

# BY-LAWS OF QUAKER VALLEY FARMS ASSOCIATION

## ARTICLE I – MEETINGS

§1.1: Each annual meeting of the Association shall be held in the City of Farmington Hills, Oakland County, Michigan during the first three (3) months of each year, at a date and time and on premises selected by the President, as provided for in the Constitution.

§1.2: Special meetings of the members may be held at any time within the City of Farmington Hills. A special meeting may be called by a majority of members present at any annual or special meeting, or by signature of not less than twenty (20) members, or by the Board if fifteen (15) days prior written notice given to all members of the Association. Calls for special meetings shall specify the time, place, and object or objects thereof, and no other business than that specified in advance shall be considered at any such meeting.

§1.3: A written, typed, or printed notice of every meeting of members, stating the time, date, place and the subject thereof, shall be prepared and mailed or delivered by the Secretary to each member, at least fifteen (15) days before the date such meeting. A single such notice may be sent to husband and wife where both are members.

## ARTICLE II – VOTING

Each member shall be entitled to one vote when present at any meeting of the Association.

## ARTICLE III – ELECTIONS

§3.1: Each year at the annual meeting, a President, Vice President, Secretary, Treasurer, and not less than three (3) and no more than four (4) Directors shall be elected by ballot and shall automatically become members of the Board of Directors.

§3.2: The candidates receiving the largest number of votes shall be declared elected.

§3.3: If a written ballot is used, two (2) inspectors of election shall be appointed by the President to conduct the election of officers and director. No person who is a candidate for election may serve as an inspector of election.

## ARTICLE IV – QUORUM

Twenty (20) percent of the members of the Association shall constitute a quorum for the transaction of business at any meeting. The use of proxies at meeting is expressly prohibited.

## ARTICLE V – DUES

§5.1: The membership fee of fifty dollars (\$50.00) per household shall be paid upon joining the Association, which shall be in full payment of all dues for the remainder of that fiscal year. Annual dues for each fiscal year shall be payable to the Quaker Valley Farms Association and remitted to the Treasurer by each household on or before April 30 each year. Dues and assessments will be waived for the current fiscal year if a new homeowner takes title to their home after July 1 of a given year.

§5.2: The dues are intended to provide funds for the expenses of the Association, as determined by the Officers and Board of Directors. If and when the Association has unspent funds available, the directors may, without amendment to these By-Laws, fix annual dues for one or more years at a lesser amount.

§5.3: Homeowners whose dues are in arrears shall be considered not in good standing, and shall not have a vote in any meeting. Reinstatement may be accomplished by payment in full of all past due amounts including any fines or penalties assessed by the Association.

§5.4: Special Assessments may be voted from time to time by the Board of Directors up to fifty dollars (\$50.00) per household, per year. They may be used for extraordinary, unforeseen or unusual projects or expenses only when the cost of the project is expected to be in excess of \$3,000 (example: emergency road maintenance).

#### ARTICLE VI – LATE PAYMENT OF DUES: NOTICES AND PENALTIES

Households whose annual dues remain unpaid as of April 30 of each year shall be sent a reminder notice in May of each year. Households whose annual dues remain unpaid as of May 30 of each year shall be sent a reminder notice in June of each year. Households whose annual dues remain unpaid as of June 30 of each year shall be assessed a penalty of fifteen (\$15.00) dollars for each and every year during which dues were unpaid.

#### ARTICLE VII – DIRECTORS

§7.1: The Board of Directors, seven (7) to eight (8) in number, shall be the governing body of the Association. It shall consist of the President, Vice President, Secretary, Treasurer, and not less than three (3) and no more than four (4) Directors

§7.2: The Board of Directors may hold meetings throughout the year on an as-needed basis, on dates and at times determined by a consensus of the Board.

§7.3: The President of the Association shall be the presiding officer of the Board of Directors, and Secretary of the Association shall act as Secretary of the Board.

§7.4: Each Director shall have one vote, and a quorum of such Board shall be five.

§7.5: Directors and Officers may not serve more than three (3) successive terms.

#### ARTICLES VIII – OFFICERS

§8.1: The Officers & Directors of the Association shall serve after their election until the day following the annual meeting of the next calendar year. In the case of inability of an director or any officer, other than the president to complete his elected term, the president may, with the consent of the Board of Directors, appoint an Association member in good standing to succeed such officer or director who shall serve until the day following the next annual meeting.

§8.2: The President shall be the chief executive officer of the Association, and shall preside at all meetings.

§8.3: The Vice-President shall succeed to the office of President upon disqualification or inability of the President to serve. The Vice-President shall preside at meetings in the absence of the President, and shall perform such other duties as may be assigned to him by the President.

§8.4: The Secretary shall make and keep accurate records of actions taken at all meetings of members and directors, and give written report of the same before or at the next meeting, and shall perform all other services delegated by the President. The Secretary shall handle all correspondence of the Association, and shall also issue the notices of meetings. In the absence of the Secretary at any meeting, a Secretary Pro Tem may be appointed by the presiding officer.

§8.5: The Treasurer shall collect all dues and funds belonging to the Association. The Treasurer shall have custody of the funds of the Association and shall keep an accounting of all such receipts and expenditures. The Treasurer shall disperse all expenditures with the consent of the Board of Directors and solely for expenses and purposes of the Association. All checks paying out Association Funds shall be signed by the Treasurer and countersigned by either the President or the Vice-President. The Treasurer shall prepare a Balance Sheet and Income Statement for each fiscal year at the close of each year, and also at the completion of their term of office and submit such reports to the Board of Directors.

## ARTICLE IX – COMMITTEES

§9.1: The President, with the consent of the Board of Directors, may designate a chairperson as needed for each of the following committees. The Chairperson for each committee may determine the appropriate number of committee members required to perform the duties of the committee. All committee chairpersons and members must be residents and dues-paying members of the Association in good standing. The organization, number and structure of the committees may be changed as needed from time to time, with the authorization of the Board of Directors, in order to best serve the needs of the Association:

Building Plan Review: Shall review all plans for new construction to ensure that new structures are designed to conform to the nature and character of the neighborhood. Matters concerning plan approval and restrictions shall be discussed with adjacent lot owners. Final plan approval is subject to the decision of the Quaker Valley Farms Association and must meet all requirements of the governing Deed Restrictions.

Road Maintenance: Shall ensure that all roads are maintained in a manner which is not detrimental to the safety of residents, will initiate repair requests which may be performed by the City of Farmington Hills or the Association as dictated by the nature of the problem and responsibility for repair and maintenance.

Landscaping: Shall be responsible for the installation, maintenance and upkeep of lawns, signs, lighting, irrigation and landscape materials on all common areas throughout the neighborhood.

Social: Shall be responsible for organizing social events. The costs of such events shall be borne by the participants with the exception of the annual picnic. Will provide new residents of the neighborhood a welcome package to include copies of all governing documents, and a small gift as deemed appropriate.

Children's Social: Shall be responsible for organizing children's social. The costs of such activities shall be borne by the participants.

Communications: Shall be responsible for the dissemination of information to all homeowners several times each year to provide details about committee functions, events and other information which may affect residents of the neighborhood.

Shared Services: Shall be responsible for organizing events and services as needed where the residents are likely to benefit from the ability to work as a group (example: lawn care, snow removal, garage sale). The costs of such activities shall be borne by the participants.

§9.2: Such committees shall meet as required to properly perform their functions, upon call of the committee chairperson.

§9.3: Committees chairpersons shall make reports in writing to the Board of Directors as directed by the President or Vice President.

## ARTICLE X – NOTICE OF APPOINTMENTS

The secretary shall send notices to the members of the Association of the names and addresses of newly elected and appointed officers, directors and committees. Upon request, the Secretary shall mail a copy of the minutes of any recent meeting.

## ARTICLE XI – MAINTENANCE OF STRUCTURES & LANDSCAPING

§11.1 Homeowners shall keep and maintain each lot and dwelling owned, as well as all landscaping located thereon, in good condition and repair. This includes the repair and painting or staining of the house, the seeding, watering and mowing of the lawns, the pruning and trimming of all trees, hedges and shrubbery so as to present a pleasing appearance from the street. No refuse pile, compost heap or other unsightly or objectionable materials shall be allowed to remain on any property in plain view for any length of time. All structures upon a Lot shall at all times be maintained in good condition and repair and shall be properly painted, stained or otherwise finished. All trees, hedges, shrubs, flowers and lawns shall be maintained and cultivated so that the Lot is not detrimental to the neighborhood as a whole.

§11.2 Homeowners shall keep their yards free from both weeds and grass exceeding a height of six (6") inches or more. All lawns front and back must be mowed at least once every two weeks during the growing season and/or must not be allowed to grow more than six (6") inches high. Further, each yard shall maintained such that undesirable or offensive brush, heavy undergrowth or noxious weeds which may detract from the appearance of the property or surrounding properties are eliminated. This includes, but is not limited to, mowing grass, removal of loose trash and debris, and structural maintenance where such maintenance may affect the visual character or economic values of the property and neighborhood, and in some cases, safety, or any vegetation which is of an objectionable and unsightly nature, forms a nuisance or a fire hazard, presents a potential danger to the health or safety of residents, or is not controlled.

§11.3 No signs shall be placed or installed on any lot, except not more than one each "For Sale" or "For Rent" sign, Security Company sign, sign advertising building contractor or remodeling company, or "Garage Sale" sign. Contractor signs may be no more then 2' x 3', and are permitted during the project and for a maximum of two weeks after the completion. Garage Sale signs may be placed one day before the sale, and must be removed at the end of the last day of the sale. A sign indicating a Garage Sale for the entire sub-division may be posted for one week.

§11.4 No trailer, trailer house, boat, or recreational vehicle shall be parked in the driveway or street or be visible from the street for more than seven consecutive days. Commercial vehicles or trucks used for business purposes shall not be parked in the driveway or street or be visible from the street for more than seven consecutive days. No automobiles or other motorized vehicles shall be routinely parked in the street.

§11.5 No persons shall dump rubbish, garbage or any other form of waste on any lot or entranceway. Except for building materials used during construction of any structure, no lumber, metals, bulk material or solid waste of any kind shall be kept, stored, or allowed to accumulate on any lot as to be offensive to neighbors or visible from the street.

## ARTICLE XII - NOTICE OF VIOLATION

Upon inspection of a property that does not conform any of regulations §11.1 through §11.5, the Homeowner will receive a written notice from the President bearing the signatures of at least three (3) Officers or Members of the Board of the Association. Said notice shall describe in detail the nature of the violation, the specific section of the by-laws which has been violated, and a process by which the

homeowner may appeal. If, within the prescribed period, the property still does not conform, without further advance notice, the Association may designate a contractor to perform work as needed to remedy the problem at the Homeowner's expense.

Before imposing sanctions or fines, the Association will notify the homeowner in writing of:

- A. The specific section of the governing documents or specific By-law has not been complied with, including a direct quote of the pertinent section from the governing documents.
- B. The nature of the violation and a detailed description of the corrective action to be taken by the homeowner, and a reasonable deadline by which time the homeowner must come into compliance with the regulations.
- C. The intended or possible sanction(s) if the corrective action is not taken within the prescribed time.
- D. An explanation of the homeowner's right to make a written appeal of the citation to the Board of the Association prior to the date of the deadline. A description of the process by which a homeowner may appeal the citation at a hearing before the Board.
- E. An explanation of exactly how to make such an appeal and where to mail such an appeal.
- F. An explanation that in the event no appeal is received prior to the deadline, that the homeowner automatically waives their right to an appeal.
- G. An explanation that should the homeowner waive the right to an appeal, and that should the homeowner fail to perform the necessary maintenance or repairs by the given deadline, that the Association may exercise its right to make the repairs itself without any further advance notice to the homeowner, and to assess the homeowner for reimbursement of all related expenses upon completion of the maintenance or repair work. This notice will be sent by first-class or certified mail to the current address for the homeowner as shown on the Association's records.

#### ARTICLE XIII - APPEALS & HEARINGS

If requested by the homeowner, a hearing may be conducted in closed session before the Board. If the violation is not one that can be independently verified by the Board, the person or persons alleging the violation shall attend the hearing or submit their allegations and evidence in writing.

#### ARTICLE XIV – SANCTIONS

In the event that no request for appeal is received within the designated time allotted, the right to an appeal is automatically waived. If the right to appeal is waived, and the necessary maintenance or repairs are not performed by the given deadline, the Association may exercise its right to perform the maintenance or repairs itself, or have such work performed by a designated contractor, without any further advance notice, and to assess the homeowner for reimbursement of all related maintenance or repair expenses upon completion of the work. Following any hearing or appeal, if the Board has determined that the homeowner has violated a particular governing document provision, the Board may impose one or more sanctions -- regardless of whether the homeowner attended the hearing.

#### ARTICLE XV - PENALTIES IN ADDITION TO CORRECTIVE MEASURES

The imposition of sanctions is in addition to the requirement that homeowners comply with the governing documents as required by the Association. Compliance may include, but is not limited to, correcting, repairing or replacing non-complying conditions, all at the homeowner's cost. If a homeowner fails to perform corrective measures, the Board may do so, at the homeowner's cost. Sanctions imposed by the Board may include, but are not limited to, a monetary penalty pursuant to a Schedule of Monetary Penalties adopted by the Board as defined in Article XIII of the Association By-laws, and suspension of a

homeowner's right to vote. Monetary charges (including reimbursement assessments) shall become effective, due and payable five (5) days after notice of imposition is mailed to the homeowner.

#### ARTICLE XVI - CONTINUING OR REPEATED VIOLATIONS

The Board, in its sole discretion, shall determine whether a violation is continuing or repeated. In the case of continuing (uninterrupted) violations, the Board may impose a monetary penalty and/or suspend rights once every thirty (30) days until the violation is remedied, provided the notice and hearing requirements are complied with each time. Repeated (consecutive) violations within a thirty (30) day period shall constitute separate violations and monetary penalties may be imposed for each separate violation. In the case of both continuing and repeated violations, the Board may provide only a single notice of violation and opportunity for hearing on a monthly basis.

#### ARTICLE XVII - ENFORCEMENT COSTS

From and after any hearing or appeal, if the Board has determined that the homeowner has violated a particular governing document provision, the Association may also charge the homeowner's account for legal fees and other costs incurred by the Association to obtain the homeowner's compliance concerning the violation at issue. As provided in the Association's governing documents and applicable law, such charges may be enforced and collected by lien against the responsible homeowner's lot and/or other assets.

#### ARTICLE XIII - SCHEDULE OF MONETARY PENALTIES

The Board of Directors has adopted the following schedule of monetary penalties, which will be in effect until changed by a vote of the majority of the Board:

Penalty for Late Payment of Dues (per year for each outstanding year) - \$ 15.00

Penalty for First By-law violation - \$50.00

Penalty for Second and subsequent violations of the same By-law (within one year) - \$100.00

#### ARTICLE XIX - OTHER REMEDIES

The Association reserves the right to avail itself of any other remedy permitted by law and by the governing documents to enforce the provisions of the governing documents, rules, regulations and policies of the Association including, but not limited to, bringing an action in court and/or requesting Alternative Dispute Resolution (ADR) before neutral parties. Such remedies may be taken in addition to or in lieu of any action already taken, and commencement of one remedy shall not prevent the Association from electing simultaneously or at a later date to pursue another remedy.

#### ARTICLE XX – RULES & REGULATIONS

The Board of Directors of the Association may make Rules and Regulations from time to time to reflect the changing needs and desires of the majority of the homeowners in the Association. Reasonable regulations consistent with the Deed Restrictions, Constitution and these By-laws concerning the use of the Common Elements may be made and amended from time to time at any meeting by a majority of the Board of Directors and Officers of the Association. Copies of all rules, regulations and amendments shall be furnished to all homeowners.

# DEED RESTRICTIONS – QUAKER VALLEY FARMS

The forgoing grant is expressly subject to the following covenants and restrictions, and the said Purchaser in consideration of the agreement of the Seller to insert the same covenants and restrictions in all contracts and deeds covering parcels of land situate and being in that part of the South ½ of the Southeast ¼ of Section 16 T.1. N (Town 1 North), R 9 E.(Range 9 East), Farmington Township (City of Farmington Hills), Oakland county, Michigan., described as follows: commencing at a point on the west side of the road running between Section 16 and 16, on a line dividing the land of James B. McKay from the land south of it, formerly owned by Edwin B. Taylor, which said point of beginning is in fact the northeast corner of the southeast ¼ of Section 16, thence running westerly along said dividing line 1000 feet; thence southeasterly in a straight line to a point on the westerly side of said Highway 120 feet south of the place of beginning; thence 120 feet north of Section 16 and the north ½ of the easterly 44 acres of the southwest ¼ of Section 16; excepting therefrom a parcel of land in the northeast corner of said property described as follows: commencing at a point in the center of the Highway on the east line of Section 16; distant south 20 feet from the east ¼ corner; thence west parallel with the east section line 100 feet; thence east parallel with the east and west ¼ section line 300 feet to the east line of Section 16; distant south 100 feet the place of beginning. Which agreement on the part of the Seller is a material consideration to the Purchaser in accepting this contract, hereby covenants and agrees with the Seller in order to assist the Seller in carrying out and maintaining his general plan for the sale and development of said property and the preservation of the general character of the neighborhood as follows:

FIRST: No building shall be erected, altered, or used on any lot whatsoever in said subdivision (except as herein stated) for purpose whatsoever than –

- (1) One Single detached dwelling occupied by the purchaser, his lessee or guests and for residence purposes only.
- (2) Other buildings incident and accessory to a country home; the use of which is restricted as follows:
  - (a) Garage. To be used to house automobiles of the purchaser, his lessee or guests and for the use of which no charge is made.
  - (b) Dwelling. For use of servants of purchaser, his lessee or guests.
  - (c) Guest House. For use of guests only and not for rent.
  - (d) Green House. For commercial purposes is prohibited.
  - (e) Walls, fences, tennis courts, garden houses, and other similar and unobjectionable appurtenances of country home.
- (3) The purpose of these restrictions to be to limit the use and occupancy of any one single family with their necessary servants and appurtenances to any one single lot. In case the purchaser of any lot leases his premises, the premises must be leased as a whole; the leasing or sub-leasing of any part, there of is expressly forbidden. In no case shall a temporary structure be permitted.

SECOND: Animals, Poultry, and Fowl

Any animals, poultry, and fowl may be declared a nuisance and must be disposed of within thirty (30) days if so requested in writing by the Quaker Valley Farms. No other than household pets shall be permitted to run a large.

THIRD: Building Line.

- (1) Main Residence. The main residence, including all porches or other projections thereof shall be set within lines to be approved by the Quaker Valley Farms Association.
- (2) Garages and Other Buildings. No garage or other buildings incident and accessory to the main residence shall be erected closer than six feet from any lot boundary line, and the location of all such buildings on any lot shall be subject to the approval of the Quaker Valley Farms Association.

FOURTH: Value of Building.

- (1) Area of Building. No dwelling shall be erected or altered in this parcel which provides less than one thousand square feet of floor space at the first floor level, exclusive of any garage area, or area in any accessory building.
- (2) Size of Building. No dwelling shall be erected or altered in this zone which provides less than fifteen thousand cubic feet of content.
- (3) The cubical content shall be computed on the following basis: The cubic content of the actual space enclosed within the outer surfaces of the outside walls and contained between the outside roof and bottom of the first floor joist, or floor slab. Bays, oriels, dormers, chimneys, penthouses, enclosed porches are to be taken in full volume. The cubage shall not include a garage either attached or detached.

FIFTH: Approval of Plans.

The plans and locations of all buildings, structures, watertanks, walls, fences and other structures, including plans for major grading of lots, for planting, driveways and walks, must be approved in writing by the Quaker Valley Farms Association before beginning of any construction work thereon and any such plans as approved must be adhered to strictly.

SIXTH: Trees.

No more than three (3) trees six inches or more in diameter shall be removed or cut in a single year without the consent of the Quaker Valley Farms Association.

SEVENTH: Sewage.

Effluent and sanitary drainage from houses and other buildings incident thereto must be discharged into the Oakland County Sewer system or septic tanks and other sanitary devices into leaching wells or filtration beds and must be approved in writing by Quaker Valley Farms Association and the Oakland County Department of Water and Sewer.

EIGHTH: Signs.

No signs, posters, bill-boards or advertising of any sort shall be permitted on any re-sale lots or buildings thereon, except one "FOR SALE" sign no larger than three square feet.

NINTH: Easement.

No lot owner shall reserve or grant any easement or rights of way in, upon, under or over his lot for conduits, poles, driveways, pathways, or for any other purpose without the written consent of Quaker Valley Farms Association; except that an easement is retained by the Quaker Valley Farms Association for the benefit of all concerned upon the rear or side three feet of said lot; said easement to be for sewer purposes or other public utilities, which may be of benefit to this property or the owners thereof. Access to said premises for the purpose of installing, maintaining or repairing said utilities is retained.



TENTH: Garbage and Refuse.

Refuse, ashes, garbage and debris of any kind shall be cared for in such a manner as not to be a nuisance.

ELEVENTH: Building destroyed by fire.

Any building on any lot which may in whole or part be destroyed by fire must be rebuilt or all of the debris removed and the lot restored to a sightly condition in keeping with the other property within a reasonable time.

TWELFTH: Altering size of lots.

No lot shall be subdivided or in any respect reduced in size by any method whatsoever. Lots may be enlarged by the consolidation of two or more lots are developed as a unit all restrictions herein contained shall apply as to a single lot.

THIRTEENTH: Violations.

In case the said premises or any part thereof shall by the acts, consent or neglect of the Purchaser, his heirs or assigns cease to be used or maintained for the purposes herein contained, or to be used for any purposes inconsistent therewith, or if the restrictions are violated in any manner whatsoever, without the written consent of the Quaker Valley Farms Association, and said violations shall continue for six months after written notice by the Quaker Valley Farms Association, Quaker Valley Farms Association or their assigns, shall have the right to enter upon the above described land and to remove therefrom all objectionable structure or to evict from said premises any tenants or occupants of said premises occupying same in violation of these restrictions.

FOURTEENTH: Change in restrictions.

Any reasonable change, modification or addition to the within restrictions shall be considered by the Quaker Valley Farms Association and if so approved they will then be submitted in writing to the abutting lot owner, and if so consented to in writing shall be recorded and when so recorded shall be binding as to the original restrictions.

FIFTEENTH: Arbitration.

Before enforcement of any or all of the restrictions contained in this contract, in each restrictive clause in which the approval of Quaker Valley Farms Association or their assigns is required and in the event of a dispute arising between the Quaker Valley Farms Association and the Purchaser, their heirs or assigns, with reference to the interpretation of any of the restrictions contained in this contract, it is agreed by both parties hereto that any such dispute shall be submitted to an arbitration committee to be appointed, one member by the Purchaser, his heirs or assigns, one member by the Quaker Valley Farms Association, or their assigns, and those two to choose a third or umpire, and a majority decision of said arbitration board shall be accepted as final and binding upon the respective parties hereto. Purchaser to pay any cost in connection with said arbitration.

SIXTEENTH: governance. - ENTIRE NEW SECTION

The Quaker Valley Farms Association shall be the governing body for all parcels of land covered by this Deed. The Quaker Valley Farms Association shall have the express right to create and amend a Constitution governing appropriate land use of homeowners in whole or in part, provided they obtain the signatures of two-thirds of the owners of owners of lots in said subdivision. Any change shall be

submitted in writing and signed by two-thirds of the lot owners and shall be binding upon all homeowners in said subdivision. The Quaker Valley Farms Association shall have the express right to create and amend By-laws governing appropriate land use, appropriate maintenance, and operations of the Homeowners Association in whole or in part, provided they obtain the signatures of two-thirds of the owners of owners of lots present at any meeting during which a quorum is present as defined by the By-laws. The Quaker Valley Farms Association shall have the express right to assess and collect dues from homeowners, to assess and collect fines for infractions of By-laws, and to amend By-laws from time to time as needed, provided they obtain the signatures of two-thirds of the owners of owners of lots present at any meeting during which a quorum is present as defined by the By-laws. Any change shall be submitted in writing and signed by two-thirds of the lot owners and shall be binding upon all homeowners in said subdivision.

SEVENTEENTH:     period of restrictions.

The foregoing restrictions shall be covenants running with the land and shall be operative until January 1, 2010, at which time such restrictions shall be automatically extended for successive periods of ten years unless changed after January 1, 2002, in whole or in part by a vote of two-thirds of the owners of owners of lots in said subdivision. Any changes shall be submitted in writing and signed by two-thirds of the lot owners and shall be recorded in the Register of Deeds Office, Oakland County, Michigan, and when so recorded shall be come binding as the original restrictions on all lot owners in this subdivision.

Each restriction herein is intended to be severable and in the event that any one covenant is for any reason held void, it shall not affect the validity of the remaining covenants and restrictions.

If more than one joins in the execution hereof as Seller or Purchaser, or a corporation, the pronouns and relative words herein used shall read as if written in plural, or neuter respectively.

The covenants shall bind the heirs, assigns and successors of the respective parties.

# CONSTITUTION OF QUAKER VALLEY FARMS ASSOCIATION

## ARTICLE I – NAME

The name of this Association shall be the Quaker Valley Farms Association, Inc.

## ARTICLE II – AREA

The area of jurisdiction embraced in the activities of this Association shall comprise, and be limited to, all of the lands and property situated within the geographical boundaries of the following subdivisions recorded in Farmington Township (City of Farmington Hills), Oakland County, Michigan:

- 1 Quaker Valley Farms – A subdivision of part of the Southeast  $\frac{1}{4}$  of Section 16, T.1.N., R9 E., Farmington Township (City of Farmington Hills), Oakland County, Michigan.
- 2 Quaker Valley Farms Addition – A subdivision of part of the South  $\frac{1}{2}$  of Section 16, T.1.N., R9 E., Farmington Township (City of Farmington Hills), Oakland County, Michigan.
- 3 The 4 lots from Ramble Hills Subdivision, fronting Quaker Valley Road. Part of the Southeast  $\frac{1}{4}$  of Section 16, T.1. N., R9 E., Farmington Township (City of Farmington Hills), Oakland County, Michigan. (Added – 3/14/68)

## ARTICLE III – OBJECTIVES

The objects of this association shall be to promote and preserve the best interests of property owners in Quaker Valley Farms and Quaker Valley Farms Addition Subdivisions, both singly and collectively, by equitably and impartially enforcing existing restrictions; to promote better, more healthful, more congenial living conditions for all; to deal with issues concerning road maintenance, sanitation and drainage, blight; in general to do all those things necessary which will tend to make the area a better place in which to live.

## ARTICLE IV – MEMBERSHIP

§4.1: membership in the Association shall be limited to, and open to persons owning fee title or owning vendee's interest in a land contract, to one or more lots within the area.

§4.2: Where such title is owned jointly, then such joint title owners shall each be entitled to membership, provided however, that not more than two memberships may be secured for each lot.

§4.3: Regardless of the number of lots owned, no person shall be entitled to more than one membership.

## ARTICLE V – MEETINGS

An annual meeting of the members of the association shall be held in the first three (3) months of each year, the specific date to be determined by the President of the Association. Special meetings of the members may be held as provided in the By-Laws.

## ARTICLE VI – FISCAL YEAR

The fiscal year of the Association shall be the calendar year, from January 1 to December 31.

## ARTICLE VII – OFFICERS AND DIRECTORS

The officers of this Association shall be a President, a Vice-president, a Secretary, and a Treasurer, who shall also be members of the Board of Directors. The Board of Directors shall consist of the four officers and no less than three (3) and no more than four (4) additional directors. All officers and directors shall serve without remuneration.

## ARTICLE VIII – RULES OF ORDER

Robert's Rules of Order shall be the parliamentary authority governing matters of procedure.

## ARTICLE IX – AMENDMENTS

§9.1: This constitution may be amended at any meeting after 30 days' written notice of intention to amend is sent to all members, and upon an affirmative vote of two-thirds of the members present.

§9.2: By-Laws may be amended at any meeting after a 30 days' written notice of intention to amend is sent to all members, and upon an affirmative vote of the majority of those present.

# NOTICE OF VIOLATION

In response to a resident complaint, and in accordance with the by-laws of the Quaker Valley Farms Homeowners Association, the three (3) or more undersigned Officers and/or members of the Board of Directors hereby cite your property as being in violation of Article XI governing appropriate maintenance and upkeep of property in this subdivision. All homeowners are required to maintain their property appropriately in order to meet the Association's objective of keeping our properties in good repair and maintaining our property values. Attached to this notice you will find a copy of the specific section of the by-laws which is being applied in this instance.

The following violation must be corrected by the specified date listed below. Failure to comply will result in your account being assessed a \$50.00 fine. If your property has been cited twice this year for the same infraction, the second and subsequent fines will be \$100.00 each. You have the right to make a written appeal of this citation to the Board of Directors prior to the deadline date for compliance. Such appeal should be sent to the President at the address listed below. In the event that no appeal is received prior to the date of the deadline, you will automatically waive the right to an appeal. Should you waive your right to an appeal, and also fail to make the necessary maintenance and/or repairs by the given deadline, the Association may exercise its right to make the repairs itself without any further advance notice, and to assess your property for reimbursement of all related maintenance expenses upon completion of the repair work.

ADDRESS OF PROPERTY CITED \_\_\_\_\_

NAME OF OWNER \_\_\_\_\_ DATE \_\_\_\_\_

THE FOLLOWING INFRACTION MUST BE CORRECTED IN SEVEN (7) DAYS OR BY \_\_\_\_\_  
WHERE THE VIOLATION CONCERNS STRUCTURAL REPAIRS ON YOUR PROPERTY.

STRUCTURAL VIOLATION	LANDSCAPE VIOLATION
<input type="checkbox"/> Paint house / trim / siding / _____ located: _____ <input type="checkbox"/> Repair or replace rotten trim/siding located: _____ <input type="checkbox"/> Repair or replace broken windows/screens located: _____ <input type="checkbox"/> Other _____ _____ _____	<input type="checkbox"/> Mow lawn <input type="checkbox"/> Treat weeds located: _____ <input type="checkbox"/> Sod / seed / repair bare area located: _____ <input type="checkbox"/> Clean garbage and/or debris from yard <input type="checkbox"/> Trim trees obsructing street <input type="checkbox"/> Other _____ _____ _____

The following three (3) Officers or Members of the Board of Directors having inspected your property in regard to the above matter are in agreement that it is in violation of Article XI of the Quaker Valley Farms Association By-laws, and hereby affix their names to this Notice of Violation as required.

\_\_\_\_\_  
 NAME - ADDRESS - TITLE                      NAME - ADDRESS - TITLE                      NAME - ADDRESS - TITLE

INQUIRIES OR APPEALS MUST BE SENT PRIOR TO THE ABOVE DEADLINE TO:  
 Office of the President  
 Quaker Valley Farms Association  
 34555 Quaker Valley Road  
 Farmington Hills, MI 48331