

June 1, 2022

Mr. Robert Shaya
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Mr. Shaya,

We spoke on the phone a few weeks ago about the Bylaws and Covenants & Restrictions for Aurora Park Homeowner's Association located off of 25 mile between Van Dyke and Mound Roads in Shelby Township, MI. The current board members agree that we need clarification on certain sections of the bylaws and C&Rs so that we can proceed with business in our neighborhood.

There is disagreement as to what some of the language actually means. In order to conduct business confidently, we are asking you to answer our questions below so that we can share your answers with the neighborhood. Since you authored our bylaws and C&Rs, we have decided that your interpretation of the bylaws and C&Rs will be used as the "correct and final" interpretation for conducting business.

We understand that your fee is \$295/hr. Please email us anything that we may need to sign in order to move forward with your consultation.

Regards,

Karen Seeling, President, seelings4@yahoo.com
Tom Drost, Vice President, drosttom@yahoo.com
Ken Swider, Secretary, kenswider07@gmail.com
Gail Bratkowski, Treasurer, gbrat777@gmail.com
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Larry Terryn, Enforcement, larryterryn@comcast.net

1. Bylaws page 2, Article II – Voting.

- a) **Section 4** – In order to hold a meeting or vote on anything, a quorum of 30% must be met. We have 87 homes in our neighborhood, so does this mean that 26.1 homes must be present at the meeting in order for the meeting to take place? Does

- this also mean that 26.1 homes must be present at the meeting in order to vote on any issues?
- b) **Section 5-** Votes can be in person or in writing on a ballot (sent in ahead of time)? Also, cumulative voting shall not be permitted – does this just mean that written ballots cannot be counted and tallied until all of the votes are in and the day/time for voting has passed? Basically, we cannot review ballots as they come in – rather we have to wait until the voting period has ended and then count the votes all at once?
 - c) **Section 6** – The issue being voted on passes if >50% of the votes collected is a yes? It would fail if >50% collected are no? A quorum of 30% must be met in order for the election to be valid?
 - d) **Bylaws, page 4, section 8 – Action without meeting.** We understand this as we can send out ballots on an issue to homeowner’s without having a meeting. Quorum is 30% and simple majority wins, correct?
2. **Bylaws, Article IX, section 3.** What does this mean? Does it mean that we need 75% of the homeowner’s to vote Yes to amend the bylaws? Or does this mean that we need at least 75% of the homeowner’s to participate (or vote) and then a simple majority wins assuming you reached 75% participation?
 3. **Covenants & Restrictions, page 7, article II, section 8a** – What is the definition of a commercial vehicle? Is it a vehicle weighing in excess of 2.5 tons? If not the weight, how do we define a commercial vehicle from this section?
 4. **Covenants & Restrictions, page 13, Article IV, section 1** – Near the bottom of the page it states that dues, fees and assessments cannot exceed \$200 per calendar year unless the amount in excess is voted upon and approved by the Association members representing at least seventy-five percent (75%) of the lots in the subdivision which have been sold to and occupied by residential homeowners and provided such amount in excess has also What does this mean exactly? Do we need 75% of the homeowner’s to vote yes in order to exceed \$200/year or does this mean that we need at least 75% of the homeowner’s participating in the election and then the simple majority wins?
 5. **Covenants & Restrictions, page 14, article IV, section 3** - About $\frac{3}{4}$ of the way down starting with “When the subdivision is governed by an Association....” Does this sentence mean that we need 75% of the homeowner’s to vote yes to amend the bylaws or does this mean that we need at least 75% of the homeowner’s to participate in an election and the simple majority wins? Also the statement at the end, “but such amendment or modification shall not have retroactive effect, and so long as ...” What does this mean?

6. **Covenants & Restrictions, page 17, article VI, section 3** - Amending the covenants & restrictions requires the signatures of at least 70% of the homeowner's, correct? This seems very straight forward but is written differently in other sections of the bylaws and C&Rs. This is why it is somewhat confusing as the language changes slightly from section to section on how business is conducted and what is required.

Here is one example of a vote we took in the fall of 2021. The neighborhood to the south of us which is connected to Aurora Park has street lights. The street lights end where the two neighborhoods meet. The board, at the time, decided to take a vote on adding street lights to Aurora park. We used a section in the bylaws on page 4, section 8 – Action without meeting. We left out points A and B on the ballots so the voting results were voided. However, the number of votes cast were 68 votes. Sixty-eight votes represents $(68/87)$, 78% of the homeowner's that cast a vote. There were 38 yes votes and 30 no votes. So our questions are:

1. If this issue didn't involve extra funds for the year which exceeded \$200, would we have only needed 30% of the homes to cast a vote for the election to be valid? And then a simple majority wins?
2. Since the street lights were going to cost each home \$156/year in addition to our \$200 annual dues we would be exceeding the \$200/year maximum. Because we had >75% of the homes participate, would this be a valid election had we included points A & B from section 8 (Action without a meeting) on the ballot? Or do we need 75% of the homeowner's to vote YES?