

ORCHARD LAKE WOODLANDS SUBDIVISION HOMEOWNERS ASSOCIATION  
BYLAWS AND RETENTION BASIN AND CUL-DE-SAC ISLAND  
MAINTENANCE RESTRICTIONS

In addition to the Building and Use Restrictions heretofore provided, this Subdivision is also subject to the following Orchard Lake Woodlands Subdivision #1 HOMEOWNERS ASSOCIATION Bylaws and Storm Water Retention Basin Maintenance Restrictions.

1. DEFINITIONS

- (a) "Developer" shall mean ABBEY HOMES OF MICHIGAN, INC., or its assigns.
- (b) "Association" shall mean and refer to Orchard Lake Woodlands HOMEOWNERS ASSOCIATION and any successor thereto.
- (c) "Properties" shall mean all lots platted as part of a recorded plat on Orchard Lake Woodlands #1 Subdivision.
- (d) "Storm Water Retention Basins" shall refer to the retention basins located partially on Lot Numbers 47, 48, 49, 52, 53, 54, 55, 62, 63, and 64, said basins to be maintained by the HOMEOWNERS ASSOCIATION. "Cul-de-sac Islands" shall refer to the islands in any cul-de-sac located within the subdivision.
- (e) "Lot Owner" shall mean and refer to the record owner as of January 1st of each year whether one or more persons or entity of the fee simple title to any properties, including land contract vendees, but not including any mortgagee unless and until such mortgagee shall have acquired fee simple title pursuant to foreclosure or any proceedings of conveyance in lieu of foreclosure. When more than one person or entity has an interest in the fee simple title to any lot, the interest of all such persons collectively shall be that of a single owner.
- (f) "Lot Owner-Occupant" shall be defined as a lot owner who has also established a place of residence on a subject lot.
- (g) "Member" shall mean and refer to all those lot owners and lot owner-occupants who are members of the Association as hereinafter set forth.

2. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

- (a) Membership: Every lot owner and lot owner-occupant shall be a member of the Association and membership shall become effective when the transfer becomes of record. Membership in the Association is and shall be appurtenant to and may not be separated from ownership of any lot.
- (b) Voting Rights: The Association shall have two (2) classes of members: Class A members and Class B members.
  - (1) Class B members shall be only the developer or its agents and the developer or its agents shall be entitled to one vote as a Class B member for each lot within the properties of which it is an owner. Upon the transfer by the developer of any lot to a new owner, the Class B membership of the developer with respect to such lot shall be terminated. Each Class B member shall be entitled to one (1) vote for each lot within the properties of which it is a lot owner.
  - (2) Each lot owner-occupant shall be a Class A member. Class A members shall have no voting rights until the event described in the next succeeding paragraph shall occur.

- (3) At such time as the number of Class A members is forty percent (40%) or more of the number of votes of original Class B members, all Class A and Class B members then outstanding, and all sub-sequent members of the Association, shall be deemed to be Class A members and entitled to one (1) vote per lot.

3. COVENANT FOR MAINTENANCE ASSESSMENT

- (a) Creation of the Lien and Personal Obligation of Assessments. The developer, for each lot owned by it within the properties, hereby covenants, and each owner of any lot within the properties, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments or charges, and the annual assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the lot and shall be a continuing lien upon the lot against which each assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, as herein- after provided, shall also be the personal obligation of the person(s) who was the owner of such lot at the time when the assessment fell due.
- (b) Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the properties, and in particular for the operation, maintenance, management and improvement of the entrance markers, including, but not limited to, the payment of taxes and insurance thereon, the repair and replacement thereof, for additions thereto and improvements thereof, and for the cost of labor, equipment, materials, management and supervision for and in connection with the entrance markers and surrounding area and the Association.
- (c) Basis of Annual Assessments. The amount of dues shall be fixed at such amount so that the total revenue of the Association shall be sufficient to pay for all costs of operating and maintaining the Retention Basin area owned by said Association including by way of illustration and not limitation capital improvements, additions or replacements, maintenance fee and operations budget.
- (d) Notice and Quorum for Action Authorized Under Section. Notice of the annual or special meetings of the membership shall be mailed to all members entitled to vote at least ten (10) days prior to the date of such meeting. At any annual or special meeting of the members, one quarter (1/4) of the members present and entitled to vote shall constitute a quorum and shall be empowered to transact business. If at any meeting of the members no quorum shall be present, the meeting shall be adjourned to a subsequent date, and the secretary shall notify the members thereof at least ten (10) days prior to such subsequent date, and at such adjourned meeting, the members shall constitute and be a quorum, even if there are present less than one quarter (1/4) of the members entitled to vote.
- (e) Duties of Board of Directors. The Board of Directors of the Association shall fix the amount of assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and shall at that time prepare a roster of the lots and assessments applicable thereto which shall be kept in the office of the Association. Written notice of the assessment shall thereupon be sent to every owner subject thereto. The Association, shall upon demand and payment of a reasonable charge, furnish to any owner liable for such assessment, a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

(f) Effect of Non-Payment of Assessment: The Personal Obligation of the Owner: The Lien: Remedies of the Association. If any assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon at the highest rate permitted by law and costs of collection including attorney fees thereof, become a continuing lien on such lot which shall bind such lot on the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then owner to pay such assessment(s), however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. However, notwithstanding his personal obligation, the Association shall have full rights to lien said lots and to proceed to foreclose on said lien and to collect said amount due. The association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the lot, and there shall be added to the amount of such assessment(s) the cost of preparing and filing the complaint in such action, or in connection with such foreclosure, attorneys' fees, and in the event a judgement is obtained, such judgement shall include interest on the assessment as above provided and any added costs of collection including attorneys' fees.

#### 4. SUBORDINATION OF THE LIEN TO MORTGAGES

The lien of the assessment(s) provided for herein is and shall be subordinate to the lien(s) of any mortgage or mortgages now or hereafter placed upon any lot subject to assessment hereunder; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior "to sale or transfer of such lot, pursuant to foreclosure of such mortgage(s), or prior to any other proceeding or conveyance in lieu of foreclosure." Such sale, transfer or conveyance shall not, however, relieve such lot from liability for any assessment thereafter coming due or from the lien of any such subsequent assessment.

5. Invalidation of anyone of these covenants by judgement or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.
6. These Maintenance Restrictions are to run with the land and shall be binding on the parties hereto, their heirs, devisees, representatives until the City and seventy-five percent (75%) of the owners of said lots in this subdivision by an instrument in writing recorded in the Office of the Register of Deeds for Oakland County, Michigan, agree to cancel, alter, amend, or modify same.
7. Anything to the contrary notwithstanding the developer may amend this Declaration with the consent of two-thirds (2/3) of all lot owners.
8. The proprietors herein and all future owners of a lot or lots in said subdivision are also governed by the terms and conditions of this agreement and bylaws.

#### 9. LOT OWNERS AGREEHENT TO PERMIT ACCESS

The lot owners of the said lot numbers on which the retention basins are located hereby consent and agree to permit reasonable access to the retention basins for the purpose of the performing of any maintenance on said basins as is deemed necessary by the Association, or as is required by any governmental agency having jurisdiction.

10. RIGHT OF CITY TO MAINTAIN POND AND CUL-DE-SAC ISLANDS

The lot owners, as required hereinabove, shall maintain the retention basin (pond) and cul-de-sac islands. In the event the City of Orchard Lake Village determines that said maintenance is inadequate, it shall thereupon so notify the Association. The Association shall then have a reasonable period of time in which to perform such required maintenance. In the event the Association fails to do so, the City of Orchard Lake Village shall perform the maintenance itself, and assess each lot owner for his pro-rata share.

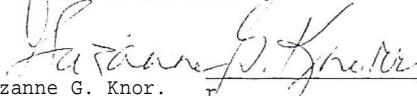
DATE: August 2, 1978

ABBAY HOMES OF MICHIGAN, INC.

WITNESS:

  
Joanne M. Fletcher

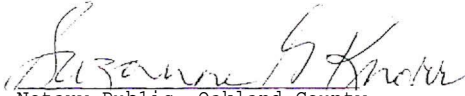
Robert J. Schmier, Vice-President

  
Suzanne G. Knorr.

STATE/OF MICHIGAN:  
County of Oakland:

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of August, 1978, by Robert J. Schmier, Vice-President of Abbey Homes of Michigan, Inc., a Michigan corporation, on behalf of said corporation.

My Commission Expires:  
JULY 11, 1981

  
Notary Public, Oakland County  
Michigan, Suzanne G. Knorr

INSTRUMENT PREPARED BY:

Robert J. Schmier  
5635 W. Maple Road  
W. Bloomfield, MI 48033

AFTER RECORDING RETURN TO:

Abbey Homes of Michigan  
31000 Lahser Road  
Birmingham, MI 48010