

Quail Run Homeowners Association

Plymouth, Michigan

QUAIL RUN HOMEOWNERS

DEED RESTRICTIONS

AND

ASSOCIATION BYLAWS

Quail Run Subdivision
Lots 1 through 72, both inclusive
and Quail Run Parks

BUILDING AND USE RESTRICTIONS

RESTRICTIONS RE: QUAIL RUN SUBDIVISION, LOTS 1 THROUGH 72, BOTH INCLUSIVE, AND QUAIL RUN PARKS, part of the SW 1/4 of Section 32, Towne 1 South, Range 8 East, Plymouth Township, Wayne County, Michigan, a plat recorded in Liber 103, Page 1 thru 6, the metes and bounds legal description of all of which is attached hereto, incorporated herein and made a part hereof,

1. These restrictions are covenants which shall run with the land and shall be binding on all parties hereto and all parties claiming under or through them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless it is on that date or at the end of any such period agreed by a vote of the then owners of a majority of the lots included in the above described land, to change such restrictions in whole or in part, or to cancel them.

2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family dwelling, not to exceed two (2) stories in height, and a private garage for not more than three (3) cars, except as to platting or Township engineering requirements.

3. No dwelling shall be permitted on any lot, having an area, exclusive of open porches and garages, of less than (1) 1650 square feet for a one story structure, (2) an aggregate of 1850 square feet with a first floor of 1050 square feet, for a one and one-half story, (3) an aggregate of 1950 square feet, with a first floor of 1050 square feet, for a two story, and (4) an aggregate of 2150 square feet for a tri-level or quad-level structure.

4. No building shall be located on any lot nearer than 35 feet to the front line, or nearer than 12 feet to any side street lot line, except where lots at corners back into lots facing a side street; in such events the side street side yard shall be not less than 35 feet, all dwellings shall be erected so as to provide no less than 8.0 feet to a side lot line, and a combination of two not less than 20.0 feet and in no event shall the distance between adjacent dwellings, to include accessory building, be less than 20 feet; and 40 feet from rear lot lines. Garage location on corner lots shall conform to dwelling setback. Approval of any variance by the Plymouth Township Zoning Board of Appeals permitting rear yards or side yards, smaller or lesser than the above minimums, shall be deemed a valid waiver of these

Building and Use Restrictions, and in any such event, the building and use restrictions set forth in the paragraph 4 shall not apply.

5. No fencing of any type whatsoever shall be allowed for the purpose of enclosing any lot or any part thereof. Fencing, but not of the wire type commonly known as "Cyclone Fence", shall be allowed for safety purposes, limited solely to enclose a swimming pool. The construction of a swimming pool within a lot will be expressly limited to the type classified as an "in-ground pool" which is completely submerged within, and which shall not project in any manner above the established ground grade level. Shrubs, flowers and trees shall be permitted within a lot, and also to establish a lot boundary border.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and no buildings are to be constructed within the easements.

7. No structure of a temporary character, trailer, tent, shack, barn or other outbuildings shall be placed on any lot at any time either temporarily or permanently, except a structure to be used by builders for storage of materials during construction period, except as to platting or Township engineering requirements, and except as to a trailer used by the Developer for construction and/or sale purposes during the period of construction and sales.

8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereupon which may be or may become an annoyance or nuisance to the neighborhood.

9. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, and one sign of not more than six (6) square feet for advertising the property for sale or rent; except that signs of any size may be used by a builder to advertise the property during the construction period.

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

11. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. The use of any incinerator shall be a type which will not discharge offensive odors or ash when burning.

12. No business, trade, profession or commercial activity, calling for home occupation, of any kind, shall be conducted in any building or on any portion of the property, except a

builder's sales office may be used and maintained until all of the lots in the subdivision have homes constructed thereon and shall be occupied as a place of residence.

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

14. All public utilities such as water mains, sanitary sewer, storm sewers, gas mains, electric and telephone local subdivision distribution lines, and all connections to same, either private or otherwise, shall be installed underground; provided, however, that above ground transformers, pedestals and other above ground electric and telephone utility equipment associated with or necessary for underground utility installations and distribution systems and surface and off-site drainage channels and facilities, as well as street lighting stanchions, shall be permitted. The said lots 1 through 72, both inclusive, and Quail Run Parks, above described are, in addition, subject to the terms of a Restriction Agreement recorded in Liber 103, Pages 1 thru 6, Wayne County Records, between the undersigned and the Detroit Edison Company and the Michigan Bell Telephone Company, relating to the installation and maintenance of underground electric and communication service and facilities, and which instruments are, by this reference, incorporated herein.

15. No inoperative vehicles or commercial vehicles, house trailers or mobile trailers, boats and boat trailers shall be permitted to be parked or stored on any lot in said subdivision unless such vehicles are parked or stored in a garage on said lot which conforms to the requirements pertaining to the construction of garages as set forth above.

16. Each owner-occupant shall, within sixty (60) days of receipt of fee simple title, install or cause to have installed seed and mulch or sod or other vegetative growth covering all exposed earth; provided, however, if such fee simple title shall be received between October 1, in any year, and April 15, of the next succeeding year, the obligations as above set forth shall be completed no later than May 15 of the succeeding year.

17. Lot Owners Association:

(A) Definitions

1. "Developer" shall mean and include Lakeridge Associates, a Michigan Co-Partnership, or its assigns.

2. "Association" shall mean and refer to the Quail Run Homeowners' Association.

3. "Properties" shall mean and include Lots 1 through 72, both inclusive, of Quail Run Subdivision described above.

4. "Common Areas" shall mean and refer to those areas of land denoted on the recorded plat of the properties as Quail Run Parks as set forth on the recorded plat of the properties and intended to be owned by the Association and to be devoted to the common use and enjoyment of the owners of the property and any improvements thereon.

5. "Owners" shall mean and refer to the record owner, whether one or more persons or entity, of the fee simple title to any lots, including land contract vendors, but not including any mortgagee, unless and until such mortgagee shall have acquired fee simple title pursuant to foreclosure or any proceedings of conveyance in lieu of foreclosure. When more than one person or entity has an interest in the fee simple title of any lot, the interest of all such persons collectively shall be that of a single owner.

6. "Members" shall mean and refer to all those owners who are members of the Association as hereinafter set forth.

(B) Duties&:Responsibilities:Assessments & Collections

1. The Developer shall establish a Michigan non-profit corporation under the name "Quail Run Homeowners' Association", hereinafter referred to as the Association.

2. The Developer shall deed the Common Areas and storm water retention areas to the Association by deed free of encumbrances or lien, but subject to these restrictions and easements and covenants of record.

3. The voting rights in the Association shall be held and controlled by the Developer, who shall elect the Directors of the Association until the Developer shall have sold and conveyed 95% of the platted lots in the subdivision, or such time prior thereto, as shall be elected by the Developer, at it determination.

4. At such time as provided in Paragraph 3 immediately above, the voting rights of the non-profit corporation shall be transferred to the Owners of the lots in the Subdivision, and the lot Owners shall succeed to the voting rights in the corporation.

5. The Association will be responsible for the control and maintenance (as hereinafter defined) of the Common Areas and storm water retention areas within the Subdivision, as well as rear yard and footing drains.

6. The Board of Directors of the Association shall

adopt an annual budget which shall include an adequate allowance for the maintenance of the Common Areas, storm water retention areas, and rear yard drains within the Subdivision. The Board shall advise the Owners of each lot of the amount of the required contribution from each lot Owner which shall be necessary to defray the operating costs of the Association, including the costs of maintaining the Common Areas, storm water retention areas and rear yard drains. The required contribution shall be an assessment on each lot and lot Owner.

7. By acceptance of a deed to a lot in the Subdivision, each lot Owner agrees that the annual assessment for operating costs of the Association, including maintenance as aforesaid, shall be a lien on the lot owned by each lot Owner, and that the payment of the amount of each annual assessment shall, in addition, be a personal obligation of each lot Owner.

8. The annual assessment on each lot and lot Owner, as established by the Board of Directors of the Association, shall be paid to the Association within the time limited by resolution of the Board of Directors.

9. In the event of non-payment of the assessment by any lot Owner, the Association may proceed to collect the assessment, by action at law or by foreclosure of the lien granted to the Association by each Owner. The remedies of the Association in the event of non-payment, shall be cumulative and the Association shall not be deemed to have waived any right, nor have elected any remedy, to the exclusion of any other remedy, by its proceeding in any form to effect collection.

10. Lots owned by the Developer, shall not be subject to assessment. A builder-purchaser from Developer shall pay to the Association its pro rat share of any maintenance expense incurred.

**(C) Obligations of the Association: Common Areas
Subdivision Restrictions, maintenance & Repair**

1. The principal function of the Association shall be the enforcement of restrictions imposed on the lots in the Subdivision in this Declaration of Building and Use Restrictions, the establishment of reasonable rules and regulations for the use of the Common Areas within the Subdivision, the maintenance and repair of the Common Areas, including the parks, walks, entries and storm water retention areas, the maintenance of rear yard drains and drainage grades, and supervision of the maintenance of footing drains.

2. The Association may, in the discretion of its Board of Directors, promote and advance the interests of the lot Owners, establish social programs, and establish programs and policies which will improve the Subdivision and assist the lot Owners.

3. "Maintenance of the Common Areas" shall include, but shall not be limited to the following:
- a) Maintenance of established grades in all Common Areas.
 - b) Cutting of weeds, grass or other plant materials.
 - c) Control of undesirable insects and animals.
 - d) Removal of trash, paper and garbage.
 - e) Cleaning, repair and maintenance of any dam, pipe, drain, valve or opening in the water storage area and all pipes or lines leading into or out of the storage area, and connecting the water storage area with the public storm sewer system.
 - f) Maintenance, repair and replacement of all equipment, landscaping, grass or planting in the Common Areas.
 - g) Assumption and payment of all real estate taxes and special assessments imposed or levied by any appropriate governmental authority, covering the common areas and the storm water retention areas, including Quail Run Parks.
 - h) All and every other act necessary to protect and preserve the Common Areas for the purposes for which they were established.

**(D) Maintenance of the Rear Yard Drains
Drainage, Grade and Footing Drains:**

1. Surface Drainage:

It shall be the responsibility of each lot Owner and builder-purchaser from Developer to maintain the surface drainage grades of his lot as established by the Developer. Each lot Owner covenants that he will not change the surface grade of his lot in a manner which will materially increase or decrease the storm water, flowing onto or off of his lot or block, pond or obstruct surface water. The Board of Directors of the Association shall enforce this covenant, and may enter upon the lots in the Subdivision to correct any violation of this covenant, and shall charge the cost of the correction to the lot Owner who had violated this covenant.

2. Rear Yard Drains:

The Subdivision Association shall be responsible for the maintenance of enclosed rear yard storm water drains. In the event such drains shall require repair, the drains shall be repaired by the Association, and the cost of such repair shall be allocated equally among all lots served by the arm of the drain line repaired. The allocation of cost shall be assessed to the lot Owners, and shall be a lien upon the lot and a personal obligation of each lot Owner assessed.

3. Footing Drains:

It shall be the responsibility of each lot Owner and builder-purchaser from Developer to assure that footing drains are clear of obstructions and are connected to the storm sewer system. Thereafter it shall be the responsibility of each lot Owner to maintain said footing drains.

In the event any lot Owner shall fail to maintain the footing drains or shall fail to have the drains properly connected to the storm water drainage system, the Association may enter upon the land of such Owner and perform all necessary repairs and maintenance of the footing drains. The costs for such repairs and maintenance shall be charged to the lot Owner and shall be a lien upon the land and a personal obligation of the Owner of the lot.

**(E) Failure of a Lot Owner or the Association
to Maintain the Common Areas, Drainage
Grades, Rear Yard Drains or Footing Drains:**

1. The Township of Plymouth or its successors shall have the right to enter upon the Common Areas of the Subdivision, and all lots within the Subdivision, at all reasonable times for the purpose of inspecting the Common Areas, rear yard drains and footing drains, for the purpose of determining if the areas and drains are adequately maintained.

2. In the event the Township of Plymouth shall determine that the Common Areas, the storm water retention area, the drainage grades, and footing or rear yard drains are inadequately maintained, or that there exists a danger to public health, safety or morals, or that the maintenance of the storm water retention area is inadequate to insure that the retention area will perform according to its design specifications, the Township will advise the Board of Directors of the Association of the condition objected to, and shall establish a reasonable time limit for the correction of the deficiency.

3. The Association shall comply with the notice from the Township within the time specified, and shall establish such additional assessments on the lots and the Subdivision, as shall be necessary to fund the cost of the required maintenance,

repair or improvement. Assessments for repair of footing drains shall be made only against the lot on which the repair is completed. In the event the Association fails to complete the maintenance items, of which it has been notified within the period limited by the notice, the Township of Plymouth may enter upon the lots or Common Areas and perform the required maintenance, either through its employees or through independent contractors. The Association shall be responsible for the cost of the maintenance performed by the Township, and each lot Owner shall be responsible for his proportionate share of the costs, including reasonable inspection and supervision fees to the Township.

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

5. The Township of Plymouth may, as an additional remedy, in the event of the failure of the Association to comply with any notice requiring repair or maintenance to the Common Areas, establish a special assessment district, consisting of all lots within the Subdivision, and may assess the costs of any maintenance or repair performed by the Township, against the lots in the Subdivision. Any lot Owner, by accepting a deed to a lot in the Subdivision, shall consent to the inclusion of his lot within the special assessment district.

6. Entry into the Common Areas by the Township of Plymouth for any purpose shall not be deemed a dedication of those areas, nor shall the performance of any maintenance in the Common Areas by the Township, be deemed an acceptance of title to the Common Areas by the Township. Such maintenance of the Common Areas by the Township shall not relieve the Association and lot Owners from the obligation of maintaining the Common Areas and water retention areas, pursuant to these restrictions.

7a) The Township of Plymouth, its successors, assigns, agents, independent contractors and employees, are hereby granted an irrevocable license to enter upon and across all land at any time, for the purpose of inspecting, repairing, maintaining, removing, installing, reinstalling and constructing the storm drains, rear yard drains and footing drains and other improvements, which are the subject of a certain agreement, dated May, 1988 between the Township of Plymouth and Developer.

7b) The Association of the Owner of the land, and the Owner(s) of the lots, and their agents, heirs, successors and assigns, shall be jointly and severally liable for all costs and expenses incurred by the Township of Plymouth, together with

Reasonable charges for its administration, supervision and management, in inspecting, repairing, maintaining, removing, installing, reinstalling and constructing the storm drains, rear yard drains and other improvements which are the subject of Paragraph 7a, immediately hereinbefore set forth, and the lot Owners shall be severally liable for the cost of repairing footing drains on each lot. Such costs, expenses and charges shall be due and owing, upon the Township of Plymouth communicating the same in writing to the last known address of said Association, filed with the Township Clerk, and to the address of Owner(s) as set forth on the then existing tax roll, by first class mail, postage prepaid, and a Proof of Service of said mailing shall be conclusive evidence of the fact of actual notice to all persons, firms, corporations, associations or entities to whom such mailing was addressed. The foregoing shall not be the exclusive right or remedy of the Township of Plymouth, rather all rights and remedies otherwise provided to the Township of Plymouth by statute, ordinance, agreement or other provisions of this instrument shall be available to the Township of Plymouth.

18. Exemption of Developer:

Lots owned by the Developer shall not be assessed, nor shall they be subject to lien for any sum required to be paid for the maintenance of Common Areas, storm or footing drains. Upon transfer of any lot from the Developer, the lot shall become immediately subject to assessment, and any assessment levied in the year of sale shall be prorated on a calendar year basis, and the purchaser shall pay a prorated share of such assessment to the Developer as part of the purchase price.

The Developer shall further be exempted from the operation of all other restrictions, and each lot shall not be bound by these restrictions until each lot shall have been deeded by the Developer. No lot owned by the Developer shall be exempt from Township restrictions, charges or assessments.

19. Invalidation of any one of these covenants by judgement or court order shall in nowise affect any of the other provisions, which shall remain in full force and effect.

20. Nothing herein provided shall constitute a waiver of, inapplicability of, or invalidity of any current or future ordinance of the Township of Plymouth, or its successors, and to the extent and degree, in form and substance, any such ordinance, now or in the future contains more restrictive terms or conditions than herein provided, such ordinance, or any portions thereof, shall take precedence and be treated as having the full force and effect, as being a part hereof, incorporated by reference in this instrument.

21. The Township of Plymouth, and its successors and assigns, does not by its exercise of any right herein provided to said Township of Plymouth or by its undertaking of any act or obligation in relation to the premises, including without

limitation Common Area and storm water drainage rights, outlets or facilities, constitute directly or indirectly the Association or Owners as the agents or beneficiaries of the Township of Plymouth. Further, the Township of Plymouth shall retain its full governmental immunity in the premises. Any act, right or obligation of the Township of Plymouth, either specifically or by implication, arising from or occurring as a result of this instrument shall be done or omitted by the Township of Plymouth in its sole and exclusive discretion. In no event shall the Township of Plymouth be liable in damages, by specific performance or otherwise to the Association, or any Owner or Owners, by reason of or from any matter in connection with this instrument.

WITNESSES:

S & S HOMES, INC.
A MICHIGAN CORPORATION

Carol Ann Popowitz

BY:
Angelo Spagnoli - Secretary

William Spagnoli

STATE OF MICHIGAN)
County of Wayne) ss.

The foregoing instrument was acknowledge before me this 20th day of May, 1988 by Angelo Spagnoli of S & S Home, Inc., a Michigan Corporation, on behalf of the corporation.

Carol Ann Popowitz
Notary Public,
Wayne County Michigan

My Commission expires December 4, 1990.

**QUAIL RUN SUBDIVISION, LOTS 1 THROUGH 72, INCLUSIVE AND
QUAIL RUN PARKS CONDITIONS, UNIT 1 THROUGH 58, INCLUSIVE
AMENDMENT TO BUILDING AND USE RESTRICTIONS**

Building and use Restrictions for Quail Run Subdivision and Quail Run Parks as recorded April 11, 1989 in Li 24139 Pages 323 to 331, inclusive, Wayne County Records are hereby amended to include the units comprising the Quail Run Condominium Plat in the area described on Exhibit "A" being also Phase IV of Exhibit "B"

attached to Modified Consent Judgement recorded in LI 233642 Pages 702-725 inclusive as to the following Paragraphs:

Paragraphs 1, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 165, 17(E) for the purpose of requiring all property owners included in the area described in Exhibit "A" comprising the Quail Run Condominium Plat to share in the responsibility for the maintenance of the Common Open Space areas and the storm water retention basis. Also, access to and use of the open space area delineated on revised Exhibit "B" attached to the Modified Consent Judgement entered on November 20, 1987 in the Wayne County Circuit Court and recorded in LI 23642 Pages 702-725, inclusive Wayne County Records for said property owners in Quail Run Condominium Plat is hereby granted.

In addition, the Quail Run Parks Condominium Homeowners Association shall be subject to the obligations set forth in Paragraph 17 (10) (c) (3) in proportion to the number of units in Quail Run Parks Condominiums to the combined total number of lots and units in Quail Run Subdivision and Quail Run Parks Condominiums:

58 Units - Quail Run Parks Condominiums 72
Lots - Quail Run Subdivision

Total - 158 Lots and Units

| | |
|------------------------------|--------|
| Quail Run Parks Condominiums | 44.61% |
| Quail Run Subdivision | 55.39% |

BY-LAWS
OF
QUAIL RUN HOMEOWNERSASSOCIATION

ARTICLE I - NAME AND LOCATION

The name of this corporation is Quail Run Homeowners Association, hereinafter referred to as the "Association". The principal office of the Association shall be located at 9313 Haggerty Road, Plymouth, Michigan 48170, but meetings of members and directors may be held at such place within the State of Michigan as may be designated by the Board of Directors.

ARTICLE II - DEFINITIONS

Section 1. "Developer shall mean and include S&S Homes, Inc., a Michigan Corporation, or its assigns.

Section 2. "Association" shall mean and refer to the Quail Run Homeowners Association.

Section 3. "Properties" shall mean and include Lots 1 through 72 of Quail Run Subdivision described above.

Section 4. "Common Areas" shall mean and refer to those areas of land denoted on the recorded plat of the properties as Quail Run Parks as set forth on the recorded plat of the properties and intended to be owned by the Association and to be devoted to the common use and enjoyment of the owners of the property and any improvements thereon.

Section 5. "Owners" shall mean and refer to the record owner, whether one or more persons or entity, of the fee simple title to any lots, including land contract vendors, but not including any mortgages, unless and until such mortgagee shall have acquired fee simple title pursuant to foreclosure or any proceedings of conveyance in lieu of foreclosure. When more than one person or entity has an interest in the fee simple title of any lot, the interest of all such persons collectively shall be that of a single owner.

Section 6. "Members" shall mean and refer to all those owners who are members of the Association as hereinafter set forth.

**ARTICLE III - DUTIES AND RESPONSIBILITIES;
ASSESSMENTS AND COLLECTIONS**

Section 1. The Developer shall establish a Michigan non-profit corporation under the name "Quail Run Homeowners Association", hereinafter referred to as the Association.

Section 2. The Developer shall deed the Common Areas and storm water retention areas to the Association by deed free of encumbrances or lien, but subject to these restrictions and easements and covenants of record.

Section 3. The voting rights in the Association shall be held and controlled by the Developer, who shall elect the Directors of the Association until the Developer shall have sold and conveyed 95% of the platted lots in the subdivision, or such time prior thereto, as shall be elected by the Developer, at its determination.

Section 4. At such time as provided in Section 3 immediately above, the voting rights of the non-profit corporation shall be transferred to the Owners of the lots in the Subdivision, and the lot Owners shall succeed to the voting rights in the corporation.

Section 5. The Association will be responsible for the control and maintenance (as hereinafter defined) of the Common Areas and storm water retention areas within the Subdivision, as well as rear yard and footing drains.

Section 6. The Board of Directors of the Association shall adopt an annual budget which shall include an adequate allowance for the maintenance of the Common Areas, storm water retention areas, and rear yard drains within the Subdivision. The Board shall advise the Owners of each lot of the amount of the required contribution from each lot Owner which shall be necessary to defray the operating costs of the Association, including the costs of maintaining the Common Areas, storm water retention areas and rear yard drains. The required contribution shall be an assessment on each lot and lot Owner.

Section 7. By acceptance of a deed to a lot in the Subdivision, each lot Owner agrees that the annual assessment for operating costs of the Association, including maintenance as aforesaid, shall be a lien on the lot owned by each lot Owner, and that the payment of the amount of each annual assessment shall, in addition, be a personal obligation of each lot Owner.

Section 8. The annual assessment of each lot and lot Owner, as established by the Board of Directors of the Association, shall be paid to the Association within the time limited by resolution of the Board of Directors.

Section 9. In the event of non-payment of the assessment by any lot owner, the Association may proceed to collect the assessment, by action at law or by foreclosure of the lien granted to the Association by each Owner. The remedies of the Association in the event of non-payment, shall be cumulative and the Association shall not be deemed to have waived any right, nor have elected any remedy, to the exclusion of any other remedy, by its proceeding in any form to effect collection.

Section 10. Lots owned by the Developer, shall not be subject to assessment. A builder-purchaser from Developer shall pay to the Association its pro rata share of any maintenance expense incurred.

ARTICLE IV
OBLIGATIONS OF THE ASSOCIATION: COMMON AREAS

Section 1. The principal function of the Association shall be the enforcement of restrictions imposed on the lots in the Subdivision in the Declaration of Building and Use Restrictions, hereinafter referred to as the "Declaration", the establishment of reasonable rules and regulations for the use of the Common Areas within the Subdivision, the maintenance and repair of the Common Areas, including the parks, walks, entries and storm water retention areas, the maintenance of rear yard drains and drainage grades, and supervision of the maintenance of footing drains.

Section 2. The Association may, in the discretion of its Board of Directors, promote and advance the interests of the lot Owners, establish social programs, and establish programs and policies which will improve the Subdivision and assist the lot Owners.

Section 3. "Maintenance of the Common Areas: shall include, but shall not be limited to the following:

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

- f) Maintenance, repair and replacement of all equipment, landscaping, grass or planting in the Common Areas.
- g) Assumption and payment of all real estate taxes and special assessments imposed or levied by any appropriate governmental authority, covering the common Areas and the storm water retention areas, including Quail Run Parks.
- h) All and every other act necessary to protect and preserve the Common Areas for the purpose for which they were established.

Section 4. Maintenance of the Rear Yard Drains, Drain- age, Grade and Footing Drains:

a) Surface Drainage:

It shall be the responsibility of each lot Owner and builder-purchaser from Developer to maintain the surface drainage grades of his lot as established by the Developer. Each lot Owner covenants that he will not change the surface grade of his lot in a manner which will materially increase or decrease the storm water, flowing onto or off of his block, pond or obstruct surface water. The Board of Directors of the Association shall enforce this covenant, and may enter upon the lots in the Subdivision to correct any violation of this covenant, and shall charge the cost of the correction to the lot Owner who had violated this covenant.

b) Rear Yard Drains:

The Subdivision Association shall be responsible for the maintenance of enclosed rear yard storm water drains. In the event such drains shall require repair, the drains shall be repaired by the Association, and the cost of such repair shall be allocated equally among all lots served by the arm of the drain line repaired. The allocation of cost shall be assessed to the lot Owners, and shall be a lien upon the lot and a personal obligation of each lot Owner assessed.

c) Footing Drains:

It shall be the responsibility of each lot Owner and builder-purchaser from Developer to assure that footing drains are clear of obstructions and are connected to the storm sewer system. Thereafter it shall be the responsibility of each lot Owner to maintain said footing drains.

In the event any lot Owner shall fail to maintain the footing drains or shall fail to have the drains properly connected to the storm water drainage system, the Association may enter upon the land of such Owner and perform all necessary repairs and maintenance of the footing drains. The costs for such repairs and maintenance shall be charged to the lot Owner and shall be a lien upon the land and a personal obligation of the Owner of the lot.

Section 5. Failure of a lot Owner or the Association to maintain the Common Areas, Drainage Grades, Rear Yard Drains or Footing Drains:

- a) The Township of Plymouth or its successors shall have the right to enter upon the Common Areas of the Subdivision, and all lots within the Sub-division, at all reasonable times for the purpose of inspecting the Common Areas, rear yard drains and footing drains, for the purpose of determining if the areas and drains are adequately maintained.
- b) In the event the Township of Plymouth shall determine that the Common Areas, the storm water retention area, the drainage grades, and footing or rear yard drains are inadequately maintained, or that there exists a danger to public health, safety or morals, or that the maintenance of the storm water retention area is inadequate to insure that the retention area will perform according to its design specifications, the Township will advise the Board of Directors of the Association of the condition objected to and shall establish a reasonable time limit for the correction of the deficiency.
- c) The Association shall comply with the notice from the Township within the time specified, and shall establish such additional assessments on the lots and the Subdivision, as shall be necessary to fund the cost of the required maintenance, repair or improvement. Assessments for repair of footing drains shall be made only against the lot on which the repair is completed. In the event the Association fails to complete the maintenance items, of which it has been notified within the period limited by the notice, the Township of Plymouth may enter upon the lots of Common Areas and perform the required maintenance, either through its employees or through independent contractors. The Association shall be responsible for the cost of the maintenance performed by the Township, and each lot Owner shall be responsible for his proportionate share of the costs, including reasonable inspection and supervision fees to the Township.

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

- e) The Township of Plymouth may, as an additional remedy, in the event of the failure of the Association to comply with any notice requiring repair or maintenance to the Common Areas, establish a special assessment district, consisting of all lots within the Subdivision, and may assess the costs of any maintenance or repair performed by the Township against the lots in the Subdivision. Any lot Owner by accepting a deed to a lot in the Subdivision, shall consent to the inclusion of his lot within the special assessment district.

- f) Entry into the Common Areas by the Township of Plymouth for any purpose shall not be deemed a dedication of those areas, nor shall the performance of any maintenance in the Common Areas by the Township, be deemed an acceptance of title to the Common Areas by the Township. Such maintenance of the Common Areas by the Township shall not relieve the Association and lot Owners from the obligation of maintaining the Common Areas and water retention areas, pursuant to these restrictions.

- g-1) The Township of Plymouth, its successors, assigns, agents, independent contractors and employees, are granted an irrevocable license to enter upon and across all land at any time, for the purpose of inspecting, repairing, maintaining, removing, installing, re-installing and constructing the storm drains, rear yard drains and footing drains and other improvements, which are the subject of a certain agreement, dated between the Township of Plymouth and Quail Run Subdivision.

- g-2) The Association of the Owner of the land, and the Owner(s) of the lots, and their agents, heirs, successors and assigns, shall be jointly and severally liable for all costs and expenses incurred by the Township of Plymouth, together with reasonable charges for its administration and management, in inspecting, repairing, maintaining, removing, installing, reinstalling and constructing

the storm drains, rear yard drains and other improvements which are the subject of Paragraph 7a, immediately hereinabove set forth, and the lot Owners shall be severally liable for the cost of repairing footing drains on each lot. Such costs, expenses and charges will be due and owing, upon the Township of Plymouth communicating the same in writing to the last known address of said Association, filed with the Township Clerk, and to the address of Owner(s) as set forth on the then existing tax roll, by first class mail, postage prepaid, and a Proof of Service of said mailing shall be conclusive evidence of the fact of actual notice to all persons, firms, corporations, associations or entities to whom such mailing was addressed. The foregoing shall not be the exclusive right or remedy of the Township of Plymouth, rather all rights and remedies otherwise provided to the Township of Plymouth by statute, ordinance, agreement or other provisions of this instrument shall be available to the Township of Plymouth.

ARTICLE V - EXEMPTION OF DEVELOPER

Section 1. Lots owned by the Developer shall not be assessed, nor shall they be subject to lien for any sum required to be paid for the maintenance of Common Areas, storm or footing drains. Upon transfer of any lot from the Developer, the lot shall become immediately subject to assessment, and any assessment levied in the year of sale shall be prorated on a calendar year basis, and the purchaser shall pay a prorated share of such assessment to the Developer as part of the purchase price.

Section 2. The Developer shall further be exempted from the operation of all other restrictions, and each lot shall not be bound by these restrictions until each lot shall have been deeded by the Developer.

ARTICLE VI - MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by vote of the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the membership.

section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote, there- at, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Each member shall register his address with the secretary, and notices of meetings shall be mailed to him at such address. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one- tenth (1/10) of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

ARTICLE VIII

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of not less than three (3) nor more than nine (9) Directors. Notwithstanding any provision in these By-Laws to the contrary, such Board of Directors shall be appointed by the Developer until such time as not less than ninety five (95%) percent of the residential lots in the Subdivision shall have been sold to Owners. Thereafter the Board of Directors shall be elected by the Owners, and all Directors must be Owners.

Section 2. Term of Office. At the first annual meeting following the election of the Board of Directors by the members, the members shall elect three (3) directors for a term of one year, three (3) directors for a term of two years; and at each annual meeting thereafter the members shall elect three (3) directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association.

Section 4. Vacancies. Vacancies in the Board of Directors caused by death, resignation or removal of a director shall be filled by appointment by and upon the vote of a majority of the remaining directors, and such director or directors, so appointed, shall serve for the unexpired term of this predecessor.

Section 5. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6. Action Taken Without Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VIII - NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nomination may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, one vote for each lot owned. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE IX - MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**ARTICLE X
POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 1. Powers. The Board of Directors shall have power to:

- a) Adopt and publish rules and regulations governing the use of the Common Area and facilities and the personal conduct of the members of their guests thereon, and to establish penalties for the in- fraction thereof;
- b) Suspend the voting rights and the right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 30 days for infraction of the published rules and regulations;
- c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of In- corporation, or the Declaration;
- d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from consecutive regular meetings of the Board of Directors; and
- e) Employ a manager, an independent contractor, professional maintenance contractors or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- b) Supervise all officers, agents and employees of this Association, to see that their duties are properly performed;
- c) As more fully provided in the Declaration, to:

- c-1) Fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. The initial annual assessment shall not exceed the sum of \$100.00.
- c-2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period, and
- c-3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.
- d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- e) Cause the storm water drainage lines, storm water retention areas, storm drainage outlets and facilities serving The
- f) Subdivision, and the Common Areas, to be improved, maintained, and preserved, as is more fully defined in the Declaration;
- g) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- h) Comply with the requirements of the recorded Sub-division Maintenance Agreement entered into by the Declarant and the Township of Plymouth.
- i) To exercise for the Association all powers, duties and authority vested in or delegated to the Association.

ARTICLE XI - OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers The officers of this Association shall be a president, any number of vice-presidents, who shall at all times be members of the Board of Directors, a secretary and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members and shall be by majority vote of the directors.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer here replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

- a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

- b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

- c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

- d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures for presentation to the members at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE XIII

COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE XIII

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XIV

PROXIES

Section 1. At all meetings of members, each member may vote in person or by proxy.

Section 2. All proxies shall be in writing and filed with the secretary. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon sale by the member of his lot.

ARTICLE XVI

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of two thirds (2/3) of the members present either in person or by proxy, provided that any matter stated herein to be or which is in fact governed by the Declaration of Building and Use Restrictions applicable to the Subdivision, and recorded, may not be amended except as provided in such Declaration of Building and Use Restrictions.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration of Building and Use Restrictions applicable to the Subdivision and these By-Laws, the Declaration of Building and Use Restrictions shall control.

ARTICLE XVII

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.