

WHEELER LANDING YACHT HARBOR, INC.

BYLAWS

Adopted March 16, 1991

Amended June 29, 1991

Article II, Sections 10-11; Article V, Sections 1-2;  
Article VI, Section 1; Article XII

Amended November 8, 2000

Article V, Sections 1-2

Amended February 25, 2012

Article VIII, Section 6

Amended March 9, 2013

Article I, Section 1

Amended March 11, 2014

Article I, Section 7

Amended March 21, 2015

Article I, Section 1, Article II, Section 1, Article III, Section 2

Amended March 31, 2019

Article VII, Section 1

BYLAWS  
OF  
WHEELER LANDING, INC  
("The Club")

**ARTICLE I. SHAREHOLDERS**

Section 1. Annual Meeting. The annual meeting of the shareholders of The Club shall be held at its registered office, or at such other place and at such hour as designated by the Board of Directors. The date shall be mutually agreed upon by the Board members and held on a Saturday between April 1st and April 15<sup>th</sup> of each year and shall be for the purpose of electing directors and for the transaction of such other business as may properly be brought before the meeting.

Section 2. Special Meetings. Special meetings of the shareholders may be held upon the call of the Commodore or Secretary or of the Board of Directors at the registered office of The Club or at such other place within, or without, the State of Michigan as may be stated in the notice. It shall be the duty of the -Commodore or the Secretary or the Board of Directors to call a special meeting of the shareholders whenever requested in writing so to do by the holders of at least 10% of the shares, then outstanding and entitled to vote at such meeting.

Section 3. Notice of Meeting. Notice of the time, place and purpose of each meeting of the shareholders, signed by the Commodore or a Vice Commodore or the Secretary or an Assistance Secretary, shall be served either personally or by mail upon each shareholder of record entitled to vote at such meeting not less than 10 days, nor more than 60 days, before the meeting; provided, that no notice of adjourned meetings need be given. If mailed, the notice shall be directed to each shareholder entitled to notice at his address as it appears on the stock books of The Club, unless he shall have filed with the Secretary a written request that notices shall be mailed to the address designated in such request. Such further notice shall be given as may be required by law. Meetings may be held without notice if all shareholders entitled to vote thereat are present in person or by proxy or if notice of the time, place and purpose of such meeting- is-waived by telegram, radiogram, cablegram or other writing, either before or after the holding thereof, by all shareholders not present and entitled to vote at such meeting. Attendance of a person at a meeting of shareholders, in person or by proxy, constitutes a waiver of notice of the meeting, except when the shareholder attends a meeting for the express purpose of objecting, at the beginning of

the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Notwithstanding the above provisions, any action required or permitted to be taken at an annual or a special meeting of shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote thereon were present and voted; provided, however, prompt notice of the taking of action without a meeting by less than unanimous written consent must be given to shareholders who have not consented to said meeting in writing, which notice shall in any event be given within a period of 10 days following the date of said action.

Section 4. Quorum. Owners of shares representing 51% of the outstanding shares entitled to cast votes at a meeting shall constitute a quorum, which shall be subject to Article I, Section 7. The shareholders present in person or by proxy at such meeting may continue to do business until the adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum. No action shall be valid unless it is agreed upon by the holders of the outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote thereon were present and voted. Whether or not a quorum is present, the meeting may be adjourned by a vote of the shares represented. When a quorum shall be present upon any such adjournment day, any business may be transacted which might have been transacted at the meeting as originally called.

Section 5. Consent Meetings. Any action required or permitted to be taken by the shareholders at an annual or special meeting may be taken without a meeting, without prior notice and without a vote, if all the shareholders entitled to vote thereon consent thereto in writing.

Section 6. Record Date. The directors may fix, in advance, a date not less than 10 days nor more than 60 days prior to the date of any meeting of the shareholders or prior to the last day in which the consent or dissent of or action by the shareholders may be effectively expressed for any purpose without a meeting, as the record date for the determination of shareholders. When a determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders has been made, then that determination shall apply to any adjournment of the meeting, unless the Board has fixed a new record date for the adjourned meeting.

Section 7. Voting. A shareholder entitled to vote at a meeting may vote at such meeting in person or by proxy. Every shareholder shall be entitled to 1 vote for each share standing in his name on the record of shareholders, except to the extent otherwise set forth in the Articles of Incorporation of The Club. Unless otherwise stated in the Articles of Incorporation of The Club, all Club actions shall be determined by the holders of outstanding stock having not less than the

minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote thereon were present and voted. A vote may be cast either orally or in writing. If a share is owned by more than one person, that share may be voted, if at all, by that one owner who is designated to vote the share in the most recent written notice signed by all of the owners of the share and filed with the Secretary.

Section 8. Proxies. Every proxy must be dated and signed by the shareholder or by his attorney in fact. No proxy shall be valid after the expiration of 3 years from the date of its execution unless otherwise provided for therein. Every proxy shall be revocable at the pleasure of the shareholder executing it, except where an irrevocable proxy is permitted by statute.

Section 9. Conduct of Meetings. Meetings of the shareholders shall be presided over by the Commodore, or if he is not present, by a Vice Commodore, or if none of the Vice Commodores is present, by a Chairman to be chosen at the meeting. The Secretary or an Assistant Secretary of The Club, or in their absence a person chosen at the meeting, shall act as Secretary of the meeting.

## **ARTICLE II. DIRECTORS**

Section 1. Number, Qualification, Term of Office and Quorum. The property, business and affairs of The Club shall be managed by its Board of Directors to consist of 7 members who must be shareholders of The Club. The Directors shall be elected at the annual meeting of the shareholders and shall hold office until the expiration of the term to which elected. A majority of the Directors shall constitute a quorum for the transaction of business. A majority vote of the Board of Directors (four out of seven members) shall be required to be the act of the Board; provided, that if all the Directors shall consent in writing to any action to be taken by The Club, such action shall be as valid a Club action as though it had been authorized at a meeting of the Directors. If at any meeting of the Board, there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum shall have been obtained. Notwithstanding the above provisions, a Director or the entire Board may be removed, with or without cause, by vote of the holders of a majority of the shares entitled to vote at an election of Directors, excepting, however, the votes cast against a Director's removal must be less than would be sufficient to elect the Director if then cumulatively voted at an election of the entire Board of Directors.

Section 2. Vacancies. A vacancy occurring in the Board may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board. A Directorship to be filled because of an increase in the number of Directors or to fill a vacancy may be filled by the Board for a term of office continuing only until the next election of Directors by the

shareholders. If because of death, resignation or other cause, The Club has no Directors in office, an officer, a shareholder, an executor, administrator, trustee or guardian of a shareholder or other fiduciary entrusted with like responsibility for the person or estate of a shareholder, may call a special meeting of shareholders for the purpose of electing Directors or such other purposes as may be allowed by law.

Section 3. Meetings. The meetings of the Board of Directors shall be held at the principal office of The Club or at such other place or places within, or without, the State of Michigan, as may from time to time be determined by a majority of the Board. Regular meetings of the Board shall be held at such time and place as shall from time to time be determined by resolution of the Board of Directors. Special meetings may be held at any time upon the call of the Commodore or Secretary or of not less than a majority of the Directors then in office.

Section 4. Notice of Meetings. Written notice of the time and place, and in the case of special meetings, the purpose, of every meeting of the Board shall be duly served on or sent, mailed or telegraphed to each Director not less than 5 days before the meeting, except that a regular meeting of the Board may be held without notice immediately after the annual meeting of the shareholders at the same place as such meeting was held, for the purpose of electing and appointing officers for the ensuing year. No notice of adjourned meetings need be given. Meetings may be held at any time without notice, if all the Directors are present, or if those not present waive notice of the time, place and purpose of each meeting by telegram, radiogram, cablegram or other writing, either before or after the holding thereof. Attendance of a Director at a meeting constitutes a waiver of notice of the meeting.

Section 5. Executive and Other Committees. The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more of their number to constitute an executive or any other committee which, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the business of The Club between the meetings of the Board, except the Board may not delegate any power or authority specifically reserved to the Board by statute.

Section 6. Resignation of Director. A Director may resign by written notice to The Club. The resignation is effective upon its receipt by The Club or a subsequent time as set forth in the notice of resignation.

Section 7. Consent Meetings. Any action required or permitted to be taken pursuant to authorization voted at a meeting of the Board or a committee thereof may be taken without a meeting if, before or after the action, all members of the Board or of the committee consent thereto in writing. The written consents shall be filed with the minutes and the proceedings of the Board or committee. The consent has the same effect as the vote of the Board of committee for all purposes.

Section 8, Telephonic Equipment. A Director may participate in a meeting of Directors by conference telephone or similar communications equipment by which all persons participating in the meeting may hear each other if all participants are advised of the communications equipment and the names of the participants in the conference are divulged to all participants. Participation in a meeting pursuant to this provision constitutes presence in person at the meetings.

Section 9, Power of Board to Borrow Money. The Board shall have the power and authority to borrow money only upon approval of the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to a vote thereon were present and voted. In the event that such approval is granted, the Board may authorize the proper officer of The Club to make, exercise, and deliver, in the name and on behalf of The Club, such notes, bonds, and other evidence of indebtedness as the Board shall deem proper.

Section 10, Limitation on Board's Authority. Unless approved by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take action at a meeting at which all shares entitled to vote thereon were present and voted, the Board of Directors shall not create, incur, assume or suffer to exist any mortgage, pledge, security interest, encumbrance, lien or charge of any kind upon the property or assets of Wheeler Landing, Inc.; create, incur, assume or suffer to exist, contingently or otherwise, any indebtedness by Wheeler Landing, Inc. other than in the normal course of operation and business of maintaining the marina property and assets; sell, transfer or dispose of the assets, or any part thereof, of Wheeler Landing, Inc.; issue any new shares of stock other than those shares already issued, being Certificate Nos. 1 through 235; admit in writing Wheeler Landing, Inc.'s inability to pay its debts generally as they become due; file a petition in bankruptcy or petition to take advantage of any insolvency act; make an assignment for the benefit of its creditors; commence a proceeding for the appointment of a receiver, trustee, liquidator or conservator of itself or of a whole or any substantial part of its property; file a petition or answer seeking reorganization or arrangement or similar relief under the Federal Bankruptcy Laws or any other applicable law or statute of the United States or of any state; or seek or enter into any negotiation or agreement concerning dissolution, merger or consolidation.

Section 11. Duties of the Board. The Board shall ensure that The Club shall duly pay and discharge all taxes, assessments and governmental charges upon or against Wheeler Landing, Inc. or assets thereof prior to the date on which penalties attach thereto, unless and to the extent that such taxes are being diligently contested in good faith and by appropriate proceedings and appropriate reserves therefor have been established; keep all of The Club's properties adequately insured at all times with responsible insurance carriers against loss or damage by fire and other hazards; maintain adequate insurance at all times with responsible insurance carriers against all liability on account of

damage to persons and property; make all payments or appropriate deposits for worker's compensation, unemployment compensation, social security, and other employment related charges, taxes, or premiums; maintain at all times true and complete books, records and accounts in which true and correct entries shall be made of its transactions in accordance with generally accepted accounting principles consistently applied; and keep the property of The Club in good repair, working order and condition, and from time to time make all necessary and proper repairs, renewals, replacements, additions and improvements thereto so that the business carried on may be properly and advantageously conducted at all times in accordance with prudent business management."

Section 12, Rules and Regulations. The Board of Directors shall adopt rules and regulations for the use and maintenance of all Club properties and facilities and the conduct of the members of Wheeler Landing Association, their families and guests.

### **ARTICLE III. OFFICERS**

Section 1. Election or Appointment. The Board of Directors, as soon as practicable after the annual election of the Directors in each year, shall elect a Commodore of The Club and shall also elect a Secretary and may from time to time select a Chairman of the Board, one (1) or more Vice Commodores, Treasurer, Assistant Secretaries and Assistant Treasurers, The same person may hold any two (2) offices excepting those of Commodore and Vice Commodore, but no officer shall execute, acknowledge or verify any instrument in more than one (1) capacity if the instrument is required by law or the Articles or the Bylaws of The Club to be executed, acknowledged or verified by two (2) or more officers. The Board may also appoint such other officers and agents as they may deem necessary for the transaction of the business of The Club.

Section 2. Term of Office. The term of office of all Directors shall be three (3) years.

In order to transition from one year to three year terms, beginning with the annual shareholder meeting held in 2015 the ballot will allow election of, two Directors for three year terms, two Directors for two year terms and three Directors for one year terms. The board consists of seven directors.

The next year 2016, three directors will be elected to three year terms. In 2017, two Directors will be elected for three year terms, in 2018 two Directors will be elected for three year terms. In succeeding years only the Director positions expiring will be up for election.

Any Director may be removed from office at any meeting of the Board of Directors by the affirmative vote of a majority of the Directors then in office whenever in their judgment the interests of The Club will be served. The Board

of Directors shall have power to fill any vacancies in any office occurring for whatever reason.

Section 3. Powers and Duties. The officers of The Club shall respectively have such powers and perform such duties in the management of the property and affairs of The Club, subject to the control of the Directors, as generally pertain to their respective offices, as well as such additional powers and duties as may from time to time be conferred by the Board of Directors.

Section 4, General Power as to Negotiable Paper, The Board of Directors may from time to time prescribe the manner of the making, signature or endorsement of bills or exchange, notes, drafts, checks, acceptances, obligations and other negotiable paper or other instruments for the payment of money and designate the officer or officers, agent or agents who shall from time to time be authorized to make, sign or endorse the same on behalf of The Club.

Section 5. Resignation of Officer. An officer may resign by written notice to The Club. The written notice is effective upon its receipt by The Club or at a subsequent time specified in the notice of resignation.

#### **ARTICLE IV. INDEMNIFICATION OF OFFICERS AND DIRECTORS**

The Club shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of The Club) by reason of the fact that he is or was a Director, officer, employee or agent of The Club or is or was serving at the request of The Club as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of The Club or its shareholders, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Determination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of The Club or its shareholders, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was lawful. Any indemnification by The Club, unless ordered by a court, shall be made by The Club only as authorized in the specific case upon a determination that indemnification of the Director, officer, employee or agent is proper in the circumstances because he has met the applicable standards of conduct set forth above. Such determination and indemnification shall be made only if a majority of the



shareholders of The Club specifically authorize the same or unless said indemnification is ordered by a court or otherwise required by law. In any event, a vote of a majority of shareholders authorizing the indemnification shall be binding on the other shareholders of The Club unless such indemnification is specifically prohibited by law.

## **ARTICLE V SHARE**

**Section 1. Form and Transfer.** The interest of each shareholder in The Club shall be evidenced by certificates for shares of stock in such form as the Board of Directors may prescribe from time to time in accordance with the laws of the State of Michigan. Shares of stock of The Club may be transferred on the books of The Club in the manner prescribed by the laws of the State of Michigan by the holder thereof in person, or by his duly authorized attorney, upon surrender for cancellation of certificates for the same number of shares of the same class with an assignment and power of attorney duly endorsed thereon or attached thereto, duly executed and such proof of the authenticity of the signature as The Club or its agents may reasonably require. Independent Bank, located in Bay City, Michigan, shall serve as transfer agent for all shares of The Club and no share certificate owned by The Henze Group, LLC shall be valid unless duly endorsed to the holder by that Bank."

**Section 2. Signature, Countersignature and Registration.** The certificates of stock of The Club shall be signed by and in the name of The Club by the Commodore or Vice Commodore and the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer and sealed with the seal of The Club if one exists, and countersigned and registered in the stock registry by Independent Bank without such, certificate shall not be valid.

**Section 3. Stock Ledger.** The original or duplicate stock ledger or a list containing the names and addresses of all persons who are shareholders of The Club and the number of shares of stock held by them respectively shall at all times be kept at the registered office of The Club in the State of Michigan. It shall be the duty of the Secretary of The Club to prepare and make or cause to be prepared and made at least 10 days before every election of Directors, a complete list of the shareholders entitled to vote in said election arranged in alphabetical order. Such list shall be open to inspection at the place where said election is to be held for at least 10 days before such election for examination by a registered shareholder entitled to vote at such election and shall be produced and kept at the time and place of election during the whole time thereof and shall be subject to the inspection of any registered shareholder, or his proxy, who may be present. The original or duplicate stock ledger or a list shall be only prima facie evidence as to who are the shareholders entitled to examine such list or the books of The Club or to vote in person or by proxy at the election. If the requirements of this section have not been complied with, on

demand of a shareholder, in person or by proxy, who in good faith challenges the existence of sufficient votes to carry any action at the meeting, the meeting shall be adjourned until the requirements are complied with. Failure to comply with the requirements of this section shall not affect the validity of an action taken at the meeting before the making of such a demand.

Section 4. Mutilated, Stolen, Lost or Destroyed Certificates. In case a certificate for shares of the stock of The Club is mutilated, stolen, lost or destroyed, a new certificate may be secured as provided in accordance with Michigan law; provided, however, that the owner of such certificate so mutilated, stolen, lost or destroyed, registered on the books of The Club, may be required to amply indemnify The Club and its transfer agents and registrars, if any, by a surety bond or otherwise to the satisfaction of the Board. If The Club shall voluntarily and in good faith issue a new certificate in lieu of one believed to have been stolen, lost or destroyed, or shall issue a new certificate in compliance with an order of a court of competent jurisdiction, The Club may recognize the person in whose name the new certificate or any certificate thereafter issued in exchange or substitution therefor is issued as the owner of the share(s) described therein for all purposes, until the owner of the original certificate or transferee thereof, without notice and for value, shall enjoin the Club and the holder of a new certificate or any certificates issued in exchange or substitution therefor from so acting.

Section 5. Closing of Stock Transfer Books. The Board of Directors may close the stock transfer books for a period not exceeding 60 days preceding the date of any meeting of shareholders or the date when any change, conversion or exchange of capital stock shall go into effect, during which time no stock of The Club shall be transferred upon the books of The Club; provided, that in lieu of closing the stock transfer books as aforesaid, the Board of Directors may fix in advance a date, not exceeding 10 days preceding the date of any meeting of the shareholders or the date when any change, conversion or exchange of capital stock shall go into effect, as a record date for the determination of the shareholders entitled to notice of and to vote at any such meeting, or to exercise the rights in respect to any such changes, conversions or exchange of capital stock, and in such case, such shareholders and only such shareholders as shall be shareholders of record on the date so fixed shall be entitled to such notice of and to vote at such meetings, or to exercise such rights as the case may be notwithstanding any such record date fixed as aforesaid. If a record date is not fixed: (a) the record date for determination of shareholders entitled to notice of or to vote at a meeting of shareholders shall be the close of business on the day on which notice is given or, if no notice is given, the day next preceding the day on which the meeting is held; and (b) the record date for determining shareholders for any purpose other than that specified in (a) above shall be the close of business on the day in which the resolution of the Board relating thereto is adopted.

## **ARTICLE VI. ASSESSMENTS**

**Section 1. Assessments.** An assessment shall be an amount levied upon each share of stock which is necessary to maintain and keep The Club property in good and proper condition and also for the payment of all other taxes, insurances and services necessary and incident to the proper operation of The Club. On or before March 1st in each year, the Board of Directors shall determine and fix the annual assessment, if any, to be levied upon each share of stock for the next calendar year. In the event that all information necessary to make such determination is not available as of March 1st, then the Board shall have until April 1st to make the determination. The Secretary shall give written notice thereof to each shareholder on or before April 1st next following. All assessments so levied shall be paid on or before May 1st next following. If not so paid, such assessment shall become a lien upon each share of stock upon which the same was levied and a late charge, determined by the Board of Directors at the time of determination and fixing of the annual assessment, shall be added for each month said sum shall be delinquent.

Assessments and dues shall be levied only to the extent necessary to fund or pay for the normal operation of The Club and a reasonable reserve for contingencies. Any assessment, fees or dues for any capital or other improvement to the property of The Club must be approved by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize and take action at a meeting at which all shares entitled to vote thereat were present and voted.

**Section 2. Sale of Stock to Satisfy Lien.** Within 30 days after July 1st of each year, the Secretary shall send a written notice by regular mail to each shareholder at his last known address whose assessment or dues set pursuant to Article VI, Section 1 or Article VIII, Section 3 hereof for the current year is delinquent, stating the amount thereof, and the additional penalties added. Such shareholder shall have an additional period of 30 days within which to pay the same after the date of such notice. Unless such delinquent assessment or dues are paid within such period, the Board of Directors at its next meeting may order the sale of the stock certificate at public sale to the highest bidder and fix the time and place of such sale. Said stock shall then be sold to the highest bidder. The Board may authorize the officers of the club to bid for the purchase of such stock on behalf of The Club and if so purchased, shall be placed in the treasury of The Club as treasury stock. Upon any such sale, the Treasurer shall deduct from the proceeds thereof all delinquent assessments or dues and costs of such sale. The remainder, if any, shall be paid to the last registered owner of such stock.

**Section 3. Sale of Stock by The Club.** No share of stock hereafter acquired by The Club shall be sold except after express authorization by the Board of Directors. The Secretary shall give 30 days written notice of any such sale to the shareholders stating the certificate numbers of shares for sale. Upon

the date fixed for such sale, bids will be accepted and the Board may thereupon sell such stock to the highest bidder or, in the event no satisfactory bid is received, may reject any and all bids and withhold the sale of such stock. Thereafter said stock may be sold, at the discretion of the Board of Directors, at any private or public sale. All money received from the sale of any such stock shall be placed in the treasury of The Club and may be used for any purpose.

## **ARTICLE VII. FISCAL YEAR AND CLUB SEAL**

Section 1. Fiscal Year. The fiscal year of The Club shall be the calendar year January 1<sup>st</sup> to December 31st.

Section 2, Club Seal. The Board of Directors may provide a suitable seal for use by The Club. In any event, the existence or lack of existence of The Club seal on any document shall not affect the validity of the signing of the same, except as may be specifically set forth by law.

## **ARTICLE VIII. WHEELER LANDING ASSOCIATION**

Section 1. Membership. in accordance with the Articles of Incorporation, there is hereby created an association known as Wheeler Landing Association. All shareholders of The Club are hereby members in the Association (hereinafter referred to as either "member" or "shareholder").

Section 2. Membership Cards. The Secretary will issue membership cards to each member and such member, spouse, or child of a member or lessee, may be required to exhibit said card to gain admission to The Club property.

Section 3. Dues. Membership dues in the Association shall be fixed by and be included as a part of the annual assessment set by the Board of Directors each year on or before March 1st, and dues shall be payable on May 1st of each year to the Treasurer of The Club. Upon the payment of such dues, the Secretary shall issue a membership card upon which the name of such member shall be inscribed, showing that his dues have been paid for the current year. Shareholders owning more than one (1) share of stock in The Club shall make application to the Secretary for plural membership cards in the Association and, upon the payment of annual dues for each such membership, shall be entitled to one (1) membership card for each share of stock for use only in accordance with the provisions hereof.

Section 4. Officers and Directors – Collection and Use of Dues. The Officers and Directors of The Club shall be the Officers and Directors of the Association and shall be vested with the control and management thereof. The Board shall from time to time appoint any committees the Board deems necessary to properly carry on the activities of the Association. The Secretary shall keep all records of the Association and make an annual report thereof to the Directors. The Treasurer shall collect all membership dues and shall deposit them in the treasury of The Club as annual rental by the Association for the use of its

members in good standing of the property, grounds, clubhouse and other facilities of The Club.

Section 5. Rights and Privileges of Members. Members of the Association, while in good standing, shall be entitled to the rights and privileges, use and enjoyment of the property, grounds and facilities of the Association in accord with the following:

(a) Each membership in the Association shall entitle the member to utilize one (1) dock space and one (1) parking space and the common facilities ("mooring rights"). Said dock space shall be that designated in the original subscription for shares of stock in The Club and may be used by said member or his designee. A member in good standing will have the right annually to assign or transfer the mooring rights. Only one (1) person shall have the mooring rights at any one time. Any non-member using the mooring rights shall be deemed a guest of the shareholder owning the mooring rights. The member under whose membership another exercises mooring rights shall be fully responsible for the actions of all persons exercising mooring rights under that member just as though such actions were personally taken by that member.

(b) Use of Grounds and Property. The right and privilege, with the immediate members of their families (spouse and children under the age of 21 years only) at all times to enter the property and the grounds of The Club and to enjoy the privileges of its facilities when the same shall be open under such rules and regulations as from time to time shall be adopted by the Board of Directors. A member may bring upon the Association grounds and property a guest, who shall be permitted to enjoy the same recreation privileges thereon as such Association member, so long as the guest is accompanied by the Association member, and the Association member shall be fully responsible for the actions of all persons just as though such actions were personally taken by that member.

(c) Destruction of Association Property. No Association member shall have the right to cut, destroy or remove from the Association property any growing tree, plant or shrub nor the right to alter, move, remove, add to or subtract from any Association property, either personal or real. The Board of Directors shall annually determine if any improvements are to be made to the property of the Association and control said alterations.

(d) Insurance. Each shareholder/Association member shall, at all times, have his/her/its boat insured and shall also carry insurance protecting against injuries and damages to property and persons, including death, arising out of, caused by, or resulting from the shareholder's, member's, or his/her/its lessee's and/or guest's utilization, use, and occupancy of the dock space. The member/shareholder shall provide Wheeler Landing, Inc. with a copy of the certificates of insurance evidencing such coverage. In the event that such insurance is not procured and maintained during all times when the boat is at the

dock or the dock space is being otherwise utilized, then the shareholder's and member's rights and privileges shall be suspended until evidence that such insurances have been procured and are in full force and effect.

(e) Entrance Gates and Identification of Association Members. The Directors and Officers shall provide suitable gates at each entrance to the Association property, which shall be kept closed at all times. Each Association member in good standing, upon payment of the costs thereof, shall be provided with access to the entrance gates and it shall be said member's duty at all times to assure the automatic gates close whenever said member enters or leaves the Association property. While upon the Association property, members shall carry their membership cards upon their persons and also attach to their persons and their automobile such identification badges or emblems as may be required by the Board of Directors. All members whenever requested shall exhibit their membership cards and other identifying insignia which may be furnished to Association members, to all officers, gatemen, guards or other Association members.

#### Section 6. Violations, Procedure and Revocation of Association Members

a) A written complaint may be brought to the Board of Directors by any member, lessee, employee, director or officer of Wheeler Landing Inc. (The Club) and presented to the Board of Directors for action. A complaint may be filed for any infraction of the bylaws, club rules, or charges of misconduct. The matter will be heard at the next regularly scheduled Director meeting or at a special meeting called for that purpose.

The secretary will personally or by certified mail service serve notice to the offending party with a copy to the shareholder/lessor, with the time and place of a hearing set for the purpose of reviewing the charges of violation and/or misconduct. A copy of the charges will be included with the notice.

b) Hearings Before the Board of Directors:

Unless the accused party requests a closed hearing, all hearings before the Board of Directors shall be open meetings with members of Wheeler Landing, Inc. "The Club" entitled to be present. The hearing shall be closed upon the request of the accused party. All deliberations of the Directors leading to a vote shall be limited to Directors only. If the member preferring charges is a member/officer of the Board of Directors he/she will refrain from voting. The accused party may have legal representation and/or witnesses. A person may be expelled, suspended or fined by the Board of Directors.

The decision of the Board of Directors shall be final and there shall be no right of appeal to any other body or court from the decision of the Board of Directors.

c) Payment or Performance of Board of Directors Penalty Decision.

The party expelled, suspended, or fined must adhere to the Board of Directors decision within the time limits given. Failure to do so, the Board of Directors may take any legal action they deem necessary, which is not limited to having water craft and/or equipment removed and stored at the offending party or parties risk and expense.

d) Shares of Stock in Wheeler Landing Inc.

In the event of the finding of responsibility for a major violation, in addition to any member being expelled, suspended, and/or fined, a member may be punished by a forfeiture of his/her share or shares of stock in Wheeler Landing Inc. Said shareholder shall be given a period of ninety days from the date of the imposition of said penalty to sell or transfer said share or shares of stock to Wheeler Landing Inc. or any other person. If said shareholder does not sell or transfer said share or shares, then the same shall be forfeited to Wheeler Landing Inc. and shall be held by it as treasury stock to be disposed of as determined by the Board of Directors.

e) Major Violations

- 1) Failure to pay any dues, assessments or membership fees for a period of six (6) months or longer.
- 2) Any violation of the statutes of the State of Michigan under which the violator could be penalized by a fine in excess of \$100.00 and/or imprisonment in excess of 100 days.
- 3) Careless or negligent conduct on Association property causing property damage in excess of \$50.00 or personal injuries.
- 4) Reckless conduct on Association property which can reasonably be construed as placing people or property in danger.
- 5) Malicious destruction of any property on Association property.
- 6) Deliberate conduct anywhere clearly detrimental to The Club and/or the Association. Deliberate violation of any Association rule or regulation, the Articles of Incorporation or Bylaws.
- 7) A continued course of conduct violating Association rules such as, but not limited, to conviction of three (3) minor violations.

A major violation shall be punishable by a fine not to exceed \$500.00 and/or expulsion from Association membership and/or suspension of Association privileges for any period up to and including three (3) years.

(f) Minor Violations

- 1) Violation of an Association rule or regulation.
- 2) Negligent or careless conduct on Association property causing property damage amounting to \$50.00 or less.
- 3) Littering on Association property.
- 4) Any careless or negligent conduct detrimental to the Association.
- 5) Any violation of Michigan law which could be penalized by imprisonment not to exceed 100 days.

A minor violation shall be punishable by a fine not to exceed \$100.00.

**ARTICLE IX. AMENDMENTS**

The Bylaws of The Club may be amended, added to, repealed or other new bylaws may be adopted in lieu thereof only by the shareholders of The Club.

**ARTICLE X. INTERPRETATION**

The invalidity or unenforceability of any provisions hereof shall not affect the validity or enforceability of the remaining provisions hereof.

When applicable, pronouns and relative words shall be read as plural, feminine or neuter, respectively.

**ARTICLE XI. DISSOLUTION**

In the event of dissolution, all assets, real and personal, shall be distributed to the shareholders as their respective interests in The Club then appear.