

ASHFORD VILLAGE HOMEOWNERS ASSOCIATION

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Amended

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Lawrence Kestenbaum, Washtenaw Co



AMENDED AND RESTATED
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR
ASHFORD VILLAGE

This Amended and Restated Declaration of Easements, Covenants and Restrictions for Ashford Village ("Declaration") is made this 11th day of March, 2022, by the Ashford Village Homeowners Association, whose address is c/o RTI Property Management LLC, 11750 Highland Rd., Ste. #500, Hartland, MI 48353 (hereinafter referred to as the "Association").

RECITALS

WHEREAS, TRI-MOUNT/ASHFORD VILLAGE DEVELOPMENT CO., INC., a Michigan corporation, was the original grantor of the following property located in the Township of Pittsfield, Washtenaw County, Michigan:

Lots 1 to 50, inclusive, Ashford Village Subdivision No. 1, as recorded in Liber 29 of Plats, Pages 22 to 25 inclusive, Washtenaw County Records (hereinafter referred to as "Subdivision No. 1"); and

WHEREAS, Declarant created the Declaration of Restrictions dated December 14, 1993, recorded at Liber 2927, Pages 826 to 843 inclusive, Washtenaw County Records (the "Original Declaration"), for the benefit of all Lot Owners in Subdivision No. 1; and

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

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ASHFORD VILLAGE HOMEOWNERS ASSOCIATION

WHEREAS, the Declarant reserved to itself the right in the Original Declaration to amend said Declaration to subject additional subdivisions, lots and common areas to the Original Declaration, and to make the Owners of the Lots in such Subdivisions members of the Association; and

WHEREAS, the Declarant deemed it desirable for the efficient preservation of the values and amenities in the Subdivisions to create a legal entity, the Association, to which it assigned the powers and duties of maintaining and administering the Subdivision's Common Areas, and of collecting and disbursing assessments and charges created in the Original Declaration, and of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners; and

WHEREAS, Declarant later amended the Original Declaration through a First Amendment to Declaration of Easements, Covenants, and Restrictions for Ashford Village dated December 3, 1994, recorded on January 13, 1995, in Liber 3070, Pages 686 to 689 inclusive, Washtenaw County Records, which added the following property to the land that is subject to the Declaration:

Lots 51 to 103 inclusive, Ashford Village No. 2, as recorded in Liber 30 of Plats, Pages 3 to 6 inclusive, Washtenaw County Records (hereinafter referred to as "Subdivision No. 2"); and

WHEREAS, Declarant later amended the Original Declaration through a Second Amendment to Declaration of Easements, Covenants, and Restrictions for Ashford Village dated January 6, 1995, recorded on February 9, 1995, in Liber 3079, Pages 76 to 78 inclusive, Washtenaw County Records, which added the following property to the land that is subject to the Original Declaration:

Lots 104 to 154 inclusive, Ashford Village No. 3, as recorded in Liber 30 of Plats, Pages 55 to 58 inclusive, Washtenaw County Records (hereinafter referred to as "Subdivision No. 3"); and

WHEREAS, Declarant later amended the Original Declaration through a Third Amendment to Declaration of Easements, Covenants, and Restrictions for Ashford Village dated May 11, 1995, recorded on May 17, 1995, in Liber 3108, Pages 552 to 556 inclusive, Washtenaw County Records, which revoked, replaced and superseded the First Amendment referenced herein; and

WHEREAS, Declarant later amended the Original Declaration through a Fourth Amendment to Declaration of Easements, Covenants, and Restrictions for Ashford Village dated December 7, 1995, recorded on February 16, 1996, in Liber 3217, Pages 379 to 385 inclusive, Washtenaw County Records, which revoked, replaced and superseded the first three amendments to the Original Declaration referenced herein, and which consolidated and clarified the first three amendments as provided in the Fourth Amendment; and

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WHEREAS, Declarant later amended the Original Declaration through a Fifth Amendment to Declaration of Easements, Covenants, and Restrictions for Ashford Village dated April 18, 1996, recorded on July 18, 1996, in Liber 3290, Pages 811 to 814 inclusive, Washtenaw County Records, which added the following property to the land that is subject to the Original Declaration:

Lots 155 to 188 inclusive, Ashford Village No. 4, as recorded in Liber 30 of Plats, Pages 74 to 75 inclusive, Washtenaw County Records (hereinafter referred to as "Subdivision No. 4"); and

WHEREAS, Declarant later amended the Original Declaration through a Sixth Amendment to Declaration of Easements, Covenants, and Restrictions for Ashford Village dated March 4, 1997, recorded on July 22, 1997, in Liber 3464, Pages 127 to 130 inclusive, Washtenaw County Records, which added the following property to the land that is subject to the Original Declaration:

Lots 189 to 270 inclusive, Ashford Village No. 5, as recorded in Liber 31 of Plats, Pages 1 to 6 inclusive, Washtenaw County Records (hereinafter referred to as "Subdivision No. 5"); and

WHEREAS, Declarant later amended the Original Declaration through a Seventh Amendment to Declaration of Easements, Covenants, and Restrictions for Ashford Village dated November 25, 2002, recorded on February 13, 2003, in Liber 4219, Pages 138 to 142 inclusive, Washtenaw County Records, which added the following property to the land that is subject to the Original Declaration:

Lots 271 to 315 inclusive, Ashford Village No. 6, as recorded in Liber 34 of Plats, Pages 16 to 19 inclusive, Washtenaw County Records (hereinafter referred to as "Subdivision No. 6"); and

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

WHEREAS, the Association's Board of Directors has proposed certain changes to the terms of the Original Declaration, as amended, which are contained herein, and which have been approved via a written instrument signed by the Owners of not less than fifty-one percent (51%) of the Lots in the Subdivisions, in accordance with Article IX, Section 3 of the Original Declaration; and

WHEREAS, the Uniform Electronic Transactions Act, MCL 450.835a, provides that if restrictive covenants apply to more than 250 lots of real property in a single development and the law of this state allows the owners of the real property to amend, reaffirm, or repeal the restrictive covenants, the owner of a lot that is subject to the restrictive covenants may consent to amend, reaffirm, or repeal the restrictive covenants, in whole or in part, by an electronic signature; and

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WHEREAS, the Subdivision that is subject to the Original Declaration, as amended, consists of more than 250 Lots; and

WHEREAS, the written instruments signed by the Lot Owners which indicate the approval of fifty-one (51%) percent of all of the Lot Owners to the amendments contained in this Declaration are the signed written consents (including written consents that were electronically signed by Lot Owners) attached hereto as Exhibits B-1 through B-181, all of which are hereby incorporated by reference into this Declaration;

WHEREAS, the Association desires to promote the proper use and appropriate development, enhancement and improvement of the Property; to protect the Owners of the Property against improper use of surrounding Lots and/or parcels as may depreciate the value of the Property; to guard against the construction of buildings with improper or unsuitable materials; to promote adequate and reasonable development of the Property; to 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; to provide for the maintenance of the Common Areas, and to this end desires to subject the Subdivisions 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 Subdivisions and each Owner of a Lot therein; to promote high standards of maintenance and operation of open areas, facilities and services for the benefit and convenience of all Lot Owners and residents; and, in general, provide for a residential subdivision of the highest quality and character;

NOW, THEREFORE, the Association hereby re-declares and affirms that the real property described on the attached Exhibit "A" is, and any parcels and/or lots into which the Property may be divided is, and shall be, used, owned, held, conveyed, occupied, and sold expressly subject to the following conditions, easements, covenants, restrictions, reservations, and grants, and to such other conditions, covenants, restrictions, reservations, and grants which may be hereafter recorded with respect to the Property, all of which conditions, covenants, restrictions, reservations, and grants which are for the benefit of all Lot Owners, and which shall run with and bind the Property and all parties having any right, title, or interest in the Property or any part thereof, or improvements thereon, as well as their respective heirs, personal representatives, successors and assigns.

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

ARTICLE I

DEFINITIONS

*AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS
ASHFORD VILLAGE HOMEOWNERS ASSOCIATION*

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

Section 2. Association. The term “Association” shall mean the Ashford Village Homeowners Association, a Michigan Non-Profit corporation, of which all Lot Owners shall be Members. The Association shall administer, operate, manage and maintain the Subdivisions in accordance with the Declaration and other Governing Documents.

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

Section 3. Ballot. “Ballot” means an instrument in writing or electronic form that is designed to record the vote or votes of members under Section 408 (MCL 450.2408) or Section 409 (MCL 450.2409) of the Michigan Nonprofit Corporation Act, or at a vote conducted at a meeting of the members.

Section 4. Board of Directors, Board. The “Board of Directors” or “Board” means the Board of Directors of the Ashford Village Homeowners Association.

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

Section 6. Common Areas. “Common Areas” shall mean those areas of land within the Subdivisions (including the improvements thereto) now or hereafter owned by the Association for the common use and enjoyment of the Owners and, in addition, the 20-foot strip of land adjoining the Subdivision along Crane Road, Munger Road, and Textile Road.

Section 7. Declarant. “Declarant” shall mean Tri-Mount/Ashford Village Development Co., Inc., a Michigan corporation, and its successors and assigns.

Section 8. Declaration. “Declaration” shall mean this Amended and Restated Declaration of Easements, Covenants and Restrictions and any amendments to this Declaration as may be recorded with the Washtenaw County Register of Deeds.

Section 9. Default, Owner Fault. “Default” or “Owner Fault” means any action or any refusal or failure to act (including, without limitation, intentional acts, negligence, gross negligence, misuse, omissions, neglect, misfeasance, or malfeasance) which renders an Owner, Tenant or Non-Owner Occupant in noncompliance with or in breach of any of the Association’s Governing Documents or any legal duty otherwise owed by the person to the Association, to other Owners, or to third parties.

Section 10. Dwelling. “Dwelling” shall mean the single-family residence constructed on a Lot within any of the Subdivisions, and all structures and improvements relating thereto.

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Section 11. Easement. An “Easement” shall mean any interest in real estate which gives one entity the right to use another’s land for a specified purpose. As used in the Association’s Governing Documents, the term shall also have such further meaning as provided by Michigan common law.

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

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

Section 13. Good Standing. A Lot Owner in “Good Standing” means an Owner whose assessment and all other payment or performance obligations to the Association, as determined by the Board of Directors, are not in arrears, and who is not otherwise in default of any provisions of the Association’s Governing Documents. An Owner must be in “Good Standing” in order to be entitled to vote under the Act and the Governing Documents.

Section 14. Governing Documents. The Association’s “Governing Documents” shall mean this Declaration, the Association’s Amended and Restated Articles of Incorporation, as well as any rules or regulations duly adopted by the Board in accordance with the Declaration, as any of said Governing Documents as might be amended from time to time.

Section 15. Indemnify. To “Indemnify” shall mean to insure or contract a person against future loss or damage; to give security for the reimbursement of a person in case of an anticipated loss falling upon them; to make good, reimburse or compensate for past loss or damage; to contractually shift the liability for a loss from one person who is held legally responsible for that loss to another person.

Section 16. Lot. A “Lot” shall mean each numbered unit of land designated for residential use and the construction thereon of a single-family Dwelling, as identified on the recorded plats with respect for each of the Subdivisions.

Section 17. Member. “Member” shall mean those persons entitled to membership in the Ashford Village Homeowners Association, as provided in this Declaration. 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 18. Mortgagee. “Mortgagee” means the named mortgagee or owner of any

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mortgage on all or any portion of the Subdivision or any Subdivision Lot.

Section 19. Non-Owner Occupant. “Non-Owner Occupant” means any person or entity which holds a possessory right or interest or otherwise occupies a Lot by any means whatsoever, whether by lease or rental agreement, as well as without the payment of rent or any other consideration to the Owner, or otherwise.

Section 20. Owner. “Owner” shall mean a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who or which owns record fee simple title to one or more Lots in the Subdivision, regardless of whether the Lot is owned by one or more persons or entities.

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

The term “Owner” shall not include any mortgagee or any other person or entity having an interest in a Lot merely as security for the performance of an obligation, unless and until such mortgagee or other person or entity shall have acquired fee simple title to such Lot by foreclosure or other proceeding or conveyance in lieu of foreclosure. When more than one person or entity is the Owner of a Lot, all such persons or entities shall be Members.

Section 21. Plat. “Plat” shall mean and refer to the plat of any or all of the Subdivisions recorded in the office of the Washtenaw County Register of Deeds.

Section 22. Plurality. “Plurality” in regard to the election of Directors means that the persons who receive the most votes out of all the persons who were candidates in the election are elected to the Board regardless of whether a majority of all of the Lots in the Subdivision voted in favor of such persons.

Section 23. Proper Purpose. “Proper purpose” means a purpose that is reasonably related to a person’s interest as a member of the Association, as that term is further defined in the common law of Michigan and the Nonprofit Corporation Act.

Section 24. Property. The term “Property” shall mean that certain real property described on Exhibit “A” hereto. The term “Property” shall be synonymous with the term “Subdivision.”

Section 25. Quorum. The term, “Quorum” means the minimum number of members who must be present at the meeting of a deliberate assembly for business to be validly transacted.

Quorum for Board meetings is addressed in Article VI, Section 14.

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Quorum for Association meetings is addressed in Article V, Section 5 and Article VII, Section 4.

Section 26. Record. “Record” means to record as provided by Michigan law relating to the recording of deeds or other evidences of title or any interest in a Lot or the Subdivision.

Section 27. Resident Owner. The term “Resident Owner” means an Owner who maintains a Lot and Dwelling within the Subdivisions as their primary residence.

Section 28. Right to Inspect. “Right to inspect” includes the right to examine, 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 Nonprofit Corporation Act, or as provided for in the Governing Documents.

Section 29. Subdivision. “Subdivision” shall mean the single-family residential subdivisions known as the Ashford Village Subdivisions No. 1, No. 2, No. 3, No. 4, No. 5, and No. 6, pursuant to the recorded final plats for each such Subdivision, together with all Common Areas pertaining thereto.

The Subdivisions are more specifically identified as follows:

Ashford Village Subdivision No. 1, Lots 1 to 50 inclusive, recorded in Liber 29 of Plats, Pages 22 to 25 inclusive, Washtenaw County Records.

Ashford Village No. 2, Lots 51 to 103 inclusive, recorded in Liber 30 of Plats, Pages 3 to 6 inclusive, Washtenaw County Records.

Ashford Village No. 3, Lots 104 to 154 inclusive, recorded in Liber 30 of Plats, Pages 55 to 58 inclusive, Washtenaw County Records.

Ashford Village No. 4, Lots 155 to 188 inclusive, recorded in Liber 30 of Plats, Pages 74 to 75 inclusive, Washtenaw County Records.

Ashford Village No. 5, Lots 189 to 270 inclusive, recorded in Liber 31 of Plats, Pages 1 to 6 inclusive, Washtenaw County Records.

Ashford Village No. 6, Lots 271 to 315 inclusive, recorded in Liber 34 of Plats, Pages 16 to 19 inclusive, Washtenaw County Records.

The terms, “Subdivision,” “Ashford Village,” and “Ashford Village Subdivision,” when used in the Association’s Governing Documents, shall mean and refer to all of the above listed Subdivisions collectively unless otherwise indicated.

Section 30. Township. “Township” shall mean the Charter Township of Pittsfield, Washtenaw County, Michigan, a Michigan municipal corporation.

Section 31. Volunteer. “Volunteer” means an individual who performs services for the Association, other than services as a volunteer Director, and who does not receive compensation or any other type of consideration for the services other than reimbursement for reasonable expenses actually incurred.

ARTICLE II

HOMEOWNERS ASSOCIATION

Section 1. Creation and Purpose. The Subdivision is and shall be managed by the Ashford Village Homeowners Association, a Michigan non-profit corporation created in accordance with the Act.

The Association shall have such powers as are enumerated in this Declaration, as well as in the Association’s Articles of Incorporation.

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

Section 2. Membership. Each Owner of a “Lot” in the Subdivision shall, upon the acquisition of title to such Lot, automatically become a Member of the Association.

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

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

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

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

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

ARTICLE III

PROPERTY SUBJECT TO THIS DECLARATION

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

Section 2. Owners' Easements of Enjoyment – Common Areas. Each Owner of a Lot in the Subdivision shall have right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title of every Lot.

Title to the Subdivision's Common Areas shall be vested in the Association, subject to the rights and easements of enjoyment in and to such Common Area by the Owners. Said easement of enjoyment shall not be personal, but shall be considered to be appurtenant to the Lots and shall pass with the title to the Lots whether or not specifically set forth in the deeds of conveyance of the Lots.

Each Owner and their respective successors and assigns shall have appurtenant, non-exclusive and perpetual easements for pedestrian ingress and egress over the Common Areas.

Section 3. Limitations of Easements. The rights and easements of each Lot Owner in and to the Common Areas shall be subject to the following prior rights of the Association, the Declarant and/or third parties, in addition to other limitations set forth in this Declaration.

(a) The right of the Association to levy and collect assessments, as set forth in Article VII, below;

(b) The right of the Association to suspend the voting rights and right to use the Common Areas by any Owner who is not in Good Standing for as long as the Owner is not in Good Standing, and for an additional period thereafter not to exceed sixty (60) days;

(c) The right of the Association (through its Board of Directors) to grant easements over, under or across any part of the Common Areas, or to dedicate, grant 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, grant or transfer shall be effective unless an instrument agreeing to such dedication signed by those Members who represent at least fifty-one per cent (51%) of the Lots in the Subdivision has been recorded. Such a grant, dedication or transfer is subject to court approval pursuant to MCL 560.222;

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- (d) Easements shown on the recorded plats of any of the Subdivisions.

Section 4. Delegation of Use. Any Owner may delegate, in accordance with this Declaration, their right of enjoyment and use to the Common Areas to the members of their family, or their invitees, tenants or purchasers who may reside on their Lot, subject to the Articles of Incorporation, this Declaration, and any rules and regulations adopted by the Board.

Section 5. Utility and Storm Drainage Easements. The Property is subject to the following easements:

(a) Easements for the installation, maintenance, repair, replacement, modification and/or removal of utilities, underground television cable, sanitary and storm sewer lines, water mains, drainage lines, surface drainage swales and any other improvements which serve the Subdivision.

(b) Private easements for public utilities as shown on the Plats for the Subdivision.

(c) No buildings may be constructed or maintained over or on any easements; provided, however, that plantings or other lot line improvements shall be allowed, so long as they do not violate the provisions of this Declaration and do not interfere with, obstruct, hinder or impair the drainage plan of the Subdivision, and so long as access shall be granted, without charge or liability for damages, for the installation, maintenance, repair, replacement, modification and/or removal of the utilities, drainage lines and/or additional facilities.

Section 6. Establishment of Drainage District. Subject to a perpetual and pertinent easement in favor of Washtenaw County Drain Commissioner, the Ashford Village Drainage District and its successors, assigns and transferees, in, over, under and through the property included in the Subdivision, which easement may not be amended or revoked, except with written approval of Washtenaw County Drain Commissioner, the Ashford Village Drainage District, and which contains the following terms and conditions and grants the following rights:

(a) The easement shall be for the purposes of developing, establishing, constructing, repairing, maintaining, deepening, cleaning, widening and performing any associated construction activities and grading in connection with any type of drainage facilities or storm drains in any size, form, shape or capacity.

(b) Washtenaw County Drain Commissioner, the Ashford Village Drainage District, shall have the right to sell, assign, transfer or convey this easement to any other governmental unit.

(c) No Owner in the Subdivision shall build or convey to others any permission to build any permanent structures on the said easement.

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(d) No Owner in the Subdivision shall build or place on the area covered by the easement any type of structure, fixture or object or engage in any activity or take any action or convey any property interest or right that would in any way either actually or threaten to impair, obstruct or adversely affect the rights of the Washtenaw County Drain Commissioner, the Ashford Village Drainage District under said easement.

(e) The Washtenaw County Drain Commissioner, the Ashford Village Drainage District, and its agents, contractors and designated representatives shall have the right of entry and to gain access to the easement property.

(f) All Owners in the Subdivision release the Washtenaw County Drain Commissioner, the Ashford Village Drainage District and its successors and assigns or transferees from any and all claims to damages in any way arising from or incident to the construction and maintenance of a drain or sewer or otherwise arising from or incident to the exercise by the Washtenaw County Drain Commissioner, the Ashford Village Drainage District, of its rights under the said easement, and all Owners covenant not to sue the Washtenaw County Drain Commissioner, the Ashford Village Drainage District, for any such damage. The rights granted to the Washtenaw County Drain Commissioner, the Ashford Village Drainage District and its successors and assigns may not, however, be amended without the written consent of the Washtenaw County Drain Commissioner, the Ashford Village Drainage District hereunder. Any purported amendment or modification of the rights granted hereunder shall be void and without legal effect unless agreed to in writing by the Washtenaw County Drain Commissioner, the Ashford Village Drainage District, its successors and assigns.

Section 7. Use of Common Areas. The Common Areas contained within the Subdivision shall be for the use and benefit of all Owners of Lots in the Subdivision.

Section 8. Storm Drainage Management. The Subdivision and every Lot therein are subject to the following requirements relating to maintenance of the storm drainage system:

(a) The Ashford Village Drainage District is defined as all areas within Subdivision, as defined in this Declaration, as amended, and as shown on the final plats for the Subdivisions.

(b) The Association shall be responsible for maintaining, repairing, and/or replacing any storm drainage elements within the Subdivision. The storm drainage system includes Storm Water Detention Basins I, II and III, and 22 Retention Areas IV, V, VI and VII, together with all inlets, catch basins, yard drains, manholes and piping.

(c) Neither the Association nor any Lot Owner may use any herbicide within ten (10) feet of an established drain easement.

(d) The Association shall organize and carry out effectively, and on a timely basis, the maintenance of the storm drainage system in accordance with the maintenance schedule that is attached as Exhibit "C" hereto.

(e) After the initial installation, the maintenance and replacement of all temporary and permanent soil erosion measures shall be the responsibility of the Association, and shall be financed on an annual basis by assessments against each Homeowner within Ashford Village.

Section 9. Entrance Signage. The Association shall own and maintain the signs at the entrances of the Subdivision. The Association shall have the right to change the inscription, as long as it still bears the name, "Ashford Village." Such signage shall be located in the public right-of-way.

ARTICLE IV

VOTING

Section 1. Voting Rights. The Association shall have one (1) class of voting membership. Each Lot shall be entitled to one (1) vote. A Member shall be entitled to one (1) vote on each matter submitted to a vote of the Members for each Lot owned by the Member. The voting rights of Members shall be as further set forth in the Association's Articles of Incorporation and this Declaration.

When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as the Owners determine in accordance with Section 3 of Article IV, but in no event shall more than one vote be cast with respect to any one Lot.

Section 2. Eligibility to Vote. No Owner shall be entitled to vote at any Association or Board meeting until the Owner(s) have presented evidence of ownership of a Lot in the Subdivision to the Association. Land contract vendees shall be recognized as Owners unless the vendor provides the Association with a copy of the land contract expressly reserving voting privileges to the vendor.

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

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

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

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Representative.

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

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

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

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

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

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

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

Section 4. Voting. Votes may be cast in person, by proxy, or by a written ballot (including absentee ballots and ballots cast by email or via the Association's website) duly signed by a Lot Owner or by the Lot's designated voting representative who is not present at a given meeting in person or by proxy. In addition to the foregoing, votes may also be cast by means of electronic transmission to the fullest extent permitted by the Nonprofit Corporation Act.

Unless otherwise expressly prohibited elsewhere in the Governing Documents, members who are not present in person, by proxy or by written ballot at a meeting may nevertheless participate in a meeting by means of remote communication and may cast their votes by email, through the Association's website, or via any other means of electronic transmission.

Proxies and any written absentee ballots must be filed with the Secretary of the Association, or with such other person as the Association shall designate, at or before the appointed time of each meeting of the members of the Association. Such filings may be made by hand delivery, mail, fax, email, or by any method permitted by the Nonprofit Corporation Act, including all methods of electronic transmission or communication permitted by the Act.

Only Members in Good Standing may vote a proxy for another Owner. Notwithstanding the foregoing provisions of this Section 4, voting to remove or recall a Director from the Board shall only be conducted at a meeting in person, by proxy, written ballot, or by electronic transmission.

A proxy shall not extend beyond a period of 11 months, and every proxy shall automatically cease upon the sale of the Lot of the Member who granted the proxy.

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.

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

Any action which could be authorized at an annual or special meeting of the members, other than the removal or recall of Directors, may be 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 20 or more than 90 days after the date the Association provides the ballot to the members.

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

For actions approved by written ballot without a meeting, an action is considered approved 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 in Good Standing who were present in person, by proxy or by written ballot (including absentee ballot and ballots cast by email) was the same as the number of votes cast by written ballot.

ARTICLE V

MEMBERSHIP MEETINGS

Section 1. Place and Conduct of Meeting. Meetings of the Association shall be held at a 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.

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 of the Association, this Declaration, any duly adopted rules or regulations of the Association, and the laws of the State of Michigan.

Section 2. Annual Meetings; Agenda. The annual meetings of the Members of the Association shall be called by the Board of Directors during such month as the Board shall determine. At such meetings there shall be elected by ballot of the Members, a Board of Directors in accordance with the requirements of this Declaration. The Members may also transact such other business of the Association as may properly come before them.

At the annual meeting of Members, the order of business shall be as follows:

- (a) Calling the meeting to order;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Determination of quorum;
- (d) Reading of minutes of the last annual meeting;
- (e) Reports of officers;
- (f) Reports of committees;
- (g) Appointment of inspectors of election;

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(h) Election of Directors (at annual meeting or special meetings held for such purpose);

(i) Unfinished business;

(j) New business.

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

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Members as directed by resolution of the Board of Directors or upon a petition presented to the Secretary of the Association signed by the Members who represent one-third (1/3) of the Lots in the Subdivision.

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

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

The mailing, postage prepaid, of a notice to each Member at the address shown in the notice required to be given to the Association by each Member under Article IV, Section 3 (c) of this Declaration shall be deemed notice served. If the Lot Owners have not filed such a notice with the Association, then the Association's mailing of a meeting notice to any Lot owner at the Owner's address for their Lot in the Subdivision shall be deemed notice served. Any Member may, by written waiver of notice, signed by such Member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

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

Section 5. Quorum. Except for any provisions in this Declaration which might require a greater quorum for meetings on certain matters, the presence in person or by proxy or written ballot (including absentee ballot and ballots cast by email directed to the Board) of the Members representing twenty-five (25%) percent of the Lots in the Subdivisions in Good Standing shall constitute a quorum at all meetings of the Association. The written absentee ballot of any

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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.

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

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

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

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

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

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

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

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

- (a) An explanation of each major matter discussed at the meeting;

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(b) Each issue on which a vote is taken; and

(c) The number of votes for and against any matter on which a vote is taken.

The Board of Directors may, at its discretion, approve the annual meeting minutes of the Association after publishing or distributing the unapproved minutes to the membership and allowing thirty (30) days for comment.

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

At the Board's discretion, distribution and/or publishing of the minutes for purposes of this Section 9 may be made by posting the minutes on the Association's website in lieu of mailing them to the Owners.

ARTICLE VI

BOARD OF DIRECTORS

Section 1. Qualifications of Directors. The affairs of the Association shall be governed by a Board of Directors, all of whom must be Residents of the Subdivision and Members in Good Standing of the Association (or legal spouses of Members in Good Standing).

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

Only one person per Lot shall be eligible as a candidate notwithstanding the fact that the Lot might be jointly owned by two or more persons and/or entities.

Directors shall serve without compensation. No candidate for election or appointment to the Board of Directors shall be eligible to serve (or if already elected or appointed, to continue to serve) if they are not in Good Standing, as defined in Article I, Section 13 of this Declaration. If

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any Director shall at any time cease to be a Member of the Association in Good Standing, that person's position on the Board shall automatically be deemed to be vacant.

Tenant and Non-Owner Occupants of Dwellings in the Subdivision shall not be eligible to serve on the Board of Directors (with the exception of the legal spouses of Members as set forth above).

Section 2. Size; Terms of Office; Staggered Board. The Board of Directors shall be composed of at least three (3) persons who shall manage the affairs of the Association. Directors are elected by a plurality of the votes cast in the election.

Directors elected at the annual meeting shall take office at the first Board meeting that takes place after the annual meeting. Directors shall continue to serve until their successors are elected and take office.

The Board of Directors shall have staggered terms of office. The term of office for each Director shall be two (2) years.

In order to continue the staggered terms of office, at the first annual meeting after the adoption of this Declaration, two Owners shall be elected to two-year terms and one Owner shall be elected to a one-year term. At the second annual meeting after the adoption of this Declaration and at every Annual Meeting thereafter, new Directors shall be elected to replace those whose terms are up, for a two-year term.

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

Section 3. Powers and Duties. The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law, the Declaration, or the Articles of Incorporation of the Association, prohibited or directed to be exercised and done by the Members.

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

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

Section 4. Other Powers and Duties. In addition to the foregoing powers and duties imposed by the Governing Documents, or any further powers, duties or authorities which may be

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imposed by the Declaration, the Articles of Incorporation of the Association or by resolution of the Members of the Association, the Board of Directors shall be responsible specifically for the following:

(a) Managing and administering the affairs of and maintenance of the Association and the Common Areas.

(b) Collecting assessments from the Members of the Association and use of the proceeds thereof for the purposes of the Association.

(c) Maintaining insurance and collection of the proceeds thereof.

(d) Rebuilding of improvements after casualty.

(e) Contracting for and employing persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Association.

(f) Contracting for and employing persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Subdivision.

(g) Holding title to the Common Areas and to any personal property used thereon or in connection therewith; also, if approved by at least fifty-one (51%) percent of all of the Lots in Good Standing in the Subdivision, acquiring, maintaining and improving; and buying, selling, conveying, assigning, mortgaging or leasing any other real or personal property (including easements, rights of way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association (the foregoing shall not apply to prohibit the Association from acquiring title to any Lot at a foreclosure sale where the Association is foreclosing its lien for unpaid assessments owed by the Lot's Owner pursuant to Article XVII, Section 2 of this Declaration).

(h) Borrowing money and issuing evidences of indebtedness in furtherance of any or all of the purposes or the business of the Association, and securing the same by mortgage, pledge, or other lien, on property owned by the Association; provided, however, that any such action shall be approved by affirmative vote of those Owners who represent at least fifty-one (51%) percent of all of the Lots in the Subdivision in Good Standing.

(i) Enforcing the provisions of the Association's Governing Documents.

(j) Making rules and regulations governing the use of the Common Areas and Lots in the Subdivision, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof, in accordance with the Act, the Articles of Incorporation and this Declaration.

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(k) Causing snow to be plowed on Subdivision sidewalks within the Common Areas, and maintaining any landscaped areas falling within the public road rights of way of Crane Road, Munger Road and Textile Road.

(l) Causing to be mowed the lawns in the Common Areas (to the extent required by the nature of the Common Areas) and providing adequate clean up on all Common Areas. Being responsible for fertilization and treatment of said Common Areas for weeds and keeping said Areas reasonably free from weeds and other noxious growths (provided that no herbicide shall be applied within 10 feet of any drain easement). The foregoing acts are to be performed as frequently as required to maintain a high standard of maintenance on the lands under the jurisdiction of the Association. Notwithstanding the foregoing provisions, park areas shall be maintained and preserved in accordance with the requirements of the Township of Pittsfield and any other public agency having jurisdiction and it is not intended to maintain park areas as formally as residential lawns and gardens.

(m) Establishing such committees as it deems necessary, convenient or desirable and appointing persons thereto for the purpose of implementing the administration of the Subdivision and Association, and delegating to such committees any function or responsibilities which are not by law or the Governing Documents required to be performed by the Board.

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

(o) Initiating, authorizing or ratifying 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) Remitting payment for property taxes or other liens assessed or attached to any Lot and the Common Areas where necessary to preserve the Association's interest in the Lot and the Common Areas.

(q) Initiating, asserting, defending, ratifying or settling claims in any forum on behalf of all Owners in connection with or relating to, the maintenance, upkeep, repair, remediation, replacement and reconstruction of the Common Areas and administration or operation of the Subdivision and in the name of the Association.

(r) Resolving any threatened, potential, or existing liabilities in the best interest of the Association.

(s) Causing to be performed other optional services at prices to be established by the Board and taking such other actions as voted by the Members in accordance

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with the Declaration and Governing Documents including, without limitation, the improvement of the Common Areas.

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

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

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

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

Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting before the recall vote is conducted.

Any Director who fails to attend any three (3) consecutive regular meetings of the Board shall be deemed to have automatically resigned, effective as of the adjournment of the third meeting missed.

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

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

After any election of new Directors at an annual meeting or the resignation of any Director (including any Director who is deemed to have resigned under Section 7 of this Article), the Director who is no longer serving on the Board shall turn over to the remaining Board members all minutes, financial statements, maintenance schedules, alteration/modification forms, project proposals, contracts and all other Association records, documents and personal property of any kind in their possession (including, but not limited to, any and all digitally and electronically stored files, data and documents, and any and all logins and passwords which may secure any such items or Association accounts). The Board member who receives any documents, property and information turned over by a departing Board member under this paragraph shall sign a written acknowledgment of receipt of all such items, which receipt shall be kept in perpetuity as part of the historical records of the Association.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, fax, telephone, email, or text, at least seven (7) days prior to the date named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) calendar days' notice to each Director, given personally, by mail, fax, telephone, text, or email, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of the majority of the Board members. The written request shall state the date, location and time of the special meeting desired by the Directors who are requesting the meeting.

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

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

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

Section 13. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent

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to the giving of such notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by the person of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

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

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

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

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

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

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

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

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

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

- (a) identify all persons present during the meeting and the time present (if not present for the entire meeting);
- (b) record an explanation of the subject of each matter discussed; and
- (c) state each issue on which a vote is taken.

The minutes for the executive session portion of Board meetings shall be kept separately from the minutes of the regular session of such meetings. Minutes of executive sessions of Board meetings may only be disclosed to the general membership in accordance with Section 16 of this Article and Article XII, Section 2 and Section 3 of this Declaration.

Unapproved minutes of Board meetings shall be distributed to all board members within two (2) weeks after said meeting.

Section 19. Electronic Transmission.

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

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

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

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

Section 20. Committees. The Committees that the Board may establish pursuant to Article VI, Section 4 (m) above may include, but are not limited to, the following:

- (a) Community Standards;
- (b) Website and Communications;
- (c) Grounds and Maintenance;
- (d) Social;
- (e) Architectural Review;
- (f) Nominations; and
- (g) Ad hoc committees as might be created by the Board.

Committees shall provide minutes of their meetings to the President at least one week before the next Board meeting, and the President shall include these minutes in the Meeting Agenda for said Board meeting.

Section 21. Nominating Committee. A Nominating Committee shall be appointed by the President each year at least one month prior to the date of the next annual meeting of the Members, which committee shall consist of those Directors whose terms of office will not be expiring at said next annual meeting of Members.

The Nominating Committee shall select its own Chairman. The Nominating Committee shall select qualified Members of the Association to be nominated for the Directorships to be filled at the said next annual meeting of Members. This selection shall be made in sufficient time so that the Nominating Committee's slate of nominees may be included in the notice of the said annual meeting. The persons so selected by the Nominating Committee shall be deemed to be automatically nominated for the respective directorships.

In addition, any Member of the Association in Good Standing who is present at the said annual meeting may make nominations for any directorship from the floor at said meeting. Any Member is encouraged to make known to the Nominating Committee his or her desire to serve as a Director.

ARTICLE VII

COVENANT FOR ASSOCIATION ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot, by acceptance of a deed or execution of land contract to purchase a Lot, whether or not it shall be so expressed in such deed or land contract, is deemed to covenant and agree to pay to the Association:

- (a) Annual general assessments;
- (c) Additional assessments; and
- (d) Special assessments for capital improvements.

Such assessments shall be established and collected as hereinafter provided.

The general, additional and special assessments, together with interest thereon at the highest rate permitted by law, collection costs, including reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made.

Each such assessment, together with interest, and the costs of collection, in addition to constituting a lien on such Lot and improvements, shall also constitute a joint and several personal obligation of the person or persons who was/were the Owner(s) of the Lot on the date the assessment was established.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the following:

- (a) to promote the recreation, health, safety, welfare, common benefit and enjoyment of the Owners in the Subdivision, and in particular for the preservation of the natural conservation areas now or hereafter owned by the Association;
- (b) for the payment of taxes and special assessments relating to the Common Areas, and facilities thereon and other property under the control of the Association, including any subdivision entrances;
- (c) for the planting and maintenance of trees, shrubs and grass in the Common Areas;
- (d) for the acquisition of additional Common Areas;

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- (e) for construction, operation and maintenance of recreational facilities;
- (f) for caring for vacant lots;
- (g) for maintenance of landscaping along the 20-foot strip of land adjoining the subdivision along Crane Road, Munger Road, and Textile Road;
- (h) for maintaining drainage facilities which service the Subdivision, whether inside or outside of the Subdivision boundaries;
- (i) for providing community services;
- (j) for obtaining insurance for the protection of the Owners; and
- (k) for establishing and maintaining appropriate reserves for those purposes.

Section 3. Assessments. For each fiscal year of the Association, annual assessments, additional assessments and special assessments shall be levied and paid strictly in accordance with the following:

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

The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses of administration for the forthcoming year which may be required for the proper operation of the Association and the operation, management, maintenance repair and/or replacement of the Common Areas, including a reasonable allowance for contingencies and reserves.

Upon adoption of such annual budget by the Board of Directors, copies of said budget shall be delivered to each Member and the assessment for said year shall be based upon said projections, for which assessment each Member shall be liable, although the delivery of a copy of the budget to each Member shall not affect the liability of any Member for any existing or future assessments.

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

If the Board approves an increase in the annual assessment amount, it shall provide at least thirty (30) days' prior written notice to the Membership before the due date of the increased annual assessment amount.

Notwithstanding any other provision of this Section 3, the Board may not approve any increase in the annual assessment amount that is more than ten percent (10%) of the amount of the total annual assessment that was levied in the previous year. The Board shall obtain the consent of the Owners of at least fifty-one percent (51%) of all of the Lots in Good Standing in the Subdivision before approving any increase in the annual assessment amount that is more than ten percent (10%) of the total annual assessment amount levied in the previous year in accordance with the same rules and approval requirements that are set forth in regard to the approve of special assessments under Section 4 of this Article.

The Board shall provide at least thirty (30) days' prior written notice to the Membership before the due date of the increased annual assessment amount that is approved by the Owners under the previous paragraph.

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

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

(ii) to provide for the maintenance, repair or replacement of the Common Areas and any facilities located thereon; or

(iii) in the event of emergencies;

the Board shall have the authority to levy such additional assessment as it shall deem necessary, subject to any restrictions on the Board's authority to levy such additional or increased annual assessments as might be specified elsewhere herein.

Notwithstanding the foregoing, the Board may not levy any additional assessment that is more than ten percent (10%) of the amount of the annual assessment that was levied in that year. The Board shall obtain the consent of the Owners of at least fifty-one percent (51%) of all of the Lots in Good Standing in the Subdivision before levying any additional assessment that is more than ten percent (10%) of the current annual assessment amount in accordance with the same rules and approval requirements that are set forth in regard to special assessments under Section 4 of this Article.

The Board shall provide at least thirty (30) days' prior written notice to the Membership before the due date of any additional assessment that is approved by the Owners under the previous paragraph.

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(d) Special Assessments for Acquisitions and Capital Improvements. In addition to the annual and additional assessments authorized above, the Association may levy against each Owner, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any constructing or installing improvements or any additions to the Common Areas and any fixtures and/or personal property in connection with any of the above.

No such special assessment shall be levied without the assent of those Owners who represent at least fifty-one percent (51%) of all of the Lots in Good Standing in the Subdivision.

The Board shall provide at least thirty (30) days' prior written notice to the Membership before the due date of any special assessment amount that is approved by the Owners under this Section 3 (d).

Section 4. Notice, Meeting and Quorum Requirements for Special Assessments Authorized by the Lot Owners Under Section 3 (d). Written notice of any meeting called for the purpose of taking any action authorized under Section 3 (d) shall be sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies or of written ballots (including absentee ballots and ballots cast by email) representing at least fifty (50%) percent of all the Lots in the Subdivision in Good Standing shall constitute a quorum.

If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

A meeting of the membership shall be called and conducted in any and all events regarding any proposed Special Assessment. The purpose of the meeting shall be for the Board of Directors to review and discuss the proposed Special Assessment with the Owners. The vote on the Special Assessment may, but need not, take place at the same Meeting of the membership that was called to review and discuss the proposed Special Assessment hereunder. If the vote takes place at the same Meeting, voting at the Meeting may be conducted in person or by proxy or by written ballot (including absentee ballot and ballots cast by email).

The vote on the Special Assessment may also be conducted by written ballot or written consent after the Meeting has been conducted as required by the previous paragraph, in accordance with the applicable provisions of the Nonprofit Corporation Act which permit the approval of actions by written ballot and/or written consent without meetings, as the Act might be amended from time to time.

Section 5. Due Dates; Penalties for Default; Application of Payments.

(a) **Due Date – Annual Assessment.** The Board may choose, in its discretion, to make the Annual Assessment payable in quarterly installments rather than in one lump sum.

If the Board chooses to require payment of the Annual Assessment in quarterly installments, then the Assessments shall be due on the first day of the month of each quarter. Assessments not paid by the 15th day of the first month of each quarter shall be considered delinquent, at which point the Owner's account shall be subject to the accrual of interest and late charges.

(b) **Penalties for Default.** The Association may impose a monthly late charge for any assessment that becomes delinquent hereunder. The late charge shall be in the amount of Twenty-Five Dollars (\$25.00) per month, or such other amount as may be determined by the Board of Directors from time to time. In the event the Board establishes a new late charge amount, it shall give written notice to all Members thirty (30) days before the new late charge rate shall become applicable. Such late charge shall not be deemed to be a penalty or interest upon the funds due to the Association but is intended to constitute a reasonable estimate of the administrative costs and other damages incurred by the Association in connection with the late payment of assessments. Interest shall accrue on delinquent assessments at the interest rate established by resolution of the Association's Board of Directors, which interest rate shall not exceed 7% per annum, or the highest rate of interest allowed by law. The Association may pursue collection of assessments in accordance with any and all of its remedies as they are stated in this Article and Article XVII of this Declaration, and as otherwise permitted or allowed by law.

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

(d) **Purchase of a Lot – Proration of Assessments.** Any Owner who acquires a Lot shall pay to the Association, on the date the Lot is conveyed to the Owner, an amount equal to the prorated balance of any annual and/or additional assessment and special assessment, if any, established for the then current assessment period, based upon the number of days remaining in the then-current assessment period from the date of conveyance. For each fiscal year thereafter, such Owner shall be liable for any and all assessments levied in accordance with this Article VII.

(e) **Fiscal Year.** The fiscal year of the Association shall be established in the manner set forth in this Declaration and determined by the Board.

(f) **Board's Power to Approve Payment in Installments.** The Board of Directors, in its sole discretion, may establish an installment program for the payment of any

regular, additional, special or deficit assessment, and may charge interest in connection with the installment program.

Section 6. Apportionment of Assessments – Uniform Rate of Assessments. All assessments levied to cover the Association's expenses of administration shall be apportioned equally among all of the Lots in the Subdivision.

The annual budget shall be divided by the number of Lots in the Subdivision, and one such share shall be assessed against the Owner of each such Lot. Assessments shall be due and payable commencing with acceptance of a deed to, or a land contract vendee's interest in, a Lot, or with the acquisition of fee simple title to a Lot by any other means.

Section 7. Certificate with Respect to Assessments. Upon the written request of any Owner, the Association shall furnish, within a reasonable time and for a reasonable charge, a written certificate regarding the status of any assessments levied against the Owner's Lot(s). 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(s) described in the certificate and the lender who has taken a lien on the Lot(s) as security for the repayment of a loan.

Section 8. Waiver of Use or Abandonment of Unit. No Member may exempt himself or herself from liability for his or her contribution toward the expenses of administration by waiver of the use or enjoyment of any Common Area or Areas, or by abandonment of his or her Lot.

Section 9. Use of Funds for Social Functions. No portion of the funds of the Association raised by receipt or collection of mandatory assessments shall be expended for purely social functions. However, the Board shall have the right to provide for the payment of voluntary assessments for social purposes by such Members of the Association as shall be interested. Funds raised from such voluntary assessments shall be accounted for separately and shall be utilized in order to promote social interaction among the Members of the Association in the best interests of community harmony.

Section 10. Effect of Nonpayment of Assessments; Remedies of the Association. If an Assessment remains unpaid ninety (90) days after its due date, the Association may cause a lien to be recorded against the Owner's Lot.

Pursuant to this Article and Article XVII of the Declaration, if any assessment is not paid within ninety (90) the date payment is due, the Association may also sue the Owner and obtain a money and/or foreclosure judgment against the Owner and/or may enforce the lien in the same manner as, and by following similar procedures which are required for, the foreclosure of mortgages, whether by advertisement or judicial action, including the allowance of costs and reasonable attorneys' fees incurred in the legal action and foreclosure.

The expenses incurred in collecting unpaid assessments including interest, late charges, costs and attorneys' fees and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Member in default, and shall be secured by the lien on their Lot. The Association may also discontinue the furnishing of any services to a Member in default upon sixty (60) days' prior written notice to such Member of its intent to do so. A Member in default shall not be entitled to vote at any meeting of the Association so long as such default continues.

All remedies for the nonpayment of assessments shall be cumulative and not exclusive. The Board may adopt rules and regulations and/or a Collections Policy to further govern the collection of unpaid assessments.

Section 11. Exempt Property. All Common Area and all other property exempt from taxation by state or local governments and dedicated for public use shall be exempt from the assessments, charge and lien created herein.

Section 12. Subordination of the Lien to Mortgages. The lien for assessments provided for in this Article VII shall be subordinate to the lien of any mortgage or mortgages held by any bank, insurance company, mortgage company, or other similar institution existing of record at the time the lien for assessments is imposed.

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

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

ARTICLE VIII

ARCHITECTURAL REVIEW

Section 1. Architectural Review Committee. No building, structure, landscaping or any exterior improvement shall be commenced, erected or maintained on any Lot, nor shall any exterior addition to or change or alteration therein or change in the exterior appearance thereof or change in landscaping be made until the plans and specifications showing the kind, size, shape, height, colors, materials, topography and location of the same on the Lot shall have been submitted to and approved in writing by an architectural review committee (the "Committee").

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The Committee shall be composed of three (3) persons appointed by the Board of Directors. At least one of the Committee members shall also be a member of the Board at all times. Each member of the Committee shall serve until they resign or are replaced by a subsequent appointee.

Neither the Board nor the Committee shall have any liability whatsoever for the approval or disapproval of any plans or specifications.

Section 2. Preliminary Plans. Preliminary plans may first be submitted to the Committee for preliminary approval.

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

(a) Complete plans and specifications sufficient to secure a building permit in the Township of Pittsfield, including a dimensioned plot plan showing the Lot and proposed placement of all improvements; proposed finished floor elevation; elevation of footings; proposed finished grades at lot corners and the mid-point of each side lot lines; and identified benchmarks convenient to the lot for purpose of inspection;

(b) Front elevation, side elevation and rear elevation of the building, plus elevations of any walls and fences;

(c) A perspective drawing, if deemed necessary by the Committee, to interpret adequately the exterior design;

(d) Data as to size, materials, colors and texture of all exteriors, including roof coverings and any fences and walls;

(e) One set of blueprints to be left with the Committee until construction is completed;

(f) A complete set of landscaping plans; and

(g) Any other data, drawings or materials which the Committee requests in order to fulfill its function.

Section 4. Compliance with Building and Use Restriction. No approval by the Committee shall be valid if the structure or improvement violates any of the restrictions set forth in Article IX of this Declaration, except in cases where waivers have been granted as provided for in the said Article.

Section 5. Disapproval of Plans or Improvements. The Committee may disapprove plans because of noncompliance with any of the restrictions set forth in Article IX of this Declaration, or because of dissatisfaction with the grading and drainage plan, the location of the

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structure on the Lot, the materials used, the color scheme, the 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 of the Committee, would render the proposed improvement or alteration inharmonious with, or out of keeping with, the Objectives of the Committee, the Subdivision or with improvements erected or to be erected on the other Lots in the Subdivision, including purely aesthetic considerations.

Section 6. Committee Approval. Committee approval shall be deemed given if the plans and specifications submitted for approval are marked or stamped as having been finally approved by the Committee and are dated and signed by two (2) members of the Committee who were validly serving on the Committee' on the date of such approval.

Section 7. Review Fee. The Committee may charge a review fee to any Builder or Owner for the purposes of reviewing plans for the construction of a residence, or such other amount as the Committee may from time to time determine. Any such fee may not be utilized for the purposes of paying salaries to any members of the Committee, but shall be utilized exclusively for the purposes of reimbursing actual expenses of the Committee, including, but not limited to, professional review fees of independent consultants. The Association may only charge such a review fee to a Builder or Owner if it reflects actual fees paid by the Association to an outside professional firm or independent consultant to review the proposed plans submitted by that Owner or Builder.

ARTICLE IX

BUILDING AND USE RESTRICTIONS FOR THE SUBDIVISION

Section 1. Use of Lots – Residential Use, Maximum Occupancy Limitation, Permitted Home Offices.

(a) **Residential Use Only.** All Lots shall be used for single family residential purposes only and no building of any kind whatsoever shall be erected, re-erected, moved or maintained thereon except one (1) single family Dwelling house and appurtenant attached structures on each Lot as hereinafter provided. The commercial use of any Dwelling or Lot in the Subdivision is prohibited (subject to Home Offices as permitted below).

Each house shall be designed and erected for occupancy by a single private family. Each said house shall have a private attached garage erected and maintained for the sole use of the occupants of the house.

(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 Pittsfield Township, or if the

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Township has no such ordinance, in the International Property Maintenance Code, as they might be amended from time to time.

(c) **Permitted Home Offices - Requirements.** Notwithstanding the prohibition against the commercial use of Dwellings set forth in Section 1 (a) above, home offices are permitted in Dwellings as long as they meet the following requirements:

(i) no sign or display that indicates from the exterior that the Dwelling is being utilized for any purpose other than that of a residential dwelling;

(ii) no goods or commodities are kept for viewing or sale in the Dwelling or within the Subdivision;

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

(iv) 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

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

Section 2. Character and Size of Buildings. No Dwelling shall be permitted on any Lot unless, in the case of a one-story building, the living area thereof shall be no less than Fifteen Hundred (1500) square feet; in the case of a two-story building, the living area thereof shall be not less than Seventeen Hundred (1700) square feet. No building greater than two and one-half (2 1/2) stories shall be constructed.

All computations of square footage for determination of the permissibility of erection of residences under this section shall be exclusive of basements, attics, utility rooms, garages, porches or similar areas which are not normally classified as living areas. All garages must be attached or architecturally related to the dwelling. No garage shall provide space for less than two (2) nor more than three (3) automobiles.

Section 3. Minimum Yard Requirements. No building on any Lot shall be erected nearer than:

(a) Thirty-five (35) feet from the front lot line; nor

(b) Five (5) feet from the side lot line; nor

(c) Fifteen (15) feet total from both side lot lines; nor

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(d) Thirty-five (35) feet from the rear lot line; nor

(e) Thirty-five (35) feet from the exterior side lot line on corner lots.

Approval of a variance by the Committee and the Township of Pittsfield permitting front, rear or side yards smaller than the above minimums shall be deemed a valid waiver of this restriction.

Section 4. Repetition of Elevations. All efforts should be made to provide different elevations and building materials for houses on adjacent lots. Variety in colors or building materials shall be used for homes on adjacent lots so as to avoid an appearance of repetition. All plans and elevations must have final approval from the Architectural Review Committee.

Section 5. Maintenance of Improvements and Existing Drainage. Each Owner shall keep all improvements on their Lot in good condition and in good repair at all times. Existing drainage and/or swales must be maintained to provide for the planned flow of surface water, whether within recorded easements or not.

Section 6. Pets and Animals. No farm animals, livestock or wild animals shall be kept, bred or harbored on any Lot, nor shall any animals be kept or bred for commercial purposes. Domestic animals commonly deemed to be household pets may be kept by the Owner and members of his household so long as such pets shall have such care so as not to be objectionable or offensive to others due to noise, odor or unsanitary conditions.

Any domestic animal shall be kept either on a leash or in a run or pen, and shall not be allowed to run loose or unattended. No runs or pens shall be permitted to be erected or maintained unless located within the rear yard adjacent to a wall of the main dwelling or garage and facing the rear or the interior of the Lot, nor shall such runs or pens extend beyond the end of the dwelling or garage into the side yard. Such runs or pens shall not extend more than twelve (12) feet in any one direction.

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

Section 7. Weapons. No Owner of a Lot shall use or discharge within the Subdivision, nor shall the person permit or suffer any occupant of any Lot which the person owns, or the person's invitees or guests, to use or discharge within the Subdivision, any B-B guns, firearms, rifles, shotguns, handguns, pellet guns, cross-bows or archery equipment.

Section 8. Temporary Structures. Trailers, shacks, barns or any temporary buildings of any description whatsoever are expressly prohibited, and no temporary occupancy shall be permitted in unfinished buildings. However, the erection of a temporary storage building for materials and supplies to be used in the construction, reconstruction, or remodeling of a Dwelling, is permitted provided that the building is removed from the premises upon the completion of the work.

Tents for entertainment or recreational purposes are permitted on the Owner's Lot for periods not to exceed seventy-two (72) hours without express permission of the Board of Directors

Section 9. General Conditions. The following general conditions shall be in effect:

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

(b) No house trailers, inoperable or unlicensed vehicles, commercial vehicles, boat trailers, boats, camping, recreational vehicles or camping trailers, horse trailers or other utility trailers or vehicles may be parked on or stored on any Lot for more than seventy-two (72) hours, unless stored fully enclosed within an attached garage. Commercial vehicles and trucks shall not be parked in the Subdivision, or on any lot therein, except while making deliveries or pickups in the normal course of business.

(c) No laundry shall be hung for drying outside the dwelling.

(d) The grade of any Lot in the Subdivision may not be changed after original construction without the written consent of the Committee.

(e) No swimming pools may be built without prior approval of the Architectural Review Committee. Pools shall not be allowed more than two (2) feet above the final lot drain, and plans must be submitted to the Architectural Review Committee, along with a landscape plan. No swimming pool may be built unless some portion of the pool is within twenty (20) feet of the residence. All swimming pools must be constructed so that they drain into the storm sewer system only.

(f) No radio/television/satellite dish or other communication antennas of any type may be installed on the Common Areas. No radio/television/satellite dish or antenna may be installed on the outside of any Dwelling or in the front of any Dwelling without the written consent of the Architectural Review Committee. Notwithstanding the foregoing, a Lot Owner may place a dish or antenna on their Dwelling or Lot in the aforesaid locations without the approval of the Committee if the Owner is entitled to do so under the Federal Communications Commission Over-the-Air Reception Devices ("OTARD") rules, 47 C.F.R. Section 1.4000 et seq.

(g) All utility lines, including electric, gas, telephone and cable television, must be installed underground.

(h) Owners shall maintain their mailboxes, sidewalks and street trees in good condition and shall be responsible for their repair and replacement. Owners must remove snow from their sidewalks within twenty-four (24) hours after snowfall of one inch or greater and must remove any ice accumulation within twenty-four (24) hours after accumulation.

(i) No "through the wall" or window air conditioners may be installed in any Dwelling in the Subdivision.

(j) Solar panels may not be located or installed on the front of a Dwelling or facing the road. The Board may adopt additional rules and regulations to govern the location, placement and use of solar panels on any Lot or Dwelling in the Subdivision.

(k) No exterior sheds or storage structures may be installed or constructed on any Lot without prior written approval from the Board. The Board of Directors may adopt rules and regulations to restrict Owners' placement, installation, or construction of exterior structures and sheds on their Lots to a certain kind, type, color, size, number, quality and/or material.

Section 10. Lease Restrictions.

(a) **Generally.** All leases shall be in writing and shall have minimum initial terms of one (1) year.

No Owner shall lease less than the whole of any Dwelling on said Lot. No subleasing of a Dwelling shall be allowed. No rooms within a Dwelling may be rented and no transient Tenants or Non-Owner Occupants may be accommodated in any event. For purposes of this Declaration, a "transient" is any Non-Owner Occupant or Tenant who resides in a Dwelling for less than 30 days.

Unless otherwise specifically set forth herein, the term, "Leased Dwelling," shall include any Dwelling that is solely occupied by Lessees as well as any Dwelling solely occupied by any Non-Owner Occupants who are not renters.

(b) **Exemption for Non-Owner Occupants Living with an Owner.** Non-Owner Occupants may reside in a Dwelling along with a Resident Owner. The restrictions and requirements contained in subsections (a) and (e) of this Section 10 shall not apply to any such occupancy arrangements.

This exemption notwithstanding, any such Non-Owner Occupant shall be required to otherwise comply with the Association's Governing Documents while residing in the

Dwelling, and the Owner of the Dwelling shall remain liable for any failure of the Non-Owner Occupant to comply.

(c) **Exemption for Relatives of an Owner.** A person who is a legal relative of a Lot Owner may solely occupy a Dwelling owned by the relative Lot Owner and shall not be subject to the restrictions and requirements set forth in subsections (a) or (e) of this Section 10. This exemption applies whether the person is renting the Dwelling from their relative Lot Owner, or if they are occupying the Dwelling with the relative Lot Owner's consent on a rent-free basis.

This exemption notwithstanding, any person occupying a Dwelling owned by their relative shall be required to otherwise comply with the Association's Governing Documents while residing in the Dwelling, and the Owner of the Dwelling shall remain liable for any failure of their relative Occupant to comply.

(d) **No Airbnb.** 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.

(e) **Leasing Procedure.** An Owner desiring to lease a Dwelling shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential Lessee of the Dwelling and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Association's Declaration and any applicable rules and regulations of the Association. 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.

The Owner shall be responsible for providing copies of the Association's Governing Documents to their Tenant or Non-Owner Occupant.

All leases, occupancy agreements and occupancy arrangements 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 Association's Governing Documents and all leases, rental agreements, and occupancy agreements shall so state. Any violation of same by a Lessee shall be deemed to be a violation of the Lessor-Owner and subject that Owner to the same penalties and sanctions as if the Owner himself violated the Governing Documents.

Section 11. Signs and Flags. The Board of Directors may adopt rules and regulations to restrict Owners' placement or display of signs and flags on their Lots to a certain kind, type, color, size, number, quality and/or material.

Such rules and regulations may also allow the Lot Owners' display or placement of signs or flags of a certain kind, type, color, size, number, quality and/or material on their Lots without requiring the Owner to obtain prior Board written approval for said display or placement as long

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as the sign or flag in question satisfies all of the requirements of the Board's rules and regulations about such signs or flags.

The Board may also, through the adoption of rules and regulations on the matter, permit Lot Owners to place temporary signs on their Lots for particular purposes and/or for certain defined periods of time without first obtaining prior written Board approval, such as (by way of example and not of limitation) graduation signs, and signs celebrating birthdays and special events. Such signs shall be permitted and may be placed and kept on a Lot without the Lot Owner obtaining prior Board written approval as long as the sign in question satisfies all of the requirements of the Board's rules and regulations about such signs.

Section 12. Driveways. All driveways, aprons and parking areas must be paved with concrete, asphalt or brick pavers. The Committee has the right to waive any of these requirements, at the exclusive option of the committee. The driveways must be completed within six (6) months of occupancy.

No unlicensed or inoperable vehicles may be stored in any driveway. Any such vehicles must be stored in the Owner's garage or removed from the premises.

Section 13. Trees. No healthy living tree of a height of twenty (20) feet or more, or more than six (6) inches in diameter at three (3) feet above the ground shall be removed without the approval of the Architectural Review Committee. The Owner shall treat or remove any diseased or blighted tree forthwith. Other than as permitted above, no person shall do any act the result of which could reasonably be expected to cause damage to or destruction to any tree.

Owners are responsible for trimming their street trees away from the sidewalks in order to avoid injuries to others. Branches overhanging streets or sidewalks must be kept trimmed to a minimum of seven (7) feet above the street or sidewalk.

Section 14. Destruction of Building by Fire; Duty to Repair Timely. Any debris resulting from the destruction in whole or in part of any Dwelling or building on any Lot in the Subdivision shall be removed with all reasonable dispatch from such Lot and property in order to preserve the sightly condition of the Subdivision.

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

Section 15. Prohibition against Marijuana. The smoking of marijuana on or within the Common Areas of the Subdivision is prohibited. “Smoking” includes the inhaling, exhaling, burning, vaping, or carrying of any such lighted or heated prohibited product or substance.

The growing, storing, possessing, processing and keeping of marijuana for any use within any Dwelling in the Subdivision is prohibited unless such activities are conducted in strict compliance with all applicable local and state laws, including, but not limited to, the Michigan Regulation and Taxation of Marijuana Act (“MRTMA”), as it may be amended from time to time.

The growing, storing, possessing, processing and keeping of marijuana on the exterior of any Lot or Dwelling or any of the Common Areas is strictly prohibited. The sale of marijuana or any other controlled substance on the Property, including within any Dwelling or on any of the Common Areas, is also strictly prohibited. Marijuana may only be given away or transferred without remuneration on the Property in strict accordance with the MRTMA.

Each Owner is responsible for the compliance with the provisions contained in this Section 15 by the Owner and their family members, guests, tenants, land contract purchasers, occupants, licensees and invitees.

The Board of Directors is specifically authorized to adopt, amend and revoke such rules and regulations as it finds reasonable and/or necessary for the enforcement of the provisions of this Section 15.

ARTICLE X

RESTRICTIONS ON THE USE OF COMMON AREAS

Section 1. Litter and Pollution. No Owner shall throw or allow to accumulate on his or any other Lot or the Common Area, trash, refuse or rubbish of any kind. No Owner shall dump or otherwise dispose of chemicals, motor oil, paint, gasoline or petroleum distillates in, over or within the Subdivision or the sanitary or storm sewer drains serving the Subdivision.

Section 2. Liability. The Association shall maintain liability insurance in sufficient amounts for the purpose of protecting itself as well as the Owners from the burden of any liability resulting from accidents which may cause death or injury to anyone, or damage or casualty to personal property while in the Common Area or on any property under the jurisdiction or control of the Association.

Section 3. Published Rules. The Association's Board of Directors shall have the right to establish and publish from time to time additional reasonable rules and regulations consistent herewith governing the use of the Common Area as well as other matters relating thereto.

ARTICLE XI

OFFICERS

Section 1. Officers. The principal officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be Members of the Board of Directors and shall serve without compensation.

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

Any two 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.

Section 2. Election. The officers of the Association shall be elected annually by the Board of Directors at the first organizational meeting of each new Board and shall hold office at the pleasure of the Board.

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

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

Section 4. 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 The President may in their discretion deem appropriate to assist in the conduct of the affairs of the Association.

Section 5. 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 President nor 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 of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Members of the Association. The Secretary shall have charge of such books, contracts, records, financial statements and papers as the Board of Directors may direct; and the Secretary 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 meetings upon receiving their approval from the Board and/ the Association, as appropriate.

To the extent permitted by law and this Declaration, the Secretary's duties described herein may be delegated, in whole or in part, to a professional management agent to be performed on the Board's behalf and subject to its regular review pursuant to Article VI, Sections 4 and 5 of this Declaration.

Section 7. Treasurer. The Treasurer shall have responsibility for 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. 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, in such depositories as may from time to time be designated by the Board of Directors.

The Treasurer shall review and oversee payment of all invoices and shall review the monthly and annual financial statements of the Association. The Treasurer shall monitor the reserve funds of the Association and consult with the Board as necessary concerning such funds.

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

All decisions concerning reserve funds shall be made by the Board exclusively and shall not be delegated to any third party in any event. Withdrawals from reserve funds shall be approved in advance by signature of at least one Director if payable to the Association; if payable to any other party the signature of at least two Directors shall be required.

Section 8. Duties. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE XII

RECORDS AND FINANCES

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

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

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

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

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

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

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

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

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the Owner.

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

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

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

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

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

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

Section 4. Financial Statements. The Association shall prepare and distribute to each Owner at least once a year a financial statement, the contents of which shall be defined by the Association. The financial statement shall be distributed to the Owners along with the Notice for the Annual Meeting each year.

The Board of Directors shall obtain an independent review of the Association's books of account at least every five (5) years. The review may (but need not be) conducted by a certified public accountant. The Board may, at its discretion, obtain a review of the Association's books on a more frequent basis than every five years. The costs of any such review and any accounting expenses shall be expenses of administration.

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

Section 5. Fiscal Year. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Directors. 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 6. Depositories. The funds of the Association shall be initially deposited in such credit unions, banks or with insured securities brokers or invested in federally insured securities as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such banks or credit unions as are insured by an agency of the federal government and may also be invested in interest-bearing obligations of the United States Government or in such other depositories as may be adequately insured in the discretion of the Board of Directors.

ARTICLE XIII

INDEMNIFICATION OF OFFICERS, DIRECTORS AND VOLUNTEERS

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

Section 1. Indemnification of Directors, Officers, and Nondirector Volunteers by the Association - Generally. The Association shall indemnify any person who was or is party to 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 the person is or was a Director, Officer, nondirector volunteer, agent or employee of the Association, against expenses, including attorneys' fees, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit or proceeding, if the person acted in good faith and in a manner the person 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 the person's 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 the person 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 the person's 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

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indemnification provided for herein shall apply only if the Board of Directors (with the person seeking reimbursement or indemnification abstaining) approves such settlement and reimbursement or indemnification as being in the best interest of the Association.

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

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

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

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

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

ARTICLE XIV

COMPLIANCE

The Association of Owners and all present or future Owners, Tenants, Non-Owner Occupants, and/or any other persons acquiring an interest in or using the facilities of the Subdivision, its Common Areas, or any Lots within the Subdivisions in any manner are subject to and shall comply with the Act and the Governing Documents, as amended. The mere acquisition, occupancy or rental of any Lot or an interest therein or the utilization of or entry upon the Subdivision premises, Lots and/or Common Areas therein shall signify that the Association's Governing Documents are accepted and ratified.

ARTICLE XV

SEVERABILITY

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

ARTICLE XVI

AMENDMENTS

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

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

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

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

Section 2. Membership Meetings Regarding Amendments; Voting by Written Ballot. A meeting of the membership shall be duly called in accordance with this Declaration to discuss and review with the Owners any proposed amendment that would require a vote of the Owners under this Declaration. Such a membership meeting must be held to review the proposed

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amendments with the Owners in any and all events. The actual vote on the amendments may (but need not) take place at this same membership meeting.

The covenants, conditions, restrictions and agreements of this Declaration may be amended at any time with the approval of those Owners who represent at least fifty-one percent (51%) of all the Lots in Good Standing in the Subdivisions. Such approval may be evidenced by a written instrument or consent signed by the Owners of the aforesaid percentage of Lots in the Subdivisions in total, or via a vote taken by written ballot, either at or outside of a meeting of the membership (including absentee ballots and ballots cast by email).

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

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

Notwithstanding any other provision of this 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 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.

Any amendment must be recorded with the Washtenaw County Register of Deeds before the amendment becomes effective. All amendments shall be distributed to the membership via regular mail or email after their recording.

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

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

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

ARTICLE XVII

ENFORCEMENT AND REMEDIES

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

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

In the event of default by any Owner in the payment of any installment of the annual assessment levied against the Owner's Lot, any portion of any additional or special assessment levied against their Lot, or any other obligation of an Owner that, according to this Declaration, may be assessed to and collected from the responsible Owner, the Association shall have the right to declare all unpaid installments of any annual assessment for the pertinent fiscal year (and for any future fiscal year in which said delinquency continues), and/or all unpaid portions or installments of any additional or special assessment, if applicable, immediately due and payable.

Section 2. Foreclosure of Liens – Unpaid Assessments.

(a) Foreclosure Proceedings. Each Owner, and every other person who from time to time has any interest in the Subdivisions, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the liens which might arise against an Owner's Lot under Article VII or any other provision of this Declaration either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purpose of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Owner and every other person who from time to time has any interest in the

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Subdivision, shall be deemed to have authorized and empowered the Association to sell or to cause the Lot to be sold with respect to which the assessment(s), is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law.

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

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

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

- (i)** the Affiant's capacity to make the Affidavit,
- (ii)** the authority for the lien,
- (iii)** the amount outstanding (exclusive of interest, costs, attorney fees and future assessments),
- (iv)** the legal description of the subject Lot(s), and
- (v)** the name(s) of the Owner(s) of record.

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

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

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

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

- (i) Serve on any Committees;
- (ii) Act as an inspector of any elections;
- (iii) Continue serving on the Board of Directors (if already elected or appointed before the delinquency or default arose);
- (iv) Vote at any Association or Board meeting;
- (v) Sign any petitions;
- (vi) Run for election or be nominated to serve on the Board of Directors;
- (vii) Be appointed as a Director to fill a vacancy on the Board;
- (viii) Be appointed as an officer of the Association (or continue to serve as an officer, if already appointed before the delinquency or default rose).

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

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

(b) **Recovery of Costs and Legal Fees.** In the event of a default of an Owner and/or non-Owner occupant, resident, or guest, the Association shall be entitled to recover

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from the Owner and/or non-Owner occupant, resident or guest, the pre-litigation costs and attorney fees incurred in obtaining their compliance with the Governing Documents. The Association may assess such amounts to the Owner in default in the same manner as other assessments under Article VII of these Bylaws.

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

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

(c) **Removal and Abatement.** The violation of any of the provisions of the Governing Documents, including any rules and regulations promulgated by the Board of Directors of the Association hereunder, shall also give the Association, or its duly authorized agents, the right, in addition to the rights set forth above, to enter upon the Common Areas, or onto any Lot, where reasonably necessary, and summarily remove and abate, at the expense of the Owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Governing Documents; provided, however, that judicial proceedings shall be instituted and a court order or judgment obtained 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 the right to enter upon any Lot for the purposes of mowing, cutting, weeding, tree branch trimming or removing any unsightly growth which in the opinion of the Association detracts from the overall attractiveness of the health and welfare of the Subdivision. The Association may enter upon the Lots for the purpose of snow and ice removal and to remove any debris or other trash from the Lots. The Association shall be under no obligation to take such affirmative actions. The Association shall provide the Owner seventy-two (72) hours' notice prior to entry on the Lot, except in the event of emergency threatening health or safety, in which case no prior notice shall be necessary. Any costs incurred in such action by the Association shall be chargeable against the Owner and shall constitute a lien against the Lot.

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 VII of this Declaration.

(d) **Assessment of Fines.** The violation of any of the provisions of this Declaration, the Articles of Incorporation, and/or any of rules and regulations promulgated by the Board of Directors, by any Owner, in addition to the rights set forth above, shall be grounds for

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assessment by the Association of a monetary fine for such violation. Such Owner shall be deemed responsible for such violations whether they occur as a result of their personal actions or the actions of their family, guests, Non-Owner Occupants, Tenants, or any other person admitted through such Owner to the Property. Nothing in this Article shall be construed as to prevent the Association from pursuing any other remedy under the Governing Documents and/or the Act or other applicable law for such violations, or from combining a fine with any other remedy or requirement to redress any violation.

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

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

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

If the offending Owner cures or corrects the violation within seven (7) days from the date of the written notice of violation, then the violation in question shall not be counted against the Owner for purposes of determining whether a Repeat Violation has occurred under Section 3 (d) (iv)-(v) below.

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

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

constitute a default.

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

1 st Violation	Warning Letter
2 nd Violation	\$25.00 fine
3 rd Violation	\$50.00 fine
4 th & Subsequent Violations	\$100.00 fine

The fines levied pursuant to this Section shall be assessed against the Owner and shall be due and payable together with the regular assessment on the first day of the next following month. Failure to pay the fine will subject the Owner to all liabilities set forth in the Governing Documents including, without limitation, those described in this Declaration for non-payment of assessments.

(v) **Repeat Violations – Defined.** For purposes of this Article, the number of a violation (i.e., First, Second, Third, etc.) is determined with respect to the number of times that an Owner violates the same provision of the Governing Documents for any uninterrupted two-year period during which the person is an Owner of a Lot or is an occupant of a Dwelling in the Subdivision. Violations of the same provision of the Governing Documents that are repeated more than once by the same Owner within a two-year period shall be known as “Repeat Violations” for purposes of this Article. The fine schedule applicable to repeat violations is set forth in sub-Section (3) (d) (iv) above.

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

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

If the Continuing Violation is upheld at the Board hearing concerning the violation that takes place under Section (3) (d) (ii) of this Article, all fines levied against the Owner for the Continuing Violation shall then be added to the Owner’s account and

shall be due and payable on the first day of the following month along with the Owner's assessment amount, and shall be collected from the Owner in the same manner as unpaid assessments pursuant to Article VII hereof.

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

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

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

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

ARTICLE XVIII

CAPTIONS

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

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ARTICLE XIX

OTHER GENERAL PROVISIONS

Section 1. Annexation of Additional Lots and Common Area. Additional residential Lots and Common Areas may be annexed only with the written consent or voting approval of those Owners who represent at least two-thirds (2/3) of all Lots in Good Standing in the Subdivision.

Section 2. Insurance Proceeds. All proceeds of any insurance maintained with respect to any assets or property of the Association and the Common Areas, and all proceeds of any condemnation proceedings or sales in lieu of condemnation relating to the property, 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. Number and Gender. As used in this Declaration, any gender shall include any other gender, the plural shall include the singular and the singular shall include the plural, whenever appropriate.

Section 4. Appointment of Association as Attorney in Fact. All Owners, their successors and assigns hereby irrevocably appoint the Association and its Board of Directors as their agent and attorney in fact for the purpose of executing any document necessary to allow Association to do anything which the Association is entitled to do under the terms of this Declaration.

Section 5. Non-Discrimination and Fair Housing Compliance. The Association and its Board of Directors and Officers do not participate in or tolerate any conduct that might constitute discrimination based upon race, color, national origin, religion, sex, sexual orientation, gender identity, disability, familial status (including children under the ages of eighteen (18) living with parents or legal custodians), or pregnant women.

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, Subdivision, Lots, Dwellings and Common Areas where necessary or appropriate to comply with Fair Housing laws.


**ASHFORD VILLAGE
HOMEOWNERS
ASSOCIATION**, a Michigan
nonprofit corporation

By: 
Donald Reichert

Its: President

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing Amended and Restated Declaration of Restrictions was acknowledged before me, a notary public, on this 11th day of March, 2022, by Donald Reichert, known to me to be the President of the Ashford Village Homeowners Association, a Michigan nonprofit corporation, and that he has executed this Amended and Restated Declaration of Restrictions as his own free act and deed on behalf of the Corporation.



Joy C. Schultz, Notary Public
Washtenaw County, Michigan
My commission expires: 11/25/2023
Acting in the County of Wayne

PREPARED BY and WHEN RECORDED RETURN TO:

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

*AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS
ASHFORD VILLAGE HOMEOWNERS ASSOCIATION*

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

"ASHFORD VILLAGE" a subdivision of part of the Southeast $\frac{1}{4}$ corner of Section 24, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan. BEGINNING at the South $\frac{1}{4}$ corner of Section 24, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan; thence N $00^{\circ}22'00''$ W 1310.13 feet along the North and South $\frac{1}{4}$ line of said Section and centerline of Crane Road; thence N $89^{\circ}38'00''$ E 160.00 feet; thence N $79^{\circ}21'40''$ E 62.10 feet; thence N $51^{\circ}20'10''$ E 70.00 feet; thence N $41^{\circ}19'40''$ E 66.80 feet; thence N $51^{\circ}30'20''$ E 90.00 feet; thence S $50^{\circ}48'05''$ E 117.09 feet; thence S $34^{\circ}25'15''$ E 68.48 feet; thence S $47^{\circ}51'35''$ E 125.38 feet; thence S $44^{\circ}38'00''$ W 95.00 feet; thence Southerly 36.89 feet along the arc of a 274.42 foot radius circular curve to the right, through a central angle of $07^{\circ}42'05''$, having a chord which bears S $37^{\circ}41'30''$ E 36.86 feet; thence N $50^{\circ}42'10''$ E 110.00 feet; thence N $77^{\circ}16'30''$ E 75.89 feet; thence S $79^{\circ}55'30''$ E 75.89 feet; thence S $62^{\circ}01'50''$ E 74.78 feet; thence S $38^{\circ}53'20''$ E 74.78 feet; thence S $19^{\circ}03'15''$ E 74.78 feet; thence S $04^{\circ}05'14''$ W 74.78 feet; thence S $23^{\circ}55'20''$ W 74.78 feet; thence S $47^{\circ}03'50''$ W 74.78 feet; thence S $69^{\circ}04'15''$ W 56.05 feet; thence S $89^{\circ}37'30''$ W 56.05 feet; thence S $00^{\circ}22'00''$ E 371.69 feet; thence S $38^{\circ}32'00''$ E 44.25 feet; thence S $69^{\circ}21'55''$ E 43.21 feet; thence S $89^{\circ}50'30''$ E 238.16 feet; thence N $73^{\circ}28'55''$ E 59.12 feet; thence N $60^{\circ}23'20''$ E 69.57 feet; thence N $52^{\circ}09'30''$ E 62.00 feet; thence S $82^{\circ}50'30''$ E 28.28 feet; thence S $37^{\circ}50'30''$ E 89.86 feet; thence S $00^{\circ}09'10''$ E 265.55 feet; thence S $63^{\circ}12'40''$ W 145.38 feet; thence N $89^{\circ}50'30''$ W 100.62 feet; thence S $00^{\circ}09'30''$ W 132.25 feet to a point on the South line of said Section 24; thence N $89^{\circ}13'00''$ W 1060.44 feet along said South line to the POINT OF BEGINNING. Containing 50 lots numbered 1 through 50 inclusive and Park Commons (Private) and containing 29.22 acres of land, more or less.

"ASHFORD VILLAGE NO. 2" a subdivision of part of the Southeast $\frac{1}{4}$ of Section 24, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan. BEGINNING at the Southeast corner of Section 24, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan; thence N $89^{\circ}13'00''$ W 1589.03 feet along the South line of said Section and the South line of Textile Road to the southeast corner of "ASHFORD VILLAGE" a subdivision as recorded in Liber 29 of Plats, Pages 22 through 25, inclusive, Washtenaw County Records; thence along the East line of said "ASHFORD VILLAGE" in the following seventeen (17) courses: N $00^{\circ}09'30''$ E 132.25 feet, S $89^{\circ}50'30''$ E 100.62 feet, N $63^{\circ}12'40''$ E 145.38 feet, N $00^{\circ}09'10''$ W 265.54 feet, N $37^{\circ}50'30''$ W 89.86 feet, N $82^{\circ}50'30''$ W 28.28 feet, S $52^{\circ}09'30''$ W 62.00 feet, S $60^{\circ}23'20''$ W 69.57 feet, S $73^{\circ}28'55''$ W 59.12 feet, N $89^{\circ}50'30''$ W 238.16 feet, N $69^{\circ}21'55''$ W 43.21 feet, N $38^{\circ}32'00''$ W 44.25 feet, N $00^{\circ}22'00''$ W 371.69 feet, N $89^{\circ}37'30''$ E 56.05 feet, N $69^{\circ}04'15''$ E 56.05 feet, N $47^{\circ}03'50''$ E 74.78 feet and N $23^{\circ}55'20''$ E 74.78 feet; thence S $88^{\circ}29'35''$ E 161.98 feet; thence N $89^{\circ}50'50''$ E 231.71 feet; thence S $00^{\circ}17'00''$ E 65.79 feet; thence S $89^{\circ}16'55''$ E 663.81 feet; thence S $00^{\circ}11'55''$ E 328.92 feet; thence S $89^{\circ}16'55''$ E 662.26 feet to a point on the East line of said Section and the centerline of Munger Road; thence S $00^{\circ}11'55''$ E 616.93 feet along said East line and said centerline to the Point of Beginning. Containing 53 lots numbered 51 through 103, inclusive, and 3 parks and containing 31.69 acres of land, more or less.

"ASHFORD VILLAGE NO. 3" a subdivision of part of the Southeast $\frac{1}{4}$ of Section 24, T3E, R6E, Pittsfield Township, Washtenaw County, Michigan. Commencing at the Southeast corner of Section 24, T3E, R6E, Pittsfield Township, Washtenaw County, Michigan; thence N00°11'55"W 1603.33 feet along the East line of said Section and the centerline of Munger Road to the POINT OF BEGINNING; thence N89°16'55"W 1327.04 feet; thence S00°17'00"E 591.71 feet to a point on the North line of "ASHFORD VILLAGE NO. 2" a subdivision as recorded in Liber 30 of Plats, Pages 3 through 6 inclusive, Washtenaw County Records; thence N89°28'10"W 356.73 feet along said North line; thence N00°04'25"W 390.67 feet; thence N86°54'05"W 71.77 feet; thence N68°58'00"W 74.26 feet; thence N45°39'30"W 74.26 feet; thence N26°19'10"W 74.26 feet; thence N03°00'40"W 74.26 feet; thence N16°19'40"E 74.26 feet; thence N39°38'10"E 74.26 feet; thence N58°56'35"E 74.26 feet; thence N82°17'00"E 74.26 feet; thence S87°23'20"E 58.81 feet; thence N09°24'55"E 72.42 feet; thence N51°57'30"E 221.01 feet; thence S88°34'10"E 229.83 feet; thence S69°12'35"E 205.39 feet; thence S89°16'55"E 543.27 feet; thence N 58°27'50"E 45.88 feet; thence N 23°39'25"E 45.35 feet; thence S84°41'55"E 125.00 feet; thence N45°24'35"E 93.63 feet; thence N89°48'05"E 217.00 feet to a point on the East line of said Section and the centerline of Munger Road; thence S00°11'55"E 457.35 feet along said East line and said centerline to the Point of Beginning. Containing 51 lots numbers 104 through 154, inclusive, Outlot A and 3 parks and containing 20.61 acres of land, more or less.

"ASHFORD VILLAGE NO. 4" a subdivision of part of the Southeast $\frac{1}{4}$ of Section 24, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan. Commencing at the South $\frac{1}{4}$ corner of Section 24, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan; thence N00°22'00"W 1310.13 feet along the North and South $\frac{1}{4}$ line of said Section, the centerline of Crane Road and the East line of "MEADOWVIEW SUBDIVISION" as recorded in Liber 21 of Plats, Pages 90, 91, and 92, Washtenaw County Records, and the West line of "ASHFORD VILLAGE", a subdivision as recorded in Liber 29 of Plats, Pages 22 through 25, inclusive, Washtenaw County Records, to the Northwest corner of said "ASHFORD VILLAGE", said point being the POINT OF BEGINNING; thence continuing N00°22'00"W 894.62 feet along said North and South $\frac{1}{4}$ line, said centerline and said East line of "MEADOW SUBDIVISION"; thence S89°35'40"E 218.60 feet; thence S56°23'20"E 44.43 feet; thence S89°32'35"E 80.60 feet; thence S54°17'20"E 125.00 feet; thence N35°42'40"E 150.61 feet; thence S 40°40'35"E 209.94 feet; thence Southerly 137.08 feet along the arc of a 197.00 foot radius circular curve to the left, through a central angle of 39°52'10", having a chord which bears S 29°23'15"W 134.33 feet; thence S 84°45'35"E 122.70 feet; thence S00°22'00"E 400.00 feet; thence S05°19'25"W 100.06 feet; thence S19°51'30"W 146.63 feet; thence S44°38'00"W 62.34 feet to a point on the Northerly line of aforescribed "ASHFORD VILLAGE"; thence along said Northerly line in the following eight (8) courses; N47°51'35"W 125.38 feet, N34°25'15"W 68.48 feet, N50°48'05"W 117.09 feet, S51°30'20"W 90.00 feet, S41°19'40"W 66.80 feet, S51°20'10"W 70.00 feet, S79°21'40"W 62.10 feet and S89°38'00"W 160.00 feet to the Point of Beginning. Containing 34 lots numbered 155 through 168 inclusive and two (2) parks and containing 13.08 acres of land, more or less.

"ASHFORD VILLAGE NO. 5" a subdivision of part of the southeast $\frac{1}{4}$ of Section 24, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan. BEGINNING at the East $\frac{1}{4}$ corner of Section 24, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan; thence S00°11'55"E 585.93 feet along the East line of said section and the centerline of Munger Road to a point on the Northerly line of "ASHFORD VILLAGE NO. 3" a subdivision as recorded in Liber 30 of Plats, Pages 55 through 58 inclusive, Washtenaw County Records; thence along the Northerly and

Westerly lines of said "ASHFORD VILLAGE NO. 3" in the following twenty-one (21) courses: S89°48'05"W 217.00 feet, S45°24'35"W 93.63 feet, N84°41'55"W 125.00 feet, S23°39'25"W 45.35 feet, S58°27'50"W 45.88 feet, N89°16'55"W 543.27 feet, N69°12'35"W 205.39 feet, N88°34'10"W 229.83 feet, S51°57'30"W 221.01 feet, S09°24'55"W 72.42 feet, N87°23'20"W 88.81 feet, S82°17'00"W 74.26 feet, S58°58'35"W 74.26 feet, S39°38'10"W 74.26 feet, S16°19'40"W 74.26 feet, S03°00'40"E 74.26 feet, S26°19'10"E 74.26 feet, S45°39'30"E 74.26 feet, S68°58'00"E 74.26 feet, S86°54'05"E 71.77 feet and S00°04'25"E 390.67 feet to a point on the Northerly line of "ASHFORD VILLAGE NO. 2" a subdivision as recorded in Liber 30 of Plats, Pages 3 through 6 inclusive, Washtenaw County Records; thence N89°28'10"W 36.92 feet along said Northerly line to a point on the Easterly line of "ASHFORD VILLAGE" a subdivision as recorded in Liber 29 of Plats, Pages 22 through 25 inclusive, Washtenaw County Records; thence along said Easterly line in the following nine (9) courses: N04°05'15"E 74.78 feet, N19°03'15"W 74.78 feet, N38°53'20"W 74.78 feet, N62°01'50"W 74.78 feet, N79°55'30"W 75.89 feet, S77°16'30"W 75.89 feet, S50°42'10"W 110.00 feet, Northwesterly 36.89 feet along the arc of a 274.42 foot radius circular curve to the left, through a central angle of 07°42'05", having a chord which bears N37°41'30"W 36.86 feet and N44°38'00"E 95.00 feet to a point on the Easterly line of "ASHFORD VILLAGE NO. 4" a subdivision as recorded in Liber 30 of Plats, Pages 74 and 75, Washtenaw County Records; thence along the Easterly and Northerly line of said "ASHFORD VILLAGE NO. 4" in the following ten (10) courses: N44°38'00"E 62.34 feet, N19°51'25"E 146.63 feet, N05°19'25"E 100.06 feet, N00°22'00"W 400.00 feet, N84°45'35"W 122.70 feet, Northerly 137.08 feet along the arc of a 197.00 foot radius circular curve to the right, through a central angle of 39°52'10", having a chord which bears N29°23'15"E 134.33 feet, N40°40'35"W 209.94 feet, S35°42'40"W 150.61 feet, N54°17'20"W 125.00 feet, N89°32'35"W 80.60 feet and N56°23'20"W 44.43 feet; thence N00°48'55"E 457.32 feet to a point on the East and West 1/4 line of said Section; thence S88°49'10"E 2429.57 feet along said East & West 1/4 line to the Point of Beginning. Containing 82 lots numbered 189 through 270 inclusive and two (2) parks and containing 39.78 acres of land, more or less.

"ASHFORD VILLAGE NO. 6," a subdivision of part of the southeast 1/4 of Section 24, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan. Commencing at the Southeast corner of Section 24, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan; thence N00°11'55"W 616.93 feet along the East line of said Section, the centerline of Munger Road and the East line of "ASHFORD VILLAGE NO. 2", a subdivision of part of Southeast 1/4 of said Section 24 as recorded in Liber 30 of Plats, Pages 3 through 6, inclusive, Washtenaw County Records; thence N89°16'55"W 308.21 feet along the North line of said "ASHFORD VILLAGE NO. 2" to the POINT OF BEGINNING; thence continuing along the North and East lines of said "ASHFORD VILLAGE NO. 2" in the following four (4) courses: N89°16'55"W 354.05 feet, N00°11'55"W 328.92 feet, N89°16'55"W 663.81 feet and N00°17'00"W 65.79 feet to a point on the East line of "ASHFORD VILLAGE NO. 3", a subdivision of part of the Southeast 1/4 of Section 24, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan as recorded in Liber 30 of Plats, Pages 55 through 58, inclusive, Washtenaw County Records; thence continuing N00°17'00"W 591.71 feet along said East line; thence S89°16'55"E 1327.04 feet along the South line of said "ASHFORD VILLAGE NO. 3" to a point on the East line of said Section and the centerline of Munger Road; thence S00°11'55"E 304.40 feet along said East line and said centerline; thence S89°48'05"W 60.00 feet; thence S78°21'32"W 108.94 feet; thence S27°18'01"W 306.23 feet; thence S00°11'55"E 383.83 feet to the Point of Beginning. Being a part of the Southeast 1/4 of

Section 24, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan, now known as Lots 271 through 315, inclusive, Ashford Village No. 6, Pittsfield Township, Washtenaw County, Michigan, and containing 20.75 acres of land, more or less. Being subject to the rights of the public over that portion of Munger Road as occupied. Also being subject to easements and restrictions of record, if any.