

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by
BILTMORE HOMES COMPANY, a Michigan Corporation, 2900 West Maple Road,
Troy, Michigan 48084 hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of seventy five percent (75%) or
more of certain lots in the City of Troy, County of Oakland, State of
Michigan, which is more particularly described as:

Lots 1 through 296 inclusive and Lakeside Park (Private Park)
of Raintree Village Subdivision No. 1, Part of the East 1/2 of
Sec. 23, T2N., R11E., City of Troy, Oakland County, Michigan
according to the plat thereof as recorded in Liber 138 of
Plats, Pages 12 to 15 inclusive, Oakland County Records.

Lots 297 through 586 inclusive, Village Park (Private Park)
and Raintree Park (Private Park), Raintree Village Subdivision
No. 2, Part of the N. 1/2 of Sec. 23, T2N., R11E., City of
Troy, Oakland County, Michigan, according to the plat thereof
as recorded in Liber 139 of Plats, pages 1 to 3 inclusive,
Oakland County Records.

Lots 587 through 810 inclusive and Forest park (Private Park)
Raintree Village Subdivision No. 3, Part of the Northwest 1/4 of
Section 23, Town 2 North, Range 11 East, City of Troy, Oakland
County, Michigan, according to the plat thereof as recorded in
Liber 143 of Plats, Page 8 to 11 inclusive, Oakland County
Records

WHEREAS, Declarant executed a certain Declaration of
Restrictions and Amendments thereto covering the above described
properties and recorded same with the Oakland County Register of
Deeds as follows:

Declaration of Restrictions dated July 12, 1973 and recorded
in Liber 6127, Pages 427 to 437 inclusive, Oakland County
Records. Amendment to Declaration of Restrictions dated August
13, 1973 recorded in Liber 6159, Pages 253 to 259 inclusive,
Oakland County Records. Second Amendment to Declaration of
Restrictions dated September 20, 1974 and recorded in Liber
6366, Pages 486 to 490 inclusive, Oakland County Records.

AND WHEREAS the Declarant desires to consolidate the Declaration
of Restrictions and the Amendments into a single document entitled
Declaration of Covenants, Conditions and Restrictions and make
certain modifications thereto.

AND WHEREAS, the Declarant is the Owner of Seventy five percent
(75%) or more of the lots in said properties and in accordance with
Section 24 of the Declaration of Restrictions dated July 12, 1973 and
Recorded in Liber 6122, Pages 427 to 437 inclusive, Oakland County
Records, is entitled to cancel, alter, amend or modify said
Restrictions.

NOW THEREFORE, Declarant hereby cancels and terminates the above referred to recorded Declaration of Restrictions and Amendments thereto and substitutes in place of same the subject Declaration of Covenants, Conditions and Restrictions and hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1
DEFINITIONS

Section 1. "Association" shall mean and refer to Raintree Village Homeowners Association, a Michigan Non-Profit Corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area owned by the Association at the time of the conveyance of the first lot is described as follows:

Lakeside Park (Private Park) consisting of 8,125 acres and being part of Raintree Village Subdivision No. 1 according to the plat thereof as recorded in Liber 138 of Plats, Pages 12 to 15, Oakland County Records.

Village Park (Private Park) consisting of 2.106 acres and Raintree Park (Private Park) consisting of 1.057 acres being part of Raintree Village Subdivision No. 2 according to the plat thereof as recorded in Liber 139 of Plats, pages 1 to 3 inclusive Oakland County Records.

Forest Park (Private Park) consisting of 4.040 acres, being part of Raintree Village Subdivision No. 3 according to the plat thereof as recorded in Liber 143 of Plats, Pages 8 to 11 inclusive, Oakland County Records.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Biltmore Homes Company a Michigan Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of each class of members has been recorded and provided further, that no such dedication or transfer or determination as to the conditions thereof shall be effective unless the prior consent thereto of the City of Troy by and through it's City Council shall have first been obtained.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two classes of voting memberships:

Class A. Class A Members shall be all owners with the exception of the Declarant and it's builder-purchasers and shall have no voting rights until the happening of either of the following events, whichever occurs earlier:

(a) At such time as the number of Class A members is equal to seventy five percent or more of the number of votes of the original Class B members as hereinafter defined.

(b) On November 1, 1979

Upon the happening of the first to occur of said events then and in that event the Class A members shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the Declarant and/or its Builder-Purchasers and shall be entitled to one vote for each lot owned.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Lot owned with the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Twenty Five Dollars (\$25.00) per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4. Special Assessments for Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment

Both annual and special assessments must be fixed at a uniform rate within each membership class for all lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The Annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

BUILDING AND USE RESTRICTIONS

Section 1. Residential Lots

All of the above lots shall be used for residential purposes only, and for no other purpose whatsoever.

Section 2. Nuisances

No noxious or offensive activity shall be carried on upon any of the lots in said Subdivision nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 3. Side Yards, Rear Yards, Setbacks and Attached Garages

Two car garages shall be erected simultaneously with the houses and all garages must be attached to the house or connected thereto by a breezeway, and accordingly, for the purpose of complying with side yard and set back requirements, all attached garages shall be considered an integral part of the dwelling. Garages shall be erected and maintained only for the private use of the occupant of the dwelling. As to lots 26 to 281 inclusive, Raintree Village Subdivision No. 1 no building shall be located on any residential building site with a front yard setback of less than twenty five feet. As to Lots 1 to 25 inclusive, and Lots 282 to 296 inclusive of Raintree Village Subdivision No. 1 and all lots in Raintree Village Subdivision No. 2 and Raintree Village Subdivision No. 3 no building shall be located on any residential building site with a front yard setback of less than 30 feet. For this purpose the front yard setback shall mean the minimum horizontal distance between the front line and the nearest line of the main building.

As to Lots 26 to 281 inclusive of Raintree Village Subdivision No. 1 at least one side yard shall be 5 feet or more with a total of 15.0 feet for both side yards. As to Lots 1 to 25 inclusive and Lots 282 to 296 inclusive of Raintree Village Subdivision No. 1 and all lots in Raintree Village Subdivision No.2 and Raintree Village Subdivision No. 3 the minimum side yards between buildings is 7.5 feet per side with a total of 15.0 feet for both side yards.

The side yard abutting upon a street shall not be less than 15 feet when there is a common rear yard relationship in the block and a common side yard relationship with the block directly across the common separating street. In the case of a rear yard abutting the side yard, or when a side yard is adjacent to a front yard across a common separating street, the side yard abutting the street shall not be less than 30 feet. The minimum distance between the rear of each building and the rear property line on each of the lots covered by these restrictions shall not be less than 35 feet. Anything to the contrary notwithstanding the aforementioned yard requirements shall apply unless the City of Troy will permit a lesser requirement.

Section 4. Reciprocal Negative Easements

No mutual or reciprocal negative easement shall be deemed to arise or be created hereunder with respect to any lands situated without the boundaries of said Raintree Village Subdivisions

Section 5. Floor Area Requirements

A one story building shall contain not less than 1,000 square feet of area on the first floor. In the case of two story buildings, bi-levels, split levels, tri-levels and one and one-half story homes, the building shall contain not less than 1200 square feet of area for all floors combined, other than the basement floor.

Section 6. Lot Size

In the event one or more lots or parts of lots are developed as a unit, all restrictions herein contained shall apply to such resulting unit as to any single lot. In any event, no dwelling shall be erected, altered, placed or permitted to remain on any site having a width of less than 70 feet and an area of less than this prescribed width and area. The preceding lot width and area requirements shall apply to all lots covered by these restrictions except lots 26 to 281 inclusive of Raintree Village Subdivision No. 1. As to said excepted lots the minimum width requirement is 60 feet and minimum area requirement of 7200 square feet, unless a lot as originally platted is less than this prescribed width and area.

Section 7. Temporary Structures

No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of temporary character be used as a residence.

Section 8. Signs

No sign of any kind shall be displayed to the public on any lot except one professional sign of not more than one square foot, or one sign of not more than five square feet advertising the property for sale or rent. Anything to the contrary notwithstanding this restriction shall not apply to signs used by a builder to advertise the property for sale or rent during the construction and sales period. Said signs may be of any size.

Section 9. Inoperative Vehicles

No inoperative vehicles or commercial vehicles, house trailers or mobile homes, boats and boat trailers shall be permitted to be parked or stored on any lot in said Subdivision unless such vehicles are parked or stored in a garage on said lot which conforms to the requirements pertaining to the construction of garages as set forth above.

Section 10. Fences

No fence of any kind shall be permitted to be erected, maintained or placed upon any lot or lot line between the front property line and the front building setback line.

Section 11. Livestock and Poultry

No livestock, animals or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats or other household pets may be kept provided that they are not bred, kept or maintained for any commercial purposes.

Section 12. Site Distances

No fence, wall, hedge or shrub planting which obstructs sight line at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 13. Maintenance of Easements

Except as may be otherwise provided herein, each owner shall maintain the surface areas of easements within his property to keep grass and weeds cut, to keep the area free of trash and debris and to take such action as may be necessary to eliminate or minimize surface erosion. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners and the City of Troy, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners and the City of Troy. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two thirds (2/3) of each class of members.

Section 5. RHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of the Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 6. Subdivision Open Space Agreement. The Declarant and all lot owners are also governed by the terms and conditions of an agreement enter into with the City of Troy dated , entitled Subdivision Open Space Agreement and recorded in Liber , Pages Oakland County Records.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this _____day of _____, 1974.

WITNESSETH:

BILTMORE HOMES COMPANY
A Michigan Corporation

Richard L. Komer

By: _____
Norman J. Cohen, President

Jane M. Graham

STATE OF MICHIGAN

COUNTY OF OAKLAND

On this March day of 14th, 1974, before me personally appeared NORMAN J. COHEN to me personally known, who being by me duly sworn did say that he is the President of Biltmore Homes Company, the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of it's Board of Directors and said NORMAN J. COHEN acknowledged said instrument to be the free act and deed of said corporation.

My commission expires: October 13, 1975 Jane M. Graham, Notary Public
Oakland County, Michigan

BY-LAWS OF

RAINTREE VILLAGE HOMEOWNERS ASSOCIATION

ARTICLE I

NAME AND LOCATION: The name of the corporation is RAINTREE VILLAGE HOMEOWNERS ASSOCIATION, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 2900 West Maple Road, Troy, Michigan, 48084, but meetings of members and directors may be held at such places within the State of Michigan, County of Oakland, as may be designated by the Board of Directors.

ARTICLE II

Section 1. "Association" shall mean and refer to RAINTREE VILLAGE HOMEOWNERS ASSOCIATION, a Michigan non-profit corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, as stated below and such additions thereto as may hereafter be brought within the jurisdiction of the Association:

Lots 1 through 296 inclusive and Lakeside Park (Private Park) of Raintree Village Subdivision No. 1, Part of the East 1/2 of Sec. 23, T2N., R11E., City of Troy, Oakland County, Michigan according to the plat thereof as recorded in Liber 138 of Plats, Pages 12 to 15 inclusive, Oakland County Records.

Lots 297 through 586 inclusive, Village Park (Private Park) and Raintree Park (Private Park), Raintree Village Subdivision No. 2. Part of the N. 1/2 of Sec. 23, T2N., R11E., City of Troy, Oakland County, Michigan, according to the plat thereof as recorded in Liber 138.

Lots 587 through 810 inclusive and Forest Park (Private Park) Raintree Village Subdivision No. 3, Part of the Northwest 1/4 of Section 23, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, according to the plat thereof as recorded in Liber 143 of Plats, Page 8 to 11 inclusive, Oakland County Records

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners described as follows:

Lakeside Park (Private Park) consisting of 8.125 acres and being part of Raintree Village Subdivision No. 1 according to the plat thereof as recorded in Liber 138 of Plats, Pages 12 to 15, Oakland County Records.

Village Park (Private Park) consisting of 2.1 +- acres and Raintree Park (Private Park) consisting of 1.1+- acres being part of Raintree Village Subdivision No. 2 according to the plat thereof as recorded in Liber 139 of Plats, pages 1 to 3 inclusive Oakland County Records.

Forest Park (Private Park) consisting of 4.0 acres, being part of Raintree Village Subdivision No. 3 according to the plat thereof as recorded in Liber 143 of Plats, Pages 8 to 11 inclusive, Oakland County Records.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to BILTMORE HOMES COMPANY, a Michigan Corporation, it's successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Oakland County Register of Deeds.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of eight o'clock P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Each member shall register his address with the Secretary, and Notices of Meetings shall be mailed to him at such address. Such Notice shall specify the place, day and hour of the meeting, and in the case of a Special Meeting, the purpose of the meeting. If the business of any Meeting shall involve any change in the basis or maximum amount of assessments set forth in Section 23 of the Declaration of Restrictions to which the subdivision is subject and recorded or any special assessments therein authorized, notice of such meeting shall be given or sent as therein provided.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

ARTICLE IV

Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) Directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three directors for a term of one year, and three directors for a term of two years and at annual meetings thereafter the members shall elect three directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Vacancies. Vacancies in the Board of Directors shall be filled by the majority of the remaining directors, any such appointed director to hold office until his successor is elected by the members, who may make such election at the next annual meeting of the members or at any special meeting duly called for that purpose.

Section 5. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the directors. Any action so approved

shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President or any officer of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Open Space Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 30 days for infraction of the published rules and regulations.

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such members shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, professional contractors for maintenance, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote:

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; and

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be improved, maintained, and preserved, as is more fully defined in the Declaration of Restrictions;

(h) comply with the requirements of the Subdivision Open Space Agreement entered into with the City of Troy.

(i) to exercise for the Association all powers, duties and authority vested in or delegated to the Association.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each Annual Meeting of the members and shall be by majority vote of the directors.

Section 3. Term. The Officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified herein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment of the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

(b) The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The Secretary shall record the votes and keep the Minutes of all Meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors provided however, that a resolution of the Board of Directors shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Board; shall sign all checks and promissory notes of the Association; provided same shall also be signed by the President or Vice President; keep proper books of account, cause an annual audit of the Association books to be made by a Certified Public Accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these By-laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

PROXIES

Section 1. At all corporate meetings of members, each member may vote in person or by proxy.

Section 2. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon sale by the member of his lot.

ARTICLE XII
ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his lot.

ARTICLE XIII
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: RAINTREE

ARTICLE XIV
AMENDMENTS

Section 1. These By-laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration of Restrictions applicable to the existing subdivision referred to in Section 1, and these By-Laws, the Declaration of Restrictions shall control.

ARTICLE XV
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of the RAINTREE VILLAGE HOMEOWNERS ASSOCIATION, have hereunto set our hands this day of , 1974.

Norman J. Cohen

Abraham Ran

Bernard H. Stollman

Richard L. Komer

Murray J. Nadler

Phillip Stollman

Max Stollman

Aaron Ginsberg

Jane M. Graham

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of the RAINTREE VILLAGE HOMEOWNERS ASSOCIATION.

Secretary