



# **Fox Hollow Homeowners Bylaws**

Posted 02/11/2021.

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**NOTE: These rules as of this date have not been adopted and it is believed that they will be adopted in the future as well as additional rules to be adopted in the near future and throughout the course of the existence of the Association/Fox Hollow Subdivision Development.**

## INTRODUCTION

The enclosed documents have been provided for informational purposes. Many of these documents are legal in nature and anyone reviewing these documents should seek the opinion of their own legal counsel as to their purpose, intent and meaning.

Many of the enclosed documents were prepared in an effort to maintain standards to establish a quality development. As with all legal documents, they may be subject to judicial interpretation and/or construction which may result in a change in their character and enforceability.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR**

**FOX HOLLOW SUBDIVISION**

**AS RECORDED IN LIBER PAGES THROUGH**

Developer:

Nottingham Partners,  
a Michigan co-partnership

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**DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR FOX HOLLOW SUBDIVISION**

**KNOW ALL MEN BY THESE PRESENTS**, that Nottingham Partners, a Michigan partnership, whose address is 8177 Goldie Road, Walled Lake, MI 48390 (the "Declarant") being the owner of all of the property contained in a development known as Fox Hollow Subdivision, and located in the Township of Northville, County of Wayne, Michigan, on the property described in Exhibit A hereto (the "Subdivision"), in consideration of the mutual benefits to be derived by the Declarant, its successors and assigns, and all intending purchasers and future owners of the various lots comprising the Subdivision, the Declarant, for itself, its successors, and assigns, does hereby publish, declare and make known to all intending purchasers and future Owners of the Lots comprising the Subdivision, that the same will and shall be used, owned, held, and/or sold expressly subject to the following conditions, easements, covenants, limitations, restrictions, uses and agreements which shall be incorporated by reference in all deeds of conveyance and contracts for the sale of said Lot and shall run with the land and be binding upon all grantees of individual Lots in the Subdivision and on the respective heirs, personal representatives, successors and assigns.

The Declarations contained herein are based on the following factual recitals:

A. Declarant wishes to permit the development of the Subdivision into a community suitable for family living and, at the same time, wishes to maintain, insofar as possible, the natural character of this beautiful property, and to require all manmade structures to blend into the natural background, rather than stand out against it.

B. Declarant desires to have all homes constructed within the Subdivision to be carefully tailored to the Lot, as well as being designed to tastefully harmonize with other homes in the development. It is the objective of this development to avoid a neighborhood where homes are too large for the lots and unrelated to each other.

C. Declarant desires to provide for the preservation and enhancement of the property values and amenities in the Subdivision and for the maintenance of certain common areas (the "common areas" as defined by law and "park commons" as noted on the Plat) and areas landscaped within the Wayne County Right-of-Way and to this end desires to subject the Subdivision and the common areas to the easements, covenants, limitations, restrictions, uses, conditions, charges, liens, and agreements set forth herein, each and all of which is and are for the benefit of the Subdivision and each Lot Owner therein.

D. It is essential to the value of the lots that the Subdivision be perpetually maintained in



a manner consistent with high environmental, aesthetic, and residential standards.

E. Declarant has deemed it desirable for the efficient preservation of the values and amenities in the Subdivision to create a legal entity to own, maintain, and administer the Common Areas; to collect and disburse the assessments and charges hereinafter created; and to promote the recreation, health, safety, welfare, common benefit and enjoyment of the Owners.

F. To accomplish the foregoing, Declarant desires to impose certain building and use restrictions, covenants, and conditions, as herein contained, upon and for the benefit of said lots and the Subdivision as a whole.

G. Declarant also desires to provide for the establishment and maintenance of private roadways and recreational easements to serve the parcels and their owners, and for the development of private driveway easements to serve certain of the parcels.

H. Declarant is willing to sell the lots, but all buyers and subsequent owners must accept such lots subject to the declarations, covenants, restrictions, assessments, and conditions set forth herein.

#### **SECTION 1 - DEFINITIONS**

As used herein, the term set forth below shall have the following meanings:

1.1 **"Architectural Control Committee"** shall mean the committee appointed in accordance with the provisions of Section 5 below.

1.2 **"Association"** shall mean and refer to Fox Hollow Homeowners' Association, a Michigan non-profit corporation, its successors and assigns;

1.3 **"Builder"** shall mean and refer to any person or entity who acquires a Lot for the purpose of engaging in and does engage in the business of constructing residential buildings for the purpose of resale and not for his own use;

1.4 **"By-Laws"** shall mean and refer to the By-Laws of the Association.

1.5 **"Common Area"** shall mean those areas of land within the Subdivision (including the improvements thereto) now or hereafter owned by the Association within the Subdivision reserved for the common use and enjoyment of all Lot Owners, including, without limitation, any median islands, roadways and recreational areas, and areas so designated on the Plat as "park commons".

1.6 **"Declarant"** shall mean and refer to Nottingham Partners, a Michigan co-partnership, the proprietor of the land within the subdivision, or its successors or assigns.

1.7 **"Declaration"** shall mean and refer to the Declaration of Easements, Covenants,

and Restrictions and any amendments as recorded in the Office of the Wayne County Register of Deeds, State of Michigan.

1.8 "Improvement" shall mean every change, alteration, or addition to the Lot from its existing condition prior thereto, including, but not limited to, every building of any kind, fence, wall, swimming pool, patio, deck, concrete area, asphalt area, bricked area, sidewalk, walkway, tennis court, gazebo, or other structure or recreational facility which may be erected or placed on any lot, any drainage system that may be established thereon, any driveway or landscaping thereon, or the water or sewer systems or any part thereof on any Lot.

1.9 "Lot" shall mean and refer to any numbered lot shown on the recorded Plat of the Subdivision hereafter annexed. "Parcel" may be used interchangeable with "Lot" and shall consist of the same definition as set forth herein.

1.10 "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Subdivision and any future subdivisions hereafter annexed. When more than one person or entity is the Lot Owner of a Lot, all such persons or entities shall be members. If any Lot is sold on a Land Contract, the Land Contract purchaser shall be considered the Lot Owner. Those having any interest in a Lot merely as security for the performance of an obligation are not considered to be the Lot Owner, as defined herein.

1.1 "Maintenance Charge" shall mean the payments provided for in Section 4.

1.12 "Member" shall mean and refer to those persons entitled to membership in the Association, as provided in this Declaration.

1.13 "Plat" shall mean and refer to the plat of the subdivision, recorded, or to be recorded in the Office of the Wayne County Register of Deeds.

1.14 "Subdivision" shall mean and refer to Lots 1 through 37 inclusive, of the proposed Fox Hollow Subdivision, as legally described in Exhibit A.

## SECTION 2 -

### BUILDING & USE RESTRICTIONS FOR THE SUBDIVISION

The Subdivision and each lot therein shall be subject to the following Restrictions:

#### 2.1 Use of Lot.

All Lots shall be used for single-family residential purposes only, and no building of any kind whatsoever shall be erected, reerected, moved, or maintained thereon, except one single-family dwelling

house and appurtenant attached structures on each Lot, as hereinafter provided. Each house shall be designed and erected for occupation by a single private family..A private attached garage for the sole use of the occupants of the Lot, upon which the garage is erected, must also be erected and maintained. Lessees of any Lot shall be subject to the terms and conditions of this Declaration, the By-Laws, and all rules and regulations promulgated pursuant to this Declaration and the By-Laws, all of which shall be incorporated into the Lease of any lot by reference, and any violation of the same by a Lessee shall be deemed to be a violation by the Lessor-Lot Owner and subject that Lot Owner to the same penalties and sanctions as if the Lot Owner himself violated the Declaration, By-Laws, or any rules and regulations.

## **2.2 Style of Building.**

The architecture and design of any building or structure on any lot within the Subdivision shall follow the style of "Traditional", as defined within the construction industry, specifically excluding, without limitation, any structure that follows a modern or contemporary design, flat-roofed home, or shed roof, no quad-level or tri-level building shall be constructed within the Subdivision. Each home shall be custom designed and of a unique and authentic character and design.

In an effort to maintain a consistent level of quality, character, uniqueness, authenticity and design, it is strongly recommended that architects specializing in these areas be utilized and approved by the Architectural Review Committee prior to submission of plans, designs and/or drawings. The following architects are approved and recommended:

A. Walter F. Coponen, Coponen Architects, Inc., 108 N. Center Street, Suite 203, Northville, MI 48167, (810) 348-4141; and

B. Carl Palazzola, Bryce and Palazzola Architects & Associates, 6018 West Maple, West Bloomfield, MI, (810) 855-3150.

## **2.3 Character and Size of Building.**

No dwelling shall be permitted on any Lot unless:

A. In the case of a one-story building, the living area thereof shall be no less than two thousand five hundred (2,500) square feet;

B. In the case of a two-story building, the living area thereof shall be no less than three thousand (3,000) square feet;

C. In the case of a one and one-half (1-1/2) story building, the living area thereof shall be no less than two thousand eight hundred (2,800) square feet; and,

D. The square footage of any building will not exceed six thousand (6,000) square feet. The size of the building must be in proportion to the size of the Lot, and the adjacent Lot's buildings, if built.

The Architectural Review Committee may, under exceptional circumstances, grant a request to construct or expand a building which size is greater than six thousand (6,000) square feet, if the Architectural Review Committee believes, in its sole opinion, that the building, lot, and circumstances are of a special and unique character and situation, that such exception would not be detrimental to the subdivision. The Architectural Review Committee may deny a request for a building if it determines that the building is too large for the Lot, even though the square footage of the building does not exceed the maximum size requirements herein.

All computations of square footage for determination of the permissibility of erection of a residence under this section shall be exclusive of basements, attics, garages, patios, porches or similar areas which are not normally classified as living areas. No building greater than two and one-half (2-1/2) stories shall be constructed.

#### **2.4 Garages.**

All garages shall be attached and architecturally related to the dwelling. Garage doors shall not face the street on which the residence fronts. The Architectural Review Committee may grant such exceptions to this Restriction as it deems suitable. No garage shall provide space for less than two (2), nor more than four (4) automobiles.

#### **2.5 Lot Splits.**

No parcel may be sub-divided or split. Any transfer, conveyance, or assignment of any Lot as shown on the original Plat shall be transferred as a total parcel, with no portion thereof being allowed to be transferred, conveyed, or assigned as a separate parcel or in conjunction with another Lot.

#### **2.6 Combination of Lot.**

No Lot or portion of a Lot shall be combined with another Lot to form a larger parcel. Each of the 37 Lots platted shall have one dwelling constructed upon the Lot.

#### **2.7 Minimum Yard Requirements.**

No building on any lot shall be erected nearer than:

- A. Thirty-five (35) feet from the front lot line or as allowed by the municipality; nor,
- B. Fifteen (15) feet from the side lot line; nor,

C. Fifty (50) feet from the rear lot line, or as allowed by the municipality.

Approval of a variance by the Architectural Review Committee permitting front, rear or side yards smaller than the above minimums shall be deemed a valid waiver of this Restriction; however, Lot Owner shall be required to comply with the municipal front, rear and side yard requirements, unless a variance has been obtained through the municipality.

### **2.8 Exterior Surface of Dwellings.**

The visible exterior walls of all structures on the Lot shall be made of brick, split fieldstone native to Michigan, dry-vit (or its equivalent), wood (painted, treated or stained), stucco, natural cedar, or any combination thereof. No structure shall have a visible exterior wall, which is not finished with any of the aforesaid, and all other materials shall not satisfy this requirement, including, without limitation, cinder block, Texture one-eleven (T1-11), no reverse board and batten, any type of masonite, pressboard, or clapboard siding, vinyl siding, aluminum siding, cement block, asphalt, slag, plywood or imitation brick.

### **2.9 Septic Tanks.**

No septic tank systems shall be dug, installed, constructed or maintained on any Lot.

### **2.10 Fences and Walls.**

No fence, wall, or solid hedge may be erected, grown, or maintained in front of, or along the front building line of any Lot; provided, however, that low ornamental walls (of less than 2-1/2 feet in height at normal grade, not on a berm), in architectural harmony with the design of the building, may be erected.

All ornamental walls must be constructed of brick, stone or materials used in the construction of the exterior of the structure, but not wood, and must be attached to the structure. However, unattached structural retaining walls and walls as part of a landscaping plan may be approved by the Architectural Review Committee.

No fences of any kind may be erected, constructed, or maintained anywhere within the Lot, except as allowed herein. Notwithstanding any other provisions, fences may be allowed as follows: (i) for surrounding swimming pools, or otherwise as required by law, and in such event, such fences must be wrought-iron and provided location of said fence shall be approved by the Architectural Review Committee; and (ii) for landscaping or decorative purposes, consisting of low ornamental fencing, and provided the Architectural Review Committee has approved said fencing and all aspects of said fencing, including, but not limited to height, material and color.

### **2.11 Driveways and Walkways.**

All driveways, aprons, parking areas and walkways must be paved with black asphalt, brickpaver, or combination thereof, and shall be of a curved configuration (no circular drive shall be required). The driveways must be completed within six (6) months from the date of the issuance of any Township-issued occupancy permit.

#### **2.12 Sidewalks.**

No sidewalks shall be installed by any Lot Owner, unless sidewalks are required by the Township of Northville; in the event that the Township requires the installation, construction and maintenance of sidewalks, the individual Lot Owners shall be responsible for the cost and expense of so constructing, installing and maintaining said sidewalks.

#### **2.13 Signs.**

No sign or billboard of any kind shall be placed, erected, or maintained on any Lot, except one sign of not more than five (5) square feet shall be allowed, advertising the property for sale, which sign shall be removed within ten (10) days after a Purchase Agreement has been entered into.

#### **2.14 Animals.**

No farm animals, livestock, poultry, or wild animals shall be kept, raised, bred or harbored on any lot, nor shall any animals be kept or bred for commercial purposes. Domestic animals commonly deemed to be household pets (including without limitation, dogs, cats, exotic birds, tropical fish) may be kept by the Owner and members of his household, so long as such pets shall have such care, so as not to be objectionable or offensive to others, due to noise, odor or unsanitary conditions.

#### **2.15 Weapons.**

No lot owner or his invitees or guests, shall use or discharge within the Subdivision, any B-B guns, air rifles, bow and arrows, cross bows, firearms, rifles, shotguns, handguns or pellet guns.

#### **2.16 Refuse.**

No lot owner shall allow the lot to be used or maintained as a dumping ground for rubbish, trash, brush, garbage, or other waste. All refuse shall be kept in sanitary containers, properly concealed from public view. Garbage containers shall not be left out at the roadways for more than 24 hours in any seven-day period.

#### **2.17 Maintenance of Improvements.**

Each lot owner shall keep all improvements on his lot in good condition and in good repair at all times.

**2.18 Nuisances.**

No noxious or offensive activity or condition shall be carried on or allowed to exist on a Lot Owner's lot or within the Subdivision, nor shall anything be engaged in, performed, or done thereon, which may be or become an annoyance to any Lot Owners of the Subdivision.

**2.19 Presence of Utility and Recreational Vehicles.**

No utility vehicles or equipment, pleasure vehicles or equipment, recreational vehicles or equipment, or commercial vehicles or equipment, including, but not limited to, mowers, tractors, other lawn or garden equipment, campers, boats, boat trailers, house trailers, mobile homes, truck tractors, trailers, motor vehicles with commercial license plates, or motor vehicle vans greater than twelve (12) passenger in size, buses, unlicensed motor vehicles or non-functioning motor vehicles shall be stored or parked on any Lot, unless stored fully enclosed within an attached garage. This restriction allows for the occasional non-recurring temporary parking or storage of the aforesaid excluded items on a Lot for a period not to exceed 72 hours in any period of thirty (30) consecutive days.

**2.20 Laundry.**

No laundry shall be hung for drying outside the dwelling, where it is visible from the roadway.

**2.21 Swimming Pools.**

No swimming pool may be built which is higher than one (1) foot above the final lot grade. No swimming pool may be built, unless some portion of the pool is within twenty (20) feet of the residence; this restriction may be varied by the Architectural Review Committee, based upon the circumstances of the individual lot. All swimming pools must be constructed so that they drain into either the sanitary sewer or storm sewer system only.

**2.22 Exterior Lighting.**

No exterior lighting shall be installed or directed so as to disturb the occupants of neighboring lots or impair the vision of traffic on any street.

**2.23 Antennas.**

No radio, television or other communication antennas of any type, which exceed twenty-four (24") inches in height, and/or which exceed twenty-four (24") inches in diameter may be installed on or outside of any residence. Antennas of any size may be installed or placed in the interior of any residence, provided the antenna is not visible from the exterior, and further provided the structure housing the antenna was not constructed solely for the antenna.

#### **2.24 Trees and Soil.**

No living tree of more than six (6") inches in diameter at three (3') feet above the ground shall be removed or cut without the prior written consent of the Architectural Review Committee. No surface soil shall be dug or removed from any lot for purposes other than building and landscaping on said lot without the prior written consent of the Architectural Review Committee.

#### **2.25 Temporary Structures.**

Trailers, shacks, barns, tents, or any temporary buildings of any description whatsoever are expressly prohibited, and no temporary occupancy shall be permitted in unfinished buildings. Tents for entertainment or recreational purposes are permitted for periods not to exceed forty-eight (48) hours. Construction trailers may be permitted for use during the term of construction, upon approval of the Architectural Review Committee and the Township.

#### **2.26 Lease Restrictions.**

No Lot Owner shall lease and/or sublet less than the whole of any dwelling on said lot. No lease shall be for a period less than one (1) year.

#### **2.27 Destruction of Building by Fire, Etc.**

Any debris resulting from the destruction in whole or in part of any dwelling or building on any lot shall be removed with all reasonable dispatch from such lot in order to prevent an unsightly or unsafe condition.

#### **2.28 Landscaping.**

Any Lot Owner receiving any Certificate of Occupancy of a newly constructed residence upon any lot between September 1 and May 1 shall have his lawn finished, graded, and seeded or sodded by the next June 30. Any Lot Owner receiving any Certificate of Occupancy of a newly constructed home between May 1 and August 30 shall have his lawn finished, graded, seeded, or sodded within sixth (60) days of the issuance of said Certificate of Occupancy.

At the time a party becomes a Lot Owner by purchase from Developer, said purchasing Lot Owner shall pay at closing a Seven Thousand Five Hundred and no/100 (\$7,500.00) Dollars deposit to the Association to assure construction, installation and completion of the landscaping to its completion, which initial deposit (with accumulated interest being retained by the Association) will be refunded to Lot Owner upon satisfactory completion of required landscaping or used by the Association to complete construction, installation and completion of Lot Owner's landscaping as the Association deems necessary in the



Association's sole discretion. In the event the deposit is insufficient to pay for said landscaping, the Association may pay the additional amount and place a lien against Lot Owner's Lot as allowed within this document.

The Lot and the right-of-way contiguous to each lot shall be kept free of weeds by the Owner and shall be well maintained at all times. Each lot shall have underground automatic sprinkling systems installed (to be located where applicable), which shall be maintained as to be operational.

**2.29 Commencement of Building.**

Upon Declarant transferring ownership interest in a lot, either by Deed or Land Contract, to either Builder or Lot Owner, the Builder or Lot Owner must obtain Architectural Review Committee approval, issuance of a building permit by the Township of Northville, and actually commence construction of the building on the lot within 365 days from the date of closing.

**2.30 Construction Completion.**

The construction of a new building, improvements, changes, or alterations to an existing building, or repair or replacement of any building damaged by fire or otherwise, shall be completed as rapidly as possible, however, in no event shall said construction completion exceed 730 days from the date of the issuance of a building permit or commencement of construction, whichever date shall occur first. Failure to complete construction and obtain a final occupancy permit within the time period set forth herein shall entitle the Association the right to require the uncompleted building to be demolished and removed at the sole cost and expense of the Lot Owner. The Association shall be entitled the right to obtain judicial relief in the enforcement of this Restriction, including, without limitation, obtaining an order requiring the demolition and removal of the uncompleted structure at the sole cost and expense of the Lot Owner, in addition to any other remedies available at law or in equity, or as allowed herein, and the violating Lot Owner shall be required to pay the Association's costs and expenses, including, but not limited to, attorneys fees, incurred as a result of seeking relief or enforcement of these provisions.

**2.31 Windows and Doorwalls.**

Windows and doors made of unpainted aluminum or non-factory painted aluminum are prohibited.

**2.32 Chimneys.**

All chimneys intended for live fires shall be constructed as masonry chimneys, have flues lined throughout the entire height, with standard clay lining or other fire resistant material and said chimney shall vent through the roof. No prefabricated nor sheet metal chimney shall be installed or maintained.

No trash shall be burned on any Lot. No water heater, furnace, or other utility flue or other type of exhaust flue shall be vented through the roof directly; same must be vented into the masonry chimney, or vented out the side of structure as allowed by code.

### **2.33 Underground Lines.**

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

### **2.34 Mailbox.**

All mailboxes installed on a Lot must be identical in size, design and color. At the time a party becomes a Lot Owner by purchase from Developer, said purchasing Lot Owner shall pay at closing a three hundred fifty (\$350.00) and no/100 Dollar fee to the Association for their initial mailbox, which fee will be used to acquire and install said mailbox. Any replacement mailbox must comply with this restriction and be as identical as possible to the then existing mailboxes of other Association members. Lot Owner shall be obligated to pay for any replacement mailbox.

### **2.35 Basketball Backboards.**

No basketball backboards shall be allowed unless backboard is made of acrylic and/or other transparent materials.

### **2.36 Building Lines.**

The location of any house on a Lot shall be subject to approval of the Architectural Control Committee. The house should be within seven (7) feet of all other house building lines adjacent to, and within close proximity to, the subject house. Any Lots on a street curve shall have the house located in such a fashion to coincide with the street curve and create a smooth transition from the curve of the street.

### **2.37 Low Phosphorus Fertilizer.**

Only low phosphorus fertilizer shall be used on any land within the Subdivision.

### **2.38 Floodplains.**

The recorded Plat of Fox Hollow Subdivision indicates areas labeled "floodplain area" which shall be shown as a floodplain within the subdivision as a contour line labeled "Floodplain contour as established by the Department of Natural Resources, Elevation 823.0, N.G.V. datum". The contour line is dimensioned from the street or traverse line along each affected side-lot line. The aforesaid elevation is based upon the 100-year flood elevation of Elizabeth Lake being 823.0, N.G.V. Datum. This was determined by the

Department of Natural Resources of the State of Michigan, by the expected rise in current lake level from storage or rainfall and estimated runoff from the watershed. Plan approval shall be based on the aforesaid floodplain elevation, or as same shall be amended and established by the Township of Northville, as determined by Township engineers. For any lots within the Subdivision, no grading, filling, excavating, paving or other occupation of the floodplain area shall take place without prior written approval of the Michigan Department of Natural Resources and the Township of Northville. Unless waived by the Michigan Department of Natural Resources and the Township of Northville, the following standards shall apply to each building constructed in the floodplain area. All property and buildings shall comply, in perpetuity, with sections (c) through (g), inclusive, of Subdivision Administrative Rule R560.304(2) of the Department of Natural Resources, Land and Water Management Division. All buildings used or capable of being used for residential purposes and occupancy within or affected by the floodplain of Fox Hollow Subdivision shall:

A. Have lower floors, excluding basements, not lower than the elevation of the contour defining the floodplain limits; and,

B. Have openings into the basement not lower than the elevation of the contour defining the floodplain limits; and,

C. Have basement walls and floors, below the elevation of the contour, defining the floodplain limits, water tight, and designed to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the floodplain limits following methods and procedures outlined in Chapter 5, Type A Construction, and Chapter 6 for Class 1 Loads Found in "Flood-Proofing Regulations" EP1165 2 314, prepared by the Office of the Chief of Engineers, U.S. Army, Washington, D.C., June, 1972. Figure 5, Page 14.5 of the regulations show typical foundations, drainage and waterproofing details. This document is available, at no cost, from the Department of Natural Resources, Land and Water Management Division, P.O. Box 30028, Lansing, Michigan 48909, or Department of the Army, Corps. of Engineers, Publications Dept., 890 S. Pickett, Alexandria, VA 22304; and,

D. Be equipped with positive means of preventing sewer backup from sewer lines and drains which serve the building; and,

E. Be properly anchored to prevent floatation.

The Lot Owner and/or occupant of each Lot shall maintain the surface area of easements within his property, including the "floodplain area", indicated on the Plat of Fox Hollow Subdivision, to keep grass

and weeds cut, to keep the area free of trash, debris, bushes, brush and plantings, and, further, shall take such action as may be necessary to eliminate or minimize surface erosion, including erosion of the slopes within the floodplain area, above-described, and to prevent siltation thereof.

The Township of Northville may, from time to time, adopt standards more stringent than the foregoing. No plan approval shall be granted in conflict with the standards adopted by the Township of Northville, or other governing municipality.

The provisions of this section may not be amended, except for amendments to conform with changes in the rules and regulations of the Michigan Department of Natural Resources, and shall not expire upon the termination time of the Declaration.

### **2.39 Regulated Wetlands.**

Fox Hollow Subdivision contains wetland areas and floodplain areas and water, as designated on the Subdivision Plat regulated by the Michigan Department of Natural Resources (DNR). The wetland areas are typically located within the park commons areas, however, there are wetland areas within the property boundary of a number of lots. A 25-foot buffer from the wetland area to the building envelope line has been provided in all cases, with the exception of lot 19 which has a 15 foot buffer provided. No grading, filling, construction, excavation, clearing or encroachment of any kind will be permitted within the aforesaid wetland area, floodplain area, or water without the prior written approval of the DNR, and the majority of the Board of Directors of the Association approving same based upon a practical difficulty or unnecessary hardship. Failure to adhere to this provision shall subject Lot Owner or violators to not only claims for relief by the DNR, but also to action by the Association for judicial relief in the enforcement of these Restrictions, including, without limitation, obtaining an order enjoining further violation, as well as remediation for any violation, in addition to any other remedies available at law or in equity, or as allowed herein. Furthermore, the Association shall have the right to undertake any remedial action to correct any action by a violating Lot Owner and the violating Lot Owner shall be obligated to reimburse and/or pay the Association for any fees, expenses and costs incurred for the remedial action, plus any other aforesaid costs and expenses, within ten (10) days of notice, and failure of Lot Owner to pay same shall result in the Association having a right to place a lien against the Lot Owner's lot for the amount to which the Lot Owner is obligated. In addition to the aforesaid relief, the violating Lot Owner or violators shall be required to pay the Association's costs and expenses including, but not limited to attorney's fees, consultant fees and expert fees, incurred as a result of seeking relief or enforcement of these provisions.

#### **2.40 Tree and Woodlands Protection**

All lots and common areas within Fox Hollow Subdivision shall be subject to any and all Charter Township of Northville ordinance or regulation with respect to trees and woodlands, even though said ordinance or regulation may not otherwise apply. No lot owner shall remove a living tree, subject to the Township ordinance or regulation, except to the extent permitted within the ordinance or regulation and first obtaining the Architectural Control Committees' approval.

#### **2.41 Northville Township License.**

The Declarant has granted and/or hereby grants the following license, which constitutes a license restriction and covenants upon the Subdivision, which shall run with the land ("subdivision") and shall be binding upon the Association, Lot Owners thereof, and their agents, representatives, heirs, personal representatives, successors and assigns as follows:

A. The Charter Township of Northville, ("Township"), its employees, agents, independent contractors, successors and assigns, are hereby granted an irrevocable license to enter, only to the extent necessary, upon and across the land described in Exhibit "A", at any time for the purpose of inspecting, repairing, maintaining, removing, installing, reinstalling and constructing any improvements which are the subject of any agreements between the Declarant and the Township or the Declarant and the County of Wayne, Michigan ("County"). Notwithstanding any of the foregoing, the license granted pursuant to this Article shall not entitle the Township, its employees, agents, independent contractors, successors and assigns, to do any act or thing or exercise any power which would interfere with or disturb the use or enjoyment, future or otherwise, of the Declarant, Lot Owners or the Association of any Properties, Lots or Common Property in the Subdivision.

B. The Lot Owners of the Subdivision and the Association, as successors to the Declarant, shall be responsible for the care, maintenance, operation, inspection, repair, improvement, installation, construction and management of all of the Subdivision and the retention basins, easements, drains, rights-of-way, areas and improvements which are the subject of any agreement with any governmental agency, and common area. In the event the Association or the Lot Owners fail or refuse to provide the necessary care, maintenance, operation, inspection, repair, improvement, installation, construction and management, then in such event the Township shall have the right to assess all costs, expenses and charges for the same against the Lot Owners or Lots to the extent of each Lot Owner/Lot being responsible for one-thirty-seventh of the total. The Association and the Lot Owners, their agents, representatives, successors and assigns shall be severally, and not jointly liable, for each such Lot Owners' proportionate share of the costs

and expenses incurred by the Township to discharge such responsibilities. Such costs, expenses and charges shall be due and owing upon written demand and notice by the Township to the Association at the last known address of the Association filed with the Township's Clerk and to the address of the Lot Owners as set forth in the existing tax rolls. Such notice shall be sent by first-class mail, postage prepaid and a proof of service of said mailing shall be evidenced of the Township's compliance with the notice requirement contained herein. In addition to the other methods of collection, the Township shall have the right to place such assessments on the Township tax rolls of the Properties and Lots constituting the Subdivision and collect the same in the same manner as any property tax or assessment. The foregoing shall not be the exclusive right or remedy of the Township and the rights and remedies provided to the Township by statute, ordinance, agreement or other provision of these restrictions shall be preserved.

### **SECTION 3 -**

#### **ESTABLISHMENT AND DEDICATION OF HOMEOWNERS ASSOCIATION**

##### **3.1 Establishment of Non-Profit Michigan Corporation as the Fox Hollow Homeowners' Association.**

There is hereby established an Association of Lot Owners of Lots 1 through 37, inclusive, Fox Hollow Subdivision, to be known as Fox Hollow Homeowners' Association ("Association"). The Association shall be incorporated and organized as a non-profit corporation for perpetual term under the laws of the State of Michigan and shall have such powers as enumerated in this Declaration, as well as those set forth in the Corporate Articles and By-Laws of the Association, and as allowed by law.

##### **3.2 Membership.**

Every Lot Owner shall automatically, by virtue thereof, become a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of a Lot.

##### **3.3 Voting Rights.**

Each Lot owner shall be entitled to one vote for each Lot owned. When more than one person owns an interest in a lot, all such persons shall be members of the Association; however, only one vote shall be allowed for each Lot, and the vote for such lot, when more than one person owns a Lot, shall be exercised by the designated representative of the Co-Lot Owners, as they shall determine. The name of

the designated representative of the Co-Lot Owners shall be provided to the Association in writing, at least ten (10) days prior to any meeting, at which said designee intends to vote, or the name of the designated representative may be provided to the Association at the time of the meeting if all Co-Lot Owners are present at the meeting, and the majority thereof agree as to the designated representative for the Lot. In no event shall more than one vote be cast with respect to any one Lot. If notice of a designated representative is not properly given, the vote related to a Lot will be suspended in the event more than one person seeks to exercise said vote.

#### **3.4 Adoption of By-Laws.**

The Association shall adopt By-Laws for the purposes of providing for the election of Officers and Directors, the conduct of meetings, and the government of the Association, which shall comply with all requirements of the Michigan Non-Profit Corporations Act.

#### **3.5 Compliance with By-Laws.**

Any sale or purchase of a lot in this Subdivision shall be subject to such By-Laws for the Association, as are hereafter established or amended, supplemented, or modified, and each Lot Owner agrees to abide by, and observe such By-Laws. After the initial Association By-Laws have been created, said By-Laws may be amended or modified upon the affirmative vote of at least seventy-five (75%) percent of the Lot Owners, but such amendment, supplement, or modification shall not have retroactive effect.

#### **3.6 Rules and Regulations.**

The Association, by way of its By-Laws, may grant power to its Board of Directors to promulgate rules and regulations specifically authorized hereunder, and such other rules and regulations as may be reasonably necessary or helpful to achieve the quality of living in the Subdivision desired by the Association. All Lot Owners and their guests and invitees shall abide by such rules and regulations, and failure to so abide by said rules and regulations may result in the Board of Directors being granted authority to enforce the rules and regulations to the extent, without limitation, of suspending the rights of the violating Lot Owner and their guest and invitees to use of the common areas, and Lot Owner's voting rights, as well as remedies allowed by law. Lot Owners shall be responsible for their guests and invitees to comply with the rules and regulations.

#### **3.7 Maintenance of Boulevards and Berms.**

The Association shall maintain the Subdivision boulevards and all required berms.

### **SECTION 4 -**

### **ESTABLISHMENT OF ASSESSMENT AND LIENS**

#### **4.1 Creation of the Lien and Assessments.**

As a member of the Association, and in consideration of having the right to use the common area, each Lot Owner, by acceptance of a deed or execution of sales documents to purchase a Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual general assessments, (2) special assessments, (3) costs, and (4) fines established through rules and regulations created through the Board of Directors for the Association. Such assessments shall be established and collected as hereinafter provided. The general and special assessments, fines, and costs (which shall consist without limitation, as interest on the unpaid assessment or fine, at the highest rate permitted by law, recording fees, filing fees, and reasonable attorney's fees), shall be a charge on the Lot, and shall be a continuing lien upon the Lot against which each such assessment, cost and fine is made. Each such assessment, cost, and fine, together with interest thereon, at the highest rate permitted by law, recording fees, filing fees and reasonable attorney's fees and expenses of suit, shall also be the personal obligation of all persons who were the Lot Owners of such Lot at the time such assessment fee and/or fine shall be due. The obligation of the Declarant and each Builder as to assessments and fines is separately set forth in 4.3 of this section.

#### **4.2 Purpose of Assessments.**

The assessments and fines levied by the Association shall be used exclusively to promote the recreation, health, safety, welfare, common benefit and enjoyment of the Lot Owners in the Subdivision, and in particular, for the improvement and maintenance of the Common Areas now or hereafter owned by the Association, for the payment of taxes and special assessments relating to the Common Areas, and facilities thereon, and any other property under the control of the Association, including any Subdivision entrances, boulevards, berms and for planting and maintenance of trees, shrubs, and grass; the acquisition of additional common areas; for construction, operation, and maintenance of recreational facilities; for caring for vacant Lots; for maintaining drainage facilities which service the Subdivision, whether inside or outside of the Subdivision boundaries; for providing community services, and for obtaining insurance for the protection of the Lot Owners, Association Directors, and Committee Members, and for establishing and maintaining appropriate reserves for those purposes; and for the construction, operation and maintenance of all easements, and for the maintenance of the boulevard and required berms.

#### **4.3 Rate of Assessment.**

Both the general and special assessments shall be set by the Board of Directors at a uniform rate for all lots. However, notwithstanding anything to the contrary contained herein or elsewhere in this



Declaration, no assessment shall be levied against a Lot owned by the Declarant or any Builder, except that Builder shall be assessed in the same manner as any other Lot Owner one (1) year after the date the Builder has acquired an interest in the Lot.

**4.4 Maximum Annual Assessment.**

The annual assessments shall not exceed the following amounts:

A. Until January 1 of the year immediately following the first conveyance of a Lot to a Lot Owner, excluding Builders, the maximum annual assessment shall be \$400.00 per Lot;

B. From and after January 1 of the year immediately following the first conveyance of a Lot to any Lot Owner, excluding Builders, the annual assessment may be increased each year without a vote of the members by an amount of not more than ten (10%) percent of the assessment for the previous year; and,

C. From and after January 1 of the year immediately following the first conveyance of a Lot to a Lot Owner, excluding Builders, the annual assessment may be increased by an amount in excess of ten (10%) percent only by a vote of fifty-one (51%) percent of the members or a proxy entitled to cast votes, at a meeting of the Association duly called for that purpose.

**4.5 First Assessment and Working Capital Fund.**

Upon purchasing any Lot from the Declarant or a Builder, a Lot Owner other than a Builder, shall be liable for the assessment for the year in which the Lot is purchased, which shall be pro-rated to the date of closing and payable upon closing. Such Lot Owner shall also be liable to the Association for a one-time assessment of Two Hundred (\$200.00) Dollars for working capital, which shall be payable upon closing, which shall be non-refundable nor assignable.

**4.6 Special Assessments for Acquisitions and Capital Improvements.**

In addition to the annual assessments authorized above, the Association may levy against each Lot Owner in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any acquisition of land or easements to be added to the common areas, the construction, reconstruction, repair or replacement of any improvement upon the common areas and other areas under the control of the Association, including Subdivision entrances and easements for other purposes. Any special assessment shall have the consent of members or of proxies entitled to cast fifty-one (51%) percent of the votes of those present at a meeting duly called for that purpose.

**4.7 Notice and Quorum for Actions Authorized Under 4.4 and 4.6.**

Written notice shall be sent to all members not less than fifteen (15) days, more than thirty (30)

days in advance of any meeting called for the purpose of taking any action authorized under 4.4 or 4.6 of this Article. At the first such meeting called, the presence of members or proxies entitled to cast fifty (50%) percent of the vote shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum of the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

**4.8 Notice of Annual Assessments and Due Date.**

The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period and determine whether the annual assessment will be payable on a monthly, quarterly, semi-annual or annual basis. Written notice of the annual assessment shall be sent to every Lot Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

**4.9 Effective Non-Payment of Assessments; Remedies of the Association.**

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate permitted by law. The Association may bring an action against the Lot Owners personally obligated to pay the same or foreclose the lien against the Lot; in addition to the delinquent assessment and interest thereon, the Association shall be entitled to recover all costs incurred in the collection of said indebtedness, including, without limitation, recording fees, filing fees, court costs, and reasonable attorney's fees. No Lot Owner may waive or otherwise avoid liability for the assessments by non-use of the common areas or abandonment time Lot.

**4.10 Exempt Property.**

All common area and all other property exempt from taxation by state or local governments or dedicated for public use, shall be exempt from the assessment, fines, costs and lien created herein.

**4.11 Subordination of the Lien to Mortgages.**

The lien of the assessments, fines, interest and costs provided for herein shall be subordinate to the lien of any first mortgage and to any other contractual lien as to Lots owned by the Declarant. Sale or transfer of any Lot shall not affect the lien or liability thereof. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien but not the obligation for payment of such

assessments as to payments which became due prior to such sale or transfer.

#### **4.12 Right of the Township or County to Assess.**

If the Association fails to levy and collect an assessment for maintenance, and it becomes necessary for the Township or County to incur expenses related to maintenance, the Township or County shall have the right to be subrogated to the powers of the Association to levy and collect assessments and to enforce liens for the collection of such assessments.

### **SECTION 5 - ARCHITECTURAL REVIEW**

#### **5.1 Architectural Review Committee (the "Committee")**

The Declarant shall constitute the Architectural Review Committee until ninety (90%) percent of the Lots have been sold to Lot Owners other than builders. After ninety (90%) percent of the Lots have been sold to Lot Owners other than Builders, the Board of Directors of the Association may select by majority vote three (3) persons which shall compose the committee. Committee members are not required to be members of the Association, and may be employees, officers, directors, agents or affiliates of the Declarant. Each member of the Committee shall serve until he resigns or is replaced by a subsequent appointee by the Board of Directors of the Association. Neither the Declarant nor the Committee shall have any liability whatsoever for any acts or omissions on their part in their capacity as a committee member, including, without limitation, for the approval or disapproval of any plans or specifications.

#### **5.2 Committee Approval.**

No building, fence, wall, swimming pool, deck, greenhouse, outdoor lighting, or mailbox or other structure, landscaping, or exterior improvements shall be commenced, erected, maintained, removed, or demolished on any Lot, nor shall any exterior addition to or change or alteration therein or change in the exterior appearance thereof or change in landscaping be made until Lot Owner has submitted all required documents and information to the Committee, and the Committee has approved in writing Lot Owner's request.

#### **5.3 Preliminary Plans.**

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

#### **5.4 Required Plans, Specifications, and Information for Final Approval.**

Lot Owners shall be required to provide, as a minimum, to the Committee, plans, specifications, and information for review and final approval, the following:

A. Complete plans and specifications sufficient to secure a building permit in the Township of Northville, including a dimensioned plot plan showing the Lot, placement of all improvements,

and proposed grades which evidence a change of grade at intervals no greater than one-foot change in grade;

B. Plans which disclose front elevation, side elevation, and rear elevation of the structure, plus elevations of any walls and fences;

C. Plans must disclose structures, development, driveway and landscaping of all adjacent property;

D. A perspective drawing, if deemed necessary by the Committee, to interpret adequately the exterior design;

E. A complete landscaping plan, which shall include, without limitation, the size, type and location of shrubbery, trees and all landscaping materials;

F. Specifications and data as to size, materials, colors, texture of all exteriors, height, shape and kind of all exterior materials to be used, including, without limitation, roof coverings, walkways, mailboxes, any fences and walls;

G. In addition to the specifications and data as to the exterior materials to be used, Lot Owner shall provide samples and color charts when reasonably available; and,

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

All plans, specifications, data, plot plans, samples, drawings and surveys submitted for Committee review and approval, shall become the sole and exclusive property of the Association, and shall not be required to be returned to the Lot Owner applicant.

#### **5.5 Compliance with Building and Use Restrictions.**

No approval by the Committee shall be valid if the structure or improvement violates any of the restrictions set forth in Section 2 of this Declaration, except in cases where waivers have been granted, as provided for in the said section.

#### **5.6 Disapproval of Plans or Improvements.**

The Committee may disapprove plans and/or specifications because of non-compliance with any of the restrictions set forth within this Declaration, or because of dissatisfaction with the grading and drainage plan, the location of the structure on the Lot, the materials used, color scheme, finish, design, proportions, shape, height, size, style, type, landscaping or appropriateness of the proposed improvement or alteration, materials used therein, the kind, shape or type of roof proposed to be placed thereon, the number of trees that must be removed, the degree of terrain alteration involved, the greater elevation of

the structure, or because of its reasonable dissatisfaction with any matter or thing which, from the judgment of the Committee, would render the proposed improvement or alteration inharmonious with, or out of keeping with, the objectives of the Committee, the Subdivision, or with improvements erected or to be erected on the Lots in the Subdivision, including purely aesthetic considerations.

**5.7 Submission of Required Plans, Specifications, and Information and Payment of Review Fee.**

Any Lot Owner or agent of Lot Owner submitting plans, specifications, and information as required in 5.3 for Committee review, shall provide one copy of each required item to the Registered Agent of the Association and one copy to at least one member of the Committee. The applicants, to obtain proper submission of plans, specifications, and information, shall be required to obtain a signed and dated receipt from the Registered Agent and one Committee member acknowledging what has been submitted and received as of said date and must pay in advance the review fee and any additional sums the Committee or Directors require in advance to retain consultants, experts, or other professional. If a Committee has not been appointed by the Board of Directors, the submission requirements set forth herein shall be satisfied upon submission to the Registered Agent of the Association. If the Association has not been commenced at the time of submission and request, the submission requirements shall be satisfied upon delivery of the required plans, specifications, and information to the Registered Agent of the Declarant.

**5.8 Approval Time Schedule.**

In the event the Committee fails to approve plans, request additional information, or disapprove plans within thirty (30) days after proper submission of required materials and payment of review fees and additional fees requested, then such approval will not be required, but all other limitations, conditions, and restrictions set forth in the Declaration shall apply and remain in force as to such plans.

**5.9 Committee Approval.**

Committee approval shall be deemed given if the plans, specifications, and information submitted for approval are marked or stamped as have been finally approved by the Committee and are dated and signed by two (2) members of the Committee who are validly serving on the Committee on the date of such approval, and all actual expenses and costs incurred by the Committee with regard to the plans, specifications, and information have been paid to the Committee.

**5.10 Review Fee.**

The Committee may charge a review fee of a maximum of Two Hundred Fifty (\$250.00) Dollars to any Lot Owner, Builder, or authorized agent of Lot Owner for the purpose of reviewing plans for the

construction of the residence. In addition to said review fee, the Committee may require the Lot Owner, Builder or authorized agent who is submitting plans, specifications, and information to the Committee for review and approval, to be charged and obligated to pay all actual expenses of the Committee, including, without limitation, professional review fees of independent consultants, experts, surveyors, attorney's fees, and other professional fees.

The review fee charged by the Committee shall be paid to the Association, and the Board of Directors shall determine how the review fee shall be utilized.

#### **5.11 Construction Completion.**

Upon the completion of the proposed plans and specifications, the Applicant, upon request of the Committee or the Board of Directors, shall be required to supply proof, including without limitation, a certificate from a licensed architect that the improvements have been constructed as shown on the approved plans, specifications and information. The cost of providing the aforesaid proof shall be the sole obligation of the Lot Owner to the lot where such improvements have been made. If the Lot Owner refuses or neglects to provide said proof within thirty (30) days after said written request to the Lot Owner at Lot Owner's last-known address by First Class Mail, the Committee or Board of Directors are authorized to retain such architect or person necessary in order to make the required determination and issue said certification report; said cost and expense to obtain said report shall be charged to the Lot Owner and assessed as a lien against said Lot, as it authorized for general and special assessments in Section 4.

#### **5.12 Committee Liability.**

In no event shall either Declarant, Association Directors, or the Architectural Review Committee have any liability whatsoever to anyone for their approval or disapproval of plans, specifications, or information that have been submitted, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty, or otherwise. By way of example, neither Declarant, Association Directors, nor the Architectural Review Committee shall have liability to anyone for approval of plans, specifications, information or the like which are not in conformity with the provisions of this Declaration, or for disapproving plans, specifications, information or the like which arguably are in conformity with the provisions hereof.

### **SECTION 6 -**

#### **DEDICATION OF, AND PROPERTY RIGHTS IN, COMMON AREA**

##### **6.1 Dedication of Common Area.**

The Declarant hereby dedicates and conveys to each Lot Owner of a Lot in the Subdivision a right and easement of enjoyment in and to the common area (also referred to on plot plan as "park area") which shall remain in its natural condition; and hereby covenants that within ten (10) years after the date the plat has been recorded, it will convey the common area to the Association, free and clear of all liens and encumbrances, except as set forth herein. Title to the common area shall vest in the Association, subject to the rights and easements of enjoyment in and to such common area by the Lot Owners. Said easement of enjoyment shall not be personal, but shall be considered to be appurtenant to the lot, and shall pass with the title to the lots, whether or not specifically set forth in the deeds of conveyance of the lots. The Association shall properly maintain the landscaping of the common areas, boulevards and berms within the Subdivision.

### **6.2 Lot Owner's Easement of Enjoyment.**

The Declarant hereby grants to each Lot Owner and his respective successors and assigns, appurtenant, non-exclusive and perpetual easements for pedestrian ingress and egress over the common areas, except to the extent limited herein and as specifically precluded in 6.3(D).

### **6.3 Limitations of Easements.**

The rights and easements of each Lot Owner in and to the common areas shall be subject to the following prior rights of the Association, the Declarant and/or third parties in addition to other limitations set forth in this Declaration:

A. The right of the Association to levy and collect assessments, as set forth within this Declaration;

B. The right of the Association to suspend the voting rights and right to use the common areas by a Lot owner for any period during which any assessment against his Lot, or fines, fees or charges to Lot Owner, remains unpaid and for any infraction by a Lot Owner of the Association's published rules and regulations for the duration of the infraction and for an additional period thereafter not to exceed sixty (60) days;

C. The right of the Association to grant easements, over, under, or across any part of the common areas or to dedicate, grant, or transfer all or any part of the common areas to any public agency, authority, or utility, for such purposes, and subject to such conditions as may be agreed to by the members. No such dedication, grant, or transfer shall be effective unless an instrument agreeing to such dedication, grant or transfer signed by the Declarant if the Declarant has an ownership interest in any lot at the time of the grant, and fifty-one (51%) percent of the members have been recorded.

**D. NO LOT OWNER SHALL HAVE A RIGHT OF ACCESS TO NOR RIGHT TO USE, THE BODY OF WATER REFERRED TO AS "ELIZABETH LAKE" EXCEPT FOR LOT OWNERS OF LOTS 23, 24, 25, 26, 27, 28, 29 AND 30 WHO ARE GRANTED ACCESS TO "ELIZABETH LAKE"; THIS RESTRICTION CANNOT BE REMOVED OR AMENDED BY ANY ACT OF THE ASSOCIATION OR ITS MEMBERS.** If there is a separate, determinable tax bill for the common area on or adjacent to "Elizabeth Lake", in such event, Lot Owners of Lots 23, 24, 25, 26, 27, 28, 29 and 30 shall be the sole lot owners responsible to reimburse the Association for said tax bill and shall equally be responsible to pay to the Association in addition to other dues, the amount of said tax bill.

**6.4 Declarant's Right to Dedicate or Transfer Property.**

The Declarant reserves the right to dedicate or transfer all or any part of the common areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be required by law or in the best interests of the Subdivision, as determined by the Declarant.

**6.5 Delegation of Use.**

Any Lot Owner may delegate, in accordance with the By-Laws, his right of enjoyment and use to the common areas to the members of his family, invitees, his tenants, or purchasers who reside on his lot, subject to this Declaration, the By-Laws and any rules and regulations promulgated pursuant to either of them, provided, said Lot Owner has not had his rights suspended.

**6.6 Utility and Storm Drainage Easement.**

The Declarant hereby dedicates and reserves the following easements:

A. Easements for the installation, maintenance, repair, replacement, modification, use and/or removal of utilities, underground television cable, telephone lines, sanitary and storm sewer lines, water mains, waterlines, drainage lines, surface drainage swales, and any other improvements which would serve the Subdivision, are reserved to the Declarant and its successors or assigns, in, on, under, and over the areas as shown on the Plat, and also in, on, under, and over a strip of land in width as designated on the plat on each side of and along the Fox Hollow, Laurel Springs Court, Woodbury Court and Fox Hollow Court roadways dedication to Wayne County.

B. Private easements for public utilities are granted and reserves, as shown on the plat.

The use of all or part of such easements may, at any time or times hereafter, be granted or assigned by the Declarant or its successors or assigns, to any person, firm, corporation, governmental unit, or agency which furnishes such services or utilities.



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

**6.7 Necessity Easement.**

Declarant hereby reserves an easement for itself and the Association, to enter upon any Lot, if necessary, to install, construct, operate, maintain, repair, or replace any common facility, such as utilities, whether under or above ground, and for any other proper purpose hereunder.

**6.8 Signage.**

Declarant reserves the right to own and maintain a sign at the entrance of the Subdivision which shall bear the name "Fox Hollow" and the words, "A Nottingham Partners Development". If the sign is dedicated to the Association, the sign or any replacement signs shall continue to bear the aforesaid inscription in prominent letters.

**6.9 Easement Restriction.**

No Lot Owner shall be permitted to grant any right-of-way or easement across his lot to any person or to benefit any parcel of property, except to exclusively benefit another lot within the Subdivision. The foregoing Restriction shall not include the usual utility easements.

**SECTION 7 -**

**RESTRICTIONS ON THE USE OF COMMON AREA**

**7.1 Litter and Pollution.**

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

**7.2 Liability.**

The Association may maintain liability insurance in sufficient amounts for the purpose of protecting itself, as well as the Lot Owner, the Declarant, and the Builders from the burden of any liability resulting from accidents which may cause death or injury to anyone or damage or casualty to personal property while in the common area or on any property under the jurisdiction or control of the Association.

### **7.3 Published Rules.**

The Association may promulgate rules and regulations specifically authorized hereunder and such other rules and regulations as may be reasonably necessary or helpful to achieve the quality of living in the Subdivision desired by the Declarant and the Association. All Lot Owners and their guests and invitees shall abide by such rules and regulations.

## **SECTION 8 - GENERAL PROVISIONS**

### **8.1 Fines.**

If any Lot Owner or its agent, representative, guest or employee have, through act or omission, been in violation of any of the provisions of the Declaration of Easements, Covenants, and Restrictions for Fox Hollow Subdivision, or any of its rules or regulations, the Lot Owner shall be obligated to pay to the Association Fifty and no/100 (\$50.00) Dollars per day per violation, commencing ten (10) days after the date of mailing of notice of violation, by first-class mail, with proper postage affixed thereto, by the Association, which fines shall continue to accrue daily until said violation is terminated. The fines that have accrued against the Lot Owner shall become payable to the Association as of the date that they accrue, and immediately thereafter, shall become a lien against the Lot Owner's lot, and enforceable in accordance with the provisions of Section 4.

### **8.2 Enforcement.**

For violation or breach of any of the provisions herein, or of the rules and regulations as imposed by the Association, the Declarant and/or the Association shall have the right to proceed at law or in equity to compel compliance with the terms hereof and the rules and regulations, or to prevent the violation or breach and to foreclose any lien granted hereunder; such right to enforce provisions hereof and the rules and regulations of the Association, shall include, but not be limited to, the right to prevent or abate such violations, to compel compliance with the terms hereof, to enter upon any land within the Subdivision and correct any condition in and remove any building, structure, or improvement erected, installed, or maintained in violation of the terms hereof. If the Declarant or Association shall fail or refuse to enforce any violation after a request has been made by one or more Lot Owner(s), such Lot Owner(s) shall have the joint and several right to proceed in law or equity and to have the same rights of enforcement as does the Declarant or Association. Any costs incurred in such action by the Declarant, Association, or Lot Owners(s) seeking to compel compliance herein, shall be chargeable against the violating Lot Owner and shall constitute a lien against the Lot, which cost shall include, but not be limited to, the cost of removing

the offending improvements, actual attorney's fees, filing fees, court costs, expert fees, fines, and other litigation expenses.

Failure of the Declarant, the Association or any Lot Owner to enforce any provisions herein, or rules or regulations, shall in no event be deemed an estoppel or a waiver of the right to do so thereafter.

### **8.3 Right of Entry.**

The Declarant and/or the Association shall have the right to enter upon any Lot for the purpose of mowing, cutting, weeding, or removing any unsightly growth, which, in the opinion of the Declarant or the Association, detracts from the overall attractiveness of the Subdivision or is hazardous to the health and welfare of the Subdivision; or for the purpose of entering upon to alter, repair, or change any improvement or thing which may be upon the Lot or common area in violation of the provisions herein, or the rules and regulations of the Association, so as to make such improvements or things conformed to such provisions or rules and regulations; or for the purpose of removing any debris or trash from the lot. The Declarant or the Association shall be under no obligation to take the aforesaid affirmative action. The Declarant or the Association may charge the Lot Owner for the entire cost of the work done by or for it, pursuant to the provisions of this section, which shall become payable to the Association upon demand or thereafter become a lien against the Lot Owner's Lot, enforceable in accordance with the provisions of Section 4 hereof.

### **8.4 Severability.**

Invalidation of any one of the provisions herein by Judgment or Court Order shall not affect any other provisions which remaining provisions shall continue in full force and effect.

### **8.5 Amendment.**

The provisions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date of this Declaration as recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless amended (or removed as allowed herein). This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than sixty-seven (67%) percent of the Lot Owners and thereafter by an instrument signed by not less than fifty-one (51%) percent of the Lot Owners. No amendment may be adopted without the consent of the Declarant at any time in which Declarant owns one (1) or more lots in the Subdivision. Any amendment must be recorded with the Wayne County Register of Deeds before the amendment becomes effective.

### **8.6 Assignment or Transfer of Rights and Powers.**

Except as expressly limited by the Declaration, the Declarant reserves the right to assign to the

Association, in whole or in part, from time to time, any or all of the rights, powers, titles, easements, and estates hereby reserved or given to the Declarant, including the right and power to approve or disapprove any use, act, proposed action, or any other matter or thing. Any such assignment or transfer shall be made by appropriate instrument, in writing, and such Assignee shall thereupon have the same rights and powers, and be subject to the same obligations and duties as herein given, reserved to, and assumed by the Declarant in connection with the rights, powers and easements so assigned, and such instrument, when executed by such Assignee shall without further act, release the Declarant from all obligations, duties and liabilities in connection therewith.

**8.7 Appointment of Declarant as Attorney-in-Fact.**

All Lot Owners, their successors, and assigns, hereby irrevocably appoint the Declarant as their agent and attorney-in-fact for the purpose of executing a document necessary to allow Declarant to do anything which Declarant is entitled to do under the terms of this Declaration.

IN WITNESS WHEREOF, the undersigned having obtained the consent of all the parties with an ownership interest or security interest in the Subdivision, has executed this Declaration on the \_\_\_\_ day of March, 1995, with the date set forth in the respective acknowledgement.

WITNESSED BY:

DECLARANT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTTINGHAM PARTNERS,  
a Michigan Co-Partnership

By: \_\_\_\_\_  
Joseph Malloure, Partner

By: \_\_\_\_\_  
John Malloure, Partner

By: \_\_\_\_\_  
Paul Malloure, Partner

STATE OF MICHIGAN            )  
  ) SS:  
COUNTY OF OAKLAND         )

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 1995, by Joseph Malloure, a partner in

the Michigan Co-Partnership known as Nottingham Partners.

\_\_\_\_\_  
Notary Public  
State of Michigan  
County of Oakland  
My Commission Expires:

STATE OF MICHIGAN        )  
                                  ) SS:  
COUNTY OF OAKLAND        )

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 1995, by John Malloure, a partner in the Michigan Co-Partnership known as Nottingham Partners.

\_\_\_\_\_  
Notary Public  
State of Michigan  
County of Oakland  
My Commission Expires:

STATE OF MICHIGAN        )  
                                  ) SS:  
COUNTY OF OAKLAND        )

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 1995, by Paul Malloure, a partner in the Michigan Co-Partnership known as Nottingham Partners.

\_\_\_\_\_  
Notary Public  
State of Michigan  
County of Oakland  
My Commission Expires:

**SUBORDINATION OF MORTGAGEE'S INTEREST**

NBD Bank, N.A., a national banking association of Detroit, Michigan, hereby joins in the execution of this Declaration of Covenants, Conditions and Restrictions for Fox hollow Subdivision for the sole purpose of subjecting and subordinating its interest in the real estate to the covenants, conditions, easements and restrictions herein contained.

WITNESSED BY:

NBD BANK, N.A.  
a national banking association

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MICHIGAN        )  
                                  ) SS:  
COUNTY OF                 )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 1995, by NBD BANK, N.A., a national banking association, by \_\_\_\_\_, its \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
State of Michigan  
County of:  
My Commission Expires:

**This instrument drafted by and after recording return to:**

**Donald L. Samhat  
Donald L. Samhat, P.C.  
115 N. Center St., Ste. 204  
Northville, MI 48167  
313/349-8560**

## EXHIBIT A

Fox Hollow Subdivision, part of the Northwest 1/4 of Section 9, T. 1 S., R. 8 E., Northville Township, Wayne County, Michigan, beginning at the west 1/4 corner of Section 9, T1S, R8E and proceeding thence along the west line of Section 9, N 00 degrees 56'55" W., 1,650.44', (said line also being along east line of Blue Herron Pointe, Wayne County Condominium Subdivision Plan No. 227, consolidating Master Deed recorded in Liber 26266, Deeds, page 24), thence N 89 degrees 03'05" E. 306.10' to Point "A" on the intermediate tranverse line; thence continuing N 89 degrees 03'05" E., 100.94 ' to the waters edge of Elizabeth Lake; thence Southerly, Easterly and Northeasterly along the waters edge of said lake, 889' more or less, to a point, distant S 89 degrees 03'05" W., 74.65' from point "B" on the intermediate traverse line, which point "B" is located the following three courses along said intermediate traverse line, from Point "A", S. 65 degrees 10'47" E., 133.25'; and N. 89 degrees 03'05" E., 770.20'; and N. 61 degrees 18'03" E., 124.41' to point "B" on the intermediate traverse line; thence S. 00 degrees 09'19" W., 349.87'; thence south 00 degrees 11'48" E., 1264.41', (last described course being in part along the westerly boundary of Pickford Meadow, a subdivision recorded in Liber 103, plats, pages 97 through 100, Wayne County Records) to the Northeast corner of Glen Meadows Sub No. 1 recorded in Liber 90 of plats, page 37, Wayne County Records, said corner being on the east and west 1/4 line of Section 9, thence along said east and west 1/4 line and the northerly boundary of Glen Meadows Subdivision No. 1., S. 87 degrees 25'46" W., 1283.59' to the west 1/4 corner of Section 9 and the point of beginning, consisting of 37 lots numbered 1 through 37, both inclusive and two private parks and containing 47.3031 acres. Subject to the rights of the public and of any governmental unit in any part thereof used, taken or deeded for street, road, or highway purposes. Further subject to all easements and restrictions of record.

MICHIGAN DEPARTMENT OF COMMERCE - CORPORATION AND SECURITIES BUREAU

Date Received	
<b>MAR 20 1995</b>	

( FOR BUREAU USE ONLY )

**FILED**

**MAR 22 1995**

Administrator  
MICHIGAN DEPARTMENT OF COMMERCE  
Corporation & Securities Bureau

Name	DONALD L SAMHAT PC	
Address	115 N CENTER ST STE 204	
City	State	ZIP Code
NORTHVILLE	MI	48167-1224

Document will be returned to the name and address you enter above. ↑

EFFECTIVE DATE:

732-9117

**ARTICLES OF INCORPORATION**

For use by Domestic Nonprofit Corporations

(Please read information and instructions on last page)

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following articles:

**ARTICLE I**

The name of the corporation is:

FOX HOLLOW HOMEOWNER'S ASSOCIATION ✓

**ARTICLE II**

The purpose or purposes for which the corporation is organized are: See attached Rider

**ARTICLE III**

The corporation is organized upon a Non-stock basis.  
(STOCK OR NONSTOCK)

If organized on a stock basis, the total number of shares which the corporation has authority to issue is \_\_\_\_\_

\_\_\_\_\_. If the shares are, or are to be, divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences and limitations of the shares of each class are as follows:



2. a. If organized on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")

None

b. The description and value of its personal property assets are: (if none, insert "none")

None

c. The corporation is to be financed under the following general plan:  
Dues

d. The corporation is organized on a membership basis.  
(MEMBERSHIP OR DIRECTORSHIP)

#### ARTICLE IV

2. The address of the registered office is:

8177 Goldie Road

(STREET ADDRESS)

Walled Lake

(CITY)

, Michigan

48390

(ZIP CODE)

The mailing address of the registered office if different than above:

(STREET ADDRESS)

(CITY)

, Michigan

(ZIP CODE)

The name of the resident agent at the registered office is:

Joseph R. Malloure

#### ARTICLE V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name

Joseph R. Malloure

Residence or Business Address

8177 Goldie Road, Walled Lake, MI 48390

Use the space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

I, the incorporator(s) sign my (our) name(s) this 14<sup>th</sup> day of March, 19 95

Joseph R. Malloure  
Joseph R. Malloure

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Person or Organization  
Remitting Fees:

Donald L. Samhat PC

Preparer's Name and Business  
Telephone Number:

Donald L. Samhat

( 810) 349-8560

### INFORMATION AND INSTRUCTIONS

1. The articles of incorporation cannot be filed until this form, or a comparable document, is submitted.
2. Submit one original copy of this document. Upon filing, a microfilm copy will be prepared for the records of the Corporation and Securities Bureau. The original copy will be returned to the address appearing in the box on the front as evidence of filing.  
  
Since this document must be microfilmed, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.
3. This document is to be used pursuant to the provisions of Act 162, P.A. of 1982, by one or more persons for the purpose of forming a domestic nonprofit corporation.
4. Article II — The purpose for which the corporation is organized must be included. It is not sufficient to state that the corporation may engage in any activity within the purposes for which corporations may be organized under the Act.
5. Article III — The corporation must be organized on a stock or nonstock basis. Complete Article III(1) or III(2) as appropriate, but not both. Real property assets are items such as land and buildings. Personal property assets are items such as cash, equipment, fixtures, etc. The dollar value must be included.
6. Article IV — A post office box may not be designated as the address of the registered office.
7. Article V — The Act requires one or more incorporators. The addresses should include a street number and name (or other designation), city and state.
8. This document is effective on the date approved and filed by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated as an additional article.
9. This document must be signed in ink by each incorporator listed in Article V. However, if there are 3 or more incorporators, they may, by resolution adopted at the organizational meeting by a written instrument, designate one of them to sign the articles of incorporation on behalf of all of them. In such event, these articles of incorporation must be accompanied by a copy of the resolution duly certified by the acting secretary at the organizational meeting and a statement must be placed in the articles incorporating that resolution into them.
10. Filing fee & Franchise fee (Make remittance payable to State of Michigan. Include corporation name on check or money order) ..... \$20.00

11. Mail form and fee to:  
 Michigan Department of Commerce  
 Corporation and Securities Bureau  
 Corporation Division  
 P.O. Box 30054  
 Lansing, Michigan 48909-7554  
 Telephone: (517) 334-6302

The office is located at:  
 6546 Mercantile Way  
 Lansing, MI 48910



**RIDER TO ARTICLES OF INCORPORATION OF  
FOX HOLLOW HOMEOWNER'S ASSOCIATION**

Article II

The purpose or purposes for which the corporation is organized are:

(a) To manage and administer the affairs of, and to maintain a development of single family homes, composed of Fox Hollow Subdivision, consisting of lots 1 through 37, both inclusive, hereinafter collectively referred to as "the Subdivision".

(b) To make reasonable rules and regulations to further the ends of the Protective Covenants for the Subdivision and to further the enjoyment of all homeowners of the Subdivision.

(c) To enforce its Declaration of Covenants, Conditions and Restrictions, its rules and regulations (and all those that it has given power and authority to enforce) by all legal methods, including, without limitation, imposing fines and late payment charges, or instituting eviction or legal proceedings.

(d) To levy and collect assessments, both regular and special assessments, against and from the members of the corporation and to use the proceeds therefrom for the purposes of the corporation, and to enforce assessments through liens and foreclosure proceedings where appropriate.

(e) To carry insurance and to collect and allocate the proceeds thereof, and to restore, repair or rebuild its property, or any portion thereof, after occurrence of casualty.

(f) To promote the health, safety and welfare of the homeowners and residents of the subdivision and to enforce the Protective Covenants affecting the subdivision.

(g) To contract for, and employ, and to discharge, persons or business entities to assist in the management, operation, maintenance and administration of its affairs, and to enforce the covenants, rules and regulations.

(h) To acquire, own, hold, control, improve, manage, maintain, and to buy, sell, convey, assign, transfer, mortgage or lease (as landlord or tenant), or otherwise deal in, any real or personal property including, but not limited to, common areas, parks, storm water retention areas, drains, easements, rights-of-way, licenses, or any other real or personal property, to benefit the members of the corporation and to further any of the purposes of the corporation.

(i) To borrow money and issue evidence of indebtedness in furtherance of any and all purposes of the business of the corporation, and to secure the same by mortgage, pledge or other lien on its property; provided, however, that any such action shall

be authorized by the Board of Directors of the Association in conformity with, and in the manner as may be prescribed by the By-Laws of the Association, as duly approved.

(j) To sue or assert claims on behalf of the members, as their representative, with respect to its property or any part of it, and the Subdivision Declaration of Covenants, Conditions and Restrictions.

(k) In general, to enter into any kind of activity, and to do any and all lawful things and acts which the Association, at any time, and from time to time, shall, in its discretion, deem to be in the best interests of the members of the Association, to pay all costs and expenses in connection therewith, and in connection with any and all of the purposes of the Association, and further, to do any and all lawful things which may be advisable, proper, authorized, or permitted to be done by the Association and by virtue of any condition, covenant, restriction, reservation, charge or assessment affecting any or all of the lots of the Subdivision herein, or any portion thereof and to do and perform any and all acts which may be either necessary for or incidental to the exercise of any of the foregoing powers, or for the peace, health, comfort, safety or general welfare of the members of the Association, and further, to do any and all things and exercise all rights and powers permitted to non-profit corporations organized under the laws of the State of Michigan.

## Continuation of Articles of Incorporation

for

Fox Hollow Homeowner's Association

### Article VI

Section 6.1 Membership. Every person or entity who is the owner of a fee or of the equitable title in a lot when purchasing under a contract, and who is subject to assessment, either present or future, by the Corporation, pursuant to the provisions of any recorded instrument relating to assessment, shall be a member of the Corporation. For the purpose of determining membership, ownership will be deemed to have vested upon delivery of a duly executed deed or contract to the grantee or vendee. The legal title retained by a vendor selling under a contract that is essentially a security device shall not qualify the vendor for membership. Foreclosure of a contract or repossession for any reason of a lot or unit sold under contract shall terminate the vendee's membership, whereupon all rights to membership shall revert into the vendor.

Section 6.2 Voting Rights. Members shall be all the owners as defined in Section 6.1, including the developer. Members shall be entitled to one vote for each lot in which they hold the interest required for membership by Section 1 as shown by the records of the Corporation as of the last day of the month preceding the next membership annual meeting. When more than one person holds such interest or interests in any lot, all such persons shall be members and the vote for the lot or living unit shall be exercised as they may among themselves determine, but in no event shall more than one vote be cast for any one lot.

Section 6.3 Number of Votes. Each member shall be entitled to have the number of votes equal to the number of lots owned by such member.

Section 6.4 Suspension of membership rights. The membership rights (including voting rights) of any Member may be suspended by action of the Board of Directors if the Member has failed to pay when due any assessment or charge lawfully imposed upon him or any property owned by him, or if the Member, his family, his tenants or guests of any of them, shall have violated any rule or regulation of the Board regarding the use of any property or conduct.

## ARTICLE VII

Section 7.1 Liquidation into successor organization. Upon dissolution or other termination of the Corporation, no part of the property of the Corporation, nor any of the proceeds of the property, shall be distributed to the members of the Corporation as such, but all the property and proceeds shall, subject to the discharge of valid obligations of the Corporation, be distributed as directed by the members of the Corporation to the governing body of any community or communities for the welfare of which the Corporation shall have been operated or to one or more corporation or other organization not organized for profit and operated exclusively for the promotion of social welfare, and which does not participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office.

**BY-LAWS OF**

**FOX HOLLOW HOMEOWNERS' ASSOCIATION**

**A MICHIGAN NON-PROFIT CORPORATION**

**Adopted March 14, 1995**



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**BY-LAWS OF**  
**FOX HOLLOW HOMEOWNERS' ASSOCIATION**  
**A MICHIGAN NON-PROFIT CORPORATION**

Sec. 1.        **Name and Organization.**     This organization, named in its Articles of Incorporation as " Fox Hollow Homeowners' Association" (hereinafter called "Association"), is a Michigan non-profit corporation with a perpetual corporate term, organized and existing pursuant to appropriate enabling legislation.

Sec. 2.        **Office.**                     The registered office of the Association shall be maintained in a location which is acceptable to the Board of Directors, and may be changed from time to time by resolution of the Board of Directors.

Sec. 3.        **Purposes.**                     The purposes for which this corporation is organized shall be those specific and general purposes set forth in the Articles of Incorporation of the Association and the Declaration of Covenants, Conditions and Restrictions for Fox Hollow Subdivision. In furtherance of such purposes, this Association shall promote and maintain the safety, property values and general well being of the members of the Association and the property of the members located within the Association. The corporation shall also have the following powers:

3.1        To manage and administer the affairs of, and to maintain a development of single family homes, composed of Fox Hollow Subdivision, consisting of lots 1 through 37, both inclusive, as recorded with the Register of Deed's Office in Wayne County, hereinafter collectively referred to as "The Subdivision".

3.2        To make reasonable rules and regulations to further the ends of the Protective Covenants for the Subdivision and to further the enjoyment of all homeowners of the Subdivision.

3.3        To enforce its rules and regulations (and all those that it has given power and authority to enforce) by all legal methods, including, without limitation, imposing fines and late payment charges, or instituting eviction or legal proceedings.

3.4        To levy and collect assessments, both regular and special assessments, against and from the members of the Association and to use the proceeds therefrom for the purposes of the Association, and to enforce assessments through liens and foreclosure proceedings where appropriate.

3.5        To carry insurance and to collect and allocate the proceeds thereof, and to restore, repair or rebuild its property, or any portion thereof, after occurrence of casualty.

3.6        To promote the health, safety and welfare of the homeowners and residents of the subdivision and to enforce the Declaration, Conditions and Covenants affecting the subdivision.

3.7 To contract for, and employ, and to discharge, persons or business entities to assist in the management, operation, maintenance, and administration of its affairs, and to enforce the covenants, rules and regulations.

3.8 To acquire, own, hold, control, improve, manage, maintain, and to buy, sell, convey, assign, transfer, mortgage or lease (as landlord or tenant), or otherwise deal in, any real or personal property, including, but not limited to, common areas, parks, storm water retention areas, drains, easements, rights-of-way, licenses, or any other real or personal property, to benefit the members of the corporation and to further any of the purposes of the corporation.

3.9 To borrow money and issue evidence of indebtedness in furtherance of any and all purposes of the business of the corporation, and to secure the same by mortgage, pledge or other lien on its property; provided, however, that any such action shall be authorized by the Board of Directors of the Association in conformity with and in the manner as may be prescribed by the By-Laws of the Association, as duly approved.

3.10 To sue or assert claims on behalf of the members, as their representative, with respect to its property or any part of it, and the Subdivision's Declarations, Conditions and Covenants.

3.11 In general, to enter into any kind of activity, and to do any and all lawful things and acts which the Association, at any time, and from time to time, shall, in its discretion, deem to be in the best interests of the members of the Association, to pay all costs and expenses in connection therewith, and in connection with any and all of the purposes of the Association, and further, to do any and all lawful things which may be advisable, proper, authorized or permitted to be done by the Association and by virtue of any condition, covenant, restriction, reservation, charge or assessment affecting any or all of the lots of the Subdivision herein, or any portion thereof, and to do and perform any and all acts which may be either necessary for or incidental to the exercise of any of the foregoing powers, or for the peace, health, comfort, safety, or general welfare of the members of the Association, and further, to do any and all things and exercise all rights and powers permitted to non-profit corporations organized under the laws of the State of Michigan.

Sec. 4. **Membership.** The members of the Association shall include all of the owners of the lots comprising the Subdivision as recorded with the Register of Deeds Office in the county in which the Subdivision is located. The term "owners" for the purposes of this Section, shall include an owner or co-owner in fee simple and, in the case of an executory land contract of sale, the land contract vendee or co-vendee. The term "owner" shall not include any mortgagee, unless and until such mortgagee shall have acquired fee simple title pursuant to foreclosure proceedings or conveyance in lieu of foreclosure.

**Section 5. Meeting of Members.**

5.1 Meetings of members shall be held annually on a date, time and place which shall be designated by the Board of Directors for the purpose of electing the members of the Board of Directors and to transact such other business as shall be stated in the written notice of the meeting. Meetings of the Association shall be conducted in accordance with Roberts Rules of Order, when not otherwise in conflict with the Articles of Incorporation, these By-Laws or the laws of the State of Michigan.

5.2 Special meetings of the members may be called at the request of a majority of the Board of Directors, or upon written petition filed with the President setting forth the purpose or purposes of such special meeting signed by not less than 10% of the members in good standing. The Board of Directors shall fix the date, time and place for holding of such special meeting.

5.3 Notice of meetings of members shall be given by first class mail or by personal delivery or other means reasonably calculated to give notice to each member at his residence address at least fifteen (15) days but not more than thirty (30) days prior to the date of such meeting. Such notice shall state the purpose or purposes of such meeting. Notice by mail shall be effective when deposited into a United States Postal Service receptacle located in Wayne County, Michigan.

5.4 The presence at the meeting of the members of fifty (50%) percent of the Association, being present in person, by absentee ballot, or by proxy shall constitute a quorum for holding a meeting of the Association. Any absentee ballot or proxy must contain a verification of the signature; which verification shall be completed by a financial institution signature guarantee, notarization, identification of signature by signature maintained on file with the Association, or the witnessing of said signature by two (2) members of the Association who are in attendance at the meeting. In the absence of a quorum, no business may be transaction at any meeting, but the members present, by majority vote, may adjourn the meeting without further notice. The acts of a majority of the members present at a meeting at which a quorum is present shall be the official act of the members.

5.5 Members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership. When more than one (1) 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 (1) vote be cast with respect to any one (1) lot, as provided by Section 3.3 of the Declarations, Conditions, and Covenants of Fox Hollow Subdivision.

**Sec. 6. Board of Directors.**

6.1 The Board of Directors shall have the powers and duties normally enjoyed by directors of nonprofit corporations as more fully provided in the Michigan Nonprofit Corporation Act.

6.2 The Board of Directors shall consist of five (5) members. The members of the Board of Directors, after the initial two (2) year term to be served by the initial Directors, shall be elected by the members and shall hold office for a period of two (2) years, which term shall expire on the fifteen (15th) day of September, or until their respective successor has been duly elected and qualified. Two of the Directors shall have terms which expire on even number years, and three of the Directors shall have terms which expire on odd number years. The Board of Directors shall establish or adjust the initial term, or any subsequent term of any Director, determine the number of Directors with terms expiring in odd or even years when there is an odd number of Directors and shall take such other necessary action to implement this provision. Directors shall be members of the Association in good standing.

Sec. 7. Meetings of Board of Directors.

7.1 Meetings of the Board of Directors may be called by or at the request of the President or any two (2) Directors. The person or persons calling meetings of the Board of Directors shall fix the place, date and time for the holding of such meeting.

7.2 Notice of meetings of the Board of Directors shall be given at least two (2) days previous thereto by written notice delivered personally to each Director at his residence address. Any director may waive notice of any meeting in writing.

7.3 A majority of the number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. Irregardless of the number of Directors present at a meeting to which there is a sufficient quorum, an act of the Board of Directors shall require a positive vote of at least three (3) Board of Directors at all times irrespective of the number of Directors in attendance.

Sec. 8 Vacancies, Board of Directors. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors, through less than a quorum of the Board of Directors is present. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Sec. 9 Officers. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer.

Sec. 10 Election, Term of Office. The officers of the Association shall be elected by the Board of Directors. Each officer shall hold office for a period of one (1) year or until the officer's successor shall have been duly elected and shall have qualified.

Sec. 11 Removal of Directors or Officers. Any Director or Officer may be removed by three votes of the Board of Directors whenever in its judgment the best interest of the Association will

be served thereby in that the Director or Officer is not acting in the best interest of the Association, or as a result of excessive absenteeism by the Director or Officer.

Sec. 12        **Vacancies, Officers.** A vacancy in any office because of death, resignation, removal, disqualification or otherwise, shall be filled by the Board of Directors for the unexpired portion of the term.

Sec. 13        **President.** The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Association. The President shall, when present, preside at all meetings of the members and the Board of Directors. The President may sign, with the Secretary, when authorized by the Board of Directors, any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed. In general, the President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors by resolution from time to time.

Sec. 14        **Vice President.** In the absence of the President or in the event of the President's death, inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers and be subject to all of the restrictions upon the President. The Vice President shall perform such other duties as from time to time shall be assigned to him or her by the President or by the Board of Directors.

Sec. 15        **Secretary.** The Secretary shall keep the minutes of the proceedings of the members and of the Board of Directors in one or more books provided for that purpose and shall see that all notices are given in accordance with the provisions of these by-laws or as required by law. The Secretary shall be a custodian of the Association records and shall keep a register of members with their addresses and shall sign, with the President or Vice President, any documents or written instruments which have been authorized to be executed by resolution of the Board of Directors. The Secretary shall in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

Sec. 16        **Treasurer.** The Treasurer shall have charge and custody of and be responsible for all funds of the Association, shall receive and give receipts for moneys due and payable to the Association from any source whatsoever and shall deposit all such moneys in the name of the Association in such banks as shall be selected in accordance with the provisions of these by-laws. All checks drawn upon Association accounts shall be signed by the Treasurer and one additional director of the Association. The Treasurer shall keep detailed books of account for all expenditures and collection of funds and shall

prepare income and expense statements and a balance sheet at least annually. The Treasurer shall in general perform all of the duties as may from time to time be assigned to him or her by the Board of Directors.

Sec. 17            **Dues and Assessments.**

17.1    The Board of Directors of the Association shall adopt an annual budget of the costs and expenses to be incurred by the Association to fulfill its purposes, which budget 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 of Directors shall determine the amount of dues and/or assessments to be levied upon the Owners of each lot on a reasonable and uniform basis, on a "per lot" basis, to fund the budget and pay all administration and operating expenses of the Association. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Lot Owner subject thereto.

17.2    Administration and operation expenses shall include all costs and expenses incurred in connection with the Common Areas and Subdivision, including, but not limited to: (a) operating, maintaining, improving and preserving the Subdivision, Common Areas, storm water retention areas and rear yard drains within the Subdivision, (b) examining plans and enforcing the Building & Use Restrictions; (c) operating the Association, including the payment of postage, rental of meeting quarters, payment of legal fees, accounting, secretarial and clerical expense, liability and property damage insurance and any other necessary insurance, filing and franchise fees and any other expenses necessary or incidental to the operation of the Association, (d) doing all things necessary or advisable in the opinion of the Board of Directors necessary or incidental to fulfilling the purposes of the Association.

17.3    The Board of Directors shall advise the Owners of each lot of the amount of the annual assessment and any special assessment and the date upon which payment is due. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate permitted by law. No Owner may obtain an exemption from liability for annual assessments and special assessments by waiving the use or enjoyment of the Common Areas or Subdivision or by the abandonment of such Owners' lot. All annual assessments and special assessments shall constitute an obligation which is binding upon and run with each Lot in the Subdivision. Any Owner failing to timely pay such annual assessments and special assessments shall be a delinquent member and not in good standing.

17.4    Each member shall pay the amount of dues and/or assessments levied within the time period granted by the Board of Directors.

17.5 In the event of non-payment of any annual assessment or special assessment when due, the member shall be considered in default. The Association shall have the right to exercise anyone or more of the following remedies including all remedies permitted at law or in equity without such constitution an election of remedies as it relates to any default member:

A. Upon a resolution of the Board of Directors, expel and dismiss any delinquent member from membership in the Association resulting in the forfeiture of all rights and privileges incident to such membership. The delinquent member shall be given written notice by certified mail of the date upon which such forfeiture shall become effective unless the delinquent member pays in full all delinquent annual assessments or special assessments on or before such date.

B. File a lien upon such Lot by recording the appropriate lien with the Wayne County Register of Deeds.

C. Enforce the collection of the delinquent annual assessment and special assessment by suit at law for a money judgment and/or by the foreclosure of the lien securing payment in the same manner that real estate mortgages may be foreclosed by actions under Michigan law. The expenses incurred in collecting unpaid annual assessments and special assessments, including interest, costs and attorneys' fees and any other expenses paid by the Association to protect its lien, shall be chargeable to the delinquent Owner and shall be secured by the lien upon such Owner's lot.

Sec. 18. **Insurance.** The Association may carry public liability and property damage insurance and such other insurance determined to be necessary by the Board of Directors in amounts and with insurance companies as determined by the Board of Directors. Each member shall be deemed to appoint the Association as his or her true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance and distribution of such insurance, including the execution of all documents and releases of liability in connection therewith.

Sec. 19 **Indemnification.** The Association shall indemnify every Association Director, Officer, Architectural Control Committee Member, and Committee Appointee to the fullest extent authorized by the laws of the State of Michigan.



Sec. 20. Architectural Committee. The Board of Directors shall appoint the Architectural Control Committee called for in the Declaration. The people serving on the Committee shall serve at the pleasure of the Board of Directors.

20.1 The Architectural Control Committee shall consist of three (3) members pursuant to the Declaration of Covenants, Conditions and Restrictions. Two of the Committee Members shall have terms which expire on even years, and one of the Committee Members shall have a term which expires on odd years. The elected or appointed members shall establish and decide which member's initial terms will expire in odd or even years. The Architectural Control Committee may create and implement by-laws, procedures, rules or regulations to further the purpose of the Architectural Control Committee.

20.2 The purpose of the Architectural Committee shall be to approve the plans and specifications for all dwellings and appurtenant structures or any other buildings, structures, aerials, antennas, fences, landscaping or other improvements ("Improvements"), altered, constructed or modified on any Lot.

Sec. 21 Appeal from Architectural Committee. Any member in good standing shall have the right to appeal a decision of the Architectural Control Committee to the Board of Directors within twenty-one (21) days from the time of the decision of the Architectural Control Committee; the time of the decision of the Architectural Control Committee shall be deemed to be upon the mailing of the written decision of the Architectural Control Committee to the member or the member's representative. For any member to appeal a decision of the Architectural Control Committee, the member must make a written request to the Board of Directors specifying the area to which the appeal is directed from the decision of the Architectural Control Committee and provide a copy of said appeal to each Director within the aforesaid twenty-one (21) day time period. The Board of Directors shall then decide on the appeal within a reasonable period of time.

Sec. 22 Other Committees. The President or the Board of Directors may appoint such standing or special committees as deemed necessary, and shall define the duties of each appointed committee. Committees shall meet at the call of the President or the chairperson of each respective committee, and shall report to the Board of Directors, as requested.

Sec. 23 Rules and Regulations. The Board of Directors may implement rules and regulations in order to carry out the purposes of the Declaration, Conditions and Covenants, to carry out the functions of the Association as the Directors deem same necessary, to further the ends of the Declaration, Conditions and Covenants and to further the enjoyment of the homeowners, including, but not limited to, imposing monetary assessments of \$50.00 per day for violations, commencing ten (10) days

after the date of mailing of notice of violation of the Covenants, rules and/or regulations, plus costs, expenses, filing fees, interest and actual attorney's fees incurred by the Association arising out of any violation.

Sec. 24        Amendments.        These by-laws may be altered, amended or repealed and new by-laws may be adopted by the Board of Directors at any regular or special meeting of the Board of Directors, by a majority vote.

Sec. 25        Copies to Members.        Copies of these by-laws and any amendments thereto shall be made available to the members upon request.

Sec. 26        Construction.        The Board of Directors shall have power to construe these by-laws and its decision, with respect to their construction, shall be final.

Sec. 27.        Severability.        In the event that any of the terms, provisions or covenants of these By-Laws are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holdings shall not affect, alter, modify or impair in any manner whatsoever the remaining terms, provisions or covenants which shall continue to be valid and enforceable.

Adopted March 14, 1995

**WAIVER OF NOTICE OF MEETING OF INCORPORATOR  
OF  
FOX HOLLOW HOMEOWNERS' ASSOCIATION**

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The undersigned, being the sole incorporator of Fox Hollow Homeowners' Association, a non-profit corporation duly organized and existing under the laws of the State of Michigan, does hereby waive any and all notice of the first meeting of the sole incorporator of said corporation, and consents to all business that may come before said meeting. The meeting will be held at the offices of the corporation located at 8177 Goldie, Walled Lake, MI 48390 on the 14th day of March, 1995 at 10:00 a.m.

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Joseph R. Malloure

**MINUTES OF THE MEETING OF INCORPORATOR  
OF  
FOX HOLLOW HOMEOWNERS' ASSOCIATION**

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The first meeting of the incorporator of this non-profit corporation was held at the place, on the date, and at the time specified in the Waiver of Notice signed by the sole incorporator dated March 14, 1995, and annexed to the minutes of this meeting.

Present: Joseph R. Malloure, the sole incorporator was present.

Joseph R. Malloure served as the Chairman and as the Secretary of the meeting.

The Chairman announced that the meeting was duly convened and ready to transact such business as may lawfully come before it.

The Chairman reported that the Articles of Incorporation had been forwarded to the Department of Commerce in Lansing, Michigan. Upon return of the filed Articles of Incorporation, the Secretary was instructed to cause a copy of said Articles of Incorporation to be inserted in the Corporate Minute Book.

The Secretary presented a form of By-laws for the regulation of the affairs of the corporation. The By-laws were read, section by section. Upon motion made, seconded and carried it was:

RESOLVED, that the By-laws submitted and read to this meeting be, and the same hereby are, adopted as and for the By-laws of this corporation, and the Secretary be, and hereby is, instructed to cause the same to be inserted in the Corporate Minute Book.

The next order of business to come before the meeting was the election of Directors by the corporation. The following persons were nominated and unanimously elected as Directors of the

corporation to serve until their respective successors are elected and qualified:

Joseph R. Malloure

John Malloure

Paul Malloure

Upon motion duly made, seconded and carried, it was:

RESOLVED, that the Board of Directors hereby approve and ratify all actions taken by the Incorporator prior to the date hereof on behalf of this Association.

BE IT FURTHER RESOLVED, that the corporation is hereby authorized to open a bank account in the name of the corporation. The Directors shall be authorized to execute any and all documents on behalf of the corporation in connection with this bank account until officers of the corporation are elected or the directors' successors are elected and qualified.

There being no further business to come before the meeting, upon motion duly made, seconded and carried, the meeting was adjourned.

Dated this 14th day of March, 1995.

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Joseph R. Malloure  
Acting Secretary

ATTEST:

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Joseph R. Malloure  
Acting Chairman

**RULES FOR THE**  
**ARCHITECTURAL REVIEW COMMITTEE**  
**OF**  
**FOX HOLLOW HOMEOWNERS' ASSOCIATION**

Adopted: \_\_\_\_\_, 1995  
\_\_\_\_\_ Pages

## DEFINITIONS

### ARC:

The Architectural Review Committee (ARC) is a group of individuals appointed by the Board of Directors of the Community Association, Inc. The purpose of ARC is to administer and enforce the covenants for all new construction as well as building modifications in the Fox Hollow Community.

### Architectural Standards:

The Architectural Standards are the part of the covenants and restrictions that addresses building materials, configurations, exterior facades and construction techniques for houses in the Fox Hollow community.

### Balcony:

A second story platform projecting from the exterior wall of a building, either cantilevered or supported by brackets, enclosed by a railing, and covered by a roof.

### Batten:

A strip of wood attached (usually nailed) over the adjoining edge of parallel vertical boards on the surface of a wall referred to as board and batten.

### Bay:

A portion of the building exterior facade which projects beyond the face of the building. The projection may have windows creating a bay window in a box bay or three sided bay configuration.

### Bracket:

A small three dimensional wood or stone support member projecting from a wall positioned under a bay, roof or shelf, usually an ornamental member to an exterior facade.

### Building Placement Standards:

The Building Placement Standards are part of the Fox Hollow Community and regulate building form, i.e., footprints, heights, set backs, walls, fences and landscape.

### Capital:

The top part of a column, usually decorated and larger than the shaft of the column.

**Clapboard:**

Wood siding (pronounced "kla berd") A thin siding board that when laid horizontally and overlapped, creates a weathertight outer wall surface on a wooden facade.

**Colonnade:**

A series of columns set the same distance apart, usually supporting a roof.

**Column:**

A slender, upright post consisting of a square or cylindrical shaft, with a base and capital used as a support or ornament in building.

**Coping:**

The top layer of a brick or stone wall usually built with a slight slope or cant to shed water.

**Cornice:**

An ornamental molding that projects along the top of a wall, pillar or side of a building, most often a decorative development of the eave of a roof.

**Cupola:**

A small tower on a roof of a building with louvered and/or windowed sides to let air and/or light into the building.

**Dentils:**

Small projecting blocks or "teeth" used in rows in classical cornices as ornaments.

**Dormer:**

An upright structure with a window or a louver that projects from a sloping roof.

**Earth Berm:**

An artificially created mound of soil or earth.

**Eaves:**

The lower edge of a roof that projects beyond the wall underneath.

**Elevation:**

Any of the sides of a building. The east elevation of a building faces east. The south elevation faces south, and so forth.



**Facade:**

The front, or chief elevation, of a building.

**Fanlight:**

A fan shaped transom or window over a door.

**Fascia Board:**

A plain horizontal band of trim work along the eaves of a roof.

**Finial:**

An ornament at the crest of a roof, or top of a tower or canopy.

**Flue:**

An enclosed passage for conveying smoke, hot air, or other exhaust, outside a building. A chimney often has several flues.

**Gable:**

The triangular portion of the end wall of a building under a ridge roof.

**Gingerbread:**

Ornate wood decoration used in Victorian style buildings.

**Masonry:**

Construction using stone or brick with mortar.

**Master Plan:**

The overall development site plan.

**Mullion:**

A vertical bar between the panes of a window.

**Muntin:**

The vertical and horizontal members separating small panes of glass.

**Overhead Door:**

A term used to describe a garage door that stores horizontally along the ceiling when in the open position.

**Parapet:**

A low wall placed to protect any spot where there is a sudden drop, for example, at the edge of a balcony or house top.

**Pediment:**

A low triangular part, framed by horizontal and sloping cornices, usually found at the two gable ends of a Greek temple between the frieze and the roof.

**Pier:**

A vertical support of masonry.

**Pitch:**

The angle of steepness of a roof.

**Porch:**

A gallery that is attached to the main building, open on at least two sides, and used for circulation.

**Portico:**

An entrance porch, usually with columns and a roof.

**Quoin:**

A rectangle of stone, wood or brick used in vertical series to decorate corners of buildings.

**Required Building Line:**

The building must not be build beyond these limits.

**Retaining Wall:**

Any wall subjected to lateral pressure such as a bank of earth.

**Right-of-way:**

The street space, including pavement and verges, defined by the distance between lot frontages.

**Roof:**

The top covering of a building.

**Roof Ridge:**

The horizontal line at the junction of the top edges of two roof surfaces.

**Sash:**

The framework that holds the glass in a window.

**Shingle:**

A thin piece of wood or other material used to cover the roof and walls of a house. Shingles are laid in overlapping rows with the thicker ends showing.

**Street:**

Refers to all community open space, including streets, boulevards, avenues, ways, greens, squares, but not Common Drives.

**Stucco:**

Plaster finish for exterior walls.

**Transom:**

A series of panes or lights above a door.

**Trellis:**

A frame of light strips of wood or metal crossing one another with open spaces in between with the purpose of supporting growing vines.

**Type:**

Refers to general and shared characteristics of a particular type of house as defined in the Building Placement Standards.

**Veranda:**

A large porch along one or more sides of a house.

**Verge:**

The grassy area in the street right-of-way between the street pavement and the lot line.

**Vestibule:**

A passage, hall or chamber immediately between the outer door and the inside of a building.

**Window:**

An opening in a wall or roof to let in light or air usually enclosed by a frame that holds a movable sash or sashes fitted with panes of glass.

**ROOFS AND GABLE ENDS**  
**Architectural Standards**

**MATERIALS**

- Cedar shingles.
- Asphalt shingles (profile dimensional type).
- Copper bay window roofs.
- Gable end vents.

**CONFIGURATIONS**

- Roof designs shall be predominately gable and/or hip roof style with various roof dormer designs permitted.
- Roof pitch, front to rear shall not be less than 6/12 pitch. Gable or hip ends visible from the street shall not be less than 10/12 pitch.
- Only gable end vents are permitted in the front and/or side elevations. Roof top, roof jack type vents shall be placed on the backside of all elevations facing the street.

**GENERAL**

- Roof skylights, shall not be visible from the street.
- All gutters shall be O.G. profile.
- Painted metal roof covering is not permitted.
- All flues, vent stacks and roof vents protruding out of the shingle roof shall be painted to match the shingle color.
- Wood burning fireplace flues shall be enclosed in masonry.

**NOTE ON RULES FOR ARCHITECTURAL CONTROL  
COMMITTEE FOR FOX HOLLOW SUBDIVISION:**

*As of the date that you have received this package, the following rules have not been adopted by the Homeowners' Association for purposes of assisting in the implementation of review standards to be considered by the Architectural Review Committee. However, it is anticipated that rules similar to this will soon be adopted, which also may contain additions, deletions or modifications. Irregardless of when the rules are adopted, any new construction would be subject to the Architectural Review Committee considering these rules in approving any type of home construction, or site plan.*

**PORCHES/DECKS**  
**Architectural Standards**

**MATERIALS**

Where visible from the street, only the following are permitted:

- Built-up wood columns.
- Turned tapered wood columns.
- Brick veneer columns.
- Wood porch railing and balustrades.

**CONFIGURATIONS**

Where visible from the street, only the following are permitted:

- All balconies, porches and loggias shall be roofed.
- Porch columns shall be a minimum of 6"x6" and shall be box constructed.
- Porch balusters shall be proportionate with the railing design to be approved by ARC.
- Iron porch railings are subject to approval by the ARC.
- Porch columns shall be appropriately spaced relative to the scale and mass of the porch design.
- Tapered wood columns shall be a minimum diameter of 8".
- Patio decks shall be constructed of wolmanized pine, cedar or redwood. Outdoor decks shall set back and terminate not less than 2'-0" from the overall width of the home exterior wall in the rear yard.
- Patio railings shall be painted white or a matching color to the house trim material.
- Patio deck configuration shall be approved by the ARC.

**GENERAL**

- Any children's play equipment proposed must be submitted to the ARC for approval. Play structures shall be limited to the rear yard of a home site only, not visible from the street.

**WINDOWS AND DOORS**  
**Architectural Standards**

**MATERIALS**

Where visible from the street, only the following are permitted:

- Clear glass with no more than 10% reduction light transmission.
- Painted wood sash.
- Vinyl covered wood sash.
- Detailed patterned glass approved by ARC.

**CONFIGURATIONS**

Where visible from the street, only the following are permitted:

- Vertical rectangular shapes.
- Mullled multiple sash units.
- Semicircular and segmental arch sections.
- Small panes of glass with vertical and horizontal muntins.
- Entry doors with recessed panels, glass panels are permitted.
- Garage doors with panelled design.

**OPERATIONS**

- Single hung fixed sash and double hung windows.
- Composition paneled garage doors, overhead roll up operating type only.

**GENERAL**

The following are permitted:

- Fixed or operable window shutters applied over the exterior facade material.
- Canvas awnings to be approved by the ARC.

**EXTERNAL BUILDING WALLS**  
**Architectural Standards**

**MATERIALS**

Exterior facade material shall be consistent around all exterior elevations of the structure and only the following are permitted:

- Brick veneer full bed, standard size, clay fired units with raked natural colored mortar joints. Concrete brick veneer is not permitted.
- Stone veneer, field stone, river rock or cut stone units with natural colored mortar.
- Clapboard siding, 3.5" to 5" to the weather of wood material. Vinyl and/or aluminum siding is not permitted.
- Wood shakes, of various siding patterns and shapes. Vinyl fish scale shakes are not permitted.
- Board and batten, accent panel areas of the exterior facade material are permitted where appropriate to the Architectural character of the building exterior.
- Plywood reverse board and batten siding is not permitted.

**CONFIGURATIONS**

- All brick structures.
- All wood structures (frame first and second floor).
- A framed second story, masonry first floor (ground floor story), masonry must extend down to drop grade conditions where applicable.
- Brick shall be laid in running bond with projecting soldier courses, rowlock courses and sills permitted.
- Wood trim boards at building corners and at opening surrounds are to be 3.5" to 5.5" in width.

**GENERAL**

- Porch steps may be precast concrete. Porch base must be masonry brick or stone.
- Chimneys shall be masonry, brick or stone veneer and shall extend down to grade..
- Stucco or synthetic plaster finishes are permitted.
- All building exterior facade materials shall be subject to review by the ARC (Architectural Review Committee).