

Deerfield Village Community Association

P.O. Box 250223

West Bloomfield, Michigan 48325

Date: 1/24/08

To: Property Owners of Deerfield Village Community Subdivision

From: Deerfield Village Board of Directors

Subject: Deerfield Village Property Restrictions and Owner Information

Dear Deerfield Property Owners,

The most valuable assets of the average Deerfield property owners are their residence and residential property. To optimize property values for the entire subdivision, it is critical for each of us to maintain our property in the most appealing and harmonious manner possible. The Property Restrictions of Deerfield Village, as well as the codes of West Bloomfield Township and Oakland County are intended to assist in doing that.

Deerfield Village property restrictions were originally written in 1965 and should be provided by your title insurance company at the time of ownership closing or title transfer. Although certain changes and additions to Township and County restrictions and codes have evolved since that time, successive Deerfield Boards of Directors have felt that those changes did not warrant a complete revision of Deerfield restrictions. Therefore, this letter is intended to provide a summary of current basic restrictions and other important information which property owners should consider when planning changes to, maintenance and appearance of their property.

- 1. Dues:** Deerfield Village property owners are required to pay yearly Association dues. Payments are due on May 15 each year. Dues are to be sent to the Deerfield Village Homeowners Association, P.O. Box 250233, West Bloomfield, MI 48325. Non-payment of dues may require a lien to be placed on the property by the Association.
- 2. Annual General Meeting:** All residents are encouraged to attend the annual meeting which is which is announced each year by the Association Board. Notification is sent to every household approximately two weeks prior to the meeting. Suggested agenda items can be forwarded to the Association President.
- 3. Street Maintenance:** Support from West Bloomfield Township and Oakland County for maintenance of the street surfaces is limited to emergencies. Therefore, the Deerfield Board allocates a portion of annual dues to street surface maintenance and surfacing as well as snow removal, by private contractors. **The Oakland County Road Commission (248-858-4804) will respond to property owner requests to fill potholes.**
- 4. Community Pool and Activities Building:** Deerfield is one of the few West Bloomfield subdivisions to retain a community swimming pool and activities building. A portion of annual dues is allocated to their operation, maintenance and insurance. Rules and schedules for their usage are published annually in the Spring.
- 5. Animals:** No animals shall be kept or maintained on any lot except household pets for use by the property owner and family members. When out of doors, pet dogs must be restrained by a leash, dog run or electronic tether. Owners are responsible for the behavior of their pets so as not to be a danger or nuisance to other residents, and are responsible for collecting pet excrement when exercising them in the neighborhood.
- 6. Residence Modifications and Outbuildings:** Residence structural modifications should not extend beyond the original sides of the residence. No residence modification or free

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standing structure may be higher than 35 feet from the ground level. Additions of back yard outbuildings, rear room additions, swimming pools, pet runs, play equipment, etc. should not be visible in a straight sight line from the front street.

7. **Fences:** No fence enclosures of any kind should be installed except limited area pet runs in the back yard and around swimming pools for safety reasons. It is recommended that swimming pool fences be of a black, no rust material, in a wrought iron style. No fence should be of wire or chain link, or higher than four feet, except for pet runs. Stockade fences should not be considered under any circumstances.
8. **Utility Easements:** Public utility easements are indicated on the recorded plat copy provided by the title insurance company at the time of closing. No major shrub or tree plantings or approved structures should be made within five feet of these easements or of any utility equipment. Utility companies have the right to remove such structures or trim plantings if they hinder the ability to perform required work in the easement area.
9. **Storm Water Ditches:** Drainage ditches along the street edges are included in a County easement and are to be left uncovered. Before the County began strict enforcement of its regulations some residents in the past have modified the open storm ditches in the front of their property. This has resulted in isolated cases of unsatisfactory drainage for which the County does not accept responsibility. The individual property owner is responsible for correcting modifications that may have been made in error and conflict with the County regulations. The regrading of our storm ditches to enhance drainage conditions would require a significant funding assessment against all Deerfield property owners. Successive Deerfield Boards of Directors have not received the 51% of property owner support required to undertake the engineering and modification effort for this project.
10. **Underground Lines:** Many utility lines (e. g. phone, electric, gas, and cable) as well as lawn sprinkler lines, have been installed underground in most yards. Do not attempt digging for construction, plantings, sprinkler systems, etc., before consulting a utility Miss Dig survey.
11. **Dish Antennas:** All dish antennas greater than 18 inches in diameter are to be placed in the back yard and not be visible from the street.
12. **Storage:** Property should not be used for storage or parking even for a limited time, of commercial vehicles not in daily licensed use, boats, trailers, vehicles under restoration or repair, trash, or building materials not being used for a current permitted project. Such items may be stored in the garage or in an allowable on-site structure.
13. **Trash Pickup:** Trash, rubbish, recycle, and yard debris pickup is outsourced to a private company, arranged by West Bloomfield Township. Individual subscription and payment of fees to the service company is the responsibility of the property owner. The service company, pickup schedules, container requirements and fees are subject to change. Containers and trash for collection are not to be placed at the roadside before 6 PM of the evening before scheduled pickup. Wednesday is the current schedule day for pickup. Property owners are to contact the Township offices for related information as needed.

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- 14. Signs:** Signs or billboards should not be placed on any lot except one sign advertising the house and lot for sale or lease, and shall have no more than three square feet of surface. However, signs of similar size in support of political issues or candidates may be posted 21 days prior to an official election but must be removed within 10 days after the election.
- 15. Appearance and Maintenance:** The exterior of all buildings and structures should be maintained in an esthetically pleasing manner, including roofs, gutters, downspouts, shutters, painting, etc. In addition, shrubs, trees, plantings and lawns should be maintained and trimmed in an esthetically pleasing manner. Care should be taken not to allow vegetation over-growth. Storm and fire damage to structures and vegetation should be repaired as soon as possible.
- 16. Architectural Control Committee:** Approval for any property changes or additions should be obtained from the Deerfield Village Community Board of Directors Architectural Control Committee (248-851-2337) prior to applying for a permit from the Township or County and prior to beginning work. Two copies of a drawing of the proposed changes should be submitted to the Committee. An approved copy will be returned to the property owner for use when applying for permits.
- 17. Township and County Enforcement:** It is important to note that failure to follow the above summary points may result in citation under Township eyesore, blight or public nuisance ordinances. In addition to the above points, West Bloomfield Township and Oakland County have in place ordinances and restrictions which cover other areas and are subject to change from time to time. Township codes are now online at www.municode.com, or the Code Book may be viewed in person at the Clerk's Office or the Code Enforcement Department, West Bloomfield Town Hall.
- 18. Township Code Enforcement Department:** The West Bloomfield Township Code Enforcement Department has official enforcement authority and has been very helpful when infractions of Deerfield restrictions or West Bloomfield ordinances occur. Whenever there is a concern which the Deerfield Board cannot rectify, the concerned property owner should contact the Township Code Enforcement Department (248-451-4800).
- 19. Pedestrian Safety:** Many Deerfield residents obtain enjoyment and exercise by walking their pets around the neighborhood after dark. However, numerous complaints have been received by your Board about pedestrians wearing dark colored and non-reflective clothing while walking in the dark. This practice is dangerous for the pedestrian, the pet and the vehicle driver who may not see them until the last moment. Pedestrians are advised to use sound judgment in selecting proper reflective attire for walking after dark.

**BY-LAWS
DEERFIELD VILLAGE COMMUNITY ASSOCIATION**

**ARTICLE I
NAME, TERRITORY AND INCORPORATION**

Section 1. The name of the association shall be Deerfield Village Community Association.

Section 2. The geographical territory encompassed by this association shall be those areas situated in West Bloomfield Township, Oakland County, Michigan, commonly known as Deerfield Village Subdivision #1 and Deerfield Village Subdivision #2, being parts of the East on-half (½) of Section Thirty-five (35), Town Two (2) North, Range Nine (9) East.

Section 3. This Association is a non-profit corporation organized in the State of Michigan under the provisions of MCL 450.117, et seq.

**ARTICLE II
PURPOSES**

Section 1. The purposes for which the Association is formed are as follows:
To assure the development of Deerfield Village Subdivision into a residential community of the highest type; to promote the welfare of its members in matters relating to recreation, housing, transportation, sanitation, taxation, building restrictions, streets and sidewalks, public safety, schools and any and all other matters of common interest and concern; to own, operate, manage, control and do all things necessary or convenient to the owning, operation, management and control of real estate and personal property for the common use and benefit of its members; to assure adequate continuous service at reasonable rates for the control, operation and maintenance of swimming pool and other recreational facilities and other areas of common concern; to generally promote and advance the welfare of the membership of the Association and to secure to each resident the full benefit and enjoyment of his dwelling.

**ARTICLE III
MEMBERSHIP**

Section 1. There shall be one class of membership in the association. Each owner of a lot (or individual home site in the case of split lots) in geographic territory encompassed by this association, as above defined, shall maintain membership in the association. All members shall, in addition to all of the rights and privileges of membership, be entitled to the use and enjoyment of swimming pool facilities now or hereafter owned or operated by the Association.

Section 2. "Ownership" shall be deemed to be vested in the person or persons holding title to a lot, whether encumbered or not. In cases of a land contract, "ownership" shall be deemed to be vested in the land contract vendee. If the ownership of a lot on which the house has been built and occupied by an association member is transferred by said member, the transferor shall automatically cease to be a member of the association; and the transferee shall become a member of this association.

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Section 3. Membership whether in the name of one or more persons or corporations, shall be entitled to one vote: subject, however to the limitations hereinafter set forth. A member in arrears shall not be entitled to vote on any matters.

Section 4. Anything to the contrary herein contained notwithstanding, the aggregate number of memberships shall not exceed three hundred and two (302).

**ARTICLE IV
DUES AND ASSESSMENTS**

Section 1. Dues for each member of the Association shall be \$135.00 per annum. The Board of Trustees shall have the authority from time to time to determine and as necessary, increase or decrease such dues up to 2½% per year with a maximum increase of 5% in any two years without a vote of the membership. Any increase greater than 5% requires a vote of the membership. Any increase greater than 5% requires a vote of the members at a meeting specially called for that purpose. A majority of all members constitutes a quorum. The amount of dues shall be fixed at a sum sufficient to enable the association to pay for all costs of operating and maintaining the swimming pool facilities, including salaries of employees engaged in the operation of the pool, maintenance, taxes, insurance, repairs and all other costs of maintenance and operation, and, in addition, any and all capital improvements, additions or replacements. No salary shall or remuneration shall be paid to any officers or Trustees of the Association for their services, as such, provided, however, that this shall not prevent the payment of compensation to any member, officer or trustee who is a working employee engaged in the operation or maintenance of the swimming pool facilities.

Section 2. Only dues paying association members and the family of such members who reside in the home of the said member (said family members being referred to as "Associates") shall be entitled to the use of the swimming pool facilities. Occasional guests of members may be permitted to use such facilities and on such terms, conditions, and payments as may be set by the Board of Trustees from time to time.

Section 3. No dining and bar facilities (other than facilities for light refreshment), and no dancing facilities will be provided on any premises under the control of the Association. The Association shall not be controlled by, or under the common control with, any other organization.

Section 4. An Association member shall be deemed "in arrears" when he/she does not pay his/her dues by May 15 of the current year after a statement for the same shall have been mailed to him/her at his/her address as shown by the books of the Association. Annual dues statements shall be mailed to all association members by February 28 of each year.

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Section 5. All sums dues and owing after the date fixed for payment thereof, shall be deemed to create a lien therefore in favor of the Association against the lot or lots with respect to which sums are owing. All costs for registering (perfecting) liens and removing such registration must be borne by the member "in arrears" at the time the delinquent dues are paid. A late payment penalty of \$25.00 shall be assessed for each year dues remain unpaid if dues are not paid by date fixed for payment thereof. Late payment penalties can be waived by the Board of Trustees providing the association member petitions the board and agrees to a payment schedule.

Section 6. A meeting of the members of the Association entitled to vote shall be held annually for the purpose of electing trustees and for the transaction of such other business as may be brought before the meeting.

Section 7. Such meeting of the members entitled to vote may be called by the President and Secretary, and shall be called by either of them at their request in writing or by vote of a majority of the Board of Trustees, or at the request in writing of 20% of the members entitled to vote at such meeting.

Section 8. Written notice of any membership meeting shall be mailed to each member entitled to vote thereat, at his last known address as the same appears on the records of the Association, or elsewhere, at least seven days prior to any meeting, and an such notice of said meeting shall indicate briefly the object or objects thereof.

Section 9. At any meeting of the membership those present shall constitute a quorum. Members present shall include those members represented by any other member holding on their behalf a duly executed proxy in a form acceptable to the Board of Trustees.

Section 10. Any member who has fallen in arrears shall be in good standing upon payment of all amounts owed to the Association.

**ARTICLE V
GENERAL POWERS**

Section 1. The affairs of this Association shall be managed by its Board of Trustees, which shall have full power, control and management of all the affairs, business and operations of this Association and shall carry out and enforce all of the objects and purposed for which it was organized and shall have full power to promulgate, adopt, amend and/or rescind rules and regulations governing the manner and method of operation of any of the facilities or activities of the Association consistent with these by-laws and amendments thereto. Rules and regulations affecting the use of property contained within Deerfield Village Subdivision shall not be adopted or amended without prior approval of the West Bloomfield Township Board of Zoning Appeals.

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DEERFIELD VILLAGE COMMUNITY ASSOCIATION**

Section 2. The decision of the Board of Trustees on any question involving interpretation of these by-laws or rules and regulations promulgated pursuant hereto shall be final. The Board shall have original and appellate jurisdiction over all violations of these by-laws and rules and regulations of the Association, and shall have power to repress and suspend or otherwise discipline any member.

Section 3. The number of Trustees shall be nine (9). Three (3) Trustees shall be elected at the annual meeting of members each year to serve a term of three (3) years or until their successors have been elected and qualified.

Section 4. REGULAR MEETINGS: A regular annual meeting of the Board of Trustees shall be held without other notice than these by-laws immediately after and at the same place as the annual meeting of members. The Board of Trustees may provide by Resolutions the time and place for the holding of additional regular meetings of the Board without other notice than such Resolution.

Section 5. SPECIAL MEETINGS: Special meetings of the Board of Trustees may be called by or at the request of the President and on two Trustees.

Section 6. NOTICE: Notice of any special meeting of the Board of Trustees shall be given at least two (2) days previously thereto by written notice delivered personally, or sent by mail or telegram, to each Trustee at this address as shown by the records of the Association. Any Trustee may waive notice of any meeting or allow notice by telephone.

Section 7. QUORUM: A majority of the Board of Trustees shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than a majority of the Trustees are present at said meeting, a majority of the Trustees present may adjourn the meeting from time to time without further notice.

Section 8. MANNER OF ACTING: The act of a majority of the Trustees present at a meeting at which a quorum is present shall be the act of the Board of Trustees, unless the act of a greater number is required by law or by these by-laws.

Section 9. VACANCIES: Any vacancies occurring on the Board of Trustees and any Trusteeship to be filled by reason of an increased number of Trustees shall be filled by the Board of Trustees.

Section 10. PERSONNEL: The Board of Trustees shall hire and discharge all personnel of the Association and all personnel so hired shall be responsible to the Board of Trustees unless the Board shall delegate such responsibility.

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**ARTICLE VI
OFFICERS**

Section 1. OFFICERS. The officers of the Association shall be a President, one or Vice Presidents (the number thereof to be determined by the Board of Trustees), a Secretary, a Treasurer and such other officers as may be elected in accordance with the provisions of this Article. The Board of Trustees may elect or appoint such other officers, including one or more Assistant Secretaries and on or more Assistant Treasurers, as shall be desirable, such officers to have the authority to perform the duties prescribed from time to time by the Board or Trustees.

Section 2. ELECTION AND TERM OF OFFICE. The officers of the Association shall be elected annually by the Board of Trustees at the regular annual meeting thereof. Each officer shall hold office until his/her successor shall have been duly elected and shall have qualified.

Section 3. REMOVAL. Any officer elected or appointed by the Board of Trustees may be removed by the Board of Trustees whenever in its judgment the best interest of the Association would be served thereby.

Section 4. VACANCIES. A vacancy in any office because of death, resignation or removal, disqualification, or otherwise may be filled by the Board of Trustees for the unexpired portion of the term.

Section 5. PRESIDENT. The President shall be the principal executive officer of the Association and shall, in general, supervise and control all of the business affairs of the Association. He/she shall preside at all meetings of the members and of the Board of Trustees and, in general, perform all duties incident to the office of the President and such other duties as may be prescribed by the Board of Trustees from time to time.

Section 6. VICE PRESIDENT. In the absence of the President and in the event of his/her inability or refusal to act, the Vice President (or in the event there is more than one VP, the VP in order of their election) shall perform the duties of the President and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any VP shall perform such other duties as from time to time may be assigned to him/her by the President or by the Board of Trustees.

Section 7. TREASURER. The Treasurer(s) shall give a bond, at the Association's expense, for the faithful discharge of his/her duties in such sum and with surety or sureties as the Board of Trustees shall determine. He/she shall have charge and custody and be responsible for all funds and securities of the Association; receive and give receipts for money due and payable to the Association from any source whatsoever; and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as may be selected in accordance with the provisions of these by-laws; and, in general, to perform all

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the duties incident to the office of the Treasurer and such other duties as from time to time may be assigned to him/her by the President or the Board of Trustees.

Section 8. SECRETARY. The Secretary shall keep the minutes of the meetings of the members and the Board of Trustees in books provided for the purpose; see that all notices are duly given in accordance with the provisions of these by-laws or required by law; be custodian of the corporate records and of the seal of the Association; keep a register of the post office address of each member which shall be furnished to the Secretary by such member; and, in general, to perform all the duties incident to the office of the Secretary and such other duties as from time to time may be assigned to him/her by the President or the Board of Trustees.

**ARTICLE VII
COMMITTEES**

Section 1. COMMITTEES OF TRUSTEES. The Board of Trustees by Resolution adopted by a majority of the Trustees in office may designate one or more committees, each of which shall consist of two or more Trustees, which committees, to the extent provided in said Resolution, shall have and exercise the extent provided in said Resolution, shall have and exercise the authority of the Board of Trustees in the management of the Association; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Trustees or any individual Trustee of any responsibility imposed upon it or him by law.

Section 2. OTHER COMMITTEES. Other committees not having and exercising the authority of the Board of Trustees in the management of the Association may be designated by Resolution adopted by a majority of the Trustees present at a meeting at which a quorum is present. Except as otherwise provided in such Resolution, members of each such committee shall be members of the Association and the President of the Association shall appoint the members thereof. Any members thereof may be removed by the person or persons authorized to appoint such member whenever in their fair judgment the best interest of the Association shall be served by such removal.

Section 3. TERM OF OFFICE. Each member of a committee shall continue as such until the next annual meeting of the member of the Association and until his successor is appointed, unless the committee shall be sooner terminated or unless such member shall be removed from said Committee.

Section 4. CHAIRMAN. One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof.

Section 5. VACANCIES. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of original appointments.

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Section 6. QUORUM. Unless otherwise provided in the Resolution of the Board of Trustees designating the committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 7. RULES. Each committee shall adopt rules for its own government not inconsistent with these by-laws or with the rules adopted by the Board of Trustees.

**ARTICLE VII
CONTRACTS, CHECKS, DEPOSITS AND FUNDS**

Section 1. CONTRACTS. The Board of Trustees may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these by-laws, to enter into any contract or execute and deliver any instrument in the name and on behalf of the A; and such authority may be general or confined to specific instances; provided, however, that the Board of Trustees may not, without the consent of the majority of the members entitled to vote given at a meeting duly called and held for such purpose, enter into any contract, arrangement or commitment wherein the Association will be obligated in an amount in excess of Ten Thousand Dollars (\$10,000.00).

Section 2. CHECKS, DRAFTS, ETC. All checks, drafts, or orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association, in such manner as shall from time to time be determined by Resolution of the Board of Trustees. In the absence of such determination by the Board of Trustees, such instrument shall be signed by the Treasurer or Assistant Treasurer and countersigned by the President or a Vice President of the Association .

Section 3. DEPOSITS. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Trustees may select.

Section 4. GIFTS. The Board of Trustees may accept on behalf of the Association any contribution, gift, bequest devise for the general purpose or for any special purpose of the Association.

**ARTICLE IX
CERTIFICATES OF MEMBERSHIP**

Section 1. The Board of Trustees may provide for the issuance of certificates and/or cards evidencing membership in the Association, which shall be on such for as may be determined by the Board.

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**ARTICLE X
BOOKS AND RECORDS**

Section 1. The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceeding of its members, Board of Trustees, and committees having any of the authority of the Board of Trustees, and shall keep a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member for any proper purpose at any reasonable time.

**ARTICLE XI
FISCAL YEAR**

Section 1. This fiscal year of the Association shall begin on the first day of January and end on the last day of December in each year.

**ARTICLE XII
WAIVER OF NOTICE**

Section 1. Whenever any notice is required to be given under the provisions of MCL 450.117, et seq, or under the provisions of the Articles of the Association or the by-laws of the Association, a waiver thereof, in writing, signed by the persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

**ARTICLE XIII
AMENDMENT TO THE BY-LAWS**

Section 1. By-laws of the Association may be amended or repealed and new by-laws adopted at any annual meeting of the members of the Association or at any special meeting duly called for that purpose by a vote of two-thirds of the members entitled to vote present at such meeting.

Anything to the contrary contained herein notwithstanding, by-laws affecting the use of property as set forth in Article V may not be amended in any manner inconsistent with the zoning ordinances or West Bloomfield Township and without the prior approval of the West Bloomfield Township Zoning Appeals Board.

**ARTICLE XIV
USE OF ASSOCIATION PROPERTY**

Section 1. Any and all real estate now owned or hereafter acquired by the Association shall at all times be used and occupied in strict compliance with all applicable laws, ordinances and governmental regulations. Without in any manner limiting the generality of the foregoing, all such real

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estate shall be used and occupied in the strict compliance with the zoning ordinances of the Township of West Bloomfield.

Amendments to By-Laws:

January, 1996 Annual meeting. Revisions to Article IV, sections 4 and 5 which define when a member is considered to be "in arrears" and the penalties for late payment available to the Association. Revisions are highlighted in ***bold italics***.

Section 4. An Association member shall be deemed "in arrears" when he/she does not pay his/her dues ~~within ten (10) days~~ ***by May 15 of the current year*** after a statement for the same shall have been mailed to him/her at his/her address as shown by the books of the Association. ***Annual dues statements shall be mailed to all association members by February 28 of each year.***

Section 5. All sums dues and owing after the date fixed for payment thereof, shall be deemed to create a lien therefor in favor of the Association against the lot or lots with respect to which sums are owing. All costs for registering (perfecting) liens and removing such registration must be borne by the member "in arrears" at the time delinquent dues are paid. ~~An interest charge at the maximum rate allowed by law but not higher than ten percent (10%) (annual percentage rate) will be assessed each year unless waived by the Board of Trustees on any dues, penalties and/or assessments more than one year in arrears.~~ ***A late payment penalty of \$25.00 shall be assessed for each year dues remain unpaid if dues are not paid by date fixed for payment thereof. Late payment penalties can be waived by the Board of Trustees providing the association member petitions the board and agrees to a payment schedule.***

**Covenants and Restrictions recorded November 5, 1964 in Liber 4649, Page 304,
Oakland County Records.**

DEERFIELD VILLAGE SUBDIVISION

RESTRICTIONS:

THEREFORE, to the end that the afore described land will develop into a residential community of the highest type, and in order to make said building restrictions, conditions, obligations, reservations, rights and powers and charges binding and of full force and effect on all of the said lots, excepts as herein set forth, and upon the present and future owners and occupants of the same, the undersigned do hereby declare and impose upon the aforescribed land and all the building restrictions, conditions, obligations, reservations, rights, powers and charges set forth in this instrument, and the record of this instrument in the Register of Deeds Office of Oakland County, Michigan, shall be notice to all purchasers.

RESIDENTIAL LOTS

All of the lots in the Subdivision, except Outlot "A", the well site and Outlot "B", the pool site and recreation area, shall be used for private residence purposes only, and no structure of any kind or nature shall be erected, re-erected or maintained thereon, except private dwelling houses, each dwelling being designed and erected for occupation by a single private family, and private attached garages for the sole use of the respective owners or occupants of the plots upon which such garages are erected.

FRONT BUILDING LINE

No dwelling shall be located less than 40 feet from the front lot line. On any lot having a curved front lot line, the dwelling shall be located not less than 40 feet from the middle point of the front lot line. No dwelling shall be located less than 25 feet from any side street line.

MINIMUM FLOOR SPACE

No dwelling shall be placed or erected on any lot which has a total livable floor space of less than 1250 square feet.

SIDE YARDS

All residential dwellings in this Subdivision shall be erected so as to provide a minimum side yard, as set forth by applicable zoning ordinances.

**Covenants and Restrictions recorded November 5, 1964 in Liber 4649, Page 304,
Oakland County Records.**

DEERFIELD VILLAGE SUBDIVISION

LOT SIZE

No lot shall be reduced in size by any method whatsoever without the prior written consent of the Architectural Control Committee. Lots may be enlarged by consolidation with one or more adjoining lots or fractional parts thereof under one ownership. In the event one or more lots are developed as a unit, all restrictions herein contained shall apply as to a single lot. In any event, no dwelling shall be altered, erected, placed or permitted to remain on any site smaller than one lot as shown on the recorded plat.

SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 30 feet from the intersection of the street lines. The said sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement.

No trees shall be permitted to remain within such distance or such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

GRADE LINE

The grade line of all residence buildings constructed on any street of this subdivision shall be uniform in any one block and shall be not less than a height to insure satisfactory drainage. Anything to the contrary herein contained notwithstanding such grade line shall conform to requirements of the Township of West Bloomfield and shall not be changed without the consent of the Township.

TREES AND SOIL

No trees which exceed 6 inches in diameter shall be removed or cut nor shall surface soil be dug or removed from any lot for purposes other than building and landscaping on said lot without prior consent of the Architectural Control Committee.

**Covenants and Restrictions recorded November 5, 1964 in Liber 4649, Page 304,
Oakland County Records.**

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EASEMENTS

Easements for installation and maintenance of utilities are reserved as shown on the recorded plat. After such utilities have been installed, planting , fencing or other lot line improvements shall be allowed so long as access without charges or liability for damages be granted for the maintenance of utilities so installed or for the installation of additional utilities.

NUISANCES

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

TEMPORARY STRUCTURES

Trailers, tents, shacks, barns or any temporary building of any description whatsoever are expressly prohibited within this Subdivision and no temporary residence shall be permitted in unfinished residential buildings. This shall not prevent the erection of a temporary storage building for materials and supplies to be used in the construction of a dwelling, and which shall be removed form the premises on completion of the building.

SIGNS

No sign of any kind shall be displayed to the public view on any lot except on sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. Such signs as are allowed must be maintained in good condition at all times and must be removed on the termination of their use.

LIVESTOCK AND POULTRY

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 purposes.

**Covenants and Restrictions recorded November 5, 1964 in Liber 4649, Page 304,
Oakland County Records.**

DEERFIELD VILLAGE SUBDIVISION

REFUSE

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 properly concealed from public view.

GENERAL CONDITIONS

(a) No trailers or commercial vehicles, other than those present on business, may be parked in the Subdivision.

(b) All homes shall be equipped with electric garbage disposal units.

FENCES

No fence of any kind shall be erected on any of the lots in this Subdivision without the prior written approval of the Architectural Control Committee.

OUTLOT B

Outlot B, shall be used for recreational and decorative purposes for the benefit of all of the residents of this subdivision and such other nearby areas as the undersigned may, from time to time, designate in writing, in common, under the direction and control of the undersigned or the Deerfield Village Community Association, a Michigan non-profit corporation, its successors or assigns. Nothing herein contained shall be construed so as to prohibit or limit the foregoing use of Outlot B.

In order to assure adequate funds and support for the control, operation and maintenance of Outlot B as aforesaid, each and every owner of Lots in the Subdivision shall maintain Class "A" (Active) or Class "B" (Inactive) membership within the Deerfield Village Community Association, a Michigan non-profit corporation, and shall fully enjoy the privileges and fulfill the obligations of such membership as may from time to time be defined by the By-Laws of said Association. Each Class "A" and Class "B" member shall pay an annual membership fee to the association of \$25.00. Without in any manner limiting the foregoing, each such Lot owner shall pay such additional dues and assessments as may, from time to time, be fixed by the Association. All such payments shall be made within the time allotted therefore by the Association. All sums remaining due and owing after the fixed date for payment thereof shall be deemed to constitute a lien in favor of the Association against the lot or lots with respect to which such sums are owing.

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OLD BUILDINGS AND MATERIALS

No old buildings may be moved on to the Subdivision and no used materials may be used for construction, except reclaimed brick.

GARAGES

Garages must be attached to houses.

ARCHITECTURAL CONTROL COMMITTEE

(a) The Architectural Control Committee is composed of MILTON SMITH, ROBERT C. SMITH, DAVID ROBINSON, MARVIN ROBINSON, RICHARD BLEZNAK and FRED RUBIN. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. In the event of the resignation of the above mentioned Architectural Control Committee in its entirety, Mr. Morris Sukenic shall automatically become the Architectural Control Committee.

(b) No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

© The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been *consummated* prior to the completion thereof, approval will *not be withheld* and related covenants shall be deemed to have been fully complied with.

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DEERFIELD VILLAGE SUBDIVISION

DURATION

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages. Failure to enforce any of the covenants herein contained shall in no event be deemed a waiver of the right to do so thereafter, as to the same breach or as to a breach occurring prior to subsequent thereto.

SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.