

BYLAWS
OF
WEXFORD MEWS HOMEOWNERS ASSOCIATION

ARTICLE I
NAME AND LOCATION

The name of the Corporation is WEXFORD MEWS HOMEOWNERS ASSOCIATION (hereinafter referred to as the "Association"). The initial principal office of the Corporation shall be located at 21296 Hall Road, Mt. Clemens, Michigan 48044, but meetings of members and directors may be held at such places within the State of Michigan, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

As used in these By-Laws, the following terms shall have the following meanings:

Section 1. "Association" shall mean and refer to the Wexford Mews Homeowners Association, a Michigan nonprofit corporation, its successors and assigns.

Section 2. "Property" shall mean and refer to certain real property situated in the City of Wixom, Oakland County, Michigan, which is more particularly described as follows, and such additions thereto as may hereafter be brought within the jurisdiction of the Association:

Lots 1 through 101, inclusive, of Wexford Mews Subdivision No. 1, together with the common areas according to the Plat thereof as recorded in Liber 212 of Plats, Pages 4 through 8, inclusive, Oakland County Records.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners described as follows:

The 10.6 acre parcel designated as Open Space (Well Space) on the Plat of the Property; any monuments, signage and easements connected therewith; any other real property acquired by the Association; and any property described as Common Areas on the plat of any subdivision which is hereafter annexed to the Property and for which the Association shall be responsible.

Section 4. "Lots" shall mean and refer to Lots 1 through 101 inclusive of Wexford Mews Subdivision No. 1 and such additional

lots as may hereafter be brought within the jurisdiction of the Association.

Section 5. "Owner" shall mean and refer to the recorded owner (whether one or more persons or entities) of the 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.

Section 6. "Declarant" shall mean and refer to Wexford Mews Development Corporation, a Michigan corporation, its successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants and Restrictions applicable to the Property as recorded in Liber 11380, Page 193, Oakland County Records, as amended.

Section 8. "Member" shall mean and refer to those persons entitled to membership in the Association according to the Declaration, Articles of Incorporation and these By-Laws.

Section 9. "Director" shall mean Volunteer Director as defined in Section 110 of the Michigan Nonprofit Corporation Act (currently, MCLA §450.2110).

ARTICLE III
CORPORATE PURPOSE

The Association is organized for the purpose of acquiring title to, owning, managing, operating, improving and maintaining the Common Area for the benefit of the Members and Property, and to protect and promote the general health, safety and welfare of the Members, as set forth herein and in the Declaration and the Articles of Incorporation of the Association.

ARTICLE IV
PROPERTY RIGHTS IN COMMON AREAS

Section 1. Members Easement of Enjoyment Subject to the terms and conditions of the Declaration and these By-Laws, every member shall have a right and easement of enjoyment in and to the Common Areas, which easement of enjoyment shall be appurtenant to and shall pass and run with the title to any Lot whether or not specifically set forth in the instrument of conveyance.

Section 2. Extent of Members Easements The rights and easements of enjoyment of the Members in and to the Common Areas are, and shall be, subject to the following:

- (a) the rules and regulations of the Association;
- (b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common areas;
- (c) the right of the Association to suspend the voting and Common Area enjoyment rights of any Member for any period during which any assessment against such Member's Lot remains delinquent and unpaid, and for a period, not-to-exceed sixty (60) days, for any infraction by such Member of the published rules and regulations of the Association;
- (d) the right of the Declarant and/or Association to grant additional easements affecting the Common Areas to government agencies, and others, for purposes of enjoyment and for utilities of any kind serving the Property or any part thereof;
- (e) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency or authority for such purposes, and subject to such conditions as may have been agreed upon by the Members; provided that no such dedication or transfer, or determination as to the conditions thereof, shall be effective unless an instrument signed by two-thirds (2/3) of the Members shall have been recorded, consenting to such dedication or transfer, and as to the conditions thereof; and, provided further, that no such dedication or transfer, or determination as to the conditions thereof, shall be effective unless consent thereto by the City shall have first been obtained; and
- (f) the right of the Association to levy assessments upon the Lots, as set forth in Article XVII hereof.

Section 3. Delegation Of Use Any Owner may delegate his right of enjoyment in and to the Common Areas to the Members of his family and/or his occupants and permittees.

Section 4. Additional Easements Declarant reserves the right to grant additional easements affecting the Common Areas to government agencies, and others, for enjoyment purposes and for utilities of any kind serving the Property, or any part thereof, without the consent of the Association or any Member.

ARTICLE V
MEETING OF MEMBERS

Section 1. Annual Meetings The first annual meeting of the Members shall be held as soon as reasonably possible after the date that eighty percent (80%) of the Lots in the Subdivision have been sold to Owners other than the Declarant or its Builder/Purchasers; and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday.

Section 2. Special Meetings Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of one-tenth (1/10) of the Association 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 such notice, postage prepaid, at least 15 days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Each Member shall register his address with the Secretary and Notices of Meetings shall be mailed to such address. Such Notice shall specify the place, day and hour of the meeting, and in the case of a Special Meeting, the purpose of the meeting. If the business of any meeting shall involve any change in the basis or maximum amount of assessments set forth in Article V of the Declaration to which the Property is subject or any special assessments therein authorized, notice of such meeting shall be given or sent as therein provided.

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, the Declaration, or these Bylaws.

If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote there at shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE VI DIRECTORS

Section 1. Number The affairs of this Association shall be managed by a Board of Directors (hereinafter "Board") who need not be Members of the Association. Prior to the first annual meeting of the Members of the Association, the Board shall number three (3) Directors who shall hold office until the first annual meeting. After the first annual meeting, the Board shall number no fewer than five (5) and no more than fifteen (15) Directors.

Section 2. Term of Office At the first annual meeting the Members shall elect five (5) Directors for a term of one (1) year, and up to five (5) Directors for a term of two (2) years, and at annual meetings thereafter, the Members shall elect up to five (5) Directors for a term of three (3) years.

Section 3. Removal Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. Any director may be removed with cause by a majority vote of the directors then in office. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his or her predecessor.

Section 4. Vacancies Vacancies in the Board shall be filled by the majority of the remaining Directors though less than a quorum, any such appointed Director shall hold office until his successor is elected by the Members, who may make 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 any service rendered to the Association. However, any Director may be reimbursed for the actual expenses incurred in the performance of his or her duties.

Section 6. Action 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 consent of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors provided such consents are filed with the Secretary of the corporation.

ARTICLE VII
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination Nomination for election to the Board of Directors shall be made by a Nominating Committee. 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 Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next 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. Such nominations may be made from among Members or nonmembers.

Section 2. Election Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, one (1) vote per Lot owned. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

ARTICLE VIII
DIRECTOR'S MEETINGS

Section 1. Regular Meetings Regular meetings of the Board of Directors shall be held annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

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

Section 3. Action Without Meeting Any action required or permitted to be taken at an annual or special meeting of the

Directors of the Association may be taken without a meeting, without prior notice, and without a vote, if a consent in writing, setting forth the action so taken, is signed by the Directors having not less than the minimum number of votes that would be necessary to authorize or take action at a meeting at which all Directors entitled to vote thereon were present and voting. Such written consents shall be filed with the Secretary of the Association. Prompt notice of the taking of corporate action without a meeting, by less than unanimous written consent, shall be given to all Directors and Members who have not consented thereto in writing.

Section 4. Participation By Conference Telephone A Director may participate in a meeting of the Board of Directors by conference telephone or similar communications equipment by which all persons participating may hear each other if all participants are advised of the communications equipment and the names of all participants in the conference are divulged to all participants. Participation in a meeting pursuant to this section constitutes presence in person at the meeting.

Section 5. Quorum A majority of the members of the Board of Directors then in office shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE IX
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) Promulgate, adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the Members and their guests thereon, and to establish reasonable penalties for the infraction thereof.

(b) Suspend the voting rights and right to use of the Common Areas and recreational facilities, as they may exist, of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days for infraction of the published rules and regulations.

(c) Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;

(d) Declare the office of a member of the board of Directors to be vacant in the event such member shall be absent from three consecutive regular meetings of the Board of Directors;

(e) Elect, appoint and/or employ a manager, independent contractor(s), professional contractor(s) for maintenance, or such other employee(s) as they may deem necessary or appropriate, and to prescribe their duties, to fix their compensation and indemnify corporate officers, directors, agents and employees; and

(f) Purchase, receive, take by grant, gift, devise, bequest or otherwise acquire, own, hold improve, employ, and use real or personal property or an interest therein for the benefit of the Members and the Association;

(g) Purchase equipment for the benefit of, and make improvements in and upon, the Common Area;

(h) Make contracts and incur liabilities when such activities are determined to be in the best interests of the Association and the Members; and

(i) Engage in activities to promote the general health, safety and welfare of the Members; and

(j) Exercise all powers necessary or convenient to effect any purpose for which the Association is formed.

Section 2. Duties It shall be the duty of the Board of Directors, commencing as of the date of incorporation of the Association, to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members 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 and employees of this Association, and see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; and

(2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or thereof to bring an action at law against the Owner personally obligated to pay the same.

(d) Issue, or cause an appropriate officer to issue, upon demand by any person a certificate setting forth whether or not any assessment has been paid and the amount(s) thereof. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate 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) To exercise for the Association all powers, duties and authority vested in or delegated to the Association.

ARTICLE X OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices The officers of the Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

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 he or she shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments The Board may elect such other officers as the affairs of the Association may require, each of

whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

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

Section 6. Vacancies A vacancy in any office may be filled by appointment of a majority vote of the Directors then in office. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

Section 7. Officers Holding More Than One Office An individual may hold one (1) or more positions simultaneously as an officer of the Association, except that the same individual may not hold the offices of President and Vice President simultaneously.

Section 8. Duties The duties of the officers commencing as of the first annual meeting of members of the Association shall be:

(a) 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, deeds, mortgages and other written instruments and may sign all checks and promissory notes.

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

(c) Secretary. The Secretary shall record the votes and keep the Minutes of all Meetings and proceedings of the Board and of the members; maintain all books and records of the Association; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members as required by these By-Laws, the Articles of Incorporation and/or the Michigan Non-Profit Corporation Act, as amended; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall 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; may sign all checks and promissory notes of the Association, keep proper books of account; and shall prepare an annual budget and a statement at its regular annual meeting and deliver a copy of each to the Members.

ARTICLE XI
COMMITTEES

The Association shall appoint a Nominating committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint such other committees as are deemed appropriate in carrying out its purpose. The Board of Directors may delegate such duties and authority to such committee(s) as is not inconsistent with and/or prohibited by the Michigan Non-Profit Corporation Act, as amended.

ARTICLE XII
ELIMINATION AND ASSUMPTION OF CERTAIN LIABILITY OF
DIRECTORS OF 501(c)(3) CORPORATION

A Director of the Association shall not be personally liable to the Association or its Members for monetary damages for breach of the Director's fiduciary duty, except for liability:

- (1) For any breach of the Director's duty of loyalty to the Association or its shareholders or members;
- (2) For acts or omissions not in good faith or that involve intentional misconduct or knowing violation of law;
- (3) For a violation of Section 551(1) of the Michigan Nonprofit Corporation Act;
- (4) For any transaction from which the Director derived an improper personal benefit;
- (5) For any acts or omissions occurring before the date this Article is filed by the Michigan Department of Commerce; and
- (6) For any acts or omissions that are grossly negligent.

The Association hereby assumes all liability to any person other than the Association or its Members for all acts or omissions of a Director occurring on or after the date this Article is filed by

the Michigan Department of Commerce, incurred in the good faith performance of the Director's duties as a Director; provided, however, that the Association shall not be considered to have assumed any liability to the extent such assumption is inconsistent with the status of the Association as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, or comparable provisions of subsequent legislation (the "Code").

If the Michigan Nonprofit Corporation Act is hereafter amended to authorize the further elimination or limitation of the liability of Directors of nonprofit corporations, then the liability of a Director of the Association (in addition to the limitation, elimination and assumption of personal liability contained in this Article) shall be assumed by the Association or eliminated or limited to the fullest extent permitted by the Michigan Nonprofit Corporation Act as so amended, except to the extent such limitation, elimination or assumption of liability is inconsistent with the status of the Corporation as an organization described in Section 501(c)(3) of the Code.

No amendment or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any Director of the Association for or with respect to any acts or omissions of such Director occurring prior to the effective date of any such amendment or repeal.

ARTICLE XIII
INDEMNIFICATION OF DIRECTORS AND OFFICERS

Provided such indemnification does not violate the status of the Association as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, or comparable provisions of subsequent legislation, each person who is or was an officer of the Association or a member of the Board of Directors, and each person who serves or has served at the request of the Association as a officer, trustee, employee, agent or committee member of any other corporation, partnership, joint venture, trust or other enterprise shall be indemnified by the Association to the fullest extent permitted by the corporation laws of the State of Michigan as they may be in effect from time to time. The Association may purchase and maintain insurance on behalf of any such person in any such capacity or arising out of his or her status as such, whether or not the Association would have power to indemnify him or her against such liability under the laws of the State of Michigan. This right of indemnification shall continue as to a person who ceases to be a Director or officer, and shall inure to the benefit of the heirs, executors, and administrators of that person.

ARTICLE XIV
CONTRACTS OR TRANSACTIONS WITH ANOTHER CORPORATION
WITH COMMON DIRECTORSHIP, OFFICERSHIP OR INTEREST

A contract or other transaction between the Association and one (1) or more of its Directors or officers, or between the Association and a business entity in which one (1) or more of its directors or officers are officers or directors of the Association, or are otherwise interested, shall not be void or voidable solely because of such common directorship, officership or interest, or solely because such directors are present at the meeting of the board or committee thereof which authorizes or approves the contract or transaction, or solely because their votes are counted for such purpose, if any of the following conditions is satisfied:

1. The contract or other transaction is fair and reasonable to the Association when it is authorized, approved or ratified.

2. The material facts as to the director's or officer's relationship or interest and as to the contract or transaction are disclosed or known to the Board and the Board authorizes, approves or ratifies the contract or transaction by a vote sufficient for the purpose without counting the vote of any common or interested director.

3. The material facts as to the director's or officer's relationship or interest and as to the contract or transaction are disclosed or known to the members, and the members authorize, approve or ratify the contract or transaction.

ARTICLE XV
BOOKS AND RECORDS

The books records and papers of the Association shall at all times during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost. Upon the written request of any member, the Association shall mail to such member its balance sheet as at the end of the preceding fiscal year, its statement of income for such fiscal year, and, if prepared, its statement of source and application of funds for such fiscal year.

ARTICLE XVI
PROXIES

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

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 his Lot.

ARTICLE XVII
ASSESSMENTS

Section 1. Creation of the Lien And Personal Obligation Of Assessments The Declarant, for each Lot within the Subdivision owned by Declarant, hereby covenants and agrees, and each Owner of any Lot, by acceptance of a deed, land contract or other conveyance thereto, whether or not it shall be so expressed in any such deed, land contract or other conveyance, shall be deemed to have covenanted and agreed to pay to the Association, annual and special assessments and/or charges, established and to be collected as provided in the Declaration. Such assessments, together with interest thereon, at the highest rate permitted by law, and the costs of collection thereof, including reasonable attorneys' fees, shall be a lien upon the land against which they are made and shall also be the personal obligation of each person who was an Owner of such Lot at the time the assessment became due and payable. The personal obligation of any Owner for any delinquent assessment shall not pass to any successor in title of such Owner unless expressly assumed by such successor.

Section 2. Functions Of The Association The Association shall be responsible for the improvement, maintenance, repair and replacement of the Common Areas (including the private roadway located thereon, if any), storm water retention ponds, emergency access easement, and all lighting, pumping equipment, gates, subdivision boundary fences, slopes, berms, vegetation screening, screening fences, and/or other equipment and facilities located thereon or used in connection therewith, and all charges for electricity and/or other energy charges incurred in connection with any of the foregoing. Notwithstanding the foregoing, it shall be the responsibility of each Lot Owner to landscape and maintain any portion of the Common Area lying between the Owner's front and/or side Lot lines and the curb. In addition, the Owners of those Lots abutting the emergency access easements and storm water retention pond easements shall be responsible for the cutting of the grass and other normal landscaping maintenance within such areas, but

shall not be responsible for any unusual or extraordinary maintenance such as removal of aquatic foliage, repair of berms and/or repair of any damage caused by the use of such easements, all of which shall be the responsibility of the Association.

Section 3. Annual Assessments The annual assessments levied under this Article shall be used by the Association for the purpose of (a) promoting the health, welfare and safety of the residents living in the Subdivision, (b) for the improvement and maintenance of the Common Areas, storm water retention pond easements and emergency access easements, all lighting, pumping equipment, gates, subdivision boundary fences and/or other equipment located thereon or used in connection therewith, and all charges for electricity and/or other energy charges incurred by the Association in connection with any of the foregoing; (c) providing of services and facilities for the benefit of such residents; (d) maintaining, beautifying and improving the streets, rights of way and entryways within the Subdivision and maintaining adequate lighting of streets, and (e) payment of any taxes, insurance premiums and mortgage installments relating to the Common Areas and improvements thereon. Funds expended for the maintenance of public streets, if any, and the lighting thereof shall supplement such services as may be provided by the Oakland County Road Commission, the City of Wixom, or any other public authority. The Association shall use such assessments for the repair, replacement and additions to any facilities and/or equipment located on the Common Areas, as well as for the cost of labor, equipment, materials, management and the supervision thereof. All such assessments, except those chargeable to a specific Lot or Lots pursuant to subsection (d) below, shall be in the same amount for all Lots in the Subdivision, and in the Proposed Subdivision in the event same is developed and platted.

(a) The Board shall in each year levy an assessment of a specified number of dollars per Lot.

(b) At any time during the year in which a possessory interest in the first Lot is conveyed either by warranty deed, land contract or otherwise, and on January 1 of each year thereafter the Board shall send a written statement to each Lot Owner stating the amount of the assessment for the ensuing year. Each Lot Owner shall pay such statement within thirty (30) days after it has been sent. Assessments not paid within such thirty day period shall be deemed delinquent and interest shall accrue on delinquent assessments at the rate of seven (7%) percent per annum.

Section 4. Special Assessments. In addition to the assessments authorized above, the Association may levy a special assessment to be spread over not in excess of five equal successive annual payments for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of any

improvements on the Common Areas, including any pavement, fixtures, equipment and other personal property relating thereto, provided, however, that no such special assessments shall be levied unless first approved by two-thirds of the total votes cast in person or by proxy at a meeting of the Association Members duly called for that purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance of the meeting and which shall set forth the purpose of the meeting.

(a) Any such special assessment or any installment thereof currently due shall be added to the annual statement to be sent to each Lot Owner and shall be due and payable at the same time as the annual assessment and shall become delinquent and accrue interest the same as such annual assessment.

(b) Any special assessment levied under this Section shall be levied against each Lot and shall be a charge of a specified number of dollars and cents for each Lot.

(c) The quorum required for any meeting at which a special assessment is approved as permitted by this Section shall be, at the first meeting called for such purpose, at least sixty (60%) percent of all of the then authorized votes present either in person or by proxy. If the required quorum is not present at the first meeting called for the purpose of considering the spreading of a special assessment, another meeting may be called for the purpose, with notice thereof to be given as provided for in this Section and the required quorum at any such subsequent meeting shall be two-thirds of the requirement amounts for the first meeting, provided that such second meeting shall be held no more than sixty (60) days subsequent to the holding of the first meeting.

(d) In addition to the assessments authorized by the above sections of this Article, the Association may levy a special assessment against any Lot or Lots, for the purpose of maintaining the exterior of any structure located thereon, for maintaining and caring for the surface thereof and any plantings or other vegetation located thereon. A special assessment for such purposes shall not be levied except in compliance with the following:

(i) The Association shall determine that the maintenance and appearance of a Lot or Lots detracts from the appearance and attractiveness of the Subdivision and the buildings and other improvements located thereon. Such determination shall be made by a vote of the members as required for a Special Assessment for Capital Improvements and subject to the quorum requirements specified herein.

(ii) A written notice of that determination specifying exactly what in the opinion of the Association must be done in order to rectify the unsatisfactory condition has been delivered to the Lot Owner of the offending Lot. Association representatives designated by the Board shall have the right to enter on any Lot to more accurately determine how any unsatisfactory condition may be best remedied.

(iii) The Lot Owner receiving such notice shall be given a period of thirty (30) days after the receipt thereof to commence the required work.

(iv) If the Lot Owner has not commenced the required work within said thirty day period or if having commenced such work it is not completed within a reasonable period of time after commencement, the Association shall have the right to go upon the Lot Owner's premises, complete the required work and assess the cost thereof against such premises, provided, however, such cost shall not exceed the reasonable cost for performing such work.

(v) Any assessment levied under this Section shall be due and payable thirty (30) days after the Lot Owner has been rendered a statement therefor.

ARTICLE XVIII CORPORATE SEAL

The Association may have a seal in circular form having written in its circumference the words: WEXFORD MEWS HOMEOWNERS ASSOCIATION.

ARTICLE XIX AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of the members of the Association in good standing.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**Wexford Mews
Homeowners Association**

P.O. Box 123

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
AND LIENS

WEXFORD MEWS SUBDIVISION

City of Wixom, Oakland County, Michigan

This Declaration made this _____ day of _____, 1989, by WEXFORD MEWS DEVELOPMENT CORPORATION, a Michigan corporation, whose address is 32270 Telegraph Road, Suite 200, Birmingham, Michigan 48010 (hereinafter referred to as "Declarant").

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain real property known as Wexford Mews Subdivision located in the City of Wixom, Oakland County, State of Michigan, and more particularly described in Exhibit A attached hereto, and incorporated herein by reference (the "Subdivision"); and

WHEREAS, the Subdivision has been platted in accordance with a plat recorded in Liber _____ of Plats, Page _____, Oakland County Records; and

WHEREAS, Declarant desires to impose upon the Subdivision (but not any property outside of the Subdivision, whether or not owned by Declarant) covenants, conditions and restrictions in order to insure the most beneficial development of the Subdivision as a single family residential area, to prevent any use thereof which might tend to diminish its valuable or pleasurable enjoyment, and to assure the harmony, attractiveness and utility thereof; to provide for Lot Owners in the Subdivision to bear certain expenses; and to impose other rights and obligations as set forth below; and

WHEREAS, Declarant will cause a non-profit corporation to be created under the laws of the State of Michigan for the purpose of exercising the powers and functions herein described;

NOW, THEREFORE, Declarant hereby declares that the Subdivision and each and every lot therein shall be held, sold, transferred or conveyed subject to the following covenants, conditions and restrictions, which shall run with the Subdivision land and each and every lot therein and shall be binding upon and inure to the benefit of all parties having any right, title or interest in the Subdivision or any part thereof, their heirs, successors and assigns.

ARTICLE I

DEFINITIONS

As used in this Declaration, the following terms shall have the following meanings:

A. "Association" shall mean the Michigan nonprofit corporation formed for the purpose of exercising the powers and functions herein described, but shall be deemed to include Declarant for the period prior to the delegation of Declarant's authority pursuant to Article X hereof.

B. "Board" shall mean the Board of Directors of the Association.

C. "Common Areas" shall mean all of the land located within the Subdivision and neither dedicated to the public nor incorporated in any lot.

D. "Declarant" shall mean Wexford Mews Development Corporation, a Michigan corporation, or any successor or assign of Wexford Mews Development Corporation in and to those lots which have not been conveyed to individual lot owners for the purpose of constructing a dwelling thereon, provided, however, that such successor or assign shall only be deemed to be the Declarant hereunder if Wexford Mews Development Corporation specifically designates, in writing, that such successor or assign is to be the Declarant hereunder and such designation is recorded in the Office of the Register of Deeds in Oakland County, Michigan.

E. "Dwelling" shall mean a single family residential dwelling.

F. "Lot" shall mean any lot within the Subdivision as such Lots are set forth in the Plat of the Subdivision.

G. "Lot Owner" shall mean the holder of record title to, or the land contract purchaser of, a Lot.

H. "Member" shall mean a member of the Association.

I. "Structure" shall mean any building, driveway, parking area, structure, dwelling, garage, shed, outbuilding, fence, wall, gazebo, hedge, in-ground swimming pool, swimming pool enclosure, bath house, or any other improvement of a permanent or substantial nature.

J. "Subdivision" shall mean the real property described in Exhibit "A" attached hereto and made a part hereof.

ARTICLE II

DELEGATION OF AUTHORITY TO OWNERS' ASSOCIATION

At such time as all of the Lots in the Subdivision are sold by Declarant and Dwellings are erected thereon, or at such earlier time as Declarant may elect in its sole discretion, Declarant shall assign, transfer and delegate to the Wexford Mews Subdivision Owner's Association, all of its rights as set forth in this Declaration, including all rights of approval and enforcement as set forth herein. From and after the date of such assignment, delegation or transfer, the Association shall exercise all of the authority and discretion granted to Declarant in this Declaration, and Declarant shall have no further responsibilities with respect to such matters.

ARTICLE III

RIGHTS IN COMMON AREAS

A. Every Lot Owner shall have a right to and an easement of enjoyment in the Common Areas and such right and easement shall be appurtenant to and shall pass with the title to any Lot, subject to the following conditions:

1. The right of Declarant, or the Board of Directors of the Association to establish such rules and regulations as it may deem necessary or desirable for the safe, orderly and convenient operation and use of the Common Areas and any improvements, equipment or facilities, if any, located thereon.

2. The right of the Declarant to grant such public utility easements (including easements for cable television) over or through the Common Areas as it may, in its sole judgment, deem desirable for the purpose of providing benefits and services to the Subdivision.

B. Any Lot Owner may delegate, in accordance with the rules and regulations promulgated by the Declarant and/or Association, the right to use and enjoy the Common Areas to those persons actually occupying a dwelling located on the Member's Lot.

C. At any time after the Association has been formed and organized, Declarant may convey title to the Common Areas to the Association. In any event, the Declarant shall convey all of the Common Areas to the Association within sixty (60) days after Declarant has conveyed the title to all of the Lots in the Subdivision.

D. The Common Areas shall be retained as open areas subject to the creation of easements and/or the construction of roadways or other facilities for the benefit of the Lot Owners. No residential structures shall be erected on such Common Areas.

ARTICLE IV

ASSOCIATION MEMBERSHIP, VOTING RIGHTS AND GOVERNANCE

A. Every person who is an Owner (as herein defined) shall automatically be a Member of the Association, provided that any person who holds title merely as security for the performance of an obligation shall not be eligible for membership.

B. Each Member shall be entitled to one vote for each Lot owned by him or being purchased by the Member on land contract. If more than one person holds such interest in any one Lot, the Lot shall be entitled to one vote to be exercised in such manner as the Owners may agree upon.

C. The Association shall be governed by a board of directors and officers, all of whom must be Lot Owners, in accordance with its Articles of Incorporation and Bylaws.

ARTICLE V

COVENANTS FOR MAINTENANCE AND CAPITAL CHARGES

A. The Association shall be responsible for the improvement, maintenance, repair and replacement of the Common Areas (including the private roadway located thereon, if any), storm water retention ponds, emergency access easement, and all lighting, pumping equipment, gates, subdivision boundary fences, slopes, berms, vegetation screening, screening fences, and/or other equipment and facilities located thereon or used in connection therewith, and all charges for electricity and/or other energy charges incurred in connection with any of the foregoing. Notwithstanding the foregoing, it shall be the responsibility of each Lot Owner to landscape and maintain any portion of the Common Area lying between the Owner's front and/or side Lot lines and the curb. In addition, the Owners of those Lots abutting the emergency access easements and storm water retention pond easements shall be responsible for the cutting of grass and other normal landscaping maintenance within such areas, but shall not be responsible for any unusual or extraordinary maintenance such as removal of aquatic foliage, repair of berms and/or repair of any damage caused by the use of such easements, all of which shall be the responsibility of the Association.

B. Each Owner of any Lot, by accepting a conveyance of such Lot within the Subdivision or entering into a contract for the purchase of such Lot, whether or not such fact shall be so expressed in such contract or conveyance, shall be deemed to covenant and agree to pay to the Association (1) annual assessments to meet regular Association expenses and (2) special assessments for capital improvements, and (3) special assessments for maintenance of Owner's premises, such assessments to be fixed as herein provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided for, shall be a lien on the land against which they are made. Each such assessment, together with such interest therein and the cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of the property at the time when the assessment was made.

C. The annual assessments levied under this Article shall be used by the Association for the purpose of (a) promoting the health, welfare and safety of the residents living in the Subdivision, (b) for the improvement and maintenance of the Common Areas, storm water retention pond easements and emergency access easements, all lighting, pumping equipment, gates, subdivision boundary fences and/or other equipment located thereon or used in connection therewith, and all charges for electricity and/or other energy charges incurred by the Association in connection with any of the foregoing; (c) providing of services and facilities for the benefit of such residents; (d) maintaining, beautifying and improving the streets, rights of way and entryways within the Subdivision and maintaining adequate lighting of streets, and (e) payment of any taxes, insurance premiums and mortgage installments relating to the Common Areas and improvements thereon. Funds expended for the maintenance of public streets, if any, and the lighting thereof shall supplement such services as may be provided by the Oakland County Road Commission, The City of Wixom, or any other public authority. The Association shall use such assessments for the repair, replacement and additions to any facilities and/or equipment located on the Common Areas, as well as for the cost of labor, equipment, materials, management and the supervision thereof. All such assessments, except those chargeable to a specific Lot or Lots pursuant to paragraph E below, shall be in the same amount for all Lots in the Subdivision.

1. The Board shall in each year levy an assessment of a specified number of dollars per Lot.

2. At any time during the year in which a possessory interest in the first Lot is conveyed either by warranty deed, land contract or otherwise, and on January 1 of each year thereafter the Board shall send a written statement to each Owner stating the amount of the assessment for the ensuing year. Each Owner shall

pay such statement within thirty (30) days after it has been sent. Assessments not paid within such thirty day period shall be deemed delinquent and interest shall accrue on delinquent assessments at the rate of seven percent (7%) per annum.

D. In addition to the assessments authorized by Paragraph C of this Article, the Association may levy a special assessment to be spread over not in excess of five equal successive annual payments for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of any improvements on the Common Areas, including any pavement, fixtures, equipment and other personal property relating thereto, provided, however, that no such special assessments shall be levied unless first approved by two-thirds of the total votes cast in person or by proxy at a meeting of the Association Members duly called for that purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance of the meeting and which shall set forth the purpose of the meeting.

1. Any such special assessment or any installment thereof currently due shall be added to the annual statement to be sent to each Owner pursuant to Section 2 of this Article and shall be due and payable at the same time as the annual assessment and shall become delinquent and accrue interest the same as such annual assessment.

2. Any special assessment levied under this Section shall be levied against each Lot and shall be a charge of a specified number of dollars and cents for each Lot.

3. The quorum required for any meeting at which a special assessment is approved as permitted by this Section shall be, at the first meeting called for such purpose, at least sixty percent (60%) of all of the then authorized votes present either in person or by proxy. If the required quorum is not present at the first meeting called for the purpose of considering the spreading of a special assessment, another meeting may be called for the purpose, with notice thereof to be given as provided for in this Section and the required quorum at any such subsequent meeting shall be two-thirds of the required amounts for the first meeting, provided that such second meeting shall be held no more than sixty (60) days subsequent to the holding of the first meeting.

E. In addition to the assessments authorized by the above sections of this Article, the Association may levy a special assessment against any Lot or Lots, for the purpose of maintaining the exterior of any structure located thereon, for maintaining and caring for the surface thereof and any plantings or other vegetation located thereon. A special assessment for such purposes shall not be levied except in compliance with the following:

1. The Association shall determine that the maintenance and appearance of a Lot or Lots detracts from the appearance and attractiveness of the Subdivision and the buildings and other improvements located thereon. Such determination shall be made by a vote of the members as required for a Special Assessment for Capital Improvements in Section 3 of this Article and subject to the quorum requirements specified in Section 4 C of this Article.

2. A written notice of that determination specifying exactly what in the opinion of the Association must be done in order to rectify the unsatisfactory condition has been delivered to the Owner of the offending Lot. Association representatives designated by the Board shall have the right to enter on any Lot to more accurately determine how any unsatisfactory condition may be best remedied.

3. The Owner receiving such notice shall be given a period of thirty (30) days after the receipt thereof to commence the required work.

4. If the Owner has not commenced the required work within said thirty day period or if having commenced such work it is not completed within a reasonable period of time after commencement, the Association shall have the right to go upon Owner's premises, complete the required work and assess the cost thereof against such premises, provided, however, such cost shall not exceed the reasonable cost for performing such work.

5. Any assessment levied under this Section 4 shall be due and payable thirty (30) days after the Owner has been rendered a statement therefor.

F. Upon the written request of any Owner, the Association shall furnish, within a reasonable time, a written certificate regarding the status of any assessments levied against such Owner's property. Any such certificate, when properly issued by the Association, shall be conclusive and binding with regard to the status of any assessment as between the Association and any bona fide purchaser of the property described in the certificate and any lender who has taken a lien on said property as security for the repayment of a loan.

G. The lien for assessments provided for in this Article shall be subordinate to the lien of any mortgage or mortgages held by any bank, savings and loan association, insurance company, mortgage company or other similar institution. Sale or transfer of a parcel of land shall not affect the assessment lien. However, the sale or transfer of any Lot subject to assessment pursuant to a judgment of foreclosure of a mortgage shall extinguish any lien for assessments as to payments thereof which became due prior to

such sale or transfer. No such sale or transfer pursuant to foreclosure judgment shall relieve any Lot from any assessments thereafter levied or from the lien accruing from such assessments.

H. If any assessment shall not be paid within ninety (90) days after receipt of a statement therefor, the Association, in addition to its right to sue the Owner and obtain a personal judgment against him, may enforce the lien in the Circuit Court for Oakland County, Michigan, in the same manner and by following similar procedures as in the case of mortgages, including the allowance of such costs as would be taxable in the foreclosure of a mortgage.

I. Prior to Declarant's delegation of authority to the Association pursuant to Article X of this Agreement, Declarant shall have the right to assess fees or other charges against every Lot in the Subdivision in amounts reasonably sufficient to defray the costs of architectural control activities and other maintenance obligations imposed on the Association hereby to the extent performed by Declarant. Such fees or other charges shall be levied on such basis as Declarant deems reasonable, but not more often than monthly.

1. In addition to the foregoing, at the time of sale or other conveyance of any Lot, Declarant shall have the right to collect an amount equal to the projected fees and other charges for the first full year following the date of such sale or conveyance, as such amount is projected by Declarant.

2. Neither Declarant nor any member of the Association shall be compensated from such fees or other charges for the time expended in Association activities. As and when Declarant or the Association determines that the amount collected exceeds the anticipated costs of the future Association activities, any excess funds shall be delivered or credited to the Lot Owners on a prorata basis. Any excess funds collected by Declarant under this Paragraph I and not expended by Declarant shall be delivered to the Association at the time Declarant delegates all of its rights hereunder to the Association pursuant to Article X.

ARTICLE VI

APPROVAL OF STRUCTURE

A. No Structure may be erected, installed, or placed upon any Lot unless the Lot Owner of such Lot has submitted the following documentation to Declarant and Declarant has approved all of such documentation in writing:

1. Construction and architectural plans including dimensioned floor plans, typical sections and all elevations for all Structures to be constructed upon the Lot; and

2. Specifications for each Structure setting forth the type and quality of all materials and workmanship.

B. A Lot Owner shall submit one (1) copy of the aforescribed documents to Declarant. Provided, that if Declarant is the owner of any Lot at the time the Structure(s) is erected thereon, Declarant shall not be obligated to submit any of the foregoing documents.

C. Declarant intends and desires that all Structures within the Subdivision be architecturally harmonious and architecturally pleasing and that the design and location of such structures take into account the preservation of trees and the natural environment of the Subdivision. In order to insure that such goals are accomplished, Declarant shall, in Declarant's sole discretion, have the right to approve or disapprove the appearance, construction, materials, proposed location, design, specifications or any other attribute of any Structure.

D. A Lot Owner may only construct, install or place upon a Lot those Structures which have been approved in writing by Declarant in the manner set forth herein.

E. Upon the delegation of Declarant's authority hereunder to the Association pursuant to Article II hereof, the Association shall appoint an Architectural Control Committee consisting of not less than three (3) and not more than five (5) members, all of whom shall be Lot Owners, to perform the architectural control functions pursuant to this Article V.

F. The aforescribed documents shall be reviewed by the Declarant or the Association, as the case may be, and the Lot Owner shall be notified in writing of the approval or disapproval of such documents. If the Declarant and/or Association fails to approve such documents within a period of thirty (30) days, such documents shall be deemed disapproved.

ARTICLE VII

BUILDING RESTRICTIONS

A. The restrictions, conditions, and requirements set forth herein shall apply to each and every Lot. No Structure shall be constructed, installed, or placed on any Lot in violation of the following restrictions, conditions and requirements, unless

approved in writing by Declarant (or the Architectural Control Committee, if in existence) in accordance with Article II hereof.

B. Except as otherwise permitted herein, no Structure may be constructed, installed or placed upon a Lot except for One (1) detached Dwelling which shall not exceed two and one-half (2-1/2) stories in height which Dwelling shall include an attached garage for not less than two (2) cars and appropriate driveway and parking areas.

C. All Dwellings within the Subdivision shall contain the minimum square footage required at the time of construction by the City of Wixom. In addition to the foregoing, each Dwelling shall contain, at a minimum, the following "livable floor areas":

1. A one story Dwelling shall have a minimum livable floor area of one thousand four hundred (1,400) square feet.

2. A two story Dwelling shall have a minimum livable floor area of one thousand seven hundred fifty (1,750) square feet, with not less than one thousand (1,000) square feet on the first floor.

3. A tri-level Dwelling (one in which two stories are adjacent to each other) shall have a minimum livable floor area on the main floor of the Dwelling of one thousand seven hundred fifty (1,750) square feet.

As used herein, "livable floor area" shall exclude garages, patios, decks, open porches, terraces, basements, storage sheds and like areas even if attached to the Dwelling. Livable floor area shall include, however, enclosed porches if the roof of the porch forms an integral part of the Dwelling.

D. No Structure shall be placed, erected, installed or located on any Lot nearer to the front, side or rear lot line than is permitted by the ordinances of the City of Wixom in effect at the time of installation of such Structure. Furthermore, all Structures shall meet the following setback requirements from the boundary lines of the Lot:

1. The front yard setback line shall be at least thirty five (35) feet;

2. The side yard setback line shall be at least eight (8) feet per side, and at least sixteen (16) feet total; and

3. The rear yard setback line shall be at least thirty five (35) feet.

Declarant shall have the right (but not the obligation) to permit setbacks of less than those established above if in its sole judgment the grade, soil or other physical conditions pertaining to a Lot justify such a variance.

E. The exterior of all Dwellings and permitted buildings shall be constructed of such materials as are acceptable to Declarant and/or the Association, as the case may be.

F. The exterior of all Dwellings and other Structures must be completed as soon as practical after construction commences, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities.

G. All driveways shall be constructed of concrete and shall be completed prior to occupancy. All garages shall be attached to the Dwelling.

H. No above ground swimming pools shall be erected or maintained on any Lot.

I. No fence of any kind shall be permitted to be erected, maintained or placed upon any lot lines between the front property line and the front building set back line, and no fence shall be more than four (4) feet in height except that during the construction and sales period and in accordance with the display of model homes such provisions shall not apply; provided, however, that at the conclusion of the sales and construction periods, the provisions hereof shall thereupon be in full force and effect. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be 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 the street property lines extended. The same sight line limitations shall apply on any lot within 25 feet from the intersection of a street property line within the edge of a driveway. No trees shall be permitted to remain at such distances of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines.

J. All landscaping shall be completed within ninety (90) days of occupancy, weather permitting.

K. No mobile home, trailer, house or camping trailer, tent, shack, tool storage shed, barn, tree house or other similar outbuilding or structure shall be placed on any Lot at any time, either temporarily or permanently.

ARTICLE VIII

USE RESTRICTIONS

A. The restrictions, conditions and requirements set forth herein shall apply to each and every Lot. All Lot Owners, as well as their family members, guests, occupants, and invitees, shall comply with the restrictions, conditions and requirements set forth herein.

B. Upon sale or conveyance to individual purchasers, all Lots shall be used only for single family residential purposes. No part of any Dwelling or other Structure shall be used for any activity normally conducted as a business.

C. No signs of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. Such signs as are allowed must be maintained in good condition at all times and removed on the termination of their use.

D. No structure of a temporary character shall be placed upon any Lot at any time, provided, however, that this prohibition shall not apply to shelters approved by Declarant and used by a contractor during construction.

E. No outside television antenna or other antenna satellite dish, aerial saucer or similar device shall be placed, constructed, erected, attend or maintained on any Lot, unless Declarant or the Association, as the case may be, determines in its sole discretion that this restriction creates a substantial hardship with respect to a particular Lot or Lot Owner.

F. No solar panel, solar collector or other similar device shall be placed, constructed, erected, altered or maintained on any Lot unless Declarant or the Association, as the case may be, determines in its sole discretion that this restriction creates a substantial hardship with respect to a particular Lot or Lot Owner.

G. Trailers, trucks, boats, aircraft, commercial vehicles, campers or other recreational vehicles, or other vehicles except passenger cars and passenger vans, shall not be parked or maintained on any Lot unless in a suitable private garage which is built in accordance with the restrictions set forth herein.

H. No animals or fowl (except common household pets) shall be kept or maintained on any Lot, and household pets shall be confined to the Lot. Pets causing a nuisance or destruction shall be restrained.

I. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly, or unkempt conditions of buildings or ground on such Lot which shall tend to substantially decrease the beauty of the Subdivision as a whole or any specific area thereof. No lawn ornaments, sculptures or statues shall be placed or permitted to remain on that portion of any Lot which lies between any roadway and any structure erected thereon (front or side yards) without the prior written permission of Declarant.

J. No noxious or offensive activity shall be performed upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the other Lots or Lot Owners. There shall not be maintained any animals or device or thing of any sort whose normal activities or existence is in any way noxious, noisy, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the reasonable enjoyment of other Lots in the Subdivision. Declarant and/or the Association, as the case may be, shall be the final arbiter of whether a particular animal, device or thing is in violation of the foregoing restrictions.

K. Declarant reserves for itself and its agents the right to enter upon any Lot for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of Declarant detracts from the overall beauty, setting and safety of the Subdivision and the Owner of such Lot shall reimburse the Declarant for the cost thereof in accordance with the provisions of Article V, Paragraph E hereof. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. Declarant and its agents may likewise enter upon such land to remove any trash which has collected on such Lot without such entrance and removal being deemed a trespass. The provisions of this paragraph shall not be construed as an obligation on the part of Declarant to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services.

ARTICLE IX

RESERVATION OF EASEMENTS

Easements and rights of ways for installation and maintenance of utilities and drainage facilities are hereby reserved as shown on the recorded plat. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. Planting or

other lot improvements shall be allowed so long as access without charges or liability for damages will be granted (1) for the maintenance of utilities and storm drains installed or (2) for the installation of additional utilities and storm drains. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE X

SUBDIVISION OF A LOT

No Lot shall be subdivided, or its boundary lines changed, without the written consent of Declarant. Declarant hereby expressly reserves to itself the right to replat any two (2) or more Lots shown on the plat or preliminary plat of the Subdivision in order to create a modified building Lot or Lots and to take such other steps as are reasonably necessary to make such replatted Lot suitable and fit as a building site, including, but not limited to, the relocation of easements, walkways and rights to conform to the new boundaries of such replatted Lots.

ARTICLE XI

EXCULPATION FROM LIABILITY

A. As provided in Article V hereof, the primary purpose for providing for architectural control is to ensure the proper and harmonious development of the Subdivision in order to maximize the aesthetic beauty of the Subdivision and its blending with the surrounding area. To this end, Declarant or the Association, as the case may be, shall be deemed to have broad discretion in terms of determining what Dwellings, fences, walls, hedges or other Structures will enhance the aesthetic beauty and desirability of the Subdivision, or otherwise further or be consistent with the purpose for any restrictions. In no event shall either Declarant or the Association have any liability whatsoever to anyone for their approval or disapproval of plans, drawings, specifications, elevations or the Dwellings, fences, walls, hedges or other Structures subject hereto, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. Neither Declarant nor the Association shall have liability to anyone including, but not limited to, Lot Owners, for approval of plans, specifications, structures or the like which are not in conformity with the provisions of this Declaration, or for disapproving plans, specifications, structures or the like which may be in conformity with the provisions hereof.

B. In no event shall any party have the right to impose liability on, or otherwise contest judicially, the Declarant or the Association for any decision of the Declarant or the Association (or alleged failure of the Declarant or the Association to make a decision) relative to the approval or disapproval of a Structure or any aspect or other matter as to which the Declarant reserves the right to approve or waive under this Declaration. The approval of the Declarant (or the Association, as the case may be) of a Structure or other matter shall not be construed as a representation or warranty that the Structure or matter is in conformity with the ordinances or other requirements of the City of Wixom or any other governmental authority. Any obligation or duty to ascertain any such conformity, or to advise the Owner or any other person of the same (even if known), is hereby disclaimed.

ARTICLE XII

OPERATION AND MANAGEMENT

A. The provisions hereof shall run with the land and bind the Lots within the Subdivision for a period of twenty (20) years from the date hereof, after which time they shall be extended automatically for successive periods of ten (10) years unless seventy-five percent (75%) of the Lot Owners in the Subdivision vote in writing to amend, limit or remove the restrictions set forth herein.

B. In addition to any other remedy provided for herein or under applicable law, the Declarant, the Association, or, in the event the Association fails to act, the Lot Owners of not less than two (2) Lots in the Subdivision shall have the right at any time or times during the term of this Declaration to proceed at law or in equity against any person violating or attempting to violate any provision contained herein, to prevent or abate such violations, to compel compliance with the terms hereof, to enter upon any land within the Subdivision and correct any condition in and remove any building, improvement or other Structure erected, installed or maintained in violation of the terms hereof at the violating Lot Owner's expense, and to recover damages or other compensation for any violation. Any such entry shall not constitute a trespass. The Declarant or any other party having a right to enforce the terms of this Declaration may recover against a Lot Owner violating the provisions of this Declaration all reasonable costs incurred in enforcing such provisions in any of the foregoing ways, including the costs of removing offending Structures and actual attorneys fees and other litigation costs.

C. The failure to enforce any provision contained herein in any particular instance shall not be deemed a waiver of the right to do so as to any continuing, subsequent or other violation.

ARTICLE XIII

ANNEXATION OF ADDITIONAL LAND

Declarant reserves the right to, at any time in the future, amend this Declaration by making it applicable to one or more additional Subdivisions of land hereafter developed and platted by Declarant or its successor in the area described in Exhibit B, attached hereto. Any such Amendment to this Declaration shall require all Lot owners in the added Subdivisions to be members of the Wexford Mews Homeowners Association subject to all covenants, restrictions, easements, charges and liens set forth herein. Such Amendment shall also provide the common area contained within the Wexford Mews Subdivision and all future, added Subdivisions shall be reserved and available for the use and benefit of all Lot owners pursuant to this paragraph. Additional Lots and common areas may be annexed to the Wexford Mews Homeowners Association by Declarant without the consent or approval of the Association or its members. Annexation initiated by action of the Association shall require the consent of two-thirds (2/3) of its members.

ARTICLE XIV

AMENDMENT

A. Until such time as fifty-one percent (51%) of the Lots within the Subdivision are sold, Declarant reserves the right to amend this Declaration unilaterally by executing a written instrument and recording same with the Office of the Register of Deeds, Oakland County, Michigan.

B. At such time as fifty-one percent (51%) or more, but less than one hundred percent (100%) of the Lots within the Subdivision are sold, this Declaration shall not be amended without the consent of Declarant and at least fifty-one percent (51%) of the Lots, each Lot being entitled to one (1) vote. Declarant shall be entitled to one vote for each Lot owned by Declarant.

C. At such time as the following have occurred: (i) Declarant has sold all of the Lots in the Subdivision; (ii) Declarant has delegated all of its rights hereunder to the Association, then Declarant's consent shall not be required to any proposed amendment to the Declaration. Provided that, except as provided in Article XII A and in this Article XIII, this Declaration cannot thereafter be amended without the unanimous written consent of all Lot Owners.

D. Anything contained in this Article XIII to the contrary notwithstanding, the provisions of Articles III and XII may not be amended without the consent of seventy-five percent (75%) of the Lots in the Subdivision, each Lot being entitled to one vote.

ARTICLE XV

CITY ORDINANCES

All restrictions set forth in this Declaration are separate and distinct from the ordinances of the City of Wixom. All lots are subject to the ordinances of the City of Wixom and neither the Declarant nor the Association have any authority to modify, vary or waive any provision of such ordinances.

ARTICLE XVI

SEVERABILITY

The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision hereof.

IN WITNESS WHEREOF, Declarant has duly executed this Declaration this _____ day of _____, 1989.

WITNESSES:

WEXFORD MEWS DEVELOPMENT
CORPORATION
A Michigan Corporation

By: _____
Asa Shapiro
Its: President

By: _____
Salvatore Cottone
Its: Vice President

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND LIENS FOR WEXFORD MEWS SUBDIVISION NO. 1**

AND

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND LIENS FOR WEXFORD MEWS SUBDIVISION NO. 2**

City of Wixom, Oakland County, Michigan

This Amendment to Declaration of Covenants, Conditions, Restrictions and Liens for Wexford Mews Subdivision No. 1 and Amendment to Declaration of Covenants, Conditions, Restrictions and Liens for Wexford Mews Subdivision No. 2 is made this ____ day of August, 1992, by the undersigned.

W I T N E S S E T H

WHEREAS, Wexford Mews Development Corporation, a Michigan corporation (hereinafter "Declarant") is the proprietor of certain real property known as Wexford Mews Subdivision No. 1, located in the City of Wixom, Oakland County, Michigan, which subdivision is more particularly described in the plat thereof as recorded in Liber 212 at Pages 4 through 8, inclusive, of plats, Oakland County Records (hereinafter "Subdivision No. 1"); and

WHEREAS, Declarant is also the proprietor of certain real property known as Wexford Mews Subdivision No. 2, located in the City of Wixom, Oakland County, Michigan, which subdivision is more particularly described in the plat thereof as recorded in Liber 216 at Pages 19 through 21, inclusive, of plats, Oakland County Records (hereinafter "Subdivision No. 2"); and

WHEREAS, on May 17, 1990, a Declaration of Covenants, Conditions, Restrictions and Liens for Subdivision No. 1 was recorded by the Oakland County Register of Deeds in Liber 11380 at Pages 193 through 214, Oakland County Records (hereinafter the "Declaration"); and

WHEREAS, on July 15, 1991, an Amendment to Declaration of Covenants, Conditions, Restrictions and Liens for Subdivision No. 1 and Declaration of Covenants, Conditions, Restrictions and Liens for Subdivision No. 2 was recorded by the Oakland County Register of Deeds in Liber 11967 at Pages 22 through 27, Oakland County Records (hereinafter the "Amendment"); and

WHEREAS, Declarant is the owner of certain real property abutting Subdivision No. 1 and/or Subdivision No. 2 which Declarant intends to develop as a single family residential subdivision to be known as Wexford Mews Subdivision No. 3 and Declarant further desires to reserve the right to acquire additional real property abutting Subdivision No. 1, Subdivision No. 2 and/or proposed Subdivision No. 3 for development as a single family residential

subdivision or subdivisions (hereinafter collectively the "Proposed Subdivisions"); and

WHEREAS, Declarant has caused the formation of Wexford News Homeowners Association, a Michigan non-profit corporation (hereinafter the "Association"), for the purpose of exercising the powers and functions described in the Declaration, as amended, and desires to provide that the lot owners of Subdivision No. 1 and Subdivision No. 2 shall be members of the Association and that the Association shall exercise those powers and functions described in the Declaration in connection with Subdivision No. 1, Subdivision No. 2 and the Proposed Subdivisions at such time as Declarant may elect to transfer and convey its right, title and interest in the common areas located within the Proposed Subdivisions to the Association; and

WHEREAS, Declarant desires to further amend the Declaration, and the Amendment to provide for the development and platting of the Proposed Subdivisions and to reserve unto Declarant the rights set forth in Article VI of the Declaration concerning the approval of structures in connection with the Proposed Subdivisions and also to permit Declarant to unilaterally amend the Declaration, as amended, to impose upon the Proposed Subdivisions the covenants, conditions, restrictions and liens set forth in the Declaration in order to insure the most beneficial development of the Proposed Subdivisions as single family residential areas, to prevent any use thereof which might tend to diminish the valuable or pleasurable enjoyment, to assure the harmony, attractiveness and utility thereof, and to provide for the lot owners in the Proposed Subdivisions to bear certain expenses in common with the lot owners in Subdivision No. 1 and Subdivision No. 2, and to impose other rights and obligations all as set forth in the Declaration.

NOW, THEREFORE, pursuant to Articles XIII and XIV of the Declaration, Declarant and the undersigned hereby amend the Declaration, as heretofore amended, as follows:

1. Article II of the Declaration is hereby amended as follows:

At such time as all of the lots in Subdivision No. 1 and Subdivision No. 2 are sold by Declarant and dwellings are erected thereon, or at such earlier time as Declarant may elect in its sole and uncontrolled discretion, Declarant shall assign, transfer and delegate to the Association, all of its rights as set forth in this Declaration, including all rights of approval and enforcement as set forth herein. Notwithstanding the foregoing, in the event that one or more Proposed Subdivisions are developed and platted by Declarant, or its successors or assigns, Declarant shall be unilaterally entitled to amend the Declaration, as amended, without the consent of

the Association and/or Lot Owners in order to subject the Proposed Subdivisions to the terms and conditions set forth in the Declaration, as amended, provided, however, that Declarant shall not be required to assign, transfer and delegate to the Association all of its rights in the Proposed Subdivisions until such time as Declarant has conveyed title to all of the lots in the Proposed Subdivisions and dwellings have been erected on such lots, or at such earlier time as Declarant may elect in its sole and uncontrolled discretion. From and after the date of such assignment, delegation or transfer, the Association shall exercise all of the authority and discretion granted to Declarant in the Declaration in connection with Subdivision No. 1 and Subdivision No. 2, and Declarant shall have no further responsibilities with respect to such matters, except that Declarant shall retain all of its rights and interests as set forth in the Declaration in connection with the Proposed Subdivisions, including but not limited to control of the approval of all structures in the Proposed Subdivisions pursuant to Article VI of the Declaration, until such time as Declarant has assigned, delegated and transferred all of its rights, title and interest in the common areas of such Proposed subdivision(s) to the Association.

2. Article VI of the Declaration entitled Approval of Structure is hereby amended to include the following Section:

"G. Notwithstanding anything to the contrary contained herein, Declarant shall retain the power and authority to approve of all residential dwelling structures to be erected, installed, or placed upon any lot located in Subdivision No. 1 and Subdivision No. 2 and the Proposed Subdivisions in accordance with this Article VI notwithstanding that Declarant may have theretofore assigned, transferred and delegated to the Association, all of its rights as Declarant and its remaining property rights, title and interest in connection with subdivision No. 1 and Subdivision No. 2. Upon the delegation, transfer and assignment by Declarant of its remaining interests and the architectural control rights herein reserved in regard to the approval of residential dwelling structures in the property located within Subdivision No. 1, subdivision No. 2 and the Proposed Subdivisions, the Association's Architectural Control Committee shall thereafter perform all approval and architectural control functions of the Declarant pursuant to this Article VI with respect to the property so conveyed to the Association by Declarant.

3. Article IX of the Declaration entitled Reservation of Easements is hereby amended to add the following provisions to the end of such Article:

"Notwithstanding anything contained herein to the contrary, Declarant reserves the right to improve and

utilize the easements and rights of ways reserved hereby for installation and maintenance of utilities and drainage facilities as are deemed necessary, in Declarant's sole and uncontrolled discretion, in order to service the Proposed Subdivisions and complete the development and platting of the Proposed Subdivisions. Declarant further reserves the right to replace, expand, alter, modify and reconfigure the wellhouse/pumphouse located within Wexford Park as described on the Plat of Subdivision No. 1, as well as to drill additional wells and install additional lines, pipes, conduits and facilities in the easements identified on the Plats of Subdivision No. 1 and Subdivision No. 2, as shall be deemed necessary or desirable in Declarant's sole and uncontrolled discretion, in order to permit Declarant to complete its development and construction activities and to service the Proposed Subdivisions. Declarant hereby further reserves to itself for all future phases (the Proposed Subdivisions), a perpetual easement and right of way for access over, upon and across the roadways, easements and common areas as recorded and/or identified on the Plats of Subdivision No. 1 and Subdivision No. 2" for construction, utilities, drainage, ingress and egress.

4. Article XIII of the Declaration entitled Annexation of Additional Land is hereby amended in its entirety as follows:

"Declarant reserves the right to, at any time in the future, unilaterally amend this Declaration, as amended, to make it applicable to one or more of the Proposed Subdivisions hereafter developed by Declarant or its successors or assigns. Any such amendment to this Declaration shall require all Lot Owners in the Proposed Subdivisions to be members of the Association subject to all covenants, restrictions, easements, charges and liens set forth herein. Such Amendment shall also provide that the Common Areas located within the Proposed Subdivisions, as well as the Common Areas located within Subdivision No. 1 and Subdivision No. 2 shall be reserved for the use and benefit of the Lot Owners of Subdivision No. 1, Subdivision No. 2 and the Proposed Subdivisions. The Proposed Subdivisions and any Common Areas located therein may be annexed to Subdivision No. 1 and Subdivision No. 2 unilaterally by Declarant without the consent or approval of either the Association or the Lot Owners and upon such annexation, dedication and/or conveyance, shall be accepted and maintained by the Association at its expense for the benefit of all Lot Owners. Notwithstanding anything to the contrary contained herein, the rights reserved to Declarant to subject additional land (the Proposed Subdivisions) to

this Declaration shall not be implied or construed so as to impose any duty or obligation upon Declarant to subject any of the Proposed Subdivisions to this Declaration or to the jurisdiction of the Association, nor any obligation, if so subjected, to build housing of the same type, design or materials. If one or more of the Proposed Subdivisions is not subject to this Declaration, Declarant's reserved rights shall not impose any obligation on Declarant to impose any covenants and restrictions similar to those contained herein upon the Proposed Subdivisions, nor shall such rights in any manner limit or restrict the use to which such additional land and/or Proposed Subdivisions may be put by declarant or any subsequent owner thereof, whether such uses are consistent with the covenants and restrictions imposed hereby or not. Any and all of the special rights and obligations of the Declarant may be transferred and assigned to other persons or entities, provided that such transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and further provided that no such transfer or assignment shall be effective unless it is contained in a written instrument signed by Declarant and duly recorded in the public records of Oakland County, Michigan. So long as Declarant continues to have rights hereunder, no person or entity shall record any Declaration of Covenants, Conditions, Restrictions and Liens, or amend this Declaration without Declarant's written consent thereto, and any attempted recordation without compliance herewith shall be void and of no force and effect whatsoever. This Article may not be amended without the written consent of Declarant; provided, however, that Declarant's rights hereunder shall terminate upon the earlier of (a) ten (10) years from the date of recording this instrument, or (b) upon the recording by Declarant of a written statement that its development activities have ceased or been completed.

5. Article XIV of the Declaration entitled Amendment is hereby amended to add the following Section:

"E. Notwithstanding anything contained in this Article to the contrary, Declarant or its successors and assigns, shall be entitled to unilaterally amend this Declaration, as amended, without the consent of the Lot Owners or the Association, to provide for the annexation of the Proposed Subdivision and to subject the property located within the Proposed Subdivision to the terms and conditions of this Declaration, as amended, irrespective of whether Declarant has previously transferred, assigned and delegated part or all of its rights as set forth in this Declaration to the Association."

IN WITNESS WHEREOF, Declarant has duly executed this Declaration this _____ day of _____, 1992.

Mark W. Cherry
Vivian L. Tobin
Vivian L. Tobin
Mark W. Cherry
Vivian L. Tobin
Vivian L. Tobin

James Buch
Colleen Smith
Karen Schmidt
Doug Albert

WEXFORD NEWS DEVELOPMENT CORPORATION, a Michigan corporation

By: Asa Shapiro
Its: President

By: Salvatore Cottone
Its: Vice President

By: Isidore Eisenberg
Its: Secretary/Treasurer

WEXFORD NEWS HOMEOWNERS ASSOCIATION, a Michigan non-profit corporation

By: Vernon Mitchell
Its: President

By: Kathy Laberfew
Its: Secretary

JOSEPH SCHULIST BUILDERS, INC. a Michigan corporation

By: Joseph Schulist
Its: President

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledge before me this 17th day of August, 1992 by Salvatora Cottone who represented that he is the Vice President of WEXFORD MEWS DEVELOPMENT CORPORATION, a Michigan corporation, and that he executed this instrument pursuant to the direction and authority of the Board of Directors of said corporation.

Vivian L. Tobin
Vivian L. Tobin, Notary Public
Oakland County, Michigan
My commission expires: 11/14/93

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledge before me this ___ day of August, 1992 by Isidora Eisenberg who represented that he is the Secretary/Treasurer of WEXFORD MEWS DEVELOPMENT CORPORATION, a Michigan corporation, and that he executed this instrument pursuant to the direction and authority of the Board of Directors of said corporation.

, Notary Public
County, Michigan
My commission expires: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledge before me this ___ day of August, 1992 by Vernon Mitchell who represented that he is the President of WEXFORD MEWS HOMEOWNERS ASSOCIATION, a Michigan non-profit corporation, and that he executed this instrument pursuant to the direction and authority of the Board of Directors of said corporation.



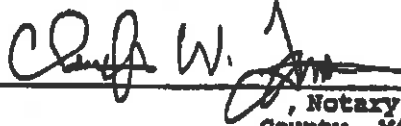
Vernon Mitchell
, Notary Public
County, Michigan
My commission expires: _____

Jane F. Buck
JANE F. BUCK
Notary Public, Oakland County, MI
My Commission Expires Max. 12, 1994

STATE OF MICHIGAN)
:ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledge before me this ___ day of August, 1992 by Kathy Labertev who represented that she is the Secretary of WEXFORD NEWS HOMEOWNERS ASSOCIATION, a Michigan non-profit corporation, and that he executed this instrument pursuant to the direction and authority of the Board of Directors of said corporation.

CHRISTOPHER W. FUSSELL
Notary Public, Oakland County, MI
My Commission Expires Oct. 27, 1993



_____, Notary Public
County, Michigan

My commission expires: _____

STATE OF MICHIGAN)
:ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledge before me this ___ day of August, 1992 by Joseph Schulist who represented that he is the President of JOSEPH SCHULIST BUILDERS, INC., a Michigan corporation, and that he executed this instrument pursuant to the direction and authority of the Board of Directors of said corporation.

_____, Notary Public
County, Michigan

My commission expires: _____

STATE OF MICHIGAN)
:ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledge before me this ___ day of August, 1992 by Salvator Balsamo who represented that he is the _____ of A & R BUILDING COMPANY, a Michigan _____, and that he executed this instrument pursuant to the

A & R BUILDING COMPANY,
a Michigan _____

By: _____
Salvator Nalsano
Its: _____

By: _____
Giuseppe Chirco
Its: _____

JAL PROPERTIES, INC.,
a Michigan corporation

By: _____
John A. Lotoczky
Its: President

F A L C O N H O M E S
a Michigan corporation

By: _____
Gilberto Piatrandrea
Its: President

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledge before me this 17th
day of August, 1992 by Asa Shapiro who represented that he is the
President of WEXFORD MEWS DEVELOPMENT CORPORATION, a Michigan
corporation, and that he executed this instrument pursuant to the
direction and authority of the Board of Directors of said
corporation.

Vivian L. Tobin
Vivian L. Tobin, Notary Public
Oakland County, Michigan
My commission expires: 11/14/93

direction and authority of the Board of Directors of said corporation.

, Notary Public
County, Michigan
My commission expires: _____

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledge before me this ___ day of August, 1992 by Giuseppe Chirco who represented that he is the _____ of A & R BUILDING COMPANY, a Michigan _____, and that he executed this instrument pursuant to the direction and authority of the Board of Directors of said corporation.

, Notary Public
County, Michigan
My commission expires: _____

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledge before me this ___ day of August, 1992 by John A. Lotoczky who represented that he is the President of JAL PROPERTIES, INC., a Michigan corporation, and that he executed this instrument pursuant to the direction and authority of the Board of Directors of said corporation.

, Notary Public
County, Michigan
My commission expires: _____

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledge before me this ___ day of August, 1992 by Gilberto Pietrandrea who represented that he is the President of FALCON HOMES, a Michigan corporation, and that

SENT BY: BUTZEL LONG ET. AL. ; 5-4-93 ; 15:00 ; BIRMINGHAM OFFICE- 313 557 9522: #13
08/04/93 09:39 313 726 9853 HBCU, INC. 779 BULLARD BLVD

he executed this instrument pursuant to the direction and authority
of the Board of Directors of said corporation.

_____, Notary Public
County, Michigan
My commission expires: _____

unford.com/subdiv.asp

Chapter 15.16

RESIDENTIAL SWIMMING POOLS

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15.16.010 Definitions.

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15.16.050 Inspection fee.

15.16.060 Workmanship.

15.16.070 Inspection.

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Article I. Definitions

15.16.010 Definitions.

For the purposes of this chapter, the following terms shall have the meanings ascribed to them below:

“Enforcing official” means the building official of the city or his authorized representative.

"Health department" means the Oakland County health department or its authorized representatives.

"Permanent pool" means any pool built into the ground, more than one foot; and any above-ground pool with a structure which provides fencing and a walkway partially or completely around the water's edge.

"Swimming pool" means any artificially constructed structure intended for human swimming or bathing, located either above or below grade and located either in or outside or partially in or partially outside a permanent and enclosed roofed building.

"Temporary pool" means any above-ground pool, with maximum water depth greater than eighteen inches, that is or can be assembled with hand tools by the homeowner.

"Wading pool" means any temporary pool with maximum water depth of eighteen inches. (Ord. 78 Art. 1, 1969)

Article II. Administration

15.16.020 Enforcement.

The enforcing official shall administer the requirements of this chapter so as to protect the health and safety of the public, the bathers and other persons. (Ord. 78 § 2.1, 1969)

15.16.030 Permits.

On and after the effective date of the ordinance codified in this chapter it shall be unlawful to construct, install or alter any permanent or temporary swimming pool as defined in this chapter without first having obtained a permit therefor. Before a permit is issued an application shall be approved by the health department. A permit is not required for a wading pool as defined in this chapter. (Ord. 78 § 2.2, 1969)

15.16.040 Application approval.

Pools shall be constructed, installed and/or altered in conformity with the application approved by the enforcing official. Any deviation from the approved application shall require prior approval by the enforcing official. (Ord. 78 § 2.3, 1969)

15.16.050 Inspection fee.

The city council shall annually by resolution set the fees to be paid for inspection work conducted by the city building department in relation to the construction and installation of residential swimming pools. (Ord. 78-A-1 § 1, 1989; Ord. 78 § 2.4, 1969)

15.16.060 Workmanship.

All work shall be done in an acceptable manner and shall comply with applicable building, plumbing, electrical and heating codes. (Ord. 78 § 2.5, 1969)

15.16.070 Inspection.

The pool contractor, or the owner if no contractor is involved, shall notify the building official upon completion of pool construction, installation, or modification. The enforcing official shall inspect all permanent or temporary pools after such notification so that all provisions of this chapter are satisfied. When necessary, the enforcing official or health department shall make additional inspections. (Ord. 78 § 2.6, 1969)

15.16.080 Stop-work order.

Construction work that is being done contrary to the provisions of this chapter shall be immediately stopped upon notice from the enforcing official or health department. The stop-work order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work, and shall state the conditions under which the work may be resumed. (Ord. 78 § 2.7, 1969)

15.16.090 Right of entry.

The enforcing official and representatives of the health department shall have the right at any reasonable hour to inspect any swimming pool for the purpose of determining compliance with the intent of this chapter. (Ord. 78 § 2.8, 1969)

15.16.100 Compliance with Electrical Code.

No swimming pool shall be constructed or

maintained except in compliance with the National Electrical Code, 1968 edition, Article 680, as may be amended. (Ord. 78 § 2.9, 1969)

Article III. Design Requirements

15.16.110 Pool clearance.

The location and enclosure of any pool shall be such that no hazard exists for pool users or the public. The minimum distance from the nearest part of the pool water shall be as follows:

A. Six feet horizontally to any street property line, and five feet horizontally to any other property line and ten feet to any building wall or nonproperty line fence. No pool shall be located in a required front yard setback.

B. Ten feet horizontally from any overhead electrical or telephone wire to the water's edge or to any diving board or platform. Under no circumstances shall wires of any kind cross over the water surface.

C. Twenty-five feet horizontally to any private water well or seventy-five feet to any semipublic water well, unless a shorter distance is approved by the health department.

D. Three feet horizontally to any sewer for a permanent pool. There shall be ten feet horizontally to a septic tank and tile field or other similar treatment facility, provided the water level in the pool is one foot or more above the ground surface elevation of the treatment facility.

E. Except as approved by the enforcing official there shall be ten feet to any underground water, electrical, telephone, gas or other pipes and conduits, except for parts of the swimming pool system. (Ord. 78-A-1 § 2, 1989; Ord. 78 § 3.1, 1969)

15.16.120 Fence.

A. No temporary or permanent pool eighteen inches or deeper shall be constructed or maintained unless such swimming pool is entirely enclosed by a building, wall and/or fence. The minimum height of all parts of the fence or wall shall be forty-eight inches measured from the outside of the fence or wall upward from the highest point on the adjacent

ground. All gates shall be equipped with self-closing and self-latching devices made inaccessible from the outside by small children.

B. A permanent above-ground pool which has a structure intended to provide self-fencing shall satisfy the fencing requirements of this chapter if it provides: SELF-FENCE MUST HAVE FOLLOWING

1. A walkway not less than twenty inches in width completely around the water's edge and at least three feet above grade;

2. The self-fencing shall be at least three feet high above the walkway;

3. A fold-up stairway or gate which must be locked when residents are away from the home or when the pool is not in use;

4. The self-fencing shall make the pool inaccessible to children by climbing or entering through the fence openings.

C. No wading pool shall be left unattended unless it is provided with a substantial cover or is surrounded by a fence as provided in this section. (Ord. 78-A-1 § 3, 1989; Ord. 78 § 3.2, 1969)

15.16.130 Potable water supply.

Every swimming pool shall be filled and maintained with potable water. (Ord. 78 § 3.3, 1969)

15.16.140 Method of pool fill.

If a hose is used to fill the pool or to add makeup water, an acceptable vacuum breaker shall be installed on the hose thread of the hose bib, still cock or fixture. Fill spouts will be acceptable if located under a diving board or installed so as to prevent any hazard and provided there is a fixed air gap of six inches or more above the pool coping. (Ord. 78 § 3.4, 1969)

15.16.150 Pool drainage.

Facilities shall be provided for disposing of all pool drainage and wastewater to the community sanitary sewer system or in some other manner approved by the enforcing official. There shall be a six-inch air gap between the pool discharge line and the sanitary sewer. (Ord. 78 § 3.5, 1969)

15.16.160 Material and equipment.

Pool equipment and material shall be subject to evaluation and acceptance by the enforcing official before installation. (Ord. 78 § 3.6, 1969)

15.16.170 Overflow.

The pool and surrounding area shall be constructed and arranged in such a manner that no water shall return from the deck to the pool. Wastewater shall not be allowed to create a nuisance or to overflow onto adjoining property. (Ord. 78 § 3.7, 1969)

15.16.180 Surface drainage.

No surface or roof drainage shall be permitted to enter the pool. (Ord. 78 § 3.8, 1969)

15.16.190 Hazards and shape.

There shall be not hazardous projections, or low over-water construction in the pool or the pool enclosure which could trap or injure bathers. The pool shall be shaped so that all parts of the pool can be observed from a single vantage point on the pool deck. (Ord. 78 § 3.9, 1969)

15.16.200 Lights.

Pool area lights, if provided, shall be shielded so as to direct the light away from adjacent premises. (Ord. 78 § 3.10, 1969)

15.16.210 Location.

Water treatment equipment shall be installed above grade, except that it may be installed in a properly drained residential basement, cellar, or other approved structure. Any accessory building shall comply with applicable requirements of zoning and building codes. (Ord. 78 § 3.11, 1969)

15.16.220 Skimmers.

Unless a continuous overflow weir gutter is installed around the pool, one or more surface skimmers shall be provided. There shall be one skimmer for each eight hundred square feet of water surface or any fraction thereof, which shall operate continuously while the pool water is being circulated and which shall automatically adjust for vertical

variations in the water level of three inches or more. (Ord. 78 § 3.12, 1969)

15.16.230 Suction cleaner.

There shall be a suction cleaner outlet connected to the pump suction piping between the pool and the hair and lint strainer, to permit the use of a suction cleaner or other acceptable device for cleaning the entire pool. (Ord. 78 § 3.13, 1969)

**Article IV. Temporary Pools—
Additional Provisions**

15.16.240 Ladders.

Any temporary pool with maximum water depth of four feet or more shall have at least one acceptable ladder or set of steps permitting exit from the pool water. (Ord. 78 § 4.1, 1969)

15.16.250 Diving boards.

Diving boards shall not be permitted at temporary pools. (Ord. 78 § 4.2, 1969)

15.16.260 Filters.

Each temporary pool shall have a filter capable of maintaining clear water in the pool whenever the pool is in use. (Ord. 78 § 4.3, 1969)

Each temporary pool shall have a pump with sufficient capacity to circulate the pool volume each twelve hours or less. (Ord. 78 § 4.4, 1969)

**Article V. Permanent Pools—
Additional Provisions**

15.16.280 Finish and cove.

Pool floor and walls shall have a cleanable, light colored and impermeable surface. The pool floor and the deck shall be skid resistant. Where the water depth is less than five feet, the maximum cove radius shall be eight inches. (Ord. 78 § 5.2, 1969)

15.16.290 Ladders.

Every permanent pool shall have at least one acceptable ladder or set of steps permitting exit from the pool water. The ladder is to be located at the deepest end of the pool. (Ord. 78 § 5.3, 1969)

15.16.300 Deck.

Below-ground pools shall have a walkway or deck or concrete or other approved impervious material around the perimeter of the pool and shall be at least three feet wide and shall slope away from the pool. (Ord. 78 § 5.4, 1969)

15.16.310 Slopes.

The slope of the bottom of any part of a pool in which the water is less than five feet in depth shall not be more than one foot vertically in each eight feet horizontally. The top three feet of all side and end walls shall be vertical or shall have an outward batter not to exceed six feet vertically to one foot horizontally, except to comply with Section 15.16.280. (Ord. 78 § 5.5, 1969)

15.16.320 Diving board or platform.

There shall be at least eight feet clearance between the end of any diving board or platform and each side wall of the pool. The end of the diving board or platform shall project over the water one foot from the deep end wall. Diving structures shall be securely anchored and shall have at least thirteen feet unobstructed headroom for at least eight feet horizontally over the water surface from all parts of the diving surface. (Ord. 78 § 5.6, 1969)

15.16.330 Water depths for diving.

No diving board or platform shall be installed except in accordance with the following limits:

- A. Minimum water depth, at deepest point in pool, shall be eight feet.
- B. Minimum distance from diving wall to deepest point in pool shall be ten feet.
- C. Minimum distance from deepest point in pool to point where water is five feet deep shall be ten feet. (Ord. 78 § 5.7, 1969)

15.16.340 Depth markings.

If a diving board is installed, there shall be at least one depth marking on the deck or wall of the pool above the water line indicating greatest depth in feet. (Ord. 78 § 5.8, 1969)

15.16.350 Floatline.

When maximum water depth exceeds five feet, recessed floatline anchors shall be provided in the walls at the place where the water depth is five feet. A suitable floatline shall be installed when the pool is in use. (Ord. 78 § 5.9, 1969)

15.16.360 Piping.

Pool piping shall be sized to permit the rated flows for filtering and filter backwash without exceeding the maximum head at which the pump will provide such flows. The water velocity in the pool piping shall not exceed ten feet per second in pressure piping and five feet per second in suction piping at design flows. (The water velocity in plastic piping shall not exceed five feet per second.) (Ord. 78 § 5.10, 1969)

15.16.370 Inlets.

There shall be a minimum of one filtered water inlet for each sixty feet of pool perimeter. Each of the minimum required water inlets shall be at least ten inches below the highest overflow line and at least ten feet from any other inlet or from any skimmer, unless otherwise approved by the enforcing official. Inlets shall be located to impart a circulatory motion to the pool water. (Ord. 78 § 5.11, 1969)

15.16.380 Main drains.

One or more outlets shall be placed at the deepest point in every permanent pool for circulating the pool water. The effective area of the drain grating shall be at least four times the area of the outlet pipe. (Ord. 78 § 5.12, 1969)

15.16.390 Skimmers.

All skimmers in permanent pools shall be re-

cessed or flush with the walls of the pool. Unless a continuous overflow weir gutter is installed around the pool, one or more surface skimmers shall be provided. There shall be one skimmer for each eight hundred square feet of water surface or any fraction thereof, which shall operate continuously while the pool water is being circulated and which shall automatically adjust for vertical variations in the water level of three inches or more. (Ord. 78 § 5.13, 1969)

15.16.400 Valves.

A regulating valve shall be installed in the line so as to control the flow of water. (Ord. 78 § 5.14, 1969)

15.16.410 Pumps.

The pump shall have sufficient capacity at maximum anticipated hydraulic head to circulate the pool volume each twelve hours and to supply the required backwash rate to any one filter. Unless hydraulic analysis demonstrates otherwise, each pump shall supply the required filtration rate at a total head of at least fifty feet for any sand filter system and sixty feet for a diatomite filter system at permanent pools. The motor horsepower rating shall be determined for maximum total head conditions at a twelve hour pool volume turnover time. (Ord. 78 § 5.15, 1969)

15.16.420 Strainer.

A pump connected to a pressure filter shall be equipped on its inlet side with a noncorrosive hair and lint strainer. The ratio of the open strainer area to the open area of the suction piping shall be at least four to one. (Ord. 78 § 5.16, 1969)

15.16.430 Gauges.

A pressure gauge of appropriate range shall be installed on the piping between the filter(s) and pool. (Ord. 78 § 5.17, 1969)

15.16.440 Filters.

A. All filters approved by the building official

shall be equal in performance to the sand and diatomite filters described in this chapter. Filters approved by the National Sanitation Foundation testing laboratory will be accepted.

B. The total effective filter area in square feet shall be at least equal to the volume of the pool in gallons divided by two thousand one hundred sixty (three gallons per minute per square foot for twelve-hour turnover). Each filtering system shall be provided with a slight glass or visible discharge. The influent shall be applied to the filter media surface in a manner which prevents direct turbulent discharge against the media.

C. All pressure filters shall be equipped with an air release at the high point in the system. If an automatic device is installed for this purpose, there shall be a manual valve for testing its effectiveness.

D. The shell containing the filter media or elements shall be constructed so as to provide satisfactory strength and freedom from corrosion, and shall be installed in a manner to prevent setting or upset. (Ord. 78 § 5.18, 1969)

15.16.450 Sand filters.

A. High rate sand filters shall be approved by and carry the seal of the National Sanitation Foundation Testing Laboratory.

B. Standard sand filters shall be sized so that the filtration rate does not exceed three gallons per minute per square foot of effective filter area. Each pressure sand filter shall be provided with backwash water at a minimum rate of twelve gallons per minute per square foot of effective surface area.

C. For standard sand filters, the filter sand shall be uniformly graded silica material with effective particle diameters between 0.45 and 0.55 millimeters and with uniformity coefficient less than 1.75. The sand shall be free of clay, organic matter, and water-soluble material and no less than twenty inches in depth, with a twelve-inch or greater freeboard.

D. For standard sand filters the graded gravel or crushed anthracite used to support the filter media shall be free of organic and water-soluble material. It shall be graded by size and separately leveled in

layers. The total depth of the graded gravel shall not be less than sixteen inches. (Ord. 78 § 5.19, 1969)

15.16.460 Diatomite filters.

Diatomite filters shall be sized so that the filtration rate does not exceed two gallons per minute per square foot of effective filter area. A precoat funnel or other feeding device shall be provided. (Ord. 78 § 5.20, 1969)

Article VI. Operation, Maintenance and Removal

15.16.470 General.

Pools and pool equipment shall be operated and maintained in a manner which will not create health or safety hazards or any public nuisance. (Ord. 78 § 6.1, 1969)

15.16.480 Water clarity.

Between Memorial Day and Labor Day of each year the water shall be free of algae and turbidity. During this period satisfactory water clarity will permit observation of a coin on the bottom of the pool at the deepest point when the viewer is standing on the deck. (Ord. 78 § 6.2, 1969)

15.16.490 Supervision.

The pool shall be so supervised that safety hazards are not created. The gate or gates must be locked when pool is not in use. (Ord. 78 § 6.3, 1969)

15.16.500 Disinfection.

Proper germicidal levels shall be maintained at all times during pool usage to protect the health of users. A chlorine residual of 0.4 to 0.8 parts per million shall satisfy this requirement. Other disinfecting agents than chlorine may be used if approved by the health department. The hydrogenation concentration (pH) of the pool water shall be maintained between 7.2 and 7.6. Testing devices capable of accurately measuring pH and chlorine residual or other disinfectant shall be available. (Ord. 78 § 6.4, 1969)

15.16.510 Rescue devices.

A rescue pole, hook or a similar device shall be available within the pool enclosure. (Ord. 78 § 6.5, 1969)

15.16.520 Water restrictions.

The filling of swimming pools from the public water supply shall be regulated the same as lawn sprinkling. (Ord. 78 § 6.6, 1969)

15.16.530 Drainage restrictions.

No swimming pool shall be drained to a sewer during a period of heavy rainfall if such drainage would contribute to overloading the sewer. (Ord. 78 § 6.7, 1969)

15.16.540 Maintenance.

Any swimming pool which is not maintained to the minimum standard established by this chapter shall be placed out of use by the owner after a notice by the enforcing official itemizing the corrections needed. Upon failure to correct the item or items cited, the pool may be ordered removed in accordance with Section 15.16.550. (Ord. 78 § 6.8, 1969)

15.16.550 Pool removal.

Upon discontinuing the use of a pool, the owner thereof shall forthwith remove all water therefrom and shall remove and/or fill the structure or excavation with earth level to grade or otherwise make the premises safe. (Ord. 78 § 6.9, 1969)

Article VII. Enforcement

15.16.560 Violation—Penalty.

Any person, firm, association, copartnership or corporation who violates any provisions of the chapter shall be deemed guilty of a misdemeanor and, upon conviction of such violation, shall be punished by a fine not to exceed the sum of one hundred dollars or by imprisonment not to exceed ninety days, or by both such fine and imprisonment, at the discretion of the court. Each day any such violation continues shall constitute a separate offense. In

15.16.560

addition, any unsafe, improper or incorrect installation, operation, maintenance or use so defined in this chapter shall also constitute a violation of this chapter and the enforcing official may, in addition to the penal provisions, abate such violation by means of a court action. (Ord. 78 § 7.1, 1969)

15.16.570 Appeal.

An appeal may be taken to the zoning board of appeals by any person, firm or corporation, or any officer, department, board or bureau affected by a decision of the building inspector. Such appeal shall be taken by filing a notice of appeal, specifying the grounds for such appeal, with the board of zoning appeals on appropriate forms provided by the building inspector and payment of the required fee. The building inspector shall forthwith transmit to the board all of the papers constituting the record upon which the action appealed from was taken. (Ord. 78 § 7.3, 1969)

**WEXFORD MEWS
HOMEOWNERS ASSOCIATION**

August 18, 1994

Dear Neighbors:

As many of you know, the Wexford Mews Homeowners Association (the "Association") held a meeting in May to elect a new Board of Directors. Homeowners at the meeting raised a number of important questions and concerns regarding Association finances and the interaction between the Board and homeowners. Many of the concerns raised related to past communication problems between the Board and Homeowners.

The newly elected Board has recently taken office and is writing this letter of introduction in an attempt to improve communication and boost awareness of the role and responsibilities of the Board. In other words, we'd like to let you know who we are and what we do on behalf of the Subdivision.

The 1994 Board of Directors

A record number of homeowners voted in this year's election. Our subdivision elected the following individuals to the 1994 Board of Directors:

Rick Johnson	President
Michael Caldwell	Vice-President
Kevin Story	Treasurer
Tina McAtee	Secretary
Jennifer Dreyer	
John Luke	
Rob Merced	
Mark Vick	
Joanne Wozny	
Bob Hood	

The 1994 Board is a diverse group, including four new members, who will represent the varied interests of our Subdivision which now consists of 213 homes. The 1994 Board would like to recognize and thank the former Board members for all their hard work in establishing the Homeowner's Association, particularly past Association President, Vern Mitchell, who has moved on to bigger and better things as our representative on the Wixom City Council, and Mike Paulen, who as past chair of the Facilities and Maintenance Committee spent a tremendous amount of his time making sure the common areas and entrances were properly maintained.

The 1994 Board is looking forward to the challenges of the next year and welcomes, and needs, the active participation of as many homeowners as possible. But, as several people pointed out during our recent meetings, before you can join in, you've got to know what's going on. So here's some information about why we have a Subdivision Association and what the Board does.

The Role of the Association and the Board

There is a document called the "Declaration of Covenants, Conditions, Restrictions and Liens" which many of us have never seen (thanks again to all of our builders!) that contains a number of rules that restrict the way we use our property.¹ These restrictions apply to all of us and are supposed to protect our property values from being lowered by something our neighbor might otherwise do on his property (like building a shack next to your home). Since these rules apply to all of us, we have attached a copy of the Declaration for you to review.

Until about two years ago, the developer of Subdivision, the Wexford Mews Development Corporation, was responsible for imposing and enforcing these rules and controlling the common areas such as the entrances to the Subdivision and pond areas. The Declaration also says that the developer can delegate (i.e. get rid of) the responsibility of enforcing the guidelines and maintaining the common areas to a Subdivision Association made up of the homeowners in the Subdivision. About 2 years ago, the developer did just that, and the Subdivision Association was born. Like it or not, the Developer has left us with the responsibility of running the Association and enforcing the rules that apply to everyone in the subdivision.

The Association set up by the Declaration is a non-profit corporation which is responsible for maintaining the common areas and making sure everyone complies with the various rules listed in the Declaration. Every homeowner, by virtue of owning a home in the subdivision, is automatically a member of the Association.

A second document, the Association Bylaws, describes the way the Association must go about its business. We've attached a copy of the Bylaws for you as well. Under the

¹For example, minimum floor space, no above ground swimming pools and a whole bunch of other restrictions our builder should have told us about before we moved in.

Bylaws, the homeowners are to elect a Board of Directors who will be responsible for carrying on the business of the Association.²

The Bylaws can be changed if a majority of the homeowners in good standing approve the changes. Amending the Declaration is a little more complicated, but is possible if enough homeowners support the change. The Board encourages homeowners to advise the Board if you feel changes to the Declaration and Bylaws should be made.

Board Activities

In general, the Board's primary responsibility is to maintain the common areas which benefit everyone in the Subdivision. Many of you will be surprised to know that the Subdivision owns approximately 16 acres of common land to be used and enjoyed by all homeowners. The Common areas include: the land surrounding each of the ponds; the entrances, including the attractive Wexford Mews signs; and the wetland area behind Wexford Drive. Every homeowner has the right to use and enjoy these Common areas.

The Board also has the responsibility of enforcing the rules and restrictions listed in the Declaration that are designed to maintain our property values.

Maintaining the common areas requires a lot of work. The Board has formed several sub-committees to carry out these tasks. Non-Board members are allowed and encouraged to participate in these sub-committees:

- The Insurance Committee ensures that the Association has adequate liability and hazard insurance as required by the Bylaws. Recently, the Association's insurance covered a claim made by a neighboring landowner whose fence was damaged by a falling tree from one of the common areas.
- The Facilities and Maintenance Committee obtains bids and contracts to have the common areas mowed and maintained. This committee is also responsible for the flowers at the two entrances as well as the signs which give visitors such a good first impression of our Subdivision.
- The Architectural Committee primarily reviews plans for external structures such as decks to make sure they meet the guidelines.
- Finally, the Special Events Committee plans a number of Subdivision-wide activities including the annual picnic.

²Significantly, the Bylaws prohibit any Board Member from receiving compensation for "any service" rendered to the Association. Despite the many hours of time put in by Board members, no one has ever been paid from Association funds.

We want to again encourage homeowners to get involved in one or more of these committees. The best way to keep track of what's going on in the Subdivision --- and to make sure your point of view is considered --- is to get involved. If you want to join a committee just call one of the following committee chairs:

<u>Sub-Committee</u>	<u>Chair</u>	<u>Phone</u> ³
Insurance	Mark Vick	669-4647
Facilities & Maintenance	Jennifer Dreyer	624-3949
Architectural	Bob Hood (Co-Chair) Joanne Wozny (Co-Chair)	669-4455 624-5773
Special Events	John Luke	960-3949
Welcoming	Cindy Kluz Michelle Ledford Madonna Lumsden	669-3429 960-3079 624-2362

Association Finances

The Bylaws also require the Board to collect an annual assessment from homeowners that is enough to cover the cost of buying insurance, maintaining the Common areas and the other actions required by the Bylaws. Unfortunately, maintaining adequate insurance and keeping the common areas mowed, etc. is not cheap. We previously forwarded (in connection with the Special Assessment Ballot) a breakdown of how the Board has spent the money raised by previous assessments and this year's projected budget. As you can see, a few necessary items like insurance and maintenance account for most of our expenditures. The Insurance and Facilities/Maintenance sub-committees, in particular, have gone to great lengths to make sure we get the best deal possible. For example, at least three competitive bids are taken on the maintenance and lawn care contracts.

We would like to emphasize that the Association is a non-profit corporation and none of the Board members or anyone else profits directly from the expenditure of Association funds. Indirectly, we all profit in the way of an improved community and higher property values.

³If you have a general question, feel free to call Rick Johnson at 960-0978 or Michael Caldwell at 624-3302.

Subdivision Newsletter

The *Mews News* is published several times a year and contains useful information affecting the Subdivision. The next issue is scheduled to come out in September, 1994. If you have a personal ad, an article of interest, etc., drop a letter marked "WMHA Newsletter, Marilyn Darkangelo, Editor, P.O. Box 123, Wixom" or call 624-5295.

We Need Your Help And Involvement

During the last couple of meetings, homeowners raised many good points and made constructive suggestions that the 1994 Board hopes to act on. The Board has, and will continue to, consider all points of view on issues affecting our Subdivision. The best way to make sure your point of view is considered is to participate in the Association committees and to attend Board meetings. We will try to do a better job of making sure everyone knows when meetings are scheduled and what the issues are. Our next Board meeting is scheduled for August 24, 1994 at 7:00 p.m. at the City of Wixom Community Building.

The bottom line is that we are all neighbors who share the common goal of making our community a better place in which to live. We want to encourage each homeowner to work with us throughout the year to achieve this common goal.

Very truly yours,

Your Neighbors on the Board

