

Canterbury Commons Home Owners Association Bylaws

The following document includes the original restrictions on Canterbury Commons Subdivision and the updated by-laws. Please make sure to review both the original and updated materials.

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ORIGINAL RESTRICTIONS ON CANTERBURY COMMONS NO. 2 SUBDIVISION

THIS DECLARATION, made this 7th day of July, 1965, by Home Land Suburban Company, a Michigan corporation, of 19426 Grand River Avenue, Detroit, Michigan, hereinafter referred to as the Grantor or the Developer,

WITNESSETH:

WHEREAS, Home Land Suburban Company is the owner in fee simple of all of the land hereinafter described, and WHEREAS, the said Home Land Suburban Company has become the proprietor in a plat of the premises known as Canterbury Commons No. 2, a subdivision of part of the Southwest 1/4 of Section 3, Town 1 North, Range 9 East, Farmington Township, Oakland County, Michigan, and

WHEREAS, the said plat of said subdivision, having been duly approved by proper governmental authorities, has been recorded in the office of the Register of Deeds for Oakland County in Liber 11 of Plats, Pages I and II.

WHEREAS, said recorded plat covers Lots numbered 86 to 147 inclusive, and

WHEREAS, the Grantor has entered into an Agreement with the Township of Farmington (which agreement is recorded in Liber 4627, Pages 366-372 inclusive, Oakland County Records) which is incorporated herein by reference, and hereinafter referred to as "Agreement", and

WHEREAS, it is the purpose and intention of this declaration that all of the lots in said subdivision shall be conveyed by the Grantor subject to reservations, easements, use and building restrictions provided to establish a general plan of uniform restrictions in respect to said subdivision, and to insure the purchasers of lots therein use of the property for attractive residential purposes, and to secure to each lot owner full benefit and enjoyment of his home, and to preserve the general character of the neighborhood.

IT IS HEREBY DECLARED THAT the following general restrictions are covenants running with the land, binding on the heirs, personal representatives, successors and assigns of the Grantor, and the Grantees of all individual lots in said subdivision, for the time limited in this instrument:

USES OF PROPERTY

- a) Lots shall be used for providing residence purposes only and no building of any kind whatsoever shall be erected, re-erected, moved or maintained except private dwellings. Such dwellings shall be designed and erected for occupation by, and occupied by, only one single family. A private attached garage or attached car-port for the sole use of the owner or occupant may be provided. A family shall mean one person or a group of two or more persons living together and inter-related by bonds of consanguinity marriage, or legal adoption. The persons thus constituting a family may also include foster children, gratuitous guest and domestic servants. The Grantor may permit the occupation of a dwelling by persons not constituting a family as defined herein provided it finds that such occupancy will not be detrimental to the purposes sought to be obtained by these restrictions.
- b) Notwithstanding that which is contained herein to the contrary, the Grantor, his agents or sales representatives may occupy and use any house built in the subdivision or a temporary building as a sales office for sales of lots and/or houses until all of the lots and/or houses built in this subdivision shall have been sold.
- c) House trailers, boats or boat trailers or commercial vehicles (except while making normal deliveries) shall not be stored or parked on any lot except within a private attached garage or car-port.
- d) No lot in said subdivision may be divided; provided, however, that the Grantor may approve the division of a vacant lot where a portion of said vacant lot is to be combined with an adjoining lot and which thereafter shall be considered to be a part of said adjoining lot for all purposes.

CHARACTER AND SIZE OF BUILDING

- a) No building or other structure shall be commenced, erected or maintained, nor shall any addition to or change or alteration to any structure be made, except interior alterations, until the plans and specifications, prepared by a competent architect showing the nature, kind, shape, height and materials, color scheme, location on lots and approximate cost of such structure and the grading plan of the lot to be built upon shall have been submitted to and approved in writing by the Grantor, and a copy of said plans and specifications as finally approved, lodged permanently with said Grantor.

- b) Fences, garden walls and similar devices may be constructed or erected only after plans and specifications of such proposed fence, wall or other device shall have first been submitted in writing to the Grantor and approved by it. In any event, no fence, other than an ornamental fence not exceeding 3 feet in height, shall extend on either side of the lot toward the front of the lot farther than the rear line of the house.
- c) The Grantor shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable in its opinion for aesthetic or other reasons; and in so passing upon such plans, specifications and grading, it shall have the right to take into consideration the suitability of the proposed building or other structure to be built to the site upon which it is proposed to erect the same, and the harmony as planned in view of the outlook from the adjacent or neighboring properties. It is understood and agreed that the purpose of this paragraph is to cause the platted lands to develop into a beautiful harmonious private residence section, and if a disagreement on the points set forth in this paragraph should arise, the decision of the Grantor shall control.
- d) However, in the event the Grantor shall have failed to approve or disapprove such plans and location within 30 days after the same shall have been delivered to the Grantor, then such approval will not be required provided the plans and location on the lots conform to, or are in harmony with, existing structures in the subdivision, these restrictions, and any zoning law applicable thereto.
- e) In any case, with or without the approval of the Grantor no dwelling shall be permitted on any lot in the subdivision unless in the case of a one story building the ground floor living area shall not be less than 1000 square feet; in the case of a one and a half story building, the ground floor living area shall not be less than 800 square feet; in the case of a multi-level building the first and second level living area shall not be less than 800 square feet; in the case of a two story building the ground floor area shall be not less than 700 (square feet. All garages and/or car-ports, when constructed, must be attached to the dwelling either directly or by use of a covered breezeway and shall not be included in computing square footage.

BUILDING LINES

No building on any of said lots shall be erected nearer than 35 feet to the front lot line or nearer than 8 feet to the side lot line, or nearer than 10 feet to side line on any corner or nearer than 20 feet to the rear lot line, except by written consent of the Grantor which consent the Grantor is empowered to give.

ANIMALS

No chickens, other fowl, horses or livestock shall be kept or harbored on any of the said lots. No animals shall be kept or maintained on any lot excepting household pets for use by the owner and members of his family. No animals shall be kept on the premises for any commercial purpose. Household pets shall have such care as not to be objectionable or offensive an account of noise, odor or unsanitary conditions. Animals may be declared nuisances by Grantor and must be disposed of within 30 days if so requested in writing by the Grantor or its authorized representatives.

SIGNS

No sign or billboard shall be placed or maintained on any lot ex apt one sign advertising the lot or house and lot for sale or lease, and having not more than three square feet of surface and the top of which shall be three feet or less above the ground; provided, however, such other signs may be erected and maintained on lots as are permitted in writing by the Grantor.

EASEMENTS

Easements and rights of way are hereby reserved as shown on the recorded plat. In addition to the above, easements and rights of way are reserved in and over a strip of land six feet in width along all rear and side lot lines wherever it may be deemed necessary for the installation or maintenance of telephone or electric poles, lines or conduits or sewer, gas lines or water mains, for drainage purposes, or for the use of any other public utility deemed necessary or advisable by Grantor. The use of all or a part of such easements and rights of way may be granted or assigned at any time hereafter by the Grantor to any person, firm, governmental unit or agency or corporation furnishing any such service.

REFUSE

No refuse pile or other unsightly or objectionable materials shall be allowed on any of said lots unless the same shall be properly concealed. Refuse, ashes, building materials, garbage and debris of any kind shall be cared for in such a manner as not to be offensive to neighboring property owners. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

LOT OWNERS ASSOCIATION

There has been established the Canterbury Commons Association a lot owners association to consist of the owners of lots in Canterbury Commons No. 1 Subdivision, Canterbury Commons No. 2 Subdivision and Lots 626 to 742 inclusive, 753 to 832 inclusive, 849 and 928 inclusive, and the North 30 feet of Lots 752, 833, 848 and 929 of Oaklands Subdivision, all located in Section 3, Farmington Township, Oakland County, Michigan. Said Canterbury Commons Association is governed by a Board of Directors which shall be the Committee described in paragraph 4 of the "Agreement". Such Committee shall be appointed by the Grantor until a minimum of ninety per cent of the lots in said Subdivisions shall have been sold by the Grantor. Thereafter such Board shall be elected by the members of the Canterbury Commons Association. The purpose of the Canterbury Commons Association shall be the maintenance of the "Parks" in accordance with the "Agreement" and such Association shall also have such other powers as are granted to it by these Restrictions and shall also exercise such powers and functions as shall be set forth in its By-Laws. The Canterbury Commons Association is a non-profit corporation under the laws of the State of Michigan. Subject to the limitations set forth in these Restrictions, the owners of each lot in said Canterbury Commons Subdivisions and the owners of each home site (being 2 or more platted lots) in Oaklands Subdivision shall be entitled to 2 votes in the Association.

MAINTENANCE FUND

- a) All the land included in said plat, whether owned by the Grantor or by others, except streets and parks maintained for the general use of the owners of the land included in said tract, shall be subject to an annual maintenance charge at the rate of \$25.00 per lot commencing January 1, 1966, and at such a rate as may be determined by the Canterbury Commons Association for each year thereafter for the purpose of creating a fund, to be known as the Maintenance Fund to be paid by the respective owners of the land included in said tract to the Canterbury Commons Association annually in advance on the first day of January in each year, commencing with January 1, 1966.
- b) Said annual charge may be adjusted from year to year, after 1966, by the Canterbury Commons Association, as the needs of the property may in their judgment require, but in no event shall such a charge be raised above \$40.00 per lot, except by the approval and consent in writing of 51% of the members of the Canterbury Commons Association, which approval and consent shall make any such additional assessment binding upon all of the owners of said lots.
- c) Said maintenance fund shall be used for such of the following purposes as the Canterbury Commons Association shall determine necessary and advisable: For improving and maintaining "Parks", roadways and entrance-ways of said property; for planting trees and shrubbery and the care thereof; for collecting and disposing of garbage, ashes and rubbish; for employing night watchmen; for caring for vacant property; for removing grass or weeds; for constructing, purchasing, maintaining or operating any community service, or for doing any other things necessary or advisable in the opinion of the Canterbury Commons Association for keeping the property neat or in good order; for expenses incident to the examination of plans as herein provided and to the enforcement of these building restrictions, conditions, obligation reservations, rights, powers and charges.
- d) It is expressly agreed that the Maintenance Fund charge referred to herein, including any expenses incurred in removing or completing any building in accordance with the preceding paragraph, shall be a lien and encumbrance on the land with respect to which said charges are made, and it is expressly agreed that by the acceptance of title to any of said lots, the owner (not including thereby the mortgagee as long as he is not the owner) from the time of acquiring title thereto shall be held to have covenanted and agreed to pay to the Canterbury Commons Association all charges provided for herein which were then due and unpaid to the time of his acquiring the title, and all such charges there- after falling due during the ownership thereof. A certificate in writing issued by the Canterbury Commons Association or its agent shall be given on demand to any owner liable for said charges, which shall set forth the status of such charges. This certificate shall be binding on the said parties hereto.
- e) By his acceptance of title, each owner shall be held to vest in the Canterbury Commons Association the right and power in its own name to take and prosecute all suits, legal, equitable or otherwise, which may in the opinion of the Canterbury Commons Association be necessary or advisable for the collection of such charges.

ASSIGNMENT OF GRANTOR'S RIGHTS

At any time after the sale by Grantor of 9/10 in number of the lots in the said subdivision (execution of a land contract constituting a sale for the purpose of this section) the Grantor may assign or transfer any or all rights, privileges and duties of supervision and control in connection with these restrictions which are reserved herein to the Grantor, to the Canterbury Commons Association, and upon the execution and recording of appropriate instruments of appointment by the Grantor, the said Association shall thereupon

have and exercise all rights reserved to the Grantor, and the Grantor shall be fully released and discharged from further obligations and responsibilities in connection therewith.

VIOLATIONS

Violation of any restriction or condition or breach of any covenant or agreement herein contained shall give the Grantor in addition to all other remedies provided by law, the right to enter upon the land as to which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, sign, thing or condition that may be or exist contrary to the intent and meaning of the provisions hereof, and the Grantor shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

TERM OF RESTRICTIONS

All the restrictions, conditions, covenants, charges and agreements contained herein shall continue in force until December 11, 1989 and shall automatically be continued thereafter for successive periods of 10 years each, provided, however, that after 10 years from the date of recording hereof the owners of the fee of 2/3 or more of the lots in said subdivision may release all or part of said lots from all or any portion of these restrictions by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and recording the same in the Office of Register of Deeds for Oakland County. No change in or release from these restrictions shall be deemed to release any property from its obligation under the "Agreement" or from any provision of these restrictions designed to implement the "Agreement".

SEVERABILITY

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

By-Laws, As Amended in 1999

ARTICLE I: NAME

The name of this Corporation is Canterbury Commons Association, Inc., herein called the "Association".

ARTICLE II: PURPOSES

The purpose or purposes for which the Association is formed are as follows:

1. To exercise all the powers of the Lot Owners Association as described and set forth in the various declarations of restrictions applicable to the Association described in Section 1 of Article III hereof.
2. To supervise and maintain the parks described as Outlots A, B, C and D of Canterbury Commons Subdivision No. 1, Section 3, Town 1 North, Range 9 East, Farmington Township, Oakland County, Michigan, in accordance with the Restrictions Agreement between the Township of Farmington and Home Land Suburban Company, a Michigan corporation, dated September 17, 1964, and recorded in Liber 4627 at Page 366 of the Oakland County Records.
3. To promote the welfare of its members by maintaining and beautifying the several subdivisions in which its members are located, by enforcing building and use restrictions, by representing its members before governmental boards or bodies, by promoting social and recreational activities and by engaging in such other activities as are incidental thereto and not forbidden by the laws of the State of Michigan and with all the powers conferred upon corporations by the laws of the State of Michigan.

ARTICLE III: MEMBERSHIP

Section 1. Definition of Membership

The owners of lots in Canterbury Commons No. 1 Subdivision, Canterbury Commons No.2 Subdivision and lots 626 to 742 inclusive, 753 to 832 inclusive, 849 to 928 inclusive, and the North 30 feet of lots 752, 833, 848 and 929 of Oaklands Subdivision, all located in Section 3, Farmington Township, Oakland County, Michigan, shall be the members of the Association.

Section 2. Land Contract Vendees

Where any of said lots have been sold to executory land contract, the land contract vendees thereof shall be considered to be the owners and members of the Association.

Section 3. Voting Rights of Membership.

Each lot in Canterbury Commons No. 1 Subdivision and Canterbury Commons No. 2 Subdivision shall be a single membership and the owners thereof shall be entitled to two (2) votes in the various meetings of the Association. Each homesite (being two or more

platted lots) located in Oaklands Subdivision shall be considered to be one (1) membership 'in the Association and the owners thereof shall be entitled to two (2) votes at the meetings of the Association.

Section 4. Nominating Committee

At least forty-five (45) days prior to each annual meeting, the President shall appoint a Nominating Committee, of not fewer than three (3) members. It shall be the duty of the Nominating Committee to submit for nomination candidates for each vacancy, including any unexpired vacancy, for which elections are being held. Section 5. Elections: After the nominations of the Nominating Committee have been placed before the members, the President shall call for nominations from the floor. When nominations are closed, Tellers shall be appointed by the President, ballots shall be distributed, the vote shall be taken and tallied by the Tellers, and the results of the election announced. All elections shall be determined by plurality vote, and shall be by ballot except where there is only one nominee for the office. Section 6. Proxies: At all meetings of the members, a member in good standing may vote in person or by proxy, executed 'in writing by the member or his duly authorized attorney in fact. Such proxy shall be filed with the Secretary of the Association before or at the time of the meeting. All proxies shall be valid only for the meeting for which it is filed.

ARTICLE IV: FINANCES

Section 1. Maintenance Fund

Effective January 1, 1999, all maintenance charges (special assessments) which shall remain due and unpaid on the (1 st) day of April of the year in which the said charges are due (on the due date specified in the special assessment) shall thereafter be subject to a Twenty Dollar (\$ 20.00) late charge and a Five Dollar (\$ 5.00) per month record's maintenance fee until all amounts owing are paid.

In no event shall the maintenance charge increase more than the percentage increase in the Consumer Price Index (CPI) since the last fee adjustment. Any increases in the maintenance charge beyond the CPI increase will require the approval and consent in writing of fifty-one percent (51%) of the member of the association, which approval and consent shall make any additional maintenance charge binding upon all members of the association.

The maintenance fund shall be used for such of the following purposes as the Board of Directors shall determine necessary and advisable: for improving and maintaining outlots A,B,C, and D of Canterbury Commons No. I Subdivision, and roadways and entrance ways of the Subdivisions included within the Association; for planting trees and shrubbery and the care thereof, for collecting and disposing of garbage, ashes and rubbish; for employing night watchman; for caring for vacant property; for removing grass or weeds; for constructing, maintaining or operating any community service or for doing any other things necessary or advisable in the opinion of the Board of Directors for keeping the property neat or in good order; for expenses incident to the examination of plans and to the enforcement of building restrictions, conditions, obligations, reservations, rights, powers and charges as applicable to said Subdivisions; for the expenses of operating the Association, including postage, rental of meeting quarters, legal fees, filing and franchise fees and other expenses necessary or incidental to the operation of a corporation.

The annual maintenance charge shall be a lien and encumbrance on the land with respect to which the charges are made. A certificate in writing issued by the Treasurer of the Association shall be given on demand to any member liable for said charges setting forth the status of the charges. The Association shall have the power and right in its own name to take and prosecute all suits, legal, equitable or otherwise, which may, in the opinion of the Board of Directors, be necessary or advisable for the collection of such charges and to take such other steps as it deems expedient to impose said lien upon said land.

Section 2. Special Assessments

Effective January 1, 1999, all maintenance charges (special assessments) which shall remain due and unpaid on the (1st) day of April of the year in which the said charges are due (on the due date specified in the special assessment) shall thereafter be subject to a Twenty Dollar (\$20.00) late charge and a Five Dollar (\$5.00) per month record's maintenance fee until all amounts owing are paid.

Section 3. Failure to Pay Fees or Assessments

Any member who shall be thirty (30) days or more in default in the payment of the annual maintenance charge or in the payment of any special assessment shall not be in good standing and shall not be entitled to vote at any meeting of the Association nor to hold office in the Association until all such delinquencies have been paid.

Section 4. Collection of Maintenance Fees, Assessments and Late Charges

In the event that any member shall fail to pay any annual maintenance fees or special assessments within 120 days after their due date, the Association may institute an action in a court of competent jurisdiction to recover, not only the overdue amount, but in

addition any accrued late charges, recording fees, other assessments and all expenses of collection including filing fees, attorney's expenses up to a maximum of Two Hundred Dollars (\$200.00) and fees for service and process and the like.

ARTICLE V: MEMBERS' MEETINGS

Section 1. Annual Meeting

The annual meeting of the Association shall be held during the month of April in each year beginning with the year 1967 on such date and time and at such place as shall be determined by the Board of Directors and specified 'in the notice thereof.

Section 2. Order of Business at Annual Meeting

The order of business at the annual meeting of the members shall be as follows: (a) Roll call (b) Reading of notice and proof of mailing (c) Reading of minutes of last preceding meeting (d) Report of President (e) Report of Secretary (f) Report of Treasurer (g) Election of Directors (h) Transaction of other business (1) Adjournment Provided that, in the absence of any objection, the presiding officer may vary the order of business at his discretion.

Section 3. Special Members' Meeting

A special meeting of the members may be called at any time by the President or by a majority of the Board of Directors or upon the written request of twenty-five per cent (25%) of the members when submitted in writing to the Secretary.

Section 4. Notice of Meetings of Members

At least five (5) days prior to the date of any meeting, written notice of the time and place of such meetings shall be mailed by first class mail to each member entitled to vote at such meeting at his address shown on the records of the Association. The notice of a special meeting shall state the matters to be considered and no action may be taken on any matter not set forth in the notice of special meeting.

Section 5. Quorum

Twenty-five (25) voting memberships shall constitute a quorum for the transaction of business at any members' meeting.

ARTICLE VI: BOARD OF DIRECTORS

Section 1. Number and Terms of Directors

The business, property and affairs of the Association shall be managed by a Board of Directors composed of nine (9) persons. Six (6) Directors shall be elected at the 1970 annual meeting; three (3) Directors shall be elected for a three (3) year term and three (3) Directors shall be elected for a two (2) year term. Thereafter at each subsequent annual meeting, Directors shall be elected to fill the expiring places on the Board for three (3) year terms.

Section 2. Appointment by Rome and Land Suburban Company

In accordance with the restriction agreements applicable to the various Subdivisions under the jurisdiction of this Association, the Board of Directors shall be appointed by the Home Land Suburban Company, a Michigan corporation, until a minimum of ninety per cent (90%) of the lots *in said Subdivisions shall have been sold by the Home Land Suburban Company. Thereafter the Board of Directors shall be elected by the members of the Association.

Section 3. Vacancies

Vacancies on the Board of Directors shall be filled by appointment made by the remaining Directors. Each person so appointed to fill a vacancy shall serve for the remainder of the term of the Director whom he replaced.

Section 4. Action by Unanimous Written Consent

If and when the Directors shall severally or collectively unanimously consent in writing to any action to be taken by the Association, such action shall be as valid corporate action as though it had been authorized at a meeting of the Board of Directors.

Section 5. Power to Elect Officers

The Board of Directors shall select a President, a Vice President, a Secretary and a Treasurer who shall be members of the Board of Directors. Officers shall hold office for the term of one (1) year or until their successors are elected and qualify.

Section 6. Power to Appoint Other Officers and Agents

The Board shall have the power to appoint such other officers and agents as the Board may deem necessary for the transaction of the business of the Association.

Section 7. Meetings of the Board of Directors

Regular meetings of the Board of Directors shall be held at such times and places as the majority of the Board of Directors may from time to time determine. Special meetings of the Board of Directors may be called at any time by the President or Secretary or by a majority of the Board of Directors. Directors shall be notified in writing of the time, place and purpose of special meetings of the Board at least (3) days prior thereto. Any Director shall, however, be deemed to have waived such notice by his attendance at any meeting.

Section 8. Quorum

A majority of the Board of Directors shall constitute a quorum for the transaction of business.

Section 9. Compensation

No director or officer shall receive any salary or compensation for his services to the Association unless otherwise specially ordered by the Board of Directors or by By-Law.

Section 10. Indemnification

Any person shall be indemnified and reimbursed by the Association for expenses reasonably incurred by him and liabilities imposed upon him in connection with or arising out of any action, suit or proceeding, civil or criminal, or threat thereof, 'in which he may be involved by reason of his being or having been a director or officer of the Association: provided, however, that no person shall be so indemnified or reimbursed (a) in relation to any matter in such action, suit or proceeding as to which he shall finally be adjudged to have been guilty of breach of duty as a director, officer, or employee of the Association or (b) 'in relation to any matter in such action, suit or proceeding, in addition, had no reasonable cause to believe to be in the best interests of the Association and, in a criminal action or proceeding, in addition, had no reasonable cause to believe that his conduct was unlawful. The determination whether the conduct of such person met the standard required in order to entitle him to indemnification and reimbursement in relation to any matter described in (a) or (b) of the preceding sentence may be made by the Board of Directors of the Association or by a court of competent jurisdiction.

ARTICLE VII: OFFICERS

Section 1. President

The President shall be the chief executive officer of the Association. He shall preside over all meetings of the Board and of the members. He shall have general and active supervision of the business of the Association subject, however, to the right of the Board of Directors to delegate any specific power except such as may be by statute exclusively conferred upon the President, to any other officer or Director of the Association. He shall be ex officio a member of all committees.

Section 2. Vice President

In case the office of President shall become vacant by death, resignation or otherwise, or 'in case of the absence of the President or his disability to discharge the duties of his office, such duties shall for the time being, devolve upon the Vice President who shall do and perform such other acts as the Board of Directors may, from time to time, authorize him to do.

Section 3. Secretary

The Secretary shall attend all meetings of the members and of the Board of Directors and shall preserve in books of the Association true minutes of the proceedings of all such meetings. He shall give all notices required by statute, by-law or resolution. He shall perform such other duties as may be delegated to him by the Board of Directors.

Section 4. Treasurer

The Treasurer shall have custody of all corporate funds and shall keep in books belonging to the Association full and accurate accounts of all receipts and disbursements. He shall deposit all moneys in the name of the Association in such depositories as may be designated for that purpose by the Board of Directors. He shall disburse the funds of the Association as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the Board of Directors at the regular meetings of the Board and at the annual meeting of the members an account of all his transactions as Treasurer and of the financial condition of the Association. The Board of Directors may require the Treasurer to give bond for the faithful performance of his duties.

Section 5. Audit

The Treasurer before entering upon his duties shall give a proper bond with good and sufficient surety, in amount and character to be determined by the Board of Directors, conditioned upon the faithful performance of his trust. The cost of such surety bond shall be paid for by the Association.

The Treasurer shall make or cause to be made an annual audit of the books and records, and an examination of the business and affairs of the Association for the year, by three (3) members of the Association who are not members of the Board of Directors, and a full report of said audit shall be made to the members at the annual meeting.

ARTICLE VIII: Canterbury Commons Association Inc. Excerpts from Declaration of Restrictions

Uses of Property

- a) Lots shall be used for providing residence purposes only and no building of any kind whatsoever shall be erected, re-erected, moved or maintained except private dwellings. Such dwellings shall be designed and erected for occupation by, and occupied by, only one single-family.
- b) A private attached garage or attached car-port for the sole use of the owner or occupant may be provided...
- c) House trailers, boats or boat trailers or commercial vehicles (except while making normal deliveries) shall not be stored or parked on any lot except within a private attached garage or carport."

Character and Size of Building

- a) No building or other structure shall be commenced, erected or maintained, nor shall any addition to or change or alteration to any structure be made except interior alterations, until the plans and specifications, prepared by a competent architect showing the nature, kind, shape, height and materials, color scheme, location on lots and approximate cost of such structure and the grading plan of the lot to be built upon, shall have been submitted to and approved 'in writing by the Grantor and a copy of said plans and specifications as finally approved lodged permanently with said Grantor.
- b) Fences, garden walls and similar devices may be constructed or erected only after and specifications of such proposed fence, wall or other device shall have first been submitted in writing to the Grantor and approved by it. In any event, no fence, other than an ornamental fence not exceeding three feet 'in height shall extend on either side of the lot toward the front of the lot farther than the rear line of the house.
- c) The Grantor shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable in its opinion for aesthetic or other reasons; and in so passing upon such plans specifications and grading, it shall have the right to take into consideration the suitability of the proposed building or other structure to be built to the site upon which it is proposed to erect the same, and the harmony as planned in view of the outlook from the adjacent or neighboring properties. It is understood and agreed that the purpose of this paragraph is to cause the platted lands to develop into a beautiful harmonious private residence section, and if a disagreement on the points set forth in this paragraph should arise, the decision of the Grantor shall control.
- d) However, in the event the Grantor shall have failed to approve or disapprove such plans and location within thirty days after the same shall have been delivered to the Grantor, then such approval will not be required provided the plans and location on the lots conform to, or are in harmony with existing structures in the subdivision, these restrictions, and any zoning law applicable thereto.
- e) In any case, with or without the approval of the Grantor, no dwelling shall be permitted on any lot in the subdivision unless in the case of a one-story building the ground floor living area shall not be less than 1000 square feet; 'in the case of a one and a half story building the ground floor living area shall not be less than 800 square feet; in the case of a multi-level building the first and second level living area shall not be less than 800 square feet; in the case of a two-story building the ground floor area shall not be less than 700 square feet. All garages and/or car-ports when constructed, must be attached to the dwelling, either directly or by use of a covered breezeway, and shall not be included 'in computing square footage.

Animals

No chicken, other fowl, horses or livestock shall be kept or harbored on any of the said lots. No animals shall be kept or maintained on any lot except being household pets for use by the owner and members of his family. No animals shall be kept on the premises for any commercial purpose. Household pets shall have such care as not to be objectionable or offensive on account of noise, odor or unsanitary conditions. Animals may be declared nuisances by Grantor and must be disposed of within 30 days if so requested in writing by the Grantor or its authorized representatives."

Signs

No sign or billboard shall be placed or maintained on any lot except one sign advertising the lot or house and lot for sale or lease, and having not more than three square feet of surface and the top of which shall be three feet or less above the ground; provided, however, such other signs may be erected and maintained on lots as are permitted *in writing by the Grantor.”

Refuse

No refuse pile or other unsightly or objectionable materials shall be allowed on any of said lots unless the same shall be properly concealed. Refuse, ashes, building materials, garbage and debris of any kind shall be cared for in such a manor as not to be offensive to neighboring property owners. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.”

ARTICLE IX: INDEMNIFICATION OF LIABILITY FOR OFFICERS & DIRECTORS

The association shall assume liability for and limit liability of Officers and Directors of the Association to the limits of liability set by the provisions of Public Act 170 of the Michigan Public Acts 1987. A resolution to amend the Articles of Incorporation to adopt the provisions of this act was passed by a vote of the membership at the 1989 Annual Membership Meeting. The amendment has been filed with the Michigan Department of Commerce.

AMENDMENTS

These bylaws may be amended, altered, changed, added to or repealed by the affirmative vote of a majority of the members entitled to vote at any regular or special meeting of the members if notice of the proposed amendment, alteration, change, addition or repeal be contained in the notice of the meeting; provided, however, that no amendments may be made to these By-Laws which would contradict, restrict, or otherwise conflict with any of the restrictions recorded for the Subdivisions included within the jurisdiction of this Association.

AMENDMENT I

Article IV Section 1, paragraph I has been amended as follows: each member shall pay to the Association the annual maintenance charge, which charge shall become due and payable annually in advance on the first (1 st) day of March in each year beginning with March 1, 1993. All maintenance charges shall remain due and unpaid on the first (1st) day of April of the year in which said charges are due shall thereafter be subject to a ten dollar (\$10.00) late charge and a one dollar (\$1.00) per month record’s maintenance fee until all amounts owing are paid.