

# **Fox Hollow- Homeowners Bylaws**

**Updated April 2025**

Fox Hollow Subdivision, part of the Northwest ¼ Section 9, T. 1 S., R. 8 E., Northville Township, Wayne County, Michigan, beginning at the west ¼ corner of Section 9, T1S, R8E and proceeding thence along west line of Section 9, N 00 degrees 56'55 W., 1650.44', (said line also being along east line of Blue Herron Pointe, Wayne County Condominium Subdivision Plan No. 227, consolidating Master Deed recorded in Liver 26266, Deeds, Page 24), thence N 89 degrees 03'05" E., 100.94" to the waters edge of Elizabeth Lake; thence Southerly, Easterly and Northeasterly along the waters edge of said lake, 889' more or less, to a point, distant S 89 03'05"W., 74.65' from point "B" on the intermediate traverse line, which point "B" is located the following three courses along said intermediate traverse line, from Point "A", S. 65 degrees 10'47"E., 133.25'; and N. 89 degrees 03'05"E., 770.20'; and N. 61 degrees 18'03" E., 124.41' to point "B" on the intermediate traverse line, thence S. 00 degrees 90'19" W., 349.87'; thence south 00 degrees 11'48" E., 1264.41', (last described course being in part along the westerly boundary of Pickford Meadow, a subdivision recorded in Liber 103, plats, pages 97 through 100, Wayne County Records) to the Northeast corner of Glen Meadows Sub No. 1 recorded in Liber 90 of plats, page 37, Wayne County Records, said corner being on the east and west ¼ line of Section 9, thence along said east and west ¼ line and the northerly boundary of Glen Meadows Subdivision No. 1., S. 87 degrees 25'46"W., 1283.59" to the west ¼ corner of Section 9 and the point of beginning, consisting of 37 lots numbered 1 through 37, both inclusive and two private parks and containing 47.3031 acres. Subject to the rights of the public and of any governmental unit in any part thereof used, taken or deeded for street, road, or highway purposes. Further subject to all easements and restrictions of record.

Parcel Number 77 034 04 0037 401

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## TABLE OF CONTENTS

<b>Introduction.....</b>	<b>5</b>
<b>Purpose.....</b>	<b>5</b>
<b>Section 1. Definitions.....</b>	<b>6</b>
<b>Section 2. A Nonprofit Entity.....</b>	<b>6</b>
<b>Section 3. Compliance.....</b>	<b>7</b>
<b>Section 4. Membership And Voting Rights.....</b>	<b>8</b>
Membership.....	8
Voting Rights.....	8
Meeting of Members.....	8
<b>Section 5. Board Of Directors.....</b>	<b>9</b>
Board of Directors.....	9
Meetings of Board of Directors.....	9
Vacancies, Board of Directors.....	9
Officers.....	10
Election, Term of Office.....	10
Removal of Directors or Officers.....	10
Vacancies, Officers.....	10
President.....	10
Vice President.....	10
Secretary.....	10
Treasurer.....	11
<b>Section 6. Dues/Assessments/Insurance.....</b>	<b>11</b>
<b>Section 7. Maximum. Annual Assessment.....</b>	<b>12</b>
Notice and Quorum for Actions Authorized Above.....	13
Notice of Annual Assessments and Due Date.....	13
Right of the Township or County to Assess.....	14
Insurance.....	14
Indemnification.....	14
<b>Section 8. Committees/Rules and Regulations.....</b>	<b>14</b>
Architectural Committee/Review Process.....	14
Committee Approval.....	15
Preliminary Plans.....	15
Required Plans, Specifications, and Information for Final Approval.....	15
Approval Time Schedule.....	16
Construction Completion.....	16
Disapproval of Plans or Improvements.....	16
Appeal from Architectural Committee.....	16
Committee Liability.....	17
Liability Insurance.....	17
Other Committees.....	17
Rules and Regulations.....	17



Amendments.....	17
Copies to Members.....	17
Severability.....	18
<b>Section 9. Preservation of Character of Environment.....</b>	<b>18</b>
Presence of Utility, Construction and Recreational Vehicles.....	18
Laundry.....	19
Swimming Pools.....	19
Exterior Lighting.....	19
Antennas.....	19
Generators.....	19
Temporary Structures.....	19
Recreational Structures and equipment.....	19
Trash Cans.....	19
Burning Trash.....	20
Street Parking.....	20
<b>Section 10. Building &amp; Use Restrictions.....</b>	<b>20</b>
Residential Use of Homes.....	20
Style of Building.....	21
Character and Size of Building.....	21
Garages.....	21
Lot Splits.....	21
Combination of Lot.....	21
No building on any lot shall be erected nearer than:.....	21
Exterior Surface of Dwellings.....	22
Septic Tanks.....	22
Fences and Walls.....	22
Windows and Door walls.....	22
Chimneys.....	22
Underground Lines.....	23
Mailbox.....	23
Basketball Backboards.....	23
Building Lines.....	23
Low Phosphorus Fertilizer.....	23
Driveways and Walkways.....	23
Sidewalks.....	23
Signs.....	24
Animals.....	24
Weapons.....	24
Refuse.....	24
Lease Restrictions.....	24
<b>Section 11. General Maintenance Obligations.....</b>	<b>24</b>
Landscaping and Lawn Care.....	25
Landscape Violations:.....	25
Exterior Home Maintenance.....	25
Prohibited Conditions.....	25

1. Abandoned or inoperable vehicles may not be stored in driveways or visible areas.....	25
Litter and Pollution of Common Area.....	25
<b>Section 12. Destruction of Building by Fire, Etc.....</b>	<b>26</b>
Commencement of Building.....	26
Construction Completion.....	26
<b>Section 13. Floodplains and Wetlands.....</b>	<b>26</b>
Regulated Wetlands.....	27
Tree and Woodlands Protection.....	28
<b>Section 14. Northville Township License.....</b>	<b>28</b>
Dedication of Common Area.....	29
Lot Owner's Easement of Enjoyment.....	29
Limitations of Easements.....	29
Delegation of Use.....	30
Utility and Storm Drainage Easement.....	30
Necessity Easement.....	30
Signage.....	30
Easement Restriction.....	31
<b>Section 15. GENERAL PROVISIONS.....</b>	<b>31</b>
Fines.....	31
Enforcement.....	31
Severability.....	31
Amendment.....	32



## **Introduction**

These Bylaws of the Fox Hollow Homeowners Association (the "Association") are adopted to govern the administration and operation of the Association in accordance with its Articles of Incorporation and the Declaration of Covenants, Conditions, and Restrictions (CC&Rs). These Bylaws establish the rights, duties, and responsibilities of the Association, its Board of Directors, and its members to promote the orderly management of the community.

## **Purpose**

The purpose of the Association overall is to:

1. Maintain and enhance the value, desirability, and attractiveness of all properties within the Association.
2. Establish standards for the maintenance, use, and enjoyment of common areas and individual properties.
3. Promote the safety, welfare, and interests of all residents.
4. Provide for the enforcement of these covenants, conditions, and restrictions in a fair and consistent manner.

## **Section 1. Definitions**

1. Association: Refers to The Fox Hollow Homeowners Association the governing body responsible for enforcing these Covenants, Conditions, and Restrictions
2. Board of Directors: The elected body responsible for the administration of the Association.
3. Common Areas: All property owned or maintained by the Association for the collective use and benefit of members.
4. Lot: Any numbered lot shown on the recorded Plat of the Subdivision. "Parcel" may be used interchangeably with "Lot" and shall consist of the same definition.
5. Owner: The record owner of any Lot within the community.
6. Architectural Control Committee: shall mean the committee appointed in accordance with the provisions of the "Committees/Rules and Regulations" section below.
7. By-Laws: shall mean and refer to the By-Laws of the Association.
8. Improvement: shall mean every change, alteration, or addition to the Lot from its existing condition prior thereto, including, but not limited to, every building of any kind, fence, wall, swimming pool, patio, deck, concrete area, asphalt area, bricked area, sidewalk, walkway, tennis court, gazebo, or other structure or recreational facility which may be erected or placed on any lot, any drainage system that may be established thereon, any driveway or landscaping thereon, or the water or sewer systems or any part thereof on any Lot.
9. Member: shall mean and refer to those persons entitled to membership in the Association, as provided in this Declaration.
10. Plat: shall mean and refer to the plat of the subdivision, recorded, or to be recorded in the Office of the Wayne County Register of Deeds.
11. Subdivision: shall mean and refer to Lots 1 through 37 inclusive.

## **Section 2. A Nonprofit Entity**

The Association operates as a nonprofit entity, and its actions shall align with applicable local, state, and federal laws. The Association shall also have the following powers:

1. To manage and administer the affairs of, and to maintain a development of single family homes, composed of Fox Hollow Subdivision, consisting of lots 1 through 37, both inclusive, as recorded with the Register of Deeds Office in Wayne County.
2. To make reasonable rules and regulations to further the enjoyment of all homeowners of the Subdivision.
3. To enforce its rules and regulations (and all those that it has given power and authority to enforce) by all legal methods, including, without limitation, imposing fines and late payment charges, or instituting eviction or legal proceedings.
4. To levy and collect assessments, both regular and special assessments, against and from the members of the Association and to use the proceeds for the purposes of the Association, and to enforce assessments through liens and foreclosure proceedings where appropriate.
5. To carry insurance and to collect and allocate the proceeds thereof, and to restore, repair or rebuild its common property, or any portion thereof, after occurrence of casualty.



6. To promote the health, safety and welfare of the homeowners and residents of the subdivision and to enforce the Declaration, Conditions and Covenants affecting the subdivision.
7. To contract for, and employ, and to discharge, persons or business entities in the management, operation, maintenance, and administration of its affairs, and to enforce the covenants, rules and regulations.
8. To acquire, own, hold, control, improve, manage, maintain, and to buy, sell, convey, assign, transfer, mortgage or lease (as Landlord or tenant), or otherwise deal in, any real or personal property, including, but not limited to, common areas, parks, storm water retention areas, drains, easements, rights-of-way, licenses, or any other real or personal property, to benefit the members of the corporation and to further any of the purposes of the corporation.
9. To borrow money and issue evidence of indebtedness in furtherance of any and all purposes of the business of the corporation, and to secure the same by mortgage, pledge or other lien on its property; provided, however, that any such action shall be authorized by the Board of Directors of the Association in conformity with and in the manner as may be prescribed by the ByLaws of the Association, and approved by a majority of the association members in accordance of the by-laws.
10. To sue or assert claims on behalf of the members, as their representative, with respect to its property or any part of it, and the Subdivision's Declarations, Conditions and Covenants
11. In general, to enter into any kind of activity, and to do any and all lawful things and acts which the Association, at any time, and from time to time, shall, in its discretion, deem to be in the best interests of the members of the Association, to pay all costs and expenses in connection therewith, and in connection with any and all of the purposes of the Association, and further, to do any and all lawful things which may be advisable, proper, authorized or permitted to be done by the Association and by virtue of any condition, covenant, restriction, reservation, charge or assessment affecting any or all of the lots of the Subdivision herein, or any portion thereof, and to do and perform any and all acts which may be either necessary for or incidental to the exercise of any of the foregoing powers, or for the peace, health, comfort, safety, or general welfare of the members of the Association, and further, to do any and all things and exercise all rights and powers permitted to non-profit corporations organized under the State of Michigan.

### **Section 3. Compliance**

All homeowners and residents of Fox Hollow are subject to these Bylaws, and compliance with them is required to ensure the smooth governance of the Association. These Bylaws may be amended from time to time as provided herein.

## **Section 4. Membership And Voting Rights**

### **Membership**

Every Lot Owner automatically becomes a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of a Lot.

### **Voting Rights**

Each Lot owner shall be entitled to one vote for each Lot owned. When more than one person owns an interest in a lot, all such persons shall be members of the Association; however, only one vote shall be allowed for each Lot, and the vote for such lot, when more than one person owns a Lot, shall be exercised by the designated representative of the Co-Lot Owners, as they shall determine. The name of the designated representative of the Co-Lot Owners shall be provided to the Association in writing, at least ten (10) days prior to any meeting, at which said designee intends to vote, or the name of the designated representative may be provided to the Association at the time of the meeting if all Co-Lot Owners are present at the meeting, and the majority thereof agree as to the designated representative for the Lot. In no event shall more than one vote be cast with respect to any one Lot. If notice of a designated representative is not properly given, the vote related to a Lot will be suspended in the event more than one person seeks to exercise said vote.

Voting rights may be suspended if an Owner is delinquent in paying assessments or in violation of Association rules.

### **Meeting of Members**

Meetings of members shall be held annually on a date, time and place which shall be designated by the Board of Directors for the purpose of electing the members of the Board of Directors and to transact such other business as shall be stated in the written notice of the meeting. Meetings of the Association shall be conducted in accordance with Roberts Rules of Order, when not otherwise in conflict with the Articles of Incorporation, these By-Laws or the Laws of the State of Michigan.

Special meetings of the members may be called at the request of a majority of the Board of Directors, or upon written petition filed with the President setting forth the purpose or purposes of such special meeting signed by not less than 10% of the members in good standing. The Board of Directors shall fix the date, time and place for holding such a special meeting.

A. Notice of meetings of members shall be given by first class mail or by personal delivery or other means reasonably calculated to give notice to each member at residence address at least fifteen (15) days but not more than thirty (30) days prior to the date of such meeting. Such notice shall state the purpose or purposes of such meeting. Notice by mail shall be effective when deposited into a United States Postal Service receptacle located in Wayne County, Michigan. Email is considered a reasonable method of all communications.

B. The presence at the meeting of the members of fifty (50%) percent of the Association, being present in person, by absentee ballot, or by proxy shall constitute a quorum for holding a meeting of the Association. Any absentee ballot or proxy must contain a verification of the signature; which verification shall be completed by a financial institution signature guarantee, notarization, identification of signature by signature maintained on file with the Association, or the witnessing of said signature by two (2) members of the Association who are in attendance at the meeting. In the absence of a quorum, no business may be



transacted at any meeting, but the members present, by majority vote, may adjourn the meeting without further notice. The acts of a majority of the members present at a meeting at which a quorum is present shall be the official act of the members.

C. Members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership. When more than one (1) person holds any such interest in any lot, all such persons shall be members. The vote for such a lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one (1) lot, as provided by Section 3.3 of the Declarations, Conditions, and Covenants of Fox Hollow Subdivision.

## **Section 5. Board Of Directors**

### **Board of Directors**

1. The Board of Directors shall have the powers and duties normally enjoyed by directors of nonprofit corporations as more fully provided in the Michigan Nonprofit Corporation Act.

12. The Board of Directors shall consist of five (5) members. The members of the Board of Directors, after the initial two (2) year term to be served by the initial Directors, shall be elected by the members and shall hold office for a period of two (2) years, which term shall expire at the annual meeting or until their respective successor has been duly elected and qualified. Two of the Directors shall have terms which expire on even number years, and three of the Directors shall have terms which expire on odd number years. The Board of Directors shall establish or adjust the initial term, or any subsequent term of any Director, determine the number of Directors with terms expiring in odd or even years when there is an odd number of Directors and shall take such other necessary action to implement this provision. Directors shall be members of the Association in good standing.

### **Meetings of Board of Directors**

1. Meetings of the Board of Directors may be called by or at the request of the President or any two (2) Directors. The person or persons calling meetings of the Board of Directors shall fix the place, date and time for the holding of such meetings.

2. Notice of meetings of the Board of Directors shall be given at least two (2) days previous thereto by written notice delivered personally to each Director at his residence address. Any director may waive notice of any meeting in writing.

3. A majority of the number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. Regardless of the number of Directors present at a meeting to which there is a sufficient quorum, an act of the Board of Directors shall require a positive vote of at least three (3) Board of Directors at all times irrespective of the number of Directors in attendance.

### **Vacancies, Board of Directors**

Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors, though less than a quorum of the Board of Directors is present. A Director elected to fill a vacancy shall be elected for the unexpired term of predecessor in office.

## **Officers**

The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer.

### **Election, Term of Office**

The officers of the Association shall be elected by the Board of Directors. Each officer shall hold office for a period of one (1) year or until the officer's successor shall have been duly elected and shall have qualified.

### **Removal of Directors or Officers**

Any Director or Officer may be removed by three votes of the Board of Directors whenever in its judgment the best interest of the Association will be served thereby in that the Director or Officer is not acting in the best interest of the Association, or as a result of excessive absenteeism by the Director or Officer.

### **Vacancies, Officers**

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, shall be filled by the Board of Directors for the unexpired portion of the term.

### **President**

The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Association. The President shall, when present, preside at all meetings of the members and the Board of Directors. The President may sign, with the Secretary, when authorized by the Board of Directors, any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed. In general, the President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors by resolution from time to time.

### **Vice President**

In the absence of the President or in the event of the President's death, inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers and be subject to all of the restrictions upon the President. The Vice President shall perform such other duties as from time to time shall be assigned to him or her by the President or by the Board of Directors.

### **Secretary**

The Secretary shall keep the minutes of the proceedings of the members and of the Board of Directors in one or more books provided for that purpose and shall see that all notices are given in accordance with the provisions of these by-laws or as required by law. The Secretary shall be a custodian of the Association records and shall keep a register of members with their addresses and shall sign, with the President or Vice President, any documents or written instruments which have been authorized to be executed by resolution of the Board of Directors. The Secretary shall in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.



## **Treasurer**

The Treasurer shall have charge and custody of and be responsible for all funds of the Association, shall receive and give receipts for moneys due and payable to the Association from any source whatsoever and shall deposit all such moneys in the name of the Association in such banks as shall be selected in accordance with the provisions of these by laws. All checks drawn upon Association accounts shall be signed by the Treasurer and one additional director of the Association. The Treasurer shall keep detailed books of account for all expenditures and collection of funds and shall be selected in accordance with the provisions of these by laws. All checks drawn upon Association accounts shall be signed by the Treasurer and one additional director of the Association. The Treasurer shall keep detailed books of account for all expenditures and collection of funds and shall prepare income and expense statements and a balance sheet at least annually. The Treasurer shall in general perform all of the duties as may from time to time be assigned to him or her by the Board of Directors.

## **Section 6. Dues/Assessments/Insurance**

1. The Board of Directors of the Association shall adopt an annual budget of the costs and expenses to be incurred by the Association to fulfill its purposes, the budget shall include an adequate allowance for the maintenance of the Common Areas, storm water retention areas and rear yard drains within the Subdivision. The Board of Directors shall determine the amount of dues and/or assessments to be levied upon the Owners of each lot on a reasonable and uniform basis, on a "per lot" basis, to fund the budget and pay all administration and operating expenses of the Association. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice via email of the annual assessment shall be sent to every Lot Owner subject thereto.
2. Administration and operation expenses shall include all costs and expenses incurred in connection with the Common Areas and Subdivision, including, but not limited to: (a) operating, maintaining, improving and preserving the Subdivision, Common Areas, storm water retention areas and rear yard drains within the Subdivision, (b) enforcing the Building & Use Restrictions; (c) operating the Association, including the payment of postage, rental of meeting quarters, payment of legal fees, accounting, secretarial and clerical expense, liability and property damage insurance and any other necessary insurance, filing and franchise fees and any other expenses necessary or incidental to the operation of the Association, (d) doing all things necessary or advisable in the opinion of the Board of Directors necessary or incidental to fulfilling the purposes of the Association.
3. The Board of Directors shall advise the Owners of each lot of the amount of the annual assessment and any special assessment and the date upon which payment is due. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate permitted by law or flat fee determined by the board. Late fees will be charged each month dues are past due. No Owner may obtain an exemption from liability for annual assessments and special assessments by waiving the use or enjoyment of the Common Areas or Subdivision or by the abandonment of such Owner's lot. All annual assessments and special assessments shall constitute an obligation which is binding upon and run with each Lot in the Subdivision. Any Owner failing to timely pay such annual assessments and special assessments shall be a delinquent member and not in good standing.



4. Each member shall pay the amount of dues and/or assessments levied within the time period granted by the Board of Directors.

5. The Purpose of assessments and fines levied by the Association shall be used exclusively to promote the recreation, health, safety, welfare, common benefit and enjoyment of the Lot Owners in the Subdivision, and in particular, for the improvement and maintenance of the Common Areas owned by the Association, for the payment of taxes and special assessments relating to the Common Areas, and facilities thereon, and any other property under the control of the Association, including any Subdivision entrances, boulevards, berms and for planting and maintenance of trees, shrubs, and grass. For maintaining drainage facilities which service the Subdivision, whether inside or outside of the Subdivision boundaries; for providing community services, and for obtaining insurance for the protection of the Lot Owners, Association Directors, and Committee Members, and for establishing and maintaining appropriate reserves for those purposes; and for the construction, operation and maintenance of all easements, and for the maintenance of the boulevard and required berms.

### **Section 7. Maximum. Annual Assessment**

The annual assessments shall not exceed the following amounts:

1. The annual assessment may be increased each year without a vote of the members by an amount of not more than ten (10%) percent of the assessment for the previous year; and,
2. Special Assessments for Acquisitions and Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy against each Lot Owner in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any acquisition of land or easements to be added to the common areas, the construction, reconstruction, repair or replacement of any roads and improvement upon the common areas and other areas under the control of the Association, including Subdivision entrances and easements for other purposes. Any special assessment shall have the consent of members or of proxies entitled to cast fifty-one (51%) percent of the votes of those present at a meeting duly called for that purpose.

All members of the Association agree to pay to the Association: (1) annual general assessments, (2) special assessments, (3) costs, and (4) fines established through rules and regulations created through the Board of Directors for the Association. Such assessments shall be established and collected as hereinafter provided. The general and special assessments, fines, and costs (which shall consist without limitation, as interest on the unpaid assessment or from, at the highest rate permitted by law, record fees, filing fees, and reasonable attorney's fees), shall be a charge on the Lot, and shall be a continuing lien upon the Lot against which each such assessment, cost and fine is made. Each such assessment, cost, and fines, together with interest thereon, at the highest rate permitted by law, recording fees, filing fees and reasonable attorney's fees and expenses of suit, shall also be the personal obligation of all persons who were the Lot Owners of such Lot at the time such assessment fee and/or fines shall be due.

1. The Rate of Assessment or any special assessments shall be set by the Board of Directors at a uniform rate for all lots
2. In the event of non-payment of any annual assessment or special assessment when due the member shall be considered in default. The Association shall have the right to exercise anyone or more of



the following remedies including all remedies permitted at law or in equity without such constitution an election of remedies as it relates to any default member:

3. Upon a resolution of the Board of Directors, expel and dismiss any delinquent member from membership in the Association resulting in the forfeiture of all rights and privileges incident to such membership. The delinquent member shall be given written notice by certified mail of the date upon which such forfeiture shall become effective unless the delinquent member pays in full all delinquent annual assessments or special assessments on or before such date.
4. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate permitted by law, or flat fee per month determined by the board. The Association may bring an action against the Lot Owners personally obligated to pay the same or foreclose the lien against the Lot; by recording the appropriate lien with the Wayne County Register of Deeds.
5. In addition to the delinquent assessment and interest thereof the Association shall be entitled to recover all costs incurred in the collection of said indebtedness, including, without limitation, recording fees, filing fees, court costs, and reasonable attorney's fees. No Lot Owner may waive or otherwise avoid liability for the assessments by non-use of the common areas or abandonment time Lot.
6. Enforce the collection of the delinquent annual assessment and special assessment by suit at law for a money judgment and/or by the foreclosure of the lien securing payment in the same manner that real estate mortgages may be foreclosed by actions under Michigan law. The expenses incurred in collecting unpaid annual assessments and special assessments, including interest, costs and attorneys' fees and any other expenses paid by the Association to protect its lien, shall be chargeable to the delinquent Owner and shall be secured by the lien upon such Owner's lot.
7. All common area and all other property exempt from taxation by state or local governments or dedicated for public use, shall be exempt from the assessment, fines, costs and lien created herein.
8. The lien of the assessments, fines, interest and costs provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the lien or liability thereof. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien but not the obligation for payment of such assessments as to payments which became due prior to such sale or transfer.

#### **Notice and Quorum for Actions Authorized Above**

Written notice shall be sent to all members not less than fifteen (15) days, more than thirty (30) days in advance of any meeting called for the purpose of taking any action. At the meeting called, the presence of members or proxies entitled to cast fifty (50%) percent of the vote shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum of the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

#### **Notice of Annual Assessments and Due Date**

The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period and determine whether the annual assessment will be payable on a monthly, quarterly, semi-annual or annual basis. Written notice of the annual assessment shall be sent to every Lot Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the

Association as of the date of its issuance.

#### **Right of the Township or County to Assess.**

If the Association fails to levy and collect an assessment for maintenance, and it becomes necessary for the Township or County to incur expenses related to maintenance, the Township or County shall have the right to be subrogated to the powers of the Association to levy and collect assessments and to enforce liens for the collection of such assessments,

#### **Insurance.**

The Association may carry public liability and property damage insurance and such other insurance determined to be necessary by the Board of Directors in amounts and with insurance companies as determined by the Board of Directors. Each member shall be deemed to appoint the Association as his or her true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance and distribution of such insurance, including the execution of all documents and releases of liability in connection therewith.

#### **Indemnification.**

The Association shall indemnify every Association Director, Officer, Architectural Control Committee Member, and Committee Appointee to the fullest extent authorized by the laws of the State of Michigan.

### **Section 8. Committees/Rules and Regulations**

#### **Architectural Committee/Review Process**

The Board of Directors shall appoint the Architectural Control Committee called for in the Declaration. The people serving on the Committee shall serve at the pleasure of the Board of Directors.

The Architectural Control Committee shall consist of three (3) members pursuant to the Declaration of Covenants, Conditions and Restrictions. Two of the Committee Members shall have terms which expire on even years, and one of the Committee Members shall have a term which expires on odd years. The elected or appointed members shall establish and decide which member's initial terms will expire in odd or even years. The Architectural Control Committee may create and implement by-laws, procedures, rules or regulations to further the purpose of the Architectural Control Committee. The Committee shall not have any liability whatsoever for any acts or omissions on their part in their capacity as a committee member, including, without limitation, for the approval or disapproval of any plans or specifications.

1. The purpose of the Architectural Committee shall be to approve the plans and specifications for all dwellings and appurtenant structures or any other buildings, structures, aerials, antennas, fences, landscaping or other improvements ("Improvements"), altered, constructed or modified on any Lot.



2. The Committee shall not have any liability whatsoever for any acts or omissions on their part in their capacity as a committee member, including, without limitation, for the approval or disapproval of any plans or specifications.

### **Committee Approval**

No building, fence, wall, swimming pool, deck, greenhouse, outdoor lighting, or mailbox or other structure, landscaping, or exterior improvements shall be commenced, erected, maintained, removed, or demolished on any Lot, nor shall any exterior addition to or change or alteration therein or change in the exterior appearance thereof or change in landscaping be made until Lot Owner has submitted all required documents and information to the Committee, and the Committee has approved in writing Lot Owner's request.

### **Preliminary Plans.**

Preliminary plans may first be submitted to the Committee for preliminary approval

### **Required Plans, Specifications, and Information for Final Approval.**

1. Lot Owners shall be required to provide, as a minimum, to the Committee, plans, specifications, and information for review and final approval, the following:
2. Complete plans and specifications sufficient to secure a building permit in the Township of Northville, including a dimensioned plot plan showing the Lot and proposed grades which evidence a change of grade at intervals no greater than one-foot. change in grade;
3. Plans which disclose front elevation, side elevation, and rear elevation of the structure, plus elevations of any walls and fences;
4. Plans must disclose structures, development, driveway and landscaping of all adjacent property;
5. A perspective drawing, if deemed necessary by the Committee, to interpret adequately the exterior design;
6. A complete landscaping plan, which shall include, without limitation, the size, type and location of shrubbery, trees and all landscaping materials;
7. Specifications and data as to size, materials, colors, texture of all exteriors, height, shape and kind of all exterior materials to be used, including, without limitation, roof coverings; walkways, mailboxes, any fences and walls;
8. In addition to the specifications and data as to the exterior materials to be used, Lot Owner shall provide samples and color charts when reasonably available; and,
9. Any other data, drawings or materials which the Committee requests in order to fulfill its function.
10. All plans, specifications, data, plot plans, samples, drawings and surveys submitted for Committee review and approval, shall become the sole and exclusive property of the Association, and shall not be

required to be returned to the Owner applicant.

#### **Approval Time Schedule.**

In the event the Committee fails to approve plans, request additional information, or disapprove plans within thirty (30) days after proper submission of required materials and payment of review fees and additional fees requested, then such approval will not be required, but all other limitations, conditions, and restrictions set forth in the Board of Directors shall apply and remain in force as to such plans.

#### **Construction Completion.**

Upon the completion of the proposed plans and specifications, the Applicant, upon request of the Committee or the Board of Directors, shall be required to supply proof, including without limitation, a certificate from a licensed architect that the improvements have been constructed as shown •on the approved plans, specifications and information-. The cost of providing the aforesaid proof shall be the sole obligation of the Lot Owner to the lot where such. improvements have been made. If the Lot Owner refuses or neglects to provide *said* proof within thirty (30) days after said written request to the Lot Owner at Lot Owner's last-known address by First Class Mail or email, the Committee or Board of Directors are authorized to retain such architect or person necessary in order to make the required determination and issue said certification report; said cost and expense to obtain said report shall be charged to the Lot Owner and assessed as a lien against *said* Lot, as it authorized for general and special assessments.

#### **Disapproval of Plans or Improvements.**

The Committee may disapprove plans and/or specifications because of non-compliance with any of the restrictions set forth within this Declaration, or because of dissatisfaction with the grading and drainage plan, the location of the structure on the Lot, the materials used, color scheme, finish, design, proportions, shape, height, size, style, type, landscaping or appropriateness of the proposed improvement or alteration, materials used therein, the kind, share or type of roof proposed to be placed thereon, the number of trees that must be removed, the degree of terrain alteration.

#### **Appeal from Architectural Committee.**

Any member in good standing shall have the right to appeal a decision of the Architectural Control Committee to the Board of Directors within twenty-one (21) days from the time of the decision of the Architectural Control Committee. The time of the decision of the Architectural Control Committee shall be deemed to be upon the mailing or email of the written decision of the Architectural Control Committee to the member or the member's representative. For any member to appeal a decision of the Architectural Control Committee, the member must make a written request to the Board of Directors specifying the area to which the appeal is directed from the decision of the Architectural Control Committee and provide a copy of said appeal to each Director within the aforesaid twenty-one (21) daytime period. The Board of Directors shall then decide on the appeal within a reasonable period of time.



**Committee Liability.**

In no event shall either Association Directors, or the Architectural Review Committee have any liability whatsoever to anyone for their approval or disapproval of plans, specifications, or information that have been submitted, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty, or otherwise. By way of example, neither Association Directors, nor the Architectural Review Committee shall have liability to anyone for approval of plans, specifications, information or the like which are not in conformity with the provisions of this Declaration, or for disapproving plans, specifications, information or the like which arguably are in conformity with the provisions hereof.

**Liability Insurance**

The Association may maintain liability insurance in sufficient amounts for the purpose of protecting itself, as well as the Lot Owner, from the burden of any liability resulting from accidents which may cause death or injury to anyone or damage or casualty to personal property while in the common area or on any property under the jurisdiction or control of the Association.

**Other Committees**

The President or Board of Directors may appoint committees as needed and define their duties. Committees will meet at the call of the President or their chairperson and report to the Board of Directors when requested.

**Rules and Regulations.**

1. The Association may promulgate rules and regulations specifically authorized hereunder and such other rules and regulations as may be reasonably necessary or helpful to achieve the quality of living in the Subdivision desired by the Declarant and the Association. All Lot Owners and their guests and invitees shall abide by such rules and regulations.
2. The Board of Directors may implement rules and regulations in order to carry out the purposes of the Declaration, Conditions and Covenants, to carry out the functions of the Association as the Directors deem same necessary, to further the ends of the Declaration, Conditions and Covenants and to further the enjoyment of the homeowners, including, but not limited to, imposing monetary assessments of \$50.00 per day for violations, commencing ten (10) days after the date of notice of violation of the Covenants, rules and/or regulations, plus costs, expenses, filing fees, interest and actual attorney's fees incurred by the Association arising out of any violation.

**Amendments**

These by-laws may be altered, amended or repealed and new by-laws may be adopted by the Board of Directors at any regular or special meeting of the Board of Directors, by a majority vote.

**Copies to Members**

Copies of these by-laws and any amendments thereto shall be made available to the members upon

request and on our website.

### **Severability**

In the event that any of the terms, provisions or covenants of these By-Laws are held to be partially or wholly invalid or W1 enforceable for any reason whatsoever, such holdings shall not affect, alter, modify or impair in any manner whatsoever the remaining terms, provisions or covenants which shall continue to be valid and enforceable.

## **Section 9. Preservation of Character of Environment**

1. The intent is to preserve the Subdivision as a community suitable for family living and, at the same time, wish to maintain, insofar as possible, the natural character of this beautiful property, and to require all modification of structures to blend into the natural background, rather than stand out against it
2. All modifications to homes constructed within the Subdivision to be carefully tailored to the Lot, as well as being designed to tastefully harmonize with other homes in the development. It is our objective to avoid a neighborhood where homes are too large for the lots and unrelated to each other.
3. The Board of Directors desire to provide for the preservation and enhancement of the property values and amenities in the Subdivision and for the maintenance of certain common areas and areas landscaped within the Wayne County Right-of-Way and to this end desires to subject the Subdivision and the common areas to the easements, covenants, limitations, restrictions, uses, conditions, charges, liens, and agreements set forth herein, each and all of which is and are for the benefit of the Subdivision and each Lot Owner therein.
4. Fox Hollow's private roadways and recreational easements are established and maintained to serve the parcels and their owners. Roadways are for the use of residents and not the general public. As a result driveways and garages are deemed the primary source for owners and guest parking.

### **Presence of Utility, Construction and Recreational Vehicles.**

1. No utility vehicles or equipment, pleasure vehicles or equipment (trailers), recreational vehicles or equipment, or commercial vehicles or equipment, including, but not limited to, mowers, tractors, other lawn or garden equipment, campers, boats, boat trailers, house trailers, mobile homes, tractors, trailers, motor vehicles with commercial license plates, or motor vehicle vans greater than twelve (12) passenger in size, buses, unlicensed motor vehicles or non-functioning motor vehicles shall be stored or parked on any Lot unless stored fully enclosed within an attached garage. This restriction allows for the occasional non recurring temporary parking or storage of the aforesaid excluded items on the owner of the vehicle's Lot for a period not to exceed 72 hours in any period of thirty (30) consecutive days
2. All construction equipment may be present while work is active - when work concludes any equipment must be removed within 72 hours.
3. Temp moving units ( PODS) or Dumpsters are allowed while actively being loaded and/or used. At completion they must be removed as soon as possible, no longer than 72 hours.



**Laundry.**

No laundry shall be hung for drying outside the dwelling, where it is visible from the roadway.

**Swimming Pools.**

No swimming pool may be built which is higher than one (1) foot above the final lot grade. No swimming pool may be built, unless some portion of the pool is within twenty (20) feet of the residence; this restriction may be varied by the Architectural Review Committee, based upon the circumstances of the individual lot. All swimming pools must be constructed so that they drain into either the sanitary sewer or storm sewer system only. A fence is required for safety - abide by state and township rules regarding safety protocols.

**Exterior Lighting.**

No exterior lighting shall be installed or directed so as to disturb the occupants of neighboring lots or impair the vision of traffic on any street. Exterior light must be soft white in hue.

Flood lights / Safety Lighting should be motion detected

**Antennas.**

No radio, television or other communication antennas of any type, which exceed twenty-four (24" inches in height, and/or which exceed twenty-four (24") inches in diameter may be installed on or outside of any residence. Antennas of any size may be installed or placed in the interior of any residence, provided the antenna is not visible from the exterior, and further provided the structure housing the antenna was not constructed solely for the antenna.

**Generators**

If a generator is installed it should be placed on the side or rear of the dwelling. If it is visible from the street it must be surrounded by shrubbery to shield from plain sight.

**Temporary Structures.**

Trailers, shacks, barns, bounce houses, tents, or any temporary buildings of any description whatsoever are expressly prohibited. Tents for entertainment or recreational purposes are permitted for periods not to exceed forty-eight (48) hours.

**Recreational Structures and equipment.**

All playhouses, trampolines and other playtime equipment should be placed in the backyard and not visible from the street to the extent possible.

**Trash Cans**

Trash cans are to be placed at the end of the owners driveway (not in the street) no sooner than the evening before trash/recycling pick up. Receptacles should be removed promptly upon being emptied. Trash cans should be stored not visible from the street.

## **Burning Trash**

No trash shall be burned on any Lot.

## **Street Parking**

1. The Fox Hollow subdivision was designed with narrow streets and lots with very large/long driveways as well as side facing garages holding 2 to 4 vehicles. For the safety of homeowners, the need of emergency vehicles, school buses and maintenance vehicles to be able to pass through our narrow streets, the aesthetics of the subdivision, and courtesy of fellow neighbors the following is required as it related to parking of vehicles:
  - a. Homeowners and their visitors are required to use their garage and driveways as the primary source of vehicle parking.
  - b. In the event additional parking is needed for short term (8 hours or less) purposes the street in front of the owner's home should be used except for houses on cul de sacs during school bus hours and/or in posted fire lanes at any time.
  - c. On the rare occasion that additional parking is needed to extend to the front of another homeowner's residence, permission must be granted by the affected neighbor(s). It is recommended that in these rare instances the street in front of common areas be used.
  - d. When there is snow on the street, parking is prohibited to allow equipment to plow and salt the streets.
  - e. Overnight parking on the streets is prohibited with the exception of parking in front of common areas.
  - f. It is the responsibility of the residents of Fox Hollow to not only follow these requirements but to ensure any of their guests also abide by them. The approach outlined above is clear and reasonable and should satisfy the needs of all residents. If there is repeated abuse of the above stated policy the offending homeowner will be subject to actions outlined in the "General Provisions/Fines" section of this document.

## **Section 10. Building & Use Restrictions**

### **Residential Use of Homes**

1. All lots within the subdivision shall be used exclusively for residential purposes, except as otherwise expressly permitted in these bylaws.
2. No commercial, industrial, or business operations shall be conducted on any lot, except for home-based businesses that do not involve client visits, signage, excessive deliveries, as outlined in Northville Township FAQ "Can I operate a business out of my home?".
3. Each house is designed and erected for occupation by a single private family. A private attached garage for the sole use of the occupants of the Lot, must be properly maintained. Lessees of any home shall be subject to the terms and conditions of this Declaration, the By-Laws, and all rules and regulations pursuant to this Declaration and the By-Laws, all of which shall be incorporated into the Lease of any lot by reference, and any violation of the same by a Lessee shall be deemed to be a violation by the Lessor-Home/Lot Owner and subject that Lot Owner to the same penalties and sanctions as if the Home/Lot Owner himself violated the Declaration, By-Laws, or any rules and regulations.



## **Style of Building**

The architecture and design of any building or structure on any lot within the Subdivision shall follow the style of "Traditional", as defined within the construction industry, specifically excluding, without limitation, any structure that follows a modern or contemporary design, flat-roofed home, or shed roof, no quad-level or ti-level building shall be constructed within the Subdivision. Each home shall be custom designed and of a unique and authentic character and design.

## **Character and Size of Building.**

No dwelling shall be permitted on any Lot unless:

- A. In the case of a two-story building, the living area shall be no less than three thousand (3,000) square feet;
- B. In the case of a one and one-half (1½) story building, the living area shall be no less than two thousand eight hundred (2,800) square feet.
- C. The square footage of any building will not exceed six thousand (6,000) square feet. The size of the building must be in proportion to the size of the Lot, and the adjacent Lot's buildings, if built.
- D. The Architectural Review Committee may, under exceptional circumstances, grant a request to construct or expand a building which size is greater than six thousand (6,000) square feet, if the Architectural Review Committee believes, in its sole opinion, that the building, lot, and circumstances are of a special and unique character and situation, that such exception would not be detrimental to the subdivision. The Architectural Review Committee may deny a request for a building if it determines that the building is too large for the Lot, even though the square footage of the building does not exceed the maximum size requirements- herein.
- E. All computations of square footage for determination of the permissibility of erection of a residence under this section shall be exclusive of basements, attics, garages, patios, porches or similar areas which are not normally classified as living areas. No building greater than two and one-half (2½) stories shall be constructed

## **Garages**

All garages shall be attached and architecturally related to the dwelling. Garage doors shall not face the street on which the residence fronts. The Architectural Review Committee may grant such exceptions to this Restriction as it deems suitable. No garage shall provide space for less than two (2), nor more than four (4) automobiles. Garages under no circumstances can be used as living quarters.

## **Lot Splits**

No parcel may be subdivided or split.

## **Combination of Lot**

No Lot or portion of a Lot shall be combined with another to form a larger parcel. Minimum Yard Requirements.

**No building on any lot shall be erected nearer than:**

1. Thirty-five (35) feet from the front lot line or as allowed by the municipality; nor, Fifty (50) feet from

the rear lot line, or as allowed by the municipality.

2. Approval of a variance by the Architectural Review Committee permitting front, rear or side yards smaller than the above minimums shall be deemed a valid waiver of this Restriction; however, Lot Owner shall be required to comply with the municipal front, rear and side yard requirements unless a variance has been obtained through the municipality.

### **Exterior Surface of Dwellings**

1. The visible exterior walls of all structures on the Lot shall be made of brick, split fieldstone native to Michigan, dry-fit (or its equivalent), wood (painted, treated or stained), stucco, natural cedar, or any combination thereof. No structure shall have a visible exterior wall, which is not finished with any of the aforesaid, and all other materials shall not satisfy this requirement, including, without limitation, cinder block, Texture one-eleven (TI-11), no reverse board and batten, any type of masonite, pressboard, or clapboard siding, vinyl siding, aluminum siding, cement block, asphalt, slag, plywood or imitation brick.

2. With approval of the Architecture Committee new materials may be introduced if the traditional materials are not adequate for maintenance or withstanding exterior conditions.

### **Septic Tanks**

No septic tank systems shall be dug, installed, constructed or maintained on any Lot.

### **Fences and Walls**

1. No fence, wall, or solid hedge may be erected, grown, or maintained in front of, or along the front building line of any Lot; provided, however, that low ornamental walls (of less than 2-1/2 feet in height at normal grade, not on a berm), in architectural harmony with the design of the building, may be erected.

2. All ornamental walls must be constructed of brick, stone or materials used in the construction of the exterior of the structure, but not wood, and must be attached to the structure. However, unattached structural retaining walls and walls as part of a landscaping plan may be approved by the Architectural Review Committee.

3. No fences of any kind may be erected, constructed, or maintained anywhere within the Lot, except fences for: surrounding swimming pools, or otherwise as required by law, and in such event, such fences must be wrought-iron and provided location of said fence shall be approved by the Architectural Review Committee; and (ii) for landscaping or decorative purposes, consisting of LQW ornamental fencing and provided the Architectural Review Committee has approved said fencing and all aspects of said fencing, including, but not limited to height, material and color.

### **Windows and Door walls.**

Windows and doors made of unpainted aluminum or non-factory painted aluminum are prohibited.

### **Chimneys**

1. All chimneys intended for live fires shall be constructed as masonry chimneys have flues lined throughout the entire height, with standard clay lining or other fire resistant material and said chimney



shall vent through the roof. No prefabricated nor sheet metal chimney shall be installed or maintained.

2. No water heater, furnace, or other utility flue or other type of exhaust flue shall be vented through the roof directly; the same must be vented into the masonry chimney, or vented out the side of structure as allowed by code.

#### **Underground Lines.**

All utility lines, including electric, gas, telephone, and cable television, must be installed underground.

#### **Mailbox**

All mailboxes installed on a Lot must be identical in size, design and color. Any replacement mailbox must comply with this restriction and be as identical as possible to the then existing mailboxes of other Association members. Lot Owner shall be obligated to pay for any replacement mailbox. It is required that owners maintain new mailboxes installed in 2024.

#### **Basketball Backboards**

No basketball backboards shall be allowed unless backboard is made of acrylic and/or other transparent materials

#### **Building Lines**

The location of any house on a Lot shall be subject to approval of the Architectural Control Committee. The house should be within seven (7) feet of all other house building lines adjacent to, and within close proximity to, the subject house. Any Lots on a street curve shall have the house located in such a fashion to coincide with the street curve and create a smooth transition from the curve of the street.

#### **Low Phosphorus Fertilizer**

Only low phosphorus fertilizer shall be used on any land within the Subdivision.

#### **Driveways and Walkways**

All driveways, aprons, parking areas and walkways must be paved with black asphalt, brick-paver, or combination thereof. If the homeowner is changing the material of their driveway the Architectural Committee must provide approval.

#### **Sidewalks**

No sidewalks shall be installed by any Lot Owner, unless sidewalks are required by the Township of Northville; in the event that the Township requires the installation, construction and maintenance of sidewalks, the individual Lot Owners shall be responsible for the cost and expense of constructing, installing and maintaining said sidewalks.

### **Signs**

No sign or billboard of any kind shall be placed, erected, or maintained on any Lot, except one sign of not more than five (5) square feet shall be allowed, advertising the property for sale, which sign shall be removed within ten (10) days after a Purchase Agreement has been entered into.

### **Animals**

No farm animals, livestock, poultry, or wild animals shall be kept, raised, bred or harbored on any lot, nor shall any animals be kept or bred for commercial purposes. Domestic animals commonly deemed to be household pets (including without limitation, dogs, cats, exotic birds, tropical fish) may be kept by the Owner and members of his household, so long as such pets shall have such care, so as not to be objectionable or offensive to others, due to noise, odor or unsanitary conditions.

When walking dogs, homeowners are required to clean up after them on other's lots as well as the common areas.

### **Weapons**

No lot owner or his invitees or guests, shall use or discharge within the Subdivision, any B-B guns, air rifles, bow and arrows, crossbows, firearms, rifles, shotguns, handguns or pellet guns.

### **Refuse**

No lot owner shall allow the lot to be used or maintained as dumping ground for rubbish, trash, brush, garbage, or other waste. All refuse must be kept in sanitary containers, properly concealed from public view. Garbage containers shall not be left out at the roadways for more than 24 hours in any seven-day period.

### **Lease Restrictions**

No Lot Owner shall lease and/or sublet less than the whole of any dwelling on said lot. No lease shall be for a period less than one (1) year.

## **Section 11. General Maintenance Obligations**

All homeowners are responsible for maintaining their properties in a clean, safe, and aesthetically pleasing condition. This includes, but is not limited to, the upkeep of landscaping, exterior surfaces, roofs, driveways, fences, and any other visible structures on the property.



### **Landscaping and Lawn Care**

1. Lawns must be regularly watered, mowed, edged, and kept free of weeds and debris. Edging is required along the street.
2. Leaves should be raked on a regular basis during the fall season. If your leaves are excessive and impacting your neighbors or have been not addressed throughout the fall a landscaping violation notice will be sent. No Leaves should be dumped in the common areas. Or debris of any kind.
2. Trees, shrubs, and plants must be trimmed to prevent overgrowth. They should not intrude onto neighboring properties or common areas.
3. Dead or diseased trees must be removed promptly to prevent hazards. Tree stumps must be removed promptly for safety and aesthetic reasons.
4. Planters are limited to 6 on any property visible from the street.
5. No artificial plants or trees are permitted on the exterior
6. Mulch should be natural, black or brown. If an alternate color is desired the architectural committee should be consulted.
7. Flower beds should have a natural edge or other material approved by the Architectural Committee. Individual rock edging is not permitted.
8. Any ornamental structures (archways, lattice) should be structurally sound

### **Landscape Violations:**

A formal letter will be issued (see addendum for example) by the board if a homeowner is found in violation of the above guidelines. The homeowner will have 10 days to comply otherwise fines will be administered.

### **Exterior Home Maintenance**

1. All exterior surfaces, including walls, doors, windows, and roofs, must be kept in good repair, free of peeling paint, mildew, or structural damage.
2. Fences and walls must be structurally sound and properly maintained.
3. Driveways must be free of significant cracks, stains, and obstructions.

### **Prohibited Conditions**

1. **Abandoned or inoperable vehicles may not be stored in driveways or visible areas.**
2. Unsightly items, such as broken furniture, appliances, or discarded construction materials, must not be left in public view.
3. No accumulation of debris, overgrown vegetation, or conditions that could attract pests or vermin.

### **Litter and Pollution of Common Area.**

No Lot Owner shall throw or allow to accumulate, on his or any other Lot or the common area, trash, refuse, or rubbish of any kind. Lot Owners must not dump contaminants, chemicals, motor oil, paint, gasoline, or petroleum distillates in the Subdivision or its sewer drains.

### **Nuisances**

No noxious or offensive activity or condition shall be carried on or allowed to exist on a Lot Owner's lot or within the Subdivision, nor shall anything be engaged in, performed, or done thereon, which may be or become an annoyance to any Lot Owners of the Subdivision. Between the hours of 10 PM and 7AM are quiet periods.

### **Section 12. Destruction of Building by Fire, Etc.**

Any debris resulting from the destruction in whole or in part of any dwelling or building on any lot shall be removed with all reasonable dispatch from such lot in order to prevent an unsightly or unsafe condition.

#### **Commencement of Building**

In the event that a home needs to be rebuilt due fire or weather damage the Lot Owner must obtain Architectural Review Committee approval and issuance of a building permit by the Township of Northville and actually commence construction of the building on the lot within 365 days from the date of approval.

#### **Construction Completion**

The construction of a new building, improvements, changes, or alterations to an existing building, or repair or replacement of any building damaged by fire or otherwise, shall be completed as rapidly as possible, however, in no event shall said construction completion exceed 730 days from the date of the issuance of a building permit or commencement of construction, whichever date shall occur first. Failure to complete construction and obtain a final occupancy permit within the time period set forth herein shall entitle the Association the right to require the uncompleted building to be demolished and removed at the sole cost and expense of the Lot Owner. The Association shall be entitled the right to obtain judicial relief in the enforcement of this Restriction, including, without limitation, obtaining an order requiring the demolition and removal of the uncompleted structure at the sole cost and expense of the Lot Owner, in addition to any other remedies available at law or in equity, or as allowed herein, and the violating Lot Owner shall be required to pay the Association's costs and expenses, including, but not limited to, attorneys fees, incurred as a result of seeking relief or enforcement of these provisions.

### **Section 13. Floodplains and Wetlands**

The recorded Plat of Fox Hollow Subdivision indicates areas labeled "floodplain area" which shall be shown as a floodplain within the subdivision as a contour line labeled "Floodplain contour as established by the Department of Natural Resources, Elevation 823.0, N.G.V. datum". The contour line is dimensioned from the street or traverse line along affected side-lot e. The aforesaid elevation is based upon the 100-year flood elevation of Elizabeth Lake being 823.0, N.G.V. Datum. This was determined by the Department of Natural Resources of the State of Michigan, by the expected rise in lake level from storage or rainfall and estimated runoff from the watershed. Plan approval shall be based on the aforesaid flood plain elevation, or as same shall be amended and established by the Township of Northville, as determined by Township engineers. For any lots within the Subdivision, no grading, filling, excavating, paving or other occupation of



the floodplain area shall take place without prior written approval of the Michigan Department of Natural Resources and the Township of Northville. Unless 'Waived by the Michigan Department of Natural Resources and the Township of Northville, the following standards shall - apply to each building constructed in the floodplain area. All property and buildings shall comply, in perpetuity, with sections (c) through (g), inclusive, of Subdivision Administrative Rule R560.304(2) of the Department of Natural Resources, Land and Water Management Division. All buildings used or capable of being used for residential purposes and occupancy within or affected by the floodplain of Fox Hollow Subdivision shall:

A Have lower floors, excluding basements, not lower than the elevation of the contour defining the floodplain limits; and,

-B. Have openings into the basement not lower than the elevation of the contour defining the floodplain limits; and,

C. Have basement walls and floors, below the elevation of the contour, defining the floodplain limits, water tight, and designed to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the flood plain limits following methods and procedures outlined in Chapter 5, Type A Construction, and Chapter 6 for Class 1 Loads Found in "Flood-Proofing Regulations" EP1165 2 314, prepared by the Office of the Chief of Engineers, U.S. Army, Washington, D.C., June, 1972. Figure 5, Page 14.5 of the regulations show typical foundations, drainage and waterproofing details. This document is available, at no cost, from the Department of Natural Resources, Land and Water Management Division, P.O. Box 30028, Lansing, Michigan 48909, or Department of the Army, Corps. of Engineers, Publications Dept., 890 S. Pickett, Alexandria, VA 22304; and,

A. Be equipped with positive means of preventing sewer backup from sewer lines and drains which serve the building; and,

A. Be properly anchored to prevent floatation

1. The Lot Owner and/or occupant of each Lot shall maintain the surface area of easements within his property, including the "floodplain area", indicated on the Plat of Fox Hollow Subdivision, to keep grass and weeds cut, to keep the area free of debris, bushes, brush and plantings, and, further, shall take such action as may be necessary to eliminate or minimize surface erosion, including erosion of the slopes within the floodplain area, above-described, and to prevent siltation thereof.

2. The Township of Northville may, from time to time, adopt standards more stringent than the foregoing. No plan approval shall be granted in conflict with the standards adopted by the Township of Northville, or other governing municipality.

3. The provisions of this section may not be amended, except for amendments to conform with changes in the rules and regulations of the Michigan Department of Natural Resources, and shall not expire upon the termination time of the Declaration.

### **Regulated Wetlands**

Fox Hollow Subdivision contains wetland areas and floodplain areas and water, as designated on the Subdivision Plat regulated by the Michigan Department of Natural Resources (DNR). The wetland areas are typically located within the park commons areas, however, there are wetland areas within the property boundary of a number of lots. A 25-foot buffer from the wetland area to the building envelope line has been provided in all cases, with the exception of lot 19 which has a 15 foot buffer provided. No grading filling, construction, excavation, clearing or encroachment of any kind will be permitted within the aforesaid wetland area, floodplain area, or water without the prior written approval of the DNR, and the majority of the Board of Directors of the Association approving same based upon a practical difficulty or unnecessary hardship. Failure to adhere to this provision shall subject Lot Owner or violators to relief by the DNR, but also to action by the Association for judicial relief in the enforcement of these Restrictions, including, without limitation, obtaining an order enjoining further violation, as well as remediation for any



violation, in addition to any other remedies available at law or in equity, or as allowed herein. Furthermore, the Association shall have the right to undertake any remedial action to correct any action by a violating Lot Owner and the violating Lot Owner shall be obligated to reimburse and/or pay the Association for any fees, expenses and costs incurred for the remedial action, plus any other aforesaid costs and expenses, within ten (10) days of notice, and failure of Lot Owner to pay same shall result in the Association having a right to place a lien against the Lot Owner's lot for the amount to which the Lot Owner is obligated. In addition to the aforesaid relief, the violating Lot Owner or violators shall be required to pay the Association's costs and expenses including, but not limited to attorney's fees, consultant fees and expert fees, incurred as a result of seeking relief or enforcement of these provision

#### **Tree and Woodlands Protection**

All lots and common areas within Fox Hollow Subdivision shall be subject to any and all Charter Township of Northville ordinance or regulation with respect to trees and woodlands, even though said ordinance or regulation may not otherwise apply. No lot owner shall remove a living tree, subject to the Township ordinance or regulation, except to the extent permitted within the ordinance or regulation and first obtaining the Architectural Control Committees' approval. No homeowner or landscaper shall dump any yard waste or debris of any kind in the woodlands or wetlands area.

### **Section 14. Northville Township License**

The following license, which constitutes a license restriction and covenants upon the Subdivision, which shall run with the land ("subdivision") and shall be binding upon the Association, Lot Owners thereof, and their agents, representatives, heirs, personal representatives, successors and assigns as follows:

The Charter Township of Northville, ("Township"), its employees, agents, independent contractors, successors and assigns, are hereby granted an irrevocable license to enter, only to the extent necessary, upon and across the land described in Exhibit "A"; at any time for the purpose of inspecting, repairing, maintaining, removing, installing, reinstalling and constructing any improvements which are the subject of any agreements between the Declarant and the Township or the Declarant and the County of Wayne, Michigan ("County"). Notwithstanding any of the foregoing, the license granted pursuant to this Article shall not entitle the Township, its employees, agents, independent contractors, successors and assigns, to do any act or thing or exercise any power which would interfere with or disturb the use or enjoyment, future or otherwise, of the Declarant, Lot Owners or the Association of any Properties, Lots or Common Property in the Subdivision.

The Lot Owners of the Subdivision and the Association shall be responsible for the care, maintenance, operation, inspection, repair, improvement, installation, construction and management of all the Subdivision and the retention basins, easements, drains, rights of-way, areas and improvements which are the subject of any agreement with any governmental agency, and common area. In the event the Association or the Lot Owners fail or refuse to provide the necessary care, maintenance, operation, inspection, repair, improvement, installation, construction and management, then in such event the Township shall have the right to assess all costs, expenses and charges for the same against the Lot Owners or Lots to the extent of each Lot Owner/Lot being responsible for one-thirty-seventh of the total. The Association the Lot Owners, their agents, representatives, successors and assigns shall be severally, and not jointly liable, for each such Lot Owners' proportionate share of the costs and expenses incurred by the



Township to discharge such responsibilities. Such costs, expenses and charges shall be due and owing upon written demand and notice by the Township to the Association at the last known address of the Association filed with the Township's Clerk and to the address of the Lot Owners as set forth in the existing tax rolls. Such notice shall be sent by first-class mail, postage prepaid and a proof of service of said ruling shall be evidenced of the Township's compliance with the notice requirement contained herein. In addition to the other methods of collection, the Township shall have the right to place such assessments on the Township tax rolls of the Properties and Lots constituting the Subdivision and collect the same in the same manner as any property tax or assessment. The foregoing shall not be the exclusive right or remedy of the Township and the rights and remedies provided to the Township by statute, ordinance, agreement or other provision of these restrictions shall be preserved

#### **Dedication of Common Area.**

Each Lot Owner of a Lot in the Subdivision has the right and easement of enjoyment to the common area which shall remain in its natural condition. Title to the common area shall vest in the Association, subject to the rights and easements of enjoyment in and to such common area by the Lot Owners. Said easement of enjoyment shall not be personal, but shall be considered to be appurtenant to the lot, and shall pass with the title to the lots, whether or not specifically set forth in the deeds of conveyance of the lots. The Association shall properly maintain the landscaping of the common areas, boulevards and berms within the Subdivision.

#### **Lot Owner's Easement of Enjoyment.**

Each Lot Owner and his respective successors and assigns, appurtenant, non-exclusive and perpetual easements for pedestrian ingress and egress over the common areas, except to the extent limited herein and as specifically precluded.

#### **Limitations of Easements.**

1. If an Lot Owner has their voting rights suspended for unpaid fees and penalties or other infractions they lose the rights to enjoy the common areas until all unpaid fees and penalties or other infractions are settled with the Association
2. The right of the Association to grant easements, over, under, or across any part of the common areas or to dedicate, grant; or transfer all or any part of the common areas to any public agency, authority, or utility, for such purposes, and subject to such conditions as must be agreed to by the membership.
3. NO LOT OWNER SHALL HAVE A RIGHT OF ACCESS TO NOR RIGHT TO USE, THE BODY OF WATER REFERRED TO AS "ELIZABETH LAKE" EXCEPT FOR LOT OWNERS OF LOTS 23, 24, 25, 26, 27, 28, 29 AND 30 WHO ARE GRANTED ACCESS TO "ELIZABETH LAKE"; THIS RESTRICTION CANNOT BE REMOVED OR AMENDED BY ANY ACT OF THE ASSOCIATION OR ITS MEMBERS. If there is a separate, determinable tax bill for the common area on or adjacent to "Elizabeth Lake", in such event, Lot Owners of Lots 23, 24, 25, 26, 27, 28, 29 and 30 shall be the sole lot owners responsible to reimburse the Association for said tax bill and shall equally be responsible. to pay to the Association in addition to other dues, the amount of said tax bill.

**Delegation of Use.**

Any Lot Owner may delegate, in accordance with the By-Laws, his right of enjoyment and use to the common areas to the members of his family, invitees, his tenants, or purchasers who reside on his lot, subject to this Declaration, the By-Laws and any rules and regulations promulgated pursuant to either of them, provided, said Lot Owner has not had his rights suspended.

**Utility and Storm Drainage Easement.**

The Board of Directors hereby dedicates and reserves the following easements:

Easements for the installation, maintenance, repair, replacement, modification, use

and/or removal of utilities, underground television cable, telephone lines, sanitary and storm sewer lines, water mains, waterlines, drainage lines, surface drainage swales, and any other improvements which would serve the Subdivision, are reserved to the Declarant and its successors or assigns, in, on, under, and over the areas as shown on the Plat, and also in, on, under, and over a strip of land in width as designated on the plat on each side of and along the Fox Hollow, Laurel Springs Court, Woodbury Court and Fox Hollow Court roadways dedication to Wayne County.

A. Private easements for public utilities are granted. The use of all or part of such easements may, at any time or times hereafter, be granted or assigned by the Board of Directors to any person, firm, corporation, governmental unit, or agency which furnishes such services or utilities.

B. No buildings may be constructed or maintained over or on any easements; provided, however, that after the utilities have been installed, planting, fencing (where permitted), or other lot line improvement shall be allowed, so long as they do not violate the provisions of this Declaration, and do not interfere with, obstruct, hinder, or impair the drainage plan of the Subdivision, and so long as access be granted, without charge or liability for damages, for the installation, maintenance repair, replacement, modification and/or removal of the utilities and drainage lines.

**Necessity Easement.**

The Board of Directors hereby reserves an easement for itself and the Association, to enter upon any Lot, if necessary, to install, construct, operate, maintain, repair, or replace any common facility, such as utilities, whether under or above ground, and for any other proper purpose hereunder.

**Signage.**

The Board of Directors reserves the right to own and maintain a sign at the entrance of the Subdivision which shall bear the name "Fox Hollow" and the words. If the sign is dedicated to the Association, the sign or any replacement signs shall continue to bear the aforesaid inscription in prominent letters.



**Easement Restriction.**

No Lot Owner shall be permitted to grant any right-of-way or easement across his lot to any person or to benefit any parcel of property, except to exclusively benefit another lot within the Subdivision. The foregoing Restriction shall not include the usual utility easements

**Section 15. GENERAL PROVISIONS****Fines.**

If any Lot Owner or its agent, representative, guest or employee have, through act or omission, been in violation of any of the provisions of the Declaration of Easements, Covenants, and Restrictions for Fox Hollow Subdivision, or any of its rules or regulations, the Lot Owner shall be obligated to pay to the Association Fifty and no/100 (\$50.00) Dollars per day per violation, commencing ten (10) days after the date of mailing of notice of violation, by first-class mail, with proper postage affixed thereto or email, by the Association, which fines shall continue to accrue daily until said violation is terminated. The fines that have accrued against the Lot Owner shall become payable to the Association as of the date that they accrue, and immediately thereafter, shall become a lien against the Lot Owner's lot.

**Enforcement.**

For violation or breach of any of the provisions herein, or of the rules and regulations as imposed by the Association, the Association shall have the right to proceed at law or in equity to compel compliance with the terms hereof and the rules and regulations, or to prevent the violation or breach and to foreclose any lien granted hereunder; such right to enforce provisions hereof and the rules and regulations of the Association, shall include, but not be limited to, the right 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, structure, or improvement erected, installed, or maintained in violation of the terms hereof. If the Declarant or Association shall fail or refuse to enforce any violation after a request has been made by one or more Lot Owner(s), such Lot Owner(s) shall have the joint and several right to proceed in law or equity and to have the same rights of enforcement as does the Association. Any costs incurred in such action by the Association, or Lot Owners(s) seeking to compel compliance herein, shall be chargeable against the violating Lot Owner and shall constitute a lien against the Lot, such cost shall include, but not be limited to, the cost of removing the offending improvements, actual attorney's fees, filing fees, court costs, expert fees, fines, and other litigation expenses. Failure of the Association or any Lot Owner to enforce any provisions herein, or rules or regulations, shall in no event be deemed an estoppel or a waiver of the right to do so thereafter.

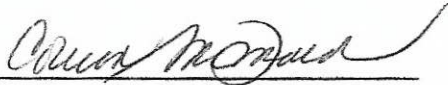
**Severability**

Invalidation of any one of the provisions herein by Judgment or Court Order shall not affect any other provisions which remain, provisions shall continue in full force and effect.

**Amendment**

The provisions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date of this Declaration as recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless amended (or removed *as* allowed herein). This Declaration may be amended by not less than fifty-one (51%) percent of the Lot Owners. Any amendment must be recorded with the Wayne County Register of Deeds before the amendment becomes effective.

Approved:



Colleen McDonald

President-Fox Hollow Homeowners

18208 Woodbury Court

Northville, Mi 48168

Notary:

County of Wayne

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of May, 2025 by

P. Avasare

Notary Public, State of Michigan, County of Wayne

My Commission Expires: Oct 5, 2030

