

# MEHA BYLAWS DOCUMENT

The Meadowhills Estates Homeowners Association was formed at the start of our subdivision to provide **MAINTENANCE AND PRESERVATION** of the common areas; architectural control; and to promote the health, safety, and welfare of the residents.

**THE BOARD AND COMMITTEE MEMBERS** are listed on the back cover of this directory. Please contact any board member with questions, concerns or problems.

**BOARD MEETING DATES AND LOCATIONS** are published in the subdivision newsletter, and all residents are invited and encouraged to attend and/or join a volunteer committee to support the neighborhood.

# **ARTICLES OF INCORPORATION OF MEADOWHILLS ESTATE HOMEOWNERS ASSOCIATION**

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In compliance with the requirements of the Michigan Nonprofit Corporation Statutes, Act No. 327 of the Public Acts of 1931, as amended, and Act No. 284 of the Public Acts of 1972, as amended, the undersigned, all of whom are residents of the State of Michigan and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

## **ARTICLE I**

The name of the corporation is Meadowhills Estate Homeowners Association (herein-after called the "Association").

## **ARTICLE II**

The principal office and registered office of the Association is located at Suite 209, 26211 Central Park Blvd., Southfield, Michigan 48076.

## **ARTICLE III**

Frank J. Winton, whose address is Suite 209, 26211 Central Park Blvd., Southfield, Michigan 48076, is hereby appointed the initial registered agent of this Association.

## **ARTICLE IV :: PURPOSE AND POWERS OF THE ASSOCIATION**

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance and preservation of the Common Areas and architectural control of the residence Lots and Common Areas within that certain tract of property described as:

Meadowhills Estate Subdivision, being part of the N.E. 1/4 Section 31, T. 1 N., R. 9 E., City of Farmington Hills, Oakland County, Michigan; and the Common Areas therein, designated as: Meadowhills Park North, Meadowhills Center Park, Meadowhills Park East and Meadowhills Park South

and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

- (a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Register of Deeds for the County of Oakland, State of Michigan, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;
- (b) Fix, levy, collect and enforce payment by any lawful means, all charges or

assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

- (c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) Borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (e) Dedicate, sell 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 has been signed by two-thirds (2/3) of each class of members; agreeing to such dedication, sale or transfer;
- (f) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members; and
- (g) Have and to exercise any and all powers, rights and privileges that a corporation organized under the Nonprofit Corporation Law of the State of Michigan by law may now or hereafter have or exercise.

## **ARTICLE V :: MEMBERSHIP**

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract setters, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

## **ARTICLE VI :: BOARD OF DIRECTORS AND INCORPORATORS**

For the purpose of forming this corporation under the laws of the State of Michigan the undersigned are the incorporators and the initial board of directors. The affairs of this Association shall be managed by the board of directors, consisting of five (5) to nine (9) persons, who need not be members of the Association. The number of directors may be changed by Amendment of the By-Laws of the Association. The names and addresses of the incorporators and the initial board of directors, until the selection of their successors, are:

<b><u>NAME</u></b>	<b><u>ADDRESS</u></b>
Frank J. Winton	26211 Central Park Blvd., Southfield, Michigan 48076
Glenna H. Hawley	26211 Central Park Blvd., Southfield, Michigan 48076
Flora Jane Winton	26211 Central Park Blvd., Southfield, Michigan 48076
Elaine J. Seal	9073 Sunbury, Livonia, Michigan 48150
Lani Wine	24364 Rensselaer, Oak Park, Michigan 48237

At the first annual meeting the members shall elect three (3) directors for a term of one year, three (3) directors for a term of two (2) years and three (3) directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect three (3) directors for a term of three years.

## **ARTICLE VII :: DISSOLUTION**

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

## **ARTICLE VIII :: DURATION**

The corporation shall exist perpetually.

## **ARTICLE IX :: AMENDMENTS**

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership.

## **ARTICLE X :: BY-LAWS**

The By-Laws of this Association may be altered, amended or new By-Laws adopted, at any regular or special meeting of the members, by a vote of seventy-five percent (75%) of a quorum of members present in person or by proxy.

# BY-LAWS OF MEADOWHILLS ESTATE HOMEOWNERS ASSOCIATION

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## ARTICLE I :: NAME AND LOCATION

The name of the corporation is Meadowhills Estate Homeowners Association, hereinafter referred to as the "Association". The principal office of the corporation shall be located at Suite 209, 26211 Central Park Boulevard, Southfield, Michigan, 48076, 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 :: DEFINITIONS

**Section 1.** "Association" shall mean and refer to Meadowhills Estate Homeowners Association, 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, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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

**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 Frank J. Winton and Flora Jane Winton, his wife, their 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 Register of Deeds, Oakland County, Michigan.

**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 Meeting.** 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 7:30 o'clock p.m. If the day of the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following that 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 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. 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.

**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 prohibited 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. A reconvened meeting shall be called in any event not later than forty-five (45) days from the date of adjournment.

**Section 5. Proxies.** At all meetings of members, each member may vote in person or by proxy and shall be entitled to the number of votes set forth in the Articles of Incorporation. 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 :: BOARD OF DIRECTORS, SELECTION, TERM OF OFFICE**

**Section 1. Number.** The Affairs of this Association shall be managed by a Board of from five (5) to nine (9) Directors: who need not be members of the Association. The initial Board shall consist of five (5) members.

**Section 2. Term of Office.** At the first annual meeting the members shall elect three (3) Directors for a term of one year, three (3) Directors for a term of two years and three (3) Directors for a term of three years; and at each annual meeting thereafter the members shall elect three (3) 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. 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 5. 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 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 and Articles of Incorporation. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## **ARTICLE VI :: MEETING OF DIRECTORS**

**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 that is not a legal holiday.

**Section 2. Special Meetings.** Special meetings of the Board of Directors shall be held when called by the president 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 & 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 Common 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 60 days for infraction of 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 member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) Employ a manager, an independent contractor, 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;
  - (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 Areas to be maintained.

## **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.

**Section 3. Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one 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 therein, 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 by 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:

(a) **President.** 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 of the Association. The President shall prepare and submit to the Members at each annual meeting an annual report of the affairs of the Association.

(b) **Vice President.** 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.

(c) **Secretary.** 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.

(d) **Treasurer.** 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; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the members.

## **ARTICLE IX :: COMMITTEES**

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and 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 and records of the Association will be maintained in accordance with generally accepted accounting principles. All reserve funds shall be segregated in separate reserve accounts and shall not be used for operating purposes. 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 :: 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 eight percent (8%) 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 their Lot.

## **ARTICLE XII :: CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: "Meadowhills Estate Homeowners Association - Michigan - Nonprofit".

## **ARTICLE XIII :: AMENDMENTS**

**Section 1.** These By-Laws may be amended, at a regular or special meeting of the members, by a vote of seventy-five percent (75%) of a quorum of members present in person or by proxy.

**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 and these By-Laws, the Declaration shall control.

## **ARTICLE XIV :: 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.

# AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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This declaration, made on the date hereinafter set forth by Frank J. Winton referred to as "Declarant", whose address is Suite 209, 26211 Central Park Blvd., Southfield, Michigan 48076.

## WITNESSETH:

Whereas, Declarant is the owner of certain property in the City of Farmington Hills, County of Oakland, State of Michigan, which is more particularly described as:

Lots #1-193, inclusive; Meadowhills Estate Subdivision, being part of the N.E. 1/4 Section 31, T.1N., R.9E., City of Farmington Hills, Oakland County, Michigan; and the Common Areas therein, designated as: Meadowhills Park North, Meadowhills Center Park, Meadowhills Park East and Meadowhills Park South, as recorded in Liber 161, Pages 28-33, Oakland County Records.

Now therefore, Declarant 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, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE I :: DEFINITIONS

**Section 1.** "Association" shall mean and refer to Meadowhills Estate Homeowners Association, 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 the certain real property herein-before described.

**Section 4.** "Common Area" shall mean all real property (including the improvements thereto) owned, operated and maintained by the Association at the time of the conveyance of the first lot, is described as follows:

Meadowhills Park North, Meadowhills Center Park, Meadowhills Park East, and Meadowhills Park South.

**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 Frank J. Winton, their 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 all of 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 adopt reasonable rules and regulations for the use of the Common Area, including but not limited to, the right to place limitations on the number of guests; to charge reasonable admission and other fees for the use of any recreational facility situated upon the Commons 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.

**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.

**Section 3. General Restrictions.** The following restrictions are hereby placed on all Lots in Meadowhills Estate Subdivision:

- (a) **Antennae.** No exterior antennae shall, be erected or maintained on any Lot or improvement thereon, except that each Lot Owner shall be entitled to erect one television antenna on the exterior of his residence for the sole use of the Lot Owner and his family.
- (b) **Insurance Rates.** Nothing shall be done that will increase the rate of insurance on any Association Property without the approval of the Board, nor shall anything be done that would result in the cancellation of insurance on any Association Property or which would be in violation of any law.
- (c) **Lot Divisions.** No lot in said subdivision may be divided; provided, however, that the Declarant may approve the division of a vacant lot where a portion of said vacant lot is to be combined with an adjoining lot and which thereafter shall be considered to be a part of said adjoining lot for all purposes, including voting rights.
- (d) **Signs.** No sign of any kind shall be displayed to the public view without the approval of the Architectural Committee, except such signs as may be used by Declarant in connection with the development of a sale of residences and lots and except such signs of customary and reasonable dimensions, as set forth by the Committee, as may be displayed on or from a residence advertising the residence for sale or lease. All signs, except such signs as may be used by Declarant, shall be placed on the exterior of the residence parallel to the exterior wall. Any "For Sale" or "For Lease" signs not more than three feet by two feet, plain white with black block letters, shall not require Committee approval.

(e) **Animals.** No animals of any kind shall be raised, bred or kept, except that a reasonable number of dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. A “reasonable number” as used in this Section shall ordinarily mean no more than two (2) pets per household; provided, however, that the Association (or the Architectural Committee – or such other person or entity as the Association may from time to time designate) may determine that a reasonable number in any instance may be more or less.

(f) **Nuisances.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon any property and no odors shall be permitted to arise therefrom so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound device (other than security devices used exclusively for security purpose) shall be located, used or placed on any such property without the prior written approval of the Board of Directors.

(g) **Exterior Maintenance and Repair.** No improvement upon any property within said subdivision shall be permitted to fall into disrepair, and each improvement shall at all times be kept in good condition and repair. All other maintenance, repair and upkeep shall be the responsibility of the Owner of the property in need thereof.

(h) **Appearance of Lot.** No garbage or trash containers may be placed in the front of the property for more than a twenty-four (24) hour period. No wash poles or lines or clothing shall be permitted in front or side yard area. The premises shall be kept free of unsightly weeds and trash at all times, and grass shall not be permitted to exceed six (6) inches in length.

(i) **Utilities.** All utilities, including electric, telephone and television cable lines, shall be underground.

(j) **Site Maintenance.** The area between the right of way line of the street and edge of the curb, including the sidewalks, shall be maintained by the abutting property Owner. (Except along the frontage leading into the park areas and on Halstead Road and Nine Mile Road, which shall be maintained by the Association.)

(k) **Violation of Rules.** There shall be no violation of the Rules once adopted by the Board after Notice and Hearing. If any Owner, his family, or any licensee, leasee or invitee violates the Rules, the Board may suspend the right of such person to use the Association properties, under such conditions as the Board may specify, for a period not to exceed thirty (30) days for each violation. Before invoking any suspension, the Board shall give such person Notice and Hearing. In the event any Owner of any Lot shall violate any Rule or regulation which shall result in damage to any part of the Common Area or Improvements thereon, the Board of Directors shall have the right after Notice and Hearing and to the extent allowed by the laws of the State of Michigan to assess the cost of repair of such damage against the Lot of the Owner or Owners responsible for such damage. Such assessment shall be added to and

become a part of the Assessment to which such Lot is subject.

(l) **Drainage.** There shall be no interference with the established drainage pattern over any property within said subdivision unless adequate provision is made for proper drainage and is approved by the Architectural Committee. For the purposes hereof, "Established Drainage" is defined as the drainage which exists at the time the over-all grading of any Association Property is completed, or which is shown on any plans approved by the Architectural Committee. A permanent easement across the Common Area for drainage purposes is hereby granted.

(m) **No Hazardous Activities.** No activities shall be conducted on any property and no improvements constructed on any property which are or might be unsafe or hazardous to any Person or property.

(n) **Separate Structures.** Any structure erected on the premises, other than the dwelling house, shall conform architecturally to the dwelling house and the plans shall be submitted to the Architectural Committee for approval.

(o) **Improvements and Alterations.** There shall be no excavation or construction or alteration which in any way alters the exterior appearance of any improvement, nor removal of any improvement (other than repairs or rebuilding pursuant to Section 3 (g) hereof) without the prior approval of the Architectural Committee pursuant to Article V hereof.

(p) **Residential Use: Rentals.** No residence shall be used for any purposes other than single-family residential purposes. Declarant shall not prevent the rental of property within a Residential Area by the Owner thereof for residential purposes, subject to all the provisions of these Restrictions.

(q) **Vehicle Storage and Repair.** No house trailer, camping trailer, hauling trailer, running gear or boat or accessories thereto, truck or pickup or van or camper van, shall be parked, stored, repaired, or maintained on any Lot except within a private garage. This restriction shall not apply to commercial or other vehicles making business or service calls or deliveries to the residents or Owners of Lots or to the Association or to contractors within the Properties.

(r) **Exemption of Declarant.** Nothing shall limit the right of Declarant to complete excavation, grading and construction of improvements to any property owned by Declarant, or to alter the foregoing or to construct such additional improvements as Declarant deems advisable in the course of development so long as any Lot remains unsold, or to use any structure as a model home or real estate sales or leasing office. Declarant need not seek or obtain Architectural Committee approval of any improvement constructed or placed by Declarant on any property owned by Declarant so long as the improvement constructed or placed by Declarant does not substantially deviate from the general architectural scheme. The rights of Declarant hereunder and elsewhere in these Restrictions may be assigned by Declarant.

#### **Section 4. Easements.**

(a) **Reciprocal Easements.** The Declarant hereby reserves for itself so long as it shall own one or more Lots and for the Association, without limitation, their

successors and assigns, a right of way and easement for maintenance and repair of all Common Area Improvements, and the installation, inspection and replacement of utility lines, including but not limited to, water lines, sewer lines, gas lines, telephone lines, television cable antenna lines and such other utility line and incidental equipment thereon, over, under and across the Common Area and that portion of any Lot situated between any Lot Improvement and the street adjacent thereto. Declarant or Association shall, except in case of emergency, furnish to all affected Owners twenty-four (24) hours notice before exercising the rights granted by this Article. Perpetual reciprocal easements for the aforementioned purposes shall exist both for the benefit and burden of all of the Owners.

(b) **Easements for Encroachments.** If any portion of a Lot Improvement encroaches upon the Common area, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist provided such encroachments do not touch any buildings or interfere with the use or enjoyment of any building or improvement on the Common Area. If any portion of the Common Area encroaches upon a Lot, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Area or the Lot.

(c) **Reservation of Easements.** Declarant reserves for itself and the purchasers the use of the easements set forth in this Article II which are intended to and shall be for the benefit of all Owners, and no reference thereto need be made in any Deed, instrument of conveyance or any other instrument.

(d) **Easement for Utilities.** The Declarant hereby grants a right of way and easement for utility purposes, including but not limited to, water lines, sewer lines, gas lines, telephone lines, television cable antenna lines and such other utility lines and incidental equipment over, under and across the Common Area. Such utility easements and rights of way shall be binding upon the Declarant and the Association and their respective successors and assigns.

(e) **Easement for additional Common Area.** Each Owner of a Lot subject to this Declaration shall have a non-exclusive easement in common with all other Owners in the project for the use of all the Common Area.

(f) **Easements for Entrance Markers.** The Declarant and Association reserve the right to construct, maintain and/or replace entrance markers within the confines of the subdivision at such locations as the Declarant and the Association in their judgement deems necessary.

### **ARTICLE III :: MEMBERSHIP AND VOTING RIGHTS**

**Section 1.** Every owner (including Declarant) 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 membership:

**Class A.** Class A members shall be all Owners, with the exception of the Declarant and 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 shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following event whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 1982

## **ARTICLE IV :: COVENANT FOR MAINTENANCE ASSESSMENTS**

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

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or no: 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. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

The Owner further agrees by his acceptance of title to a Lot that the Association shall be vested with the right and power in its own name to take and prosecute all suits which may, in the opinion of the Association, be necessary or advisable for the collection of such delinquent assessments.

**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. Compulsory Minimum Assessment and 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.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

**Section 4. Special Assessments for Capital 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 a part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related hereto, 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 Sections 3 & 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 such 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 for all Lots and may be collected on a monthly basis. Assessments on unimproved and improved Lots owned by Declarant shall, notwithstanding anything to the contrary in the preceding sentence, be at a rate equal to twenty-five percent (25%) of the assessment rate applicable to Lots owned by owners other than Declarant. Declarant shall also, however, underwrite any difference between actual expenses of the Association and assessments levied subject to annual assessment increase of 5% until Association control passes to Class A Members.

**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. 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 eight percent (8%) 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 Mortgage.** 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 :: ARCHITECTURAL CONTROL**

**Section 1.** No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove each design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

**Section 2.** No fence, garden wall, patio screen, dog run, pool enclosure, or other similar devices and/or structures shall be permitted until the plans and specifications thereof shall prior to start of construction, first have been submitted in writing to the Association and approved by the Association; provided, however, that in approving any of the plans and specifications of the herein abovementioned devices and/or structures the Association may require suitable screening with adequate shrubs, landscape materials or other modifications. In approving any of the abovementioned devices the Association shall take into consideration the factors stated in the following paragraphs:

A dog run may be approved subject to all the above provided that said dog run is attached to the rear of the main structure, does not extend beyond the side yard, building lines of the main structure, and does not exceed 54 inches in height.

Patio screens may be approved, subject to all of the above, provided that said patio screen is attached to the rear of the main structure, does not exceed six feet in height, 16 feet in depth and 32 feet in width. In any event, no fence shall be permitted in the front yard or in either side yard, except an ornamental fence not exceeding three feet in height. The front and side yards shall include all of the areas from the front lot line back to the rear corner of the building closest to each side lot line.

Rear yard enclosures on lots adjoining open space or the Commons Area shall not be permitted. The Declarant hereby expressly states its intention to maintain the open character of this residential area, and further expressly states its intention to discourage yard enclosures. A fence will be permitted to be erected around any privately owned swimming pool as a safety precaution or in accordance with ordinances regulating the construction and use of swimming pools.

Swimming pools are considered structures, as defined under Section 2 hereof. Only "In Ground" pools will be approved in the Subdivision. Nonportable, above-ground swimming pools will not be permitted. "Above Ground" pool is defined as being a swimming pool which projects 18 inches or more above grade on any side.

Therefore, the following will apply: For aesthetic and safety reasons, no above-ground swimming pools will be allowed. However, children's pools that comply to the following requirements will be considered wading pools and not above-ground pools: any pool having a retaining wall no higher than 18 inches from ground level to the top edge of the retainer, covering no more than 125 square feet of ground surface, being a type that can be readily emptied, not requiring filtering equipment and being in use only during the period from May 1st through October 1st.

**Section 3.** The Association shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable in its sole opinion for aesthetic or other reasons; and in so passing upon such plans, specification and grading, it shall have the right to take into consideration the suitability of the proposed building or other structure to be built on the site upon which it is proposed to erect the same. It is understood and agreed that the purpose of this paragraph is to cause the plotted lands to develop into a beautiful aesthetic, private residential area, and if a disagreement on the points set forth in this section should arise, the decision of the Association shall control and be binding on all parties.

**Section 4.** In the event that the Association shall have failed to approve or disapprove such plans and location within ten days after the same shall have been delivered to the Association, however, then such approval will not, be required, provided the plans and location on the lots conform to these Restrictions and any zoning law applicable thereto.

**Section 5.** In any case, with or without the approval of the Association no dwelling shall be permitted on any lot in the subdivision unless it complies with the existing ordinances of the City of Farmington Hills, as to square footage, height, size, etc.

**Section 6.** No building on any of said lots shall be erected that is not in full conformance with the set-back requirements of the Zoning Ordinance of City of Farmington Hills.

## **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 way 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 thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. 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. FHA/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 Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

## **ARTICLE VII :: POWERS AND DUTIES OF THE ASSOCIATION**

**Section 1. Association Duties.** The Association shall have the obligation, subject to and in accordance with these Restrictions, to perform each of the following duties for the benefit of the Owners of each Lot:

- (a) **Association Property.** To accept and exercise jurisdiction over all property, real and personal, conveyed free and clear of all liens and encumbrances to the Association by Declarant, including (1) Common Areas, (2) Easements for operation and maintenance purposes over any Common Areas, and (3) Easements for the benefit of Association Members within the Common Areas.
- (b) **Title to Property Upon Dissolution.** To convey, upon dissolution of the Association, the assets of the Association to an appropriate public agency or agencies to be used for purposes similar to those for which the Association was created, or to a nonprofit corporation, association, trust or other organization organized and operated for such similar purposes.
- (c) **Operation of Common Areas.** To operate and maintain, or provide for the operation and maintenance of all Common Areas designated by Declarant on the subdivision map or in which it owns easements either for operation and maintenance purposes or for the benefit of Association Members; and to keep all Improvements of whatever purpose from time to time located thereon in good order and repair.
- (d) **Payment of Taxes.** To pay all real property taxes and Assessments levied upon any property conveyed, leased or otherwise transferred to the Association, to the extent not assessed to the Owners thereof. Such taxes and Assessments may be contested or compromised by the Association; provided, however, that they are paid or a bond insuring the payment is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes.

(e) **Insurance.** To obtain and maintain in force at all times the following policies of insurance:

- (i) Fire and extended coverage insurance on all improvements owned by the Association, the amount of such insurance to be not less than eighty percent (80%) of the aggregate full insurable value, meaning actual replacement value exclusive of the cost of excavations, foundations and footings.
- (ii) Bodily injury liability insurance, with limits of not less than one hundred thousand dollars (\$100,000) per person and three hundred thousand dollars (\$300,000) per occurrence, and property damage liability insurance with a deductible of not more than one thousand five hundred dollars (\$1,500) and a limit of not less than fifty thousand dollars (\$50,000) per occurrence, insuring against liability for bodily injury, death and property damage arising from the activities of the Association or with respect to property under its jurisdiction, including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured.
- (iii) Workmen's Compensation insurance to the extent necessary to comply with any applicable laws.
- (iv) A fidelity bond in the penal amount of fifteen thousand dollars (\$15,000) or more, naming the members of the Board and the manager, or such other persons as may be designated by the Board, as principals and the Association as obligee.
- (v) Such other insurance, including indemnity and other bonds as the Board shall deem necessary or expedient to carry out the Association function as set forth in these Restrictions, the Articles and the By-Laws.

The liability insurance referred to above shall name as separately protected insureds, the Association, the Board, the Architectural Committee, and their representatives, members and employees, with respect to any liability arising out of the maintenance or use of any Association Property. Every policy of insurance obtained by the Association shall contain an express waiver, if available, of any and all rights of subrogation against the Board, the Architectural Committee, and their representatives, members and employees.

(f) **Legal and Accounting Services.** To retain and pay for legal and accounting services necessary or proper in the operation of the Association Properties, or in performing any of the other duties or rights of the Association.

(g) **Association Property Services.** To pay for water, sewer, garbage, electrical, telephone, gas, maintenance, and gardening service, and other necessary utility or other services for the Association Properties.

(h) **Recreational Facilities.** To maintain and repair, to the extent deemed advisable by the Board, recreational facilities and all improvements relating to such facilities.

(i) **Contracts.** Neither Declarant nor any agent of Declarant shall enter into any contract which would bind the Association or the Board thereof for a period in excess of one (1) year, unless reasonable cancellation provisions are included in such contract.

- (j) **Rule Making.** To make, establish, promulgate, amend and repeal the rules.
- (k) **Enforcement of Restrictions and Rules.** To perform such other acts, whether or not expressly authorized by these Restrictions, as may be reasonably necessary.
- (l) **Other.** To carry out the duties of the Association as set forth in these Restrictions, the Articles, and the By-Laws.

**Section 2. Rules.** The Board may adopt such rules as it deems proper for the use and occupancy of the Association Property. A copy of said rules, as they may from time to time be adopted, amended or repealed, must be mailed or otherwise delivered to each Owner, and may, but need not be, recorded. Upon such mailing, delivery or record, said rules shall have the same force and effect as if they were set forth herein. In addition, as to any Owner having actual knowledge of any given rules, such rules shall have the same full force and effect and may be enforced against such Owner.

**Section 3. Liability of Board Members and Manager.** Neither any Member of the Board nor the Manager shall be personally liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account or any act or omission of the Association, the Board, the Manager or any other representatives or employees of the Association, or the Architectural Committee, provided that such Board Member, or the Manager has, upon the basis of such information as may be possessed by him, acted in a reasonable and prudent manner. Nothing contained herein shall be construed to limit the liability of the Association.