

BYLAWS OF SAN MARINO GLENS SUBDIVISION ASSOCIATION, INC.

ARTICLE I

SUBDIVISION DECLARATION OF RESTRICTIONS

The **SAN MARINO GLENS** Subdivision Declaration of Restrictions along with all Supplementary Declarations and as recorded with the Register of Deeds of Livingston County, Michigan, are incorporated by reference and adopted in their entirety as a part of the Bylaws of this corporation.

ARTICLE II

MEETINGS AND QUORUMS

1. Membership meetings. The initial meeting of the members (lot owners), in the absence of a special call by the board of directors, shall be held on the call of the developer within one year of incorporation of the association or at such time as deemed appropriate by the initial board. At this meeting, the directors elected at the first meeting of incorporators shall resign and a new board of directors shall be elected by the members as provided in these Bylaws.
2. Annual meetings of members. After the initial meeting, an annual meeting of members shall be held each year at the date, time, and place that the board of directors designates. Notice of all annual meetings shall be given.
3. Delayed annual meeting of members. If, for any reason, the annual meeting is not held on the designated day, the meeting may be called and held as a special meeting with the same proceedings as at an annual meeting.
4. Special meetings of members. The president, a majority of the directors of the board, or a group of lot owners with at least 20 percent of the votes entitled to notice of the meeting may call special meetings of the members. Notice of special meetings shall be approved in the same manner as for annual meetings.
5. Organizational meetings of the board. At the same place and immediately following the annual meeting of members, the board as constituted on the final adjournment of that annual meeting shall convene to elect officers and transact any other business properly proposed. If a majority of the directors consent, the organizational meeting may be held at a different time and place.
6. Regular meetings of the board. In addition to its organizational meeting, the board may hold regular meetings at other times and places that it designates. Notice of regular meetings shall be given to each director personally or by mail, telephone, or

telegraph at least five days before the meeting.

7. Special meetings of the board. The president or any two directors may call special meetings of the board by giving written notice to each director of the time, place, and purpose of the meeting at least three days before the meeting.

8. Notice and mailing. All written notices required by these Bylaws shall state the authority under which they are issued (e.g., "by the order of the president" or "by the order of the board of directors") and shall bear the written, printed, or typed name and signature of the secretary. Each such notice shall be deemed served when it has been deposited in the U.S. mail, with postage fully prepaid, plainly addressed to the addressee at the last address appearing in the membership records of the corporation.

9. Waiver of notice. Notice of the time, place, or purpose of any meeting of the members or of the board may be waived by telegram, cablegram, or other writing, either before or after the meeting has been held. Attendance at any meeting of the board constitutes a waiver of notice, unless a director attends for the purpose of objecting to the transaction of any business because the meeting has not been lawfully convened.

10. Quorums. A quorum of the members is established by the presence of members entitled to cast ten percent (10%) of the votes of each then existing class. Except as otherwise provided herein or by reference, the majority of the directors in office or of the members of any committee shall constitute a quorum for the transaction of business. Members or directors present or represented at any such meeting may continue to do business until adjournment, notwithstanding the withdrawal of enough persons to leave less than a quorum, and may adjourn the meeting for no more than 30 days, without notice other than an announcement at the meeting, until a quorum is present or represented.

11. Proxies. At all such meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

### ARTICLE III

#### THE BOARD OF DIRECTORS

1. Number and terms. The business, property, and affairs of the corporation shall be managed by a board of directors composed of at least three but no more than seven members. The number of persons composing each board shall be determined by a vote of the members before the establishment of the board. If a motion is not made and carried to increase or decrease the number of directors the board shall consist of

the same number of persons as composed the previous board. In addition, the members may, by resolution provide that directors be divided into two or three classes, each to be as nearly equal in number as possible, with terms of office such that the terms of the directors in the first class will expire at the first annual meeting following their election, the terms of the second class will expire at the second annual meeting after their election, and the terms of the third class will expire at the third annual meeting after their election. At each annual meeting after such a classification of the board of directors, a number of directors equal to the number of the class whose term is expiring shall be elected to hold office until the second succeeding annual meeting if there are two classes or until the third succeeding annual meeting if there are three classes. However, until the initial meeting of members the directors named in the articles of incorporation and their successors shall serve.

2. Qualification. Except for members of the first board, each director shall be a lot owner or the spouse of a lot owner (or, if a lot owner is a trustee of a trust, a beneficiary of the trust or, if a lot owner or such a beneficiary is a corporation or a partnership, an officer, a partner, or an employee of the lot owner or beneficiary). If a director ceases to qualify during the director's term, that person shall cease to be a director, and the director's place on the board shall be deemed vacant.

3. Vacancies. Vacancies on the board may be filled by the affirmative vote of a majority of the remaining directors, even if there remains less than a quorum of the board. Each person elected to fill a vacancy shall remain a director until a successor has been elected and qualified. The term of the newly elected director shall equal that remaining for the director whose death or resignation created the vacancy.

4. Resignation and removal. A director may resign at any time, and such a resignation shall take effect when the association receives written notice or at a later time as stated in the notice of resignation. Any or all of the directors may be removed, with or without cause, by a vote of a majority of the votes in value and in accordance with the class voting provisions contained if any.

5. Action by written consent. If all the directors consent in writing to any action to be taken by the corporation, either before or after the action, the action shall be a valid corporate action as if it had been authorized at a meeting of the board.

6. Powers and duties. In addition to the powers and duties imposed or permitted by law, by these Bylaws, and by resolutions of the members of the association, the board of directors shall have all powers and duties necessary to administer the affairs of the association as stated in the declaration of restrictions.

7. Rules and regulations. The board of directors shall propose regulations for the use and enjoyment of the lots and the common elements of the Subdivision and other rules and regulations as necessary to maintain and operate the Subdivision. All

such regulations and amendments to them shall be adopted and promulgated by a majority of the then serving directors after written notice of the proposed rule or regulation is given to the members not less than 30 days prior to the vote. Any such vote shall be preceded by presentation of the proposal and discussion open to the members. All rules and regulations imposed by the first board of directors before the initial meeting of members shall bind all subsequent members unless this provision is amended as provided in these Bylaws.

8. Compensation. Directors shall receive no compensation for their services as directors unless expressly provided for in resolution adopted by at least 60 percent of all lot owners, in number and in value. Directors shall be reimbursed for expenses incurred in carrying out their duties.

9. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote:

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

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

(1) Fix the amount of the annual assessment against each annual assessment period;

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

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

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificates shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability insurance coverage for the Association, its directors, officers, agents, employees, property and common areas owned by the Association; and

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

## ARTICLE IV

### OFFICERS

1. Designation and terms. The board shall elect a president, a secretary, and a treasurer and may also elect one or more vice presidents, assistant secretaries, and assistant treasurers as the needs of business require. Each officer shall hold office for one year and until a successor is elected and qualified. No officer shall receive any compensation from the corporation for acting as an officer.

2. The president. The president shall be the chief executive officer of the corporation. The president shall preside over all meetings of the members and of the board and shall be an ex officio member of all standing committees.

3. The secretary. The secretary shall attend all meetings of the members, of the board, and of the executive committee and shall preserve, in records of the corporation, true minutes of the proceedings of all such meetings. The secretary shall safely keep the seal of the corporation and shall have the authority to affix the seal to all documents on which its use is required. The secretary shall give all notices required by statute, these Bylaws, or resolutions and shall perform other duties that the board of the executive committee delegates to the secretary.

4. The treasurer. The treasurer shall have custody of all corporate funds and securities and shall keep, in records of the corporation, full and accurate accounts of all receipts and disbursements. The treasurer shall deposit all monies, securities, and other valuable property of the corporation in such depositories the board designates. The treasurer shall disburse the funds of the corporation as the board orders, taking proper vouchers for such disbursements, and shall render to the president and directors at regular meetings of the board and whenever they request an account of all the treasurer's transactions and of the financial condition of the corporation.

5. Vacancies. Vacancies in any office may be filled by the affirmative vote of a majority of the remaining members of the board at any regular or special meeting. Each person appointed to fill a vacancy shall remain an officer for a term equal to that remaining for the officer whose death or resignation creates the vacancy and until a successor is elected and qualified.

6. Resignation and removal. An officer may resign at any time, and such a resignation shall take effect when the association receives written notice or at a later time as stated in the notice of resignation. Any and all of the officers may be removed with or without cause, by the vote of a majority of the board of directors.

## ARTICLE V

### INDEMNIFICATION

1. Scope of indemnification. The corporation shall indemnify to the fullest extent authorized or permitted by the Michigan Nonprofit Corporation Act any person, estate, or personal representative who is made or threatened to be made a party to an action, suit, or proceeding (civil, criminal, administrative, or investigative) because the party is or was a director or an officer of the corporation or serves or served in any other enterprise at the request of the corporation. Parties who are not directors or officers of the corporation may be similarly indemnified for services rendered to the corporation or at the request of the corporation to the extent authorized at any time by the board of directors of the corporation. The provisions of this article shall apply to directors and officers who have ceased to render such service and shall benefit their heirs, personal representatives, executors, and administrators. The right of indemnification provided in this article shall not be exclusive, and the corporation may indemnify any person, by agreement or otherwise, on whatever conditions the board of directors of the corporation approves. Any agreement for the indemnification of a director, an officer, an employee, or another party may provide indemnification rights that are broader or otherwise different than those stated in the Michigan Nonprofit Corporation Act, unless such rights are otherwise prohibited by law.

2. Authorization of indemnification. Any indemnification under this article (unless ordered by a court) shall be made by the corporation only after 10 days' written notice to all lot owners of the facts surrounding the request for indemnification, when authorized in the specific case on a determination that the indemnification of the director, officer, employee, or agent is proper in the circumstances because the party has met the applicable standard of conduct stated in this article. Such a determination shall be made (a) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to the action, suit, or proceeding; (b) if such a quorum is not obtainable or, even if it is obtainable, if a quorum of disinterested directors so directs, by independent legal counsel (who may be the regular counsel of the corporation) in a written opinion; or (c) by the members.

3. Advancing expenses. Expenses incurred in defending a civil or criminal action, suit, or proceeding described in provision 1 of the article may be paid by the corporation in advance of the final disposition of the action, suit, or proceeding as authorized by the board of directors on receipt of an undertaking by or on behalf of the

director, an officer, an employee, or an agent to repay the amount unless it is ultimately determined that the party is entitled to be indemnified by the corporation as authorized in this article.

4. Insurance. The corporation may purchase and maintain insurance on behalf of any party who is or was a director, an officer, an employee, or an agent of the corporation or who is or was serving at the request of the corporation as a director, an officer, an employee, or an agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against the party and incurred by the party in such a capacity or arising out of the party's status as such, whether or not the corporation would have the power to indemnify the party against such liability under the provisions of this article.

5. Mergers. For the purpose of this article, references to the corporation include all constituent corporation absorbed in a consolidation or merger, as well as the resulting or surviving corporation, so that any person who is or was a director, an officer, an employee, or an agent of such a constituent corporation or who is or was serving at the request of such a constituent corporation as a director, an officer, an employee, or an agent of another corporation, partnership, joint venture, trust, or other enterprise shall stand in the same position under the provisions of this article with respect to the resulting or surviving corporation as that party would if the party had served the resulting or surviving corporation in the same capacity.

## ARTICLE VI

### GENERAL PROVISIONS

1. Liability of members. The association and the board shall have the power to raise and the responsibility for raising, by special assessment or otherwise any sums required to discharge its obligations under these Bylaws. However, the liability of any lot owner arising out of any contract made by the directors; for other acts of the directors, officers, or committees; or out of the indemnity provisions of Article V shall be limited to the proportion of the total liability equal to the percentage of value of the lot owner's lot. Every agreement made by the directors, officers, committees, or managing agent on behalf of the lot owners shall provide that the persons signing the agreement are acting only as agents for the lot owners and shall have no personal liability under the agreement (except as lot owners) and that each lot owner's liability under the agreement shall be limited to the proportion of the total liability incurred equal to the percentage of value of the lot owner's lot.

2. The signing of documents. All checks, drafts, and orders for the payment of money shall be signed in the name of the corporation by whatever officers or agents the board designates. If the signing of any contract, conveyance, or other document of

title has been authorized without the specification of the signing officers, the president or a vice president may sign in the name of the corporation without attestation, acknowledgment, or seal.

3. Fidelity bonds. The association may require that all officers, employees, and other who are responsible for handling funds obtain adequate fidelity coverage to protect against dishonest acts, the cost of which shall be an administration expense.

4. The seal. The seal of the corporation shall include the name of the corporation and the words "Corporate Seal, Michigan." The seal may be used by causing it or a facsimile to be impressed, affixed, or reproduced.

## ARTICLE VII

### MEMBERSHIP AND PROPERTY RIGHTS

1. Membership. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot subject to assessment. The voting rights of the members shall be as provided by the declaration.

2. Property Rights. Each member shall be entitled to the use and enjoyment of the common areas as provided in the declaration. Any member may delegate his rights of enjoyment of the common areas to the members of his family, his tenants, guests or contract purchaser who reside on the property. Such member shall notify the secretary of the Association in writing of the name of the delegate. The rights and privileges of such delegates are subject to the suspension of the same extent as those of the members.

## ARTICLE VIII

### COMMITTEES

The board of directors shall appoint an architectural control committee, as provided in the declaration, and as provided in these Bylaws. In addition, the board of directors shall appoint other committees as deemed appropriate in carrying out its purpose.

## ARTICLE IX

### RECORDS AND BOOKS

The records, books, and papers of the Associations shall at all times,,during



reasonable business hours, be subject to inspection by any member. The declaration, the articles of incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

## **ARTICLE X**

### **ASSESSMENTS**

As provided in the Declaration, each member is obligated to pay to the association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, a \$50.00 late payment penalty shall be payable. The assessment and any penalty shall bear interest from the date of delinquency at the rate of eleven (11%) per cent per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessments. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of his lot.

## **ARTICLE XI**

### **AMENDMENTS**

1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.
2. In the case of any conflict between the articles of incorporation and these Bylaws, the articles shall control; and in the case of any conflict between the declaration and these Bylaws, the declaration shall control.

## **ARTICLE XII**

### **ACCOUNTING PERIOD**

The fiscal year of the Association shall begin on the first day of April and end of the 31st day of March of every year, except that the first fiscal year shall begin on the date of incorporation.

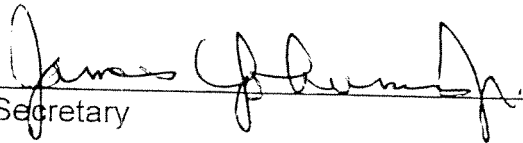
CERTIFICATION

I, the undersigned, do hereby, certify:

That I am the duly elected and acting Secretary of **SAN MARINO GLENS SUBDIVISION ASSOCIATION, INC.**, a Michigan, non-profit corporation; and

**THAT** the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on 19<sup>th</sup> day of MAY 1998.

IN WITNESS WHEREOF, I have hereunder subscribed my name and affixed the seal of said Association this the day of 1998.

  
Secretary

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SAN MARINO GLENS SUBDIVISION  
DECLARATION OF RESTRICTIONS

THIS DECLARATION of Restrictions made this 18<sup>th</sup> day of August, 1995, by MALPELI CONSTRUCTION COMPANY and SAN MARINO DEVELOPMENT, INC., Michigan corporations, whose address is 40500 Grand River Avenue, Suite F, Novi, Michigan 48050, the owner of the property now having been platted into the San Marino Glens Subdivision as described in the attached Addendum, Exhibit "A".

WITNESSETH:

WHEREAS, the Declarant/Grantor is the proprietor in a certain plat of real property known as SAN MARINO GLENS SUBDIVISION, a subdivision in Hartland Township, Livingston County, Michigan, more particularly described herein; and

NOW THEREFORE, IT IS DECLARED that the general restrictions herein appearing shall apply to the following described property:

Lots one through ninety-one (1-91), inclusive, and all park areas, of SAN MARINO GLENS SUBDIVISION, of part of the northwest one-quarter (NW 1/4), of part of the southwest one-quarter (SW 1/4), and of part on the southeast 1/4 (SE 1/4), of Section Thirty (Sec. 30), Town Three North (T 3 N), Range six East (R 6 E), Hartland Township, Livingston County, Michigan, according to the plat thereof as recorded in Liber \_\_\_\_\_ of Plats, Pages \_\_\_\_\_, Livingston County Records.

and shall constitute a general plan for the improvement and development of said subdivision as a quality residential community. These restrictions are intended to fully protect each lot and these restrictions shall run with the land and shall be binding upon the Declarant/Grantor herein, and all subsequent purchasers and grantees, their heirs, successors, administrators, personal representatives and assigns. By inference or otherwise, these restrictions are not to be construed as applying to any other lands than the lots and parks described above.

1. LAND USE: All lots in the subdivision shall be used, known and described as single family residential lots and shall be subject to the following restrictions:

a) No permanent structure shall be erected, altered, placed on or permitted to remain on any lot other than one (1) single family dwelling, a private garage for not less than two (2) cars (which garage shall be attached to said dwelling), and such other outbuilding and auxiliary structures as are consistent with or incidental to the residential use of the property as hereinafter permitted.

b) No structure of a temporary character, no trailer, mobile home, basement, tent, shack, garage, barn, or other building shall be used on any lot at any time as a residence, either temporarily or permanently. No temporary building shall be permitted to remain on any lot except as may be necessary or incidental to the promotion and sale of the properties as provided herein, or which is incidental to the construction of a permitted building as permitted by the Declarant/Grantor, or its authorized representative. No used houses or structures shall be erected on or moved to any lot in the subdivision.

c) No inoperable vehicle or vehicles, or any house trailers, boat or boat trailers, recreational vehicles or recreational equipment or trailers, construction vehicles or construction equipment, or commercial vehicles, shall be stored, parked, maintained or kept on any lot except within a private attached garage or approved outbuilding. No such vehicles shall be parked on any street in the subdivision, except for commercial vehicles then present on business and only then for a limited period of time. These provisions shall not apply to the Declarant/Grantor, or its authorized representative, during development, or to builders or contractors during construction.

d) Notwithstanding any provision herein to the contrary, the Declarant/Grantor, its agents or sales representatives, may occupy and use any house built in the subdivision, or a temporary building or mobile trailer, as a sales office for sales of lots and/or houses until all of the lots and/or houses built in the subdivision shall have been sold, and may erect such sign or signs identifying the subdivision and the lots for sale as the Declarant/Grantor, or its authorized representative, may determine.

## 2. CHARACTER AND SIZE OF STRUCTURES:

a) No house or other structure shall be commenced, erected or maintained in the subdivision, nor shall any addition, change or alterations be made to any structure, except interior alterations, until the plans and specifications, as hereinafter specified, showing the nature, kind, shape, height, materials, color scheme, location on lots and approximate cost of such structure, shall have been submitted and approved plans and specifications shall be filed permanently with the Declarant/Grantor, or its authorized representative.

b) Above-ground pools shall be permitted in the sole discretion of the Declarant/Grantor, or its authorized representative, written authorization from Grantor or the San Marino Glens Subdivision Association shall be obtained prior to installation of any such pool. Any and all pools shall be further subject to any restrictions or regulations of Hartland Township, or its successor.

c) If any portion of the floor of the main level or the first floor of any proposed house is more than two feet (2') above natural grade of the land immediately in front of such house, the Declarant/Grantor, or its authorized representative, shall have the right, in its sole discretion, to require the submission of a grading plan for approval. Upon such request, a satisfactory grading plan shall be submitted to it and no construction upon the lot shall proceed until the written approval for the same is given. Any foundations exposed above grade shall be covered with the same materials as the exterior vertical surfaces as hereinafter provided.

d) The Declarant/Grantor, or its authorized representative, shall have the right to refuse to approve any such plans or specifications which are not suitable or desirable in its opinion, for aesthetic or other reasons. In evaluating such plans and specifications, the Declarant/Grantor, or its successors, shall have the right to take into consideration the suitability of any proposed house, out-building or other structure (including, but not limited to color and style) to be built on the proposed site, and whether such will blend harmoniously with the adjacent or neighboring properties.

e) Fifty percent (50%) of the surface area of all vertical exterior surfaces shall be of natural materials, such as stone, brick, or wood. Vinyl, aluminum or similar materials may be permitted on an area not to exceed more than fifty percent (50%) of the surface area of vertical exterior surfaces. No T-111 or similar shall be permitted as siding. Vertical exterior surfaces shall not include roofs and overhangs or downspouts. All exposed areas from the first floor down (basement level) shall be covered by brick or stone.

Vinyl, aluminum or similar materials may be permitted on gables, overhangs and downspouts.

f) Satellite dish antennas (used to receive television, radio, or other broadcast) not to exceed 18 inches in diameter, not visible from the street, and where located where least visible to neighbors are allowed. Satellite dish antennas, solar collectors, or other mechanisms or apparatus in connection therewith, shall not be permitted on any portion of any lot or structure thereon if the same is visible from any road or from any lot within the subdivision. Abnormally tall radio or television antennas, including but not limited to, ham radio towers, shall not be permitted. Determination as to what constitutes an abnormal height for such apparatus shall be in the sole discretion of the Declarant/Grantor, or its authorized representative, or the subdivision association.

g) All residences shall have the following minimum size:

- (i) One (1) story - one thousand, eight hundred square feet (1,800 sq. ft.)
- (ii) One and one-half story - 1,200 square feet on the first floor, with a minimum of 2,000 square feet total.
- (iii) Two story - two thousand two hundred square feet (2,200 sq.ft.)
- (iv) Bi-levels - one thousand, six hundred square feet (1,600 sq.ft.) per level
- (v) Tri-levels and quad-levels - one thousand, six hundred square feet (1,600 sq.ft.) combined total for the two (2) main levels, with a minimum overall total of two thousand, four hundred square feet (2,400 sq.ft)
- (vi) All roofs shall have a minimum pitch of 6/12 and an overhand of 12 inches minimum excepting gable ends.

h) Garages, basements and any rooms, finished or unfinished, in a walk-out lower level shall not be included in computing square footage of floor areas. In no event shall any structure be more than two and one-half (2 & 1/2) stories above ground level. No story or floor above the first floor level shall be larger in size than any floor or story on a lower level.

i) Minimum width for residential structures shall be established by the Declarant/Grantor, or its authorized representative, but in no case shall any residential structure be less than fifty-five feet (55') in width. In calculating the width of a residential structure the attached garage may be used as part of its total width.

j) All houses shall have at least a two (2) car attached garage, and no house shall have more than a four (4) car attached garage. No garage shall have its vehicular entry doors facing or primarily facing the front of a lot. All garages shall have side or rear entries for vehicular ingress and egress, provided, however, that corner lots may have the vehicular entry doors facing the road which does not face the front of the house, as defined herein upon receipt of written authorization from Declarant-/Grantor, its authorized representative, or the Subdivision Association.

k) All houses shall have hard surface driveways installed within eighteen (18) months after completion of the structure or after occupancy, whichever shall first occur. Hard surface driveways shall be defined as being concrete, asphalt or brick, and shall include any area regularly used or intended to be used for

vehicular traffic or vehicular parking. Surfaces of other similar hard materials shall be at the sole discretion of the Declarant/Grantor, or its successors.

1) Play structures - sand boxes, swings, forts and the like, shall be located in rear yards only, and shall not exceed twelve (12) feet in height.

3. OUTBUILDINGS: One (1) outbuilding may be permitted to be built on any lot, provided, however, that the outbuilding has the following characteristics:

(a) No outbuilding shall exceed twelve feet by twelve feet (12' x 12') in size;

(b) No outbuilding shall exceed one (1) story, with a maximum gables height of fifteen feet (15') and maximum vertical wall/stud height of nine feet (9');

(c) An outbuilding shall have exterior finish materials of the same color quality and consistent with the dwelling on that lot;

(d) An outbuilding shall be located only in the rear yard of a lot, and shall meet or exceed the minimum set back requirements established herein.

(e) An outbuilding shall be architecturally approved in the same manner as a dwelling and the design features of an outbuilding shall be similar and of the same quality as the dwelling on the lot. The location of all outbuildings must be approved in writing by Declarant/Grantor, its authorized representative, or the Subdivision Association prior to construction.

4. LOT SIZE: No lots shall be reduced in size without the express prior written consent of the Declarant/Grantor. Lots may be enlarged by consolidation of adjoining lots, provided, however, that such lots are under single ownership. In the event that consolidated lots are used for one (1) single family dwelling, all restrictions herein contained shall apply to the consolidated lots as if such were a single lot. Any such changes in lot size shall further be pursuant to the requirements of the Subdivision Control Act of the State of Michigan, being MCLA 560.101 et seq, specifically but not limited to section 560.263, and to the requirements of any local ordinance.

5. FRONT, REAR AND SIDE BUILDING LINES: Minimum spacing between buildings and from all lot lines shall not be less than the minimum requirements established for the zoning district by the applicable zoning ordinance, as may be amended from time to time, provided, however, that all rear yard setbacks shall not be less

than thirty-five feet (35') from the rear lot line. Rear lot line shall be defined as the narrow width of the of the lot not fronting the street. The other lot line, not fronting the street, shall be considered a side yard. Side yard setbacks on corner lots shall be equal to the required front yard setback. Location of all dwellings must be set by a Registered Land Surveyor and final location must be approved in writing by the Declarant/Grantor, its authorized representative, or the Subdivision Association.

(a) Anything herein to the contrary notwithstanding, the minimum distances established herein may be reduced or varied to the extent permitted or waived by the Zoning Board of Appeals for Hartland Township; or its successor, provided, however, that such reduction, variance or waiver has the prior written consent of the Declarant/Grantor, or its authorized representative.

(b) All houses erected in the subdivision shall have the front building lines within twenty-five (25) feet of the average set back established by the house or houses on the adjoining lots. These requirements may be waived by the Declarant/Grantor, or its authorized representative, and the Declarant/Grantor, or its authorized representative may grant variances due to topographical, soil or other conditions. In the event that there are no houses constructed on the lots adjoining the proposed house, the Declarant/Grantor, or its authorized representative, may, in its sole discretion, determine the proper location of the front building line for the proposed house.

(c) All yard areas of lots on which houses are constructed, or which form part of a building site upon which a house or other approved outbuilding is constructed, shall be maintained, and all front yards shall have maintained lawns, except upon those lots upon which the presence of existing trees make such lawns impractical. Front yards are defined as the area of land whose perimeters are any road right-of-way, the side lot lines, and a line paralleling the road right-of-way which line intersects with the rear of the residence or home on such lot. Any corner lots (meaning any lot which has frontage on more than one road) shall be deemed to have two (2) front yards, each of which face the adjoining roads. Maintained lawns shall mean lawns of a uniform recognized grass type for lawns, regularly cut to a uniform height appropriate for such grass in a residential subdivision. Maintained yards shall mean all yard areas are kept regularly cut or mowed to an appropriate height for such vegetation in a residential subdivision. Lawns and other ground cover for yards and adequate landscaping to be determined within the sole discretion of the Grantor or its authorized representative or the Subdivision Association shall be installed on a lot within nine (9) months after completion of the structure or after occupancy, whichever shall first occur. All front and side yards shall be adequately irrigated to assure a consistent well cared for appearance. Maintained yards and lawns shall include the area



between any road right-of-way and the paving adjacent to any lot. Gardens not exceeding 1200 square feet may be located in rear yard areas only. Clothelines are allowed but shall not be visible from the street.

6. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, earth berm, hedge or shrub planting, or other barrier which obstructs sight lines at elevations between two feet (2') and six feet (6') above the grade of the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points located twenty-five feet (25') from the intersection of the street lines. In the case of a rounded property corner, such measurement shall be from the intersection of the property lines as extended. Such sight line limitations shall apply to any lot within ten feet (10') from the intersection of a street property line with the side lines of a driveway pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

7. FENCES, BERMS AND OTHER BARRIERS: No fence, hedgerow, wall, earth berm, hedge or shrub planting, or other barrier, may be erected on any lot without the written approval of the Declarant/Grantor, or its authorized representative, which approval may be withheld for any reason, except swimming pool fences or other fences required by law or ordinance. No chain link fences shall be allowed.

The Declarant/Grantor, or its authorized representative, reserves the right to approve the location, design and materials for all fences or other such barriers, including required fencing. Dog runs may be permitted, at the sole discretion of the Declarant/Grantor or the association, and shall be limited to one (1) per lot or building site. Consent in writing shall be obtained prior to construction.

8. EASEMENTS FOR UTILITIES: Private easements for public and private utility installation, and maintenance thereof, are expressly reserved as recorded in the subdivision plat. Certain of said easements are also subject to separate agreements made or to be made by Declarant/Grantor with Michigan Bell Telephone Company, Detroit Edison, and/or Consumers Power Company, and such agreements are or shall be a matter of public record. Ownership of all lots within the subdivision are subject to the grants of such easements and to restrictions upon use of the property as contained in such easement agreements.

9. ARCHITECTURAL AND PLAN APPROVAL:

(a) No building permit shall be applied for, nor shall any grading, clearing or construction activity of any kind whatsoever

be commenced, erected or maintained on any lot, nor shall any addition to or change or alteration to any existing building, structure or grade be made, until such time as the proposed plans, specifications and building elevations and finish grading proposals are delivered to the Declarant/Grantor, or its authorized representative, for prior written approval of the same and such approval is obtained, or there is a failure to act upon the same as provided herein. Such approval is hereby established as a necessary method of guiding the development of the subdivision as a planned and restricted community.

(b) Within thirty (30) days after submission of such plans, specifications, building elevations and finish grading plans, the Declarant/Grantor, or its authorized representative, shall approve or disapprove the request. Failure to act within the said period will constitute approval as submitted, except that failure to obtain approval because of lapse of time shall not give the lot owner the right to deviate from the finish grade shown on the engineering plans filed with and approved by Hartland Township.

(c) No structure, earth fill, landscaping or other obstruction which would interfere with the free passage of drainage waters is to be placed on or adjacent to a drainage area.

(d) The determination of the Declarant/Grantor, or its authorized representative, in approving or rejecting proposed plans, specifications, elevations and grading shall be final.

(e) The Declarant/Grantor may delegate to an agent of its choice the authority to approve all structures and fences on all lots in the subdivision. Such authority shall be given in written form only. The Declarant/Grantor, in its sole discretion, may assign at any time all of its rights and privileges hereunder to the Association, as hereinafter defined. At such time as the Declarant/Grantor no longer owns or has an interest in any lot in the subdivision, the Association, as hereinafter defined, shall automatically succeed to all of the rights and privileges of the Declarant/Grantor hereunder.

(f) All building permits must be applied for and obtained by a licensed builder. No homeowner permits. All permits shall be applied for and obtained by licensed contractors. Lot owners shall obtain written approval of its proposed builder from developer, its authorized representative, or Subdivision Association prior to commencement of construction. Such approval shall not be unreasonably withheld.

#### 10. SUBDIVISION ASSOCIATION AND MEMBERSHIP:

(a) There is hereby established a lot owners association (herein referred to as "Association") consisting of all of the owners of lots in the subdivision. Any and all parties who now

have or hereafter acquire an interest in a lot in the subdivision shall automatically become members of the Association and shall be bound by all of the provisions of the by-laws of said Association, and shall be deemed to have consented to all of the prior acts of the Board of Directors of said Association.

(b) These restrictions shall not apply to any subsequent subdivisions of adjacent single family residential property developed by the Declarant/Grantor, or its successors and assigns, provided, however, that any parties having an interest in any such adjacent subsequent subdivisions may become members of said Association and may be bound by all of the provisions of the by-laws of said Association, and shall be deemed to have consented to all of the prior acts of the Board of Directors of said Association unless specific provisions are made for any such adjacent subsequent subdivisions.

(c) A member of the Association shall be defined as every person or entity who or which may be a record owner of a fee or undivided fee interest in any lot included within the purview of the Association shall be defined as every person or entity who or which may be a record owner of a fee or undivided fee interest in any lot included within the purview of the Association, but not including owners who have sold their interest under an executory land contract. During the terms of any such executory land contract, the land contract vendee shall be considered top to the member of the Association, unless otherwise specifically stated in such land contract.

(d) The name of the Association shall be SAN MARINO GLENS SUBDIVISION ASSOCIATION, and it shall be organized as a non-profit corporation under the laws of the State of Michigan, and shall be incorporate prior to the time of the sale of the first lot. The Association shall exercise the authority and assume the obligations as set forth in a certain agreement between the Declarant/Grantor and the Association, and shall also have such other powers as are granted to it by this Declaration of Restrictions and as shall be set forth in its by-laws.

(e) The Association shall have two (2) classes of voting membership:

(i) Class A: Class A members shall be all of those owners as defined above with the exception of Declarant/Grantor, or its successors. Class A members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership. When more than one Person or entity hold any such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as shall be agreed among the respective owners, but in no event shall more than one (1) vote be case with respect to any one lot.

(ii) Class B: Class B members shall be the Declarant/Grantor, or its successors. The Class B membership shall be entitled to ten (10) votes for each lot in which the Declarant/Grantor, or its successors, hold the interest required for membership.

11. MINIMUM ANNUAL MAINTENANCE CHARGE:

(a) The Association shall assess a minimum annual maintenance charge for the maintenance and upkeep of the common areas in the subdivision, and for entryways, signage, traffic islands, and/or berms and other landscaping, as shall be determined by the Association. The annual maintenance charge shall be due April first (4-1) of each year. The initial minimum annual maintenance charge shall be One Hundred (\$100.00) Dollars per lot, which shall be assessed beginning April 1, 1995.

(b) The Annual Maintenance Charge referred to herein shall be a lien and encumbrance on the lots with respect to which the charges are made, and it is expressly stated that by acceptance of title to any of the lots, the owner or owners (excluding any mortgagee as long as it is not an owner) from the time of acquiring title thereto shall be held to have covenanted and agreed to pay to the Association all charges provided for herein which were then due and unpaid at the time of acquisition of such title, and for all such charges thereafter falling due during the ownership thereof. A statement in writing shall be issued by the Association or its agent and shall be given on demand to any owner liable for such charges, which statement shall set forth the status of such charges. Any such lien shall attach upon the filing and recording of an affidavit by the Association, which affidavit shall set forth the description of the lot against which the lien is assessed, the total amount of the lien and the dates of the charges. Such liens shall be enforceable by the Association and may be foreclosed in accordance with the applicable laws of the State of Michigan.

12. NUISANCES: No noxious or offensive activity shall be carried on or permitted upon any of the lots or in any of the common areas, nor shall anything be done thereon which is or may be an annoyance or nuisance to adjacent or other lot owners. All appurtenances shall conform to any and all regulations of every governmental agency having jurisdiction for the same.

13. SIGNS: Other than signs used by Declarant/Grantor or its authorized representative for promotional purposes during development and construction, no sign of any kind shall be displayed to the public view on any lot except one sign used to advertise the property for sale or rent. Approved builders participating in the developers "Program" shall be allowed one sign during construction and sale. The total surface area of any such for sale or lease sign shall not be greater than nine (9) square feet, and the top shall not be more than five feet (5') above the

ground. Entryway signs or walls with signage thereon installed by the Declarant/Grantor or the Association to identify the subdivision are excluded from any such restrictions. Any sign displayed shall be maintained in good condition and shall be removed upon termination of use. Builders that are not part of the developer's program shall not be allowed to place sign on lots.

Until all of the lots owned by the Declarant/Grantor, or its successor, are sold, no individual "for sale" signs shall be allowed on any vacant lot unless a house is under construction thereon, unless otherwise permitted in writing by the Declarant/Grantor, or its authorized representative.

Each permanent dwelling shall have its permanent address affixed in a manner approved by Grantor, its authorized representative, or the Subdivision Association.

14. ANIMALS: No chickens or other fowl, nor livestock, horses or any other animals except customary domestic household pets shall be kept or harbored on any of the lots. No animals shall be kept or maintained on any lot except customary domestic household pets for use of the occupants of the house thereon. Any such household pets shall have such care and be kept so as to not be objectionable or offensive due to noise, odor or unsanitary conditions. Household pets shall be limited to not more than three (3) animals per household. Any such pets shall be leashed when outside the owner's lot. Owners shall be responsible for immediate removal and disposal of feces.

15. REFUSE: Refuse, ashes, building materials, garbage or debris of any kind shall be cared for and stored in such a manner so as not to be offensive or visible to neighboring property owners. Trash containers shall be promptly removed from the roadside after collection has occurred.

16. DRAINAGE AND DRAINAGE EASEMENTS: All drainage easements as shown on the recorded plat are dedicated to the use of the abutting lot owners for the passage of surface drainage water. No structures, fill or obstructions are to be placed in or on said easement areas which would interfere with the free passage of such drainage water. All drainage of surface water on any lot shall be directed toward drainage easements and areas, or toward roadside drainage.

Each owner of a lot shall be responsible for maintenance of the area abutting such lot which is within the road right of way between the lot line and the edge of any gravel surface or paving, as set forth herein. In the event that such area contains ditching, culverts or other systems for surface water drainage, each owner shall maintain such drainage area to the extent necessary for the free passage of surface water, or as required by the Livingston County Road Commission, its successors or assigns.

In no event shall any lot owner permit, or cause to be permitted, any impediment or obstruction in any such drainage areas.

17. STRUCTURES IN PARK AREAS: Within any of the private park areas, detention basins or drainage easements, no structures shall be constructed or permitted, without the express written approval of Hartland Township, the Livingston County Drain Commission, or any other governmental authority having jurisdiction, or their respective successors, nor without the express written approval of the Declarant/Grantor, or its successors. Any such structure shall be architecturally approved in the same manner as dwelling and the design features of any such structure shall be similar and of the same quality as the general character of the residences in the subdivision.

18. EASEMENTS AND RIGHT OF WAY: All easements and rights of way are hereby dedicated and reserved as shown on the plat. The use of all or part of such easements and/or rights of way may be granted or assigned at any time hereafter by the Declarant/Grantor, or its authorized representative, to any firm, governmental unit or agency or corporation furnishing any such services or for other reasons acceptable to the Declarant/Grantor, or its authorized representative.

19. WATER SUPPLY AND SEWAGE DISPOSAL (INSTALLATION AND MAINTENANCE): Any and all lots and lot owners shall be subject to the following requirements and restrictions:

(a) The installation and maintenance of the particular water supply and sewage disposal systems located on any lot shall be the responsibility of the lot owner;

(b) A test well has been drilled to determine water supply adequacy for the development, and is located on Lot 79. This well may be used for potable water supply for such lot. Any test wells drilled which are not intended for use or are not used, shall be properly abandoned according to the Groundwater Quality Control Act of the State of Michigan.

(c) All septic locations, including active and reserve, and water supply systems shall be located in the areas specified on the preliminary plat, which is on file at the Livingston County Health Department, unless otherwise approved by that Department or its successor. The owner or occupant of any lot shall not construct any improvements in the locations specified for active and reserve septic systems.

(d) All wells shall be drilled by a licensed Michigan well driller and be drilled to a depth that will penetrate a minimum of a 10 ft. protective clay barrier. In most cases, this will be accomplished at depths ranging from 120 - 140 ft.

(e) A partial chemical water sample must be submitted from the supply which reflects less than 10 ppm nitrate. It is the responsibility of the homeowner to submit bacteria water results which reflect a safe supply prior to occupancy approval being given.

(f) The test well located on (Lot 79 shall be properly abandoned if not intended to be used as a potable water supply.

(g) All wells and septics shall be located in the areas as indicated on the preliminary plan submitted by Desine, Inc. which is on file at the Livingston County Health Department, or as otherwise approved by the Livingston County Health Department.

(h) There shall be no underground utility lines located within the area designated as active and reserve septic system.

(i) The reserve septic locations as designated on the preliminary plan on file at the Livingston County Health Department must be maintained vacant and accessible for future sewage disposal uses.

(j) All lots must maintain a minimum of 50 ft. from any portion of the storm drainage system with both active and reserve onsite sewage disposal systems.

(k) Lots 2, 12, 13, 14, 16, 20, 25, 27, 28, 29, 30, 31, 32, 33, 36, 37, 39, 40, 41, 42, 43, 44, 56, 63, 64, 69, 71, 74, 76, 79, 81, 82, and 87 will require a cutdown to the permeable soils which is most likely to be encountered at depths ranging between 4.5 ft. to 7 ft. \* ?

(l) Lots 6, 7, 9, 10, 11, 26, 38, 57, 77, 78 and 88 will require a cutdown to the permeable soils which will most likely be encountered within the top 4 ft. ?

(m) Lots 3, 4, 5, 15, 17, 18, 19, 21, 22, 23, 24, 34, 35, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 58, 59, 60, 61, 62, 65, 66, 67, 68, 70, 72, 73, 75, 80, 83, 84, 85, 86, 89, 90, and 91 will require a cutdown to the permeable soils which is most likely to be encountered at depths ranging between 7 ft. to 9 ft. Due to the fact that unsuitable soils will be excavated and this area replaced with a clean sharp sand, the cost of the onsite sewage disposal system may be higher than a conventional sewage system.

(n) Three (3) bedroom homes will require a 2400 sq. ft. area designated for active and reserve septic area, while four (4) bedroom homes will require a 2800 sq. ft. area.

(o) "San Marino Glens" Subdivision has been approved for 91 single family lots. These lots can not be further divided to create additional building sites within the development.

(p) All of the foregoing restrictions regarding water supply and sewage disposal are not severable and shall not expire, even if the term for these building and use restrictions shall expire. any and all changes, modifications or amendments are subject to the approval of the Livingston County Health Department, or its successor. The Declarant/Grantor makes no warranties nor any representations regarding any requirements of such Department, or its successor.

20. GENERAL CONDITIONS:

(a) Any person protected by the provisions of this Declaration may seek enforcement of such provisions against any person who shall violate or attempt to violate such provisions. Enforcement may be by proceedings at law or in equity, or both, and may be either to restrain violations or to recover damages, or both. The Association may also enforce the provisions hereof.

(b) In the event that a court of competent jurisdiction shall declare void any covenant, condition or restriction contained herein, or any part thereof, such determination shall not affect the validity of any remaining covenants, conditions or restrictions, and the same shall remain in full force and effect.

(c) The caption headings to paragraphs herein are for reference only, and shall in no way serve to limit or interpret the provisions of any paragraph.

21. TERM: The covenants, conditions and restrictions contained herein shall run with the land and shall be binding upon and shall inure to the benefit of all parties hereto and all parties claiming under them for a period of thirty (30) years from the date hereof, and shall automatically continue thereafter for successive periods of ten (10) years each, provided, however, that the owners of the fee of at least two-thirds (2/3) of the lots in the subdivision may release all or part of the lots from all or any portion of these restrictions, or may change or modify the same, by executing, acknowledging and recording an appropriate agreement or other written instrument for such purpose.



IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below.

WITNESSETH:

DECLARANT/GRANTOR:  
SAN MARINO DEVELOPMENT, INC.,  
a Michigan corporation

\_\_\_\_\_  
JAMES YOKUM, JR.

by: \_\_\_\_\_  
JOHN C. MALPELI, JR.  
Its President

MALPELI CONSTRUCTION COMPANY

\_\_\_\_\_

by: \_\_\_\_\_  
JOHN C. MALPELI, JR.  
Its President

STATE OF MICHIGAN     )  
                                  ) SS.  
COUNTY OF LIVINGSTON)

On this \_\_\_\_ day of \_\_\_\_\_, 1995, before me, a Notary Public in and for said County, personally appeared John C. Malpeli, Jr., to me personally known, who being duly sworn, did say that he is the President of San Marino Development, Inc., the Michigan corporation named in the foregoing instrument and that he executed the same on behalf of said corporation by authority of its board of directors, and the said John C. Malpeli, Jr. acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
James Yokum, Jr.  
Notary Public, Livingston  
County, Michigan  
My commission Expires: \_\_\_\_\_

LEGAL DESCRIPTION - SAN MARINO GLENS  
FINAL PLAT

1/12/95

Commencing at the North 1/4 Corner of Section 30, T3N, R6E, Hartland Township, Livingston County, Michigan; thence S01°18'45"E 2016.50 feet along the North-South 1/4 line of said section as monumented and shown on the plat of San Marino Meadows, a subdivision as recorded in Liber 29 of plats on pages 6 through 11 inclusive, Livingston County Records for a PLACE OF BEGINNING; thence continuing S01°18'45"E 664.69 feet along said North-South 1/4 line; thence N88°40'10"E 2003.66 feet along the East-West 1/4 line of said section as monumented and as shown on said plat of San Marino Meadows; thence S01°28'55"E 984.90 feet along the East line of the West 1/2 of the East 1/2 of the Southeast 1/4 of said section; thence S88°40'10"W 258.27 feet; thence S01°19'50"E 295.51 feet; thence S88°40'10"W 236.16 feet; thence S03°07'29"E 23.28 feet; thence S82°13'00"W 239.67 feet; thence S86°45'15"W 82.65 feet; thence S31°22'42"W 246.19 feet; thence S60°56'43"E 223.70 feet; thence 211.91 feet along the arc of a 423.00 foot radius circular curve to the left through a central angle of 28°42'14" and having a chord bearing S14°42'10"W 209.71 feet; thence N89°38'57"W 50.00 feet; thence N72°51'31"W 533.98 feet; thence N11°14'40"W 100.97 feet; thence N00°00'49"E 248.65 feet; thence S88°35'40"W 294.07 feet; thence N01°24'20"W 114.70 feet; thence S88°35'40"W 330.00 feet; thence S01°24'20"E 115.15 feet along the North-South 1/4 line of said section as monumented; thence S88°47'08"W 651.30 feet along the South line of the North 1/2 of the Southwest 1/4 of said section; thence N01°12'52"W 683.41 feet; thence S88°49'36"W 682.97 feet; thence N01°18'30"W 654.85 feet; thence S88°49'36"W 2.50 feet along the East-West 1/4 line of said section as monumented; thence N43°37'55"E 757.84 feet; thence N83°24'55"E 285.53 feet; thence S83°44'25"E 67.69 feet; thence N67°38'21"E 300.00 feet; thence N88°41'15"E 166.62 feet to the Place of Beginning. Being a part of the Northwest 1/4, a part of the Southwest 1/4, and a part of the Southeast 1/4 of Section 30, T3N, R6E, Hartland Township, Livingston County, Michigan, containing 107.97 acres of land, more or less, being subject to easements and restrictions of record, if any.