

BY-LAWS OF KINGS POINTE HOME OWNERS ASSOCIATION

These Restated Bylaws Of Kings Pointe Home Owners Association incorporate the original Bylaws and all Amendments duly adopted by the membership of the Association and are current as of October 1, 2012.

ARTICLE I IDENTIFICATION

Section 1. Name. The name of the corporation is Kings Pointe Home Owners Association.

Section 2. Registered Office and Resident Agent. The corporation shall have and continuously maintain in Oakland County, State of Michigan, a registered office and a resident agent. The corporation may change its registered office and its resident agent by resolution duly adopted by the Board of Directors.

Section 3. Seal. The Corporation may conduct its affairs without the use of a corporate seal.

Section 4. Fiscal Year. The cooperation shall conduct its financial affairs on a fiscal year beginning the first day of January of each year and ending on the thirty-first day of December following.

ARTICLE II CORPORATE PURPOSES

Section 1. Specific Purpose. The purpose of this corporation shall be as stated in the Articles of Incorporation, to wit:

To control, develop, maintain and improve all common areas, cul-de-sacs, and entranceways; to aid and represent each member of the association in dealing with any person, company or governmental agency whose action or inaction is reasonably deemed to adversely affect the best interests of the members of the association; to represent one or more or all of the members of the association at any time when such representation is reasonable required to carry out any properly established association purpose and to do and carry out such other and further action and functions as may be reasonably considered as being in the best interests of the members of the association.

Section 2. In furtherance of the purposes set forth in Article II, Section 1, the corporation may and shall do any and all acts not inconsistent therewith, including but not by way of limitation,

- a. maintaining the common areas, entranceways and cul-de-sacs, including contracting for services necessary to maintain said areas in a neat, physically attractive and functional condition;
- b. contract for other necessary services, such as snow removal, electric light service for streets and entryways;
- c. enforce building and use restrictions;
- d. represent the members before any government body or agency, or in dealing with persons or companies for the benefit of the membership;
- e. promote social activities and harmonious interaction among the members;
- f. do any and all other acts which may be necessary or incidental to any of the above;
- g. obtain and maintain such liability insurance as is necessary to protect the interests of the association.
- h. publish and distribute a periodic newsletter and directory of members to keep members informed of items of mutual concern and interest.

Section 3. General Purposes. The association shall supervise and maintain all of the common areas within the several Kings Pointe Subdivisions in accordance with the agreement between the Township of Farmington and Mayfair Village Land Company as same appears of record at the Office of the Oakland County Register of Deeds, and further exercise all of the powers and privileges set forth in said agreement.

ARTICLE III MEMBERSHIP

Section 1. Non-Stock Corporation. This corporation is organized on a non-stock basis. Membership of the corporation is and shall be limited to the number and qualifications of members as is hereinafter fixed by these By-laws.

Section 2. Every person who shall, either jointly or severally, own any platted lot within Kings Pointe Subdivision No. 2 or any subdivision or subdivisions hereinafter platted and lying adjacent thereto and within the east 1/2 of the southwest 1/4 of Section 4, Town 1 north, Range 9 east, Farmington Township, Oakland County, Michigan, shall automatically and mandatorily become a member of said association immediately upon acquisition of such interest and occupancy or rental of the residence constructed thereon and shall thereafter remain subject to the provisions of the by-laws governing the association from time to time.

Section 3. Certificate of Membership. Membership may be evidenced by a certificate prepared in a form approved by the Board of Directors.

Section 4. Transferability of Membership. Membership shall be transferred only by assignment or sale or by inheritance upon the death of the owner of record of title to a lot, and all rights of membership belonging to the former owner shall inure to the subsequent assignee, vendee, heir or legatee. Evidence of such transfer shall be established by a recorded instrument transferring title as the same appears on the records of the Register of Deeds, Oakland County, Michigan.

Section 5. In the event of a foreclosure sale, membership will be transferred to the purchaser at said foreclosure sale. In the event certificates of membership are in use, the Secretary of the corporation is authorized to execute and effect the transfer of a membership by proper endorsement upon the certificate of membership of the former owner, or by preparing a new certificate.

Section 6. Voting Rights. For the purpose of voting rights, each member shall be entitled to one (1) vote, subject to the provisions of Section 5(a) of Article VII of these By-Laws.

Amended by 1-A, 6/8/76

ARTICLE IV MEETINGS OF MEMBERS

Section 1. Place of Meetings. All meetings of the members shall be held at the registered office of the corporation or at such other place as may be designated by notice of the meeting of the members.

Section 2. Regular Meetings. A meeting of the general membership designated by the Board of the Directors as the annual meeting shall take place once in a calendar year. The failure of the membership to hold an annual meeting shall not cause a forfeiture or dissolution of the corporation.

Section 3. Notice of Annual or Mid-year Meeting. Written notice of the regular meetings of the membership shall be given to each member at least fourteen (14) days before the date of the meeting and said notice shall state the time and place of the meeting.

Section 4. Special Meetings. Special meetings of the membership may be called by the President or by a majority vote of the Board of Directors, or upon the written request of any twenty-five (25) members delivered to the Secretary.

Section 5. Notice of Special Meetings. Written notice of any special meeting of the membership shall be given to every member at least seven (7) days before the date fixed for the meeting, and said notice shall state the time, place and purpose of the meeting.

Section 6. Limitation of Business Transacted. Business transacted at any special meeting of the membership shall be limited to the purposes stated in the notice. Any business may be brought before either the annual or mid-year meeting whether with prior notice or not.

Section 7. Quorum. Twenty-five percent (25%) of the memberships of the several Kings Pointe subdivisions which are current in the payment of their dues shall constitute a quorum. In the absence of a quorum, members present shall have the power to adjourn the meeting from time to time without notice other than an announcement at the meeting, until such time as a quorum shall be present. At any such adjourned meeting at which a quorum shall be present, any business may be transacted at the meeting as originally noticed.

ARTICLE V DIRECTORS

Section 1. Number. The members shall elect a Board of not less than five and no more than ten Directors and all Directors must be members in good standing of the Association.

Section 2. First Board. The first Board of Directors shall number seven (7) and shall be elected by the membership.

Section 2.1. Election and Tenure. Each Director so elected shall hold office for a term of two years, or until his successor shall be elected and qualified.

Section 3. Vacancies and Newly Created Directorships. Vacancies occurring by reason of death, resignation or removal of a Director, or occurring by reason of the creation of a new Directorship resulting in an increase in the authorized number of Directors shall be filled by the majority vote of the surviving or other Directors. Any Director so chosen shall hold office until the next annual or mid-year meeting of the membership or until his respective successor is duly elected or appointed and qualified.

Section 3.1. Changing the Number of Directors. Subject to the limitation imposed by Section 1 of the Article, the number of Directors to sit on the Board may be adjusted by a simple majority of all votes eligible to be cast at any regular or special meeting of the membership.

Section 4. Function of Board of Directors. The business and property of the corporation shall be managed and controlled by, and the administration of the affairs of this corporation shall be vested in, the Board of Directors; and said Board may exercise all powers of the corporation and do all lawful acts and things that are not by statute or be these By-Laws directed or required to be exercised by the membership or the officers of the corporation.

Section 5. Place of Meeting. The directors may hold their meeting in such place or places within or without this State as a majority of the Board of Directors may from time to time determine.

Section 6. Meetings. Meeting 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 all meetings of the Board, except the regular annual meeting held immediately after the annual meeting of the membership at least seven (7) days prior thereto. Any Director shall, however, be deemed to have waived such notice by his attendant at any meeting.

Section 6.1. Annual Meeting. The first meeting of each newly elected Board of Directors shall be held immediately following the adjournment of the meeting of the membership and at the place thereof. No notice of such meeting to the Directors shall be necessary in order to constitute the meeting, providing a quorum be present. In the event such meeting is not so held, the meeting may be held at such time as shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors.

Section 6.2. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by the Board of Directors.

Section 6.3. Special Meetings. Special meeting of the Board of Directors may be called by the President

or the Chairman of the Board, and shall be called by the Secretary upon a written request of a majority of the Directors. Written notice of such meetings shall be given to each Director at least seven (7) days before the meeting. The notice need not specify the business to be transacted.

Section 7. Waiver of Notice. Any Director may waive notice of any meeting of the Directors by execution of written notice. Such execution shall be equivalent to the giving of the required notice, and such waiver may be executed before, at or after the time of the meeting.

Section 8. Quorum. At all meetings of the Board of Directors, a majority of the Board shall constitute a quorum for the transaction of business and the actions of a majority of such quorum shall constitute the acts of the entire Board. If a quorum be not present at any meeting, the Director present may adjourn the meeting from time to time and without written notice until such time as a quorum shall be present.

Section 9. Vacancies. A director may resign at any time by giving notice to the President, or to the Secretary. Vacancies in the Board of Directors be reason of death, resignation, removal, increase in the number of Directors or otherwise shall be filled by the remaining members of the Board, by vote of a majority of the Directors then in office (though less than a quorum) and each person so elected shall be a Director until his successor is elected by the membership, who may make such election at the next annual meeting of the membership or at any special meeting duly called for that purpose.

Section 10. Action by Unanimous Written Consent. If and when all the Directors shall severally or collectively consent in writing to any action to be taken by the Corporation, such action shall be as valid as though it had had been authorized at a meeting of the Board of Directors, effective as of the date said written consent is filed in the minute book by the Secretary of the Corporation.

Section 11. Removal. The entire Board of Directors or any individual Director may be removed from office without assigning any cause by the vote of a majority of the membership.

Section 12. Compensation. No salary shall be paid to any Director.

Section 13. Executive and Other Committees.

a. The Board of Directors, by a resolution passed by a majority of the whole Board, may designate any three (3) or more of their number to constitute an Executive Committee, which, during the intervals between the meetings of the Board of Directors and subject to such limitations as may be required by law or imposed by resolution of the Board of Directors, shall have, and may exercise all of the authority of the Board of Directors in the management of the Corporation, except the power to fill vacancies in the Board of Directors, to remove officers, or to amend the By-Laws.

b. The Board of Directors, by resolution passed by a majority of the whole Board, may designate one or more members of the association to constitute any other committee who shall have only such powers as are expressly granted to them in such resolution.

c. The Board of Directors shall have the power at any time to increase or decrease the number members of any such committee, to fill vacancies thereon, to change any member thereof, and to change the functions or terminate the existence thereof.

d. All such committees, if the Board of Directors shall not have designated a Chairman thereof, shall elect from their membership a Chairman. All such committees shall elect a Secretary who need not be a member of the committee and shall keep minutes of all meeting of the committee, which shall be submitted to the succeeding meeting of the Board of Directors for approval. Regular or special meetings of any such committee may be held in like manner as provided in these By-Laws for regular or special meetings of the Board of Directors, and a majority of any such committee shall constitute a quorum at any such meeting.

e. Homeowners wishing to alter the exterior of their homes or lots (including any additional structures added) must submit plans in advance to the Board for approval. The Board will designate members to constitute a committee to review such plans. The Board can prescribe penalties for noncompliance with this section. Such penalties will become a lien and encumbrance upon the member's property.

ARTICLE VI
OFFICERS

Section 1. Selection. The officers of the corporation shall be chosen by the Board of Directors at its first meeting after each annual meeting of the membership, and shall be a President, and shall be a Director, and a Vice President, a Secretary, a Treasurer, and such additional Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board, in its discretion, may deem necessary and appropriate and in the best interest of the corporation, and such other officers and agents shall hold their offices for such terms and shall exercise only such powers and perform only such duties as shall be determined from time to time by resolution of the Board.

Section 2. Compensation. No salary shall be paid to any officer.

Section 3. Tenure. The officer of the corporation shall hold office at the pleasure of the Board of Directors. Any officer elected or appointed by the Board may be removed at any time by the Board “for cause” or “without cause.” Any vacancy occurring in any office by reason of the resignation, removal or otherwise of any officer, shall be filled by the Board of Directors.

Section 4. The President. The President shall be the chief executive officer of the corporation and shall preside at all meetings of the membership and all meetings of the Board of Directors and shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the Board of Directors are carried out into effect. He shall have the power and authority to execute on behalf of the corporation all instruments requiring such execution except to the extent that signing and execution shall be expressly delegated by the Board of Directors to such other officer or agent of the corporation.

Section 5. Vice-President. The Vice President shall act under the direction of the President, and in the absence of disability of the President, shall perform the duties and exercise the power of the President. He shall also perform such other duties and such other powers as the Board of Directors may from time to time prescribe. In the event there shall be more than one Vice President, the Board of Directors shall designate the order of seniority of the Vice Presidents and in such case the duties and powers of the President shall descend to the Vice Presidents in such specified order of seniority.

Section 6. The Secretary. The Secretary shall act under the direction of the President and subject to such direction. He shall attend all meetings of the membership and all meeting of the Board of Directors and record all proceeding thereof and shall perform like duties for any meeting involving the membership or the officers or the Board of Directors when requested. He shall give or cause to be given notice of all meetings where these By-Laws require notice and shall perform such other duties as may be prescribed by the President and the Board of Directors.

Section 7. Assistant Secretaries. The Assistant Secretaries, if any there be, shall perform the duties and exercise the powers of the Secretary in the absence or disability of the Secretary and shall perform such other duties and have such other powers as the President or the Board of Directors may from time to time prescribe.

Section 8. The Treasurer. The Treasurer shall act under the direction of the President, and subject to such direction and shall have the custody of all corporate funds and securities and shall keep or cause to be kept, full and accurate accounts of receipts and disbursements in the books of account of the corporation. He shall deposit all monies and valuable effects of the corporation in the name and to the credit of the corporation in such depository as may be designated for such purpose by the Board of Directors. He shall disburse the funds of the corporation as may be ordered by the President or the Board of Directors and shall render to the President and to the Board of Directors and to the membership, when requested or required, an account of all his transactions as Treasurer and the financial condition of the corporation.

Section 9. Assistant Treasurer. The Assistant Treasurer, if any there be, shall perform the duties and exercise the powers of the Treasurer in the absence or disability of the Treasurer and shall perform such other duties and have such other powers as the President or Board of Directors may from time to time prescribe.

Section 10. Delegation of Duties. In case of the absence of any officer of the Corporation, or for any other reason that the Board may deem sufficient, the Board may delegate, for the time being, the powers or duties, or any of them, of such officer to any other officer, or to any director, provided a majority of the entire Board concurs therein.

ARTICLE VII
ASSESSMENTS

Section 1. Annual Maintenance Fund. Each member shall pay to the Association the current annual due amount by February 28th of that calendar year. The annual assessment may not be increased except by an affirmative vote of at least two-thirds of the existing membership eligible to vote at that time who cast a ballot within 45 days of being notified of such vote

Section 2. Special Assessments. The corporation, through the affirmative vote of two-thirds of the members, may fix and levy special assessments upon the members as and if the same may be required from time to time.

Section 3. Equality of Assessments. Any and all assessments which any member shall be required to pay shall be assessed against each member in an equal sum of money and not otherwise.

Section 4. Limitations. For the purpose of assessments only, all persons holding joint ownership of a single lot within the several subdivisions shall be considered as a single member.

Section 5. Enforcement. All annual and special assessments shall be and become a lien and an encumbrance upon the lot of each member as of the due date of such assessment and shall remain such until paid.

a. Any member who shall be twenty-one (21) or more days in default in the payment of any annual or special assessment shall automatically lose all voting rights at any meeting of this Association and shall not hold any office in this Association until such time as all assessments are paid current.

b. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the lien provided for in Section 5. The Association may also assess fines for the late payment or non-payment of assessments. Interest shall accrue on any delinquent assessment at the rate of 7% per annum.

The Association shall have the right to foreclose the lien either by judicial action or by advertisement and the provisions of Michigan law pertaining to foreclosures of mortgages by judicial action or advertisement, as the same may be amended, are to be followed in any lien foreclosure action.

Neither a lawsuit for a money judgment nor a foreclosure action shall be commenced until the expiration of 10 days following written notice to the homeowner, mailed by first class mail to the property address, advising of the delinquency and advising that the Association may invoke any of its remedies to collect the amount due if the delinquency is not paid within 10 days of the date of mailing.

The expenses, of any kind and nature, incurred by the Association in collecting unpaid assessments, including but not limited to interest, court costs, recording fees, and actual attorney fees (not limited to statutory attorney fees) shall be chargeable to the homeowner and shall be secured by the lien on the Lot.

In the event that any other provision in the Bylaws is deemed to be in conflict with this Amendment, this Amendment shall control.

Section 6. New Members - First Year Assessments. *(Eliminated by amendment 2/2003)*

Section 7. Termination During Year. No rebate for current dues shall be made by the Association to any member which terminates during the year.

Section 8. Use of Dues and Assessments By Association. The monies derived from annual dues and assessments shall be used, in accordance with the specific purposes of the Association as set forth in Article II, Section 1, for the expenses of operating the Association and for such other expenses and costs reasonably necessary or incidental to the purposes herein expressed.

The use of annual assessment monies shall be subject to the control of the Board of Directors.

Monies derived from special assessments shall be subject to the control of the Board of Directors and shall be limited to the specific purpose for which this special assessment was made.

All paragraphs of this section are subject to Article II, Section 1.

Section 7. The Board of Directors must submit an annual budget to the membership for their approval at the annual membership meeting.

ARTICLE VIII
SPECIAL CORPORATE ACTS

Section 1. Execution of Negotiable Instruments. All checks, drafts, notes, bonds, bills of exchange and orders for payment of money of the corporation shall be signed by the president and by a Vice President, the Treasurer or the Secretary.

Section 2. Execution of Deeds or Contracts. All deeds, conveyances, mortgages, leases, options and all kinds or manner of contracts or agreements to which the corporation shall be a party, shall be executed in the name of the corporation by the President and by the Vice President, the Treasurer or the Secretary.

ARTICLE IX
ASSOCIATION POLICIES

Section 1. It is the policy of this Association that no homeowner shall erect, maintain or permit to exist on any residential lot, commons area or open space within the several Kings Pointe Subdivisions any above ground swimming pool. Above ground swimming pool within the meaning of this Section shall be defined as any pool with a height greater than 30 inches above grade level. Nothing in this section shall prevent the use or existence of a children*s wading pool which is less than 30 inches in depth during the months of May through September of any year.

Amended by #1C, 6/8/76

Section 2. It is the policy of this Association to prohibit and to enforce the provision against the use of any and all motorized vehicles on commons area excepting only those which have been authorized for landscaping and construction purposes.

Section 3. It is the policy of this Association that garbage, trash and/or rubbish shall not be placed at curbside prior to the morning of the designated pickup day. *Added by amendment 1F, 6/8/76*

Section 4. These By-Laws hereby incorporate by reference building and use restrictions (deed restrictions) currently in force for Kings Pointe Subdivision.

Section 5. It is the policy of the Association to prohibit the use of herbicides or pesticides in the common areas except as may be required by recognized health or environmental situations. Cul-de-sac islands are exempt from this policy.

ARTICLE X
MISCELLANEOUS PROVISIONS

Section 1. Giving Notice. Any notice required by statute or these By-Laws to be given to the shareholders, or to any Officer of the Corporation, shall be deemed to be sufficient to be given by depositing the same in a post office box in a sealed postpaid wrapper, addressed to such shareholder, Director or officer at his last know address, as the same appears on the record of the Corporation, and such notice shall be deemed to have been given at the time of such mailing.

Section 2. Audits. The Board of Directors shall cause the financial records of the Corporation to be audited as required and funded by the Board and a report shall be made to the membership at a regular meeting of same. For this purpose the Board may appoint a committee of Directors or may engage independent public accountants. The Treasurer shall be present during such audits to answer any questions, but shall not conduct or take an active part in the audit procedures.

ARTICLE XI
AMENDMENTS

Subject to the statutes of the State of Michigan made and provided in the case of non-profit corporations, these By-Laws may be amended by a majority vote of the membership entitled to vote at any meeting of the membership, provided, however, that no article or section of these By-Laws which provides a method of amendment shall be limited or controlled by this article. The Board of Directors shall have no authority to amend any article or section of these By-Laws.

AMENDMENT #1 TO THE BY-LAWS
OF
KINGS POINTE HOMEOWNERS ASSOCIATION

The following amendments to the By-Laws of KINGS POINTE HOMEOWNERS ASSOCIATION were duly adopted by the membership concurrently with the adoption of said By-Laws, at the duly convened meeting of members of June 8, 1976.

- (A) ARTICLE III, SECTION 6 is amended by inserting the following at the end of the section:
“In no event shall there be more than two (2) votes allotted to the owners of any one (1) lot in the Kings Pointe Subdivisions.”
- (B) ARTICLE V, SECTION 9 is amended by changing the words “Annual meeting” at the end of LINE 9 to read “regular meeting.”
- (C) ARTICLE IX, SECTION 1 is amended by changing the words “between” at the end of LINE 9 to “during” and the words “May and September” to “May through September.”
- (D) ARTICLE VII, SECTION 1 is amended by inserting on LINE 2, the words “Seventy-Five and 00/100 (\$75.00) Dollars.”
- (E) ARTICLE VII is further amended by adding Section 1.1 as follows:
“Section 1.1. For the year 1976 ONLY dues shall be \$38.00 and shall be payable on July 1, 1976.”
- (F) Adding new SECTION 3 to ARTICLE IX as follows:
“Section 3. It is the policy of this Association that garbage, trash and/or rubbish shall not be placed at curbside prior to the morning of the designated pickup day.”

AMENDMENT #2 TO THE BY-LAWS
OF
KINGS POINTE HOMEOWNERS ASSOCIATION

The following Amendment to the By-Laws of KINGS POINTE HOMEOWNERS ASSOCIATION were duly adopted by the membership at the properly convened meeting of members on October 17, 1978, at which a quorum was present and voting.

Article V Section 2.1 is Amended to read

Section 2.1 Election and Tenure.

- A. Election of directors shall be made at the annual meeting of the association in April of each year.
- B. Each director shall hold office for a term of two (2) years, or until his/her successor shall be elected and qualified.
- C. One half (or as close as is practical) of the directorships shall stand for election in each year. Whenever the board shall consist of an odd number of directors, the extra directorship shall stand for election in the calendar year(s) ending in an “odd digit.”
- D. For the year 1979, being the first election under this amended section, the incumbent directors shall be free to determine among their number which directorships shall stand for election in 1979, with the remainder to stand for election in 1980.
- E. All other By-Laws which may be in conflict with this section shall be deemed amended to the extent required to be consistent herewith.

AMENDMENT #3 TO THE BY-LAWS
OF
KINGS POINTE HOMEOWNERS ASSOCIATION
(April, 2003)

1 Article IV — Section 2 shall be amended to read as follows:

Regular Meetings — A meeting of the general membership designated by the Board of the Directors as the annual meeting shall take place once in a calendar year. The failure of the membership to hold an annual meeting shall not cause a forfeiture or dissolution of the corporation. (Current wording is more specific on meeting dates)

2 Article V — Section 1 shall be amended to read as follows:

Number - The members shall elect a Board of not less than five and no more than ten Directors and all Directors must be members in good standing of the Association. **(Current wording requires between 7 and 15)**

3 Article V — Section 2.1 shall be amended to read as follows:

Election and Tenure — Each Director so elected shall hold office for a term of two years, or until his successor shall be elected or qualified. **(Current wording limits the number of one-year terms)**

4 Article V — Section 13(e) shall be added to read as follows:

Homeowners wishing to alter the exterior of their homes or lots (including any additional structures added) must submit plans in advance to the Board for approval. The Board will designate members to constitute a committee to review such plans. The Board can prescribe penalties for noncompliance with this section. Such penalties will become a lien and encumbrance upon the member's property. **(Incorporates intent of deed restrictions)**

5 Article VII - Section 1 shall be amended to read as follows:

Each member shall pay to the Association the current annual due amount by February 28th of that calendar year. The annual assessment may not be increased except by an affirmative vote of at least two-thirds of the existing membership eligible to vote at that time who cast a ballot within 45 days of being notified of such vote. **(This will help us conduct votes more efficiently)**

6 Article VII - Section 5(b) shall be amended to add the following: including but not limited to prescribing monetary penalties for nonpayment which shall become a lien and an encumbrance upon the member's real property. **(This will help clarify our existing collection options)**

7 Article VII — Section 6 shall be eliminated. **(Related to proration of dues for newly built houses)**

8 Article IX — Section 4 shall be added to read as follows:

These By-Laws hereby incorporate by reference building and use restrictions (deed restrictions) currently in force for Kings Pointe Subdivision. **(This will help clarify our rights and restrictions)**

9 Article IX - Section 5 shall be added to read as follows:

It is the policy of the Association to prohibit the use of herbicides or pesticides in the common areas except as may be required by recognized health or environmental situations.

10 Article X — Section 2 shall be eliminated. **(Current law requires an annual audit)**

AMENDMENT NO. 4 TO THE BYLAWS OF
KINGS POINTE HOMEOWNERS ASSOCIATION

The following Amendment to the Kings Pointe Homeowners Association Bylaws was duly adopted by a majority vote of the membership entitled to vote at a meeting of the membership held on :

1. Article VII, Section 5. b., as amended, shall be replaced, in its entirety, with the following provision:

b. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the lien provided for in Section 5. The Association may also assess fines for the late payment or non-payment of assessments. Interest shall accrue on any delinquent assessment at the rate of 7% per annum.

The Association shall have the right to foreclose the lien either by judicial action or by advertisement and the provisions of Michigan law pertaining to foreclosures of mortgages by judicial action or advertisement, as the same may be amended, are to be followed in any lien foreclosure action.

Neither a lawsuit for a money judgment nor a foreclosure action shall be commenced until the expiration of 10 days following written notice to the homeowner, mailed by first class mail to the property address, advising of the delinquency and advising that the Association may invoke any of its remedies to collect the amount due if the delinquency is not paid within 10 days of the date of mailing.

The expenses, of any kind and nature, incurred by the Association in collecting unpaid assessments, including but not limited to interest, court costs, recording fees, and actual attorney fees (not limited to statutory attorney fees) shall be chargeable to the homeowner and shall be secured by the lien on the Lot.

In the event that any other provision in the Bylaws is deemed to be in conflict with this Amendment, this Amendment shall control.

2. Except as amended above, the Bylaws, as amended, are reaffirmed.

Dated:

Kings Pointe Homeowners

By:

**BUILDING AND USE RESTRICTIONS
KINGS POINTE SUBDIVISION NO. 6**

WHEREAS, Mayfair Village Land Company (herein sometimes designated the Grantor) is the owner of certain lands situated in the City of Farmington Hills, Oakland County, Michigan and more particularly described as:

Lots 116 through 145 both inclusive, Kings Pointe Subdivision No. 6 being a part of the Southwest 1/4 of Section 4, Town 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan according to the plat thereof as recorded in Liber 154, Pages 11, 12, and 13, Oakland County Records.

WHEREAS, the above described lots are subject to a certain Agreement for Planned Unit Development (PUD) entered into by and between Mayfair Village Land Company and the Township of Farmington under date of the 24th day of January, 1972 and recorded in Liber 5837, Pages 883, Oakland County records, and

WHEREAS, it is the intent and purpose of Mayfair Village Land Company to subject the above described lots to certain uniform building and use restrictions and certain other conditions, obligations, reservations, rights, powers and charges as are hereinafter set forth.

NOW THEREFORE: It is declared that to the end that the above described lots may develop into a fine residential community, the following restrictions shall constitute the general plan for the improvement and development of said subdivision and same shall become, be and remain binding on all of said lots and upon all present and future owners and occupants of said lots and their respective heirs, successors, administrators, executors and assigns.

LAND USE. All numbered lots in the subdivision shall be known, described and used as residential lots. No permanent structure shall be erected, placed or maintained or permitted to remain on any lot except when same shall be a single family dwelling and a private garage for not less than two (2) nor more than three (3) automobiles, which said garage shall conform to the architectural design of the residence and attached thereto and such other buildings and auxiliary structures as may be consistent with or incidental to the specific use of the lots as herein established. No structure of a temporary character, no trailer, basement, tent, shack, garage, barn or similar building shall be used as a residence either temporarily or permanently. No temporary building shall be permitted to remain on any lot except insofar as same may be necessary or incidental to the promotion and sale of the several lots or necessary or incidental to the construction of a permitted structure.

LOT SIZE. No lot shall be reduced in size. Lots may be enlarged by consolidation of adjoining lots providing consolidated lots are under single ownership. In the event lots are consolidated, the consolidated lot shall be used for a single family residential dwelling and all of the restrictions herein contained shall apply to consolidated lots as if same had not been consolidated.

SET-BACK RESTRICTIONS. No portion of any residential building shall be located less than 35 feet back from the front lot line of any lot nor less than 35 feet forward from the rear lot line of any lot unless such rear lot line shall abut a park. The total of the two (2) side yard set-backs shall be at least 20 feet and no one side shall be less than eight (8) feet from the adjacent side lot line. Notwithstanding the foregoing and in the event of any dispute or ambiguity, set-back restrictions shall be determined by the applicable zoning ordinance of the Township of Farmington in effect at the time the building permit for the structure is applied for. The within set-back restrictions also may be modified, as to any given lot or lots, through official action taken by the City of Farmington Hills Board of Zoning Appeals.

MINIMUM TOTAL FLOOR AREA. No single story home shall have a total floor area of less than 1,400 square feet. No two-story home shall have a total floor area of less than 1,800 square feet and shall have a minimum of 1,000 square feet on the first or main floor. Any home which shall be architecturally classified as a "multi-level" home (other than a two-story home) shall have no single floor (1) as herein described, with an area of less than 650 square feet. The term "floor area" as herein used shall mean that area finished and intended for full year usage and shall not include open or screened porches, patios, breezeways or garages. Any variation between the areas herein established and any zoning ordinance adopted by the Township of Farmington shall be controlled by such ordinance. In all other instances the final interpretation of the term "floor area" shall, in the event of a dispute, be vested solely and irrevocably in the Grantor or its duly authorized representatives.

GRADE AND DRAINAGE PLAN. The grade and drainage plan established and approved by the Grantor for each individual lot in the subdivision may not be altered, changed or modified in any way whatsoever without the prior written consent of the Grantor or its duly authorized representative. It is to be understood that this provision is established not only for the purpose of maintaining a physically attractive and aesthetically pleasing area but also to prevent improper or damaging flow or discharge of surface water from one area within the subdivision to another.

FENCES. No fence or wall of any kind whatsoever may be erected, built or constructed on any lot or on any lot line without the prior written approval of Mayfair Village Land Company or its designated agent. The withholding of permission to construct fences shall be the absolute right of Mayfair Village Land Company, subject only to overriding fencing requirements established by the City of Farmington Hills. The erection, construction or building of any wall or fence without such prior written approval shall in no circumstances be deemed a waiver or abrogation of the restrictions by this paragraph provided.

SPECIAL EASEMENTS. Private easements for public utilities (which include restrictions on the use of land) have been granted to Detroit Edison Company and to Michigan Bell Telephone Company. Each lot in the subdivision will be conveyed subject to such restrictions, which appear as a matter of public record either on the recorded plat or as a part of recorded agreements or both.

PLAN APPROVAL. No lot may be graded or cleared nor any construction of any kind whatsoever commenced nor any building or other structure of any kind erected on any lot nor shall any addition, alteration or change be made affecting any exterior portion of any existing building or structure until the same is approved in writing by the Grantor or its duly authorized agent. Such approval may be obtained only by prior submission, in duplicate, of 1) the proposed grading plan, including the surface drainage plan, 2) complete building plans and specifications, and 3) the proposed elevation.

Within fifteen (15) days from and after receipt of all of the foregoing documentation, the Grantor will, in writing, approve or disapprove the submission in full or in part. The failure of the Grantor to take any action within said fifteen (15) day period may be considered by the applicant as the Grantor's approval of the submission. In the event of a dispute, the determination of the Grantor in approving or rejecting all or any part of the submitted material shall be absolute and final.

NUISANCES. No noxious or offensive activity shall be carried on or permitted upon any lot or upon the outlot, nor shall any act be done or permitted within the subdivision which is or may be an annoyance or a nuisance to adjacent or other owners, and all owners within the subdivision shall strictly conform to any and all regulations of each and every governmental agency having jurisdiction thereover.

SIGNS. Other than signs used for promotional purposes during development and construction, no sign shall be displayed to the public view on any lot except one sign not more than six (6) square feet used to advertise property for sale or rent and such signs shall be maintained in good condition and shall be promptly removed upon termination of use.

LIVESTOCK AND POULTRY. Other than dogs, cats or birds kept as household pets, no animals, livestock birds or poultry of any kind shall be raised, bred or kept on any lot or in any building or other structure erected on any lot.

REFUSE. No lot shall be used or maintained as a collection area or dumping ground for rubbish or debris of any kind. Trash and other forms of waste shall be kept in sanitary containers and concealed from public view.

TRAILERS AND COMMERCIAL VEHICLES. No trailer, camper, truck or commercial vehicle shall remain parked on any street or side drive within the subdivision except when present on business, and then only for such period of time as is reasonably necessary.

HOMEOWNERS ASSOCIATION. Mayfair Village Land Company has caused to be incorporated under the laws of the State of Michigan, a non-profit corporation known as Kings Pointe Homeowners Association. Every person who shall, either jointly or severally, own any platted lot within Kings Pointe Subdivision No. 6 shall automatically and mandatorily become a member of said Association immediately upon acquisition of such interest and occupancy or rental of the residence constructed thereon and shall thereafter remain subject to the provisions of the by-laws governing the Association from time to time.

The principal purposes of the Association shall be the control, development and maintenance of the common areas, parks, cul-de-sacs and entranceways within the total development (being that portion of the area already platted and that portion to be platted hereafter) subject to and in accordance with the aforementioned general development plan between Mayfair Village Land Company and the Township of Farmington and subject also to such other and further limitations and restrictions as may be imposed, from time to time, by any governmental agency having jurisdiction over all or any part of any area within the several subdivisions, and to carry out such other functions as may be considered to be in the best interests of a majority of the members of the Association.

Association members shall be assessed an annual maintenance charge of not less than Twenty-Five (\$25.00) Dollars and not more than Seventy-Five (\$75.00) Dollars, the exact amount to be established by the Board of Directors of the Association in accordance with its by-laws. In the event any Association member fails to pay the established annual maintenance charge within sixty (60) days from and after due date for payment, the association shall have the power and authority, in its own name, to bring an action in any court of competent jurisdiction to recover the unpaid amount. Under no circumstances shall any lot be charged a greater or lesser maintenance charge than that established for all of the other lots in the subdivision and the number of owners of any given lot shall have no bearing on the maintenance charge assessed against any given lot and the owner or owners thereof. The established maintenance charge may be increased or decreased upon the affirmative voice of at least two-thirds of the members of the Association present and voting at any duly constituted meeting of the Association.

USE OF PARKS. All parks (common areas) appearing on any plat for any of the Kings Pointe Subdivisions shall be used exclusively for the benefit of the lot owners in the several Kings Pointe Subdivisions and shall be subject to their exclusive right of use. Such rights shall not be personal but shall be considered appurtenant to said lots and shall pass with title thereto whether so specified in the instrument of conveyance or otherwise. Parks shall be preserved for the exclusive use of the members of the association and their guests for recreational purposes and such other purposes as may be consistent with the development plan submitted by Mayfair Village Land Company and approved by the Township of Farmington. The natural resources of the parks shall be preserved by the members of the Association in as near a natural condition as is reasonably possible. The use of these areas may be changed as provided in the aforementioned Agreement for Planned Unit Development (PUD) and by the affirmative vote of at least two-thirds of the members of the Association present and voting at any properly convened meeting of the Association (a single vote to be permitted each lot).

GENERAL CONDITIONS.

(1) Anything herein to the contrary notwithstanding or otherwise not herein provided for, any and all provisions of any local zoning ordinance or other ordinance, or public health law, or regulation shall apply to the use of the premises and all requirements established by law and relating to the use of the premises shall be complied with.

(2) In the event any court of competent jurisdiction shall declare void any covenant or any part thereof herein contained, such determination shall not affect the validity of the remaining covenants and provisions hereof, and the same shall remain in full force and effect.

(3) Any person protected by the provisions hereof may seek enforcement of such provisions in any court of competent jurisdiction against any person who shall violate or attempt to violate any provision hereof.

(4) These covenants shall run with the land and shall be binding on any party subject thereto and all persons claiming thereunder for a period of twenty-five (25) years from and after the date of the recording hereof.

Thereafter these covenants shall be extended automatically for successive periods of five (5) years unless altered, in whole or in part, by recording or a written instrument executed by the then owners of a majority of the lots.

IN WITNESS WHEREOF, MAYFAIR VILLAGE LAND COMPANY, Grantor, has this Sixth day of February, 1978 caused these restrictions to be executed.

WITNESSED IN THE PRESENCE OF:

MAYFAIR VILLAGE LAND COMPANY
30233 Southfield Road, Suite 205
Southfield, Michigan 48074

Dorothy Joswiak

By _____
Irving A. Fader
President

Mary Lou Szott

By _____
Marvin R. Rollins
Secretary-Treasurer

STATE OF MICHIGAN
COUNTY OF OAKLAND

On this 6th day of February, 1978 before me, a Notary Public in and for said county, personally appeared Irving A. Fader as President and Marvin R. Rollins as Secretary-Treasurer of Mayfair Village Land Company, a Michigan corporation, and acknowledged execution of the foregoing to be the free act and deed of said corporation.