



# Homeowner's Association

## *Covenants & Bylaws*

*Amended 1999*

**AMENDED DECLARATION OF COVENANTS  
WHISPERWOOD SUBDIVISION**

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**AMENDED DECLARATION OF COVENANTS  
EASEMENTS, BUILDING AND USE RESTRICTIONS  
for  
WHISPERWOOD SUBDIVISION**

**THIS DECLARATION** "Declaration" is made by the Whisperwood Homeowners' Association, and its duly elected Board of Directors, "Declarants".

**WITNESSTH: WHEREAS**, Declarants are the Owners of property in the Township of Northville "Township", County of Wayne, State of Michigan, which is more particularly described as:

**Lots 1 through 110 inclusive of Whisperwood Subdivision, Part of Section 14, TIS, R8E., Township of Northville, Wayne County Michigan according to the plat thereof as recorded in Liber 47, Plats. Pages 59, 60 & 61 inclusive, Wayne County Records.**

**WHEREAS**, It is the desire of the Declarants that the Lots in this Subdivision shall be subject to these covenants, easements, building and use restrictions in order to assure the beauty, betterment, protection, safety, harmony of external design, and appearance of the property to maintain its market value and contribution to family and social values.

**NOW, THEREFORE**, Declarants declare that all of the property shall be held, sold and conveyed subject to the following covenants, easements, building and use restrictions which shall run with the real property and be binding on all parties having any right, title or interest in the property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each property owner.

**ARTICLE I  
DEFINITIONS**

**Section 1. "Property"** or **"Subdivision"** shall mean and refer to the property described above, the 8" tile Drainage System on each Lot, and such additions as may be brought within the jurisdiction of the Association.

**Section 2. "Lot"** shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property.

**Section 3. "Association"** & **"Declarants"** shall mean and refer to the Whisperwood Homeowners Association, and its Members, a non-stock, non-profit Michigan corporation, its successors and assigns.

**Section 4. "Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. 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 one Owner.

**Section 5. "Member"** shall mean and refer to those persons holding title to the mentioned Lots in this Declaration.

**Section 6. "Board of Directors"** "Board" shall mean and refer to the duly elected body of Association Members as elected and set forth in the By-laws.

**ARTICLE II  
PURPOSES, MEMBERSHIP AND VOTING RIGHTS**

**Section 1. Purposes:** The Association is a non-stock, non-profit Michigan corporation. The purposes for which the Association is incorporated are enumerated in the Articles of Incorporation of the corporation as filed with the State of Michigan Department of Commerce.

**Section 2. Membership:** Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

**Section 3. Vote Enumeration:** The Association shall have one class of voting membership. Members shall be Lot Owners, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

**Section 4. Voting Rights:** Members entitled to vote will be counted by voting in person, by proxy, or absentee ballot at all meetings of Members.

**Section 5. Proxy Voting:** All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon the sale of that Lot, by the Member.

**ARTICLE III  
ASSESSMENTS**

**Section 1. Purpose of Assessments:** Assessments shall be levied by the Association to promote the recreation, health, safety, and welfare of the Association Members, and the improvement and/or maintenance of the Property, including but not limited to: 1) common areas not adjacent to or assignable to a Lot owner, 2) the front and/or rear yard 8" tile drainage system on each Lot in the Subdivision, hereinafter "Drainage System".

**Section 2. Responsibility for Maintenance:** The Association shall be responsible to the Members for maintenance of the Property, and to the Township for the maintenance and operation of the Drainage System.

Should the Owners or the Association at any time fail to maintain the Drainage System in reasonable order and condition, the Township may serve written notice upon the Association or upon the Owners setting forth the manner in which the Owners or the Association has failed to maintain the Drainage System in reasonable condition and the notice shall include a demand that deficiencies of maintenance shall be cured within ten (10) days. However, should an emergency threatening the public health, safety and general welfare of the public be determined by the Township to exist, the Township shall have the right to take immediate corrective action.

The Board or their assigns, or special committee shall, upon the need for all contractual needs on behalf of the Association, strive to get at least three bids, and require proof of appropriate PL/PD Insurance Certificates of current and up-to-date policy dates.

**Section 3. Township Maintenance:** If the deficiencies set forth in the notice are not be cured within ten (10) days or any extension thereof, the Township, in order to preserve the taxable values of the Properties within the Subdivision and to prevent the Drainage System from becoming a public nuisance may enter the Subdivision and maintain the system until the Association is able to do so. Maintenance by the Township shall not constitute a taking over, or vest in the public any right to use the system. The Township shall cease to maintain the system, when it is determined that the Association can maintain the system in reasonable condition.

**Section 4. Cost of Maintenance:** The cost of such maintenance by the Township shall be charged to the Association, and if not paid, shall be assessed equally against all Lots within the Subdivision and shall become a Lien on the Lots.

**Section 5. Notice:** The Township shall provide notice of its intent to maintain the Drainage System to the Association by registered letter, except where entry is made for inspection or corrective work.

**Section 6. Creation of the Lien and Personal Obligation of Assessment:** The Association /Delcarants hereby covenant each Owner of any Lot within the Property by acceptance of their deed, whether or not it is so expressed in the deed or other conveyance is deemed to covenant and agree to pay to the Association: 1) annual and/or special assessments or charges, and 2) interest at ten (10%) percent on late charges as levied by the Association.

The assessments, together with interest and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made.

Each assessment, together with interest, costs, and reasonable collection and attorney's fees, shall be the personal obligation of the Owner of the Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to their successors in title unless expressly assumed by them.

**Section 7. Annual Assessment:** The annual assessment may be increased each year not more than five percent (5%) above the previous year assessment without a vote of the Members.

The presence of Members, of proxies, or absentee ballots entitled to cast sixty percent (60%) of all the votes of membership shall constitute a quorum. If the required quorum is not represented, another meeting shall be called subject to the same notice requirement. The required quorum at the subsequent meeting shall be one half (1/2) of the preceding meeting. Written notice of any meeting called for the purpose of taking any action authorized under this section shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of that meeting. Each Member's ballot cast for the first meeting shall stand and be counted for subsequent meetings unless a new ballot is requested by that Member from the Board Secretary, or a new ballot is requested by the Board.

An affirmation of two-thirds (2/3) of the appropriate quorum by Members entitled to vote, in person, by proxy, or absentee ballot at a meeting called for this purpose shall constitute passage.

No subsequent meeting shall be held less than thirty (30) days, nor more than sixty (60) days following the preceding meeting.

**Section 8. Uniform Rate of Assessment:** All assessments must be fixed at a uniform rate within the membership for all Lots and may be collected on an Annual, Single Payment, or Periodic basis.

**Section 9. Date of Commencement of Annual Assessments: Due Date:** The Board 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 Owner subject thereto. Annual assessments shall be due prior to March 1 of each year from all Owners of record on January 1 of each year. 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 at its issuance.

**Section 10. Special Assessments:** Special Assessments may be levied for special needs, and can be in conjunction with or separate from the Annual Assessments. The due date and duration will be determined by the need, but not less than 30 days from approval. Article III, Section 7 shall apply as to Quorum and Affirmative vote required, unless required by legal or Governmental action.

**Section 11. Effect of Nonpayment 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 rate of ten (10%) percent per annum. The Association may bring an action at law against the Owner, or foreclose the lien against the Lot. No Owner may waive or otherwise escape the liability for the assessments by abandonment of their Lot.

**Section 12. Subordination of the Lien to Mortgages:** The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien.

However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu of, shall extinguish the lien of the assessments as to payments which became due prior to the sale or transfer. No sale or transfer shall relieve any Lot from liability for any assessments or lien.

**ARTICLE IV**  
**BUILDING AND USE RESTRICTIONS**

**Section 1. Residential Lots:** All Lots shall be used for single family, residential purposes only.

**Section 2. Nuisances:** No noxious or offensive activity shall be carried out upon any Lot nor shall anything be done within the Subdivision, which may be, or become an annoyance or nuisance.

**Section 3. Structures:** No structures shall be erected or permitted on any Lot other than one detached single family dwelling, and occupied by a single family for residential purposes only. Outbuildings are prohibited. Each dwelling shall have an attached garage to accommodate at least two, but not more than four vehicles. Open play structures, decorative trellises, and gazebo type structures constructed and maintained in good taste and harmony, may be placed behind the front building line of the home for use by the current owner. Play structures and gazebo size structures must be within the side building lines and behind the back building line. Upon the sale of the lot the current owner must remove the structure(s) unless the new owner reapplies for permission to maintain the structure(s). Plans and permission to build such structures shall comply with all Township Ordinances, Association Covenants and By-laws.

**Section 4. Building Setbacks:** Unless the Township will permit a lesser setback or grant a variance, all dwellings shall be located not less than twenty-five (25) feet from the front lot line. On any lot having a curved front lot line the dwelling shall be located not less than twenty-five (25) feet from the middle point of the front lot line. Dwellings on corner lots shall be located not less than twenty-five (25) feet from both the front and the side lot lines. A rear yard of not less fifty (50) feet shall be maintained on each Lot. No structure shall be erected within eight (8) feet of any side lot unless the total of both side yards is a minimum of twenty (20) feet and any one of the side yards is a minimum of eight (8) feet.

**Section 5. Floor Area Requirements:** For the purpose of this Declaration: 1) a **one-story** dwelling shall be considered a dwelling in which the entire useable living area is on one floor, 2) a **story-and-half** dwelling shall be considered a dwelling in which substantially one-third of the useable living area is on the second floor, 3) a **two-story** structure shall be considered a dwelling in which substantially one-third or more of the useable living area is on the second floor, 4) a **tri-level** dwelling shall be considered a dwelling having three separate distinct levels of living area excluding basements, 5) a **bi-level** dwelling shall be considered a dwelling having two separate levels of living area, the lower level having at least one-half of its height above the front grade level.

All dwellings erected or placed in the Subdivision shall have a ground floor area of the main structure, exclusive of one-story porches, open or enclosed breezeways and garages, of not less than 1200 square feet in the case of a one-story structure with a basement; not less than 800 square feet in the case of a story-and-a-half structure; not less than 800 square feet in the case of a two-story structure. Tri-level homes shall have not less than 1600 square feet on three levels; bi-level homes shall have not less than 1000 square feet on one level; one-story homes without basements shall have no less than 1500 square feet of ground floor area. Rear-facing basements will not be considered as part of the living area, nor shall garages or porches whether or not enclosed and heated. For these purposes a quad-level home shall be treated in the same fashion as a tri-level home as stated above except that in the fourth level of same being the basement shall not be used in computation of the required square footage.

**Section 6. Building Material Requirements:** The exterior elevation walls of all buildings including all enclosed heated areas and garages shall be constructed primarily of veneered natural stone, pressed brick, or other brick of equal quality, window areas excluded. No one-story dwelling constructed entirely of frame or shingle will be permitted. In every dwelling type no unfinished cement, slag or cinder block, concrete block, or poured concrete wall may be used in the exposed portion of external walls. No asbestos siding may be used in/on the exterior walls of any dwelling or garage.

**Section 7. Multiple Lots:** In the event one or more Lots or parts of Lots, are developed as a unit, all restrictions herein contained shall apply to such resulting unit as to any single Lot.

**Section 8. Temporary Structures:** Residence in any temporary building of any description is prohibited and no structure of a temporary character, trailer, tent, shack, barn or other out-buildings, nor old or used buildings shall be placed erected or moved onto any Lot at any time either temporarily or permanently.

**Section 9. Patios & Decks:** No plan or specifications are necessary for a patio. If a wall or patio screens are to be placed around this area; however, plans and specifications are necessary, and must meet Township building standards and approvals, and may not extend beyond the side line of the house. Walls/Screens are not to exceed 6 feet in height and shall be constructed of lumber intended for outdoor use. Plans and specifications for all decks must be submitted and approved according to Township Ordinances, current By-laws and these covenants.

**Section 10. Swimming Pools:** Only "in ground" pools will be permitted. Pool design, fencing enclosures and safety features must conform to all applicable State, County, and Township Laws and Ordinances, and approved according to current By-laws and these covenants.

**Section 11. Signs:** No sign of any kind shall be displayed to the public on any Lot except one professional sign of not more than one square foot, or one sign of not more than five square feet advertising the Property for sale or rent for the time period only for such transaction to be completed.

**Section 12. Vehicles:** No inoperative, unlicensed, or commercial vehicles, house trailers or mobile homes, boats or trailers, or other forms of recreational vehicle shall be parked on any Lot or roadway in the Subdivision, except that such vehicles can be parked or stored only in a garage on the Lot, which conforms to the requirements pertaining to the construction of garages. Vehicles or parts of vehicles presenting an objectionable appearance because of condition or state of disrepair are prohibited.

**Section 13. Animals:** No animals, livestock or poultry of any kind shall be raised, bred, kept or maintained for any commercial purpose on any Lot except that dogs, cats or other household pets may be kept provided they do not become an annoyance or nuisance to the neighborhood. Fenced areas of minimum space designs can be erected to contain animals only with Board approval as described in the By-laws and these covenants.

**Section 14. Fences:** No fence of any kind shall be permitted to be erected, maintained or placed upon any Lot, except as approved pursuant to Sect. 9-10 and Sect. 13 above.

**Section 15. Sight Distance:** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and one-half and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within these distances unless the foliage line is maintained at sufficient height to prevent obstruction of these sight lines.

**Section 16. Easements and Maintenance:** An easement is reserved as shown on the recorded plat over each Lot for the installation and maintenance of public utilities and the Drainage System. and no structure of any kind shall be erected or maintained upon the easements.

Except as may be otherwise provided in these covenants, each owner shall maintain the surface areas of easements within his property to keep grass and weeds cut, to keep this area free of trash and debris and to take action as may be necessary to eliminate or minimize surface erosion. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

Dumping of rubbish, trash, garbage or other waste is strictly prohibited. All trash and waste shall be kept in sanitary containers and all such containers and all incinerators and similar equipment shall be kept in a clean, sanitary and non-offensive condition such as a compost container.

**Section 17. Flood Plains:** No filling or occupation of the flood plain area will be allowed without the approval of the Michigan Department of Natural Resources. The flood plain contour is defined as an elevation of 729. 6 (U.S. G. S. Datum). No basement floor elevation may be lower than elevation 730. 0 (U. S. G. S. Datum). These flood plain restrictions are to be observed in perpetuity and may not be amended.

**Section 18. Lawns:** Anyone occupying a newly constructed or rebuilt home upon any Lot within the Subdivision between: 1) October first (1st) and May first (1st) shall have a lawn planted and/or installed by the following June thirtieth (30th), 2) May first (1st) and September first (1st) shall have a lawn planted and/or installed within sixty (60) days.

**Section 19. Reciprocal Negative Easements:** No mutual or reciprocal negative easement shall be deemed to arise or be created with respect to any lands situated without the boundaries of the Subdivision.

## **ARTICLE V GENERAL PROVISIONS**

**Section 1. Enforcement:** The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity all restrictions, ordinances, Association Covenants and By-laws, liens and charges imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the future right to do so.

Violation of any restrictions or breach of any of these shall give the Declarants, in addition to all other remedies provided by law, the right to enter the Lot where the violation exists, and summarily abate or remove any item, thing or condition, at the expense of the owner, which may be or exist contrary to the intent and meaning of these provisions. The Declarants shall not be deemed guilty or liable of any manner of trespass for such entry, abatement or removal.

Declarants shall not be liable for damages to any person submitting plans for approval or to any Owner or Owners by reason of mistake in judgement, negligence or nonfeasance arising out of or in connection with the approval/disapproval or failure to approve any plans or specifications or the enforcing or failure to act which the Declarants are empowered to perform.

**Section 2. Lawful Compliance:** Owners shall, at their own sole expense, comply with all laws, orders and regulations of the Township, County, State, or any other governmental agency having jurisdiction over the Property with respect to the covenants, maintenance, construction upon and occupation of the Property.

**Section 3. Additions and Alterations:** No addition or alteration to any house structure, except interior alterations shall be made, nor shall any swimming pool, fence, garden wall, patio screen, dog run, pool enclosure, or similar devices and/or structures be permitted until the plans and specifications, prior to the start of construction, are first submitted in writing to, and approved by the Board or their assigns. In approving any of the plans and specifications, the Board or their assigns may require suitable screening with adequate shrubs, landscape materials or other modifications. Subdivision monuments and entrances are exempted from these requirements.

The Board or their assigns shall have the right to refuse to approve any plans or specifications, which in its opinion are not suitable or desirable. In reviewing any plans or specifications, the Board or their assigns, have the right to take into consideration the suitability of the proposed project for the Subdivision. The purpose of this paragraph and these covenants is to cause the Subdivision to develop and maintain a beautiful, harmonious, private, residential area. If any dispute between the Owner and the Board or their assigns should arise; the decision of the Board or their assigns is final.

In the event the Board or their assigns fail to act on the plans within thirty (30) days after delivery to the Board or their assigns, then approval will not be required, provided the plans conform to the covenants, the By-laws, applicable zoning laws, building codes, and the plans are harmonious with existing structures.

The Board or their assigns may designate a person, firm, or corporation to perform any of its duties which designation shall be revocable at the will of the Declarants or their assigns. The Board or their assigns may at any time assign all or part of its rights, privileges and duties of supervision and control in connection with these covenants to its successors or assigns, or an Association Committee.

**Section 4. Severability:** Invalidation of any one of these covenants, conditions or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 5. Amendments:** The conditions, covenants and restrictions of this Declaration shall run with and bind the land in perpetuity from the date this Declaration is recorded unless rescinded, modified or otherwise altered by an amended Declaration instrument signed by not less than two-thirds (2/3) of the Lot Owners and the Township of Northville.

Amendments to be brought for approval by the Association as mentioned above must be sponsored by: 1) The Board or their assigns; or 2) by a special committee; or 3) by a Member sponsored petition signed by not less than one-tenth (1/10) of the Members entitled to vote. Any proposed changes first must be approved by meeting the quorum and affirmation guidelines set forth in the By-laws for Association Meetings. Any amendment/revision changes or modification of this Declaration in whole or in part must be recorded and filed with the Township, except that the Flood Plain restrictions stated in Article IV, Section 17 may only be changed/amended by State or Federal actions.

**Section 6. By-laws & Board of Directors:** The Association shall construct By-laws and elect a Board of Directors to conduct the ongoing business of the Association.

**AMENDED BY-LAWS  
WHISPERWOOD ASSOCIATION**

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**AMENDED BY-LAWS  
for**

**WHISPERWOOD HOMEOWNERS ASSOCIATION**

**ARTICLE I**

**NAME**

The name of the Corporation is **WHISPERWOOD HOMEOWNERS ASSOCIATION**, a Michigan non-profit corporation, hereinafter referred to as the **Association**.

**ARTICLE II**

**DEFINITIONS & LOCATION**

**Section 1.** The following Definitions shall mean and refer to the same as described in the Whisperwood Subdivision Covenants: “**Association**” “**Property**” or “**Subdivision**”, “**Lot**”, “**Owner**”, “**Declarant**”, “**Declaration**”, “**Member**”

**Section 2.** “**By-laws**” shall mean these documents drawn to allow the Association and the Board to conduct their daily activities

**Section 3.** “**Board of Directors**” shall mean and refer to the duly elected body of Association Members as elected and set forth in these By-laws.

**Section 4.** “**Violation**” shall mean the act of persons willfully disregarding the Covenants, By-laws, Township Ordinances, or Laws of the State.

**ARTICLE III**

**MEETING OF MEMBERS**

**Section 1. Annual Meeting:** The annual meeting of the Members shall be held by the third week of January of each year called by the Board.

**Section 2. Special Meetings:** Special meetings of the Members may be called at any time by the President or by the Board, or upon written request of one-tenth (1/10) of the Members who are entitled to vote.

**Section 3. Notice of Meetings:** Written notice of each meeting of the Members shall be given by, or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of the notice, postage paid, at least thirty (30) days before the meeting to each Member entitled to vote, addressed to the Member’s address last appearing on the books of the Association, or supplied by the Member to the Association for the purpose of notice. Each Member shall register their address with the Secretary and notices of meetings shall be mailed to them at this address. The notice shall specify the place, day and hour of the meeting, and the purpose of the meeting. If the business of any meeting shall involve any change in assessments or actions needing Membership approval, an explanation of the requested action(s), and ballots for voting a direct, proxy or absentee vote shall be given or sent as provided with the meeting notice.

**Section 4. Quorum:** The presence at the meeting of one-tenth (1/10) of the Association’s Members entitled to vote shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, or the Covenants. If, however, a quorum is not present or represented at any meeting, the Members entitled to vote shall have power to adjourn the meeting without notice other than an announcement at the meeting, until a quorum is present or represented. A simple majority vote will constitute an affirmative vote for considerations under this Article.

**Section 5. Voting:** Members entitled to vote will be counted by voting in person, by proxy, or absentee ballot at all meetings of Members. All proxies shall be in writing and filed with the secretary, shall be revocable and automatically cease upon conveyance by the Member of their Lot.

**ARTICLE IV**

**BOARD OF DIRECTORS**

**Section 1. Number:** A Board of Directors “Board” shall manage the affairs of the Association. The Board shall number no more than nine (9). The Board should be represented as possible from the nine subdivision regions.

**Section 2. Term of Office:** The Members shall elect three Directors, 1/3 of the existing Board, at each Annual Meeting to a term of three years. No Member may serve more than two (2) consecutive full terms without at least one year of discontinuance as a Board Member, except: 1) if the removable of a Board Member or a vacancy exists that can not be filled with another Member, a retiring or retired Board Member may be appointed to fulfill that vacancy; 2) if the Nomination Committee can not find an appropriate number of Members to Nominate, a retiring or retired Member may be placed in Nomination for another term.

**Section 3. Removal:** Any Director may be removed from the Board, with or without cause, by a majority vote of the Association Members entitled to vote. In the event of death, resignation or removal of a Director, their successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of their predecessor.

**Section 4. Vacancies:** Vacancies in the Board shall be filled by a vote of the majority of the remaining Directors. Any appointed Director shall hold office until their successor is elected by the Members, who may make such election at the next Annual Meeting of the Members, or at any special meeting duly called for that purpose.

**Section 5. Compensation:** No Director shall receive compensation for service they may render to the Association. However, Directors may be reimbursed for actual expenses incurred in the performance of their duties.

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

## **ARTICLE V NOMINATION AND ELECTION OF DIRECTORS**

**Section 1. Nomination:** A Nominating Committee shall make nominations for election to the Board of Directors. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two or more Members of the Association. The Board of Directors shall appoint the Nominating Committee prior to each annual meeting of the Members, to serve from the close of the Annual Meeting until the close of the next Annual Meeting, with the appointments being announced at each Annual Meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. The nominations shall be made from Members only and only with consent of the nominee. Any Member has the right to be nominated as a candidate for the Board.

**Section 2. Election:** Election to the Board of Directors shall be by written ballot, in person, by proxy, or absentee ballot, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

## **ARTICLE VI BOARD MEETINGS**

**Section 1. Regular Meetings:** Meetings of the Board of Directors shall hold open meetings at least annually, but on an as needed basis, without notice, at such place and hour as may be fixed by resolution of the Board.

**Section 2. Special Meetings:** Special meetings of the Board of Directors shall be held when called by the President, or by any two Directors, after not less than three (3) days notice to each Director.

**Section 3. Quorum:** A majority of the present number of Directors shall constitute a quorum. Every act or decision made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board and duly recorded as required in Article VIII, Sect 7.

## **ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

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

- (a) Exercise for the Association all powers, duties and authority vested in or delegated to the Association not reserved to the Membership by Covenant or Articles of Incorporation provisions, and to create nonconflicting governing documents as needed;
- (b) Declare the Office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (c) Employ a manager, an independent contractor, professional contractors for maintenance, or such other employees as they deem necessary, and to prescribe their duties.

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

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement or annual report at the annual meeting of the Members or any special meeting when such statement is requested in writing by one-tenth (1/10) of the Members who are entitled to vote;
- (b) Supervise all officers, agents, contractors, and employees of this Association, and to see that their duties are properly performed;
- (c) As provided in the Declaration to:
  - (1) propose an annual balanced budget with an assessment against each Lot at least thirty (30) days in advance of each assessment period that provides for approximately ten (10%) percent of the annual budget for reserve funds; and
  - (2) send written notice of assessments and the proposed budget to every Owner at least thirty (30) days in advance of each assessment period for approval at the annual meeting; and
  - (3) assign & collect appropriate interest penalties, or foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
- (d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. The Board may make a reasonable charge for the issuance of these certificates. If a certificate states an assessment has been paid, such certificates shall be conclusive evidence of such payment;
- (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) Exercise for the Association all powers, duties, vested authority, and current covenants/ordinances delegated to the Association.
- (h) Maintain relations with, and bring to the membership current issues of social importance within the Association and community affairs for information and/or action by the Members for incorporation into the Whisperwood Community.

**ARTICLE VIII**  
**OFFICERS AND THEIR DUTIES**

**Section 1. Enumeration of Offices:** The permanent officers of the Association shall be: President, Vice President, Secretary, and Treasurer. The Board may name other officers as they deem appropriate by resolution. Officers shall only be comprised of Members of the Association

**Section 2. Election of Officers:** The election of officers shall take place at the first meeting of the Board of Directors following each Annual Meeting of the Members and shall be by majority vote of the Directors.

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

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

**Section 5. Resignation and Removal:** The Board may remove any officer from office with or without cause. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. The resignation shall take effect on the date of receipt of the notice or at any later time specified and unless otherwise specified, the acceptance of the resignation shall not be necessary to make it effective.

**Section 6. Vacancies:** A vacancy in any office may be filled by appointment by the Board. The officer appointed to the vacancy shall serve for the remainder of the term of the Board member they replace.

**Section 7. Duties:** The duties of the permanent officers are as follows:

**PRESIDENT**

The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other Written instruments and may sign all checks and promissory notes.

**VICE PRESIDENT**

The Vice President shall act in the place and stead of the President in the event of their absence, inability or refusal to act; and shall exercise and discharge such other duties as may be required by the Board.

**SECRETARY**

The Secretary shall: 1) record the votes and keep the minutes of all meetings and proceedings of the Board and Members, 2) keep the corporate seal of the Association and affix it on all papers requiring the seal, 3) serve notice of meetings of the Board and of the Members, 4) keep appropriate current records showing the Members of the Association together with their addresses, 5) perform such other duties as required

**TREASURER**

The Treasurer shall: 1) receive and deposit in appropriate bank accounts all monies of the Association, and disburse such funds as directed by resolution of the Board of Directors provided; however, that a resolution of the Board of Directors shall not be necessary for disbursement made in the ordinary course of business activity conducted within the limits of a budget adopted by the Board, 2) will sign all checks and promissory notes of the Association and obtain at least one co-signature for all disbursements, 3) keep proper books of account and have an audit by a CPA no less than every three (3) years, 4) shall prepare an Annual Budget and Balance Statement for the annual meeting and deliver a copy of each to the Members.

**ARTICLE IX**  
**COMMITTEES**

The Board of Directors shall appoint a Nominating Committee, as provided, and other committees as deemed appropriate in carrying out its duties.

**ARTICLE X**  
**BOOKS AND RECORDS**

The books, records and papers of the Association shall be subject to inspection by any Member during reasonable business hours. The Declaration, the Articles of Incorporation and the Covenants of the Association shall be available for inspection by any Member by the Secretary of the Association, where copies may be purchased at reasonable cost. The fiscal year of the Association shall begin on the first day of January and end on the thirty-first day of December every year.

**ARTICLE XI**  
**VOTING**

**Section 1.** At all Association meetings of Members, each Member may vote in person, by proxy or absentee ballot.

**Section 2.** All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon sale by the Member of their Lot.

**ARTICLE X**  
**GENERAL PROVISIONS**

**Section 1. Notice of Violation of Covenants & Ordinances:** Any resident of the Subdivision has the privilege of notifying the Township Ordinance, or Police Officer in the case of violation of Township Ordinances or the State Police in the case of violation of State Law.

Violations of Covenants and/or related Township Ordinances brought to the attention of the Board will be documented with a notification to the appropriate authority, with a copy of the notice to the Lot owner. Upon receipt of this document the appropriate authority will enter the Lot and cite the Lot owner with an appropriate, cease & desist notice, and/or fine, or a Lien placement against the property. The advanced notice of the violation will give the lot owner time to take corrective action.

Violations of any covenant, ordinance, or law of clear and immediate danger to Members or guests will be cause for suspension of Written Notice and cause an immediate call to act by the appropriate authority.

**Section 2. Additions and Alterations:**

In the event an Owner desires to change the exterior structure of their home, build an addition install a deck/patio with walls or fences, or install a swimming pool etc., the following procedures must be followed:

1. Plans and specifications are to be prepared in detail. They must show in detail the nature, kind, shape, height, material, color scheme, location on lot and grading plan, and must comply with both the Declaration of Covenants and the Northville Township requirements.
2. Two copies of the plans and specifications, and any subsequent changes are to be submitted to a member of the Subdivision Board of Directors.
3. The Restrictions Committee will review the plans for compliance with the Subdivision's Declaration of Covenants.
4. At least two board members will sign both copies. Both copies will be returned to the resident for filing for the Township Building Permit and Township Files.
5. Allow thirty (30) days for processing and disposition of requests by the Board. Submissions should be made at least two weeks prior to the Board meetings, which are scheduled normally for the third week of each month.

**ARTICLE XII**  
**AMENDMENTS**

**Section 1.** These By-laws may be amended at a regular or special meeting of the Members by a vote of a majority of a quorum of Members present in person, by proxy, or absentee ballot as described in Article III Sect.1-5.

**Section 2.** In the case of any conflict between the Articles of Incorporation and these By-laws, the Articles shall control; and in the case of any conflict between the Declaration of Covenants regarding the existing Subdivision referred to in Article I, and these By-laws, the Declaration shall control.

**ARTICLE XII**  
**CORPORATE SEAL**

The Association may have a seal in circular form having written in its circumference the word: WHISPERWOOD.