

**AMENDED AND RESTATED**

**DECLARATION OF COVENANTS AND RESTRICTIONS**

This Amended and Restated Declaration of Covenants and Restrictions for Pheasant View Subdivision (the “Declaration”) is made this \_\_\_ day of \_\_\_\_\_ 2022, by Pheasant View Association, Inc., whose address is P.O. Box 871463, Canton, Michigan, 48187, (the “Association”).

**RECITALS**

WHEREAS, SUNFLOWER SEVEN ASSOCIATES, a Michigan general partnership, (the “Declarant”) was the original owner in fee simple absolute of certain real property (the “Subdivision”) situated in the Charter Township of Canton (the “Township”), Wayne County, Michigan. The Subdivision is more particularly described on Exhibit “A” attached hereto.

WHEREAS, Declarant created the Declaration of Covenants and Restrictions dated October 12, 1995, and recorded on October 27, 1995, at Liber 28363, Pages 137 through 156, Wayne County Records (the “Original Declaration”), for the benefit of all Lot Owners in the Subdivision; and

WHEREAS, the Subdivision consists of the following: (i) One-hundred sixty-two (162) lots (the “Lots”, each of which is to be used for the construction and occupancy of one (1) detached single-family residence and permitted related improvements, in each case, subject to (a) the provisions of this Amended and Restated Declaration; (b) the provisions of the Declaration of Reciprocal Roadway Easement, dated March 8, 1993 (the “Reciprocal Roadway Easement”), and recorded in Liber 26390, Page 818, Wayne County Records, as amended; (c) the Agreement for Planned Development District, dated March 8, 1993, together with the related Notice and Affidavit of Planned Development District, dated March 8, 1993, and recorded in Liber 26390, Page 800, Wayne County Records; (d) the Agreement for Maintenance of Storm Drainage Facilities, dated December 16, 1994 (the “Storm Drainage Facilities Agreement”); (e) easements and rights-of-way, and other matters, of record; and (f) applicable statutes and ordinances, and rules and regulations, of Canton Township, the County of Wayne, and the State of Michigan; (ii) private parks (the “Common Areas), for the benefit of the Subdivision, and intended for the use, in

common, of the Owners of each Lot (the “Owners”), the Occupants, and the Permittees; and (iii) private roadways (the “Roadways”), for the benefit of the Subdivision, and intended for the use, in common, of the Owners of each Lot (the “Owners”), the Occupants, and the Permittees, for vehicular and pedestrian ingress, egress, travel and passage (including, without limitation, travel by golf cart within the designated Golf Cart Crossing areas), to and from each Lot, and to and from adjacent public streets and golf course facilities, and for aesthetic purposes in connection with the Lots (the “Permitted Purposes”). The Roadways will not be under the jurisdiction of the County of Wayne, State of Michigan (“Wayne County”), and, accordingly, will not be maintained, repaired, or replaced by Wayne County; and

WHEREAS, Sections of the Subdivision, including, without limitation, certain Roadways within the Subdivision, will be traversed by, or be adjacent to, a golf course (the “Golf Course”), including, without limitation, the golf cart paths appurtenant thereto, developed, owned, and operated by (or under) Canton Township, and to be known as “Pheasant Run”. The Golf Course is not part of the Subdivision; and

WHEREAS, Declarant desired to subject the Subdivision to the covenants, restrictions, conditions, easements, charges, and liens hereinafter set forth (i) to insure the development of the Subdivision as a desirable residential community; (ii) to prevent the construction, installation, placement, or maintenance of any undesirable use, improvement, or thing within the Subdivision; (iii) to promote internal harmony within the Subdivision; (iv) to provide for the perpetual preservation and maintenance of the Common Areas and Roadways within the Subdivision in a manner consistent with high environmental, aesthetic, and residential standards; (v) to provide for the perpetual preservation and maintenance of the Storm Drainage Facilities, in accordance with the Storm Drainage Facilities Agreement; and (vi) to provide for the payment by the Owners of all of the costs and expenses in regard to the administration, operation, maintenance, repair, and replacement of the Common Areas, Roadways, and Storm Drainage Facilities, as described in this Amended and Restated Declaration, the Reciprocal Roadway Easement, and the Storm Drainage Facilities Agreement;

WHEREAS, the areas occupied by the Roadways (the “Roadway Areas”) are named in the recorded Plat of the Subdivision, and are particularly described in the Reciprocal Roadway Easement;

WHEREAS, the Roadway Areas are (or may be) subject to additional easements and licenses (the “underlying Roadway Easements”, granted, or to be granted, by Declarant or the Association, in favor of Canton Township, and others, for service and emergency purposes of every kind and description, for utility systems serving the Subdivision (the “Common Utility Systems”), including, without limitation, sanitary sewage disposal, water supply, storm drainage outlet, domestic electric, natural gas, telephone and cable television facilities and purposes, and for separate connections to such Common Utility Systems for the benefit of each Lot;

WHEREAS, Declarant deemed it desirable to create a legal entity (the “Association”) to own the Common Areas and Roadways, and to maintain them along with the Pheasant Run Road Maintenance Association, and to which shall be delegated and assigned certain powers and duties

hereunder, including, without limitation (1) the administration, operation, maintenance, repair, and replacement of the several elements comprising the Common Areas; (2) the maintenance, repair, and replacement of the several elements comprising the Storm Drainage Facilities, (3), the administration, operation, maintenance, repair, and replacement of the several elements comprising the Roadways, including, without limitation (a) the paved driving surface within the roadways (the “Wearing Surface”, which reference includes the related curbs and gutters); (b) the landscaped and planted areas within the Roadways (the “Landscaped Areas”, which reference includes any irrigation system serving such areas); (c) the entrance monuments, decorative walls and gates, and other architectural features within, or adjacent to, the Roadways (the “Entrance Monuments”); (d) the street and other lighting facilities within the Roadways (the “Lighting Facilities”); (e) the traffic control and other signage within the Roadways (the “Golf Cart Crossings”), which reference includes the decorative designated crossing area within the Wearing Surface, the appurtenant signage, including, without limitation, decorative mandatory stop signs and speed bumps on either side of each such designated crossing area, and the landscaping of the golf cart paths on either side of each such crossing, the full width of such crossing, to the dept of the adjacent Lots; (4) the enforcement of the covenants, restrictions, conditions, easements, charges, and liens set forth in this Amended and Restated Declaration; (5) the collection and disbursement of the Assessments and charges described in this Amended and Restated Declaration (the “Annual Assessment” and “Special Assessments”); (6) the promotion of the health, safety, and welfare of the Owners and Occupants of the Subdivision; (7) the enforcement of the Reciprocal Roadway Easement; (8) the enforcement of the Storm Drainage Facilities Agreement; and (9) the enforcement of the Underlying Roadway Easements;

WHEREAS, Declarant caused the Association to be organized as a nonprofit corporation (with mandatory Assessment powers), for a perpetual term, under the laws of the State of Michigan, for the purpose of exercising the powers, duties, and functions of the Association set forth in this Amended and Restated Declaration (either directly, through a management agent and/or maintenance contractor engaged by the Association, or through an association in which the Association is a constituent member);

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 the Owners via a written instrument signed by the Owners of not less than eighty and 00/100 (80%) percent of the Lots in the Subdivision, in accordance with Article VIII, Section 6 of the Original Declaration;

WHEREAS, the written instrument signed by the Owners which indicates the approval of not less than eighty and 00/100 (80%) percent of the Lots to the amendments contained in this Amended and Restated Declaration of Covenants and Restrictions are the signed, written consents attached hereto as Exhibits B-1 through B-\_\_\_, which are hereby incorporated by reference into this Amended and Restated Declaration of Covenants and Restrictions;

WHEREAS, this Amended and Restated Declaration of Covenants and Restrictions shall be effective three (3) years from the date of recording of this Amended and Restated Declaration of Covenants and Restrictions, in accordance with Article VIII, Section 6 of the Original 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 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 Occupants; and, in general, provide for a residential subdivision of the highest quality and character; and

**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, leased, used, and occupied subject to the conditions, covenants, restrictions, easements, reservations, grants, charges, and liens, hereinafter set forth, together with the agreements which comprise the general improvement plan, 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 Owners and Occupants, 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, personal representatives, successors, and assigns.

This Amended and Restated Declaration of Covenants and Restrictions amends and restates in its entirety the Original Declaration:

## **ARTICLE I** **DEFINITIONS**

As used in this Amended and Restated Declaration with initial capital letters, the following terms shall have the meaning ascribed thereto:

**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. Articles.** “Articles” mean the Articles of Incorporation of the Association filed with the Michigan Department of Licensing and Regulatory Affairs, as the same may be amended.

**Section 3. Association or Corporation.** “Association” means Pheasant View Association, Inc., a Michigan nonprofit corporation, of which all Lot Owners shall be Members. “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 4. 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 409 (MCL 450.2409) of the Michigan Nonprofit Corporation Act, or at a vote conducted at a meeting of the Members.

**Section 5. Board of Directors or Board.** “Board of Directors” or “Board” means the Board of Directors of Pheasant View Association, Inc.

**Section 6. Bylaws.** This Amended and Restated Declaration shall also constitute the Bylaws of the Association as provided under the Michigan Nonprofit Corporation Act.

**Section 7. Committee.** “Committee” means the Architectural Review Committee established under the provisions of this Amended and Restated Declaration or the Association, as the context may require.

**Section 8. Common Areas.** “Common Areas” 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 “Private Parks” on the recorded Plat of the Subdivision or as otherwise referenced in this Amended and Restated Declaration, together with any and all improvements now or hereafter located thereon.

**Section 9. Declarant.** “Declarant” means Sunflower Seven Associates, a Michigan general partnership, and any successor thereto, or any Person to whom or which it may expressly assign any one or more of its rights, or delegate any of its authority hereunder, in each case by means of an appropriate document recorded with the Wayne County Register of Deeds and, in each case, as the context may require.

**Section 10. Declaration.** “Declaration” means the Declaration of Covenants and Restrictions regarding the Lots, as recorded in the Wayne County Register of Deeds, State of Michigan, as it may be amended from time to time, including this Amended and Restated Declaration of Covenants and Restrictions.

**Section 11. Default or 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 12. Dwelling.** “Dwelling” means the single-family residence constructed on a Lot within the Subdivision, and all structures and improvements relating thereto.

**Section 13. Electronic Transmission or Electronically Transmitted.** “Electronic Transmission” or “electronically transmitted” means any form of communication that meets all of the following requirements:

- 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; and
- C. It may be directly reproduced in paper form by the recipient through an automated process.

Electronically transmitted communication shall be considered written communication.

**Section 14. Entrance Way, Landscaping, and Perimeter Improvements.** “Entrance Way, Landscaping and Perimeter Improvements” means any entrance way monuments, signs, landscaping, and related improvements, as well as 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 roads.

**Section 15. Good Standing.** An 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 16. Governing Documents.** The Association’s “Governing Documents” mean and include this Amended and Restated Declaration, the Association’s 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 17. Improvement.** “Improvement” means to every building of any kind, garage, shed, gazebo, fence, wall or gate, pool, tennis court, or other structure or recreational facility which may be erected or placed on any Lot, including, without limitation, any driveway, parking area, landscaping, planted material, sign, statue, exterior ornament, drainage system, and utility connection thereon or therein.

**Section 18. Irrigation Improvements.** “Irrigation Improvements” mean any irrigation systems and related facilities, including meters and back flow protectors, located in the Common Areas.

**Section 19. Lot.** “Lot” means any numbered parcel of land shown as such on the recorded Plat of the Subdivision, and used for the construction and occupancy thereon of a detached single-family residential Dwelling and related improvements, in accordance herewith, and such reference may include such Dwelling and related improvements, as the context may require.

**Section 20. Member.** “Member” means a member of Pheasant View Association, Inc. 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 21. Mortgagee.** “Mortgagee” means the named mortgagee or owner of any mortgage on all or any portion of the Subdivision or any Lot.

**Section 22. Non-Owner Occupant or Occupant.** “Non-Owner Occupant” or “Occupant” means any person or entity which holds a possessory right or interest, or otherwise resides in or occupies a Dwelling on any Lot for any period of time, and by any means whatsoever, whether by Lease or occupancy agreement, or whether rent or any other consideration is paid to the Owner, who is not an Owner of the Lot. Any relationship between the Non-Owner Occupant and the Owner (by blood, marriage, or otherwise) is irrelevant. Unless otherwise specifically provided in the Governing Documents, the term, “Non-Owner Occupant” is inclusive of the terms “Tenant” and “Renter.”

**Section 23. Owner or Lot Owner.** “Owner” or “Lot 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 any Lot in the Subdivision, regardless of whether the Lot is owned by one or more persons or entities. Both land contract vendees and land contract 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 acquires fee simple title to such Lot by foreclosure or other proceeding or conveyance in lieu of foreclosure. Where more than one Person has an interest in the fee simple title to any Lot, the interests of all Persons collectively shall be that of a single Owner for purposes of voting on all matters involving the Association (on a one vote per Lot basis), subject to the terms and provisions of the Declaration.

**Section 24. Permittee.** “Permittee” means the visitors, invitees, and guests of each Owner and Occupant, together with police and fire department, school district, and other local governmental employees, and United States Postal Services personnel, tradesmen, suppliers, and contractors performing services within the Subdivision, or making deliveries to any Lot, and other

Persons entitled to use the Roadways under the terms and provisions of the Reciprocal Roadway Easement, together, in each instance, with the vehicle(s) and equipment of each such Person,.

**Section 25. Person.** “Person” means any corporation, partnership, trust, association, or natural person, or combination thereof, as the context may require.

**Section 26. Pheasant Run Road Maintenance Association or PRRMA.** “Pheasant Run Road Maintenance Association” or “PRRMA” means Pheasant Run Road Maintenance Association, Inc., a Michigan nonprofit corporation. The Association, along with the Township of Canton, Fairways at Pheasant Run Association, Inc., and Fairway Pines at Pheasant Run Subdivision Association, are constituent members of PRRMA. PRRMA was organized in accordance with the terms and provisions of, to serve as, and to exercise the powers and authority granted and/or delegated to, the Roadway Manager, under that certain Declaration of Reciprocal Roadway Easement dated March 8, 1993, and recorded March 9, 1993, in Liber 26390, Pages 818 et seq., Wayne County Records, as amended. The Declaration of Reciprocal Roadway Easement directly affects the entire roadway within the Subdivision, Fairways at Pheasant Run Subdivision, Fairway Pines at Pheasant Run Subdivision No. 1, Fairway Pines at Pheasant Run Subdivision No. 2, as well as Summit Parkway and Glengarry Boulevard.

**Section 27. 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 Act.

**Section 28. Property.** “Property” means that real property described on Exhibit “A” attached hereto and previously made a part hereof.

**Section 29. Reciprocal Easement.** “Reciprocal Easement” means the Declaration of Reciprocal Roadway Easement regarding the Subdivision, dated March 8, 1993, and recorded on March 9, 1993, in Liber 26390, Pages 818 to 870, Wayne County Records, as the same may be hereafter amended.

**Section 30. 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 Michigan Nonprofit Corporation 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 31. Roadway.** “Roadway” means any one or more, or all, of the improvements now or hereafter installed or located within any Roadway Area, including, without limitation (a) the Wearing Surface; (b) the Landscaped Areas; (c) the Entrance Monuments, (d) the Lighting Facilities; (e) the Signs; (f) the Golf Cart Crossings; (g) the Common Utility Systems; and (h) replacements of any of the foregoing, or of parts thereof, as the context may require.



**Section 32. Roadway Area.** “Roadway Area” means each named easement area occupied by a Roadway, as more particularly depicted on the recorded Plat of the Subdivision and as more particularly described in the Reciprocal Roadway Easement.

**Section 33. Storm Drainage Facilities.** “Storm Drainage Facilities” means certain storm water collection and outlet facilities, serving the Subdivision, located upon certain property adjacent to the Subdivision, owned by Canton Township, and described in the Storm Drainage Facilities Agreement, including (a) certain storm water detention basins (the “Detention Basins”) and (b) certain storm sewer lines.

**Section 34. Storm Drainage Facilities Agreement.** “Storm Drainage Facilities Agreement” means the Agreement for Maintenance of Storm Drainage Facilities between Declarant and Canton Township, pursuant to which the Township has agreed (a) to execute an appropriate Maintenance Jurisdiction Permit, between the Township and Wayne County, pertaining to the Storm Drainage Facilities, and (b) to grant easements to Declarant pertaining to the Storm Drainage Facilities, and the Association has agreed to be solely responsible for (1) the perpetual operation, maintenance, improvement, repair, and replacement of the Storm Drainage Facilities, and (2) the payment of all costs and expenses in connection therewith.

**Section 35. Subdivision.** “Subdivision” means the single-family residential subdivision known as Pheasant View Subdivision, pursuant to the Plat recorded thereof.

**Section 36. Tenant.** “Tenant” means any Non-Owner Occupant that holds a possessory right or interest, or otherwise resides in or occupies a Dwelling on any Lot for any period of time, and by any means whatsoever, whether by Lease or occupancy agreement, or whether rent or any other consideration is paid to the Owner, who is not an Owner of the Lot. The terms “Tenant” and “Renter” shall be synonymous and may be used interchangeably throughout the Governing Documents.

**Section 37. Township or Canton Township.** “Township” or “Canton Township” means the Charter Township of Canton, Wayne County, Michigan, a Michigan municipal corporation.

**Section 38. 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.

**Section 39. Wayne County.** “Wayne County” means the Wayne County Department of Public Services, unless the context shall otherwise require.

**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 Amended and Restated 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 Areas which shall pass with the title to every Lot, subject to the following provisions:

A. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

B. The right of the Association to suspend the voting rights and right to use the recreational facilities by an Owner for any period during which any Assessment against their Lot remains unpaid and while any violation of the Governing Documents remains uncorrected;

C. The right of the Association to dedicate or transfer all or any part of the Common Areas 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 sixty-six and 67/100 (66.67%) percent 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 Canton Township 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 Amended and Restated Declaration, their right of enjoyment in and to the Common Areas and Roadways to the members of their family, Tenants, Non-Owner Occupants, or purchasers who reside on the Property.

### **ARTICLE III PROPERTY RIGHTS IN THE COMMON AREAS AND ROADWAYS**

**Section 1. Owners’ Easements of Enjoyment.** Subject to the provisions of Section 3 below, and the provisions of the Reciprocal Roadway Easement, every Owner shall have a right and easement of enjoyment in and to the Common Areas and the Roadways, and such easements shall be appurtenant to and shall pass with the title to any Lot, whether specifically set forth in the deed or other conveyance to such Lot.

**Section 2. Title to Common Areas and Roadways.** Declarant conveyed the Common Areas and Roadways to the Association, free and clear of all liens and encumbrances.

**Section 3. Limitations of Easements.** The rights and easements of enjoyment of the Owner in and to the Common Areas and Roadways are, and shall be, subject to the following:

A. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Element;

B. The right of the Association to suspend the voting and enjoyment rights of any Owner for any period during which any Assessment against such Owner's Lot remains delinquent and unpaid and while any violation of the Governing Documents remains uncorrected;

C. The right of the Association to grant easements affecting the Common Areas or Roadways, to government agencies and others, for utilities of any kind serving the Subdivision, or any part thereof;

D. The right of the Association to dedicate or transfer all or part of the Common Area or Roadways, to any public agency or authority for such purposes, and subject to such conditions as may have been agreed upon by the Owners; provided that no such dedication or transfer, or determination as to the condition thereof, shall be effective unless an instrument signed by sixty-six and 67/100 (66.67%) percent of the Owners shall have been recorded, agreeing to such dedication or transfer, and as to the conditions thereof; 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, acting by and through its Board of Trustees, shall have first been obtained; and

E. The right of the Association to levy Assessments upon the Lots, as set forth in Article IX.

**Section 4. Delegation of Use.** Any Owner may delegate, in accordance with this Amended and Restated Declaration, their right of enjoyment in and to the Common Areas and Roadways to the members of their family, Tenants, Non-Owner Occupants, and Permittees.

**Section 5. Additional Easements.** The Association reserves the right to grant additional easements affecting the Common Areas or Roadways, to government agencies, and others, for utilities of any kind serving the Subdivision or any part thereof, without the consent of any Owners.

**Section 6. Uniform Application.** This Amended and Restated Declaration and the Reciprocal Roadway Easement apply uniformly to each Lot. Every Person who or which is the Owner of a Lot shall be a Member of the Association. Membership in the Association by each Owner is a mandatory condition of Lot ownership, and is appurtenant to, and may not be separate from, ownership of any Lot. Each Owner has equal rights in the Common Areas and Roadways.

#### **ARTICLE IV** **HOMEOWNERS ASSOCIATION**

**Section 1. Creation.** The Subdivision is and shall be managed by Pheasant View Association, Inc., a Michigan nonprofit corporation created in accordance with the Act. The

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

**Section 2. Purpose.** The Association has been organized for the purpose of acquiring title to, owning, operating, and maintaining the Common Areas, Roadways, and Storm Drainage Facilities 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. The Common Areas and Roadways are an integral part of, and the Storm Drainage Facilities serve and benefit the Subdivision. The Subdivision, Common Areas, Roadways, and Storm Drainage Facilities are governed by this Amended and Restated Declaration, which shall be binding upon and shall inure to the benefit of, each Lot, each Owner, the Association, and the successors and assigns of each Owner and the Association. The Roadways are, in addition, the subject of a Reciprocal Easement, which is binding upon, and shall inure to the benefit of, each Lot, each Owner, the Association, and the successors and assigns of each Owner and the Association. The Storm Drainage Facilities are, in addition, the subject of a Storm Drainage Facilities Agreement, which is binding upon, and shall inure to the benefit of, each Lot, each Owner, the Association, and the successors and assigns of each Owner and the Association.

In accordance with the Declaration, the Reciprocal Easement, and the Storm Drainage Facilities Agreement, the Association will levy and collect annual assessments upon each Lot (the “Annual Assessments”, pursuant to an annual budget (the “Budget”) adopted by the Board of Directors for the purpose of (1) operating, maintaining, improving, repairing, and replacing the Common Areas, Roadways, and Storm Drainage Facilities (either directly, or through a management agent or maintenance contractors engaged by the Association, or through an association in which the Association is a constituent member), and (2) performing the other functions and duties assigned and/or delegated to the Association under, and in accordance with, the terms and provisions of the Declaration, Reciprocal Easement, and Storm Drainage Facilities Agreement. Each Budget adopted by the Board shall include an adequate allowance for the maintenance of the Common Areas, Roadways, and Storm Drainage Facilities. The Board is also empowered to levy special assessments upon each Lot (the “Special Assessments”) as and when required for the maintenance of the Common Areas, Roadways, and Storm Drainage Facilities. This Amended and Restated Declaration applies uniformly to each Lot. Each Lot shall bear (and be assessed) an equal share of each Annual Assessment and Special Assessment. Each Owner will be personally liable for each Annual Assessment and Special Assessment upon such Owner’s Lot.

**Section 3. Functions.** The principal functions of the Association are (i) the enforcement of the terms and provisions of this Amended and Restated Declaration, the Reciprocal Roadway Easement and the Storm Drainage Facilities Agreement; (ii) the collection and disbursement of the Assessments; (iii) the establishment of reasonable rules and regulations for the use of the Common Areas, Roadways, and Storm Drainage Facilities; (iv) the maintenance of the Common Areas, Roadways, and Storm Drainage Facilities; and (v) the promotion of the interests of the Owners.

As used in this Amended and Restated Declaration and the Articles of Incorporation of the Association, the term “maintenance of the Common Areas, Roadways, and Storm Drainage Facilities” shall be deemed to include, without limitation, the following:

A. The operation and maintenance of the Common Areas, including, without limitation, the landscaping, irrigation systems and established grades within the Common Areas, including, without limitation (1) the cutting of grass, weeds, and other growing material; (2) the removal of trash, paper, and debris; and (3) the control of undesirable insects and animals;

B. As delegated to the Association by PRRMA, the operation and maintenance of the Roadways, including, without limitation, the Wearing Surfaces, Landscaped Areas, Entrance Monuments, Lighting Facilities, Signs and Golf Cart Crossings, including, without limitation (1) the cutting of grass, weeds, and other growing material; (2) the periodic removal of snow; and (3) the removal of trash, paper, and debris;

C. The maintenance, repair, and replacement of the mailboxes and newspaper boxes, including posts, within the Subdivision, with the exception of the mailboxes and newspaper boxes, including posts, for the following Lots:

- Lot 34 – 45901 Windridge Lane
- Lot 87 – 2068 Crowndale Lane
- Lot 122 – 1507 Crowndale Lane

Owners of the above-mentioned three (3) Lots shall maintain, repair, and replace their existing mailboxes and newspaper boxes, including posts, subject to the standard design and construction specifications determined by the Board of Directors and as indicated in the Rules and Regulations;

D. The operation and maintenance of the Storm Drainage Facilities, including, without limitation, (1) the maintenance, repair, and replacement of any storm sewer line and related equipment, comprising part of the Storm Drainage Facilities; (2) the maintenance, repair, and replacement of any pipe, drain, valve, grate, or opening in any Detention Basin, and all pipes and lines loading into or out of any Detention Basin; and (3) the maintenance of the landscaping and slopes in and around any Detention Basin;

E. The improvement of the landscaping within the Common Areas, including, without limitation, the installation of sod, and the planting of trees, flowers, shrubs, and other materials;

F. The installation of additional facilities and improvements within the Common Areas;

G. As delegated to the Association by PRRMA, the installation of additional facilities and improvements within the Roadways;

H. The payment of all real estate taxes, special assessments, and other charges upon the Common Areas and Roadways imposed or levied by any appropriate governmental authority;

I. The payment of insurance expenses in regard to the Common Areas, Storm Drainage Facilities, Roadways, and the Association; and

J. Each and every other act necessary to protect and preserve the Common Areas, Roadways, and Storm Drainage Facilities for their intended purposes.

**Section 4. Membership and Transfer of Assets.** Every Owner of a Lot in the Subdivision shall be a mandatory Member of the Association. Membership in the Association 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 vendee enters into a land contract to purchase said Lot. Both land contract vendees and land contract vendors shall be considered Owners, and shall be jointly and severally liable for all obligations and responsibilities of Owners under the Governing Documents. Notwithstanding the foregoing, the termination of any Person’s interest in any Lot, and the consequent termination of such Person’s membership in the Association shall not be deemed to relieve such Person from the debt or obligation attributable to such Lot which accrued or arose during the period in which such Person was an Owner of a Lot.

The share of any Owner in the assets of the Association cannot be separately assigned, pledged, or transferred in any manner, except automatically to a subsequent Owner of such Owner’s Lot. No Owner shall have the right to the distribution or return of any assets of the Association, except with respect to any overpayment by such Owner of any Annual Assessment or Special Assessment levied by the Association.

**Section 5. Articles and Bylaws.** The Association shall be organized, governed, and operated in accordance with its Articles of Incorporation and this Amended and Restated Declaration, as amended. The provisions of the Articles shall be consistent with the provisions and purposes of this Amended and Restated Declaration. This Amended and Restated Declaration shall also constitute the “Bylaws” for the Association.

**Section 6. Directors.** The right to manage the affairs of the Association shall be exclusively vested in the Association’s Board of Directors. The eligibility requirements, election of, voting rights, powers, duties, and other relevant provisions regarding Directors and the operations of the Board are set forth in Article VII of this Amended and Restated Declaration.

**Section 7. 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 V**  
**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) vote on each matter submitted to a vote of the Members for each Lot owned by the Member. 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.

If a Lot is owned by more than one person or entity, the vote for such Lot shall be cast by the Owner designated as the voting representative for such Lot in the notice described in Section 3 of this Article V below, or by a proxy given by such individual representative (the Lot's "Designated Voting Representative").

**Section 2. Eligibility to Vote.** Upon receiving a request from the Board of Directors, 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.

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 VII, Section 2 of this Amended and Restated 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 below.

Land contract vendees shall be recognized as having the right to vote any Lot subject to the land contract, unless the land contract 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.

An Owner must be in Good Standing as of the record date for such vote to be eligible to vote.

**Section 3. Designation of Voting Representative.** The Owners of a Lot shall 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 Owners. The individual identified as the Designated Voting Representative under this Section must be one of the Owners of the Lot that is the subject of the written notice. 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.

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 (2) persons or entities, then each Lot Owner must sign the notice. If a Lot is owned by more than two (2) Owners, then the signatures of a majority of the Owners of the Lot are required to designate the individual representative under this Section 3. 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.

Upon request by the Board of Directors or the Association’s managing agent, an Owner shall provide a notice stating the name, Lot address, mailing address (if different from the Lot address), email address, and telephone number of the Designated Voting Representative of the Owner’s Lot (if any), as well as the name, mailing address, email address, and telephone number of each Owner 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 the Lot Owner or by the Lot’s Designated Voting Representative who is not present at the meeting in person or by proxy. 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 Association meeting. 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.

An invalid ballot, abstention, or ballot marked “abstain” with respect to any action does not constitute a vote cast on that action. A Lot Owner 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 an Owner in Good Standing may vote a proxy for another Owner. A proxy shall not extend beyond a period of eleven (11) months. Every proxy shall automatically cease upon the sale of the Owner’s Lot which granted the proxy.

Proxies 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 Association meeting. 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.

**Section 5. Majority.** A majority, except where otherwise provided herein, shall consist of those Owners who represent more than fifty percent (50%) of the Lots in the Subdivision in Good Standing, and are present in person, by proxy, or by written absentee ballot at a given meeting of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth.

**Section 6. Approval of Actions by Written Ballot without a Meeting.** Any action



which could be authorized at an Annual or Special Meeting of the Members, other than the election, 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 Association must receive a ballot in order to be counted as a vote of the Member. The time specified shall be not less than twenty (20) or more than ninety (90) days after the date the Association provides the ballot to the Members.

An action is considered approved by written ballot without a meeting 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 VI**

### **MEMBERSHIP MEETINGS**

**Section 1. Location.** 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.

**Section 2. 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 the Nonprofit Corporation Act (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 3. Procedure.** 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 Amended and Restated Declaration, any duly adopted rules or regulations of the Association, and the laws of the State of Michigan. Meetings of Members shall be chaired by the most senior Officer of the Association present at such meeting. For purposes of this Section 3, the order of seniority of Officers shall be President, Vice President, Secretary, and Treasurer. Voting shall be as provided in Article V above.

**Section 4. Annual Meetings; Agenda.** Annual Meetings of the Association shall be held on a date and time selected by the Board of Directors, not greater than sixty (60) days prior to the commencement of the next fiscal year. An Annual Meeting shall occur once each fiscal year.

At such Annual Meeting, there shall be elected by ballot of the Members a Board of

Directors in accordance with the requirements of Article VII, Section 3 below. The Members may also transact other business of the Association as may properly come before them at the Annual Meetings.

The order of business at the Annual Meeting of Members 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;
- E. Reports of Officers;
- F. Reports of committees;
- G. Appointment of inspectors of election;
- H. Election of Directors;
- I. Unfinished business; and
- J. New business.

**Section 5. Special Meetings.** The President may call a Special Meeting of the Association. In addition, it shall be the duty of the President to call a Special Meeting of the Association if directed by resolution of a majority of the Board of Directors, or upon the written request of twenty-five (25) or more Lot Owners in the Subdivision.

In the event the President fails or refuses, for any reason, to call a Special Meeting as required within seven (7) days of the request, or fails, for any reason, to convene such Special Meeting within sixty (60) days of the request, then any Owner who requested such Special Meeting shall be entitled to call and convene the same by providing notice of such meeting to all Members pursuant to Section 6 below. This provision shall in no way be construed to validate any action allegedly taken at such Special Meeting if the action was beyond the authority of the persons purporting to take such action.

**Section 6. 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 upon each Owner of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The notice shall state the date, time, and place or electronic URL address of where the meeting is to be held, as well as purpose of such meeting.

The meeting notice shall be mailed, postage prepaid, to the Designated Voting Representative of each Owner at the address shown in the notice filed with the Association by Article V, Section 3 of this Amended and Restated Declaration. If the Lot Owners have not filed such a notice of Designated Voting Representative with the Association, then the Association's mailing of a meeting notice to any Owner at the Lot address in the Subdivision shall be deemed notice served.

Each Owner shall be deemed to have consented to receiving notices via electronic transmission (including, but not limited to, email or text) if they provide the Association with their

email address or text number, or otherwise authorize receipt of notice via another means of electronic transmission.

**Section 7. 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 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 8. Quorum.** Except for any provisions in this Amended and Restated Declaration which might require a greater quorum for meetings on certain matters, the presence in person or by proxy or written ballot of the Owners representing twenty (20%) 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 of Directors, in its discretion, may permit an Owner who is attending a meeting by means of remote communication to count towards quorum for that meeting.

**Section 9. 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 date, 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 Amended and Restated Declaration and the Act. At any such rescheduled meeting, the quorum requirement shall be reduced to ten (10%) percent of the Lots in the Subdivision entitled to vote, except for voting on questions specifically provided herein to require a greater quorum.

If an Annual Meeting is adjourned for lack of quorum, the Directors who were serving on the Board prior to the date of the Annual 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 Amended and Restated Declaration.

**Section 10. Consent of Absentees.** The transactions at an Annual or Special Meeting of Members, 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, 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, sign 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 Association records or made a part of the minutes of the meeting.

**Section 11. 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. The minutes taken at each meeting of the Members 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.

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 Board of Directors shall distribute or make available through electronic transmission, as defined in Article I, Section 13 of this Amended and Restated Declaration, the minutes of the previous year's Annual Meeting minutes to the Members at least sixty (60) days prior to the date of the current year's Annual Meeting.

**Section 12. Electronic Transmission of Meeting Documents and Communications.** Documents and communications related to membership meetings, including, but not limited to, a notice of meeting, waiver of notice of meeting, proxy, written consent, and written ballot, may be delivered by electronic transmission, as defined in Article I, Section 13 of this Amended and Restated Declaration. When a document or communication is transmitted electronically, such document or communication is deemed to be delivered when it is electronically transmitted to the person entitled to receive the document or communication in a manner authorized by the person. An Owner will be deemed to have consented to the use of email upon providing the Association with a valid email address or to the use of texting upon providing the Association with a valid text number.

**Section 13. 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, if any, to the extent such delegation is permitted by law and this Amended and Restated Declaration.

## **ARTICLE VII**

### **BOARD OF DIRECTORS**

**Section 1. Nominations.** Nominations for election to the Board of Directors shall be made prior to or at the relevant Annual Meeting by Owners in Good Standing.

**Section 2. Eligibility.** In accordance with this Amended and Restated Declaration and the Act, as now or hereafter amended, the Association shall be governed by a Board of Directors, each of whom must be a Member of the Association. No candidate for election or appointment to the Board 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 Article I Section 15.

Only one Owner/Member per Lot shall be eligible as a candidate, notwithstanding the fact that the Lot is jointly owned by two (2) or more Persons and or entities. If a Member is a corporation, then only a shareholder or a director thereof shall be qualified and eligible to serve as a Director. If a Member is a partnership, then only a partner thereof 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 thereof shall be qualified and eligible to serve as a Director. If a Member is a Trust, then only a present trust beneficiary thereof shall be qualified and eligible to serve as a Director. Any Member landlord who is not a corporation, partnership, limited liability company, nor a trust shall be qualified and eligible to serve as a Director only in their individual capacity, and the Tenant or agent of such landlord shall not be qualified or eligible to serve as a Director.

**Section 3. Voting for Directors.** Voting for the election of Directors at the Annual Meeting may be conducted in person, 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.

**Section 4. Size and Term of Office.** The Board of Directors shall be composed of five (5) 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 8 of this Article VII. Directors are elected by a plurality of the votes cast at the Annual Meeting in person, by proxy, or by written absentee ballot. A Director takes office immediately upon their election at the Annual Meeting.

The term of office for each Director shall be two (2) years. Directors shall serve until their successors are elected and take office at the next Annual Meeting. Directors shall serve without compensation, but may be reimbursed for reasonable out-of-pocket expenses.

**Section 5. 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 perform all acts not prohibited by the Governing Documents or required 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 6. 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 operate, maintain, repair, replace, and improve the Common Areas and Storm Drainage Facilities of the Subdivision in accordance with the Governing Documents, to the end that the Common Areas and Storm Drainage Facilities are, at all time, kept and maintained in good condition;

B. To levy and collect Annual Assessments and Special Assessments against and from the Members of the Association in accordance with the Governing Documents, and to use the proceeds thereof for the purposes of the Association;

C. To procure and maintain liability insurance with respect to the Common Areas, in such amounts as the Board of Directors determines to be appropriate, but in no event less than One Million (\$1,000,000.00) Dollars per occurrence, and to procure and maintain adequate liability and hazard insurance on all other property owned by the Association, or with regard to other Association matters;

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

E. To supervise all Officers, agents, and employees of the Association to see that their duties are properly performed;

F. 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 in Good Standing;

G. 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;

H. To adopt and publish reasonable and non-discriminatory rules and regulations governing the use of the Common Areas and Roadways, 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 Amended and Restated Declaration;

I. 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;

J. To enforce the provisions of the Governing Documents;

K. To open and maintain accounts with financial institutions or entities;

L. To prepare and adopt annual budgets for the Association and such other financial plans for Association funds sufficient to permit the Association to properly discharge its responsibilities and prerogatives in regard to the Common Areas and Storm Drainage Facilities, including, without limitation, the maintenance, repair, remediation, replacement and reconstruction of the Common Areas and Storm Drainage Facilities (as that term is defined in the Declaration and Articles), or in furtherance of administration of the affairs of the Association;

M. To disburse the funds of the Association in payment of the costs and expenses in connection with the maintenance of the Common Areas and Storm Drainage Facilities, and for the other purposes permitted hereunder;

N. To remit payment for property taxes or other liens assessed or attached to any Lot and the Common Areas and Storm Drainage Facilities, where necessary to preserve the Association's interest in the Lot and the Common Areas;

O. 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;

P. 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 Storm Drainage Facilities, and administration or operation of the Subdivision and in the name of the Association;

Q. 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;

R. To suspend the voting rights of, and limit the use of the Common Areas by any Owner during any period in which such Owner is in default in the payment of any Assessment levied by the Association for more than 30 days; 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;

S. To cause the Association to keep a complete record of all its acts and corporate affairs, and to present a statement thereof to the Owners at least annually, at the Annual Meeting of the Members, or at any Special Meeting when such statement is requested in writing by at least twenty-five (25%) percent of the Lots in the Subdivision entitled to vote; and

T. To exercise for the Association all powers, duties, and authority vested in, or delegated to, the Association under and pursuant to the Articles, the Declaration, and the Act.

**Section 7. 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. The Board may also 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 or the Owners. 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 8. 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 (i.e. death, resignation, termination of ownership interest in Lot) shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person appointed 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 Amended and Restated 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 or they may leave the Director's seat vacant until the next Annual Meeting, at which point the seat shall be filled 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 year of the term of the Director who resigned or who was deemed to have resigned. For purposes of this paragraph, the "person elected to fill the vacancy" shall be the person who won the election to the Board at the Annual Meeting with the least number of votes.

**Section 9. Removal or Recall of Directors.** At any Annual or Special Meeting of the Association duly called, any one or more of the Directors may be removed or recalled with or without cause by the affirmative vote of more than fifty (50%) percent of the Owners in Good Standing at such meeting, and a successor may then and there be elected to fill any vacancy thus created. Any Director whose removal or recall has been proposed by the Owners shall be given an opportunity to be heard at the meeting before the removal or recall vote is conducted at the meeting.

The quorum requirement for the purpose of filling a vacancy created by removal or recall of a Director shall be the normal twenty (20%) percent requirement set forth in Article VI Section 8. All Owners in Good Standing who are present at the meeting in person, by proxy, or by absentee ballot shall be counted towards quorum for that meeting. The Board, in its discretion, may permit an Owner who is attending the meeting by means of remote communication to count towards quorum for that meeting.



Voting for the removal or recall of a Director shall only be conducted at an Association meeting in person or by proxy.

**Section 10. Meetings of the Board of Directors.**

**A. First Meeting of a New 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 personally or by mail, fax, telephone, email, or text at least ten (10) days prior to the date named for such meeting.

The purpose of this meeting shall be the election or appointment 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).

**B. Regular 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. At least four (4) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director personally or by mail, fax, telephone, email, or text at least ten (10) days prior to the date named for such meeting.

**C. Special 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 or by mail, fax, telephone, email, or text. The notice shall state the time, place, and purpose of the meeting.

Special meetings of the Board shall also be called by the President or Secretary in like manner and on like notice on the written request of one Director. In the event the President or Secretary shall fail or refuse, for any reason, to call a special meeting as required hereby within seven (7) days' notice of a request therefore, or shall fail for any reason to convene such a meeting within twenty-one (21) days of a request therefore, then the Director who requested such meeting shall be entitled to call and convene the same by providing notice of such meeting to all other Directors in accordance with this Amended and Restated Declaration. The written request shall state the date, location, and time of the special meeting desired by a Director who is requesting the meeting. In the event of a disagreement among Directors 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).

**D. Meetings Via Remote Communication.** Directors may participate in Board of Directors 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.

**E. 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 the action or decision of all of the Directors shall be added to the minutes at the next Board meeting.

**F. 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.

**G. Quorum and Voting.** 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. A Director will be considered present and may vote on matters before the Board if present in person or by participation in such meeting by remote means, or by any other method of giving the remainder of the Board sufficient notice of the absent Director's vote and position on any given matter; provided, however, that any vote not in writing is confirmed in writing not later than the next meeting of the Board.

If, at any meeting of the Board, 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.

**H. Executive Sessions.** The Board of Directors, in its discretion, may close a portion or all of any meeting of the Board to the Owners or may permit Owners to attend a portion or all of any meeting of the Board. Any Owner shall have the right to inspect, and make copies of, the minutes of the meetings of the Board; provided, however, that no Owner shall be entitled to review or copy any minutes which reference privileged communications between the Board and legal 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.

**I. Meeting Minutes.** Minutes shall be taken at each meeting of the Board of Directors. Such minutes shall identify all persons present during the meeting and the time present (if not present for the entire meeting); record an explanation of the subject of each matter discussed; and 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 10(H) of this Article VII and Article XII, Sections 6 and 7 of this Amended and Restated Declaration.

**J. Electronic Transmission of Meeting Documents and Communications.** Documents and communications related to Board of Directors meetings, including, but not limited to, a notice of meeting, waiver of notice of meeting, written consent, written vote, and minutes, may be delivered by electronic transmission, as defined in Article I, Section 13. When a document or communication is transmitted electronically, such document or communication is deemed to be delivered when it is electronically transmitted to the Director entitled to receive the document or communication in a manner authorized by the Director. A Director will be deemed to have consented to the use of email upon providing the Association with a valid email address.

**Section 11. 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 12. 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, they shall recuse themselves from any vote taken by the Board to ratify or approve the contractual dealings.

**Section 13. 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 Occupants of the Subdivision.

**ARTICLE VIII**  
**OFFICERS**

**Section 1. Designation.** The Officers of the Association shall consist of a President, Vice President, Secretary, Treasurer, and Roadway Manager, all of whom shall be members of the Board of Directors and Members of the Association. The Board may, from time to time, by resolution create other Office positions. Such Officers shall hold office for such period, have such authority, and perform such duties, as the Board shall determine. Any two (2) offices except that of President and Vice President may be held by one 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 they may, in their discretion, deem appropriate to assist in the conduct of the affairs of the Association. The President shall sign all leases, mortgages, deeds, and other written instruments; and shall co-sign all checks and promissory notes.

**B. Vice President.** The Vice President shall take the place of the President and perform their 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 them by the Board.

**C. Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and the minutes of all meetings of the Members of the Association. The Secretary shall have charge of such books, contracts, records, financial statements, and papers as the Board may direct; and they 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/or the Association, as appropriate. The Secretary shall keep appropriate current records showing the Members of the Association, together with their addresses. They shall serve notice of meetings of the Board and of the Members. The Secretary shall perform such other duties as may be required by the Board.

**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. Funds shall be disbursed as directed by resolution of the Board of Directors; provided, however, that a resolution of the Board shall not be necessary for any disbursement made in the ordinary course of business within the limits of the budget then in effect. The Treasurer 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. 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 cause an annual audit of the Association's books to be made by an accountant at the completion of any fiscal year of the Association, if requested to do so by the Board or any ten (10) Members of the Association. The Treasurer shall prepare an annual financial statement regarding the Association, and deliver a copy thereof to each Member of the Association. Such delivery may be made through Electronic Transmission, as defined in Article I, Section 13 above.

To the extent permitted by law and this Amended and Restated 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 VII, Section 7 of this Amended and Restated Declaration.

**E. Roadway Manager.** The Roadway Manager shall provide primary oversight to the Association regarding the operation, maintenance, repair, or improvement within Roadway right-of-way and Common Areas, as performed by PRRMA. The Roadway Manager shall be responsible for communication between the Association and PRRMA, contractors, and employees hired by the Association or PRRMA. The Roadway Manager shall be a member of the Board of Directors for PRRMA. The Roadway Manager shall represent the Association at all PRRMA meetings and conversely represent PRRMA at all Association meetings. The Roadway Manager shall submit quotes to the Board of Directors for consideration regarding work within the Association's Roadway right-of-way; Common Areas; mailboxes, newspaper boxes; and other property. The Roadway Manager shall have such other such duties, powers, and responsibilities as may be authorized by the Board from time to time.

**Section 2. Election or Appointment of Officers.** The election or appointment of the Officers shall take place at the first meeting of the new Board of Directors. Officers shall hold office at the pleasure of the Board.

**Section 3. Term of Office.** The Officers of the Association shall be elected or appointed annually by the Board of Directors, and each shall hold office for one (1) year unless such Officer shall sooner resign, die, be removed, or be otherwise disqualified to serve.

**Section 4. Removal or Resignation of Officers.** Upon affirmative vote of a majority of the members of the Board of Directors, any Officer may be removed from their office with or without cause. A successor may be elected or appointed at any regular meeting of the Board, 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 may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

An Officer who is removed or has resigned from their Office shall remain on the Board as a Director at large, unless otherwise removed from the Board by the Members of the Association under Article VII, Section 9 of this Amended and Restated Declaration.

**Section 5. Office Vacancies.** A vacancy of any office may be filled by appointment by the Board of Directors. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer they replaced.

**Section 6. 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 IX COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1. Personal Obligation of Assessments and Creation of Lien.** Each Owner of a Lot, by acceptance of a deed, land contract, or other conveyance thereto, whether it shall be so expressed in such deed, land contract, or other conveyance, is deemed to covenant and agree to pay to the Association, Annual Assessments and Special Assessments (the “Assessments”), and other charges, established and to be collected as hereinafter provided. Such Assessments, together with interest thereon, administrative fees, and the costs of collection thereof, including reasonable attorney’s fees, shall be a charge and continuing lien on the Lot against which each Assessment is made.

Each Assessment, together with interest thereon, administrative fees, and the costs of collection thereof, including reasonable attorneys’ fees, shall constitute a joint and several personal obligations of the Owner or Owners of the Lot on the date the Assessment was established. The personal obligation of any Owner for any delinquent Assessment shall not pass to any successor in title of such Owner unless expressly assumed by such successor. Subject to the provisions of Section 9 of this Article IX, sale or transfer of any Lot shall not affect the lien for any unpaid Assessments regarding such Lot.

**Section 2. Uniform Rate of Assessments.** Assessments levied by the Board of Directors shall be set at a uniform rate for each lot. The Assessments may be collected on an annual basis, or in such installments as the Board shall deem appropriate.

**Section 3. Annual Assessments.** 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.

**A. Notice of Annual Assessment Amount.** Within thirty (30) days following the beginning of each fiscal year of the Association, the Board shall send a written notice of Assessment to each Owner stating the amount of the Annual Assessment established by the Board for the ensuing year. Failure by the Association to send written notice to any Owner shall not permit such Owner to avoid payment of such Assessment, provided that the notice of Assessment

is eventually sent to the Owner. Such written notice may be delivered by electronic transmission, as defined in Article I, Section 13, to the person entitled to receive the notice pursuant to Article V, Section 3, in a manner authorized by the person. An Owner will be deemed to have consented to the use of email upon providing the Association with a valid email address.

**B. Increases in Annual Assessment Amount.** If the Board of Directors approves an increase in the Annual Assessment amount, it shall provide at least thirty (30) days prior written notice to the Owners before the due date of the increased Annual Assessment amount. The Annual Assessment may not be increased more than ten (10%) percent above the Annual Assessment amount for the prior year without the approval of at least sixty-six and 67/100 (66.67%) percent of the Lots in the Subdivision with Owners in Good Standing. Such approval may be cast in person, or by proxy, at a meeting duly called for that purpose, pursuant to Section 5 of this Article IX.

**Section 4. Special Assessments.** In addition to the Annual Assessments, the Association may levy against each Owner, in any Assessment year, a Special Assessment, applicable to that year only, if the Board of Directors determines at any time and in its sole discretion that the Annual Assessment is or may prove to be insufficient:

- A. To pay the costs, expenses, and obligations of operation and management of the Association, the Subdivision, the Common Areas, and Storm Drainage Facilities;
- B. To provide for the maintenance, repair, or replacement of the Common Areas; or
- C. In the event of emergencies.

The Board shall obtain the affirmative vote of sixty-six and 67/100 (66.67%) percent of the Lots in the Subdivision with Owners in Good Standing. Such approval may be cast in person, by proxy, or by written ballot at a meeting of the Owners duly called for that purpose, pursuant to Section 5 of this Article IX.

However, anything hereinabove or elsewhere herein to the contrary notwithstanding, in any instance where the Township of Canton 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.

**Section 5. Meetings for an Increase in Annual Assessment Amount or Special Assessment.** A meeting shall be called and conducted for the Board of Directors to review and discuss a proposed increase in Annual Assessment amount or Special Assessment with the Owners.

A. **Notice.** Written notice of any meeting called for the purpose of taking any action authorized under Section 3(B) or Section 4 above shall be sent to all Owners not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting.

B. **Quorum.** The presence in person or by proxy or written ballot of the Owners representing thirty (30%) percent of the Lots in the Subdivision in Good Standing shall constitute a quorum at the first such meeting. The written absentee ballot of any person furnished at or prior to the 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. The Board of Directors, in its discretion, may permit an Owner who is attending a meeting by means of remote communication to count towards quorum for that meeting.

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 fifteen (15%) 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.

C. **Voting.** The vote required under Section 4 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 Special Assessment. If the vote takes place at the same meeting, voting at the meeting may be conducted in person, by proxy, or by written ballot. The vote of the Owners 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 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.

**Section 6. Payment of Assessments.** The Annual Assessment shall become due and payable on the first day of March of each year. Due dates for any Special Assessments shall be as established by the Board of Directors in its discretion.

A. **Penalties for Assessments in Default.** Any Assessments not paid within thirty (30) days after the due date shall be deemed delinquent, and shall bear interest from the due date at the rate of seven (7%) percent per annum, until it is paid in full. The Association shall also impose a late charge equal to twenty (20%) percent of the amount of the delinquent Assessment. In the event the Board of Directors establishes a new late charge amount, it shall give written notice to all Owners 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, and other amounts due, in accordance with any and all of its remedies as they are stated in this Article IX and Article XV of this Amended and Restated 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: first, fees for non-sufficient funds; second, attorney fees and costs; third, late charges and interest; fourth, fines; fifth, Special Assessments; and, sixth, to any unpaid Annual Assessments due and owing.

**B. Remedies of the Association for Nonpayment of Assessments.** Pursuant to this Article IX and Article XV of this Amended and Restated Declaration, the Association may bring an action at law against the Owner personally obligated to pay Assessments due and owing to the Association, or foreclose the lien against the Lot. The cost of preparing and filing the complaint in such action, or in connection with such foreclosure, shall be added to the amount of delinquent Assessments. In the event a judgment is obtained, such judgment shall include interest on the delinquent Assessments, as above provided, and reasonable attorney fees as determined by the court, together with the costs of the action.

No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas, or by the abandonment of their Lot.

**Section 7. 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 at the discretion of the Board of Directors, a written statement regarding the status of payment 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 8. 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, charges, and lien created herein.

**Section 9. Subordination of the Lien to Mortgages.** The Association's lien for Assessments provided for in this Article IX 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. Such subordination shall apply only to Assessments which have become due and payable prior to sale or transfer of such Lot pursuant to foreclosure of the mortgage or prior to any other proceeding or conveyance in lieu of foreclosure.

Sale or transfer of a Lot, or any portion thereof, shall not affect the Assessment lien held by the Association. The sale or transfer of any Lot in connection with a mortgage foreclosure proceeding, or any proceeding in lieu of foreclosure of a prior recorded mortgage shall, however, extinguish the lien of the Assessment, interest, and charges which became due prior to such sale or transfer. In no such event shall the prior Owner of the Lot be relieved of any personal liability for such obligations and debts. The sale, transfer, or conveyance shall not relieve such Lot from liability for any Assessment thereafter coming due, or from the lien of any such subsequent Assessment.

**Section 10. Other Affiliations.** Upon the terms, provisions, and conditions set forth in the Reciprocal Roadway Easement and other recorded documents, the Association is a constituent member in Pheasant Run Road Maintenance Association, Inc. (PRRMA), a separate association, consisting of the Association, the Township of Canton, Fairways at Pheasant Run Association, Inc., and Fairway Pines at Pheasant Run Subdivision Association, to operate, maintain, improve, repair, and replace the Roadways, and certain similar private roads within the Subdivision, Fairways at Pheasant Run Subdivision, Fairway Pines at Pheasant Run Subdivision No. 1, Fairway Pines at Pheasant Run Subdivision No. 2, and certain property owned by the Township. See Article I, Section 26 for further information regarding PRRMA. The Association is required to pay and/or reimburse the PRRMA for certain recurring services provided, and expenditures incurred, in connection with the Roadways.

## **ARTICLE X** **ARCHITECTURAL REVIEW**

**Section 1. Architectural Review Committee.** No improvement shall be erected, placed, installed, constructed, reconstructed, or maintained on any Lot, nor shall any exterior addition to, or change in, or alteration of the exterior appearance of any improvement, or any change in landscaping, be made until plans and specifications showing the kind, size, shape, height, colors, materials, topography, and location of each improvement on the Lot shall have been submitted to and approved in writing by the Committee. The Committee shall be composed of three (3) persons, appointed by the Board of Directors, who shall be Owners. Each member of the Committee shall serve until they resign or are removed and replaced by a subsequent appointment by the Board. Members of the Committee shall not have any liability whatsoever to any person in connection with the approval or disapproval of, or failure to review, any plans or specifications in regard to any improvement.

**Section 2. Preliminary Approval.** Preliminary plans and specifications may be first submitted to the Committee for preliminary approval.

**Section 3. Final Approval.** Plans and specifications for final approval by the Committee shall include the following:

A. A topographic survey and dimensioned plot plan of the Lot, showing existing and proposed grades, the location of all trees in excess of three (3) inches in diameter, and the location of all proposed improvement on the Lot;

B. Construction and architectural plans, sufficient in detail to secure a building permit in the Township of Canton, including, without limitation, dimensioned floor plans, typical sections, and all elevations (front, both sides, and rear) of the main dwelling structure and garage and any proposed outbuildings;

C. Detailed elevations of all walls and gates;

D. Specifications setting forth the type, quality, color, and texture of all materials to be used in all improvements, including a detailed finish schedule for all exterior materials, products, and finishes, with actual brick, stain, and shingle samples;

E. A complete landscaping plan (including a plan for any proposed exterior lighting), together with a planting list;

F. A construction schedule; and

G. Any other data, drawings, or specifications which the Committee deems necessary to fulfill its function.

**Section 4. Variance Required.** No approval of the Committee shall be valid if any improvement violates any restrictions set forth in this Amended and Restated Declaration, or any provisions of the Township’s zoning ordinance, except in cases where an appropriate waiver or variance in regard to such improvement has been granted by the Township and/or Committee, as provided in this Amended and Restated Declaration.

**Section 5. Approval and Disapproval.** The Committee may disapprove plans for any improvement or alteration for non-compliance with any restriction contained in this Amended and Restated Declaration, or because of dissatisfaction with the grading and drainage plans, the location of any improvement on the Lot, the proposed materials, the proposed color scheme, the proposed finish, design, proportion, shape, height, style, or appropriateness of the proposed improvement or alteration, or because of any matter or thing, which, in the judgment and discretion of the Committee, would cause the proposed improvement or alteration to be inconsistent with the objectives of the Committee, or with improvements erected or to be erected on other Lots, including purely aesthetic considerations. No material change may be made in any approved plan or specification, including, without limitation, any approved exterior material, stain, color, or roof material, or in the approved landscaping plan, without the prior written consent of the Committee. One complete set of the approved plans and specifications in regard to each Lot, including any and all approved amendments thereto, shall be kept and retained by the Committee for its permanent file in connection with each Lot.

**Section 6. Failure to Act.** In the event the Committee shall have failed to approve or disapprove plans and specifications within thirty (30) days after the full, proper, and complete submission thereof, the need for such approval by the Committee shall be deemed to have been waived, but all other restrictions, limitations, and conditions set forth in this Amended and Restated Declaration shall apply and remain in full force and effect as to such place and specifications.

**Section 7. Form of Approval.** Committee approval shall be deemed given if the plans and specifications submitted are marked or stamped as having “final approval” by the Committee, and are signed and dated by two (2) members of the Committee validly serving on the date of such approval. Written approval from the Committee may be electronically transmitted to an Owner pursuant to Article VI, Section 12 of this Amended and Restated Declaration.

**Section 8. Review Fee.** The Committee may charge a review fee, not to exceed Two Hundred Fifty (\$250.00) Dollars, in connection with the review of plans and specifications for any improvement or combination of improvements on any Lot, or in regard to the substantial alteration of any improvement. The fee may not be utilized for the purpose of paying any compensation to any member of the Committee, but exclusively for the purpose of reimbursing the actual expenses of the Committee, including, without limitation, the professional fees of independent consultants to the Committee.

**ARTICLE XI  
BUILDING AND USE RESTRICTIONS**

**Section 1. Permitted Use of Property.**

**A. Residential Purposes Only.** All Lots within the Subdivision shall be used for single-family residence purposes only. Subject to the provisions contained in Subsection D of this Section 1 regarding permitted home offices and home occupations, no part of any Dwelling or appurtenant structure shall be used for any activities normally conducted as a business. Except as specifically permitted herein, no structure shall be erected, altered, re-erected, moved, placed or permitted to remain on any Lot other than one detached single-family residential dwelling (the “Dwelling”).

**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 Canton 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.

Unless and until Canton Township adopts 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 2018 IPC):

<b>Space</b>	<b>1-2 Occupants</b>	<b>3-5 Occupants</b>	<b>6 or more Occupants</b>
Living Room	120 sq. ft. min.	120 sq. ft. min.	150 sq. ft. min.
Dining Room	No requirement	80 sq. ft. min.	100 sq. ft. min.
Bedrooms	50 sq. ft. min. per occupant (70 sq. ft. min. for bedroom with one occupant)		

**C. Home Offices and Home Occupations.** To be permitted as a “home office” or “home occupation”, all of the following must apply:

(1) No sign or display that indicates from the exterior that the Dwelling is being utilized for any non-residential purpose;

(2) No goods or commodities kept for viewing or sale in the Dwelling or within the Subdivision;

(3) No mechanical or electrical equipment used in conjunction with the home office or occupation other than personal computers or other standard office equipment;

(4) No employees or other persons performing any work in the Dwelling who are not also Owners, Tenants and/or Non-Owner Occupants of record with the Association who are using the Dwelling as their primary residence; and

(5) No regular meetings held at the Dwelling with clients or customers relating to the home office or home occupation.

The provisions of this Section 1 shall not be construed to prohibit an Owner or Occupant from maintaining a personal professional library in the Dwelling, from keeping personal, professional, or business records in the Dwelling, or handling occasional personal business or professional telephone or video conferencing calls in the Dwelling.

**D. Prohibited Uses.** Pursuant to the Canton Township Zoning Ordinance, certain uses of Dwellings, by nature of their operation, impair the reasonable use and value of surrounding residential properties. Therefore, the following uses that are expressly prohibited and do not qualify as an acceptable home office or home occupation include, but are not necessarily limited to, the following:

- (1) Medical clinics and hospitals;
- (2) Millinery shops;
- (3) Animal hospitals, veterinarian, and commercial kennels;
- (4) Vehicle and engine repair businesses;
- (5) Antique shops;
- (6) Barbershops and beauty parlors;
- (7) Club or fraternal organizations;
- (8) Landscape installation and maintenance business, including lawn mowing businesses;
- (9) Snow plowing and/or removal businesses;
- (10) Concrete, excavation, and similar contractors;
- (11) Trailer rental;
- (12) Restaurants and tea rooms;
- (13) Bed and breakfast establishments;
- (14) Short-term leasing (less than an initial one-year term), including renting rooms within a Dwelling and the utilization of Airbnb, VRBO, Flipkey, or a similar service or company; and
- (15) Repair shops and service establishments.

**Section 2. Size of Dwellings.** Except as specifically permitted herein, no structure shall be erected, altered, re-erected, moved, placed, or permitted to remain on any Lot other than one detached single-family residential dwelling (the “Dwelling”), not to exceed three (3) stories and thirty-five (35’) feet in height, and a private garage for the sole use of the Owner/Occupant of

the Lot upon which such Dwelling shall have been erected, together with such other improvements as the Committee shall have approved.

The minimum livable floor area of the Dwelling shall not be less than 2,000 square feet in the case of a one-story Dwelling; nor less than 2,200 square feet in the case of a one-and-one-half-story Dwelling; nor less than 2,400 square feet in the case of a two-story Dwelling; nor less than 2,400 square feet on the upper two (2) levels in the case of a tri-level or quad-level Dwelling, in each case, measured from the exterior faces of the exterior walls. As used herein, the term “livable floor area” shall not be deemed to include basements or unfinished attics, or garages, patios, decks, open porches, entrance porches, terraces, storage sheds, breezeways, or like areas, even if attached to the Dwelling, but such term shall be deemed to include enclosed porches if the roof of the porch is an integral part of the roof line of the Dwelling. Each Dwelling shall have a basement. Each Dwelling shall otherwise be so oriented on the Lot as to face the Roadway.

Each garage shall be attached or architecturally related to the Dwelling to which such garage pertains, and shall be constructed at the time of, and in conjunction with, construction of such Dwelling. No garage shall provide space for less than two (2) or more than three (3) vehicles. Except upon the approval of the Committee, garage doors shall not face the Roadway upon which such Lot fronts. Carports are specifically prohibited.

**Section 3. Exterior Materials.** The visible exterior walls of each Dwelling and appurtenant structure shall be constructed of brick, brick veneer, wood and/or stone in any combination. Stucco, vinyl, aluminum siding, and/or ledge rock may also be used, so long as any of these materials alone, or in combination, do not exceed twenty- five (25%) percent of the total of all visible exterior walls. The use of Texture 1-11 as an exterior material for a Dwelling is strictly prohibited. The Committee may grant such exceptions to this restriction as it shall deem desirable, subject to any applicable Canton Township ordinance regarding the use of certain exterior materials. Windows and doors shall not be considered visible exterior walls for purposes of this Section. No unpainted (or non-factory painted) metal doors may be used in the exterior of any Dwelling or appurtenant structure. No used material, except reclaimed brick, may be used in the construction of any visible exterior wall. The use of exposed cement block, slag, cinder block, imitation brick, asphalt, or any type of commercial siding on any visible exterior wall is expressly prohibited.

**Section 4. Air Conditioners.** No external or “through the wall” air conditioner units may be installed, placed in, or attached to a window or wall of any Dwelling or appurtenant structure in the Subdivision. Without the consent of the Committee, no outside compressor or other component of a central air conditioning system (or similar system, such as a heat pump) shall be visible from the adjacent Roadway considering the Dwelling’s front elevation, and, to the extent reasonably possible, all such external equipment shall be located on any Lot to minimize the negative impact thereof on any adjoining Lot, in terms of noise and appearance. In general, such equipment shall be located only in the rear yard, within five (5’) feet of the rear wall of the Dwelling and shall not project beyond the sidewall of the Dwelling so as to extend into a side yard. Owners shall appropriately screen their air conditioning unit and compressor from view with trees, bushes, and other landscaping as approved by the Committee.

**Section 5. Disposals.** All Dwellings within the Subdivision shall be equipped with an electric garbage disposal unit in the kitchen.

**Section 6. Alteration of Lot.** No lot may be divided or reduced in size, except by the taking of part hereof by a public agency for a public purpose. Whole lots may be combined for use as one (1) building site.

**Section 7. Grade Changes.** The grade of any Lot in the Subdivision, once established upon the completion of the Dwelling upon such Lot, may not be changed without the written consent of Canton Township and the Committee. This provision is intended to prevent interference with the drainage plan for the Subdivision.

**Section 8. Minimum Yard Requirements.** Without a variance granted by Canton Township and approved by the Committee, no Dwelling or other structure shall be located on any Lot in the Subdivision closer than twenty-five (25') feet to the front Lot line, nor closer than thirty-five (35') feet to the rear Lot line, nor closer than twenty (20') feet to a side street Lot line, in the case of a corner Lot; provided that where a corner Lot shares a common rear yard relationship with the Lot immediately to the rear thereof, and a common side yard relationship with the block directly across the common separating street, a minimum side yard of five (5') feet on the street side of such Lot shall be permitted. The minimum distance between a garage door and the nearest side Lot line (except for corner Lots) shall not be less than twenty-two (22') feet. The minimum distance between a garage door and the side street Lot line, in the case of a corner Lot, shall not be less than twenty (20') feet. Except as above and hereinafter set forth, each Dwelling or other structure, shall be so located and erected upon the Lot as to provide a minimum side yard on one side thereof not less than five (5') feet, and the combined total of the two (2) side yards on such Lot shall not be less than sixteen (16') feet. The minimum distance between Dwellings on adjacent Lots shall not be less than sixteen (16') feet.

**Section 9. Similar Elevations.** No substantially similar front elevation in style and color of any Dwelling shall be duplicated on any Lot less than three hundred (300') feet away along the front Lot lines, unless approved by the Committee. Different colors and building material patterns shall be used for Dwellings on adjacent Lots to avoid the appearance of repetition.

**Section 10. Intersection/Driveway Sight Lines.** No fence, wall, hedge, or shrub planting which obstructs intersection/driveway sight lines at elevations between two (2') feet and six (6') feet above the Roadways shall be placed or permitted to remain on any Lot within the triangular area formed by the Roadway Area property lines and a line connecting them at points twenty-five (25') feet from the intersection of the Roadway Area lines, or, in the case of a rounded property corner, from the intersection of the Roadway Area property lines extended. The same sight line limitations shall apply on any Lot within ten (10') feet from the intersection of a Roadway Area property line with the edge of a driveway pavement. No tree shall remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

**Section 11. Driveways.** All driveways and driveway approaches shall be paved with an approved concrete surface.

**Section 12. Mailboxes and Newspaper Boxes.** As stated in Article IV, Section 3 herein, the Association shall maintain, repair, and replace mailboxes and newspaper boxes, including posts, within the Subdivision, with the exception of the mailboxes, newspaper boxes, and posts, for the following Lots:

- Lot 34 – 45901 Windridge Lane
- Lot 87 – 2068 Crowndale Lane
- Lot 122 – 1507 Crowndale Lane

Owners of the above-mentioned three (3) Lots shall maintain, repair, and replace their existing mailboxes, newspaper boxes, and posts, subject to the standard design and construction specifications determined by the Board of Directors and as indicated in the Rules and Regulations.

No other mailboxes or newspaper boxes may be installed on any Lot or Common Area.

**Section 13. Basketball Backboards and Hoops.** No basketball backboard or hoop may be placed or installed on any Lot as to be visible from the Roadway on which such Lot fronts, and, in the case of a corner Lot, from the side Roadway, as well, provided, however, that one (1) basketball backboard per Lot, together with a connected hoop and/or structural pole, may be installed on any Lot if such backboard is predominately clear and transparent.

**Section 14. Sidewalks.** Public sidewalks adjacent to the Lots shall be four (4') feet in width and shall be constructed of concrete.

**Section 15. Play Structures.** No swing sets, sand boxes, or other play structures or equipment shall be located in any front or side yards. Play structures may not be located less than 10 feet from the boundary lines of a Lot, unless prior written approval is obtained from the Committee. Such structures shall be maintained in good working order and not potentially unsafe (i.e., rusted; loose or missing bolts, braces, or connectors; rotten wood or timbers), as not to cause harm to an individual using the structure. The structure may not be unsightly or falling into a state of disrepair, tending to substantially decrease the beauty of the Subdivision as a whole or any specific area thereof.

**Section 16. Swimming Pools.** No swimming pool may be installed on any Lot, any portion of which is higher than one (1') foot above the finished grade of the Lot. No above-ground swimming pool may be erected, placed, or permitted to remain on any Lot, either temporarily or permanently. The Board of Directors shall have discretion to issue Rules and Regulations regarding the temporary placement of small, inflatable wading pools.

**Section 17. Walls and Fences.** No fence or wall of any type shall be permitted for the purpose of enclosing any Lot. Wrought iron fencing (but not fencing of the wire type commonly known as “cyclone fencing”) may be used on any Lot for the purpose of enclosing a permitted



swimming pool, in locations approved by the Committee. The side yards and rear yard (but not the front yard) of any Lot may be enclosed by landscaping pursuant to a plan approved by the Committee, provided that the street side of a corner Lot shall be considered a second front yard for purposes of the foregoing limitations.

**Section 18. Landscaping.** The Owner shall maintain landscaping on their Lot in good condition. The Lot and the drainage swale, if any, contiguous to each Lot shall be kept free of dead trees and shrubs, and weeds. Lawns shall be well-maintained at all times. Well-maintained lawns mean lawns of a uniform recognized grass type, regularly cut to a uniform height appropriate for such grass in a first-class residential development to preserve a neat, groomed, and cared-for appearance.

Should any Owner fail to maintain the landscaping on their Lot in good condition, the Association may serve written notice upon the Owner setting forth the manner in which the Owner has so failed. In the event that the failure identified in the notice is not cured within fifteen (15) days following the date of such notice, the Association may enter the Lot for the purpose of properly maintaining the landscaping, as often as is reasonably required. The Association may continue to maintain the landscaping until such time as the Board of Directors reasonably determines that the Owner of the Lot is willing and able to resume proper maintenance. The cost incurred by the Association for maintenance of a Lot shall be payable by the Owner of the Lot within ten (10) days following the date of the Association’s invoice for such maintenance cost. If the cost is not paid within the 10-day period, it may be collected as an assessment as provided in Article IX herein.

**Section 19. Temporary Structures.** No structure of a temporary character, trailer, commercial vehicle, recreational vehicle, shack, barn, storage shed, portable on demand storage container (PODS), tent, tree house, or any temporary building of any description whatsoever, may be used or occupied at any time on any Lot, either temporarily or permanently, subject to the following exceptions: (i) tents for entertainment purposes may be erected on any Lot for periods not to exceed forty-eight (48) hours; (ii) an appurtenant swimming pool bathhouse may be maintained on any Lot, provided that the plans for such swimming pool and bathhouse shall have been approved by the Committee and Canton Township; (iii) a temporary storage building for materials and supplies to be used in the construction of a Dwelling on any Lot may be kept and maintained on such Lot during the period of such construction; and (iv) other temporary structures that have been approved in writing by the Committee or Board of Directors.

**Section 20. Street Parking.** Owners and their guests may park in the Subdivision on the street adjacent to their dwelling for a period of time not to exceed forty-eight (48) hours. Any vehicle parked in the Subdivision on a street for more than 48 hours shall be deemed an abandoned vehicle, pursuant to MCL 257.252a (Michigan Vehicle Code Section 252a), and subject to towing. Parking is not allowed on the street side that contains mailboxes and fire hydrants.

**Section 21. Vehicles.** With the exception of golf carts, no snowmobiles, all-terrain vehicles, or other vehicles designed primarily for off-road use shall be operated within the Subdivision.

Subject to the provisions of Subsections (A) through (E) below, no commercial vehicles; trailers used for commercial purposes; house trailers; recreational vehicles (as further defined); or vehicles other than automobiles, sport utility vehicles, motorcycles, and pickup trucks which are designed and used primarily for personal transportation purposes may be parked in the Subdivision, unless stored fully enclosed within an attached garage or parked subject to Subsection B below. Nothing herein contained shall be construed to require the Association to approve the parking of such vehicles. The Association shall not be responsible for any damages, costs, or other liability arising from any failure to approve the parking of such vehicles.

**A. Recreational Vehicles.** For the purpose of this Section 21, “recreational vehicles” shall include the following, as defined in Canton Township Code of Ordinances – Part II – Land Development Regulations – Appendix A – Zoning – Article 1.00 Rules of Construction and Definitions – Section 1.03 Definitions:

- *Boats and boat trailers:* “Boats” and “boat trailers” shall include boats, floats, rafts, canoes, plus the normal equipment to transport them on the highway.
- *Folding tent trailer:* A canvas folding structure, mounted on wheels and designed for travel and vacation use.
- *Motor home:* A recreational vehicle intended for temporary human habitation, sleeping, and/or eating, mounted upon a chassis with wheels and capable of being moved from place to place under its own power. Motor homes generally contain sanitary, water, and electrical facilities.
- *Other recreational equipment:* Other recreational equipment includes snowmobiles, all-terrain or special terrain vehicles, utility trailers, plus the normal equipment to transport them on the highway.
- *Pickup camper:* A structure designed to be mounted on a pickup or truck chassis with sufficient equipment to render it suitable for use as a temporary dwelling during the process of travel, recreational, and vacation uses.
- *Travel trailer:* A portable vehicle on a chassis, not exceeding 36 feet in length or nine feet in width, which is designed to be used as a temporary dwelling during travel, recreational, and vacation uses, and which may be identified as a “travel trailer” by the manufacturer. Travel trailers generally contain sanitary, water, and electrical facilities.

Parking recreational vehicles within the Subdivision shall be subject to Canton Township Code of Ordinances – Part II – Land Development Regulations – Appendix A – Zoning – Article 4.00 Off-Street Parking and Loading Requirements – Section 4.01(E) Recreational Vehicles Parking in Residential Districts, which states that any owner of camping and recreational equipment may park or store such equipment on residentially used property subject to the following conditions:

1. Recreational vehicles parked or stored shall not have fixed connections to electricity, water, gas, or sanitary sewer facilities, and at no time shall this

- equipment be used for living or housekeeping purposes.
2. If the camping and recreational vehicle is parked or stored outside of a garage, it may be parked or stored between the front and rear building lines of a home provided that a side yard area between the vehicle and side property line of not less than ten (10) feet is maintained. Otherwise, the vehicle must be stored to the rear of the rear building line, but never closer than three feet to a side or rear property line.
  3. Recreational vehicles may be parked in the owner’s driveway for a period not to exceed three (3) calendar days or any part thereof within a rolling 7-day period.
  4. All recreational vehicles must be kept in good repair, running condition and/or mobile. Further, they must carry a registration in the name of the occupant of the dwelling unit and a license that has not expired for a period of more than eight (8) months.
  5. Recreational vehicles may not occupy more than 25 percent of the required rear yard.
  6. The parking or storage of an unoccupied mobile home, being a movable or portable dwelling, constructed to be towed on its own chassis and connected to utilities and designed without a permanent foundation for year-round living, is specifically prohibited, except in the RMH mobile home zoning district.
  7. *Waiver of regulations.* The provisions concerning location may be waived for a period of up to two (2) weeks to permit the repair of the owner’s or occupant’s recreational vehicle, or to permit the parking of a recreational vehicle of a guest. Permits for any such waiver shall be obtained from building and inspection services (Canton Township). Not more than two (2) permits shall be issued per address per calendar year. Permits shall be valid for a period of not more than two weeks in duration. Such vehicles shall be located in the driveway of the applicant’s residence and shall not block the sidewalk or have fixed utilities.

The Board shall also have discretion to issue Rules and Regulations regarding recreational vehicles within the Subdivision. The Association shall not be responsible for any damages, costs, or other liability arising from any failure to approve the parking of such vehicles.

**B. Commercial Vehicles.** Commercial vehicles and trucks shall not be parked in the Subdivision, except as provided above and while making deliveries or pick-ups in the normal course of business. For purposes of this Subsection B, commercial vehicles shall include vehicles or trucks with a curb weight of more than 10,000 pounds; overall length in excess of 19 feet, or with more than two axles; vehicles with commercial license plates; vehicles with any commercial markings or advertising appearing on the exterior; vehicles not intended for personal transportation; or any vehicle either modified or equipped with attachments, equipment or implements of a commercial trade, including, but not limited to, storage racks, ladder or material racks, snow blades, tanks, spreaders, storage bins or containers, vises, commercial towing equipment or similar items. For purposes of this Subsection B, small passenger vans, SUVs and

pick-up trucks, which will fit inside a garage, shall not be considered commercial vehicles, provided they do not meet the definition of a commercial vehicle contained herein. The Association shall not be responsible for any damages, costs, or other liability arising from any failure to allow the parking of such vehicles.

**C. Construction and Utility Trailers.** One (1) construction or utility trailer may be kept and maintained within the Subdivision by each builder engaged in the construction of Dwellings within the Subdivision, provided that such construction trailer shall be located upon a Lot owned by the person for whom such builder is constructing such Dwelling and shall be removed from the Subdivision at such time as such builder shall have completed the construction. Construction trailers used on a frequent and ongoing basis by the subcontractors of any such builder may be parked within the Subdivision, provided that any such construction trailer shall be located upon a Lot owned by the person for whom such builder is constructing such Dwelling, and each such construction trailer shall be removed from the Subdivision upon completion of the work of such subcontractor. The Board of Directors shall also have the discretion to issue Rules and Regulations regarding construction and utility trailers.

**D. Non-Operational, Unlicensed, or Disabled Vehicles.** Non-operational vehicles, vehicles with expired license plates, or disabled vehicles shall not be parked or stored within the Subdivision, unless specifically approved in writing by the Board of Directors. Non-emergency maintenance or repair of motor vehicles shall not be permitted in the Subdivision unless specifically approved by the Board.

**Section 22. Storage Containers.** Owners may arrange for the temporary placement of a PODS (portable on demand storage) container, dumpster, bagster, or similar storage container in the Subdivision for up to seven (7) days, unless a longer time period has been specifically approved in writing by the Board of Directors. The Board shall also have the discretion to issue Rules and Regulations regarding the temporary placement of portable storage containers. The Association shall not be responsible for any damages, costs, or other liability arising from any failure to approve the temporary placement of portable storage containers.

**Section 23. Antennas.** Antennas, over-the-air reception devices, including, but not limited to satellite dish antennas, radio and television antennas, and other technologies regulated by the Federal Communications Commission (FCC), shall not be erected, placed, maintained, or permitted to remain on any Lot without written approval by the Committee, or as might be permitted by the FCC Over-the-Air Reception Devices Rule (“OTARD”) regulations. The Committee may require that such antenna be placed in a particular location on a Dwelling, such as the side or the rear, if such placement does not prevent reception of an acceptable quality signal or impose unreasonable expense or delay.

**Section 24. Trash, Waste, and Recycling.** No Lot shall be used as a dumping ground for rubbish, trash, garbage, or other waste, and such material shall not be kept or stored on any Lot except in appropriately sealed sanitary containers properly concealed from public view. Garbage and recycling containers shall not be left at the roadside of any occupied Lot for more than twenty-four (24) hours during any one week. Any debris resulting from the destruction in whole or in part

of any Dwelling, structure, or improvement on any Lot shall be removed from such Lot by the Owner thereof with all reasonable dispatch.

**Section 25. Unsightly Conditions.** Each Owner shall prevent such Owner’s Lot, and any Dwelling, appurtenant structure, or other improvement thereon from becoming unclean, unsightly, or unkempt, or from falling into a state of disrepair, tending to substantially decrease the beauty of the Subdivision as a whole or any specific area thereof. Examples: missing siding, shutters, or shingles; rotten wood; peeling or chipped paint; broken windows; and ripped screens,

No laundry shall be hung for drying on any Lot outside of the Dwelling on such Lot.

**Section 26. Signs and Flags.** Subject to the provisions of Subsections A through D below, no signs, flags, billboards, or other advertising devices or symbols of any kind shall be displayed, placed, erected, or maintained on any Lot in the Subdivision which are visible to the public view that exceed two (2’) feet by three (3’) feet and shall be not more than five (5’) feet above the ground, at any time for any reason without the advance written permission from the Board of Directors. Permitted signs shall be constructed and installed in a professional manner. Such signs shall also be kept clean and in good repair during the period of their use on the Lot, and shall not be placed between the roadway and sidewalk. No more than three (3) signs may be placed on any Lot at any time.

All signs shall also be subject to the Canton Township Code of Ordinances.

**A. For Sale Signs.** An Owner may display one (1) sign not exceeding six (6) square feet in area and four (4’) feet in height advertising a Lot or Dwelling for sale. Signs for the sale of a Lot or Dwelling do not include “For Rent” and “For Lease” signs or any signage that pertains to renting or leasing a Dwelling. The Board of Directors may establish Rules and Regulations relative to size, shape, color, placement, and such other criteria of “For Sale” signs, as the Board may deem appropriate.

**B. Garage Sale Signs.** “Garage Sale” signs may be displayed on any Lot or Common Area for up to three (3) consecutive days at a time. One (1) “Garage Sale” sign may also be displayed at the Entrance to the Subdivision for up to three (3) consecutive days at a time. The Board of Directors may establish Rules and Regulations relative to size, shape, color, placement, and such other criteria of “Garage Sale” signs, as the Board may deem appropriate.

**C. Political Signs.** Political signs may be displayed on any Lot for a period of ninety (90) days prior to an election related to that political sign. One (1) political sign per candidate not exceeding four (4) square feet may be ground-mounted on the Lot. No political signs are permitted on any Dwelling or Common Area. The Board of Directors may establish Rules and Regulations relative to size, shape, color, placement, and such other criteria of political signs, as the Board may deem appropriate.

**D. Flags.** Owners may display the American Flag. Owners may display other flags and banners, so long as the Board of Directors does not deem them to be offensive,

discriminative, oppressive, profane, indecent, or salacious. Such flags or banners must be removed immediately following Board action on the matter. The Board may establish Rules and Regulations relative to size, shape, color, placement, and such other criteria of other flags, as the Board may deem appropriate.

**Section 27. Weapons.** No Owner shall use or discharge, or permit any member of their family, or guest or invitee, to use or discharge within the Subdivision, any B-B gun, firearm, pellet gun, sling shot, archery equipment, or other weapon.

**Section 28. Unauthorized Use of Golf Course.** No Owner or Occupant shall be permitted to enter upon the Golf Course, or upon any appurtenant golf cart path, without payment to Canton Township of the requisite greens fee for such use, nor shall any use within the Subdivision be permitted to encroach upon the Golf Course.

**Section 29. Retrieval of Golf Balls.** The Association reserves the right to impress each of the Lots abutting the Golf Course with an easement permitting golfers to retrieve errantly hit golf balls from such Lot; provided that (i) the area of each such Lot beyond the common line between such Lot and the Golf Course shall have been clearly marked “OUT -OF-BOUNDS”, in the usual manner, by Canton Township; (ii) such retrieval shall, in each instance, be on foot by such golfer, never by golf cart; and (iii) the rules of play of the Golf Course shall incorporate (ii) above, and shall, in addition, expressly prohibit the hitting of any shot from any such Lot.

**Section 30. Animals.** Not more than three (3) domesticated animals of a type commonly deemed to be household pets, may be kept on any Lot. Farm animals or wild animals shall not be kept, bred, or harbored on any Lot. No animals shall be kept, bred, or maintained on any Lot or in the Subdivision for any commercial purpose. Household pets shall have such care and restraint as not to be objectionable or offensive to others due to noise, odor, or unsanitary conditions. The Association may require the registration and ID tagging of animals in the Subdivision.

Service animals and emotional support animals shall not be considered pets and counted toward the three (3) animal limit identified above. All service animals shall be of a domestic (non-exotic) nature and must comply or conform to all Federal, State, and local health and safety laws. All service animals and emotional support animals entering the Subdivision shall comply with the Governing Documents and the Owner and Non-Owner Occupant maintaining, allowing residence, or being visited by same shall be responsible for the actions and any violations by such animal or its handler. Applications by any person for maintaining a service animal or emotional support animal in Subdivision shall be submitted to the Board of Directors. The Board may request verification from a doctor or other medical professional, who, in their professional capacity, has knowledge about the person’s disability, their requirements and familiarity with the therapeutic benefits of any animal, and the need for reasonable accommodations. No medical condition records or other details of the person’s disability need be furnished or disclosed. Misrepresentation of a “service animal” may be subject to criminal penalties pursuant to MCL 752.6 and 8 CFR 36.104. All damages or expenses to the Association by reason of the service animal or emotional support animal are chargeable to the Owner and person having such animal and are

collectable as assessments against the Lot where such animal is harbored, kept, maintained, or visiting.

All animals shall at all times be kept on a leash and accompanied by a responsible person while in any of the Common Areas of the Subdivision. No animal may be permitted to run loose or unattended while in any of the Common Areas. Owners shall not permit their animals to wander onto other Owners Lots or the Common Areas.

All animals shall be kept within a Lot by the use of an invisible fence, on a leash accompanied by a responsible person, or in a run, pen, or kennel (in any event, a “pen”). No pen shall be erected, placed, or permitted to remain on any Lot unless located within the rear yard of such Lot adjacent to a wall of the Dwelling or garage, and facing the rear or interior of the Lot, and such pen shall not be permitted to extend into either side yard. All pens shall be made of wood, decorative block, or approved fencing materials, or any combination thereof, and may not exceed 300 square feet in area or four (4’) feet in height. The exterior sides of a pen shall be landscaped with plantings to screen the view thereof from adjacent Lots, and such pen shall be kept and maintained in a clean and sanitary condition. The construction and landscaping plans for a pen are subject to approval by the Committee.

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 and wild or 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 the Association has given its permission therefor. The Association may assess and collect from the responsible Owner such losses and/or damages in the manner provided in Article XV of this Amended and Restated Declaration.

**Section 31. Leasing and Non-Owner Occupancy of Dwellings.**

**A. Definitions.**

(1) Lease. Unless otherwise specifically indicated in the Governing Documents, the term “Lease” shall mean and refer to any occupancy agreement or arrangement whereby a Dwelling is occupied by any Tenant, regardless of (i) whether the arrangement is oral or in writing; (ii) whether rent or other consideration is being paid (or is required to be paid) to the Owner; (iii) the duration of the arrangement or agreement, (iv) whether the Tenant is related (by blood, marriage or otherwise) to the Owner; or (v) whether the occupancy agreement or arrangement is with a third party that is authorized to act as the Owner’s agent.

(2) Leased Dwelling. The term “Leased Dwelling” shall mean any Dwelling occupied solely by a Tenant or Renter. In determining whether any Dwelling is occupied solely by a Tenant or Renter, the Association may request documentation from the Owner regarding the name of all occupants and the duration of their occupancy of the Dwelling for the calendar year. Only the Tenant or Renter identified in the Lease may occupy a Leased Dwelling.

(3) Non-Owner Occupant. The term “Non-Owner Occupant” means any person or entity which holds a possessory right or interest in, or otherwise resides in or occupies a Dwelling on any Lot for any period of time and by any means whatsoever, whether by Lease or occupancy agreement, or whether rent or any other consideration is paid to the Owner, who is not an Owner of the Lot. Any relationship between the Non-Owner Occupant and the Owner (by blood, marriage, or otherwise) is irrelevant. Unless otherwise specifically provided in the Governing Documents, the term, “Non-Owner Occupant” is inclusive of the terms “Tenant” and “Renter.”

If a Lot and Dwelling is owned by a legal entity (corporation, partnership, limited liability company, or trust) and not by an individual person, then a shareholder or director, partner, member, or present trust beneficiary (as applicable) of the entity that owns the Lot shall not be considered a Non-Owner Occupant if they occupy or reside in the Dwelling owned by the entity.

(4) Tenant or Renter. The terms “Tenant” and “Renter” shall be synonymous and may be used interchangeably throughout the Governing Documents. These terms mean any Non-Owner Occupant that holds a possessory right or interest in, or otherwise resides in or occupies a Dwelling on any Lot for any period of time and by any means whatsoever, whether by Lease or occupancy agreement, or whether rent or any other consideration is paid to the Owner, who is not an Owner of the Lot.

**B. Exemptions to Leasing Restrictions in General.**

(1) Exemption for House-sitter, Animal-sitter, or Caregiver During Temporary Absence of Owner. If an Owner shall be temporarily absent from their Dwelling and desires the assistance of a house-sitter, animal-sitter for their animal(s), or caregiver for a Non-owner Occupant during their temporary absence, the Owner’s Lot shall be exempt from the restrictions against leasing contained in this Section 31 during the Owner’s temporary absence. Notwithstanding the foregoing, at no time during the Owner’s temporary absence may the Owner’s Dwelling be occupied in conjunction with an Owner’s utilization of “Airbnb”, “VRBO”, “Flipkey”, or any other similar service or company.

(2) Exemption for Association. If the Association acquires title to any Lot, whether via foreclosure or otherwise, as a result of or in relation to the Association’s effort to collect amounts owed on the Lot’s account, such an Association-owned Lot shall be exempt from the restrictions against leasing contained in this Section 31.

(3) Exemption for Government Mortgage Lending Entities. Any



government mortgage lender who acquires title to a Lot via foreclosure or deed in lieu of foreclosure shall be exempt from the restrictions against leasing contained in this Section 31, to the extent that such an exemption would be required for this Amended and Restated Declaration to comply with the standards and rules for mortgage lending, insuring and/or underwriting currently followed by the U.S. Department of Housing, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, and/or any government agency.

To the extent that any provision set forth in this Section 31 regarding leasing is inconsistent with the requirements of guaranteed or direct loan programs of the United States Department of Veteran Affairs, as set forth in chapter 37 of title 38, United States Code, or part 36 of title 38, Code of Federal Regulations (“VA Mortgage Financing”), such provision shall not apply to any Lot that is or becomes: (i) encumbered by VA Mortgage Financing, (ii) owned by the Department of Veterans Affairs, or (iii) owned by an Owner who is both eligible to obtain VA Mortgage Financing and who is in fact applying for such financing, but only to the extent that a waiver of the Declaration’s leasing requirements is required for the Owner to obtain or maintain such financing.

**C. Right to Lease or Occupy a Dwelling.** Subject to the restrictions and applicable provisions of this Section 31, an Owner may enter into an agreement to lease their Dwelling for the same purposes set forth in Subsection 31(A)(1) above, provided that written disclosure of such Lease is submitted to the Board of Directors in the manner specified in Subsection 31(F) below. Only the Tenants or Non-Owner Occupants specifically identified in the Lease or occupancy agreement may occupy the Dwelling.

**D. Minimum Lease Term.** No Tenant shall be permitted to occupy a Dwelling in the Subdivision, except under a written Lease, the initial term of which is at least one (1) year. As long as the initial term of the Lease satisfied the one (1) year minimum requirement and all other applicable provisions of this Section 31, the Tenant may continue to occupy a Leased Dwelling on a month-to-month basis after the expiration of the initial (assuming that the Lease provides for such occupancy and that the Tenant is not otherwise in default of the Lease or the Governing Documents).

No transient Tenants or transient Non-Owner Occupants may be accommodated in any event. For purposes of this Amended and Restated Declaration, a “transient Tenant” or “transient Non-Owner Occupant” is any Tenant or Non-Owner Occupant who resides in a Dwelling for less than 30 days.

Any leasing of a Dwelling in conjunction with an 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 one-year minimum initial Lease term requirement set forth herein.

**E. Lease of Entire Dwelling.** No Owner shall lease less than an entire Dwelling in the Subdivision, nor shall an Owner permit a Non-Owner Occupant who is not a Tenant to solely occupy less than the Owner’s entire Dwelling. No subleasing of a Dwelling shall

be allowed. No rooms within a Dwelling may be rented.

**F. Leasing Procedures.** An Owner desiring to lease their Dwelling must disclose that fact in writing to the Association at least ten (10) days before presenting a written Lease or occupancy agreement form to a potential Tenant or Non-Owner Occupant of the Dwelling and, at the same time, shall provide an exact copy of the proposed written Lease to the Association for review of its compliance with the Governing Documents. The Owner must also provide a copy of the executed Lease to the Association within thirty (30) days of the commencement of the Tenant's Lease term. All Leases and occupancy agreements shall be signed and dated by the Owner and the Tenants and Non-Owner Occupants.

All Leases or occupancy agreements shall be deemed to incorporate all of the provisions of the Governing Documents. Tenants and Non-Owner Occupants shall comply with all of the conditions of the Governing Documents and all Leases and occupancy agreements shall so state. The Owner shall provide a copy of the Governing Documents to their Tenant or Non-Owner Occupant.

If any Owner intends to permit a Non-Owner Occupant to occupy their Dwelling without a written Lease or occupancy agreement, the Owner must nevertheless, provide the following information in writing to the Association, at least ten (10) days prior to allowing the Non-Owner Occupant to take occupancy of the Dwelling:

- (1) The full name, mailing address, email address(es), and phone number(s) of all Non-Owner Occupants who will occupy the Dwelling; and
- (2) A summary of the terms of the occupancy arrangement under which such Non-Owner Occupant will occupy the Dwelling, including the expected duration of the occupancy (minimum one-year term).

Owners who do not reside in their Dwellings must keep the Association informed of their current mailing address, email address, and phone number.

**G. Violation of Governing Documents by Tenants or Non-Owner Occupants.** If the Association determines that the Tenant or Non-Owner Occupant has failed to comply with the conditions of the Governing Documents, the Association shall take the following action:

- (1) The Association shall notify the Owner by certified mail and email (if such email address has been provided to the Association) advising of the alleged violation by the Tenant or Non-Owner Occupant.
- (2) The Owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged violation by the Tenant or Non-Owner Occupant, or to advise the Association that a violation has not occurred.
- (3) If after fifteen (15) days the Association's Board of Directors

believes that the alleged violation is not cured or may be repeated, it may institute on the Association's behalf, an action for eviction against the Tenant or Non-Owner Occupant and simultaneously for money damages in the same action against the Owner and Tenant or Non-Owner Occupant for breach of the conditions of the Governing Documents. The relief set forth in this Subsection may be by summary proceedings. The Association may hold both the Owner and Tenant or Non-Owner Occupant liable for any damages caused by the Owner, Tenant, or Non-Owner Occupant in connection with the Dwelling, Lot, or the Subdivision and for reasonable legal fees incurred by the Association in connection with legal proceedings hereunder.

The Board may adopt further Rules and Regulations as might be relevant to the application and/or enforcement of this Section 31.

**Section 32. Wells.** No Owner shall dig, or attempt to dig, any Well on any Lot in the Subdivision.

**Section 33. Underground Utilities.** All public utilities such as water mains, sanitary sewers, storm sewers, and electric, natural gas, cable, internet, and telephone local subdivision distribution lines, and all connections to such facilities, either private or otherwise, shall be installed underground, provided, however, that (i) above-ground transformers, pedestals, and other above-ground electric, cable television, natural gas or telephone equipment deemed necessary by the supplier of any such utility services in connection with underground distribution systems; (ii) open drainage channels; and (iii) street lighting stanchions, shall be permitted. Each Owner shall be responsible for the installation, maintenance, repair, and replacement of electrical, natural gas, telephone and cable television service conductors and facilities on such Owner's Lot, to the adjacent Roadway, or utility easement on such Lot, to the Dwelling. The Lots may be subject to charge, from time to time, for street lighting facilities installed and/or to be installed by The Detroit Edison Company pursuant to the request of the Township.

**Section 34. Easements and Other Conditions.** Easements for the construction, installation, and maintenance of public utilities, underground television master antenna line, and underground sewage, water and drainage lines, surface and road drainage facilities, and for sanitary sewer, storm sewer, and water main facilities, are reserved as shown on the recorded Plat of the Subdivision, and/or as may otherwise appear of record, and as set forth herein. In addition, easements are hereby specifically reserved to the Association in, through, and across a strip of land four (4') feet in width along all rear and side Lot lines for the installation and maintenance of telephone, electric, and cable television lines and conduits, sanitary and storm sewers, water mains, and for surface drainage purposes, and for the use of any public utility surface drainage purpose, and for the use of any public utility service deemed necessary by the Association.

The use of any such easement may be assigned by the Association, at any time, to any person furnishing one or more of the foregoing services and/or facilities, and any such easement may be relinquished by the filing of record by the Association of an appropriate instrument of relinquishment. Within each of the foregoing easements, no structure, improvement, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and/or maintenance of such service facilities and utilities, or which may change,

obstruct, or retard the flow or direction of water in and through drainage channels in the easements, nor, without the written consent of the Committee, shall any change be made in the finished grade of any Lot once established upon completion of construction of the Dwelling on such Lot.

The easement area of such Lot shall be maintained in a presentable condition continuously by the Owner, and the Owner of each Lot shall be liable for all damage to service facilities and utilities thereon, including, without limitation, damage to electric, telephone, natural gas, and cable television distribution lines, and facilities located therein. No shrubs or foliage shall be permitted or maintained on any Lot within five (5') feet of any utility company transformer enclosure or secondary connection pedestal.

The Roadways shall be used by each Owner and Occupant only for the Permitted Purposes, and in accordance with the Reciprocal Roadway Easement and Underlying Roadway Easements and no Owner or Occupant shall permit the Roadways to be used for any purpose inconsistent with the Reciprocal Roadway Easement or any Underlying Roadway Easement. The Association, its successors or assigns, hereby reserves the right to impress the roadway Areas with additional easements for Common Utility Systems.

**Section 35. 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, unless an open insurance claim or active investigation of the damaged or destroyed building delays such removal. An exception may also be made, at the sole discretion of the Board of Directors, due to pandemics and Acts of God. 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, unless an open insurance claim or active investigation of the building delays such completion. An exception may also be made, at the sole discretion of the Board, due to pandemics and Acts of God.

**Section 36. Drones.** The use of drones, unmanned aerial vehicles (UAV), or similar remote-controlled or radio-controlled aerial devices is generally permitted in the Subdivision. However, Owners shall not fly or use their drones in the Subdivision in any manner which causes a nuisance to other Owners or Residents, or a violation of the right to privacy of others. Notwithstanding the foregoing, drones may be used or operated for commercial purposes or by contractors for maintenance purposes in the Subdivision.

**Section 37. Solar Provision.** Any Owner wishing to install any form of solar energy system shall submit an application for review by the Architectural Review Committee, pursuant to the provisions of Article XI herein. Such application shall conform to the Association's energy policy statement in its Rules and Regulations.

The Board of Directors shall have the ability and power to establish an energy policy statement regarding the application, approval, installation, usage, maintenance, and operation of all such systems. Such policy shall include, by way of illustration, the location, design, architectural, aesthetics, responsibilities, schedule for preventative maintenance, or other requirements pertaining to such solar energy systems.

“*Solar energy*” means radiant energy received from the sun at wave lengths suitable for the heat transfer, photosynthetic use, or photovoltaic use.

“*Solar collector*” means (1) an assembly, structure, or design, including passive elements, used for gathering, concentrating, or absorbing direct and indirect solar energy, specially designed for holding a substantial amount of useful thermal energy and to transfer that energy to a gas, solid, or liquid or to use that energy directly; or (2) a mechanism that absorbs energy and converts it into electricity; or (3) a mechanism or process used for gathering solar energy through wind or thermal gradients; or (4) a component used to transfer thermal energy to a gas, solid, or liquid, or to convert it into electricity.

“*Solar storage mechanism*” means equipment or elements (such as piping and transfer mechanisms, containers, heat exchangers, or controls thereof and gases, solids, liquids, or combinations thereof) that are utilized for storing solar energy, gathered by a solar collector, for subsequent use.

“*Solar energy systems*” means (1) a complete assembly, structure, or design of a solar collector, or a solar storage mechanism, which uses solar energy for generating electricity or for heating and cooling gases, solids, liquids, or other material; and (2) the design, materials, or elements of a system and its maintenance, operation, and labor components, and the necessary components, if any, of supplemental conventional energy systems designed or constructed to interface with a solar energy system.

**Section 38. Wind Energy Turbines.** Residential wind energy turbines (on-site) and wind energy turbines (building-mounted) are strictly prohibited within the Subdivision.

## **ARTICLE XII**

### **FINANCES AND RECORDS**

**Section 1. Fiscal Year.** 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 Board of Directors for accounting reasons or other good cause.

**Section 2. Banking.** The funds of the Association shall be deposited in such credit unions, banks, or with insured securities brokers or invested in federally insured securities as may be designated by the Board of Directors and shall be withdrawn only upon the check or order of such Officers, employees, or agents as designated by resolution of the Board.

**Section 3. Investment of Funds.** Funds of the Association 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.

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

The Board may engage a qualified, independent certified public accountant annually to perform a review or audit of the books of account. The costs of any such audit and any accounting expenses shall be expenses of administration of the Association.

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. Association 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 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 business hours, subject to the other provisions of this Article and the Governing Documents generally.

**Section 6. Right to Inspect Association Records.** A Director of the Association may examine any of the Association’s books, records, contracts, and financial statements for a purpose reasonably related to their position as a Director. An Owner has the right to inspect the Association’s books, records, contracts, and financial statements in accordance with this Amended and Restated Declaration, as well as the rights and remedies afforded to Owners/Members under the Nonprofit Corporation Act (MCL 450.2487) and any other applicable law.

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 6, a “proper purpose” means a purpose that is reasonably related to an Owner’s interest as an Owner/Member of the Association, as further defined by the

Declaration, the Act, and applicable common law.

An Owner/Member’s right to inspect the Association’s books, contracts, records, and financial statements under this Amended and Restated Declaration 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 6 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 7. Limits on Right to Inspect Association Records.** 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 and legal 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 (other than the requesting 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.

**ARTICLE XIII  
INDEMNIFICATION OF DIRECTORS, OFFICERS, AND VOLUNTEERS  
DIRECTORS’ AND OFFICERS’ INSURANCE**

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 Articles VIII and IX of the Association’s 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 Non-Director 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 they are or were a Director, Officer, non-Director 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 them in connection with the action, suit, or proceeding, if the person acted in good faith and in a manner they 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 their 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 they 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 their 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 shall notify all Owners thereof.

**Section 2. Indemnification of Directors, Officers, and Non-Director 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 they are or were a Director, Officer, non-Director volunteer, agent, or employee of the Association, against expenses, including attorneys’ fees and amounts paid in settlement actually and reasonably incurred by them in connection with the action or suit, if the person acted in good faith and in a manner they 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.** Whether the Association



would have the power to indemnify the persons under Sections 561 and/or 562 of the Michigan Nonprofit Corporation Act, the Association shall provide liability insurance for every Director, Officer, employee, non-Director 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. To the extent, however, 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, land contract purchasers, guests, licensees, invitees, and 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 Nonprofit Corporation Act and the Governing Documents, as amended. The mere acquisition, occupancy, or rental of any Lot or Dwelling, or an interest therein or the utilization of or entry upon the Subdivision premises, Lots, Dwellings, and/or Common Areas therein shall signify that the Governing Documents are accepted and ratified.

#### **ARTICLE XV 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 the Association's Governing Documents. 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.

Any default by an Owner under any provision of the Governing Documents shall entitle the Association or another Owner or Owners to any and all relief stated in this Article XV. An Owner who is not in Good Standing shall not be entitled to do any of the following with respect to the Association:

- A. Use any of the Common Areas;
- B. Sign any petitions;
- C. Vote at any Association or Board meeting;

- D. Act as an inspector of any elections;
- E. Run for election or be nominated to serve on the Board of Directors;
- F. Continue serving on the Board of Directors (if already elected or appointed before the delinquency or default arose);
- G. Be appointed as a Director to fill a vacancy on the Board;
- H. Be appointed as an Officer of the Association (or continue to serve as an Officer, if already appointed before the delinquency or default rose); or
- I. Serve on any Committees;

This provision shall not, however, operate to deprive any Owner of ingress and egress to and from the Owner’s Lot.

**Section 2. Nonpayment of Assessments – Foreclosure of Liens.** In addition to any other remedies available, 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 Amended and Restated 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 portion of any Annual Assessment or Special Assessment levied against the Owner’s Lot, or any other obligation of an Owner that, according to this Amended and Restated Declaration, may be assessed to and collected from the responsible Owner, the Association shall have the right to declare all unpaid portions of any Annual Assessment for the pertinent fiscal year (and for any future fiscal year in which said delinquency continues), and all unpaid portions of any Special Assessment, if applicable, immediately due and payable.

**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 lien which might arise against an Owner’s Lot under Article IX or any other provision of this Amended and Restated 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 Amended and Restated Declaration. 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 a portion or all of the Annual Assessment and/or a 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:

- (1) The Affiant’s capacity to make the Affidavit;
- (2) The authority for the lien,
- (3) The amount outstanding, exclusive of interest, costs, attorney fees and future Assessments;
- (4) The legal description of the subject Lot; and
- (5) 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 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 they 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.

**Section 3. Default of an Owner.** Any default of the Governing Documents by an Owner, Non-Owner Occupant, or guest, shall entitle the Association or another Owner to the following relief:

**A. Legal Action.** Failure to comply with any of the terms and provisions of the Association’s Governing Documents 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 or Non-Owner Occupant, or guest, the Association shall be entitled to recover from the Owner and Non-Owner Occupant, 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 IX of this Amended and Restated Declaration.

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. 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.

**C. Removal and Abatement.** The violation of any of the provisions of the Governing Documents 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 IX of this Amended and Restated Declaration.

**D. Assessment of Fines.** The violation of any of the provisions of the Governing Documents by any Owner, in addition to the rights set forth above, shall be grounds for assessment of monetary fines against the Owner by the Association, acting through its duly constitute Board of Directors. The 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 XV shall be construed as to prevent the Association from pursuing any other remedy under the Governing Documents and 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 Amended and Restated Declaration may, in its sole discretion, make changes to any of the fines stated herein (including, without limitation, indexing and adjusting such fines to the rate of inflation), to the

periodicity of fines, and may adopt alternative fines in accordance with duly adopted Rules and Regulations promulgated in compliance with this Amended and Restated Declaration. 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 this Amended and Restated Declaration.

Upon any violation or default of the Governing Documents being alleged by the Board of Directors, the procedures outlined in the following Subsections below shall be followed.

(1) **Notice - Generally.** All Notices regarding violations (“Notices”) shall include a description of the factual nature of the alleged offense and reference the corresponding provision of the Governing Documents. All Notices and other correspondence regarding violations and fines shall be sent by first class mail (postage prepaid), email, or personally delivered to the representative of the Owner at the address as shown in the notice required to be filed with the Association pursuant to Article V, Section 3 of this Amended and Restated Declaration. Notices of alleged violations which are not ultimately upheld by the Board of Directors will remain on file for continuity of policy and historical purposes, but shall not be counted in the fine schedule or for the purpose of imposing any subsequent fines upon the Owner.

(2) **Courtesy Notification.** The first correspondence regarding an alleged violation or default of the Governing Documents may be a *courtesy notification* and may provide the Owner an opportunity to correct the alleged violation within ten (10) calendar days from the date of the courtesy notification. Failure to correct the alleged violation within the 10-day period will result in further action by the Board of Directors, including formal violation Notices and corresponding fines.

(3) **First Violation Notice with Opportunity to Defend.** A *First Violation Notice* shall provide the Owner with an opportunity to address the Board of Directors and to offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next regularly scheduled meeting or at a Special Meeting held at the Board’s earliest convenience, but in no event shall the hearing take place fewer than ten (10) days from the date of the First Violation Notice.

(4) **Default.** Failure of an Owner to respond to the First Violation Notice in writing within thirty (30) days of the date of the First Violation Notice, or the Owner’s failure to attend a scheduled hearing before the Board of Directors on such alleged violation shall result in the alleged violation being upheld by default.

(5) **Hearing and Decision.** If, after hearing the response of the Owner and reviewing the matter, the Board of Directors determines, by majority vote of a quorum of the Board, that the alleged violation did not occur, the matter will be dismissed. If the Board determines that a violation did occur but was corrected prior to the hearing, the Board may waive the corresponding fine and dismiss the matter. If the Board determines that a violation did occur, the Board may levy the corresponding fine identified in Subsection 3(D)(8) below against the Owner’s Lot.

If the Board of Directors determines that a violation did occur but cannot be corrected expeditiously due to weather, lack of materials or labor, unforeseen circumstances, or Acts of God, the Board may grant an extension for the violation to be corrected. If the violation is not corrected or if the Owner fails to notify the Board in writing that the violation has been corrected within the terms of the extension, the Board may levy the corresponding fine identified in Subsection 3(D)(8) below against the Owner’s Lot.

A letter will be mailed to the Owner after the hearing, stating the Board of Directors’ decision regarding the First Violation Notice. The decision of the Board shall be made in the exercise of its business judgment, shall be final, and may not be appealed. The Board shall issue a written notice of its decision within ten (10) days after the hearing. The Board’s Decision Notice shall indicate that the Owner has five (5) days from the date of the Notice to correct the violation, in order to avoid a Second Violation Notice and corresponding fine. If the violation is corrected within five (5) days from the date of the Board’s decision notice, the Owner must notify the Board in writing of that fact. The matter will then be dismissed.

(6) **Second and Third Violation Notices.** If the violation is not corrected or if the Owner fails to notify the Board of Directors in writing that the violation has been corrected within five (5) days from the date of the Board’s Decision Notice, a Second Violation Notice will be issued, and the corresponding fine identified in Subsection 3(D)(8) below will be levied against the Owner’s Lot. Subsequent Violation Notices will be issued, and corresponding fines will be levied if the violation is not corrected within five (5) days from the date of the previous Violation Notice.

(7) **Fourth and Subsequent Violation Notices.** After the Fourth Violation Notice has been issued, additional Violation Notices regarding an uncorrected violation may be sent to an Owner every thirty (30) days, or as often as determined by the Board of Directors, with a \$100.00 fine being levied every five (5) days until the Owner has notified the Board in writing that the violation has been corrected.

(8) **Fine Amounts.** Upon a determination that a violation of any of the provisions of the Governing Documents has occurred and has not been corrected, the following fines may be levied:

First Violation	No fine shall be levied
Second Violation	\$25.00 fine
Third Violation	\$50.00 fine
Fourth and Subsequent Violations	\$100.00 fine

The fines levied pursuant to this Subsection 3(D)(8) are cumulative and shall be assessed against the Owner’s Lot. The fines shall be due and payable thirty (30) calendar days from the date of the notice of fine sent to the 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 Amended and Restated Declaration for non-payment of Assessments.

**E. Reporting an Alleged Violation.**

(1) Notices may be issued immediately to an Owner for any alleged violation that comes to the attention of the Board of Directors. Owners who desire to bring an alleged violation to the attention of the Board must submit a written complaint regarding the alleged violation to the Board via the Association’s website, email, or P.O. Box. The complaint should include any and all information that might be relevant to the alleged violation, including, without limitation, an adequate description of the nature of the alleged violation, specific dates, times, names, addresses, the location where the alleged violation occurred, pictures, as well as any other pertinent details.

(2) The name, address, email address, and telephone number of the Owner alleging a violation must be included in their written complaint to the Board of Directors. Notices sent by the Association to the alleged violator will not cite the name of the complainant; however, the complainant may be asked to appear at a hearing as a witness if the alleged violation is disputed.

**Section 4. Failure to Enforce Rights.** 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 and Remedies.** All rights, remedies, and privileges granted to the Association or any Owner under any terms, provisions, covenants, or conditions of the Governing Documents, in law or equity, shall be cumulative and not exclusive. The exercise of any one or more of these rights, remedies, or privileges 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, remedies, or privileges which may be available to such party under the Governing Documents, at law, or in equity.

**Section 6. Owner’s Right to Enforce the Governing Documents.** An Owner may maintain an action against the Association and its Directors and Officers 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.

An Owner who is the prevailing party in any dispute between an Owner and the Association or its Directors or Officers may recover their reasonable attorneys’ fees and costs incurred in the dispute, subject to all of the following conditions and limitations:

A. The Owner’s right to recover attorney’s fees and costs from the Association or its Directors or Officers shall not apply to any fees or costs incurred by the Owner which arise out of or relate to any action or effort by the Association to collect any unpaid Assessments or

other amounts owed or alleged to be owed by the Owner to the Association, regardless of whether the Owner prevailed on a claim or defense against the Association or its Directors or Officers over such matter;

B. The Owner may not recover any pre-litigation attorney’s fees or costs; and

C. The Owner’s claim or action for which the attorney’s fees or costs were incurred involved at least one of the following types of claims or disputes:

(1) A dispute over the enforcement or interpretation of the Governing Documents;

(2) A claim by the Owner to enforce a legal right that they have under the Act, or other applicable law; or

(3) A claim by the Owner brought against the Association’s Directors or Officers, including, but not limited to, a tort claim which arises out of or relates to any action or inaction taken by the Director or Officer while acting in their capacity as Director or Officer on behalf of the Association.

## **ARTICLE XVI**

### **DURATION AND AMENDMENTS**

**Section 1. Duration.** The covenants, conditions, restrictions, and agreements of this Amended and Restated Declaration, as they may be amended from time to time, shall continue in full force and effect, and shall run with and bind the Lots, Common Areas, and Roadways, and shall inure to the benefit of, and be enforceable by the Association, or any Owner, their respective legal representatives, heirs, successors, and/or assigns until or unless the Amended and Restated Declaration is terminated, pursuant to Section 6 below.

**Section 2. Proposed Amendments.** Amendments may be made to this Amended and Restated Declaration at any time. All amendments to this Amended and Restated Declaration that are approved in accordance with the requirements stated in this Article XVI, Section 4 shall take immediate effect upon their recording with the Register of Deeds.

Amendments to this Amended and Restated Declaration may only be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors, or by a written instrument signed by Owners representing at least thirty-three and 33/100 (33.33%) percent in number of all of the Lots in the Subdivision. 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 Amended and Restated Declaration at least ninety (90) days before a vote of the membership may be held on the amendments. Such notice may be made through Electronic Transmission, as defined in Article I, Section 13 above.

No amendment to this Amended and Restated Declaration may do the following:



- A. Eliminate the eligibility of any Owner to vote, or change the basis for voting;
- B. Purpose to have any retroactive effect;
- C. Change the super-majority voting requirement, or the restrictions on amendments contained in this Section 2;
- D. Effect or diminish any obligation, responsibility, or liability of the Association, or the Owners, which is established in the Declaration or any contract, agreement, or undertaking contemplated by the Declaration, in any case, as such may be amended;
- E. Alter the use of the Common Areas or Roadways; or
- F. Limit or eliminate, generally, the right of Members to use and enjoy the Common Areas and Roadways, as specified and defined in the Declaration.

Any and all amendments affecting the Common Areas or Roadways shall be subject to the approval of Canton Township, if such approval is required.

**Section 3. Membership Meetings Regarding Amendments.** The Board may, in its sole discretion, call a meeting of the membership to discuss and review any proposed amendment with the Owners that would require a vote of the Owners under this Amended and Restated Declaration. The actual vote on the amendments may (but need not) take place at this same membership meeting. The quorum requirement for such a meeting, if one is called, shall be the same as the quorum requirement set forth in Article VI Section 8, and may be met by in person, proxy, or written ballot.

**Section 4. Voting by Written Ballot.** The covenants, conditions, restrictions, and agreements of this Amended and Restated Declaration may be amended at any time with the approval of at least sixty-six and 67/100 (66.67%) percent of 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 the Owner or the Lot's Designated Voting Representative, the document need not be signed by all of the Owners of the Lot. In such event, the signature of the Lot's Designated Voting Representative shall be sufficient to indicate that approval of the amendments by the Lot's Owners has been received.

Notwithstanding any other provision of this Amended and Restated Declaration, the Association may conduct a Lot Owner vote on proposed amendments solely by written ballot under Section 408 of the Nonprofit Corporation Act and this Amended and Restated Declaration as long as at least one (1) meeting of the membership has been held to discuss and review the proposed amendments prior to the written ballot vote.

**Section 5. Effective Date.** As indicated in the Recitals above, this Amended and Restated Declaration of Covenants and Restrictions dated \_\_\_\_\_, 2022 shall be effective three (3) years from the date of recording of this Amended and Restated Declaration, in accordance with Article VIII, Section 6 of the Original Declaration. All future amendments to this Amended and Restated Declaration dated \_\_\_\_\_, 2022 that are approved in accordance with the requirements stated in this Article XVI, Section 4 shall take immediate effect upon their recording with the Wayne County Register of Deeds.

A copy of each amendment to the Declaration shall be distributed to the Owners via regular mail or email after adoption and recording with the Wayne County Register of Deeds; provided, however, that any amendment to the Declaration adopted in accordance with this Article XVI shall be binding upon all persons who have an interest in the Subdivision, regardless of whether such persons actually receive a copy of the amendment.

**Section 6. Termination.** This Amended and Restated Declaration may only be terminated upon the written approval of those Owners who represent at least seventy-five percent (75%) of all Lots in the Subdivision. Such approvals may only be obtained by the voting methods set forth in Section 4 above.

## **ARTICLE XVII OTHER GENERAL PROVISIONS**

**Section 1. Applicability of Township Ordinances.** The Subdivision, Association, and Owners are subject to the ordinances of Canton Township, and the terms and conditions of such ordinances shall govern the Subdivision, anything herein to the contrary notwithstanding.

**Section 2. Insurance Proceeds.** All proceeds of any insurance maintained with respect to any assets of the Association, the Common Areas, and all proceeds of any condemnation proceedings or sales in lieu of condemnation relating to the assets of the Association or the Common Areas 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 3. 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 Amended and Restated Declaration.

**Section 4. Transfer of Rights and Powers.** Declarant, Sunflower Seven Associates, reserved the unequivocal right to assign to the Association, in whole or in part, from time to time, any or all of the rights, powers, titles, easements, and estates reserved by, or given to, the Declarant, including, without limitation, any right or power to approve or disapprove any use, act, proposed action, or other matter or thing. Any such transfer or assignment shall be made by appropriate written instrument, recorded among the records of the Wayne County Register of Deeds, and such assignee shall have the same rights and powers, and be subject to the same obligations and duties

as given and reserved to and assumed by Declarant in connection with the rights, powers, and easements so assigned, and such instrument, when executed by such assignee, shall, without further act, release the Declarant from all obligation, duty, and liability in connection therewith.

**Section 5. Captions.** The captions contained in this Amended and Restated 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.

**Section 6. Number and Gender.** As used in this Amended and Restated Declaration, any gender shall include any other gender, the plural shall include the singular and the singular shall include the plural, whenever appropriate.

**Section 7. Conflicting Provisions.** In the event of a conflict between the provisions of this Amended and Restated Declaration and the Articles of Incorporation, as they may be amended from time to time, the provision of this Amended and Restated Declaration shall control.

**Section 8. Severability.** In the event that any of the terms, provisions, or covenants of this Amended and Restated Declaration or the Governing Documents 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 such documents or the remaining portions of any terms, provisions, or covenants held to be partially invalid or unenforceable.

**Section 9. Nondiscrimination Policy 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, sexual orientation, gender identity, familial status (including children under the age of eighteen (18) years living with parents or legal custodians), pregnant women, people securing custody of children under the age of eighteen (18) years, disability, or LGBTQ 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 permits reasonable modifications of the Property, Lots, Dwellings, Common Areas, and Roadways where necessary or appropriate to comply with Fair Housing laws.

PHEASANT VIEW ASSOCIATION, INC.,  
a Michigan nonprofit corporation

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

Its: President



**EXHIBIT A**

**Description of the Subdivision**

Lots 1 through 162, both inclusive, Windridge Park North (Private Park) and Windridge Park South (Private Park), Pheasant View Subdivision, part of the Southwest one-quarter (¼) of Section 21, and part of the Northwest one-quarter (¼) of Section 28, Town 2 South, Range 8 East, Canton Township, Wayne County, Michigan, according to the Plat thereof recorded in Liber 108, Pages 90, 91, 92, and 93 of Plats, Wayne County Records.

**EXHIBIT B**

[WRITTEN CONSENTS OF APPROVAL FOR THE AMENDMENT]