

**AMENDED AND RESTATED  
DECLARATION OF RESTRICTIONS**

This Amended and Restated Declaration of Restrictions (“Declaration”) is made this \_\_\_\_ day of \_\_\_\_\_ 2021, by the Ridgewood Hills Subdivision Homeowners Association, whose address is c/o 48624 Chambury Ct., Plymouth, MI 48170 (hereinafter sometimes referred to as “Association”).

**RECITALS**

WHEREAS, PLYMOUTH INVESTMENT CO. (“Plymouth Investment”, also referred to herein as the “Declarant”), a Michigan Limited Co-Partnership, was the original grantor of the following property:

Lots 1 to 185, inclusive, Ridgewood Hills Subdivision No. 1, as recorded in Liber 98 of Plats, Pages 35 to 40 inclusive, Wayne County Records (hereinafter referred to as “Subdivision No. 1”); and

WHEREAS, Declarant created the Declaration of Restrictions dated July 25, 1978, recorded at Liber 20298, Pages 551 through 563, Wayne County Records (the “Original Declaration”), for the benefit of all Lot Owners in Subdivision No. 1; and

WHEREAS, Subdivision No. 1 was the property that was originally subject to the Original Declaration; and

WHEREAS, the Declarant desired to create a planned community with permanent open space areas, called “Common Areas,” for the benefit of all residents in the Subdivision; and

WHEREAS, Declarant deemed it desirable, for the efficient preservation of the values and amenities in the Subdivision, to create a legal entity, the Association, to which it assigned the powers and duties of maintaining the Subdivision entrance gates, storm water drainage lines and

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retention areas, drainage outlets and facilities serving the Subdivision, as well as owning, maintaining and administering the Common Area and facilities constructed thereon and collecting and disbursing the assessments and charges created in the Original Declaration, and in connection therewith, promoting the recreation, health, safety and welfare of the residents; and

WHEREAS, in connection with the above, the, Declarant and the Township of Plymouth entered into an Open Space Agreement which established certain obligations of the Association to the Township in relation to the ownership and administration of the Common Area, and maintenance of the Subdivision entrance gates, the storm drainage lines, outlets and water retention areas and storm water facilities serving the Subdivision; and

WHEREAS, Declarant later amended the Original Declaration through a Declaration of Restrictions for Ridgewood Hills Subdivision No. 2 and First Amendment to Declaration of Restrictions for Ridgewood Hills Subdivision No. 1 dated October 1, 1984, recorded on December 30, 1985, in Liber 22628, Pages 916 through 918, Wayne County Records, which added the following property to the land that is subject to the Declaration:

Lots 186 to 241 inclusive, Ridgewood Hills Subdivision No. 2, as recorded in Liber 100 of Plats, Pages 98 to 100 inclusive, Wayne County Records (hereinafter referred to as “Subdivision No. 2”); and

WHEREAS, Declarant later amended the Original Declaration through a Declaration of Restrictions for Ridgewood Hills Subdivision No. 2 and Second Amendment to Declaration of Restrictions for Ridgewood Hills Subdivision No. 1 dated December 6, 1985, recorded on December 30, 1985, in Liber 22629, Pages 201 through 203, Wayne County Records, which added the following property to the land that is subject to the Original Declaration:

Lots 242 to 305 inclusive, Ridgewood Hills Subdivision No. 3, as recorded in Liber 101 of Plats, Pages 29 to 32 inclusive, Wayne County Records (hereinafter referred to as “Subdivision No. 3”); and

WHEREAS, Declarant later amended the Original Declaration through a Declaration of Restrictions for Ridgewood Hills Subdivision No. 4 and Third Amendment to Declaration of Restrictions for Ridgewood Hills Subdivision No. 1 dated April 15, 1987, recorded on May 26, 1987, in Liber 23257, Pages 737 through 739, Wayne County Records, which added the following property to the land that is subject to the Original Declaration:

Lots 306 to 385 inclusive, Ridgewood Hills Subdivision No. 4, as recorded in Liber 102 of Plats, Pages 1 to 3 inclusive, Wayne County Records, hereinafter referred to as “Subdivision No. 4”); and

WHEREAS, Declarant later re-recorded the Declaration of Restrictions for Ridgewood Hills Subdivision No. 4 and Third Amendment to Declaration of Restrictions for Ridgewood Hills

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Subdivision No. 1 on March 10, 1988, in Liber 23640, Pages 912 through 914, Wayne County Records, ostensibly for the purpose of including the Liber and Page information for the Plat for Subdivision No. 4 in the document; and

WHEREAS, the Association later amended the Original Declaration through a Fourth Amendment to Declaration of Restrictions for Ridgewood Hills Subdivision No. 1, No. 2, No. 3 and No. 4, Plymouth Township, Michigan, dated December 29, 2011 and recorded on May 21, 2012, in Liber 49879, Page 370, Wayne County Records, for the purpose of amending certain provisions in Article V of the Original Declaration regarding chain link fencing and swimming pools; and

WHEREAS, the Association later recorded a Written Approval for Fourth Amendment to Declaration of Restrictions for Ridgewood Hills Subdivision No. 1, No. 2, No. 3 and No. 4, Plymouth Township, Michigan, dated March 1, 2013, and recorded on August 14, 2013, in Liber 50999, Page 358 et seq., Wayne County Records, for the purpose of recording the requisite written consents of the Lot Owners and Plymouth Township to the amendments contained in the previous amendment to Article V of the Original Declaration regarding chain link fencing and swimming pools; and

WHEREAS, the property that is subject to the Original Declaration, as amended, is described in the attached Exhibit “A”;

WHEREAS, the Association’s Board of Directors has proposed certain changes to the terms of the Original Declaration, as amended, which are contained herein, and which have been approved by both the Township of Plymouth and by the Owners via a written instrument signed by the Township and by the Owners of not less than seventy-five (75%) percent of the Lots in the Subdivision, in accordance with Article VII, Section 2 of the Original Declaration; and

WHEREAS, the written instrument signed by the Owners which indicates the approval of seventy-five percent of the Lot Owners to the amendments contained in this Declaration to the Original Declaration are the signed, written consents attached hereto as Exhibits B-1 through B-\_\_\_\_, which are hereby incorporated by reference into this Declaration;

WHEREAS, the Association desires to promote the proper use and appropriate development, enhancement and improvement of the Property; protect the Owners of the Property against improper use of surrounding Lots and/or parcels as may depreciate the value of the Property; guard against the construction of buildings with improper or unsuitable materials; promote adequate and reasonable development of the Property; encourage the construction of attractive improvements on the Property and establish appropriate locations of such improvements to secure and maintain proper setbacks from the streets and adequate free spaces between structures; provide for the maintenance of the Common Areas, and to this end desires to subject the Subdivision and the Common Area to the covenants, restrictions, easements, charges and liens hereinafter set forth herein, each and all of which is and are for the benefit of the Subdivision and

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each Owner of a Lot therein; promote high standards of maintenance and operation of open areas, facilities and services for the benefit and convenience of all Lot Owners and residents; and, in general, provide for a residential subdivision of the highest quality and character;

**NOW, THEREFORE,** the Association hereby re-declares and affirms that the real property described on attached Exhibit “A” is, and any parcels and/or lots into which the Property may be divided is, and shall be, held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations and grants hereinafter set forth, together with the agreements which comprise the general improvement plan, as well as the Open Space Agreement between Declarant and the Township of Plymouth (both of which shall be incorporated by reference in all deeds of conveyance and contracts for the sale of said Lots), and such other conditions, covenants, restrictions, reservations and grants which are hereafter recorded with respect to the Property, all of which conditions, covenants, restrictions, reservations and grants are for the benefit of all Lot Owners, and which shall run with and bind the Property and all parties having any right, title or interest in the Property or any part thereof, or improvements thereon, as well as their heirs, successors and assigns.

This Declaration amends and restates in its entirety the Original Declaration, as previously amended.

## ARTICLE I

### DEFINITIONS

**Section 1. Act.** The “Act” means the Michigan Nonprofit Corporation Act, Public Act 162 of 1982, as amended, MCL 450.2101 et seq.

**Section 2. Association, Corporation.** The terms “Association” shall mean Ridgewood Hills Subdivision Association, a Michigan non-profit corporation, of which all Lot Owners shall be Members. The term “Corporation,” when used herein in specific reference to the Association, shall be synonymous with the term “Association.” The Association shall administer, operate, manage and maintain the Subdivision in accordance with the Declaration and other Governing Documents.

Any action required of or permitted to the Association shall be exercisable exclusively by its Board of Directors unless specifically reserved to its members by the Governing Documents (defined below) or the laws of the State of Michigan.

**Section 3. Ballot.** “Ballot” means an instrument in writing or electronic form that is designed to record the vote or votes of members under Section 408 (MCL 450.2408) or Section

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409 (MCL 450.2409) of the Michigan Nonprofit Corporation Act, or at a vote conducted at a meeting of the members.

**Section 4. Board of Directors, Board.** The “Board of Directors” or “Board” means the Board of Directors of the Ridgewood Hills Subdivision Association.

**Section 5. Bylaws.** This Declaration shall also constitute the Bylaws of the Association as provided under the Michigan Nonprofit Corporation Act.

**Section 6. Commercial Vehicle.** A “Commercial Vehicle” means any vehicle that has any one of the following characteristics:

- (a) more than two axles;
- (b) gross vehicle weight rating in excess of 10,000 pounds;
- (c) visibly equipped with or carrying equipment or materials used in a business; or
- (d) carrying a sign advertising or identifying a business.

**Section 7. Common Areas.** The “Common Areas” shall mean those areas of land shown on the recorded plat of the Subdivision (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners, including those areas designated as parks on the recorded plats with respect to the Subdivision or as otherwise referenced in this Declaration, together with any improvements constructed within the foregoing areas, including without limitation, the Recreational Facilities, Entrance Way, cul de sac street islands, Landscaping and Perimeter Improvements, Irrigation Improvements and Storm Water Drainage Facilities.

The Common Area parks in the Subdivision include Ridgewood Center Park, Ridgewood Park South, Pineview Park, Winterset Park, Ridgewood Park West, Ridgewood Park Northwest, and Ridgewood Park North.

The Common Area parks shall be owned by the Association.

**Section 8. Declarant.** "Declarant" shall mean and refer to Plymouth Investment Co., a Michigan Limited Co-Partnership, and its successors and assigns.

**Section 9. Declaration.** "Declaration" shall mean and refer to this Amended and Restated Declaration of Restrictions, as recorded in the office of the Wayne County Register of Deeds, State of Michigan, as it may be subsequently amended from time to time.

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**Section 10. Default, Owner Fault.** “Default” or “Owner Fault” means any action or any refusal or failure to act (including, without limitation, intentional acts, negligence, gross negligence, misuse, omissions, neglect, misfeasance, or malfeasance) which renders an Owner, tenant or non-Owner occupant in default of, in noncompliance with, or in breach of the Association’s Governing Documents.

**Section 11. Dwelling.** “Dwelling” shall mean the single-family residence constructed on a Lot within any of the Subdivision, and all structures and improvements relating thereto.

**Section 12. Electronic Transmission, Electronically Transmitted.** “Electronic Transmission” or “electronically transmitted” means any form of communication that meets all of the following:

- (a) It does not directly involve the physical transmission of paper.
- (b) It creates a record that may be retained and retrieved by the recipient.
- (c) It may be directly reproduced in paper form by the recipient through an automated process.

**Section 13. Entrance Way, Landscaping and Perimeter Improvements.** “Entrance Way, Landscaping and Perimeter Improvements” shall mean any entrance way monuments, signs, landscaping and related improvements, and any perimeter landscaping, sidewalks, or fencing located within the Common Areas. These shall also include any cul de sac street islands located within the Subdivision’s roads.

**Section 14. Good Standing.** A Lot Owner in “Good Standing” means an Owner whose assessment and all other payment or performance obligations to the Association, as determined by the Board of Directors, are not in arrears, and who is not otherwise in default of any provisions of the Association’s Governing Documents. An Owner must be in “Good Standing” in order to be entitled to vote under the Act and the Governing Documents.

**Section 15. Governing Documents.** The Association’s “Governing Documents” shall mean and include this Declaration, the Association’s Amended and Restated Articles of Incorporation, as well as any rules or regulations duly adopted in accordance with the Declaration, as any and all of said Documents might be amended from time to time.

**Section 16. Irrigation Improvements.** “Irrigation Improvements” shall mean any irrigation systems and related facilities, including meters and back flow protectors, located in the Common Areas.

**Section 17. Lot.** A “Lot” shall mean each numbered unit of land designated for residential use and the construction thereon of a single-family Dwelling, as identified on the recorded plats with respect to each of the Subdivision.

**Section 18. Member.** “Member” shall mean a member of the Ridgewood Hills Subdivision Association. Each Owner of a Lot in the Subdivision shall be a Member of the Association, and no other person or entity shall be entitled to membership.

**Section 19. Mortgagee.** “Mortgagee” means the named mortgagee or owner of any mortgage on all or any portion of the Subdivision or any Subdivision Lot.

**Section 20. Non-Owner Occupant.** “Non-Owner Occupant” means any person or entity which holds a possessory right or interest or otherwise occupies a Lot by any means whatsoever, whether by lease or rental agreement, as well as without the payment of rent or any other consideration to the Owner, or otherwise.

**Section 21. Owner.** “Owner” means a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who or which owns record fee simple title to one or more Lots in the Project, regardless of whether the Lot is owned by one or more persons or entities.

The term “Owner,” wherever used, shall be synonymous with the term “Lot Owner.” Both Land Contract vendees and vendors shall be considered “Owners,” and shall be jointly and severally liable for all obligations and responsibilities of Owners under the Governing Documents and the Act.

The term "Owner" shall not include any mortgagee or any other person or entity having an interest in a Lot merely as security for the performance of an obligation, unless and until such mortgagee or other person or entity shall have acquired fee simple title to such Lot by foreclosure or other proceeding or conveyance in lieu of foreclosure.

**Section 22. Proper Purpose.** “Proper purpose” means a purpose that is reasonably related to a person’s interest as a member of the Association, as that term is further defined in the common law of Michigan and the Nonprofit Corporation Act.

**Section 23. Property.** The term, "Property" shall mean that certain real property described on Exhibit “A” attached hereto and previously made a part hereof. The term “Property” shall be synonymous with the term, “Subdivision.”

**Section 24. Record.** “Record” means to record as provided by Michigan law relating to the recording of deeds or other evidences of title or any interest in a Lot or the Project.

**Section 25. Right to Inspect.** “Right to inspect” includes the right to copy and make extracts from the records of the Association and, if reasonable, the right to require the Association to supply copies made by photographic, xerographic, or other means as permitted by the Act, or as provided for in the Governing Documents.

To cover the costs of labor and material, the Association may require a member to pay a reasonable charge for copies of the documents provided to the Member.

**Section 26. Subdivision.** The “Subdivision” shall mean the single-family residential subdivisions known as Ridgewood Hills Subdivisions No. 1, No. 2, No. 3, and No. 4, pursuant to the plats recorded thereof, collectively. Whenever used in the Governing Documents, the term, “Subdivision” shall mean and refer to all four of the Ridgewood Hills Subdivisions collectively unless otherwise expressly indicated.

Ridgewood Hills Subdivision No. 1 is recorded in Liber 98 of Plats, Pages 35 through 50, inclusive, Wayne County Records; Ridgewood Hills Subdivision No. 2 is recorded in Liber 100 of Plats, Pages 98 through 100, inclusive, Wayne County Records; Ridgewood Hills Subdivision No. 3 is recorded in Liber 101 of Plats, Pages 29 to 32, inclusive, Wayne County Records; and Ridgewood Hills Subdivision No. 4 is recorded in Liber 102 of Plats, Pages 1 to 3 inclusive, Wayne County Records.

**Section 27. Township.** “Township” shall mean the Charter Township of Plymouth, Wayne County, Michigan, a Michigan municipal corporation.

**Section 28. Volunteer.** “Volunteer” means an individual who performs services for the Association, other than services as a volunteer Director, and who does not receive compensation or any other type of consideration for the services other than reimbursement for reasonable expenses actually incurred.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

**Section 1. Legal Description of Property.** The Property which is subject to and which shall be held, transferred, sold, conveyed and occupied pursuant to this Declaration is more particularly described on Exhibit “A” attached hereto.

**Section 2. Owners’ Easements of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall pass with the title to every Lot, subject to the following provisions:

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(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 the recreational facilities by an Owner for any period during which any general or special assessment against their Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(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 the Owners of two-thirds (2/3rds) of the Lots in the Subdivision 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 Township of Plymouth by and through its Township Board of Trustees shall have first been obtained; and

(d) Easements shown on the recorded plat of the Subdivision.

**Section 3. Delegation of Use.** Any Owner may delegate, in accordance with this Declaration, their right of enjoyment to the Common Area and facilities to the members of their family, tenants, Non-Owner Occupants, or purchasers who reside on the Property.

### ARTICLE III

#### HOMEOWNERS ASSOCIATION

**Section 1. Creation and Purposes.** The Subdivision is and shall be managed by the Ridgewood Hills Subdivision Association, a Michigan non-profit corporation created in accordance with the Act.

The Association and its Members shall have those rights and obligations which are set forth in this Declaration and in the Articles of Incorporation of the Association, as amended.

The purposes of the Association shall be to:

(a) maintain the Common Areas for the common use, safety, enjoyment and benefit of all residents and Owners, and to arrange for the provision of services and facilities of common benefit;

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(b) to control, as permitted by this Declaration, the specifications, architecture, design and appearance of all building and improvements of any type to the Property so as to ensure proper use and appropriate development thereof consistent with a harmonious general plan of improvement for the Subdivision; and

(c) to perform all of the functions contemplated of the Association as set forth herein and in general to maintain and promote the desired character of the Subdivision.

**Section 2. Membership.** Every Owner of a Lot in the Subdivision shall be a mandatory member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Every Lot Owner shall become a Member commencing on the date on which said Owner is conveyed fee simple title to said Lot or, if applicable, the date on which a land contract purchaser enters into a land contract to purchase said Lot. Both land contract vendees and vendors shall be considered “Owners,” and shall be jointly and severally liable for all obligations and responsibilities of Owners under the Governing Documents.

**Section 3. Articles and Bylaws.** The Association shall be organized, governed and operated in accordance with its Articles of Incorporation and this Declaration. The provisions of the Articles shall be consistent with the provisions and purposes of this Declaration. This Declaration shall also constitute the “Bylaws” for the Association.

In the event there exists any conflict between the provisions contained within the Association's Articles of Incorporation and the provisions contained within this Declaration, the provisions of this Declaration shall control.

**Section 4. Directors.** The right to manage the affairs of the Association shall be exclusively vested in the Association's Board of Directors. The Directors shall be elected by the Members in accordance with the provisions of the Articles of Incorporation and this Declaration.

The eligibility requirements, voting rights, powers, duties, and other relevant provisions regarding Directors and the operations of the Board shall be as set forth elsewhere in this Declaration.

**Section 5. Principal Office.** The principal office of Association shall be located as the Board of Directors may determine or as the affairs of the Association may require.

## ARTICLE IV

### VOTING

**Section 1. Voting Rights.** The Association shall have one (1) class of voting membership. Each Lot shall be entitled to one (1) vote. A Member shall be entitled to one (1)

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vote on each matter submitted to a vote of the Members for each Lot owned by the Member. The voting rights of members shall be as further set forth in the Association’s Articles of Incorporation and this Declaration.

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 determined in accordance with Section 3 of this Article, but in no event shall more than one vote be cast with respect to any one Lot.

**Section 2. Eligibility to Vote.** Upon receiving a request from the Board, an Owner shall present a copy of their deed or other evidence of ownership to their Lot in the Subdivision to the Board to verify their membership in the Association and eligibility to vote. If an Owner fails to provide such evidence of membership after the Board has made such a request, then the Owner shall not be entitled to vote at any Association or Board meeting until they have presented evidence of ownership of a Lot in the Subdivision to the Board.

The vote for each Lot may be cast by any Owner of the Lot or by the Owner designated as the Voting Representative for such Lot in the notice described in Section 3 of this Article IV below, or by a proxy given by such individual representative.

An Owner must be in Good Standing as of the record date for such vote to be eligible to vote. The right to vote includes the right to sign any petitions, and the Owner must be in Good Standing at the time of presentation and signature of a petition in order to validly sign or circulate a petition.

**Section 3. Voting of Lots Owned by More than One Owner; Designation of Voting Representative.**

(a) **Right to Vote – Lots Owned by More than One Owner.** If a Lot is owned by more than one person or entity, then any one of the Owners may cast the Lot’s vote unless the Owners of the Lot have agreed in writing that only the Owner they have designated via their written agreement may cast the Lot’s vote (the Lot’s “Designated Voting Representative”).

If a Lot is owned by a corporation or other legal entity, then only the individuals for such entities who would be eligible to serve as Directors under Article VI, Section 1 of this Declaration may be eligible to vote or to be appointed to serve as a Designated Voting Representatives for such entity-owned Lots under Section 3 (b).

Land contract vendees shall be recognized as having the right to vote any Lot subject to the land contract unless the vendor for the Lot provides the Association with a copy of the land contract expressly reserving voting privileges to the vendor.

An Owner of a life estate under a ladybird deed who is residing in a Dwelling on a Lot shall have the right to exercise the voting rights for the Lot that is subject to

such a life estate upon providing a copy of their deed or other evidence of ownership of the life estate interest to the Board, unless another party to the conveyance which created the life estate presents evidence to the Board that they are entitled to vote for that Lot.

(b) **Designation of Voting Representative for a Lot.** The Owners of a Lot may file a written notice with the Association of their agreement designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Owner. The individual designated as the voting representative under this Section must be one of the Owners of the Lot that is the subject of the written notice.

Such written notice regarding a Designated Voting Representative shall be signed and dated by the Owners of the Lot. If a Lot is owned by two persons or entities, then each Lot Owner must sign the notice. If a Lot is owned by more than two Owners, then the signatures of a majority of the Owners of the Lot are required to designate the individual representative under this Section.

The individual representative designated may be changed by the Owner(s) of the Lot at any time by filing a new notice in the manner herein provided.

(c) **Association's Right to Request Lot Owners to Submit Information.** Upon request by the Board or the Association's managing agent, an Owner shall provide a notice stating the name, address, and telephone number of the Designated Voting Representative of the Owner's Lot (if any), as well as the name, address, and telephone number of each person, firm, corporation, partnership, association, trust, or other entity who is an Owner of the Lot that is the subject of the notice.

The notice shall also state the total number of Lots in the Subdivision that are owned (in whole or in part) by each of the Owners of the Lot that is the subject of the notice.

#### **Section 4. Voting.**

(a) **Methods of Voting.** For any votes cast at an Association meeting, votes may be cast in person, by proxy, or by a written absentee ballot (including ballots cast by email) duly signed by a Lot Owner or by the Lot's designated voting representative who is not present at the meeting in person or by proxy.

An invalid ballot, abstention or the submission of a ballot marked "abstain" with respect to any action does not constitute a vote case on that action. A Member may not revoke a ballot received by the Association. The Board of Directors may establish procedures that enable Members or a specified number or percentage of Members to include proposed actions in a ballot.

(b) **Proxies.** Only a Member in Good Standing may vote a proxy for

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another Owner. Proxies and any written absentee ballots must be filed with the Secretary of the Association, or with such other person as the Association shall designate, at or before the appointed time of each meeting of the members of the Association. Such filings may be made by hand delivery, mail, fax, email, or by any method permitted by the Nonprofit Corporation Act, including all methods of electronic transmission or communication permitted by the Act. A proxy shall not extend beyond a period of 11 months, and every proxy shall automatically cease upon the sale of the Member's Lot which granted the proxy.

(c) **Voting for Directors.** Voting for the election of Directors at the Annual Meeting may be conducted in person or by proxy or by written absentee ballot. Cumulative voting shall not be permitted. "Cumulative voting" is defined as voting conducted in any election whereby the number of votes each Lot Owner gets to cast in the election is based on the number of Directors to be elected and the Owner is permitted to cast all of their votes for one candidate.

(d) **Voting to Remove a Director.** Voting for the removal or recall of a Director shall only be conducted at a membership meeting in person or by proxy.

(e) **Taking Action by Written Ballot without a Meeting.** Any action which could be authorized at an annual or special meeting of the members, other than the removal or recall of directors, maybe authorized without a meeting by the majority vote of the membership by written ballot in accordance with Section 408 of the Nonprofit Corporation Act. The ballot provided to the members shall set forth each proposed action, provide an opportunity for the members to vote for or against each proposed action, and shall specify a time by which the corporation must receive a ballot in order to be counted as a vote of the member. The time specified shall be not less than 20 or more than 90 days after the date the Association provides the ballot to the members.

(f) **Virtual Meetings.** The Board of Directors may, in its discretion, decide to conduct the annual meeting or a special meeting of the membership solely by means of remote communication pursuant the requirements of MCL 450.2405 (4).

At the discretion of the Board, Members may also participate at an in-person annual meeting or special meeting by means of remote communication as permitted by MCL 450.2405 (1).

**Section 5. Majority; Approval of Actions by Written Ballot without a Meeting.** A majority, except where otherwise provided herein, shall consist of those Owners who represent more than fifty (50%) percent of the Lots in the Subdivision in Good Standing and who are present in person, by proxy, or by written absentee ballot at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth.

For actions approved by written ballot without a meeting, an action is considered approved

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if the total number of members voting or the total number of member votes cast in ballots received by the Association by the time specified in the ballots equals or exceeds the quorum required to be present at a meeting to take the action, and the number of favorable votes equals or exceeds the number of votes that would be required to approve the action at a meeting at which the number of votes cast by members present in person, by proxy or by written absentee ballot was the same as the number of votes cast by written ballot.

## ARTICLE V

### MEMBERSHIP MEETINGS

**Section 1. Location of Membership Meetings; Procedure.** Meetings of the Association shall be held at the principal office of the Association, or at such other suitable place convenient to the Members as may be designated by the Board of Directors, either within the Subdivision or as convenient to them as is possible and practical.

Voting shall be as provided in this Declaration. Meetings of the Association shall be conducted in reasonable compliance with Roberts Rules of Order, when not otherwise in conflict with the Articles of Incorporation, this Declaration, any duly adopted rules or regulations of the Association, and the laws of the State of Michigan.

The Board of Directors may decide, in its discretion, to hold an annual or special Association meeting solely by means of remote communication, and to permit Members to attend an in-person Association meeting by means of remote communication, in accordance with Article IV, Section 4 (f) of this Declaration.

**Section 2. Annual Meeting; Agenda.** Annual Meetings of members of the corporation shall be held in the month of May of each year, or during such month and at such date, time and place as the Board of Directors shall direct. At such meetings there shall be elected by ballot of the Owners a Board of Directors in accordance with the requirements of Article VI of this Declaration. The Owners may also transact at annual meetings such other business of the Association as may properly come before them.

At the Annual Meeting of members, the order of business shall be as follows:

- (a) Calling the meeting to order;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Determination of Quorum;
- (d) Reading of minutes of the last Annual Meeting;

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- (e) Reports of officers;
- (f) Reports of committees;
- (g) Appointment of inspectors of election;
- (h) Election of Directors (at annual meeting or special meetings held for such purpose);
- (i) Unfinished business;
- (j) New business.

Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

The Board may, at its discretion, also call a Membership meeting in January of each year for the purpose of discussing nominations for the election of Directors to be held at the Annual Meeting later in the year.

**Section 3. Special Meetings.** The President may call special meetings of the Membership. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of the Board of Directors, or upon a petition signed by Members representing at least one-third (33.33%) of the total Lots in the Subdivision.

The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

**Section 4. Notice of Meetings.** It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Owner of record, at least ten (10) days but not more than sixty (60) days prior to such meeting.

The mailing, postage prepaid, of a notice to the representative of each Owner at the address shown in the notice filed with the Association by Article IV, Section 3 (b) of this Declaration shall be deemed notice served. If the Lot Owners have not filed such a notice with the Association, then the Association's mailing of a meeting notice to any Lot owner at the Owner's address for their Lot in the Subdivision shall be deemed notice served.

Each member shall be deemed to have consented to receiving notices via electronic transmission (including, but not limited to, via email or text) if they provide the Association with their email/text address or otherwise authorize receipt of notice via another means of electronic transmission. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association shall be deemed due notice.

**Section 5. Quorum.** Except for any provisions in this Declaration which might require a greater quorum for meetings on certain matters, the presence in person or by proxy or written ballot of the Members representing ten (10%) percent of the Lots in the Subdivision entitled to vote shall constitute a quorum at all meetings of the Association. The written absentee ballot of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the ballot is cast. The Board, in its discretion, may permit a Member who is attending a meeting by means of remote communication to count towards quorum for that meeting.

**Section 6. Adjournment for Want of Quorum.** If any meeting of Owners cannot be held because a quorum is not in attendance, the Owners who are present may adjourn the meeting to another date, time and place. If the Board of Directors does not announce the time and place for the adjourned meeting at the meeting at which the adjournment is taken, then the Association shall give proper notice of the time and place of the adjourned meeting to the Owners as required by this Declaration and the Nonprofit Corporation Act.

If an Annual Meeting is adjourned for lack of quorum, the Directors who were serving on the Board prior to the date of the Meeting shall continue to serve on the Board until their successors are elected at an Annual Meeting at which quorum is obtained in accordance with this Declaration.

**Section 7. Consent of Absentees.** The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy or by written ballot, and if, either before or after the meeting, each of the members not present in person or by proxy or by written ballot, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

**Section 8. Waiver of Notice.** Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting.

Attendance at a meeting by a Member or alternate shall be deemed waiver by such Member of notice of the time, date and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order.

Attendance at a special meeting shall also be deemed waiver of notice of all business transacted at the meeting unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

**Section 9. Minutes; Presumption of Notice.** Minutes or a similar record of the proceedings of the meetings of members, when signed by the President or Secretary, shall be presumed to evidence truthfully the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

The minutes taken at each meeting of the Owners shall record:

- (a) An explanation of each major matter discussed at the meeting;
- (b) Each issue on which a vote is taken; and
- (c) The number of votes for and against any matter on which a vote is taken.

The Board of Directors shall distribute the minutes of the previous year's Annual Meeting minutes to the membership at least sixty (60) days prior to the date of the current year's Annual Meeting.

**Section 10. Record Retention and Destruction.** The Board of Directors shall adopt a Record Retention and Destruction Policy to govern the keeping and proper disposal of the Association's records. The Policy shall address, at a minimum, the different types of records to be kept by the Association and the required length of time for the keeping of such records, as well as their permitted disposal. The Policy may also delegate record keeping and disposal functions to the Association's managing agent to the extent such delegation is permitted by law and these Bylaws.

## ARTICLE VI

### BOARD OF DIRECTORS

**Section 1. Eligibility.** In accordance with the Declaration and the Michigan Nonprofit Corporation Act, as now or hereafter amended, the Association shall be governed by a Board of Directors, each of whom must be member of the Association or the legal spouse of a member, or the domestic partner of a member who is residing in a Dwelling with that member. Each Director shall be a resident of a Dwelling within the Subdivision.

No legal entity (such as a corporation, partnership, trust, or limited liability company) shall itself be eligible to serve as a Director of the Association. If a member is a partnership, then only a partner who is residing in the Dwelling that is owned by the partnership shall be qualified and eligible to serve as a Director. If a member is a corporation, then only a shareholder or a director who is residing in the Dwelling that is owned by the corporation shall be qualified and eligible to serve as a Director. If a member is a limited liability company, then only a member of the company who is residing in the Dwelling that is owned by the company shall be qualified and eligible to serve as a Director. If a member is a Trust, then only the present beneficiary of the trust who is residing in the Dwelling owned by the trust shall be qualified and eligible to serve as a Director.

Directors shall serve without compensation. No candidate for election or appointment to the Board of Directors shall be eligible to serve (or if already elected or appointed, to continue to serve) if they are not in Good Standing, as defined in the Declaration.

Tenants and Non-Owner Occupants of Dwellings in the Project shall not be eligible to serve on the Board of Directors (with the exception of the legal spouses and domestic partners of members as set forth above).

**Section 2. Size; Terms of Office; Staggered Board.** The Board of Directors shall be composed of nine (9) persons who shall manage the affairs of the Association, subject to the provisions regarding the Board's discretion to fill a vacancy created by a Director's resignation set forth in Section 6 of this Article. Directors are elected by a plurality of the votes cast at the Annual Meeting in person or by proxy or by written absentee ballot.

In the event that a Director resigns or is deemed to resign under any provisions of these Bylaws and there remains at least three (3) Directors on the Board after the resignation, the remaining Directors may choose in their discretion to either appoint a replacement Director under Section 6 of this Article, or they may leave the Director's seat vacant until the next Annual Meeting, at which point the seat shall be filled by the Annual Election of Directors by the Owners.

When a vacancy created by a Board member's resignation is filled at the next Annual Meeting, the person elected to fill the vacancy shall serve out the remaining term, if any, of the Director who resigned or was deemed to resign. For purposes of this paragraph, the "person elected to fill the vacancy" shall be the person who won election to the Board at the Annual Meeting with the least number of votes.

A Director takes office immediately upon their election at the Annual Meeting. Directors shall serve until their successors are elected and take office at the next Annual Meeting.

The Board of Directors shall have staggered terms of office. The term of office for each Director shall continue to be three (3) years. Three (3) seats on the Board shall be filled each year (not including any additional seats which may also need to be filled at an election in a given year due to a Director's resignation in the first or second year of their term).

**Section 3. Powers and Duties - Generally.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of Subdivision and may do all acts and things as are not prohibited by the Governing Documents or required thereby to be exercised and done by the Owners.

To the extent that the Governing Documents or the Act vest a power in the Board of Directors, such a power shall be exclusively vested in the Board and may not be exercised or assumed by the Owners (unless the Governing Documents, the Act or other applicable law expressly require that the Owners have a right to exercise or assume such a power).

The Directors have fiduciary duties to the membership, including the duty of loyalty to act only in the best interests of the members, as well as the duties of care and good faith. The Directors shall at all times govern themselves and their conduct in full accordance with these fiduciary duties.

**Section 4. Specific Powers and Duties.** In addition to the foregoing powers and duties imposed by the Governing Documents, or any further duties which may be imposed by resolution of the Members of the Association, the Board of Directors shall be responsible specifically for the following:

(a) To manage and administer the affairs of and to maintain the Common Areas of the Subdivision in accordance with the Declaration;

(b) To levy and collect assessments against and from the Members of the Association in accordance with the Declaration, and to use the proceeds thereof for the purposes of the Association;

(c) To carry insurance and to collect and allocate the proceeds thereof;

(d) To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance and administration of the Subdivision;

(e) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien; provided, however, that any such action shall also be approved by the affirmative vote of Owners representing at least sixty percent (60%) of all of the Lots of the Subdivision entitled to vote;

(f) To acquire, purchase, maintain and improve, and (once acquired or purchased) to operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Lot in the Subdivision and easements, rights-of-way and licenses) on behalf of the Association, in furtherance of any of the purposes of the Association;

**(g)** To make rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof, in accordance with the Act, the Articles of Incorporation and this Declaration;

**(h)** To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Subdivision and Association, and to delegate to such committees any function or responsibilities which are not by law or the Governing Documents required to be performed by the Board;

**(i)** To enforce the provisions of the Governing Documents;

**(j)** To open and maintain accounts with financial institutions or entities;

**(k)** To determine an annual budget and such other financial plans for Association funds as may be necessary or desirable for the maintenance, repair, remediation, replacement and reconstruction of the Common Areas, or in furtherance of administration of the affairs of the Association;

**(l)** To initiate, authorize, or ratify suits, actions, investigations, proceedings (civil, criminal or investigative) by the Association or defense of same against the Association, its Board Members, Officers, agents or third parties;

**(m)** To remit payment for property taxes or other liens assessed or attached to any Lot and the Common Areas where necessary to preserve the Association's interest in the Lot and the Common Areas;

**(n)** To initiate, assert, defend, ratify or settle claims in any forum on behalf of all Owners in connection with or relating to, the maintenance, upkeep, repair, remediation, replacement and reconstruction of the Common Areas and administration or operation of the Subdivision and in the name of the Association;

**(o)** To resolve any threatened, potential, or existing liabilities in the best interest of the Association. The actions of the Board of Directors shall be governed by and reviewed in accord with by the Business Judgment Rule;

**(p)** To suspend the voting rights and the 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 infractions of the published rules and regulations;

**(q)** To keep 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

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Special Meeting when such statement is requested in writing by at least one-quarter (1/4) of the Lots in the Subdivision entitled to vote;

(r) To cause the storm water drainage lines, storm water retention areas, storm drainage outlets and facilities serving the Subdivision, the Common Areas and the Subdivision entrance gates to be improved, maintained and preserved, as more fully set forth in this Declaration;

(s) To comply with the requirements of the recorded Subdivision Open Space Agreement entered into by the Declarant and the Township of Plymouth; and

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

**Section 5. Management Agent.** The Board of Directors may employ for the Association a professional management agent at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed above, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Governing Documents required to be performed by or have the approval of the Board of Directors or the Members of the Association.

In no event shall the Board be authorized to enter into a contract with a professional management agent which is longer than one (1) year in its term or which is not terminable by the Association upon thirty (30) days' written notice with or without cause, or which provides for a termination fee or penalty.

**Section 6. Vacancies.** Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a Director until a successor is elected at the next Annual Meeting of the Association.

In the event that a Director resigns or is deemed to resign under any provision of this Declaration and there still remains at least three (3) Directors on the Board after the resignation, the remaining Directors may choose, in their discretion, to either appoint a replacement Director under this Section 6, or they may leave the Director's seat vacant until the next Annual Meeting, at which point the seat shall be filled at the next Annual Meeting by the Owners.

When a vacancy created by a Board member's resignation is filled at the next Annual Meeting, in the event that the term of the Director who resigned was not due to expire for another year, the person elected at the Annual Meeting to fill the vacancy shall serve out the remaining year of the term of the Director who resigned (or who was deemed to have resigned under this Declaration).

**Section 7. Recall of Directors.** At any regular or special meeting of the Association duly called, any one or more of the Directors may be removed with or without cause by the affirmative vote of the Owners representing more than fifty (50%) percent of all of the Lots in the Subdivision, and a successor may then and there be elected to fill any vacancy thus created.

The quorum requirement for the purpose of filling such vacancy shall be the normal ten (10%) percent requirement set forth in Article V, Section 5. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting before the recall vote is conducted at the meeting. All Co-owners in Good Standing who are present at the recall meeting in person, by proxy or by absentee ballot shall be counted towards quorum for the meeting. The Board, in its discretion, may permit a Member who is attending a meeting by means of remote communication to count towards quorum for that meeting.

**Section 8. First Meeting of the Board.** The first meeting of a newly elected Board of Directors shall be held at the next Regular meeting of the Board, but in no event shall the meeting be held more than thirty (30) days from the date of election. Notice of the meeting shall be given to the Directors as prescribed in Section 9 of this Article VI.

The purpose of this meeting shall be the election of officers and such other matters as might come before the Board at a Regular meeting. If the date, place and time of the first Board meeting is set at the membership meeting at which the new Directors were elected and the majority of the Board is present at said meeting, then the Board need not provide any written notice for the first Board meeting.

After any election of new Directors at an Annual Meeting or the resignation of any Director, the Directors who are no longer serving on the Board shall turn over all minutes, financial statements, maintenance schedules, alteration/modification forms, project proposals, contracts and all other Association records, documents and Association personal property of any kind in their possession or control to the remaining and newly-elected Directors no later than the date of the First Meeting of the Board (if after an Annual Meeting) or the date of next Board meeting that takes place after the Director's resignation (if after a resignation).

**Section 9. Regular Board Meetings.** Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year.

Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, fax, telephone, email or text at least ten (10) days prior to the date named for such meeting.

**Section 10. Special Board Meetings.** Special meetings of the Board of Directors may be called by the President on at least three (3) calendar days' notice to each Director, given

personally, by mail, fax, telephone, text or email, which notice shall state the time, place and purpose of the meeting.

Special meetings of the Board of Directors may also be called in like manner and on like notice by the President upon his or her receipt of a written request that a special Board meeting be called received from any two Directors other than the President. The written request shall state the date, location and time of the special meeting desired by the Directors who are requesting the meeting.

In the event of a disagreement among Board members as to the date, place or time at which a special Board meeting shall be held, the President shall schedule the meeting as requested by the majority of the Board members (including the President).

**Section 11. Board Voting on Actions without a Meeting.** Directors may vote via email without a meeting only if all Directors concur in the action that is the subject of the vote. In such event, the vote shall have the same effect as if a meeting had been physically held. The emails containing the approvals of all of the Board members of the action or decision shall be added to the minutes at the next Board meeting.

**Section 12. Board Meetings – Remote Communication.** Directors may also participate in Board meetings via telephone conference call, video/internet conferencing (e.g., Skype, Facetime, etc.), or by any other means of remote communication by which all persons can communicate with each other. Participation in a Board meeting by such means shall constitute being present in person at the meeting for any and all purposes.

**Section 13. Waiver of Notice.** Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

**Section 14. Quorum – Board Meetings.** At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors.

If, at any meeting of the Board of Directors, less than a quorum is present, the majority of those present may adjourn the meeting to a subsequent time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such director for purposes of determining a quorum.

**Section 15. Fidelity Bonds; Employee Dishonesty Insurance.** The Board of Directors shall require that all directors, officers, agents, volunteers and employees of the Association handling or responsible for Association funds shall be covered by adequate fidelity bonds and/or employee dishonesty insurance purchased by the Association. The premiums on such bonds and insurance shall be expenses of administration. Such bonds or insurance shall not be less than the amount of the reserve funds plus a sum equal to three month's aggregate assessments on all Lots in the Subdivision.

**Section 16. Executive Sessions.** The Board of Directors, in its discretion, may close a portion or all of any meeting of the Board of Directors to the members of the Association or may permit members of the Association to attend a portion or all of any meeting of the Board of Directors.

Any member of the Association shall have the right to inspect, and make copies of, the minutes of the meetings of the Board of Directors; provided, however, that no member of the Association shall be entitled to review or copy any minutes which reference privileged communications between the Board of Directors and counsel for the Association, or any other matter to which a privilege against disclosure pertains under Michigan Statute, common law, the Michigan Rules of Evidence, or the Michigan Court Rules. The Owner shall be responsible for the Association's costs incurred in producing the requested copies.

**Section 17. Conflicts of Interest.** In the event any Director shall have any relationship or transactions with, or interest in, any person or entity with whom or which the Association may have any contractual dealings, such Director shall have an affirmative duty to disclose such relationship, transactions, or interest, in writing, to the Board of Directors at a Board meeting as soon as such contractual dealings are contemplated or initiated.

The proposed contractual dealings must be fair to the Association at the time entered into, and the Director must disclose or make known to the Board all material facts of such relationships, transactions, and/or interests.

If a Director has any such relationships, transactions or interest, he shall recuse himself from any vote taken by the Board to ratify or approve the contractual dealings.

**Section 18. Meeting Minutes.** Minutes shall be taken at each meeting of the Board of Directors. Such minutes shall:

- (a) identify all persons present during the meeting and the time present (if not present for the entire meeting);
- (b) record an explanation of the subject of each matter discussed; and

- (c) state each issue on which a vote is taken.

The minutes for the executive session portion of Board meetings shall be kept separately from the minutes of the regular session of such meetings. Minutes of executive sessions of Board meetings may only be disclosed to the general membership in accordance with Section 16 of this Article and Article XII of this Declaration.

**Section 19. Electronic Transmission.**

(a) **Notices by Electronic Transmission.** In addition to the methods of providing notice of meetings set forth in Article V, Section 4 of this Declaration, notice may also be given by electronic transmission, as defined below. Notice by electronic transmission will be deemed given when electronically transmitted to the person entitled to notice in a manner authorized by the person.

(b) **Use of Electronic Transmission.** As used in this Declaration, “written” or “writing” will include communications by electronic transmission, including but not limited to fax and email.

Notices of meetings, waivers of notice of meetings, proxies, written consents and ballots may be transmitted by electronic transmission. When a notice or communication is transmitted electronically, the notice or communication is deemed to be given when electronically transmitted to the person entitled to the notice or communication in a manner authorized by the person. An Owner or Director will be deemed to have consented to the use of email upon providing the Association with a valid email address.

(c) **Definition of Electronic Transmission.** As used in this Declaration, electronic transmission shall have such definition as is provided in the Act, as amended, and refers to any form of communication that does not directly involve the physical transmission of paper, creates a record that may be retained and retrieved by the recipient and may be directly reproduced in paper form by the recipient through an automated process.

**Section 20. Committees.** The Board of Directors may, by a majority vote, create such Committees (including, but not limited to, ad hoc Committees) as it finds to be useful or necessary to the purposes of the Association. In the sole discretion of the Board, members of Committees may or may not be Members of the Association or Residents of the Subdivision.

**Section 21. Nominations.** In order to qualify as a candidate for election on the ballot that is distributed to the membership along with the notice for the Annual Meeting, an individual must be nominated or nominate themselves in a signed writing. Such written nominations must be received by the Board at least eight (8) weeks prior to the date of the Annual Meeting.

In addition, the candidate must submit (along with their written acceptance of the

nomination, if the person was nominated by another Owner) a biographical statement to the Board at least four (4) weeks prior to the Annual Meeting. Such a biographical statement, at a minimum, must provide the following:

- (a) Address.
- (b) Length of time residing in the Home.
- (c) Education.
- (d) Work experience.
- (e) Other organizational positions held.
- (f) What the candidate hopes to accomplish.

If there are insufficient written nominations submitted to the Board via the above process to fill all of the seats that will be open for election at the Annual Meeting, then the Board will also take nominations from the floor at the Annual Meeting.

A candidate need not be physically present at the Annual Meeting to win election provided that they have submitted their nomination and biographical statement to the Association at least four (4) weeks prior to the Meeting in accordance with the above requirements. A candidate who is nominated from the floor at the Annual Meeting must be present to be eligible as a candidate for the Board.

## **ARTICLE VII**

### **COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** Each Owner of a 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:

- (a) Annual general assessments or charges, and
- (b) Additional assessments for the purposes set forth in Section 3 (b) of this Article;
- (c) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

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The annual general assessment, additional assessments and special assessments, together with interest thereon, collection costs, including 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, attorney's fees and costs and any other costs of collection, in addition to constituting a lien on such Lot and improvements, shall also constitute a joint and several personal obligation of the person or persons who was the Owner of the Lot on the date the assessment was established.

**Section 2. Assessments.** For each fiscal year of the Association thereafter, annual assessments and additional assessments shall be levied and paid in the following manner:

(a) **Annual Assessment.** The Board of Directors of the Association shall levy against each Lot an annual assessment, based upon the projected costs, expenses and obligations of the Association for the ensuing fiscal year, which assessment shall be a specified amount per Lot.

The annual assessment levied by the Association shall be used exclusively for the following purposes:

(i) to promote the recreation, health, safety, and welfare of the residents in the Subdivision;

(ii) for the maintenance of the subdivision storm water drainage lines, storm water retention areas, and all storm drainage outlets and facilities serving the Subdivision;

(iii) for the improvement, landscaping and maintenance of the Common Area and facilities as well as all entrance gates on Lots in the Subdivision abutting roads leading into the Subdivision;

(iv) maintaining, repairing, replacing and operating the Recreational Facilities;

(v) providing services and facilities for the benefit of residents of the Subdivision;

(vi) maintaining, beautifying and improving the streets (including minor road repairs, such as crack filling), walkways, rights-of-way, cul de sac street islands, entrance ways and other common improvements within the Subdivision;

(vii) discharging any taxes, insurance premiums and mortgage installments relating to the Common Areas and Recreational Facilities, and any improvements thereon;

(viii) enforcing this Declaration, as well as any and all of the Association's other Governing Documents, including any and all attorney's fees, costs and/or expenses incurred in relation to such enforcement; and

(ix) retaining the services of legal counsel as may be needed, in the Board's reasonable discretion, to fulfill the Association's purposes, obligations and interests as they are generally defined in this Declaration and other Governing Documents of the Association.

(b) **Increases in Annual Assessment Amount.** Within thirty (30) days following the beginning of each fiscal year of the Association, the Board of Directors shall send a written notice of assessment to each Owner stating the amount of the annual assessment established by the Board of Directors for the ensuing year.

If the Board approves an increase in the annual assessment amount, it shall provide at least ninety (90) days prior written notice to the Membership before the due date of the increased assessment amount.

Notwithstanding any other provision of this Declaration, the annual assessment may not be increased by more than five (5%) percent of the annual assessment for the preceding year without the affirmative vote of the Owners representing at least sixty-six (66%) percent of the total Lots in the Subdivision, cast in person, by proxy or by written ballot at a meeting of the Members called for such purpose. The quorum requirements for such a meeting shall be the same as those specified in Section below.

(c) **Additional Assessments.** Should the Board of Directors at any time determine, in its sole discretion, that the annual assessments levied are or may prove to be insufficient:

(i) to pay the costs, expenses and obligations of operation and management of the Association, the Subdivision, the Recreational Facilities and the Common Areas;

(ii) to provide for the maintenance, repair or replacement of the Common Areas and Recreational Facilities; or

(iii) in the event of emergencies;

the Board shall have the authority to levy such additional assessment(s) as it shall deem necessary,

subject to any restrictions on the Board's authority to levy such additional or increased annual assessments as might be specified elsewhere herein.

Notwithstanding the foregoing, the Board may not levy any additional assessment that is more than one hundred (100%) percent of the amount of the annual assessment that was levied in that year. The Board shall obtain the consent of the Owners of at least sixty-six (66.66%) percent of all of the Lots in the Subdivision before levying any additional assessment that is more than one hundred (100%) percent of the current annual assessment amount in accordance with the same rules and approval requirements that are set forth in regard to special assessments under Section 2 (d) of this Article.

**(d) Special Assessments for Capital Improvements** In addition to the annual and additional 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 constructing or installing improvements or any additions to the Common Areas, the storm water drainage and retention facilities, and any fixtures and personal property in connection with any of the above. No such special assessment shall be levied without the assent of those Owners who represent at least sixty-six (66.66%) percent of all of the Lots in the Subdivision. Voting on such a special assessment may be conducted in person, by proxy or by written ballot at a meeting of the Members duly called for such purpose.

However, anything hereinabove or elsewhere herein to the contrary notwithstanding, in any instance where the Township of Plymouth expends funds in the course of a maintenance service for the benefit of the Subdivision, the Association shall prorate and access the cost thereof equally against all Owners without the necessity of obtaining the vote or any other prior, approval of the membership, and make full reimbursement to the Township within the year following the billing of the Association for such expense.

**(e) Notice and Quorum Requirements for Actions Authorized Under Section 2 (b), (c) and (d) of this Article.** Written notice of any meeting called for the purpose of taking any action authorized under Section 2 (b), (c) or (d) shall be sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies or of written ballots representing at least ten (10%) percent of all the Lots in the Subdivision in Good Standing shall constitute a quorum.

If the required quorum is not present, then another membership meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be lowered to five (5%) percent of all of the Lots in the Subdivision in Good Standing. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

A meeting of the membership shall be called and conducted in any and all events regarding any proposed vote to approve an assessment under Section 2 (b), (c) or (d). The purpose of the

meeting shall be for the Board of Directors to review and discuss the proposed increase in the annual assessment, additional assessment or special assessment with the Owners to the extent the Section 2 (b), (c) or (d) requires the approval of the Lot Owners for such actions. The vote on the assessment in question may, but need not, take place at the same meeting of the membership that was called to review and discuss the proposed increase in the annual assessment, additional assessment or special assessment hereunder. If the vote takes place at the same meeting, voting at the meeting may be conducted in person or by proxy or by written ballot.

The vote of the Lot Owners that is required under Section 2 (b), (c) or (d) may also be conducted by written ballot or written consent after the meeting has been conducted as required by the previous paragraph, in accordance with the applicable provisions of the Nonprofit Corporation Act which permit the approval of actions by written ballot and/or written consent without meetings, as the Act might be amended from time to time.

**(f) Due Dates; Penalties for Default; Application of Payments.** The annual assessment shall be due and payable by the end of March each year. Due dates for any additional assessments or special assessments shall be as established by the Board of Directors in its discretion.

Each Owner shall pay assessments within thirty (30) days from the date the written statement is mailed. Assessments not paid within the thirty (30) day period shall be delinquent and interest shall accrue on delinquent assessments at the interest rate established by resolution of the Association's Board of Directors, which interest rate shall not exceed seven (7%) percent per annum, or the highest rate of interest allowed by law.

The Association may also impose an annual late charge for any assessment that becomes delinquent hereunder. The late charge shall be in the amount of Thirty- Dollars (\$30.00) per year, or such other amount as may be determined by the Board of Directors from time to time. In the event the Board establishes a new late charge amount, it shall give written notice to all Members thirty (30) days before the new late charge rate shall become applicable. Such late charge shall not be deemed to be a penalty or interest upon the funds due to the Association but is intended to constitute a reasonable estimate of the administrative costs and other damages incurred by the Association in connection with the late payment of assessments. The Association may pursue collection of assessments in accordance with any and all of its remedies as they are stated in this Article and Article XVIII of this Declaration, and as otherwise permitted or allowed by law.

All payments made on a delinquent account shall be applied in the following order of priority: non-sufficient funds check charges, attorney fees and costs, late charges, interest, fines, additional assessments, special assessments and, lastly, to any unpaid annual assessments due and owing.

**(g) Purchase of a Lot – Proration of Assessments.** Any Owner who acquires a Lot shall pay to the Association, on the date the Lot is conveyed to the Owner, an

amount equal to the prorated balance of any annual and/or additional assessment and special assessment, if any, established for the then current assessment period, based upon the number of days remaining in the then-current assessment period from the date of conveyance. For each fiscal year thereafter, such Owner shall be liable for any and all assessments levied in accordance with this Article VII.

(h) **Fiscal Year.** The fiscal year of the Association shall be the calendar year unless the Board decides otherwise.

(i) **Board's Power to Approve Payment in Installments.** The Board of Directors, in its sole discretion, may establish an installment program for the payment of any annual, additional, or special assessment, and may charge interest in connection with the installment program.

**Section 3. Apportionment of Assessments - Uniform Rate of Assessment.** All annual, additional and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or an annual basis.

**Section 4. Date of Commencement of Annual Assessments.** 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.

**Section 5. Written Statement with Respect to Assessments.** Upon the written request of any Owner, the Association shall furnish, within a reasonable time and for a reasonable charge, a written statement regarding the status of any assessments levied against the Owner's Lot. Any such certificate, when properly issued by the Association, shall be conclusive and binding with regard to the status of the assessments as between the Association and any bona fide purchaser of the Lot described in the statement and the lender who has taken a lien on the Lot as security for the repayment of a loan.

**Section 6. 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 seven (7%) percent per annum.

Pursuant to this Article and Article XVIII of the Declaration, if any assessment is not paid within thirty (30) days from the date payment is due, the Association may sue the Owner and obtain a personal judgment against the Owner and/or may enforce the lien in the same manner as, and by following similar procedures which are required for, the foreclosure of mortgages, whether by advertisement or judicial action, including the allowance of costs and reasonable attorneys' fees incurred in the legal action or foreclosure.

No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of their Lot.

**Section 7. Exempt Property.** All Common Area and all other property exempt from taxation by state or local governments and dedicated for public use shall be exempt from the assessments, charge and lien created herein.

**Section 8. Subordination of the Lien to Mortgages.** The lien for assessments provided for in this Article VII shall be subordinate to the lien of any mortgage or mortgages held by any bank, savings and loan association, insurance company, mortgage company, or other similar institution existing of record at the time the lien for assessments is imposed.

Sale or transfer of a Lot, or any portion thereof, shall not affect the assessment lien. However, the sale or transfer of any Lot in connection with a mortgage foreclosure proceeding, or any proceeding in lieu of foreclosure, shall extinguish the lien of the assessment, interest and charges which became due prior to such sale or transfer, but in no such event shall the prior Owner of the Lot be relieved of any personal liability for such obligations and debts.

No sale or transfer pursuant to any foreclosure proceeding, or any proceeding in lieu of foreclosure shall relieve any Lot from any assessments thereafter levied or from the lien accruing from such assessments, and no subsequent sale or transfer shall release such Lot from liability for any assessment, interest or charges which thereafter become due or from any lien therefor.

## ARTICLE VIII

### BUILDING AND USE RESTRICTIONS

**Section 1. Use of Property.**

(a) **Residential Purposes Only.** All Lots within the Subdivision shall be used for single residence purposes only, and no building of any kind whatsoever shall be erected, re-erected, moved, or maintained on any Lot in the Subdivision except one detached single-family dwelling and appurtenant buildings on each Lot, as hereinafter provided. Such Dwelling shall be designed and erected for occupation by a single private family. A private garage attached to the Dwelling for the sole use of the respective owner or occupant of the Lot upon which said garage is erected may also be erected and maintained.

(b) **Maximum Occupancy Limitation.** The maximum number of persons occupying or residing in a Dwelling at any given time shall not exceed such maximum limits on occupancy as might be set forth in the ordinances of Plymouth Township, or if the Township has no such ordinance, in the International Property Maintenance Code (IPC), as they might be amended from time to time.

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Unless and until the Township of Plymouth might adopt an applicable maximum limit on occupancy to Dwellings in the Subdivision, and until the IPC might be amended to provide otherwise, the maximum occupancy limit for all homes in the Subdivision shall be as follows (taken from the 2015 IPC):

Space	1-2 Occupants	3-5 Occupants	6 or more Occupants
Living Room	120 Square Feet	120 Square Feet	150 Square Feet
Dining Room	No requirement	80 Square Feet	100 Square Feet
Bedrooms	50 Square Feet (minimum of 70 Square Feet for a bedroom for one Occupant)		

(c) **Prohibited Uses.** Uses of Dwellings that are expressly prohibited and which do not qualify as an acceptable home office or Permitted Home Occupation in any event include the following:

- (i) Private clubs, restaurants and similar eating or drinking establishments.
- (ii) Hospitals and other medical and dental clinics.
- (iii) Automobile, truck, recreational vehicle, boat machinery or small engine repair maintenance, painting or storage, or similar activities that may create a nuisance due to noise, vibration, glare, fumes, odors or electrical interference.
- (iv) Stables, kennels, veterinary clinics or animal hospitals.
- (v) Bed and breakfast operations, except as may otherwise be permitted in the Township.
- (vi) Beauty parlors and barber shops.
- (vii) Retail sale of merchandise, except produce grown on the premises.
- (viii) Undertaking and funeral homes.
- (ix) Adult uses and sexually oriented businesses.
- (x) Gun or other weapon sales.

**(d) Permitted Home Occupations.** Notwithstanding the provisions of Section 1 (a) through (c) of this Article, the following uses are expressly permitted as “Permitted Home Occupations” provided that they also satisfy the requirements of Section 1 (e) below:

- (i)** Dressmaking, sewing and tailoring.
- (ii)** Painting, sculpturing, writing or other fine art.
- (iii)** Telephone answering or telemarketing.
- (v)** Home crafts, such as model making, rug weaving, and lapidary work.
- (vi)** Tutoring, music lessons and dance lessons, limited to not more than four students at a time.
- (vii)** Computer program development.
- (viii)** Saleperson’s office or home office of a professional person, provided that no sales or direct customer contact is permitted on the premises.
- (ix)** Repair of small instruments and appliances (such as clocks, computers, VCR/CD/DVD players, stereo equipment, lamps, microwave ovens and similar items) that do not create a nuisance due to noise, vibration, glare, fumes, odor, or electrical interference.
- (x)** Similar home occupations, as determined by the Board of Directors.

**(e) Standards for Permitted Home Occupations.** All Permitted Home Occupations listed in Section 1 (d) above must also meet all of the following standards in order to be in compliance with this Declaration:

- (i)** Home Occupations shall not occupy more than twenty (20) percent of the gross floor area of the principal Dwelling, and shall not be located in an accessory structure;
- (ii)** There shall be no visible change to the outside appearance of the Dwelling;
- (iii)** Traffic, parking, sewage, trash or garbage storage and removal or water use shall not be noticeably different from typical homes in the Subdivision;

(iv) The use shall not generate noise, vibration, glare, fumes, toxic substance, odors or electrical interference at levels greater than normally associated with a single family home;

(v) Outside Storage or display related to the Permitted Home Occupation is prohibited;

(vi) Only Residents of the Dwelling may be employed or involved in the Permitted Home Occupation. No person living outside of the Dwelling shall participate in the Permitted Home Occupation;

(vii) All shipping/receiving, deliveries, and other activities visible or audible from adjacent properties or the street setback shall occur only between 8:00 a.m. and 6:00 p.m. The number of deliveries or other activities associated with the Permitted Home Occupation should not exceed the number of deliveries normally associated with a single family residence.

(viii) No Permitted Home Occupation shall cause interior or exterior alterations of the Dwelling from its residential appearance, or the use of any equipment, machinery, supplies or other materials that would change the fire rating of the structure.

**Section 2. Size of Dwellings.** No Dwelling shall be permitted on any Lot in The Subdivision, unless, in the case of a one-story building, the living area thereof shall be not less than 1450 square feet; in the case of a one and one-half story building, the living area shall be not less than 1550 square feet; in the case of a two-story building, the living area thereof shall be not less than 1650 square feet; and in the case of a quad or tri-level building the living area thereof shall be not less than 1650 square feet.

All computations of square footage for determination of the permissibility of erection of a residence shall be exclusive of garages, porches, or terraces. All garages must be attached or architecturally related to the dwelling. No garage shall provide space for less than two (2) automobiles. Carports are specifically prohibited.

**Section 3. Minimum Yard Requirements.** No building on any Lot in the Subdivision shall be erected nearer than thirty-five (35') feet from the front Lot line nor ten (10') feet from each side Lot line nor thirty-five (35') feet from the side Lot line abutting a street on corner lots. Not more than five (5%) percent of the Lots not abutting an open space or having less than one-half (½) of their rear Lot line abutting an open space and all Lots having at least one-half of their rear Lot line abutting an open space shall have a rear yard of not less than forty (40') feet. No building on any of the rest of the Lots shall be erected nearer than fifty (50') feet from the rear Lot line. Approval of a variance by the Plymouth Township Zoning Board of Appeals permitting rear or side yards smaller than the above minimums shall be deemed a valid waiver of this restriction.

**Section 4. Animals.** No farm animals or wild animals shall be kept, bred or harbored on any of the said lots. No animals shall be kept, bred or maintained on any lot excepting household pets for the use by the owner and members of his family. No animals shall be kept on the premises for any commercial purpose. All dogs shall be licensed as required by the ordinances of Plymouth Township.

Household pets shall have such care so as not to be objectionable or offensive due to noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time within the Subdivision. All animals shall at all times be leashed and accompanied by a responsible person who is physically able to control the animal while in any of the Common Areas of the Subdivision. Owners shall not permit their pet cats to wander onto other Owners' Lots or the Common Areas. The use of invisible fences by Owners on their Lots is expressly permitted.

Stray and wild or feral animals (including, but not limited to, squirrels, pigeons, geese, feral cats and dogs, chipmunks and raccoons) shall not be fed or housed by Owners, nor shall Owners allow any condition to exist within their Lot which may attract stray or wild/feral animals. This paragraph shall not be construed as prohibiting the hanging of bird feeders or bird houses on an Owner's Lot.

No savage or dangerous animal shall be kept, and any Owner who causes any animal to be brought or kept upon the premises of the Subdivision shall indemnify and hold harmless the Association for any loss, damage or liability (including costs and attorney's fees) which the Association may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefor, and the Association may assess and collect from the responsible Owner such losses and/or damages in the manner provided in Articles VII and XVIII hereof.

The Association may require the registration and ID tagging of pets and animals in the Subdivision.

**Section 5. Wells.** No well shall be dug, installed or constructed on any of the Lots in the Subdivision.

**Section 6. Sight Distance at Intersections.** No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) 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 twenty-five (25') feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended.

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 7. Easements.**

(a) Easements for the installation and maintenance of utilities, underground television master antenna line, and underground sewage, water and drainage lines, and surface drainage swales, are reserved to Declarant, its successors and assigns, as shown on the recorded plat, and also in, on, under and over a strip of land (6) feet in width on each side of, and along all rear and side lot lines. The use of all or a part of such easements may at any time or times hereafter be granted or assigned by Association, its successors or assigns, to any person, firm, corporation, governmental unit or agency which furnishes such services or utilities.

No buildings may be constructed or maintained over or on any easements; however, after the aforementioned utilities have been installed, planting, fencing, or other Lot line improvements shall be allowed, so long as they do not interfere with, obstruct, hinder, or impair the drainage plan of the Subdivision and so long as access be granted, without charge or liability for damages, for the maintenance of the utilities or the underground drainage lines so installed, and/or for the installation of additional facilities.

(b) Private easements for public utilities have been granted and reserved on the plats of the Subdivision.

**Section 8. Temporary Structures.** Trailers, tents, shacks, barns, or any temporary building of any description whatsoever, are expressly prohibited within the Subdivision, and no temporary residence shall be permitted in unfinished residential buildings. However, the erection of a temporary storage building for materials and supplies to be used in the construction of a Dwelling, and which shall be removed from the premises upon completion of the building, is permitted.

**Section 9. Trash and Waste.** No Lot or Common Area shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same shall not be kept except in sanitary containers properly concealed from public view. Garbage containers shall not be left at the road for more than twenty-four (24) hours in any one week.

**Section 10. Vehicles and Parking.** No house-trailers, boat trailers, boats, camping vehicles or camping trailers may be parked on or stored on any Lot in the Subdivision, unless stored fully enclosed within an attached garage.

Commercial Vehicles and trucks shall not be parked in the Subdivision, or on any Lot therein, unless stored in the Owner's garage. Notwithstanding the foregoing, Commercial Vehicles are permitted in the Subdivision while making normal deliveries or pickups in the normal course of business. The definition of "Commercial Vehicle" is found in Article I, Section 6 of this Declaration.

Recreational vehicles may only be parked in the street or on any Lot for loading and unloading and for not more than two (2) consecutive days.

**Section 11. Aesthetics.** No laundry shall be hung for drying in such a way as to be visible from the street on which the lot fronts, and in the case of corner Lots, such laundry shall not be hung so that it will be visible from the streets on which the Lot fronts and sides.

**Section 12. Drainage.** The yard drainage and grade of all Lots in the Subdivision shall be maintained in accordance with the grading plan on file with the Township.

**Section 13. Air Conditioners.** No "through the wall" air conditioners may be installed on the front wall of any building in the Subdivision. No outside compressors for central air conditioning units may be located other than in the rear or side yard and must be installed and maintained in such a manner so as to create no nuisance to the residents of adjacent Dwellings. Owners shall appropriately screen their air conditioning unit and compressor from view with trees, bushes and other landscaping as approved by the Board of Directors.

**Section 14. Lease Restrictions; Airbnb Prohibited.** No Owners of any of the Lots in the Subdivision shall lease and/or sublet less than the whole of any Dwelling. All leases shall have minimum initial terms of three (3) months.

Any leasing of a Dwelling in conjunction with a Owner's or Tenant's utilization of "Airbnb," "VRBO," "Flipkey," or any other similar service or company is expressly prohibited to the extent that the lease does not comply with the three-month minimum initial lease term requirement set forth herein.

The Board of Directors may adopt reasonable rules and regulations applicable to the leasing of Dwellings in the Subdivision, including (but not limited to) rules governing short-term leasing, as well as the Association's rights and remedies for enforcing any and all such leasing rules and regulations.

**Section 15. Exterior Surface of Dwellings; Alterations and Modifications.** The visible exterior walls of all dwelling structures built on any Lot in the Subdivision shall be made of wood, brick, brick veneer, aluminum or vinyl and/or stone. Stucco and/or ledge rock may also be used, so long as any combination of these materials does not exceed fifty (50%) percent of the total of all visible exterior walls. The use of cement block, slag, imitation brick, cinder block and/or asphalt siding is expressly prohibited. Windows shall not be included in calculating the total area of visible exterior walls. Any modifications or alterations to the exterior appearance of any Dwelling shall be reasonable compatible with the aesthetic appearance of the other Dwellings in the Subdivision, as determined by the Association's Board of Directors.

**Section 16. Fences.**

(a) No fence, wall or solid hedge may be erected, installed, grown or maintained anywhere on any Lot; provided, however, that low ornamental fencing along the front Lot line in architectural harmony with the design of the house may be erected, and fences which are required by local ordinance to enclose swimming pools, or which are otherwise required by the Township of Plymouth, are permitted.

The side lot line of each corner Lot in the Subdivision which faces a street shall be deemed to be a second front building Lot line and shall be subject to the same restrictions as to the erection, growth or maintenance of fences, walls or hedges as is hereinbefore provided for ornamental fencing along front Lot lines.

(b) All portions of the Lots lying in front of the residential building as hereinbefore set forth, shall be used for ornamental purposes only.

(c) Chain link fencing is prohibited on all Lots in the Subdivision.

**Section 17. Signs.** No sign or billboard shall be placed, erected, or maintained on any Lot in the Subdivision, except that one sign advertising that the Lot, or the house and Lot are for sale or lease, which said sign shall have a surface of not more than five (5) square feet, and the top of which shall be not more than five (5) feet above the ground, may be erected and maintained on any of said Lots; provided, however, that such sign shall have been constructed and installed in a professional manner.

Such sign shall be kept clean and in good repair during the period of its maintenance on the Lot, and shall in no event be placed and maintained nearer than twenty-five (25) feet from the front lot line.

**Section 18. Destruction of Building by Fire; Duty to Repair Timely.** Any debris resulting from the destruction in whole or in part of any Dwelling or building on any Lot in the Subdivision shall be removed with all reasonable dispatch from such Lot and property in order to preserve the sightly condition of the Subdivision.

No old or used buildings of any kind shall be moved or reconstructed on any Lot. Any damaged or destroyed building for which repair or reconstruction has not commenced within six (6) months from the date of damage or destruction, shall be removed so that there are no ruins or debris remaining within six (6) months from the date of damage or destruction. Any building which is not completed within two (2) years from commencement of construction or any damage or destruction not promptly remedied shall be deemed a nuisance and may be abated as provided by law.

**Section 19. Landscaping.** Upon the completion of a Dwelling on any of the Lots in the Subdivision, the Owner shall cause the Lot owned by him to be finish-graded and seeded or sodded and suitably landscaped as soon after the completion of construction as weather permits. The Lot

and the drainage ditch, if any, contiguous to each Lot shall be kept free of weeds by the Owner thereof. All landscaping and lawns shall be well-maintained at all times.

**Section 20. Swimming Pools.** Only permanent in-ground swimming pools are permitted. Above-ground swimming pools are prohibited on all Lots in the Subdivision. This restriction does not prohibit small children’s wading pools (up to 150 gallons) or hot tubs.

## ARTICLE IX

### OBLIGATIONS OF THE ASSOCIATION AND OF EACH OWNER

**Section 1. Enforcement.** The Association shall enforce the restrictions imposed by the provisions of this Declaration by any proceeding at law or in equity. This shall not restrict the right of an Owner to institute legal proceeds to enforce these restrictions. Failure of the Association or an Owner to act to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter.

**Section 2. Establishment of Rules, Regulations and Policies.** The Association’s Board of Directors shall establish reasonable rules, regulations, and policies for the use of the Common Area. The Association may, in the sole discretion of its Board of Directors, establish policies and social programs which will, in their opinion, tend to improve the quality of life of the lot Owners.

**Section 3. General Maintenance - Association.** The Association shall maintain and repair the Common Areas, including all walkways and entrances into the said Common Areas, all Subdivision Entrance Gates, storm water drainage lines and retention areas, drainage outlets and facilities serving the Subdivision and enclosed rear yard drains.

Such maintenance shall include, but shall not be limited to:

- (a) Maintenance of established grades in all Common Areas;
- (b) Cutting of weeds, grass or other plant materials;
- (c) Elimination of insects and animals;
- (d) Removal of trash, paper and garbage;
- (e) Cleaning, repair and maintenance of any dam, pipe, drain, valve or opening in the water storage area and all pipes or lines leading into or out of the storage area and connecting the water storage area with the public storm sewer system;

(f) Maintenance, repair and replacement of all equipment, landscaping, grass or planting in the Common Areas; and

(g) All and every other act necessary to protect and preserve the Common Areas for the purposes for which they was established.

**Section 4. Lot Owner's Duty to Maintain Rear Yard Drains, Drainage Grades and Footing Drains.**

(a) **Surface Drainage.** Each Lot owner shall maintain the surface drainage grades of their Lot as established by the Declarant. Each Owner by acceptance of a deed therefor, is deemed to covenant and agree that they will not change the surface grade of their Lot in a manner which will materially increase or decrease the storm water flowing onto or off of their Lot or block, pond or obstruct surface water. The Board of Directors of the Association shall enforce this covenant and may enter upon the Lots in the Subdivision to correct any violation of this covenant and shall charge the cost of the correction to the Owner who had violated this covenant.

(b) **Rear Yard Drains.** The Association shall be responsible for the maintenance of enclosed rear yard storm water drains. In the event such drains shall require repair, the drains shall be repaired by the Association and the cost of such repair shall be allocated equally among all Lots served by the arm of the drain line repaired. The allocation of cost shall be assessed to the Lot Owners served by the said drain and shall be a lien upon the lot and a personal obligation of each such Lot Owner assessed.

(c) **Footing Drains; Connection to Storm Drainage System.** Each Owner shall maintain the footing drains for all construction on their Lot and make sure that the footing drains remain clear of obstructions and are connected to the storm sewer system. In the event any Owner shall fail to maintain the footing drains or shall fail to have the drains properly connected to the storm water drainage system, the Association may enter upon the land of such Owner and perform all necessary repairs and maintenance of the footing drains. The costs for such repairs and maintenance shall be charged to the said Owner and shall be a lien upon the lot and a personal obligation of the Owner of the lot.

Any and all connections from an Owner's Lot to the Ridgewood Storm Drainage system must be approved by the Association's Board of Directors and must fully comply with all Township ordinances.

**Section 5. Failure of an Owner or the Association to Maintain the Common Area, Drainage Grades, Rear Yard Drains or Footing Drains.**

(a) The Township of Plymouth or its successors shall have the right to enter upon the Common Area and all Lots within the Subdivision, at all reasonable times for the

purpose of inspecting the Common Area, rear yard drains and footing drains, for the purpose of determining if the Common Area and drains are adequately maintained.

**(b)** In the event the Township of Plymouth shall determine that the Common Area, the storm water retention area, the drainage grades, footing or rear yard drains are inadequately maintained, or that there exists a danger to public health, safety, or welfare, or that the maintenance of the storm water retention area is inadequate to insure that the retention area will perform according to its design specifications, the Township shall advise the Board of Directors of the Association of the condition objected to and shall establish a reasonable time within which the deficiency is to be corrected by the Association.

**(c)** The Association shall comply with the notice from the Township within the time specified and shall establish such additional assessments on the Lots in the Subdivision as shall be necessary to fund the cost of the required maintenance, repair or improvement. Assessments for repair of footing drains shall be made only against the Lot on which the repair is completed. In the event the Association fails to complete the maintenance items of which it has been notified within the period limited by the notice, the Township of Plymouth may enter upon the lots or Common Area and perform the required maintenance either through its employees or through independent contractors.

The Association shall be responsible for the cost of the maintenance performed by the Township and each Lot Owner shall be responsible for his proportionate share of the costs including reasonable inspection and supervision fees to the Township.

**(d)** The provisions of these restrictions authorizing assessments upon the Lots are for the benefit of the Township of Plymouth and the Township may enforce this covenant in its own name by order of the Circuit Court directing the levy of the required assessment on each Lot, the establishment of a lien on each Lot to the extent of its share of the assessment, and the foreclosure of the lien, or the enforcement of the personal liability of each Lot Owner for his proportionate share of the assessment, which remedies shall be cumulative.

**(e)** The Township of Plymouth may, as an additional remedy in the event of the failure of the Association to comply with any notice requiring repair or maintenance to the Common Area, the storm water retention area, the drainage grades, footing or rear yard drains, establish a special assessment district consisting of all Lots within the Subdivision and may assess the costs of any maintenance or repair performed by the Township against the Lots in the Subdivision. Any Owner, by accepting a deed to a Lot in the Subdivision, shall consent to the inclusion of his Lot within the special assessment district.

**(f)** Entry into the Common Area by the Township of Plymouth for any purpose shall not be deemed a dedication of those areas, nor shall the performance of any maintenance in the Common Area by the Township be deemed an acceptance of title to the Common Area by the Township. Such maintenance of the Common Area by the Township shall

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not relieve the Association and Owners from the obligation of maintaining the Common Area and water retention areas pursuant to these restrictions.

**Section 6. Right of Entry.** The Township of Plymouth, its successors, assigns, agents, independent contractors and employees, is hereby granted an irrevocable license to enter upon and across all Lots and Common Area at any time for the purposes of inspecting, repairing, maintaining, removing, installing, reinstalling, and constructing the storm drains, rear yard drains and footing drains and other improvements which are the subject of a certain Agreement, dated July 26, 1978 between the Township of Plymouth and Declarant.

**Section 7. Liability.** The Association and each Owner, their agents, heirs, successors and assigns, shall be jointly and severally liable for all costs and expenses incurred by the Township of Plymouth, together with reasonable charges for its administration, supervision and management, in inspecting, repairing, maintaining, removing, installing, reinstalling and constructing the storm drains, rear yard drains and other improvements and each Owner shall be severally liable for the cost of repairing footing drains on each Lot. Such costs, expenses and charges shall be due and owing to the Township of Plymouth upon its communicating the same in writing by first class mail, postage prepaid to the Association at its last known address filed with the Township Clerk and to the address of each Owner as set forth on the then existing tax roll, and a proof of service of said mailing shall be conclusive evidence of the fact of actual notice to all persons, firms, corporations, associations or entities to whom such mailing was addressed. The foregoing shall in no way be construed to be the exclusive right or remedy of the Township of Plymouth. All rights and remedies otherwise provided to the Township of Plymouth by statute, ordinance, agreement or other provisions of this instrument shall be available to the Township of Plymouth.

**Section 8. Retention of All Rights and Immunity of Township of Plymouth.** The Township of Plymouth, and its successors and assigns, does not by its exercise of any right herein provided to said Township of Plymouth or by its undertaking of any act or obligation in relation to the premises, including without limitation Common Area and storm water drainage rights, outlets or facilities, constitute directly or indirectly the Association or Owners as the agents or beneficiaries of the Township of Plymouth. Further, the Township of Plymouth shall retain its full governmental immunity in the premises. Any act, right or obligation of the Township of Plymouth, either specifically or by implication, arising from or occurring as a result of this instrument shall be done or omitted by the Township of Plymouth in its sole and exclusive discretion. In no event shall the Township of Plymouth be liable in damages, by specific performance or otherwise to the Association, or any Owner or Owners, by reason of or for any matter in connection with this instrument.

**Section 9. Right of Members to Use Common Areas.** Each Member of the Association shall have the right and non-exclusive easement to use the Common Areas for the purposes provided herein. Such right and easement shall be appurtenant to, and shall pass with

the title to, every Lot, regardless of whether any such easement is specifically referenced in the deed conveying such Lot.

Members shall not in any way alter or modify the Common Areas, or place any improvements, fixtures or personal property of any kind in said Common Areas, without first obtaining the express written consent of the Board of Directors.

The Association shall have the power to summarily abate any violations of this Section by removing any improvements, fixtures or personal property which any Owner might have placed or installed on any of the Common Areas without first obtaining the prior written approval of the Board. In such event, the Association and its Board of Directors and agents shall have no liability whatsoever to any Owner for such removal or abatement. All such removal and abatement shall be at the Owner's sole cost and expense. The Association may also demand that the Owner, at their sole cost and expense, restore the Common Areas to their prior condition (including, but not limited to, restoration of sod, trees and landscaping that the Owner might have previously removed) upon the removal or abatement of the items from the Common Areas.

The Association may assess the Owner whose property, fixture or improvement was removed or abated for any and all fees, costs, damages or expenses incurred in any such removal or abatement, including any and all attorney's fees and costs incurred in any legal action or proceeding that might arise out of or relate to the Association's removal or abatement actions (including, but not limited to, any and all pre-litigation attorney's fees and costs).

All of the Association's remedies under this Section shall be cumulative and not exclusive of any other right or remedies that the Association may have under the Association's Governing Documents or applicable law.

## ARTICLE X

### COMMON AREAS

**Section 1. Common Areas.** The Association shall be responsible for the maintenance and preservation of the Common Areas, subject to the ordinances, rules and regulations of governmental entities having jurisdiction over the Common Areas, and the provisions of this Declaration, and any maintenance and/or easement agreements entered into between Developer and/or the Association and any governmental entity with respect to any portion of the Common Areas.

No motor vehicle or machines of any kind, including without limitation, snowmobiles, motorcycles or all-terrain vehicles shall be allowed on or within the Common Areas, except maintenance vehicles or machinery necessary to maintain and preserve the Common Areas.

The Association's Board of Directors shall have the right to establish additional rules and regulations with respect to the Common Areas as the Board of Directors may deem necessary or desirable to ensure the proper preservation and functioning of the Common Areas.

**Section 2. Storm Water Drainage Facilities.** The Association shall be responsible for the maintenance, operation, inspection and repair of the Storm Water Drainage Facilities, in accordance with the ordinances, rules and regulations of any governmental entities having jurisdiction over the Storm Water Drainage Facilities, and any maintenance agreement entered into between Developer and any governmental entity with respect to the maintenance, upkeep and repair of the Storm Water Drainage Facilities.

The storm water detention/retention basins located within the Subdivision shall only be used for storm water and open space purposes. No improvements or structures shall be installed within those basins, other than those necessary for the proper functioning of the Storm Water Drainage Facilities.

The Association shall have the right to establish additional rules and regulations with respect to the preservation and upkeep of the Storm Water Drainage Facilities as the Board of Directors may deem necessary or desirable to insure the continued proper operation of the Storm Water Drainage Facilities.

**Section 3. Landscaping.** With the consent and approval of any governmental agencies having jurisdiction over the streets and rights-of-way within the Subdivision, and subject to the interest of the public in such streets and rights-of-way within the Subdivision, the Association shall be responsible for the maintenance, repair and upkeep of all Entrance Way, Landscaping and Perimeter Improvements installed by Developer or the Association within the Subdivision and all Irrigation Improvements located therein.

The Association's Board of Directors shall have the right to establish rules and regulations as the Board of Directors may deem necessary or desirable for the maintenance, upkeep and beautification of all such improvements in order to insure an aesthetically pleasing appearance for the benefit of all Owners within the Subdivision.

**Section 4. Title to Common Areas.** The Association shall hold title to the Common Areas for the benefit of the Owners. The Association's title shall be subject to the Owners' easement of enjoyment and any easements reserved, dedicated or granted by Developer to the Owners and any maintenance and/or easement agreements entered into with any governmental entity prior to the date of conveyance.

**Section 5. Common Area Easements.** The Association, and its agents and representatives, shall have a perpetual easement for reasonable access to the Common Areas, at all reasonable times for purposes of maintenance, repair, operation and improvement thereof.

The Association shall have the right to reserve, dedicate or grant public or private easements for such purposes and subject to such conditions as may be agreed upon by the Members; provided, however, that any dedication, transfer or determination as to the conditions thereof shall be effective only upon execution of an instrument signed by the Members who represent two-thirds (2/3) of all of the Lots in the Subdivision in Good Standing, and approved by the Township; provided such right is exercised in accordance with all applicable laws, rules and regulation, including the commencement of legal proceedings, if necessary.

## ARTICLE XI

### OFFICERS

**Section 1. Officers.** The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be members of the Board of Directors.

The Directors may also appoint an Assistant Treasurer, an Assistant Secretary, and such other officers as in their judgment they may deem necessary or appropriate. Such officers must be Members of the Association but need not be Directors.

Any two offices may be held by one (1) person. Officers shall not be compensated for their services as officers but may be reimbursed for reasonable out-of-pocket expenses.

(a) **President.** The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors. The President shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the Members of the Association from time to time as he or she may in his or her discretion deem appropriate to assist in the conduct of the affairs of the Association.

(b) **Vice President.** The Vice President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other Member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him or her by the Board of Directors.

(c) **Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Members of the Association; he or she shall have charge of such books, contracts, records, financial statements and papers as the Board of Directors may direct; and he or she shall, in general, perform all duties incident to the office of the Secretary. The Secretary, or, in the absence or disability of the Secretary, the

Treasurer, shall sign the minutes of Board and Association meeting upon receiving their approval from the Board and/ the Association, as appropriate.

**(d) Treasurer.** The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He or she shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors. The Treasurer shall review and oversee payment of all invoices, shall make payments in a timely manner and shall review the monthly and annual financial statements of the Association. The Treasurer shall monitor the reserve funds of the Association and consult with the Board as necessary concerning such funds.

To the extent permitted by law and this Declaration, the Treasurer's duties described herein may be delegated, in whole or in part, to a professional management agent to be performed on the Board's behalf and subject to its regular review pursuant to Article VI, Section 5 of this Declaration.

All decisions concerning reserve funds shall be made by the Board of Directors exclusively and shall not be delegated to any third party in any event. Withdrawals from reserve funds shall be approved in advance by signature of at least one Director if payable to the Association; if payable to any other party the signature of at least two Directors shall be required. Reserve funds shall be used only for such purposes as are permitted under Michigan law.

**Section 2. Election.** After each annual meeting of the Association, the Board of Directors shall elect Officers at its first organizational meeting. Officers shall hold office at the pleasure of the Board.

**Section 3. Removal of Officers.** Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed from his or her officership either with or without cause, and a successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

An officer who is removed from his or her officership shall remain on the Board as a Director at large unless otherwise removed from the Board by the Owners under Article VI, Section 7 of this Declaration.

**Section 4. Miscellaneous Duties.** The officers shall have such other duties, powers and responsibilities as maybe authorized by the Board of Directors from time to time.

## ARTICLE XII

### RECORDS AND FINANCES

**Section 1. Records.** The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Subdivision, Common Areas and Lots and any other expenses incurred by or on behalf of the Association and the Owners. Such accounts and all other non-privileged Association records shall be open for inspection by the Owners and their mortgagees during reasonable working hours, subject to the other provisions of this Article and the Governing Documents generally.

**Section 2. Owner's Right to Inspect.** A member has the right to inspect the Association's books, contracts, records and financial statements in accordance with these Bylaws, as well as the rights and remedies afforded to members under the Nonprofit Corporation Act, MCL 450.2487, and any other applicable law.

A member who is a Director may examine any of the Association's book, records, contracts and financial statements for a purpose reasonably related to their position as a Director.

Any Owner desiring to view records of the Association pursuant to the Nonprofit Corporation Act, MCL 450.2487, shall tender a prior written demand to the Board of Directors describing the following aspects of the request with reasonable particularity:

- (a) the purpose of the inspection;
- (b) the records that the Owner desires to inspect; and
- (c) how the records sought are directly connected to the purpose of the inspection.

For purposes of this Section, a "proper purpose" means a purpose that is reasonably related to an Owner's interest as a member of the Association, as further defined by the Declaration, the Act, and applicable common law.

A member's right to inspect the Association's books, contracts, records and financial statements under the Bylaws and all applicable laws shall be cumulative and not exclusive. An Owner may choose to exercise some or all of these legal rights in their discretion, and a Member's failure to exercise any of these rights shall not constitute a waiver of any rights.

The "right to inspect" under this Section includes the right of the Owner to make copies (including photographic copies of the documents inspected) and to make extracts from the records. The Association may assess the Owner a reasonable charge for the cost of any copies requested by

the Owner.

**Section 3. Limits on Owner’s Right to Inspect.** Notwithstanding the foregoing, an Owner does not have the right to inspect, copy or make extracts of the books, records, contracts and financial statements of the Association if the Board of Directors has made a good faith determination, in its sole discretion, that one or more of the following applies to the documents requested for inspection and copying by the Owner:

(a) The documents contain privileged communications between the Board of Directors and counsel for the Association, or any other matter to which a privilege against disclosure pertains under Michigan Statute, common law, the Michigan Rules of Evidence, or the Michigan Court Rules;

(b) The documents contain information regarding any unpaid amounts owed by a specific Owner to the Association;

(c) Disclosure of the documents requested would impair the lawful purposes of the Association;

(d) Disclosure of the documents would impair the rights of privacy or free association of any Owner of the Association; or

(e) Disclosure of the documents may compromise or adversely affect the Association in any pending or threatened legal proceedings.

**Section 4. Financial Statements.** The Association shall prepare and make available to each Owner at least once a year a financial statement, the contents of which shall be defined by the Association’s Board of Directors. The financial statement shall be made available to the Owners along with the Notice for the Annual Meeting each year.

Upon receiving a written request from an Owner, the Association shall mail to the Owner its balance sheet as of the end of the preceding fiscal year, statement of income for that fiscal year, and, if prepared by the Association, its statement of source and application of funds for that fiscal year.

**Section 5. Fiscal Year.** The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Directors. Absent such determination by the Board of Directors, the fiscal year of the Association shall be the calendar year. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

**Section 6. Depositories.** The funds of the Association shall be initially deposited in such credit unions, banks or with insured securities brokers or invested in federally insured

securities as may be designated by the directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such banks or credit unions as are insured by an agency of the federal government and may also be invested in interest-bearing obligations of the United States Government or in such other depositories as may be adequately insured in the discretion of the Board of Directors.

### ARTICLE XIII

#### INDEMNIFICATION OF OFFICERS, DIRECTORS AND VOLUNTEERS

In regard to the indemnification, insurance and protection from liability of Directors, Officers, agents and non-Director volunteers, the Association shall be governed by this Article XIII, as well as by Articles VII and VIII of the Association's Amended and Restated Articles of Incorporation, which are hereby incorporated by reference, as they might be amended from time to time.

**Section 1. Indemnification of Directors, Officers, and Nondirector Volunteers by the Association - Generally.** The Association shall indemnify any person who was or is party or is threatened to be made a party to a threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal, other than an action by or in the right of the Association, by reason of the fact that he or she is or was a Director, Officer, nondirector volunteer, agent or employee of the Association, against expenses, including attorneys' fees, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action, suit or proceeding, if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association or its members, was not guilty of willful and wanton misconduct or gross negligence and, with respect to a criminal action or proceeding, if the person had no reasonable cause to believe his or her conduct was unlawful.

The termination of an action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Association or its members and, with respect to a criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful or was not guilty of willful and wanton misconduct or gross negligence; provided, however, that in the event of any claim for reimbursement or indemnification hereunder based upon settlement by the Director, Officer or other person seeking such reimbursement or indemnification, the indemnification provided for herein shall apply only if the Board of Directors (with the person seeking reimbursement or indemnification abstaining) approves such settlement and reimbursement or indemnification as being in the best interest of the Association.

The foregoing right of reimbursement or indemnification shall be in addition to and not exclusive of other rights to which such Director, Officer or other person may be entitled. At least ten (10) days prior to payment of any reimbursement or indemnification which it has approved, the Board of Directors shall notify all Owners thereof.

**Section 2. Indemnification of Directors, Officers, and Nondirector Volunteers by the Association – Derivative Actions in the Right of the Association.** The Association shall indemnify any person who was or is party or is threatened to be made a party to a threatened, pending or completed action or suit in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a Director, Officer, nondirector volunteer, agent, or employee of the Association, against expenses, including attorneys' fees and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action or suit, if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association or its members and was not guilty of willful and wanton misconduct or gross negligence.

Indemnification shall not be made for a claim, issue or matter in which the person has been found to be liable to the Association except to the extent authorized by Section 564c of the Business Corporation Act.

**Section 3. Directors and Officers Liability Insurance.** The Association shall provide liability insurance for every Director, Officer, employee, nondirector volunteer or agent of the Association for the same purposes provided above in Sections 1 and 2 and in such amounts as may reasonably insure against any potential liability asserted against the person and incurred by the person in that capacity or arising out of the person's status as such.

With prior written consent of the Association, a Director or an Officer of the Association may waive any liability insurance for such Director's or Officer's personal benefit. No Director or Officer shall collect for the same expense or liability under Sections 1 or 2 above and under this Section 3; however, to the extent that the liability insurance provided herein to a Director or Officer was not waived by such Director or Officer and is inadequate to pay any expenses or liabilities otherwise properly indemnifiable under the terms hereof, a Director or Officer shall be reimbursed or indemnified only for such excess amounts under Sections 1 or 2 above.

## ARTICLE XIV

### COMPLIANCE

The Association of Owners and all present or future Owners, Tenants, Non-Owner Occupants, and/or any other persons acquiring an interest in or using the facilities of the Subdivision, its Common Areas, or any Lots within the Subdivision in any manner are subject to and shall comply with the Act and the Association's Governing Documents, as amended. The

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mere acquisition, occupancy or rental of any Lot or an interest therein or the utilization of or entry upon the Subdivision premises, Lots and/or Common Areas therein shall signify that the Association's Governing Documents are accepted and ratified.

## ARTICLE XV

### SEVERABILITY

In the event that any of the terms, provisions or covenants of this Declaration are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of this Declaration or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

## ARTICLE XVI

### CAPTIONS

The captions contained in this Declaration are for convenience and reference purposes only, and shall not add to or detract from nor in any way expand or limit the content of the Articles and Sections set forth herein.

## ARTICLE XVII

### AMENDMENTS

**Section 1. Amendment.** Amendments to this Declaration may only be proposed as follows:

(a) By the Board of Directors of the Association acting upon the vote of the majority of the directors; or

(b) In a written instrument signed by Owners representing at least one-third (1/3) in number of all of the Lots in the Subdivision in total.

The Association shall be required to provide prior written notice to all of the Owners of Lots in the Subdivision of the text of any and all proposed amendments to this Declaration before a vote of the membership may be held on the amendments.

**Section 2. Membership Meetings Regarding Amendments; Voting by Written**

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**Ballot.** The Board may, in its sole discretion, call a meeting of the membership to discuss and review with the Owners any proposed amendment that would require a vote of the Owners under this Declaration. The actual vote on the amendments may (but need not) take place at this same membership meeting. In lieu of calling a membership meeting, the Association may conduct an amendment vote solely by written instrument or written ballot without a meeting.

The quorum requirement for such a meeting, if one is called, shall be the same as the requirement for the Annual Meeting set forth in Article V Section 5 of this Declaration, and may be met by in person, proxy or by written ballot.

The covenants, conditions, restrictions and agreements of this Declaration may be amended at any time with the approval of those Owners who represent at least sixty-six and two-thirds percent (66 2/3%) of all the Lots in the Subdivision. Such approval may be evidenced by a written instrument signed by the Owners of the aforesaid percentage of Lots in the Subdivision in total, or via a vote taken by written ballot, either at or outside of a meeting of the membership.

The written ballots, instruments or consents which indicate the Lot Owners' approval of the amendments need not be notarized. As long as the ballot, instrument and/or consent used for the vote on the amendments requires the Owner who signs the document to represent that they are authorized by the Owners of the Lot to execute the document on their behalf, the document need not be signed by all of the Owners of the Lot. In such event, the signature of one Lot Owner shall be sufficient to indicate that approval of the amendments by the Lot's Owners has been received.

Amendments may be made to this Declaration at any time and during any of the automatic 10-year successive renewal periods mentioned below. All amendments that are approved in accordance with the requirements for approval stated in this Article XVII shall take immediate effect upon their recording with the Register of Deeds regardless of whether they were approved during the initial 10-year period of this Amended and Restated Declaration, or during any one of the 10-year successive renewal periods mentioned below.

Notwithstanding the foregoing, any and all such amendments shall be subject to the approval of the Township if such approval is required by this Declaration or other applicable law.

All amendments shall be distributed to the membership via regular mail or email after their recording.

**Section 3. Term and Automatic Renewal.** The covenants, conditions, restrictions and agreements of this Declaration, as they might be amended from time to time, shall continue in full force and effect and shall run with and bind the land for successive periods of ten (10) years from the date this Amended and Restated Declaration is recorded.

This Declaration, as it might be amended at any time, shall automatically renew for successive periods of ten (10) years from the date this Amended and Restated Declaration is recorded.

The 10-year renewal time periods stated in this Section 3 shall not be construed as requiring the delay of the legal effect of any amendments to this Declaration to the end any current 10-year period, and/or to the commencement of any subsequent 10-year renewal period. Any and all amendments to the Declaration shall take immediate effect upon their recordation.

**Section 4. Termination.** The covenants, conditions, restrictions and agreements of this Declaration, as they might be amended from time to time, shall continue in full force and effect and shall run with and bind the land for successive periods of ten (10) years from the date this Amended and Restated Declaration is recorded unless otherwise terminated by a vote of the Membership.

This Declaration may only be terminated upon the written approval of those Owners who represent at least seventy-five percent (75%) of all the Lots in the Subdivision. Such approvals may only be obtained by the voting methods set forth in Section 2 above.

## ARTICLE XVIII

### ENFORCEMENT AND REMEDIES

**Section 1. Remedies – Generally.** The Association and any Owner shall have the right to enforce, by proceedings at law or in equity, all covenants, conditions, restrictions, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver thereof or a waiver of any right to enforce the same at any time thereafter.

In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the lien that secures payment of assessments, or both, in accordance with this Declaration. No Owner may assert in an answer or set-off to a complaint brought by the Association for nonpayment of assessments the fact that the Association or its agents have not provided services or management to the Owner.

In the event of default by any Owner in the payment of any installment of the annual assessment levied against the Owner's Lot, any portion of any additional or special assessment levied against their Lot, or any other obligation of an Owner that, according to this Declaration, may be assessed to and collected from the responsible Owner, the Association shall have the right to declare all unpaid installments of any annual assessment for the pertinent fiscal year (and for

any future fiscal year in which said delinquency continues), and/or all unpaid portions or installments of any additional or special assessment, if applicable, immediately due and payable.

**Section 2. Foreclosure of Liens – Unpaid Assessments.**

**(a) Foreclosure Proceedings.** Each Owner, and every other person who from time to time has any interest in the Subdivision, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the liens which might arise against an Owner's Lot under Article VII or any other provision of this Declaration either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purpose of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Owner and every other person who from time to time has any interest in the Subdivision, shall be deemed to have authorized and empowered the Association to sell or to cause the Lot to be sold with respect to which the assessment(s), is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law.

Each Owner of a Lot in the Subdivision acknowledges that at the time of acquiring title to such Lot, the Owner was notified of the provisions of this Section. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Owner, and shall inform them that they may request a judicial hearing by bringing suit against the Association. The Association, acting on behalf of all Owners, may bid in at the foreclosure sale, and acquire, hold, lease, mortgage or convey the Lot.

**(b) Notice of Action.** Notwithstanding the foregoing, a judicial foreclosure action shall not be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Owner(s) at their last known address of a written notice that one or more installments of the annual assessment and/or a portion or all of an additional or special assessment levied against the pertinent Lot is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing.

Such written notice shall be accompanied by or in the form of a written Affidavit of an authorized representative of the Association that sets forth:

- (i) the Affiant's capacity to make the Affidavit,
- (ii) the authority for the lien,

- (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments),
- (iv) the legal description of the subject Lot(s), and
- (v) the name(s) of the Owner(s) of record.

The Affidavit may contain other information that the Association considers appropriate including but not limited to the amount of any unpaid interest, costs, attorney fees, future assessments and/or court costs. Such Affidavit shall be recorded in the office of the Wayne County Register of Deeds prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing to the Owner. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law.

In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the Owner and shall inform the Owner that he/she may request a judicial hearing by bringing suit against the Association.

(c) **Expenses of Collection.** The expenses incurred in collecting unpaid assessments, including interest, costs, unpaid fines, actual attorney's fees (including pre-litigation attorney's fees and costs, and not limited to statutory fees), late charges and advances for taxes or other liens paid by the Association to protect its lien, if any, shall be chargeable to the Owner in default, and shall be secured by the lien on the Owner's Lot.

(d) **Other Remedies for Nonpayment and Default.** An Owner who is not in Good Standing shall not be entitled to do any of the following:

- (i) Serve on any Committees;
- (ii) Act as an inspector of any elections;
- (iii) Use any of the Common Areas, including but not limited to, the Recreational Facilities;
- (iv) Continue serving on the Board of Directors (if already elected or appointed before the delinquency or default arose);
- (v) Vote at any Association or Board meeting;
- (vi) Sign any petitions;
- (vii) Run for election or be nominated to serve on the Board of

Directors;

(viii) Be appointed as a Director to fill a vacancy on the Board;

(ix) Be appointed as an officer of the Association (or continue to serve as an officer, if already appointed before the delinquency or default rose).

Provided, however, that this provision shall not operate to deprive any Owner of ingress and egress to and from the Owner's Lot.

**Section 3. Remedies.** Any default by an Owner shall entitle the Association or another Owner or Owners to the following relief:

(a) **Legal Action.** Failure to comply with any of the terms and provisions of this Declaration, including any of the rules and regulations promulgated by the Board of Directors of the Association hereunder, shall be grounds for relief, which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of obligations or assessments owed to the Association) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Owner or Owners.

(b) **Recovery of Costs and Legal Fees.** In the event of a default of an Owner and/or non-Owner occupant, resident, or guest, the Association shall be entitled to recover from the Owner and/or non-Owner occupant, resident or guest, the pre-litigation costs and attorney fees incurred in obtaining their compliance with the Governing Documents. The Association may assess such amounts to the Owner in default in the same manner as other assessments under Article VII of these Bylaws.

In any proceeding arising because of an alleged default by an Owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees and costs (not limited to statutory fees) as may be determined by the Court, but in no event shall any Owner be entitled to recover such attorney's fees or costs from the Association.

The Association, if successful, shall also be entitled to recoup the costs and attorney's fees incurred in defending any claim, counterclaim or other matter from the Owner asserting the claim, counterclaim or other matter, but in no event shall the Owner be entitled to recover their attorney's fees and costs from the Association in such proceedings.

(c) **Removal and Abatement.** The violation of any of the provisions of the Governing Documents, including any rules and regulations promulgated by the Board of Directors of the Association hereunder, shall also give the Association, or its duly authorized agents, the right, in addition to the rights set forth above, to enter upon the Common Areas, or onto any Lot, where reasonably necessary, and summarily remove and abate, at the expense of the Owner in violation, any structure, thing or condition existing or maintained contrary to the

provisions of the Governing Documents; provided, however, that judicial proceedings shall be instituted before items of construction are altered or demolished pursuant to this subsection. This provision shall not be construed to authorize entry by the Association into the interior of any Dwelling on the Property.

The Association shall have no liability to any Owner arising out of the exercise of its removal and abatement power authorized herein. The Association may assess any and all expenses, attorney's fees and costs incurred arising out of or relating to the removal or abatement in the same manner as assessments under Article V of this Declaration.

**(d) Assessment of Fines.** The violation of any of the provisions of this Declaration, the Articles of Incorporation, Bylaws, and/or any of rules and regulations promulgated by the Board of Directors, by any Owner, in addition to the rights set forth above, shall be grounds for assessment by the Association of a monetary fine for such violation. Such Owner shall be deemed responsible for such violations whether they occur as a result of their personal actions or the actions of their family, guests, Non-Owner Occupants, Tenants, or any other person admitted through such Owner to the Property. Nothing in this Article shall be construed as to prevent the Association from pursuing any other remedy under the Governing Documents and/or the Act or other applicable law for such violations, or from combining a fine with any other remedy or requirement to redress any violation.

The Board of Directors, without the necessity of an amendment to this Declaration may, in its sole discretion, make changes to any of the fines or fine amounts stated herein (including, but not limited to, indexing and adjusting such fines to the rate of inflation), to the periodicity of fines, and/or may adopt alternative fines in accordance with duly adopted Rules and Regulations promulgated in compliance with the Association's Bylaws. The Board shall provide prior written notice to the Owners of the adoption of any such rules or regulations changing the fine amounts or the periodicity of fines in accordance with the Association's Bylaws.

**(i) Procedures.** Upon any violation being alleged by the Association, a written notice shall be sent to the offending Owner describing the facts constituting the alleged violation and the specific restriction alleged to have been violated. The notice shall advise the Owner if the alleged violation is of the nature of a continuing violation or a Repeat Violation as such terms have been defined later herein. The notice also shall give the Owner the opportunity to request a hearing on the alleged violation before the Board of Directors at the next regularly scheduled Board meeting, or at a Special Meeting held at the Board's earliest convenience, but in no event shall the hearing take place fewer than seven (7) days from the date of the notice.

At the hearing, the Owner shall have the right to appear before the Board and offer evidence in defense of the alleged violation. Failure to respond to the Notice of Violation shall constitute a Default.

(ii) **Decision.** Upon appearance by the Owner before the Board and presentation of evidence of defense; or, in the event of the Owner’s default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board shall issue a written notice of its determination within ten (10) days after the hearing and, upon finding that a violation has occurred, the Board of Directors may levy a fine in accordance with the following subsection. The Board’s decision is final.

(iii) **Default.** Failure to respond to the notice of violation within thirty (30) calendar days or to appear for a hearing before the Board about the violation shall constitute a default.

(iv) **Fine Schedule.** Upon a determination that a violation of any of the provisions of the Governing Documents has occurred, the following fines may be levied:

1 <sup>st</sup> Violation	No fine shall be levied
2 <sup>nd</sup> Violation	\$25.00 fine
3 <sup>rd</sup> Violation	\$50.00 fine
4 <sup>th</sup> & Subsequent Violations	\$100.00 fine

The fines levied pursuant to this Section shall be assessed against the Owner and shall be due and payable within 30 days of notice of the fine being to the Lot Owner. Failure to pay the fine will subject the Owner to all liabilities set forth in the Governing Documents including, without limitation, those described in this Declaration for non-payment of assessments.

(v) **Repeat Violations – Defined.** For purposes of this Article, the number of a violation (i.e., First, Second, Third, etc.) is determined with respect to the number of times that an Owner violates the same provision of the Governing Documents for as long as that Owner may be an Owner of a Lot or an occupant in the Subdivision, and is not based upon a period of time or on violations of entirely different provisions of the Governing Documents. Violations of the same provision of the Governing Documents that are repeated more than once by the same Owner shall be known as “Repeat Violations” for purposes of this Article. The fine schedule applicable to repeat violations is set forth in sub-Section (3) (d) (iv) above.

(vi) **Continuing Violations – Defined.** For purposes of this Article, a “Continuing Violation” is any violation of the Governing Documents which has persisted for more than one day and which has continued unabated for a period of time at least up until the date on which the notice of violation letter is sent to the Owner about the alleged violation.

For any violations that are in the nature of Continuing Violations,

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the Board may, in its discretion, levy a fine against the Owner in the amount of ten dollars (\$10.00) per day. Such fines shall accrue from the day after the date on which the Association mails written notice of the continuing violation to the offending Owner until such time as the violation is cured. If the Board imposed a daily fine amount hereunder, such fine shall be in lieu of (and not in addition to) any fine that could have been assessed to the Owner under sub-Section (3) (d) (iv) - (v) above.

If the Continuing Violation is upheld at the Board hearing concerning the violation that takes place under Section (3) (d) (ii) of this Article, all fines levied against the Owner for the Continuing Violation shall then be added to the Owner's account and shall be due and payable on the first day of the following month along with the Owner's assessment amount (if any), and shall be collected from the Owner in the same manner as unpaid assessments pursuant to Article VII hereof.

If the Board finds an Owner to be in violation of the Governing Documents at the hearing that takes place on a Continuing Violation (whether as a result of the hearing or by default), the Association may continue to impose per diem fines for a Continuing Violation and assess them to the Owner's account each month as set forth herein without the need for any further or additional Board hearings with the Owner regarding the same Continuing Violation until the violation is cured by the Owner.

**Section 4. Nonwaiver of Right.** The failure of the Association or of any Owner to enforce any right, provision, covenant or condition which may be granted by the Governing Documents shall not constitute a waiver of the right of the Association or of any such Owner to enforce such right, provision, covenant or condition in the future.

**Section 5. Cumulative Rights & Remedies.** All rights and remedies granted to the Association or any Owner under any terms of the Governing Documents, in law or equity shall be cumulative and not exclusive. The exercise of any one or more of these rights or remedies by the Association or by an Owner shall not in any way constitute an election of remedies, nor shall it preclude the party from exercising any other rights or remedies which may be available to such party under the Governing Documents, at law, or in equity.

**Section 6. Enforcement of Provisions of Governing Documents.** An Owner may maintain an action against the Association and its Officers and Directors to compel such persons to enforce the terms and provisions of the Governing Documents. An Owner may maintain an action against any other Owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Governing Documents, the Act, or any other applicable law.

## ARTICLE XIX

### OTHER GENERAL PROVISIONS

*RIDGEWOOD HILLS SUBDIVISION ASSOCIATION  
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**Section 1. Annexation of Additional Lots and Common Area.** Additional residential Lots and Common Area may be annexed only with the written consent or voting approval of two-thirds (2/3) of the Owners of all Lots in the Subdivision.

**Section 2. Applicability of Township Ordinances and Consent Judgment.** The entire premises, Association, Owners and Declarant are subject to the ordinances of the Township of Plymouth except as modified by the explicit terms of a Consent Judgment entered in the case of Plymouth West Two Associates vs. Township of Plymouth, et al, Wayne County Circuit Court Case No. 74-021,351CE, and the terms and conditions of such ordinances and the Consent Judgment shall govern the premises, anything herein to the contrary notwithstanding.

**Section 3. Insurance Proceeds.** All proceeds of any insurance maintained with respect to any assets of the Association, and the Common Areas (if the Common Areas have been conveyed to the Association) and Recreational Facilities, and all proceeds of any condemnation proceedings or sales in lieu of condemnation relating to the assets of the Association or the Common Areas (if the Common Areas have been conveyed to the Association) or Recreational Facilities, shall be paid to the Association and shall be the property of the Association and not of its Members or any other persons or entities.

**Section 4. Number and Gender.** As used in this Declaration, any gender shall include any other gender, the plural shall include the singular and the singular shall include the plural, whenever appropriate.

**Section 5. Appointment of Association as Attorney in Fact.** All Owners, their successors and assigns hereby irrevocably appoint the Association and its Board of Directors as their agent and attorney in fact for the purpose of executing any document necessary to allow Association to do anything which the Association is entitled to do under the terms of this Declaration.

**Section 6. Non-Discrimination and Fair Housing Compliance.** The Association and its Board of Directors and Officers do not participate in or tolerate any conduct that might constitute discrimination based upon race, color, national origin, religion, sex, disability, familial status (including children under the ages of eighteen (18) living with parents or legal custodians), pregnant women, people securing custody of children under the age of eighteen (18), disability, sexual orientation, gender identity, or LGBT status.

The Association and its Board of Directors and Officers will not enforce any of the provisions in the Governing Documents or take any other actions or fail to act in any manner that might constitute unlawful discrimination under the Fair Housing Act or any other applicable federal, state or local laws against such discriminatory conduct.

The Association makes reasonable accommodations in its policies and procedures and

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SUBMITTED TO OWNERS FOR REVIEW – APRIL 2021

permits reasonable modifications of the Property, Lots, Dwellings and Common Areas where necessary or appropriate to comply with Fair Housing laws.

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**Ridgewood Hills Subdivision Association,**  
a Michigan nonprofit corporation

By: \_\_\_\_\_

Its: President

STATE OF MICHIGAN            )  
  ) ss.  
COUNTY OF WAYNE            )

The foregoing Amended and Restated Declaration of Restrictions was acknowledged before me, a notary public on \_\_\_\_\_ day of September, 2021, by \_\_\_\_\_, known to me to be the President of the Ridgewood Hills Subdivision Association, a Michigan nonprofit corporation, and that he has executed this Amended and Restated Declaration of Restrictions as his own free act and deed on behalf of the Corporation.

\_\_\_\_\_  
Notary Public  
County, Michigan  
My commission expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

PREPARED BY and WHEN RECORDED RETURN TO:

Gregory J. Fioritto (P61893)  
Zelmanski, Danner, & Fioritto, PLLC  
44670 Ann Arbor Road, Ste. 170  
Plymouth, MI 48170  
(734) 459-0062

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**EXHIBIT A**

[legal description]

**EXHIBIT B**

**STORMWATER MANAGEMENT SYSTEM MAINTENANCE PLAN**

IN WITNESS WHEREOF, PLYMOUTH INVESTMENT CO., a Michigan Limited Co Partnership, Titleholder, has caused these presents to be executed by its officer thereunto duly authorized, on this 25th day of July, 1978.

On this 25th day of July, 1978, before me personally appeared Norman J. Cohen,  
My commission expires: April 14, 1981

The foregoing instrument was acknowledged before me this 25th day of July,  
1978, by Bruce E. Ruffin and John A. Alter

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