

University Hills No. 1

RESTRICTIONS:

WHEREAS, it is the desire of said Corporation that said land be improved, used and occupied in a manner which will create and maintain a desirable community of good quality and values,

NOW THEREFORE, for the purposes aforesaid and for the benefit of said Corporation and all future owners of lots in said subdivision, and in consideration of the advantages to be mutually derived by said Corporation and its successors and assigns and all those who may in the future own lots in said subdivision, it is hereby covenanted and agreed that there is hereby imposed upon each numbered lot in said subdivision the following restrictions upon their use:

1. Said land shall be used for single family residential purposes only. No building shall be erected, altered, placed, or permitted to remain upon any lot or building site except one detached single family dwelling and a private garage or carport to be used in connection therewith. Notwithstanding that which is contained herein to the contrary, the Corporation, its agents or sales representatives, successors and assigns may occupy and use any house built in the subdivision as a sales office for handling sales of lots and houses until all of the lots and houses built in the subdivision have been sold.

2. No dwelling shall be erected or placed upon any lot or building site having a width of less than 90 feet at the building setback line nor having an area of less than 13,500 square feet.

3. No dwelling shall be permitted on any lot or building site of which the foundation area of the main structure, exclusive of open porches, and garages, shall be less than 750 square feet for a two-story dwelling or less than 1,000 square feet for a one-and-one half story dwelling or a split-level dwelling or less than 1,200 square feet for a one story dwelling. A two-story dwelling shall have not less than a total of 1,500 square feet on both floors. A one-and-one half story dwelling and a split-level dwelling shall have not less than a total of 1,600 square feet on all floors. The above areas are based on dimensions measured from outside to outside of walls or partitions enclosing useable space.

4. No building shall be located on any building site nearer than 40 feet to the front lot line, nor nearer than 10 feet to any interior lot line, nor nearer than 25 feet to any side street line. Moreover a minimum distance of 20 feet shall be maintained between dwellings. For the purpose of the covenants in this paragraph, eaves, steps, chimneys, bay windows, planting boxes and open porches shall not be considered as a part of a building.

5. No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be used on said land at any time as a residence either temporarily or permanently. Bath houses used in conjunction with a privately owned swimming pool and greenhouses used for private purposes only will be permitted provided that prior approval of the design, construction and location has been obtained from the Architectural and Plan Control Committee.

6. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs of whatever size used by or for a builder to advertise the property during the construction and sales period.

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7. No noxious or offensive activity shall be carried on upon said land nor shall anything be permitted thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. 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.

9. Fences, garden walls and other devices used to separate properties or privacy walls or screens may be constructed provided that they are of a decorative type and provided further that prior approval of the design and materials from which they are to be built has been obtained from the Architectural and Plan Control Committee. In any event no fence shall extend on either side of the lot toward the front of the lot farther than the rear building line of the house, except for those lots abutting on Old Perch Road, where the fence on the road side only, may extend to the front lot line. A fence will be permitted to be erected around any privately owned swimming pool as a safety precaution.

10. No hedge or shrub planting which obstructs sight lines at elevations between 3 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 25 feet from the intersection of the street lines, or in the case of rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

11. No building, swimming pool or structure of any kind shall be erected, placed, or altered upon this property until the plans and specifications for such construction or alteration, together with a plot plan showing the location of the structure or alteration have been approved by the Architectural and Plan Control Committee as to proposed workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to lot lines and finish grade elevation; no fences or walls shall be erected, placed, or altered on this property until the plans and specifications and plot plan showing the location at which it is to be erected shall have been approved by the Architectural and Plan Control Committee before construction or alteration has been commenced.

12. No part of this property shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other wastes. If public authorities do not provide for the removal of such trash, garbage, or other waste, the owner of the lot hereby covenants to dispose of such items at regular intervals, either by approved incinerator, mechanical disposer, or by arranging for the removal thereof from the premises to a public dump or other point of disposal. If such disposition is by removal from the premises, such removal shall take place at least twice a month. Trash, garbage or other waste pending removal shall not be kept except in sanitary containers, and shall not be kept in front of the dwelling unit or in any other place which the Architectural and Plan Control Committee deems detrimental to the appearance of the community.

13. Easements and rights of way are hereby reserved as shown on the recorded plat. In addition an easement is reserved in and over a strip of land 4 feet in width adjacent to each side lot line and each rear lot line wherever it may be deemed necessary for the purpose of installing and maintaining a water supply system and a drainage system of swales and/or conduits. Drainage swales shall not be altered in any manner that will prevent them from performing the drainage function for which they are intended.

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14. No way of egress or ingress shall be permitted over the dividing line between any lot abutting on Avon Road or Old Perch Road.

15. The Architectural and Plan Control Committee shall consist of one or more persons appointed by University Hills, Inc.. University Hills, Inc, shall have the right to assign this power of appointment to any person or corporation which it may designate by an instrument in writing. The Architectural and Plan Control Committee shall have the right to refuse to approve any plan of a house, swimming pool, fence, or other structure or specifications therefor or grading plan, which are not suitable or desirable in its opinion for aesthetic or other reason; and in so passing upon such plans, specifications and grading, it shall have the right to take into consideration the suitability of the proposed building or other structure to be built to the site upon which it is proposed to erect the same, and the harmony as planned in view of the outlook from the adjacent or neighboring properties. It is understood and agreed that the purpose of the paragraph is to cause the platted lands to develop into a beautiful, harmonious private residential section, and if a disagreement on the points set forth in this paragraph should arise, the decision of the Architectural and Plan Control Committee shall control.

16. These covenants are to run with the land and shall be binding on the parties hereto, their heirs, devisees, representatives, and assigns until January 1, 1980, and thereafter for successive periods of 10 years each unless cancelled, altered, amended or modified by the owners of 75% of the lots in this subdivision by an instrument in writing recorded in the Office of the Register of Deeds for Oakland County, Michigan. These restrictions may be altered, amended, or modified at any time and from time to time as above provided and shall thereupon continue in full force and effect as so changed.

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

18. In the event of the violation or attempted violation of any of the covenants herein, it shall be lawful for any person or persons owning any interest in said land to prosecute any proceeding at law or in equity against the person or persons so violating or attempting to violate such covenant and either prevent or enjoin such violation or recover damages therefor.

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Lawyers Title Insurance Corporation

UNIVERSITY HILLS ASSOCIATION, INC.
BY-LAWS

ARTICLE I.

NAME

The name of the Corporation is UNIVERSITY HILLS ASSOCIATION, INC., herein called the "Association."

ARTICLE II.

PURPOSES

The purpose or purposes for which the Association is formed are as follows:

1. To exercise all of the powers of the Lot Owners Association as described and set forth in a certain Declaration of Restrictions dated October 18, 1966, and recorded in Liber 4954 pages 28 to 35, Oakland County Records.
2. To promote the welfare of its members by maintaining and beautifying the several subdivisions in which its members are located, by enforcing building and use restrictions, by representing its members before governmental boards or bodies, by promoting social and recreational activities, and by engaging in such other activities as are incidental thereto and not forbidden by the laws of the State of Michigan, and with all the powers conferred upon corporations by the laws of the State of Michigan.

ARTICLE III.

Section 1. Definitions of Membership: The owners of lots in University Hills No. 1 Subdivision, University Hills No. 2 Subdivision, and lots in additional subdivisions to which the scope of the restrictions described in Article II, paragraph 1, above shall be extended as provided in paragraph 13 of said restrictions, are eligible to be members.

Membership in the Association shall be mandatory for each lot owner in University Hills No. 2 Subdivision, and for each lot owner in such additional subdivisions to which the restrictions may be extended in accordance with said paragraph 13, and/or their successors and assigns.

A member shall be defined as every person or entity who or which is a record owner of a fee or undivided fee interest in any lot included within the purview of this Association, but not including owners who have sold their interest under executor land contract. During such time as such a land contract is in force, the land contract vendee shall be considered to be the member of the Association.

Section 2. Classes of Membership: The Association shall have two classes of voting membership:

Class A- Class A Members shall be all those owners as defined above with the exception of the Orchard Lane Land Company, or its successors. Class A. Members shall be entitled to one vote for each lot in which they hold the interest required for membership. When more than one person holds any such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one lot.

Class B- Class B. Members shall be the Orchard Lane Land Company, or its successors. The Class B membership shall be entitled to five votes for each lot in which the Orchard Lane Land Company or its successors hold the interest required for membership.

ARTICLE IV.

FINANCES

Section 1. Maintenance Fund: Each member except lot owners in University Hills No. 1 Subdivision shall pay to the Association the annual maintenance charge as outlined in the Deed Restrictions applicable to the lot owned by the member.

The amount of said annual charge shall be established and may be adjusted from year to year by the University Hills Association, as the needs of the property may in their judgment require, but in no event shall such a charge be more than \$250.00 per lot except by the approval and consent in writing of 51% of the members of the University Hills Association, which approval and consent shall make any such additional assessment binding upon all the owners of property in said University Hills No. 2, 3, and 4 Subdivisions.

Lot owners in University Hills No. 1 Subdivision who become members of the University Hills Association, shall pay annual dues to the Association in an amount equal to the maintenance charge required of other members, which dues shall become part of the maintenance fund.

Said Maintenance Fund shall be used for such of the following purposes, as the Association shall determine necessary and advisable:

For improving and maintaining common areas and property of the Association, roadways and entrance-ways of the University Hills Subdivisions, for planting trees, shrubbery, and the care thereof; for collecting and disposing of garbage, ashes and rubbish; for employing night watchmen; for caring for vacant property; for removing grass or weeds; for constructing, purchasing, maintaining or operating any community service, or for doing and other things necessary or advisable in the opinion of the University Hills Association for the general welfare of the members for expenses incident to the examination of plans as herein provided and to the enforcement of these building restrictions, conditions, obligations, reservations, rights, powers, and charges.

The annual maintenance charge and dues shall be a lien and encumbrance on the land with respect to which the charges are made. A Certificate in writing issued by the Treasurer of the Association shall be given on demand to any member liable for said charges setting forth the status of the charges. The Association shall have the power and right in its own name to take and prosecute all suits, legal, equitable, or otherwise, which may, in the opinion of the Board of Directors, be necessary or advisable for the collection of such charges and to take such other steps as it deems expedient to impose said lien upon said land.

Section 2. Special Assessments: Special assessments may be levied by the Board of Directors for the purposes of activities within the general powers of the Association but not within the specific purposes for which the maintenance fund may be used. No special assessment shall be levied against the members of the Association without having the approval of at least two-thirds (2/3) of the members in person or by proxy at a regular meeting or at a special meeting of the Association called for that purpose.

Section 3. Failure to Pay Fees or Assessments: Any member who shall be thirty (30) days or more in default in the payment of the annual maintenance charge or dues, or in the payment of any special assessment shall not be in good standing and shall not be entitled to vote at any meeting of the Association nor to hold office in the Association until all such delinquencies have been paid.

ARTICLE V.

MEMBERS' MEETINGS

Section 1. Annual Meeting: The annual meeting of the Association shall be held each year during the month of October, on such date and time and as such place as shall be determined by the Board of Directors and specified in the notice thereof.

Section 2. Order of Business of Annual Meeting: The order of business at the annual meeting of the members shall include at least the following:

- a) Count of members in attendance
- b) Report of President
- c) Report of Treasurer
- d) Election of Directors

Provided that, in the absence of any objection, the presiding officer may vary the order of business or agenda items to be included at his discretion.

Section 3. Special Members' Meetings: A special meeting of the members may be called at any time by the President or by a majority of the Board of Directors or upon the written request of twenty-five (25%) percent of the members when submitted in writing to the Secretary.

Section 4. Notice of Meetings of Members: At least fifteen (15) days prior to the date of any meeting, written notice of the time and place of such meeting shall be mailed by first class mail to each member entitled to vote at such meeting at his address shown on the record of the Association. The notice of a special meeting shall state the matters to be considered and no action may be taken on any matter not set forth in the notice of special meeting.

Section 5. Quorum: Twenty-five (25) voting memberships shall constitute a quorum for the transaction of business at any members' meeting. If, however, such quorum shall not be present or represented by proxy at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting until a quorum shall be present or be represented. A reconvened meeting shall be called in any event not later than forty-five (45) days from the date of adjournment.

Section 6. Proxy Voting: At all meetings of members, each member may vote in person or by proxy and shall be entitled to the number of votes set forth in Article III, Section 2. All proxies shall be received in writing and filed with the Secretary prior to the start of the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his or her Lot.

ARTICLE VI.

BOARD OF DIRECTORS

Section 1. Number and Terms of Directors: The business, property, and affairs of the Association shall be managed by a Board of Directors composed of seven (7) persons: President, Vice President, Secretary, Treasurer, Grounds Manager and two At-Large positions. All Directors and Committee Chairpersons must be members in good standing of the association.

Section 2. Vacancies: Vacancies on the Board of Directors shall be filled by appointment made by the remaining Directors. Each person so appointed to fill a vacancy shall serve for the remainder of the term of the Director whom he replaced.

Section 3. Action by Unanimous Written Consent: If and when the Directors shall severally or collectively unanimously consent in writing to any action to be taken by the Association, such action shall be as valid corporate action as though it had been authorized at a meeting of the Board of Directors.

Section 4. Power to Elect Officers: The Board of Directors shall select a President, a Vice President, a Secretary, a Treasurer, a Grounds Manager, and two At-Large positions, who shall be members of the Board of Directors. The Board of Directors positions shall hold office for the term of two (2) years, unless he or she shall sooner resign, or shall be

removed, or otherwise disqualified to serve or until their successors is elected and qualify. Only one person from each household may be elected to a Board position.

Section 5. Power to Appoint Other Officers and Agents: The Board shall have the power to appoint such other officers and agents as the Board may deem necessary for the transaction of the business of the Association.

Section 6. Meetings of the Board of Directors: Regular meetings of the Board of Directors shall be held at such times and places as the majority of the Board of Directors may from time to time determine. Special meetings of the Board of Directors may be called at any time by the President or Secretary or by a majority of the Board of Directors. Directors shall be notified in writing of the time, place, and purpose of special meetings of the board at least three (3) days prior thereto. Any Director shall, however, be deemed to have waived such notice by his attendance at any meeting.

Section 7. Quorum: A majority of the Board of Directors shall constitute a quorum for the transaction of business.

Section 8. Compensation: No Director or officer shall receive any salary or compensation for his services to the Association unless otherwise specifically ordered by the Board of Directors or by By-Law. However, any Director may be reimbursed for his/her actual expenses incurred in the performance of his or her duties.

ARTICLE VII.

OFFICERS

Section 1. President: The President shall be the chief executive officer of the Association. He shall preside over all meetings of the Board and of the members. He shall have general and active supervision of the business of the Association, subject, however, to the right of the Board of Directors to delegate any specific power such as may be statute exclusively conferred upon by the President to any other officer or Director of the Association. He shall be ex officio a member of all committees.

Section 2. Vice President: In case of the office of President shall become vacant by death, resignation, or otherwise, or in case of the absence of the President or his disability to discharge the duties of his office, such duties shall, for the time being, devolve upon the Vice President, who shall do and perform such other acts as the Board of Directors may, from time to time, authorize him to do.

Section 3. Secretary: The Secretary shall attend all meetings of the members and of the Board of Directors and shall preserve in books of the Association, true minutes of the proceedings of all such meetings. He shall give all notices required by statute, by-law, or resolution. He shall perform such other duties as may be delegated to him by the Board of Directors.

Section 4. Treasurer: The Treasurer shall have custody of all corporate funds and shall keep in books belonging to the Association full and accurate accounts of all receipts and disbursements. He shall deposit all moneys in the name of the Association in such depositories as may be designated for that purpose by the Board of Directors. He shall disburse the funds of the Association as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the Board of Directors at the regular meetings of the Board and at the annual meeting of the members an account of all his transactions as Treasurer, and of the financial condition of the Association. The Board of Directors may require the Treasurer to give bond for the faithful performance of his duties.

Section 5. Grounds Manager: The Grounds Manager shall be responsible for coordinating repairs, upkeep, and enhancements to the commons areas, cul-de-sacs, and subdivision entrances. The Grounds Manager shall serve as the Chairman of the Maintenance Committee and shall report activity regularly to the Board of Directors.

ARTICLE VIII.

AMENDMENTS

These By-Laws may be amended, altered, changed, added to or repealed by the affirmative vote of a majority of the members entitled to vote at any regular or special meeting of the members if notice of the proposed amendment, alteration, change, addition or repeal be contained in the notice of the meeting; provided, however, that no amendments may be made to these By-Laws which would contradict, restrict, or otherwise conflict with any of the restrictions recorded for the Subdivision, included with the jurisdiction of this Association.

AMENDED 3/31/22