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AMENDED AND RESTATED
DECLARATION OF BUILDING RESTRICTIONS FOR
NORTH HILLS ESTATES SUBDIVISION

This Amended and Restated Declaration of Building Restrictions for North Hills Estates Subdivision (the "Amended and Restated Declaration") is made this 10th day of September, 2025, by the North Hills Estates Association, Inc., whose address is P.O. Box 5255, Northville, MI 48167 (hereinafter referred to as the "Association").

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RECITALS

WHEREAS, Fred E. Greenspan Company, a registered Michigan co-partnership, was the original grantor/developer (hereinafter, the "Grantor" or the "Developer") of the following property located in the City of Novi, Oakland County, Michigan:

Lots 1 to 202, inclusive, and including [Outlot A] (Lot 203) and [Outlot B] (204),
North Hills Estates Subdivision, as recorded in Liber 138 of Plats, Pages 19 to 23,
inclusive, Oakland County Records; and

WHEREAS, Grantor created the original Declaration of Building Restrictions for North Hills Estates Subdivision dated December 31, 1973, and recorded on June 20, 1974, at Liber 6312, Pages 131 through 145, Oakland County Records (the "Original Declaration"), for the benefit of all Lots in North Hills Estates Subdivision; and

WHEREAS, the Association approved, through a majority vote of the Lot Owners in North Hills Estates Subdivision, certain amendments to the Original Declaration as set forth in the Association-Approved Revisions to Declaration of Building Restrictions for North Hills Estates Subdivision, City of Novi, Oakland County, Michigan, dated November 24, 2008, and recorded on January 9, 2009 in Liber 40812, Pages 705 et seq., Oakland County Records (the "Revised Declaration");

*AMENDED AND RESTATED DECLARATION OF BUILDING RESTRICTIONS
NORTH HILLS ESTATES SUBDIVISION*

22-34-180-000 ENT.
LOTS 1-204

OK - MH
OK CV

WHEREAS, the Developer intended to subject Lots 1 through 202, inclusive of North Hills Estates Subdivision, part of the North one-half (½) of Section Thirty-Four, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, the plat whereof has been recorded in the office of the Register of Deeds for Oakland County in Liber 138 of Plats, Pages 19, 20, 21, 22, and 23 (hereinafter referred to as the "Subdivision") to the Revised Declaration, and specifically exclude Outlot A (Lot 203) and Outlot B (Lot 204) from being subject to the Revised Declaration, which completely replaced and superseded the Original Declaration;

WHEREAS the property subject to this Amended and Restated Declaration, except Outlot A (Lot 203) and Outlot B (Lot 204), is described in Exhibit A attached to the Original Declaration (the "Property"), and the Plat for the Subdivision attached to the Original Declaration;

WHEREAS, the term "Lot Owners," as used throughout this Amended and Restated Declaration, shall include only those Owners of Lots 1 through 202, inclusive, of North Hills Estates Subdivision, which shall be subject to this Amended and Restated Declaration;

WHEREAS, the Association's Board of Directors has proposed specific changes to the terms of the Revised Declaration, which are contained in this Amended and Restated Declaration, and which have been approved by a vote of a majority of the Lot Owners in the Subdivision, according to the Revised Declaration's amendment provisions;

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 Subdivision and the Common Area to the covenants, restrictions, easements, charges, and liens hereinafter set forth herein, each and all of which is and are for the benefit of the Subdivision and each Lot Owner 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 Exhibit A attached to the Original Declaration, except Outlot A (Lot 203) and Outlot B (Lot 204), is and any parcels and 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

*AMENDED AND RESTATED DECLARATION OF BUILDING RESTRICTIONS
NORTH HILLS ESTATES SUBDIVISION*

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 Amended and Restated Declaration amends, restates, and supersedes in its entirety the Revised Declaration.

ARTICLE I **DEFINITIONS**

Section 1. Amended and Restated Declaration. “Amended and Restated Declaration” means this Amended and Restated Declaration of Building Restrictions for North Hills Estates Subdivision, City of Novi, County of Oakland, Michigan, and any amendments thereof as may be recorded with the Oakland County Register of Deeds.

Section 2. Association. The “Association” means the North Hills Estates Association, Inc., a Michigan Nonprofit corporation, of which all Lot Owners shall be Members. The Association shall administer, operate, manage, and maintain the Subdivision under the Declaration and other Governing Documents of the Association. Any action required of or permitted by the Association shall be exercisable exclusively by its Board of Directors unless reserved explicitly 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 or Board. The “Board of Directors” or “Board” means the Board of Directors of the North Hills Estates Association, Inc.

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

Section 6. City. The “City” means the City of Novi, Michigan.

Section 7. Common Areas. “Common Areas” means those areas of land within the Subdivision (including the improvements thereto) now or hereafter owned by the Association for the common use and enjoyment of the Lot Owners, including, but not limited to, Bedford Park and Cumberland Park.

Section 8. Default or Owner Fault. “Default” or “Owner Fault” means any action or any refusal or failure to act (including, without limitation, intentional acts, negligence, gross negligence, misuse, omissions, neglect, misfeasance, or malfeasance) which renders a Lot Owner, tenant, or Non-Owner Occupant in noncompliance with or in breach of any of the terms

*AMENDED AND RESTATED DECLARATION OF BUILDING RESTRICTIONS
NORTH HILLS ESTATES SUBDIVISION*

of the Association's Governing Documents.

Section 9. Dwelling. "Dwelling" means the single-family residence constructed on a Lot within the Subdivision and all Structures and improvements relating thereto.

Section 10. Easement. An "Easement" means any interest in real estate that 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 further meaning as provided by Michigan common law.

Section 11. Electronic Transmission or 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; and
- (c) The recipient may reproduce it on paper through an automated process.

Section 12. 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, 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" to be entitled to vote under the Nonprofit Corporation Act and the Governing Documents.

Section 13. Governing Documents. The Association's "Governing Documents" means this Amended and Restated Declaration, the Association's Articles of Incorporation, and any rules or regulations duly adopted by the Board under the Declaration, as said Governing Documents might be amended from time to time.

Section 14. Grantor or Developer. The "Grantor" or "Developer" means the Fred E. Greenspan Company, a registered Michigan co-partnership, which developed the Subdivision.

Section 15. Indemnify. To "indemnify" means 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 failing 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" means each numbered portion of land designated for residential use and the construction of a single-family Dwelling, as identified on the recorded plats for Subdivision as Lots 1 through 202, inclusive.

Section 17. Lot Owner or Owner. "Lot Owner" or "Owner" means a person, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof, who or which owns record fee simple title to one or more of Lots 1 through 202, inclusive, in the Subdivision. When more than one person or entity is the Owner of a Lot, all such persons or

*AMENDED AND RESTATED DECLARATION OF BUILDING RESTRICTIONS
NORTH HILLS ESTATES SUBDIVISION*

entities shall be considered an Owner. For any Lot numbered 1 through 202, inclusive, that is sold under a land contract, the purchaser under the agreement, not the seller, shall be considered the “Owner” of that Lot while the contract is executory.

The term “Lot Owner” or “Owner” shall not include any mortgagee or any other person or entity having an interest in a Lot numbered 1 through 202, inclusive, merely as security for the performance of an obligation, unless and until such mortgagee or other person or entity has acquired fee simple title to such Lot by foreclosure or other proceeding or conveyance in lieu of foreclosure.

Section 18. Member. “Member” means those persons entitled to membership in North Hills Estates Association, Inc., as provided in this Amended and Restated Declaration. Each Lot Owner shall be a Member of the Association, and no other person or entity shall be entitled to membership.

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

Section 20. 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 about a Member’s right to inspect the books, records, contracts, and financial statements of the Association.

Section 21. Property. “Property” means that particular real property described in Exhibit A attached to the Original Declaration and shall be synonymous with the term “Subdivision,” except Outlot A (Lot 203) and Outlot B (Lot 204).

Section 22. Right to Inspect. “Right to inspect” includes a Member’s 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, electronic, or other means as permitted by the Nonprofit Corporation Act, or as provided for in the Governing Documents.

Section 23. Structure. “Structure” means anything constructed or erected, the use of which requires locations on the ground or attachment to something having a location on the ground. By way of example only, a Structure includes, but is not limited to, fences, pergolas, patios, decks, gazebos, sidewalks, driveways, sheds, and Dwellings.

Section 24. Subdivision. “Subdivision” means the single-family residential subdivision known as the North Hills Estates Subdivision, together with all Common Areas pertaining thereto, according to the recorded final plat for the Subdivision.

Section 25. Volunteer. “Volunteer” means an individual who performs services for the Association other than services as a volunteer Director and does not receive compensation or any other type of consideration for the services other than reimbursement for reasonable expenses.

ARTICLE II **HOMEOWNERS ASSOCIATION**

Section 1. Creation and Purpose. The Subdivision is and shall be managed by the North Hills Estates Association, Inc., a non-profit corporation created for a perpetual term under the Nonprofit Corporation Act. The Association and its Members shall have those rights and obligations outlined in this Amended and Restated Declaration and the Articles of Incorporation of the Association, as amended.

The Association shall have such powers enumerated in this Amended and Restated Declaration and the Association’s Articles of Incorporation. The Association’s Board of Directors shall be responsible for supervising, maintaining, and establishing reasonable rules and regulations for the Common Areas, including, but not limited to, Bedford Park and Cumberland Park, the title of which is in the Association. The Association shall be responsible for properly maintaining and paying taxes for the parks and for compliance with this Amended and Restated Declaration. The Board shall have the authority to make and enforce regulations about the care and maintenance of the Common Areas, which regulations shall be binding upon the Lot Owners.

Section 2. Membership. Each Owner of a Lot in the Subdivision shall automatically become a Member of the Association upon the acquisition of title to such Lot. Membership is mandatory for each Lot Owner and all succeeding Owners.

Section 3. Articles and Bylaws. The Association shall be organized, governed, and operated following its Articles of Incorporation, as amended, and this Amended and Restated Declaration. The provisions of the Articles of Incorporation shall be consistent with the provisions and purposes of this Amended and Restated Declaration. This Amended and Restated Declaration shall also constitute the “Bylaws” for the Association for all purposes of the Nonprofit Corporation Act. If any conflict exists between the provisions contained in the Association’s Articles of Incorporation, as amended, and the provisions contained in this Amended and Restated Declaration, the provisions of this Amended and Restated 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 Members shall elect the Directors following the provisions of the Articles of Incorporation and this Amended and Restated Declaration. The eligibility requirements, voting rights, powers, duties, and other relevant provisions regarding Directors and the operations of the Board shall be as outlined in Article XI of this Amended and Restated Declaration.

*AMENDED AND RESTATED DECLARATION OF BUILDING RESTRICTIONS
NORTH HILLS ESTATES SUBDIVISION*

Section 5. Principal Office. The Association's principal office 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 according to this Amended and Restated Declaration, is more particularly described in Exhibit A attached to the Original Declaration, except Outlot A (Lot 203) and Outlot B (Lot 204).

Section 2. Owners' Easements of Enjoyment – Common Areas. Title to the Subdivision's Common Area parks shall be vested in the Association as Trustee for the benefit of the Lot Owners, subject to the Owners' rights and easements of use of such Common Areas for park purposes. Such easements of use and enjoyment shall not be personal but shall be considered appurtenant to the Lots and shall pass with the title to the Lots regardless of whether specifically set forth in the deeds of conveyance of the Lots.

Section 3. Delegation of Use. Any Owner may delegate, by this Amended and Restated Declaration, their right of enjoyment and use of the Common Areas to the members of their family or their invitees, tenants, Non-Owner Occupants, or purchasers who may reside on their Lot, subject to the Governing Documents.

Section 4. City's Right to Maintain Common Areas. If the Association should, at any time and in the opinion of the City, fail to maintain the Common Areas in a reasonable order and condition in their natural state, the City may serve written notice upon the Association or the Lot Owners, or both, setting forth how the Association has so failed. Said notice shall include a demand that the maintenance deficiency be cured within thirty (30) days thereof.

If the deficiency outlined in the original notice, or the modification or extension of the original notice, is not cured within the time allowed by the City, to preserve the taxable values of the property within North Hills Estates Subdivision and to prevent the parks from becoming a public nuisance, the City may enter upon said Common Areas and maintain the same. Said maintenance by the City shall not constitute a taking of the Common Areas nor vest in the public any right to use the same. When the City determines that the Association will resume the maintenance of the Common Areas in a reasonable condition, the City may cease to maintain the same.

The cost of such maintenance by the City shall be charged on a prorated basis against the properties within the North Hills Estates Subdivision and shall become a lien on said properties. Any such liens created and provided by the terms of this agreement and the Amended and Restated Declaration shall run in favor of the City. The City may, at its option, either seek reimbursement from the Association or bring action against the Lot Owners in such manner and by such legal means as might be available at the time to the City under the laws of the State of Michigan in force at the time of default.

*AMENDED AND RESTATED DECLARATION OF BUILDING RESTRICTIONS
NORTH HILLS ESTATES SUBDIVISION*

ARTICLE IV
COVENANT FOR ASSOCIATION ASSESSMENTS

Section 1. Personal Obligation of Assessments and Creation of a Lien. Each Owner of a Lot, by acceptance of a deed or execution of a land contract to purchase a Lot, whether it shall be so expressed in such deed or land contract, is deemed to covenant and agree to pay to the Association annual assessments and special assessments.

Such assessments shall be established and collected as hereinafter provided. Annual and special assessments, together with interest at the highest rate permitted by law, collection costs, and reasonable attorney fees incurred in the collection of assessments, shall be a charge against the Lot and a continuing lien upon such Lot. Each 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 persons who were the Owner(s) of the Lot on the date the assessment was established.

Section 2. Apportionment of Assessments – Uniform Rate of Assessments. All assessments levied to cover the Association's administration expenses shall be apportioned equally among the Lots in the Subdivision. All Common Areas and other properties exempt from taxation by state or local governments and dedicated for public use shall be exempt from assessments, charges, and liens created herein.

Section 3. Annual Budget. 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 replacement of the Common Areas, including a reasonable allowance for contingencies and reserves. Upon adoption of an annual budget by the Board, copies of said budget shall be available electronically for review by the Members. Should a Member not have access to electronic documents, they will advise the Secretary, who will provide the Member with a printed copy of the budget. Failure to review the material and address any issues with the Directors will not affect the liability or any Member for any existing or future assessments.

Section 4. Spending Constraints for New Equipment or New Improvements. Expenditures for new equipment or new improvements that exceed Five Thousand (\$5,000.00) Dollars must be approved as a special assessment at an annual or special meeting of the Association by those Members who represent a majority vote of the Lots in Good Standing. Members must receive a written description and maximum cost of the proposed new equipment or improvements at least thirty (30) days before the meeting. The quorum requirements of Article X, Section 6 will apply to such annual or special meeting.

Section 5. Establishment of Assessments. For each fiscal year of the Association, annual assessments and special assessments shall be levied and paid strictly following the provisions below.

*AMENDED AND RESTATED DECLARATION OF BUILDING RESTRICTIONS
NORTH HILLS ESTATES SUBDIVISION*

A. Annual Assessment.

(1) Purpose. The annual assessment levied by the Association shall be used for the following purposes, as the Board of Directors determines necessary and advisable:

- (a) improving, maintaining, and purchasing new equipment for the Common Areas, cul-de-sacs, and subdivision entranceways of said property;
- (b) providing social functions within the Subdivision's confines;
- (c) planting and maintaining trees and shrubbery;
- (d) collecting and disposing of garbage and rubbish in the Common Areas and entranceways;
- (e) maintaining grass and removing weeds from the Common Areas and Subdivision entrance ways;
- (f) maintaining vacant property within the Subdivision;
- (g) constructing, purchasing, maintaining, or operating any community services;
- (h) paying the expenses of operating the Association, including postage, rental of meeting quarters, legal fees, liability insurance, property damage insurance, filing and franchise fees, and all other expenses necessary or incidental to the operation of a corporation;
- (i) paying the expenses incident to the examination of plans as herein provided and to enforcing these building restrictions, conditions, obligations, reservations, rights, powers, and charges; and
- (j) doing any other things necessary or advisable in the opinion of the Board for keeping the property neat or in good order.

(2) Due Date and Amount. Each Member must pay the Association the annual assessment levied on each Lot based on the annual budget, which shall become due and payable annually by the last day of February. The annual assessment shall be established by the Board of Directors in an amount per Lot for the year, subject to all applicable terms of this Amended and Restated Declaration. The assessment notice will be sent at least 30 days before the payment due date. The notice will include all potential charges related to a late payment of the annual assessment. The annual assessment for the calendar year 2025 is seventy (\$70.00) dollars per Lot.

(3) Changes in Annual Assessment Amount. The annual assessment may be raised to meet the projected financial obligations of the Association. The annual assessment may be raised a maximum of ten (\$10.00) dollars per year per Lot upon a majority

vote of the Association's Board of Directors. At least two (2) years must elapse after an increase in the annual assessment before a new increase may be proposed and voted upon by the Board. If the Board deems it necessary to increase the annual assessment before the expiration of the 2 years, the increase must be authorized at an Annual or Special Meeting of the Association by a majority vote of all Members in Good Standing.

B. Special Assessment.

(1) Purpose. In addition to the annual assessment authorized above, the Association may levy a special assessment against each Lot, apportioned equally, applicable for that fiscal year only, for defraying, in whole or in part, the cost of improvements or additions to the Common Areas and any fixtures and personal property in connection with such improvements or additions. The Board of Directors may also propose special assessments for activities within the general powers of the Association, including but not limited to payment of legal fees and costs. A special assessment shall not be levied without Members' approval representing a majority of the Lots in Good Standing in the Subdivision at a membership meeting.

(2) Notice and Meeting Requirements for a Proposed Special Assessment. A membership meeting shall be called and conducted at 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 Members. Written notice of a meeting called to take any action authorized under Section 5(B)(1) 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 in person, by proxy, or by written ballots (including absentee ballots and ballots cast by email) representing at least fifteen (15) Lots in the Subdivision in Good Standing shall constitute a quorum.

(3) Membership Vote and Due Date. The membership vote on a special assessment may, but need not, take place at the same meeting called to review and discuss the proposed special assessment. If the vote occurs at the same meeting, voting may be conducted in person, by proxy, or by written ballot (including absentee ballots and ballots cast by email). The membership vote on a special assessment may also be conducted by written ballot or written consent after the meeting to review and discuss the proposed special assessment has been performed as required in Section 5(B)(2), following the applicable provisions of the Nonprofit Corporation Act, as may be amended from time to time, which permit the approval of actions by written ballot and/or written consent without meetings. Each Member must pay the Association the special assessment levied against their Lot on or before the due date established by the Board.

Section 6. Assessments in Default; Penalties for Default; Application of Payments.

A. Assessments in Default. All assessments, together with costs and

*AMENDED AND RESTATED DECLARATION OF BUILDING RESTRICTIONS
NORTH HILLS ESTATES SUBDIVISION*

attorney fees for establishing, recording, and discharging all liens and related records remaining unpaid by the Member, shall be a lien and encumbrance on the Member's Lot. If a Member is in arrears of an assessment thirty (30) days after the due date, the Treasurer of the Association shall give written notice to the Member by delivery at the Lot address or by electronic transmission as authorized by the Member, setting forth the status of the assessments due on the Member's account. Ninety (90) days after the assessment due date, the Board of Directors may authorize the recording of a lien on the Member's Lot for all unpaid charges, costs, including interest, and fees.

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 Ten (\$10.00) Dollars per month or such other amount as may be determined by the Board of Directors from time to time. If the Board establishes a new late charge amount, it shall give written notice to all Members thirty (30) days before the new amount 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 Board, which shall not exceed the highest rate of interest allowed by law. The Association may pursue collection of assessments in accordance with all of its remedies as stated in this Article, and as otherwise permitted by law.

C. Application of Payments. All payments made on a delinquent account shall be applied in the following order of priority: first, to non-sufficient funds check charges; second, to attorney's fees and costs; third, to late charges; fourth, to interest; fifth, to fines; sixth, to special assessments; and, finally, to any unpaid annual assessments due and owing.

D. Purchase of a Lot with Delinquent Assessments. Any Member who acquires a Lot with delinquent assessments shall immediately pay the Association, on the date the Lot is conveyed to the Member, an amount equal to the prorated balance of any unpaid assessments based upon the number of days remaining in the then-current assessment period from the date of conveyance. For each fiscal year thereafter, such Member shall be liable for all assessments levied against their Lot according to this Article.

E. Board of Directors' Power to Approve Payment Plans. The Board of Directors, in its sole discretion, may approve payment plans for Members who are delinquent in the payment of assessments.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association. By accepting title of their Lot, each Owner shall be held to vest in the Association the right and power, in its own name, to take and prosecute all suits, legal, equitable, or otherwise, which may, in the opinion of the Board of Directors, be necessary or advisable for the collection of assessments and other amounts owing by the Lot Owner. If an assessment remains unpaid ninety (90) days after its due date and the Association provided written notice of the delinquency

according to Section 6(A)(2) above, the Association may record a lien against the Owner's Lot. Pursuant to this Article, if any assessment is not paid within ninety (90) days of the due date, the Association may also sue the Owner and obtain a money and/or foreclosure judgment against the Owner and/or 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, unpaid fines, actual attorneys' fees (including pre-litigation attorney's fees and costs, but not limited to statutory fees), and advances for taxes or other liens paid by the Association to protect its lien, if any, shall be chargeable to the Member in default, and shall be secured by the lien on their Lot.

Each Member and every other person who from time to time has any interest in the Lot will be deemed to have authorized and empowered the Association to sell or cause to be sold the Lot and improvements thereon with respect to which assessments are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Member acknowledges that at the time of acquiring title to such Lot, they were notified of the provisions of this Section and that they voluntarily, intelligently, and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Lot.

In addition to other remedies, a Member in default (not in Good Standing) shall not be entitled to do any of the following related to the Association, so long as such default continues:

- A. Serve on any committees;
- B. Act as an inspector of any elections;
- C. Continue serving on the Board of Directors (if already elected or appointed before the delinquency or default arose);
- D. Vote at any Association or Board meeting;
- E. Sign any petitions;
- F. Run for election or be nominated to serve on the Board;
- G. Be appointed as a Director to fill a vacancy on the Board; or
- H. Be appointed as an officer of the Association (or continue to serve as an officer, if already appointed before the delinquency or default arose).

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

Section 8. Certificate with Respect to Assessments. Upon the written request of a Member, the Association shall furnish, within ten (10) business days and for a reasonable charge, a written certificate regarding the status of any assessments levied against the Member's Lot. Any such certificate, when properly issued by the Association, shall be conclusive and binding with regard to the status of the assessments as between the Association and any bona fide

*AMENDED AND RESTATED DECLARATION OF BUILDING RESTRICTIONS
NORTH HILLS ESTATES SUBDIVISION*

purchaser of the Lot described in the certificate and the lender who has taken a lien on the Lot as security for the repayment of a loan.

Section 9. Waiver of Use or Abandonment of Lot. No Member may exempt themselves from liability for their contribution toward the expenses of administration by waiver of the use or enjoyment of any Common Area or by abandonment of their Lot.

Section 10. Subordination of the Lien to Mortgages. The lien for assessments provided for in this Article 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. In no event shall the prior Owner of the Lot be relieved of any personal liability for such obligations and debts that became due prior to the sale or transfer of the Lot.

Section 11. Unpaid Assessments Due on Sale of Lot. Upon the sale or conveyance of a Lot, any unpaid assessments, interest, late fees, fines, costs and reasonable attorney's fees against the Lot will be paid out of the net proceeds of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except (a) amounts due the State of Michigan or any subdivision of the State of Michigan for taxes or special assessments due and unpaid and (b) payments due under first mortgages having priority to the unpaid assessments.

ARTICLE V **INSURANCE**

The Association will carry the following: (1) extended coverage insurance; (2) vandalism and malicious mischief insurance; (3) liability insurance, with minimum coverage of not less than one million (\$1,000,000) dollars per occurrence; (4) workers' compensation insurance, if the Association is required to carry such insurance under the Michigan Workers' Disability Compensation Act, MCL 418.101, et seq.; (5) Fidelity Bond coverage in an amount no less than a sum equal to three (3) months' aggregate assessments on all Lots plus reserve funds on hand to cover all officers, Directors, and employees of the Association and for all other persons, including any management agent, handling or responsible for any monies received by or payable to the Association (it being understood that if the management agent or others cannot be added to the Association's coverage, they will be responsible for obtaining the same type and amount of coverage on their own before handling any Association funds; (6) Directors' and Officers' Liability coverage; and (7) such other insurance as the Board of Directors deems advisable, including, but not limited to, contractual liability insurance and umbrella insurance, and all such insurance will be carried and administered in accordance with the following provisions:

*AMENDED AND RESTATED DECLARATION OF BUILDING RESTRICTIONS
NORTH HILLS ESTATES SUBDIVISION*

1. All such insurance will be purchased by the Association for the benefit of the Association and the Owners. Any insurance policy carried by the Association will not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association.

2. The Common Areas will be insured by the Association covered by a standard extended coverage endorsement in an amount determined annually by the Board of Directors; however, liability insurance must have a minimum coverage of one million (\$1,000,000) dollars per occurrence.

3. All premiums for insurance purchased by the Association will be expenses of administration of the Association.

4. Proceeds of all insurance policies owned by the Association will be received by the Association.

ARTICLE VI **ARCHITECTURAL REVIEW**

Section 1. Architectural Review by the Board of Directors. No building, enclosure or other Structure shall be commenced, erected, placed, or maintained, nor shall any addition to or change or alteration to any Structure be made, except interior alterations, until the plans and specifications, height, and materials, color scheme, location of such Structure on the Lot, and the grading plan of the Lot to be built upon shall have been submitted to and approved in writing by the Board of Directors. A copy of said plans and specifications as finally approved shall be maintained permanently with the Board.

Section 2. Disapproval of Plans for Improvements. The Board of Directors may disapprove plans for improvements because of noncompliance with any of the restrictions set forth in Article VII of this Amended and Restated Declaration. The Board may also disapprove plans for improvements because of dissatisfaction with the grading and drainage plan, the location of the Structure on the Lot, the materials used, the color scheme, the finish, design, proportion, shape, height, style, or appropriateness of the proposed improvement, or because of any matter or thing which, in the judgment of the Board, would render the proposed improvement inharmonious with, or out of keeping with, the objectives of the Subdivision, or with improvements erected or to be erected on the other Lots in the Subdivision, including purely aesthetic considerations.

Section 3. Compliance with Building and Use Restrictions. Approval by the Board of Directors shall not be valid if the Structure or improvement violates any of the restrictions set forth in Article VII of this Amended and Restated Declaration. The approval of an item by the City, in and of itself, shall not require the Board to also approve that item. The Board shall determine in its own judgment whether the item should be approved under the terms of this Amended and Restated Declaration and the standards for approval applied by the Board

*AMENDED AND RESTATED DECLARATION OF BUILDING RESTRICTIONS
NORTH HILLS ESTATES SUBDIVISION*

for such items, provided that the item, if approved by the Board, would not be in violation of any applicable local ordinances or other law.

Section 4. Board of Directors Approval. Approval from the Board of Directors shall be deemed given if the plans and specifications submitted for approval are identified as approved by the Board and dated and signed by the President or Secretary of the Board. If the Board fails to approve or disapprove such plans and specifications within thirty (30) days after the same have been delivered to the Board, then such approval will not be required, provided that the plans and specifications conform to, and are in harmony with, existing Structures in the Subdivision, the provisions of this Amended and Restated Declaration, and any zoning law that applies. All approvals given by the Board in accordance with this Amended and Restated Declaration are revocable and in the nature of a license and can be withdrawn upon thirty (30) days' written notice in the event of noncompliance with the conditions of such approval.

Section 5. Review Fee. The Board of Directors may charge a review fee to any builder or Owner for the purposes of reviewing plans for improvements. Any such fee may not be utilized for the purpose of compensating any members of the Board but shall be utilized exclusively for the purposes of reimbursing actual expenses of the Board, 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 VII **BUILDING AND USE RESTRICTIONS FOR THE SUBDIVISION**

Section 1. Use of Lots.

A. Single Family Residential Use Only. All Lots except those areas designated as Common Areas shall be used for single-family residential purposes only and for no other purpose whatsoever. No Lot within the Subdivision may be used for any commercial purpose except for and only to the extent that this Amended and Restated Declaration might expressly permit.

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

- (1) No sign or display indicates from the exterior on the Lot that the Dwelling is being utilized for any purpose other than that of a residential dwelling;
- (2) No storage of bulk goods for resale;
- (3) No employees or other persons perform any work in the Dwelling or on the Lot who are not also Owners or tenants of record with the Association, who are using the Dwelling as their primary residence;

*AMENDED AND RESTATED DECLARATION OF BUILDING RESTRICTIONS
NORTH HILLS ESTATES SUBDIVISION*

- (4) No additional pedestrian or vehicular traffic by customers, users, or beneficiaries of the services being performed and/or congestion within the Subdivision;
- (5) No unreasonable disturbance of other Owners;
- (6) No violation of any provision or restriction contained in this Declaration; and
- (7) No violation of any municipal ordinance or regulation by the existence of the home office.

Section 2. Leasing. No Owner may lease any Lot within the Subdivision without having obtained prior written approval of the Association. An Owner intending to lease their Lot must follow the procedures and satisfy the lease requirements identified below.

A. Leasing Procedures. The leasing of Lots in the Subdivision shall conform to the following provisions:

- (1) An Owner desiring to lease a Lot shall disclose that fact in writing to the Association at least twenty (20) days before presenting a lease form to a potential tenant. The Owner shall also supply the Association with a copy of the exact lease form to review for its compliance with the Governing Documents at least ten (10) days prior to the commencement of any such lease. The Association may require the use of a standard lease form. The Association shall be entitled to approve or not approve any proposed lease transaction in accordance with the provisions of this Section.
- (2) If no lease form is to be used, then the Owner shall supply the Association with the term of the proposed arrangement, as well as rent or compensation amounts and due dates. Prior to each tenant's occupancy, the Owner must provide the Association with a Tenant Information Form for contact purposes, which contains the tenant's name, cell phone number, and email address. Owners who do not live on the Lot they own must keep the Association informed of their current mailing address, cell phone number, email address, and an emergency phone number.
- (3) The Board of Directors may charge reasonable administrative fees for reviewing, approving, and monitoring lease transactions in accordance with this Section as the Board, in its discretion, may establish. Any such administrative fees shall be assessed to and collected from the leasing Owner in the same manner as the collection of assessments. This provision shall also apply to occupancy agreements or arrangements.
- (4) Any Owner leasing their Lot shall inform the Association annually whether they intend to continue leasing their Lot the following year.
- (5) When an Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage (without specifying the amount due) to a tenant (or licensee) occupying the Owner's Lot. After receiving the notice, the tenant shall deduct from rental payments

*AMENDED AND RESTATED DECLARATION OF BUILDING RESTRICTIONS
NORTH HILLS ESTATES SUBDIVISION*

due the Owner, the arrearage and future assessments as they fall due and pay them to the Association until the tenant is notified that the arrearage is paid in full. The deductions shall not be a breach of the rental agreement or lease by the tenant.

B. Lease Requirements. For purposes of this Amended and Restated Declaration, "lease" shall refer to: (i) any occupancy agreement, regardless of whether in writing or for rent or other consideration, where the Lot is not occupied by the Owner; and (ii) any form of occupancy agreement or arrangement under which the Owner of a Lot permits another person to occupy a Lot, regardless of whether for rent or other consideration; including but not limited to an oral or written lease, an oral or written license, or an occupancy or possessory arrangement facilitated by Airbnb or similar format. All leases shall:

- (1) Have an initial minimum term of one (1) year;
- (2) Prohibit sub-leasing by the tenant;
- (3) Deem to incorporate all provisions of the Governing Documents;
- (4) Require the tenant to comply with the Governing Documents; and
- (5) Provide that failure to comply with the Governing Documents constitutes a default under the lease.

C. Exemptions. Notwithstanding anything contained herein, Fannie Mae, the Federal Housing Administration, any institutional holder of a first mortgage upon a Lot, and the Association who is in possession of a Lot after foreclosure of the mortgage or lien, or after the acquisition of title to the Lot by a deed in lieu of foreclosure of the mortgage or assessment lien, shall not be subject to the limitations in this Section 2 with respect to any requirement concerning the form and content of any lease, or as to the Association's prior review and approval of any lease. This exemption shall not, however, apply to such entity's successor, transferee, assignee, or designee.

Section 3. Buildings. No building or other Structure designed for habitation shall be erected, installed, placed, altered, or permitted to remain, on any Lots 1 through 202, other than one detached single-family Dwelling not to exceed thirty-five (35') feet in height and two and one-half (2½) stories with an attached private garage for not more than four (4) vehicles, unless approved by the Board of Directors in writing. Notwithstanding the foregoing, garages may not be used for habitation.

Section 4. Setback Lines. No building shall be located less than thirty (30') feet from the front Lot line for all Lots covered by these restrictions. Where the rear yard of a corner Lot abuts the side yard of an interior Lot, a side yard of thirty (30') feet shall be maintained along the side street of the corner Lot. No fence or other Structure shall be erected, installed, placed, or permitted to remain within said side yard.

Where rear yards back to and abut each other or corner Lots, a side street setback of not less than thirty (30') feet shall be provided and maintained. No fence or other Structure, except

driveways and sidewalks, shall be erected, installed, placed, or permitted to remain within such side street setback. The garage location on corner Lots shall conform to Dwelling setbacks.

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

Eaves, steps, and open porches shall not be considered as a part of the building for the purposes of these restrictions. However, this shall not be construed to permit any portion of a building to encroach upon another Lot.

Section 5. Dwelling Square Footage and Construction Materials. The ground floor areas of a Dwelling, exclusive of one-story open porches, breezeways, and attached garages, shall be not less than eleven hundred (1,100) square feet in the case of a one-story Dwelling; nor less than eight hundred (800) square feet in the case of a one and one-half story Dwelling; nor less than seven hundred (700) square feet on the ground floor; nor an aggregate of fourteen hundred (1,400) square feet in the case of a two-story Dwelling.

The ground floor and lower level of a Dwelling shall be brick, stone, or masonry construction. However, this provision shall not be construed to prevent or prohibit the installation or use of other materials in the exterior construction of the frame.

Section 6. Fences and Walls. No fences of any type shall be permitted for the purpose of enclosing an entire Lot. Wrought iron fencing (but not fencing of the wire type commonly known as "cyclone fencing") no more than four (4') feet high with more than 75% sightlines may be installed in the rear or back of the Dwelling on a Lot only after plans and specifications of such proposed fencing has been submitted in writing to and approved by the Board of Directors. All fences shall be properly maintained, repaired, or removed, and are subject to the removal and abatement provision of Article XVIII, Section 2(C) below.

If a proposed fence is on or near a property line, a formal survey prepared within the year prior to submission will be required, along with the plans and specifications of the proposed fence. No fence shall be constructed beyond the setback line from any street abutting any Lot line, whether front, rear, or side. No fences of any kind shall be installed or erected in front of, or extending beyond, the established front building line of any Lot or within the side yard.

In addition to the requirements of this Section 6, the guidelines for approving any fence will include consideration of the requirements of all applicable governmental authorities for fencing around pools or other areas.

Walls are not permitted within any Lot, with the exception of low walls used as part of the landscaping around a Dwelling. The Board of Directors may establish rules and regulations regarding the use of low walls within landscaping.

Section 7. Sight Distances. No hedge or shrub planting which obstructs sight lines at elevations between two (2') feet and six (6') feet above the roadways or streets shall be placed, planted, or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at a point thirty (30') feet from the intersection of the street lines, or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply with respect to any Lot within ten (10') feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

Section 8. Swimming Pools. Only in-ground swimming pools may be installed on any Lot, with no portion of which is higher than one (1) foot above the finished grade of the Lot. No above-ground swimming pool may be erected, placed, or permitted to remain on any Lot, either temporarily or permanently. The Board of Directors shall have the discretion to issue rules and regulations regarding the temporary placement of small, inflatable wading pools. If fencing around a swimming pool is required by the City, plans for such fencing must be approved by the Board prior to construction of the swimming pool.

Section 9. Temporary Structures. No Structure of a temporary character, trailer, tent shack, detached garage, barn, shed, greenhouse, outbuilding, or other building shall be placed, erected, or moved onto any Lot at any time, either temporarily or permanently. Residence in any temporary building or Structure of any kind is prohibited on a Lot. This restriction shall not be construed or applied to prevent the use of a temporary building or Structure for storage or other building purposes during the construction, reconstruction, or installation of the Dwelling on a Lot. Further, this restriction shall not be construed to prevent Owners from short-term (no more than seven (7) consecutive days) tent camping on their own Lot, so long as the tent is not within thirty (30') feet from the front Lot line or any other street abutting the Lot line. Overnight tent camping is not permitted in the Common Areas.

Section 10. Sheds, Accessory Buildings, and Storage Containers. No sheds or accessory buildings shall be placed or constructed on any Lot. This restriction shall not be construed to or applied to prevent the use of exterior storage containers, such as small deck boxes and storage enclosures. Such storage containers shall not exceed 24 square feet (6 feet x 4 feet), shall not exceed 8 feet in height, and shall be subject to architectural review under Article VI. Up to two (2) storage containers may be located against the rear or side of a Dwelling on a level foundation of concrete or paver bricks, or on a deck only, and shall not be free-standing in a yard. Storage containers shall be maintained in good condition, free of cracks, fading, or visible wear. The Board of Directors may establish rules and regulations regarding storage containers.

Section 11. Vehicles and Equipment – Parking and Storage. Subject to the provisions of Sections 11(A) through 11(E) below, no commercial vehicles; trailers used for commercial purposes; house trailers; recreational equipment and trailers (as further defined); or vehicles other than automobiles, sport utility vehicles, motorcycles, and pickup trucks which are

designed and used primarily for personal transportation purposes may be parked in the Subdivision unless stored fully enclosed within an attached garage or parked subject to Section 11(B) below. Nothing herein contained shall be construed to require the Association to approve the parking of such vehicles. The Association shall not be responsible for any damages, costs, or other liability arising from any failure to approve the parking of such vehicles.

With the exception of golf carts, no snowmobiles, all-terrain vehicles, or other vehicles designed primarily for off-road use shall be operated within the Subdivision. No vehicles of any kind shall be parked on grass located in or about the Subdivision, including Lots and common areas. No vehicles, recreational equipment, or trailers shall be used at any time for human habitation on a Lot.

A. Recreational Equipment and Trailers. For the purpose of this Section 11 and as defined in the City of Novi Zoning Ordinance – Article 2.0 Definitions – “recreational equipment and trailers” means any travel trailer, camp trailer, camper, folding tent trailer, utility trailer, boat, boat trailer, float and raft, including transportation equipment and off-road vehicles, manufactured motorized home and manufactured motor bus. Parking recreational equipment and trailers within the Subdivision shall be subject to the City of Novi Zoning Ordinance – Article 5.1 Commercial and Recreational Vehicle Parking and Storage, as amended, and as stated in Rules and Regulations of the Association.

B. Lawn Maintenance and Landscaping Equipment and Trailers. Lawn maintenance and landscaping equipment and trailers shall not be stored or parked in or about the Subdivision (including common areas, streets, driveways, or exposed property of Lots) where they are visible from the front of a Lot.

C. Commercial Vehicles and Trailers. Commercial vehicles and trailers shall not be parked in or about the Subdivision (including common areas, streets, driveways, or exposed property of Lots) for any purpose or length of time other than for expeditious loading and delivery or pick-up and unloading of materials, goods, or merchandise, or if the vehicle is used as the principal means of transportation for an Owner in the conduct of their employment or profession, or for an Owner’s sole means of motor vehicle transportation, so long as the vehicle is not a dump truck, stake truck, flatbed truck, semi-tractor, or cube van, and the vehicle does not exceed seven thousand (7,000) pounds, empty weight, as defined in 1949 PA 300, as amended. In an alleged violation of this Section 11(C), the display of commercial license registration plates shall constitute *prima facie* evidence that it is a commercial vehicle at the time of the alleged violation. Further, the weight indicated on the vehicle’s registration shall constitute a *prima facie* presumption of the weight of the vehicle at the time of any alleged violation, and any gross vehicle weight classification indicated on the vehicle’s registration or plate shall constitute a *prima facie* presumption that the weight of the vehicle was within such classification at the time of any alleged violation.

D. Non-Operational Vehicles; Vehicles with Expired License Plates. Non-operational vehicles or vehicles with expired license plates may not be parked on any Lot,

except in the attached garage of a Dwelling, without the written permission of the Board of Directors. In the event any vehicle parked upon the Subdivision roads has not been moved for more than thirty (30) consecutive days, the Association will presume it is non-operational and may place a notice upon such vehicle indicating that it must be moved within 72 hours of the notice being placed on the vehicle. If the owner of the vehicle does not move the vehicle within this 72-hour time period, the Association may have the vehicle towed in accordance with Section 11(E) below at the owner's expense. Nonemergency maintenance or repair of motor vehicles will not be permitted on any Lot unless specifically approved by the Board.

E. Association's Right to Sticker or Tow Vehicles. Subject to the notice, location, and content requirements of MCL 257.252k of the Michigan Vehicle Code, the Association may cause vehicles parked or stored in violation of this Section 11, or of any applicable Rules and Regulations of the Association, to be stickered and removed/towed from the Subdivision. The cost of such removal may be assessed to and collected from the Owner of the Lot responsible for the presence of the vehicle in the manner provided in Article IV above. In such cases, the Owner will be responsible for costs incurred in having a towing company respond, even if the vehicle is moved and properly parked before the towing contractor arrives at the Subdivision. The Board of Directors may promulgate reasonable rules and regulations governing the parking and use of vehicles in the Subdivision and may levy fines for violations of such rules and regulations.

Section 12. Signs. No signs or billboards of any kind shall be placed, displayed to the public view, or maintained on any Lot or building except one sign of not more than five (5) square feet of surface, the top of which shall be three (3') feet or less above the ground, advertising the Lot or Dwelling for sale or lease. The Board of Directors may, however, approve the display of other signs in writing according to rules and regulations established by the Board.

Section 13. Pets, Animals, and Livestock. Owners may have dogs, cats, or other domesticated household pets provided they do not become an annoyance or nuisance to the neighborhood and are not kept, bred, or maintained for any commercial purpose. No other animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot. Exotic animals are strictly prohibited. Savage or dangerous animals are not allowed within the Subdivision.

Animals must have such care and restraint as not to be obnoxious or offensive on account of noise, odor, or unsanitary conditions. Each Owner shall be responsible for the immediate collection and proper disposal of fecal matter deposited by an animal maintained by such Owner. Animals shall be leashed when outside the Lot and within the Common Areas, as required by City ordinance.

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

or birdhouses on a Lot.

Section 14. Garbage and Refuse Disposal. No Lot or Common Area shall be used or maintained as a dumping ground for rubbish or refuse. Trash, garbage, or other waste shall only be kept in sanitary containers. Current City ordinance, which is subject to change, prohibits trash cans from remaining curbside for more than 24 hours prior to pickup and more than 12 hours after pickup.

Section 15. Nuisances; Activities. No immoral, noxious, improper, unlawful, or offensive activity will be carried on in any Lot or Common Area nor will anything be done which may be or become an annoyance or a nuisance to the Owners. No unreasonably noisy activity will be carried upon the Common Area or Lots, nor will speeding or other vehicular infractions be tolerated within the Subdivision. No animals or devices or things of any sort may be maintained on any Lot whose normal activities or existence are in any way noxious, noisy, dangerous, unsightly, unpleasant, or of a nature that may diminish or destroy the reasonable enjoyment of other Lots in the Association. No Owner will do or permit anything to be done or keep or permit to be kept on their Lot or on the Common Area anything that will increase the rate of insurance of the Association or Subdivision without the written approval of the Association, and each responsible Owner will pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition. All municipal codes and ordinances pertaining to the use of the Common Area will be followed at all times. Owners shall not conduct any activities on their Lot that might be prohibited by City ordinance or other applicable law.

Section 16. Easements – Utilities. Easements and rights-of-way are hereby reserved as shown on the recorded plat for the Subdivision. In addition, easements and rights-of-way are reserved in and over a strip of land six (6') feet in width along all rear and side Lot lines wherever it may be deemed necessary for the installation or maintenance of telephone or electric poles, lines, or conduits, or sewer, gas lines, or water mains for drainage purposes or for the use of any other public utility which services the Subdivision. The use of all or a part of such easements and rights-of-way may be granted or assigned at any time hereafter by the Board of Directors to any person, firm, governmental unit or agency, or corporation furnishing any such service. No permanent Structure of any kind (not including fences) shall be erected, placed, or installed on any part of said easements.

Section 17. Owners' Maintenance of Easement Areas. Except as may otherwise be provided herein, each Owner shall maintain the surface areas of all easements within their Lot, keep the grass and weeds cut, keep the area free of trash and debris, and take such action as may be required to eliminate (or minimize when elimination is not practicable) surface erosion.

Section 18. Solar Energy Systems. The Association will adopt a solar energy policy statement (“Solar Energy Policy”) that sets forth the terms and conditions under which solar energy systems may be installed by Owners. Unless the Homeowners’ Energy Policy Act, Act 68 of 2024 (the “Energy Policy Act”), is found to be unenforceable under Michigan law or is

repealed, the Solar Energy Policy will comply with the Energy Policy Act. The Solar Energy Policy may include any conditions or requirements that are not prohibited by the Energy Policy Act. Owners may install solar energy systems, as defined by the Energy Policy Act, only if the installation of the solar energy system complies with the Association's Solar Energy Policy.

Section 19. Energy-Saving Improvements or Modifications. The Association may adopt a policy statement regarding the installation of energy-saving improvements or modifications ("Energy-Saving Improvements Policy") that sets forth the terms and conditions under which energy-saving improvements or modifications may be installed by Owners. Unless the Energy Policy Act is found to be unenforceable under Michigan law or is repealed, the Energy-Saving Improvements Policy will comply with the Energy Policy Act. The Energy-Saving Improvements Policy may include any conditions or requirements that are not prohibited by the Energy Policy Act. Owners may install energy-saving improvements or modifications, as defined by the Energy Policy Act, only if the installation of the energy-saving improvements or modifications complies with the Association's Energy-Saving Improvements Policy.

To the extent allowed by the Energy Policy Act, the Energy-Saving Improvements Policy will include the following provisions: (1) the Owner is responsible for all costs, liability, insurance, and for the repair, maintenance, and upkeep of the energy-saving improvement or modification, including any related electricity costs; (2) the Owner will indemnify the Association for any liability arising out of the energy-saving improvement or modification; and (3) the energy-saving improvement or modification must be installed in accordance with the manufacturer's specifications. The Board, without the necessity of an amendment to this Amended and Restated Declaration, may make changes regarding energy-saving improvements and modifications through rules and regulations, so long as such changes are not prohibited by this Amended and Restated Declaration or the Energy Policy Act.

The storage and use of a lithium-ion battery require certification by an accredited testing laboratory that it meets the laboratory's applicable standards for fire safety. Lithium-ion batteries must be stored and charged in accordance with the manufacturer's specifications. The assembly or reconditioning of a lithium-ion battery in the Subdivision using cells removed from used storage batteries is prohibited.

Section 20. Prohibition of Dangerous Items. No Owner, tenant, guest or invitee may use or permit the use or discharge by an occupant, agent, employee, invitee, guest or member of their family of any firearms, air rifles, pellet guns, paintball guns, BB guns, bows and arrows, slingshots or other similar dangerous weapons, projectiles or devices anywhere in or about the Subdivision, including the Common Areas. No Owner will use or permit to be brought onto their Lot or into the Common Areas any unusually volatile liquids or materials deemed to be extra hazardous to life, limb, or property without obtaining the Association's written consent in each case. Fireworks may not be used or discharged in the Common Areas.

Section 21. Drones, Unmanned Aerial Vehicles and Air Space Above Subdivision. Drones, remote-control airplanes, remote-control helicopters, remote-control vehicles, robots,

and other unmanned vehicles of any type shall not be utilized in or on the Common Areas or in the airspace above the Subdivision outside the Owner's Lot unless the use of the same is approved by the Association in writing and conforms with the Association's Rules and Regulations. In the event the Association provides written permission to utilize a drone, remote control airplane, remote control helicopter, remote control vehicle, robot, or other unmanned vehicle in or on the Common Areas or in the airspace above the Subdivision, such use must comply with all applicable Federal law, Michigan law or any rules and regulations imposed by the Federal Aviation Administration.

ARTICLE VIII **RESTRICTIONS ON THE USE OF COMMON AREAS**

Section 1. Litter and Pollution. No Owner shall throw or allow trash, refuse, or rubbish of any kind, including wood, wood piles, and debris, to accumulate on Common Areas. 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 and storm sewer drains serving the Subdivision.

Section 2. Prohibition of Dangerous Items. No Owner, tenant, guest, or invitee may use or permit the use or discharge by an occupant, agent, employee, invitee, guest, or member of their family of any firearms, air rifles, pellet guns, paintball guns, BB guns, bows and arrows, slingshots or other similar dangerous weapons, projectiles or devices anywhere in or about the Common Areas. No Owner will use or permit to be brought into the Common Areas any unusually volatile liquids or materials deemed to be extra hazardous to life, limb, or property without obtaining the Association's written consent in each case. Fireworks may not be used or discharged in the Common Areas.

Section 3. Liability. The Association shall maintain liability insurance in sufficient amounts for the purpose of protecting itself and the Owners from the burden of any liability resulting from accidents that may cause death or injury to anyone, or damage or casualty to personal property, while in the Common Areas or on any property under the jurisdiction or control of the Association.

Section 4. Published Rules and Regulations. The 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 Areas as well as other matters relating thereto.

ARTICLE IX **VOTING**

Section 1. Voting Rights. Every Owner is entitled to one (1) vote for each Lot owned. The voting rights of Members shall be as further set forth in the Association's Articles of Incorporation and in this Amended and Restated Declaration, as amended. When more than

*AMENDED AND RESTATED DECLARATION OF BUILDING RESTRICTIONS
NORTH HILLS ESTATES SUBDIVISION*

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

Section 2. Eligibility to Vote. No Owner shall be entitled to vote at any Association or Board meeting until the Owner has presented evidence to the Association of ownership of a Lot in the Subdivision. Land contract vendees shall be recognized as Owners unless the land contract 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 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 related to the Subdivision or Association, and the Owner must be in Good Standing at the time of presentation and signature of a petition in order to validly sign or circulate a petition.

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

A. Right to Vote – Lots Owned by More than One Owner. If a Lot is owned by more than one person or entity, then any one of the Owners may cast the Lot's vote unless the Owners of the Lot have agreed in writing that only the Owner 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 XI, Section 1 of this Amended and Restated Declaration may be eligible to vote or to be appointed to serve as a Designated Voting Representative for such entity-owned Lot under Section 3(B) below.

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 Lot. The Designated Voting Representative under this Section 3 must be one of the Owners of the Lot.

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 people 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 Designated Voting Representative may be changed by the Owners of the Lot at any time by filing a new notice in the manner provided.

C. Association's Right to Request Lot Owner Information. Upon request by the Board of Directors, an Owner shall provide the name, mailing address, email address, cell

phone number, and other contact information that may be deemed necessary of the Designated Voting Representative for the Owner's Lot (if any), as well as the name, mailing address, email address, and cell phone number of each person and entity who is an Owner of the Lot that is the subject of the notice. The notice shall also state the total number of Lots in the Subdivision that are owned (in whole or in part) by each of the Owners of the Lot that is the subject of the notice.

Section 4. Voting.

A. Voting – Generally. Votes may be cast in person, by proxy, or by a written ballot (including absentee ballots, ballots signed electronically, and ballots cast by email or via the Association's website), duly signed by an Owner or by the Lot's Designated Voting Representative who is not present in person or by proxy at a given meeting. 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, including online voting platforms. 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 vote by email, using an electronic signature, through the Association's website, or via any other means of electronic transmission allowed by law, including online voting platforms.

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

B. Proxies and Absentee Ballots. Proxies and 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. Such filings may be made by hand delivery, mail, fax, email, electronic transmission or communication, or by any method permitted by the Nonprofit Corporation Act.

Proxy voting may only be conducted using the proxy form that has been approved by the Board of Directors. A Member may only vote by proxy for one other Member at any given Association meeting. Only Members of the Association in Good Standing may exercise the proxy of another Member. The utilization of proxies by non-Members for any purpose whatsoever is expressly prohibited. 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.

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.

C. Cumulative Voting Prohibited. Cumulative voting shall not be permitted. "Cumulative voting" is defined as voting conducted in any election whereby the

*AMENDED AND RESTATED DECLARATION OF BUILDING RESTRICTIONS
NORTH HILLS ESTATES SUBDIVISION*

number of votes each Lot Owner may cast is based on the number of Directors to be elected, and the Owner is permitted to cast all of their votes for one candidate.

Section 5. Action Without a Meeting. Any action that may be taken at a meeting of the Members, except an approval to increase or decrease the annual assessment or a special assessment, may be taken without a meeting by written vote of the Members. Written votes must be solicited in the same manner as provided in this Amended and Restated Declaration for the giving of notice of meetings of Members. Such solicitations must specify (a) the value of responses needed to meet the quorum requirements, (b) the percentage of approvals necessary to approve the action, and (c) the time by which written votes must be received in order to be counted. The form of written vote must afford an opportunity to specify a choice between approval and disapproval of each matter and provide that, where the Member specifies a choice, the vote will be cast in accordance with that choice. Approval by written vote will be constituted by receipt, within the time period specified in the solicitation, of: (i) a value of written votes that equals or exceeds the quorum that would be required if the action were taken at a meeting; and (ii) a value of approvals that equals or exceeds the value of votes that would be required for approval if the action were taken at a meeting at which the total value of votes cast was the same as the total value of written votes cast.

Section 6. Majority. A majority, except where otherwise provided herein, shall consist of those Owners who represent more than fifty (50%) percent of the Lots in the Subdivision who are in Good Standing and who are present in person, by proxy, or by written ballot (including absentee ballot and ballots cast by email) at a given meeting of the Members. Whenever provided specifically herein, a super majority may be required to exceed the simple majority set forth hereinabove.

ARTICLE X **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 Robert's Rules of Order when not otherwise in conflict with the Articles of Incorporation of the Association, this Amended and Restated Declaration, any duly adopted rules and regulations of the Association, as amended, and the laws of the State of Michigan.

Section 2. Annual Meetings; Order of Business. The annual meetings of the Members of the Association shall be called by the Board of Directors during such month and on such date as the Board shall determine. At such meetings, there shall be elected a Board of Directors by ballot of the Members in accordance with the requirements of this Amended and Restated 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:

*AMENDED AND RESTATED DECLARATION OF BUILDING RESTRICTIONS
NORTH HILLS ESTATES SUBDIVISION*

- A. Calling the meeting to order;
- B. Roll call;
- C. Proof of notice of meeting or waiver of notice;
- D. Determination of quorum;
- E. Reading of minutes of the last annual meeting;
- F. Reports of President;
- G. Report of Secretaries;
- H. Report of Treasurer, which shall include a proposed annual budget for the next year;
- I. Reports of committee chairpersons;
- J. Appointment of inspectors of election;
- K. Old business;
- L. New business;
- M. Election of Directors (at annual or special meetings held for such purpose);
- N. Adjournment.

Meetings of Members shall be chaired by the most senior officer of the Association present at the meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary, and Treasurer. The President may alter the order of business at their discretion, absent any objections to such alteration from the Membership.

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 Members who represent at least one-third ($\frac{1}{3}$) of the Lots in the Subdivision in Good Standing. When a special meeting is requested by the required number of Lots in Good Standing, the meeting must be held within ninety (90) days of the submission of the request to the Secretary. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be conducted 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 thirty (30) days but not more than sixty (60) days prior to such meeting. The first-class 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 IX, Section 3(B) of this Amended and Restated 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 the 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 receive notices via electronic transmission (including, but not limited to, email or text) if they provide the Association with their contact information or otherwise authorize the receipt of notice via another means of electronic transmission.

Section 5. Participation by Remote Communication. Except as otherwise indicated in this Amended and Restated Declaration, Members may participate in a meeting of the Association via telephone or other means of remote communication if all persons participating in the meeting may communicate with each other. All participants will receive notice of the means of remote communication in use, and the names of the participants in the meeting will be divulged to all Members.

Members participating in a meeting via remote communication are considered present in person and may vote at such meeting if all of the following are met: (a) the Association implements reasonable measures to verify that each person considered present and permitted to vote at the meeting via remote communication is a Member or proxy holder; (b) the Association implements reasonable measures to provide each Member and proxy holder a reasonable opportunity to participate in the meeting and to vote on matters submitted to the Members, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with the proceedings; and (c) if any Member or proxy holder votes or takes other action at the meeting via remote communication, a record of the vote or other action is maintained by the Association.

Section 6. Quorum. Except for any provisions in this Amended and Restated Declaration which might require a greater quorum for meetings on certain matters, the presence in person or by proxy or by written ballot (including absentee ballot and ballots cast by email directed to the Board of Directors) of the Members representing at least fifteen (15) Lots in the Subdivision in Good Standing shall constitute a quorum at meetings of the Association. The written absentee ballot of any person furnished at or prior to any duly called meeting at which 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. At least a majority of the Directors must also be present at any meeting of the Members to constitute a quorum.

Section 7. Adjournment for Want of Quorum. If any meeting of Members cannot be held because a quorum is not in attendance, the Members 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 Member as required by this Amended and Restated 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 Amended and Restated Declaration.

Section 8. 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, 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 9. 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 a waiver by such Member of notice of the time, date, and place thereof unless such Member specifically objects to the lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a 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 the vote.

Section 10. 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 statement in the meeting minutes that notice was properly given for the meeting shall be *prima facie* evidence that such notice was actually given. The minutes taken at each meeting of the Members shall record:

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

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 shall distribute the minutes of the previous year's annual meeting to the membership at least thirty (30) days prior to the date of the current year's annual meeting. At the Board's discretion, distribution and publishing of the minutes for purposes of this Section 10 may be made by posting the minutes on the Association's website in lieu of mailing them to the Owners.

ARTICLE XI **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). Directors shall serve without compensation. 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 people or entities. Tenants of Dwellings in the Subdivision are not eligible to serve on the Board (with the exception of the legal spouse of a Member as set forth above).

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,

*AMENDED AND RESTATED DECLARATION OF BUILDING RESTRICTIONS
NORTH HILLS ESTATES SUBDIVISION*

as defined in Article I, Section 12 of this Amended and Restated Declaration. If 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.

No legal entity (such as a partnership, corporation, limited liability company, or trust) 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.

Section 2. Size; Terms of Office; Staggered Board. The Board of Directors shall manage the affairs of the Association and be composed of at least three (3) and not more than seven (7) persons, as determined by a vote of the Owners prior to the election of Directors. Provided, however, that if a motion is not made and carried to increase or decrease the number of Directors, then the Board shall consist of the same number of people as previously comprised. Directors are elected by a plurality of the votes cast in the election (the person who receives the most votes out of all the candidates is elected to the Board, regardless of whether a majority of all the Lots in the Subdivision voted in favor of such person).

Directors will serve 2-year terms and the Board shall have staggered terms of office. Up to four (4) Directors shall be elected in even-numbered years, and up to three (3) Directors shall be elected in odd-numbered years. Directors will hold office until their successors have been elected and hold their first meeting.

Section 3. Powers and Duties – Generally. 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, this Amended and Restated 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, the Nonprofit Corporation Act, or other law vests a power in the Board, 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 Nonprofit Corporation 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 of the Board of Directors. In addition to the foregoing powers and duties imposed by the Governing Documents, or any further powers, duties, or authorities which may be imposed by this Amended and Restated Declaration, the Articles of Incorporation of the Association, or by resolution of the Members of the Association, as amended, the Board of Directors shall be responsible specifically for the following:

- A. Managing and administering the affairs of the Association and the maintenance of 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 improvements after a casualty.
- E. Contracting for and employing people, firms, corporations, or other agents to assist in the management, operation, maintenance, and administration of the Association.
- F. Contracting for and employing people, 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 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.
- H. Enforcing the provisions of the Association's Governing Documents.
- I. 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 establishing penalties for the infraction thereof, in accordance with the Nonprofit Corporation Act, the Articles of Incorporation and this Amended and Restated Declaration.
- J. Establishing such committees as it deems necessary, convenient, or desirable and appointing people 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.
- K. 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 the administration of the affairs of the Association.
- L. 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.
- M. 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.
- N. Resolving any threatened, potential, or existing liabilities in the best interest of the Association.
- O. Causing other optional services at prices to be established by the Board to be performed and taking such other actions as voted by the Members in accordance with this Amended and Restated Declaration and Governing Documents, including, without limitation, the improvement of the Common Areas.

Section 5. Loans Prohibited. No loans for any purpose whatsoever may be secured by the Board of Directors on behalf of the Association.

Section 6. Management Agent. The Board of Directors may employ a professional management agent to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article. The Board may also delegate to such management agent any other duties or powers which are not by law or by the Governing Documents required to be performed by or have the approval of the Board or the Members. In no event is the Board authorized to enter into any contract with a professional management agent in which the maximum term is greater than three (3) years and which cannot be terminated by the Association with or without cause within ninety (90) days' notice.

Section 7. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Members shall be filled by a 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 and shall serve the remainder of the term of the Director whom they replaced until a successor for that Board seat is filled by election at the next annual meeting of the Association.

In the event that a Director resigns or is deemed to resign under any provisions of this Amended and Restated Declaration and there still remains at least two (2) Directors on the Board after the resignation, the remaining Directors may choose, in their discretion, to either appoint a replacement Director under this Section, or they may leave the Director's seat vacant until the next annual meeting, at which point the seat shall be filled by the Owners. When a vacancy created by a Board Member's resignation is filled at the next annual meeting and the term of the Director who resigned was not due to expire for another year, then the person elected at the annual meeting to fill the vacancy shall serve out the remaining year of the term of the Director who resigned (or who was deemed to resign under this Amended and Restated Declaration).

Section 8. Recall; Automatic Resignation. At any regular or special meeting of the Association duly called, any Director 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 Good Standing 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.

*AMENDED AND RESTATED DECLARATION OF BUILDING RESTRICTIONS
NORTH HILLS ESTATES SUBDIVISION*

Section 9. First Meeting of a Newly Elected Board. The first meeting of a newly elected Board of Directors shall be held at the next regular meeting of the Board. Directors shall take office at the first meeting of the Board. Notice of the meeting shall be given to the Directors as prescribed in Article IX, Section 3(B).

The purpose of the first meeting of a newly elected Board shall be the election or appointment of officers and such other matters as might come before the Board at a regular meeting. If the date, place, and time of the first Board meeting are 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 above), 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 all digitally and electronically stored files, data and documents, and all logins and passwords which may secure any such items or Association accounts).

Section 10. 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 (2) such meetings shall be held during each fiscal year. Written notice of regular meetings of the Board of Directors shall be given to each Director at least seven (7) days prior to the date named for such meeting.

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) calendar days' written notice to each Director, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board 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 12. Board Voting on Actions without a Meeting. Any action required or permitted to be taken under authorization voted at a meeting of the Board, or a committee of the Board may be taken without a meeting if, before or after the action, all members of the Board then in office or of the committee consent to the action in writing or by electronic transmission. The written consent must be filed with the minutes of the proceedings of the Board or committee. The consent has the same effect as a vote of the Board or committee for all purposes.

Section 13. Remote Communication – Board Meetings. Directors may participate

*AMENDED AND RESTATED DECLARATION OF BUILDING RESTRICTIONS
NORTH HILLS ESTATES SUBDIVISION*

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 all purposes.

Section 14. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by 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 conducted at such meeting.

Section 15. Quorum – Board Meetings. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board, there is 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 16. 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 the administration of the Association.

Section 17. Executive Sessions. The Board of Directors, at 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. Any Member of the Association shall have the right to inspect and make copies of, the minutes of the meetings of the Board, except that no Member shall be entitled to review or copy minutes which reference privileged communications between the Board 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 18. 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 with 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

*AMENDED AND RESTATED DECLARATION OF BUILDING RESTRICTIONS
NORTH HILLS ESTATES SUBDIVISION*

must disclose or make known to the Board all material facts of such relationships, transactions, and interests. If a Director has any such relationships, transactions, or interests, they shall recuse themselves from any vote taken by the Board to ratify or approve the contractual dealings.

Section 19. 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 17 above and Article XIV, Sections 3 and 4 of this Amended and Restated Declaration.

Section 20. Electronic Transmission. As used in this Amended and Restated Declaration, "written" or "writing" includes communications by electronic transmission (as defined in Article I, Section 11 herein), including but not limited to fax and email. Notices of meetings, waivers of notice of meetings, proxies, written consents, ballots, and all other Association communications may be sent by electronic transmission. When a notice or communication is transmitted electronically, it is deemed to be given when electronically transmitted to the person entitled to the notice or communication in a manner authorized by the person. A Director will be deemed to have consented to the use of email upon providing the Association with a valid email address.

ARTICLE XII **OFFICERS**

Section 1. Designation of Officers. The principal officers of the Association are the President, Vice President, Secretary, and Treasurer, all of whom shall be Members of the Board of Directors. Any two offices except that of the President and Vice President may be held by the same person. The Directors may appoint an Assistant Treasurer, 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. Officers shall not be compensated for their services but may be reimbursed for reasonable out-of-pocket expenses.

Section 2. Election or Appointment. The officers of the Association shall be elected or appointed 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 the affirmative vote of a majority of the Members of the Board of Directors, any officer may be removed from their office with or without cause, and a

*AMENDED AND RESTATED DECLARATION OF BUILDING RESTRICTIONS
NORTH HILLS ESTATES SUBDIVISION*

successor may be elected or appointed at any regular meeting of the Board or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer proposed for removal shall be given an opportunity to be heard at the meeting. An officer who is removed from their office shall remain on the Board as a Director-at-large unless otherwise removed from the Board by the Owners under Article XI, Section 8 of this Amended and Restated Declaration.

Section 4. President. The President shall be the chief executive officer of the Association and chairperson of the Board of Directors. The President shall preside at all meetings of the Association and of the Board. The President shall be an ex-officio Member of all committees and shall see that all resolutions and orders of the Board are carried into effect. 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 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 is absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint another Director 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.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board and the Association. The Secretary shall be in charge of such books, contracts, records, financial statements, and papers as the Board 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 approval from the Board and the Association, as appropriate. To the extent permitted by law and this Amended and Restated 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 XI, Section 6 of this Amended and Restated Declaration.

Section 7. Treasurer. The Treasurer shall have custody of all corporate funds and shall keep books belonging to the Association with full and accurate accounts of all receipts and disbursements. The Treasurer shall deposit all monies in the name of the Association as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the Board, at the regular meetings of the Board, at the annual meeting of the Members, and upon termination of their duties as treasurer, an account of all of their transactions as Treasurer and of the financial condition of the Association. The Treasurer shall review and oversee the 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. Association expenditures shall not be paid by the Treasurer without prior Board approval. Requests from Directors for reimbursement of reasonable

expenses incurred on behalf of the Association in their capacity as a Director must be approved by the Board. Checks cut for such reimbursements may not be signed by the requesting Director. To the extent permitted by law and this Amended and Restated Declaration, the Treasurer's duties described herein may be delegated, in whole or in part, to a professional management agent to be performed on the Board's behalf and subject to its regular review pursuant to Article XI, Section 6 of this Amended and Restated Declaration.

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 XIII **COMMITTEES**

Section 1. Creation of Committees. The Board of Directors may create committees to conduct the business of the Association and report to the Board. Subject to the approval of the Board, the President shall have the authority to appoint the committee chairperson.

Section 2. Eligibility for Committee Members. Members must be residents in Good Standing in order to serve on a committee.

Section 3. Standing Committees. In addition to standing committees, other committees and subcommittees may be created by the Board of Directors as necessary. All committees must submit proposed or recommended actions to the Board for approval. The Board shall make the final determination on all matters according to the Association's Governing Documents. The following is a list of standing committees:

A. House and Grounds Committee. The House and Grounds Committee shall be responsible for improving and maintaining the Common Areas and Subdivision entranceways. It shall receive and evaluate requests from Members, other committees, and the Board of Directors, and shall make recommendations to the Board for consideration. The House and Grounds Committee shall recommend rules and regulations governing Common Area usage and acquisition of or planning and execution of new equipment or improvements in the Common Areas of the Subdivision to the Board. The House and Grounds Committee shall also be responsible for conducting periodic inspections of the Subdivision for enforcement of the Amended and Restated Declaration and for contacting the proper authorities of any violations or infractions of the zoning ordinances or building codes of the City.

B. Social Committee. The Social Committee shall be responsible for promoting and planning social activities for the Members.

ARTICLE XIV **RECORDS AND FINANCES**

Section 1. Fiscal Year. The fiscal year of the Association shall be the calendar year. The commencement date of the fiscal year shall be subject to change by the Board of Directors

*AMENDED AND RESTATED DECLARATION OF BUILDING RESTRICTIONS
NORTH HILLS ESTATES SUBDIVISION*

for accounting reasons or other good cause.

Section 2. 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. The Association shall also keep records of meeting minutes, which include relevant correspondence or documentation. All 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 3. Member's Right to Inspect; Proper Purpose Requirement. 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. A Member has the right to inspect the Association's books, contracts, records, and financial statements in accordance with this Amended and Restated Declaration, as well as the rights and remedies afforded to Members under the Nonprofit Corporation Act, MCL 450.2487, and any other applicable law.

Any Member desiring to view records of the Association pursuant to the Nonprofit Corporation Act, MCL 450.2487, shall tender a prior written request 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 this Amended and Restated Declaration, the Nonprofit Corporation 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. A Member 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 Member to make copies (including photographic copies of the documents inspected) and to make extracts from the records. The Association may assess a reasonable charge for the cost of any copies requested by the Member.

Section 4. Limits on Member's Right to Inspect. Notwithstanding the foregoing, a Member 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:

*AMENDED AND RESTATED DECLARATION OF BUILDING RESTRICTIONS
NORTH HILLS ESTATES SUBDIVISION*

- 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 Member 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 Member of the Association; or
- E. Disclosure of the documents may compromise or adversely affect the Association in any pending or threatened legal proceedings.

Section 5. Financial Statements. The Association shall prepare and distribute a financial statement to each Member at least once a year, the contents of which shall be defined by the Association. The Board of Directors shall obtain an independent review or audit of the Association's books at least every two (2) years. The review or audit may be conducted by a certified public accountant or an accounting firm. The Board may establish an Audit Committee to assist the Board in conducting the review or audit each year. No officer, Director, or other committee member will be allowed to serve on the Audit Committee. The costs of any such review, audit, and any other accounting expenses shall be expenses of the administration of the Association.

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 Board of 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 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.

ARTICLE XV **INDEMNIFICATION OF DIRECTORS AND OFFICERS;** **DIRECTORS' AND OFFICERS' INSURANCE**

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

Section 1. Indemnification of Directors, Officers, and Non-Director Volunteers by the Association – Generally. The Association shall indemnify any person who was or is

*AMENDED AND RESTATED DECLARATION OF BUILDING RESTRICTIONS
NORTH HILLS ESTATES SUBDIVISION*

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, non-Director volunteer, agent, or employee of the Association, against expenses, including attorneys' fees, judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by 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 indemnification provided for herein shall apply only if the Board of Directors (with the person seeking reimbursement or indemnification abstaining) approves such settlement and reimbursement or indemnification as being in the best interest of the Association.

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

Section 2. Indemnification of Directors, Officers, and Non-Director Volunteers by the Association – Derivative Actions in the Right of the Association. The Association shall indemnify any person who was or is party or is threatened to be made a party to a threatened, pending, or completed action or suit in the right of the Association to procure a judgment in its favor by reason of the fact that the person is or was a Director, officer, non-Director volunteer, agent, or employee of the Association, against expenses, including attorneys' fees and amounts paid in settlement actually and reasonably incurred by 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, non-Director volunteer or agent

*AMENDED AND RESTATED DECLARATION OF BUILDING RESTRICTIONS
NORTH HILLS ESTATES SUBDIVISION*

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 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 XVI **COMPLIANCE**

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

ARTICLE XVII **AMENDMENTS**

Section 1. Proposal. Amendments to this Amended and Restated 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 ($\frac{1}{3}$) of all Lots in the Subdivision.

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

Section 2. Membership Meetings Regarding Amendments; Voting. A meeting of the membership shall be duly called in accordance with this Amended and Restated Declaration to review and discuss any proposed amendment with the Owners that would require a vote of the Owners under this Amended and Restated Declaration. The actual vote on the amendments may (but need not) take place at this same membership meeting.

The covenants, conditions, restrictions, and agreements of this Amended and Restated Declaration may be amended at any time with the approval of those Owners who represent at

*AMENDED AND RESTATED DECLARATION OF BUILDING RESTRICTIONS
NORTH HILLS ESTATES SUBDIVISION*

least a majority (i.e., more than 50%) of all the Lots in the Subdivision. Such approval may be evidenced by a written instrument or consent signed by the Owners of the aforesaid percentage of Lots in the Subdivision, 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 mail and email). Notwithstanding any other provision of this Amended and Restated Declaration, the Association may conduct an Owner vote on proposed amendments solely by written ballot under Section 408 of the Nonprofit Corporation Act and this Amended and Restated Declaration as long as at least one (1) meeting of the membership has been held to review and discuss the proposed amendments prior to the written ballot vote.

The written ballots, instruments, or consents which indicate each Owner's approval of the amendments need not be notarized. As long as the ballot, instrument, 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 Owner shall be sufficient to indicate that approval of the amendments from the Lot's Owners has been received.

Amendments may be made to this Amended and Restated 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 stated in this Article shall take immediate effect upon their recording with the Oakland 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. 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 Amended and Restated 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 10-year periods from the date this Amended and Restated Declaration is recorded. The 10-year renewal time periods stated in this Section 3 shall not be construed as requiring the delay of the legal effect of any amendments to this Amended and Restated Declaration to the end of any current 10-year period, or to the commencement of any subsequent 10-year renewal period.

ARTICLE XVIII **ENFORCEMENT AND REMEDIES**

Section 1. Remedies – Generally. The Association and any Owner shall have the right to enforce, by proceedings at law or in equity, all covenants, conditions, restrictions, reservations, liens, and charges (including collection of unpaid assessments) now or hereafter imposed by the provisions of this Amended and Restated 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. Remedies for the collection of unpaid amounts due to the Association are identified in Article IV

*AMENDED AND RESTATED DECLARATION OF BUILDING RESTRICTIONS
NORTH HILLS ESTATES SUBDIVISION*

of this Amended and Restated Declaration.

Section 2. Remedies – Specifically. Any default by an Owner shall entitle the Association or another Owner to the following relief:

A. Legal Action. Failure to comply with any of the terms and provisions of the Governing Documents, shall be grounds for relief, which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of obligations or assessments owed to the Association), or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Owner.

B. Recovery of Costs and Attorney Fees. In the event of a default of an Owner, tenant, Non-Owner Occupant, resident, or guest, the Association shall be entitled to recover from the Owner, tenant Non-Owner Occupant, resident, and guest, the costs and attorney fees incurred pre-litigation in obtaining their compliance with the Governing Documents or incidental to any bankruptcy proceedings filed by the delinquent Owner, or probate or estate matters, including monitoring any payments made by the bankruptcy trustee, probate court, or estate to pay any delinquency, and reasonable attorney's fees and costs incurred incidental to any State or Federal Court proceeding filed by the Owner, as well as advances for taxes or other liens or costs paid by the Association to protect its lien incurred in defense of any claim or obtaining compliance or relief. In no event is any Owner entitled to recover attorney's fees or costs against the Association. The Association may assess such amounts to the Owner in default in the same manner as other assessments under Article IV of this Amended and Restated Declaration.

In any proceeding arising because of an alleged default by an Owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees and costs (not limited to statutory fees) as may be determined by the Court. 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 fees incurred in defending any claim, counterclaim, or other matter from the Owner asserting the claim, counterclaim, or other matter. 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 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 remedies 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 a Lot.

*AMENDED AND RESTATED DECLARATION OF BUILDING RESTRICTIONS
NORTH HILLS ESTATES SUBDIVISION*

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 Board, detracts from the overall attractiveness of the health and welfare of the Subdivision. The Association may enter 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 with seventy-two (72) hours' notice prior to entry on the Lot, except in the event of an 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 all expenses, attorney fees, and costs incurred arising out of or relating to the removal or abatement in the same manner as assessments under Article IV of this Amended and Restated Declaration.

D. Assessment of Fines. The violation of any of the provisions of the Governing Documents by any Owner, in addition to the remedies set forth above, shall be grounds for assessment by the Association of a monetary fine for that 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 to the Property through such Owner. Nothing in this Article shall be construed to prevent the Association from pursuing any other remedy under the Governing Documents, the Nonprofit Corporation Act, or other applicable law for such violations, or from combining a fine with any other remedy or requirement to redress any violation.

(1) **Procedures.** Upon any violation 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 will be sent by first-class mail, postage prepaid, or personally delivered to the representative of said Owner at the address as shown in the notice required to be filed with the Association under Article IX, Section 3(B) of this Amended and Restated Declaration; and, if no such notice has been filed with the Association, then to the Lot owned by the Owner. The notice also shall allow the Owner to request a hearing on the alleged violation before the Board of Directors at its next regularly scheduled meeting or 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.

(2) **Hearing and Decision.** At the hearing, the Owner shall have the right to appear before the Board and offer evidence to defend the alleged violation. Failure to respond to the notice of violation within fifteen (15) days shall constitute a Default. 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 decide by majority vote of a quorum of the Board whether a violation has occurred. The Board shall issue a written notice of its determination within ten (10) days after the hearing or Default, and upon finding that a violation has occurred, the Board may levy a fine in accordance with the following subsection. The Board's decision is final.

(3) **Fine Schedule.** Upon a determination after the hearing or Default 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 (No fine)
2 nd Violation	\$25.00 fine
3 rd Violation	\$50.00 fine
4 th and Subsequent Violations	\$100.00 fine

The Board of Directors, without the necessity of an amendment to this Amended and Restated Declaration, may make such changes in said fines or adopt alternative fines, including the indexing of such fines to the rate of inflation, in accordance with rules and regulations promulgated in accordance with Article XI, Section 4(I) of this Amended and Restated Declaration.

For purposes of this Section, the number of the violation (i.e. First, Second, etc.) is determined with respect to the number of times an Owner violates the same provision of the Governing Documents as long as that Owner is an owner of a Lot in the Subdivision and is not based upon time or violations of entirely different provisions. In the case of *continuing violations*, a new violation will be deemed to occur each successive week during which a violation continues. No further hearings other than the first hearing are required for successive violations and fines once a violation has been found to exist. Nothing in this Article will be construed as to prevent the Association from pursuing any other remedy under the Declaration for such violations or from combining a fine with any other remedy or requirement to redress any violation.

E. Collection of Fines. The fines levied pursuant to Section 2(D)(3) above will be assessed against the Owner's Lot and immediately due and payable. Failure to pay the fine will subject the Owner to all liabilities set forth in this Amended and Restated Declaration, including, without limitation, those described in this Article and Article IV above.

Section 3. 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 4. Cumulative Rights and 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 5. Enforcement of Provisions of Governing Documents. An Owner may

*AMENDED AND RESTATED DECLARATION OF BUILDING RESTRICTIONS
NORTH HILLS ESTATES SUBDIVISION*

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 Nonprofit Corporation Act, or any other applicable law.

ARTICLE XIX **OTHER GENERAL PROVISIONS**

Section 1. Annexation of Additional Lots and Common Areas. 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. Number and Gender. As used in this Amended and Restated Declaration, any gender shall include any other gender, the plural shall include the singular and the singular shall include the plural, whenever appropriate.

Section 3. Appointment of Association as Attorney in Fact. All Owners, their successors and assigns, hereby irrevocably appoint the Association and its Board of Directors as their agent and attorney-in-fact for the purpose of executing any document necessary to allow the Association to do anything that the Association is entitled to do under the terms of this Amended and Restated Declaration.

Section 4. 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 families with children under the age of eighteen (18) living with parents or legal custodians), or pregnant women. The Association and its Board 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.

Section 5. Severability. Each restriction herein is intended to be severable, and in the event that one covenant is held void for any reason, it shall not affect the validity of the remaining covenants and restrictions.

Section 6. Captions. The captions, headings, and sub-headings contained in this Amended and Restated Declaration are for convenience and reference purposes only and shall not add to or detract from nor in any way expand or limit the content of the Articles and Sections set forth herein.

*AMENDED AND RESTATED DECLARATION OF BUILDING RESTRICTIONS
NORTH HILLS ESTATES SUBDIVISION*

Section 7. Conflicts of Provisions. In the event of a conflict between this Amended and Restated Declaration and any other Governing Documents, the following hierarchy applies:

1. Amended and Restated Declaration, as amended
2. Articles of Incorporation, as amended
3. Rules and Regulations

* * * * *

[SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE]

*AMENDED AND RESTATED DECLARATION OF BUILDING RESTRICTIONS
NORTH HILLS ESTATES SUBDIVISION*

IN WITNESS WHEREOF, the Association has caused this Amended and Restated Declaration of Building Restrictions to be executed on the day and year first written above.

NORTH HILLS ESTATES ASSOCIATION, INC.,
a Michigan nonprofit corporation

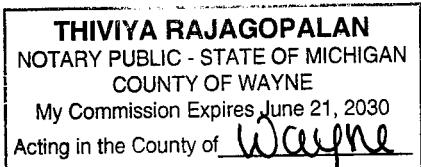
By: Nick Loedeman

Nick Loedeman

Its: President

STATE OF MICHIGAN)
)
)
COUNTY OF OAKLAND)

The foregoing Amended and Restated Declaration of Building Restrictions for North Hills Estates Subdivision was acknowledged before me, a notary public on the 10th day of September, 2025, by Nick Loedeman, known to me to be the President of the North Hills Estates Association, Inc., a Michigan nonprofit corporation, and that he executed this Amended and Restated Declaration of Building Restrictions for North Hills Estates Subdivision as his own free act and deed on behalf of the Association.



Thiviya Rajagopalan
Thiviya Rajagopalan Notary Public
Wayne County, Michigan
My commission expires: 6/21/2030
Acting in the County of Wayne

PREPARED BY and WHEN RECORDED RETURN TO:

Tracy N. Danner-Bond (P58037)
Hirzel Law, PLC
37085 Grand River Ave., Ste. 200
Farmington, MI 48335
(248) 478-1800

AMENDED AND RESTATED DECLARATION OF BUILDING RESTRICTIONS
NORTH HILLS ESTATES SUBDIVISION