

# NORTH HILLS ESTATES ASSOCIATION INC.

## BY-LAWS ARTICLE I.

### DESCRIPTION

The name of this Corporation is North Hills Estates Association, Inc., herein called the "Association". It shall be a non-profit Corporation. Its mailing address is Post Office Box # 5255 Northville, Michigan 48167.

### ARTICLE II.

#### PURPOSES

The purpose or purposes for which the Association is formed are as follows:

- Section 1. To exercise all of the powers of the Lot Owners' Association as described and set forth in the various declarations of restrictions applicable to the Association described in Section 1 of Article III hereof.
- Section 2. To supervise, maintain and establish reasonable rules and regulations governing the use of Bedford and Cumberland Parks, as described and dedicated in the Recorded Plat of North Hills Estates Subdivision, a part of the North Half of Section 34, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, as recorded in Liter 138, pages 19, 20, 21, 22 and 23, Oakland County Records. (Pursuant to building and use restrictions recorded in Liber 6312, Pages 130-145 inclusive).
- Section 3. To promote the welfare of its members by maintaining and beautifying the subdivision in which its members are located, by taking action to enforce building and use restrictions, by promoting social and recreational activities and by engaging in such other activities as are incidental thereto and not forbidden by the laws of the State of Michigan and with all the powers conferred upon corporations by the laws of the State of Michigan.

### ARTICLE III

#### MEMBERSHIP

- Section 1. Definition of Membership: The owners of lots in North Hills Estates Subdivision, which is located in the North Half of Section 34, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, shall be members of the Association. Membership in said Association shall be mandatory for each owner and each succeeding owner. A member shall be defined as every person who is the record owner with full disposition rights to said lot and is within the province of this Association. Excluded are owners who have sold their interest under executory land contract. During such time as the land contract is in force, the buyer shall be considered to be the member of the Association.

Section 2. Voting Rights of Membership: Each homesite in North Hills Estate Subdivision shall be a single membership and the owners thereof shall be eligible to cast one (1) vote subject to the following limitations:

Any member who shall be ninety (90) days or more in arrears of the due date for the annual maintenance fee or any special assessment shall not be a member in good standing and shall not be entitled to vote at any meeting, nor hold office in the Association, nor be a member of any committee until all such delinquencies have been paid together with any and all costs and fees set forth in Article IV Section 2.

For voting purposes, each homesite consisting of one (1) or more platted lots used for said homesite shall be deemed to be one (1) membership in the Association and the owners thereof shall be able to cast one (1) vote at the meetings of the Association.

Each vote at a meeting has to be represented by a person (owner) or by a written, signed proxy for that meeting. One person (owner) representing the homesite can cast the allotted one vote.

To proxy vote at an Annual or Special Meeting a signed proxy using the appropriate format in the Appendix Proxy must be submitted to the Secretary before commencement of the meeting. An appointed member or non-member representative of the proxy is limited to representing one member.

A simple majority of the eligible voters present at a regular or special meeting, in accordance with the quorum requirements of Article V Section 5, shall be deemed sufficient to approval all issues, except the following:

\* Special assessments shall not be levied against the members of the Association without a two-thirds (2/3) majority approval of the members at a regular or special meeting. Voting for the special assessment will be subject to the provision of this Article.

\* Reference: Article IV Section 3  
Article V Section 5  
Article VI. Section 7  
Article IX,

## ARTICLE IV.

### FINANCES

Section 1. Fiscal Year: The Fiscal Year of the Association shall end December 31.

Section 2. Maintenance Fund: Each member, as defined in Section 1 of Article III, must pay to the Association the annual per lot maintenance charge, which charge shall become due and payable annually in advance on the first day of January in each year.

The annual maintenance charge shall be established by the Board in an amount per lot for the year. The amount may be adjusted by the Board of Directors of the Association as the needs of the property may, in the judgment of its Board of Directors, require subject to the following provisions:

The dues can be raised to meet the projected financial obligations of the North Hills Estates Association. The annual maintenance dues may be raised a maximum of \$10 per year per lot upon a majority vote by the elected North Hills Association Board of Directors. The majority vote can be in the form of absentee ballot, e-mail, or in person at a Board Meeting.

At least four (4) years must elapse between any maintenance fee increase that is approved by the North Hills Association Board of Directors before an additional increase may be proposed and voted upon by the Board of Directors. In the event the Board of Directors deems it necessary to increase dues prior to the expiration of the four (4) year period, the increase must be authorized by a majority vote of the members at an annual or special meeting of the membership.

Commencing in calendar year 2009, the maintenance fee will be \$50 per lot. In accordance with the preceding provision, no increase may be made, unless approved by the membership at an annual or special meeting until the year 2013.

The maintenance fund shall be used for such of the following purposes as the Board of Directors shall determine necessary and advisable: For improving, maintaining, and purchasing new equipment for Bedford and Cumberland Parks of North Hills Estates Subdivision, and entrance ways of the subdivision included within the Association; for planting trees and shrubbery and the care thereof; for collecting and disposing of garbage, ashes and rubbish in the parks or entrance ways; for removing grass or weeds in the parks and subdivision entrance ways; for constructing, purchasing, maintaining or operating any community service; for social functions within the Association confines; and for doing any other things necessary or advisable in the opinion of the Board of Directors for keeping the property neat or in good order; for expenses incident to the examination of liens and to the enforcement of building restrictions, conditions, obligations, reservations, rights, powers and charges as applicable to said subdivision; for the expenses of operating the Association, including postage, rental of meeting quarters, legal fees, purchase of public liability insurance, property damage insurance, filing and franchise fees and all other expenses necessary or incidental to the operation of a corporation.

As a means of controlling the Association expenditures, the following spending constraints shall be in effect:

**Normal Maintenance expenditures:**

The normal total annual expenditures for the Association over any three (3) consecutive years shall not exceed the Association's income over the same three (3) year period. The income shall be defined to include the members' yearly maintenance fees plus any interest accrued during the three (3) year period.

Any expenditures for new equipment or new improvements that exceed \$1000 must be approved by a majority vote of members at an Annual or Special Meeting. Members must receive a written description and maximum cost of the proposed new equipment or new improvements at least thirty (30) days prior to the meeting. Quorum requirements of Article IV Section 5 will apply.

Regular and necessary maintenance are not subject to the above limitations.

The annual maintenance charge, together with all costs and attorneys fees for establishing, recording and discharging any and all liens and related records, remaining unpaid by the homeowner, shall be a lien and encumbrance on the land. If a member is in arrears of the annual maintenance fee after March 30, a writing issued by the Treasurer of the Association shall be given to any member liable for said charges by delivery at the lot address or by first class mail to the Homeowner at the lot address setting forth the status of the charges then due on the member's account. After written notice is given, the Board of Directors may impose a cost of 1% per month of the unpaid charge(s) remaining unpaid each month or part thereof thereafter, and authorize the recording of a lien on the member's property for all charges, costs, including interest, and fees. (see Appendix lien).

The Association shall have the power and right in its own name to take and prosecute all suits, legal, equitable or otherwise, which may in the opinion of the Board of Directors, be necessary or advisable for the collection of such charges and to take such other steps as it deems expedient to impose and enforce any authorized and recorded lien upon a member's lot/property.

Section 3. Special Assessments: Special assessments may be proposed by the Board of Directors for the purposes of activities within the general powers of the Association, but not within the specific purpose, for which the maintenance fund may be used.

Voting for the special assessment will be subject to the provisions of Article III Section 2.

Section 4. Loans: No loans for any purpose whatsoever may be secured in the name of or on behalf of the Association.

## ARTICLE V.

### MEMBER'S MEETINGS

- Section 1. Annual Meeting: An annual meeting of the Association shall be held before the end of each year. The exact date to be set by the Board of Directors.
- Section 2. Order of Business at Annual Meeting: The order of business at the Annual Meeting of the members shall be as follows:
- (a) Roll Call
  - (b) Reading of notice
  - (c) Reading of minutes of last preceding meeting
  - (d) Report of President
  - (e) Reports of Secretaries
  - (f) Report of Treasurer which shall include a proposed annual budget for the next fiscal year.
  - (g) Reports from Committee Chairmen
  - (h) Election of Directors
  - (i) Transaction of old business
  - (j) Transaction of new business
  - (k) Adjournment
- Provided that, in the absence of any objection, the presiding officer may vary the order of business at his/her discretion.
- Section 3. Special Member's Meeting: A special meeting of the members may be called at any time, by the President, or by a majority of the Board of Directors or upon the request of fifteen (15) eligible voters, when submitted in writing to the Secretary.
- When a special meeting is requested by eligible voters, the meeting must be held within 90 days of the submission request to the Secretary.
- Section 4. Notice of Meetings of Members: At least thirty (30) calendar days prior to the date of the annual meeting, written notice of the time and place of such meeting shall be served upon each lot by first class mail. Such mailing shall be considered notice effective upon mailing.
- The Notice of a special meeting shall be served at least thirty (30) calendar days prior to the date of the meeting and specifically state the matters to be considered and no action may be taken on any matter not set forth in the notice of special meeting.
- Section 5. Quorum: Fifteen (15) eligible voters, including Board Members and full power proxy votes, shall constitute a quorum for the transaction of business at any members meeting. Three (3) members of the Board of Directors must also be present to constitute a quorum. The limited proxy power votes shall be counted towards a quorum on the limited issue.
- Section 6. Minutes: Approved Minutes or reports of any regular or special membership meetings shall be available to any member upon request.

ARTICLE VI  
BOARD OF DIRECTORS

Section 1. Number of Terms of Directors:

The business, property and affairs of the Association shall be managed by a Board of Directors composed of at least five , but preferably seven members. The Directors shall serve for two year terms. Up to four Directors shall be elected in even numbered years and up to three Directors shall be elected in odd numbered years. The termination date of all terms is December 31.

Section 2. Resignations and Vacancies: A member of the Board of Directors may voluntarily resign by submitting a resignation at any of the regular meetings of the Board of Directors or by notifying the Secretary. Not taking part in any activity or meeting of the Association for four (4) consecutive months may be considered as a automatic resignation. Vacancies on the Board of Directors shall be filled by appointment made by the remaining Directors. Each person so appointed, shall serve for the remainder of the term of the Director whom he/she replaced.

Section 3. Action by Unanimous Written Consent: If and when all Directors shall unanimously consent in writing and /or e-mail to any action to be taken by the Association, such action shall be as valid corporate action, as though it had been authorized at a meeting of the Board of Directors.

Section 4. Power to Elect Officers: The Board of Directors shall select a PRESIDENT, a VICE-PRESIDENT, a RECORDING SECRETARY and a TREASURER, all from the members of the Board of Directors, and may also elect a CORRESPONDING SECRETARY and an ASSISTANT TREASURER, who need not be members of the Board. The elected Officers shall hold their respective offices for the term of one (1) year or until their respective successors are selected. (ref.; Article VII, Section 1)

Section 5. Power to Appoint Other Officers and Agents: The Board shall have the power to appoint such other officers and agents as the Board may deem necessary for the transaction of the business as the Association.

Section 6. Meeting of the Board of Directors: Regular meetings of the Board of Directors shall be held at such times and places, as the majority of the Board of Directors may from time to time determine. Special meetings of the Board of Directors may be called at any time, by the President, or by a majority of the Board of Directors. Directors shall be notified by the Secretary of the time, place and purpose of special meetings of the Board at least three (3) days prior thereto.

Section 7. Quorum: At least three (3) of the Board of Directors shall constitute a quorum for the transaction of business.

- Section 8. Compensation: No Director or Officer shall receive any salary or compensation for their services to the Association, unless otherwise specially ordered by the Board of Directors or by the Bylaws, and approved by two-thirds (2/3) of the eligible voters, in person; at a regular or, special meeting of the membership. Payment of insurance premiums on policies covering directors liability shall not be considered compensation and is specifically authorized.

## ARTICLE VII OFFICERS

- Section 1. Terms: The terms of each officer shall extend for a period of one (1) year.
- Section 2. President: The President shall be chief-executive officer of the Association and Chairman of the Board of Directors. The President shall preside at all meetings of the Association and of the Board of Directors. The President shall be an ex-officio member of all committees and shall see that all resolutions and orders of the Board of Directors are carried into effect.
- Section 3. Vice-President: In case the office of President shall become vacant, or in case of the absence of the President or his/her disability to discharge the duties of his/her office, such duties shall, for the time being, devolve upon the Vice-President, who shall do and perform such other acts as the Board of Directors may, from time to time, authorize him/her to do.
- Section 4. Corresponding Secretary: The Corresponding Secretary shall be responsible for the sending of all official notices to the general membership and for all general correspondence.
- Section 5. Recording Secretary: The Recording Secretary shall record all business transacted at both general business meetings and Board Meetings. A summary of the previous meeting shall be reported at the beginning of each meeting.
- Section 6. Treasurer: The Treasurer shall have custody of all corporate funds, and shall keep books belonging to the Association with full and accurate accounts of all receipts and disbursements. The Treasurer shall deposit all monies in the name of the Association as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the Board of Directors, at the regular meetings of the Board, and at the annual meeting of the members, and upon termination of his/her duties as treasurer, an account of all his/her transactions as Treasurer and of the financial condition of the Association.

The Treasurer in conjunction with the President and budget committee members, if applicable, shall propose a line item budget prior to the annual meeting for the fiscal year following the annual membership meeting. The Board must approve the budget before any expenditures or contractual arrangements are formalized.

After the budget is approved, the committee member(s) and/or Board member(s) responsible for the budget line item may spend the funds as approved funds but shall account for the funds upon request of the Treasurer and shall deliver reports to the Board at each meeting.

Prior authorization for any financial transactions not authorized in the approved budget shall be obtained from the Board.

Section 7. Assistant Treasurer: If selected the Assistant Treasurer shall act in the place and stead of the Treasurer during the absence or disability of the Treasurer when so directed by the Board of Directors. In addition thereto, he/she shall perform such other duties as may be delegated by the Board of Directors.

## ARTICLE VIII

### COMMITTEES

Committees as required to conduct the business of the Association shall be appointed by, and report to, the Board of Directors. Subject to the approval of the Board of Directors, the President shall have the authority to appoint the Committee Chairmen.

A resident may be a member of no more than two (2) standing committees at one time, except for the association President, who is an ex-officio member of all committees per Article VII, Section 2. Residents must be Association members in good standing (ref.: Article III, Section 1 and 2) in order to be on a committee.

In addition to standing committees, other committees and/or subcommittees may be appointed as required. The following is a list of standing committees:

#### AUDIT REQUIREMENTS:

The Financial Books and records of the Treasurer shall be audited every year by an independent member(s) as selected and agreed upon by motion of the Board of Directors provided that the Treasurer shall abstain from voting on the Motion. No officer, Director or other Committee Member will be allowed to serve on the Audit Committee.

Upon the expiring term or resignation of the Treasurer, an immediate audit shall be performed by individual(s) members and/or the Board as selected by Motion of the Board of Directors



#### PARKS AND RECREATIONS COMMITTEE:

The Parks and Recreation Committee shall recommend to the Board of Directors rules and regulations governing park usage; shall recommend to the Board acquisition of or planning and execution of new equipment or improvements in the common areas of the Subdivision.

Upon approval, adoption, or amendment of rules and regulations regarding park usage by the Board copies of the new/revised/restated rules shall be distributed to the membership, and upon approval by the Board the acquisition and execution of equipment and improvements shall be implemented.

#### HOUSE AND GROUNDS COMMITTEE:

- Section 1. Shall be responsible for improving and maintaining the park, its facilities and subdivision entrance ways; it shall receive and evaluate requests from the Parks and Recreation Committee, other committees, and the Board of Directors and shall make recommendations to the Board for consideration.
- Section 2. Shall be responsible for conducting periodic inspections of the subdivision grounds and for the rigid enforcement of Building and Use Restrictions as noted in Article II, Section 2 of these By-Laws, and further, call to attention of the proper authorities any violations of infractions, of the zoning ordinances or building codes, of the City of Novi.
- Section 3. Shall also act as an Architectural Review Board in that all plans for constructing, reconstruction, improvements, replacements or other activities as specified in the recorded Deed Restrictions, and, after consideration for adequacy shall make a recommendation for action to the Board of Directors. The submitting member shall receive a recommendation from the House and Maintenance Committee.

#### NEWSLETTER COMMITTEE:

Shall publish a Subdivision newsletter including items of subdivision, municipal and other local interest, as well as other matters which it or the Board of Directors feels are pertinent to the members. The Board of Directors shall promulgate policies and directions as to items acceptable for inclusion. In the event of a disagreement as to the inclusion or exclusion of a particular item, the matter shall be brought before the Board of Directors who shall decide by appropriate motion.

All the above committees shall submit all proposed actions to the Board of Directors.

## NOMINATING PROCESS:

The notice of the Annual Meeting to the members shall state that an election for all open seats on the Board of Directors will occur at the General Meeting.

Nominations to the Board for open seats will be accepted from the floor at the Annual Meeting.

A vote for the open seats on the Board will be conducted by the Secretary.

## ARTICLE IX AMENDMENTS

These By-Laws may be amended, altered, changed, added to or repealed by the affirmative vote of a majority of the eligible voters present at any regular or special meeting, if notice of the proposed amendment, alteration, change, addition or repeal has been specifically contained and set forth in the notice of the meeting; provided, however, that no amendments may be made to these By-Laws, which would contradict, restrict, or otherwise conflict with any of the matters contained in restrictions as amended and recorded for the Subdivision.

These By-Laws have been set forth to regulate the conduct of business within the North Hills Estates Association, Inc.

## Appendix: Proxy

Appendix: Proxy

Voting by proxy

FULL PROXY POWER FORMAT

North Hills Estates Association member \_\_\_\_\_  
(print name)

of Lot No. \_\_\_\_\_  
(address)

appoint \_\_\_\_\_, my proxy to vote on all matters  
(print name)

properly presented for consideration and action at the meeting of the North Hills

Estates Association on \_\_\_\_\_  
(date)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

ISSUE LIMITED PROXY POWER FORMAT

North Hills Estates Association member \_\_\_\_\_  
(print name)

of Lot No. \_\_\_\_ at \_\_\_\_\_  
(address)

requests a vote of \_\_\_\_\_ on the proposal As stated in the notice of (date) drafted and issued by  
the Board of Directors.

:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

**LIEN FOR UNPAID NORTH HILLS ESTATES ASSOCIATION, INC  
HOMEOWNERS ASSOCIATION CHARGES**

Notice is hereby given that the North Hills Estates Association, Inc. Homeowners Association, herein after referred to as the "Association", whose address is P.O. Box 5255, Northville, MI 48167, hereby claims a lien, as established in the bylaws, for unpaid Association maintenance charges, assessments and related costs, charges and fees on the following described property situated in Novi, County of Oakland, State of Michigan:

**Lot #.     , North Hills Estates Subdivision, a part of the North half of Section 34, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, according to the plat thereof recorded in Liber 138 of plats, pages 19 through 23, Oakland County Records.**

Commonly known as \_\_\_\_\_

Number and Street  
Northville, MI 48167

The amount of the Claimed lien is a \_\_\_\_\_ charge for the unpaid annual maintenance charge for the year(s) \_\_\_\_\_ and costs and attorneys fees for establishing, recording and discharging liens and related records, including 1% per month or part thereof that the charge(s) remain unpaid after \_\_\_\_\_ (date of board resolution), as authorized by the board, currently totaling \$ \_\_\_\_\_ (total) ( and continuing hereafter in the amount cumulatively due each following year if said dues remain unpaid ) remains unpaid, as of the date and signature below.

Pursuant to the verification above, the Board of Directors resolved that the Association file this lien in the Office of Register of Deeds for Oakland County against the lot owner's property to enforce the collection of [any] unpaid charges, assessments and related costs as stated. The due and owing [amounts] charge(s) unpaid shall bear interest from the \_\_\_\_\_ (date of [delinquency] board resolution) at One per cent per month or part thereof, and the Association may bring an action at law against the Owner personally obligated to pay the same for enforcement and collection of [and lien filing] charges, costs, and interest, and [costs] and reasonable attorney's fees of any such action, or foreclose the lien against the property upon receipt of payment of said [amount] charges, [and lien filing] costs, including [and] interest, and [costs and] reasonable attorney's fees of any such action that shall be added as incurred [to the amount of such assessment].

The present owner of the property to the best knowledge of the lien claimant is:

\_\_\_\_\_, Owner name

\_\_\_\_\_, Full address

\_\_\_\_\_, Treasurer

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

North Hills Estates Association, Inc.  
P.O. Box 5255 Northville, MI 48167

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2008

\_\_\_\_\_, Notary Public \*

\_\_\_\_\_, County, Michigan.

**Prepared by and Return to:**

\_\_\_\_\_, Treasurer  
North Hills Estates Association, Inc  
P.O. Box 5255 Northville, MI 48167

My commission expires \_\_\_\_\_

DECLARATION OF BUILDING RESTRICTIONS FOR  
NORTH HILLS ESTATES SUBDIVISION, CITY  
OF NOVI, OAKLAND COUNTY, MICHIGAN

**Building Restriction deletions identified via double strikeout and additions in red**

This declaration made this 31<sup>st</sup> day of December, 1973, by FRED E. GREENSPAN COMPANY, a registered Michigan Co-Partnership, located at 15544 Northville Forest Drive, Plymouth, Michigan thereafter referred to as the "Grantor" or the "Developer".

It is the intention of the Grantor herein to subject lots numbered 1 through 202, both inclusive, of North Hills Estates Subdivision, of part of the North one-half (1/2) of Section Thirty-Four, Town 1 North, Range 3 East, City of Novi, Oakland County, Michigan, the plat whereof has been recorded in the office of the Register of Deeds for Oakland County in Liber 138 of Plats, Pages 19,20,21,22, and 23, to the following building and use restrictions, to an end that the subdivision may be developed pursuant to a general plan suitable for a desirable residential community.

NOW, THEREFORE, IT IS HEREBY DECLARED THAT the following restrictions are covenants which shall run with the land and shall be binding on all parties and all persons claiming under Grantor, until December 31, 2003, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless, by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole, or in part, to wit:

**BUILDING RESTRICTIONS - TYPE, HEIGHT, GARAGE**

1. All lots except those areas designated as Medford Park and Cumberland Park shall be used for residential purposes, to wit:

(a) No building or other structure shall be erected, installed, placed, altered or permitted to remain, on any Lots 1 through 202, both inclusive, other than one detached single-family dwelling not to exceed thirty-five (35') feet in height and two and one-half (2 1/2) stories and a private garage for not more than three (3) vehicles.

(b) Outlot A and Outlot B shall be used for multiple dwelling purposes only, and shall be designated as Lot 203 and Lot 204.

**BUILDING RESTRICTIONS - SET BACK LINES**

2. No building shall be located on any building site less than thirty (30') feet from the front lot line for all lots covered by these covenants.

Where a rear yard of a corner lot abuts a side yard of an interior lot, a side yard of thirty (30') feet shall be maintained along the side street of the corner lot and no fence or other structure shall be erected, installed, placed or permitted to remain, within said side yard.

Where rear yards back to, and abut, each other or corner lots, a side street set-back of not less than thirty (30') feet shall be provided and maintained, and no fence or other structure shall be erected, installed, placed or permitted to remain within such set-back. Garage location on corner lots shall conform to dwelling set-backs.

No building shall be located less than ten (10') feet from any interior side lot line, and the aggregate width of both side yards shall not be less than twenty (20') feet. No building shall be located less than sixteen (16') feet from any other building on the same site. Any garage shall be attached to the dwelling and shall be deemed part of the dwelling for the purposes of these restrictions.

For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building: provided, however, that this shall not be construed to permit any portion of a building, on a lot, to encroach upon another lot.

#### BUILDING RESTRICTIONS - SQUARE FOOTAGE, CONSTRUCTION MATERIAL

3. The ground floor areas on the main structure, exclusive of one-story open porches, breezeways and garages, shall be not less than one thousand one hundred (1,100) square feet in the case of a one-story structure, nor less than eight hundred (800) square feet in the case of a one and one-half story structure, nor less than seven hundred (700) square feet on the ground floor, or an aggregate of fourteen hundred (1,400) square feet in the case of a two-story structure, the basic structure can be of brick, stone, or masonry construction, PROVIDED, HOWEVER, THAT this provision shall not be construed so as to prevent or prohibit the installation or use in exterior construction of frame or other materials.

#### BUILDING PLANS - PLANS, PRIOR APPROVAL

##### 4. CONSTRUCTION OF BUILDING, STRUCTURE OR OTHER INCLOSURE:

No building, enclosure or other structure shall be commenced, erected, placed or maintained, or shall any addition to or change or alteration to any structure be made, except interior alterations, until the plans and specifications, height and materials, color scheme, location on lots and approximate cost of such structure and the grading plan of the lots to be built upon shall have been submitted to and approved in writing by the Grantor, and a copy of said plans and specifications as finally approved lodged permanently with the Grantor.

(a) The Grantor shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable in the Grantor's opinion, for aesthetic or other reasons; and is so passing upon such plans, specifications and grading. Grantor shall have the right to take into consideration the suitability of the proposed buildings or other structures to be built to the site upon which it is proposed to erect the same, and the harmony as planned in view of the outlook from the adjacent or neighboring properties.

It is understood and agreed that the purpose of this paragraph is to cause the platted lands to develop into a beautiful harmonious private residence section, and if a disagreement on the points set forth in this paragraph should arise, the decision of the Grantor shall control.

(b) However, in the event that the Grantor shall have failed to approve or disapprove such plans and the locations within thirty (30) days after the same shall have been delivered to the Grantor, then such approval will not be required, provided that the plans and location on the lots to conform to, and are in harmony with, existing structures in the subdivision, the provisions of these Restrictions, and any zoning law applicable thereto.

## FENCES

5. FENCES: LOCATION AND KIND: Fences, guarded walls and similar devices may be constructed or erected only after plans and specifications of such proposed fence, wall or other device shall have first been submitted in writing to the Grantor and approved by it. Fences in the rear or back of the building on all lots shall be ornamental and no more than four (4') feet high. They shall be of metal, ~~or~~ wood or other Association approved construction. No fences of any kind shall be installed or erected in front of, or extending beyond, the established front building line of any lot. All fences shall have a minimum thirty (30') feet set-back and no fence shall be constructed beyond the set-back line from any and all streets abutting any lot line, whether front, rear, or side.

## INTERSECTION – SIGHT DISTANCES

6. No hedge or shrub planting which obstructs sight lines at elevations between two (2') and six (6') feet above the roadways or streets shall be placed, planted, or be permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at a point thirty (30') 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. The same sight line limitations shall apply with respect to any lot within ten (10') feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

## SWIMMING POOLS, ETC.

7. All permanent or semi-permanent swimming or wadding pools shall be constructed and installed in the ground, below existing ground level. No free-standing, or other type of permanent or semi-permanent swimming or wadding pools may be constructed, installed, placed or maintained on or above existing ground level. The restriction shall not be construed to bar the temporary seasonal use of aluminum, plastic, rubber, or similar type round or oval mobile pools, having a diameter not greater than sixteen (16') feet.

## OUTBUILDINGS, TEMPORARY OR PERMANENT – NOT RESIDENCES

8. No trailer, basement, tent shack, garage, barn, or other outbuilding erected in the subdivision, shall be used at any time for human habitation, whether temporarily or permanently nor shall any structure of a temporary character or nature be used as a residence; PROVIDED, HOWEVER, THAT the provisions hereof shall not be construed or applied so as to prevent the use of a temporary building or structure which is used for storage or other building purposes during the period of the construction or installation of the principal building or structure; AND PROVIDED FURTHER, THAT the provisions hereof shall not be construed or applied so as to prevent the use by Grantor or Developer, its agents or sales representatives of any temporary or permanent dwellings or other structures as a model or models and/or sales office; AND PROVIDED, FURTHER, THAT any said temporary building or temporary structure shall be removed from the particular building site immediately after completion and before a certificate of occupancy is issued, with the sole exception of such as are in use by Grantor or Developer, its agents or sales representatives and which shall be so removed upon the termination of such use.

## PARKING OR STORAGE

9. The outside storage or parking of moving vans, commercial vehicles, boats, automobile trailers, trailer coaches, or campers or camping vehicles, ~~pick-up trucks~~, or similar vehicles, whether or not motorized, shall not be permitted, either on the common areas, streets, ~~or~~ driveways, or exposed property of lot owners.

## SIGNS

10. No signs or billboard shall be placed, displayed to the public view, or maintained on any lot or building except one sign of not more than five (5) square feet of surface and the top of which shall be three (3') feet or less above the ground, advertising the lot or house and lot for sale or lease; provided, however, such other signs may be erected and maintained on lots as are expressly permitted in writing by the North Hills Association Board.

## LIVESTOCK AND POULTRY

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

## GARBAGE AND REFUSAL DISPOSAL

12. No lot shall be used or maintained as a dumping ground for rubbish or refuse. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

## USE OF PROPERTY

13. No noxious or offensive trade, occupation or activity shall be carried on or permitted upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

## EASEMENTS – UTILITIES

14. Easements and rights of way are hereby reserved as shown on the recorded plat. In addition to the above, easements and rights of way are reserved in and over a strip of land six (6') feet in width along all rear and side lot lines wherever it may be deemed necessary for the installation or maintenance of telephone or electric poles, lines or conduits or sewer, gas lines or water mains, for drainage purposes or for the use of any other public utility deemed necessary or advisable by the Grantor. The use of all or a part of such easements and rights of way may be granted or assigned at any time hereafter by the Grantor to any person, firm, governmental unit or agency or corporation furnishing any such service. No structure of any kind, other than ornamental fence, shall be erected, placed or installed on any part of said easements.



## EASEMENTS – MAINTENANCE OF AREAS

15. Except as may otherwise be provided herein, each owner shall maintain all of the surface areas of easements within the lot owned by him, and shall keep the grass and weeds cut, shall maintain in the same free of trash and debris, and shall take such action as may be required in order to eliminate (or minimize when elimination is not practicable) surface erosion.

## LOT OWNERS ASSOCIATION – NORTH HILLS ESTATES ASSOCIATION

16. (a) The developer hereby dedicates and conveys to each lot owner of a lot in "North Hills Estates Subdivision" a right and easement of use to "Cumberland Park" and "Bedford Park" (herein after referred to as "parks") as set forth in the plat submitted to the city of Novi for final plat approval, and said Developer hereby covenants for itself, its heirs and assigns that it will convey fee simple title to the aforesaid parks to the Association hereinafter described, free and clear of all encumbrances and liens, prior to the conveyance of the first lot in "North Hills Estates Subdivision".

(b) Title to the parks shall be vested in the Association hereinafter described as Trustee for the benefit of the lot owners and subject to the right and easement of use for park purposes by the lot owners. Such easement shall not be personal but shall be considered to be appurtenant to said lots, which easement shall pass with the title to said lots whether specifically set forth in deeds to the lots or not.

(c) There is hereby established the North Hills Estates Association (hereinafter referred to as the "Association"), an association to consist of the owners of lots in North Hills Estates Subdivision of the North one-half (½) section of Section Thirty-four (34), City of Novi, Oakland County, Michigan. Said Association shall have control jurisdiction over the parks which shall be vested in said Association of said lot owners. Such Association shall be organized as a non-profit corporation for a perpetual term under the laws of the State of Michigan. Such Association shall be incorporated prior to the sale of any lots in North Hills Estates Subdivision but in any event, within ninety (90) days following the recording of the final plat of North Hills Estates Subdivision. The Association shall be responsible for the proper maintenance and payment of taxes for the parks and Retention Basin and for compliance with this agreement. The By-Laws of the Association shall provide for a Board of Directors of not less than five (5) members nor more than seven (7) ~~fifteen (15)~~ members, provided that such Board of Directors may be appointed by the Developer until such time that seventy-five (75%) percent of the residential lots in said North Hills Association Subdivision shall have been sold by the Developer; and provided further, thirty (30%) percent of the members of the said Board of Directors shall be owners of lots in said subdivision other than the grantor-developer. Thereafter, the Board of Directors shall be elected by the lot owners. The Association shall have the authority to make and enforce regulations pertaining to the care and maintenance and payment of taxes of the parks and Retention Basin, which regulations shall be binding upon the lot owners.

(d) In the event that the Association should, in the opinion of the City, at any time, fail to maintain the parks and Retention Basin in a reasonable order and condition in their natural state, the City may serve written notice upon the Association or the lot owners, or both, setting forth the manner in which the Association has so failed in said notice shall include a demand that the deficiency in said maintenance be cured within thirty (30) days thereof.

If the deficiency set forth in the original notice or the modification or extension of the original notice, shall not be cured within the time allowed by the City, in order to preserve the taxable values of the property within North Hills Estates Subdivision and to prevent the parks from becoming a public nuisance, the City may enter upon said parks and maintain the same.

Said maintenance by the City shall not constitute a taking of the parks or its land, nor vest in the public any right to the use of the same. At such time that the City should determine that the Association will resume the maintenance of the park and Retention Basin in a reasonable condition, the City may cease to maintain the same. The cost of such maintenance by the City shall be charged on a prorate basis against the properties within the North Hills Estates Subdivision and shall become a lien on said properties.

In the event that the Association shall fail to pay taxes on said parks, the City may, at its discretion, charge the same on a prorate basis against the properties within North Hills Estates Subdivision and the same shall become a lien on said properties.

Any and all such liens so created and provided by the terms of this agreement and by the terms of the Declaration of Restrictions shall run in favor of the City of Novi. The City may, at its option, either seek reimbursement from the Association or by action against the lot owners in such manner and by such legal means as at the time might then be available to said City under the laws of the State of Michigan in force at the time of default.

#### MAINTENANCE FUND

17. (a) The Association shall have the authority to assess lot owners, except lots owned by grantor-developer, a minimum annual maintenance charge of not less than Twenty-Five (\$25.00) dollars per lot for the purpose of creating a fund to be known as the maintenance fund for maintaining said parks and Retention Basin and the payment for said parks and Retention Basin. The payment of said Twenty-Five (\$25.00) dollars as an annual maintenance charge shall commence January 1, 1974, and be payable at the time of closing on the sale of each and every lot. January 1, 1974 the maintenance charge shall be at such a rate as may be determined by the North Hills Estates Association which will be formed as provided for herein. Said maintenance charge after January 1, 1974, will be payable annually in advance on the first day of January in each year, commencing January 1, 1975.

(b) Said annual charges may be adjusted from year to year, after the year 1975, by the North Hills Estate Association Board of Directors as provided by the North Hills Estates Association By-Laws as the needs of the property may in their judgment require. ~~but in no event shall such a charge be raised above the sum of Forty (\$40.00) dollars per lot, except by the approval and consent in writing of seventy-five (75%) percent of the members of the North Hills Estate Association, which approval and consent shall make any additional assessments binding upon all of the owners of property in said North Hills Estate Subdivision.~~ Said annual charges and any additional assessments shall be binding upon all owners of property in the North Hills Estate Subdivision.

(c) Said maintenance fund shall be used for as the North Hills Estate Association shall determine necessary and advisable: for improving and maintaining "Parks", common areas, roadways and entrance ways of said property: for planting and maintaining trees and shrubbery: for collecting and disposing of garbage, ashes, and rubbish: for employing night watchmen: for maintenance of vacant property: for removal of grass or weeds: for constructing, purchasing, maintaining or operating any community services, or for doing any other things necessary or advisable in the opinion of the North Hills Estates Association for keeping the property neat or in good order: for expenses incident to the examination of plans as herein provided and to the enforcement of these building restrictions, conditions, obligations, reservations, rights, powers and charges.

(d) It is expressly agreed that the maintenance fund charge referred to herein, shall be a lien and encumbrance on the land with respect to which said charges are made, and it is expressly agreed that by the acceptance of title to any of said lots, the owner (not including thereby the mortgagee so long as the mortgagee is not the owner) from the time of acquiring title thereto shall be held to have covenanted and agreed to pay to the North Hills Estates Association all charges provided for herein which were then due and unpaid to the time of the acquisition of the title by him, and all such charges thereafter falling due during his ownership thereof. A certificate in writing issued by the North Hills Estates Association, or its agent shall be given on demand to any owner liable for said charges, which certificate shall set forth the detailed status of such charges. This certificate shall be binding on the said parties hereto.

(e) By his acceptance of title, each and every owner other than Grantor shall be held to vest in the North Hills Estates Association the right and power, in its own name, to take and prosecute all suits, legal, equitable or otherwise, which may, in the opinion of the North Hills Estates Association, be necessary or advisable for the collection of such charges.

(f) Anything hereinbefore to the contrary notwithstanding, it is provided and understood that neither the Grantor (Developer) nor any lot or land owner by the Grantor (Developer) shall be subject to any annual or other maintenance charge, assessment, lien or any other provisions hereinabove under Paragraph 17 or any subsection thereof, set forth, during such time as the same is or are held or owned by the Grantor (Developer); PROVIDED, HOWEVER, THAT, upon the sale of any said lot or other land by Grantor (Developer), said lot or other land shall become and be subject to all of the above and foregoing provisions and to any charge, assessment, lien, etc., made, assessed or levied thereafter and pursuant thereto; and provided further, that the grantor-developer, while not being subject to any annual charges, assessments, etc., on lots of land he continues to own, does agree that lots owned by said grantor-developer shall be subject to pay their prorate share of the maintenance and taxes on the Parks and Retention Basin.

#### ASSIGNMENT OF GRANTOR'S RIGHTS

18. At any time after the sale by Grantor of ninety-five (95%) percent of the lots in the said North Hills Estates Subdivision, or sooner as determined by said Grantor, (execution of a land contract constituting a sale for the purpose of this section), the Grantor in its sole discretion, may assign or transfer any or all rights, privileges and duties of supervision and control in connection with these restrictions which are herein reserved to the Grantor, to the North Hills Estates Association, and, upon the execution and recording of appropriate written instruments of appointment by the Grantor, the said Association shall thereupon have and exercise all rights reserved to the Grantor, and by its assigned or transferred to the Association, and the Grantor shall be fully released and discharged from any further obligation or responsibility.

#### GRANTOR – DEVELOPER – SALES OFFICE, ETC.

19. Notwithstanding anything herein to the contrary, the Grantor, its agents, sales representatives, subcontractors and employees may occupy and use any house or other structure built in the subdivision, or a temporary building or other structure as a sales office for the sale of lots and/or houses, construction office in connection with the construction of homes, and for warehousing of material used in connection with the construction of homes, and/or sales, until all the lots and/or homes built in this subdivision shall have been sold; and Grantor, its sales representatives, agents and employees may erect and maintain any such signs, displays, advertisements at any place or places by them selected, and whether upon vacant construction until all of the lots and/or houses in the such said subdivision until all of the lots or houses built in this subdivision shall have been sold.

#### COVENANTS AND RESTRICTIONS – ENFORCIBILITY

20. If the parties hereto, or any of them, or their heirs, or assigns, shall violate, or attempt to violate, any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision or development to prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such covenant and either to prevent or restrain him or them from so doing or to recover damages or other dues, or to due both, for such violation.

#### COVENANTS AND RESTRICTIONS – SEVERABILITY

21. Each restriction herein is intended to be severable and, in the event that one covenant is for any reason held void, it shall not affect the validity of the remaining covenants and restrictions.