Woods of Novi Homeowners Association Bylaws

ARTICLE I – NAME

1.1 The name of the organization shall be Woods of Novi Homeowners Association hereinafter referred to as the "Association". There is no principal office of the association, therefore meetings of Members and Directors may be held at such places as may be designated by the Board of Directors.

ARTICLE II - DEFINITIONS

2.1 **Association:** Refers to Woods of Novi Homeowners Association

2.2 **Member:** An owner (not renter) of a property within the boundaries of the Association.

2.3 **Common Area:** All real property owned by the Association for the common use and enjoyment of the members.

ARTICLE III: PURPOSE

3.1 To ensure the development of the Subdivision as a desirable residential area.
3.2 To prevent any use of the Subdivision that might diminish its value.
3.3 To assure the harmony, attractiveness, and utility of the Subdivision.

ARTICLE IV – MEMBERSHIP AND VOTING RIGHTS

4.1 **Membership:** Every homeowner in the community shall be a mandatory member of the Association.

4.2 **Right to vote:** Each member shall be entitled to one vote per property owned. In the case of multiple homeowners for a single property, the vote shall be exercised as they among themselves determine.

- Members who have unpaid dues or other penalties will be ineligible to vote until all monies due have been paid.

4.3 **Quorum:** A quorum of eligible voting members (2/3rds of homeowners) is required for an official vote. If a quorum is not present for the annual board meeting, all homeowners will be advised of items up for vote by mail. Members will have 2 weeks to submit their votes. If votes are not submitted it will be assumed that the association member is voting in the affirmative for proposed changes.

ARTICLE V – MEETINGS OF MEMBERS

5.1 **Annual Meetings:** An annual meeting of the members shall be held each year on a date set by the Board of Directors.

5.2 **Special Meetings:** Special meetings may be called by the President, the Board of Directors, or by members representing one-tenth of the votes.

5.3 **Notice of Meetings:** Written or posted notice of each meeting shall be provided to members at least 14 days before the meeting.

ARTICLE VI – BOARD OF DIRECTORS

6.1 **Number:** The affairs of the Association shall be managed by a board of no less than 4, but no more than 10 directors.

6.2 **Term:** Directors shall serve for a term of 3 years.

6.3 **Election**: Election of directors shall occur at the annual meeting of members.

- Voting for the election will be by majority of members in good standing at attendance of the annual meeting. A quorum is not required.
- Voting is only required when a member's term has expired.

6.4 **Vacancies:** Vacancies shall be appointed by the remaining board members, and the appointee will serve for the remainder of the previous members term.

6.5 **Powers:** The Board of Directors shall have all the powers and rights necessary to administer the Association's affairs and to perform the Association's responsibilities and to exercise its rights as set forth in these Bylaws, provided that such rights and powers are not inconsistent with the provisions of state laws and limited by the provisions of the Association's Declaration. In particular, but not limited to, the Board of Directors have the power to:

- Manage, control and restrict the use of the Common Areas of the community and the conduct of the Association Members and their guests by adopting and publishing rules and regulations, and establishing monetary penalties to enforce any lack of compliance.
- Suspend a Member's voting rights and the right to use the Common Areas if a Member is in default of any assessment payment due and owing to the Association, or for lack of compliance with the Association's published rules and regulations;
- Exercise all powers and duties not reserved to the Membership and authorized by these Bylaws, Articles of Incorporation or the Declaration;
- Create a vacancy of the office of a Member of the Board of Directors in the event of a Board Member's 5 consecutive unexcused absences to the regular meetings of the Board of Directors; and

- Employ and supervise managers, attorneys, independent contractors, or such other employees as the Board of Directors may deem necessary to perform its functions.

ARTICLE VII – OFFICERS

7.1 **Officers:** The officers of the Association shall be a president, secretary, and treasurer.

7.2 **Election:** Officers shall be elected every 3 years by majority vote at the annual meeting of members, or as needed to fill a vacancy.

7.3 **Duties:** Duties of the officers will be established by the Board of Directors.

ARTICLE VIII – COMMITTEES

8.1 The Association may establish committees as deemed appropriate by the Board of Directors.

ARTICLE IX – FINANCES

9.1 **Dues:** Annual dues will be established by the Board of Directors and communicated to members.

- Notice for collection of dues will be mailed out to homeowners at the end of May each year.
- Homeowners have 90 days to pay without penalty. If dues are not paid by September 1st at $10 late fee will be applied.
- If payment is still not received by October 1st a $20 late fee will be applied for each month of non payment.
- Unpaid dues after January 1st will be sent to a collection agency
- Unpaid dues after June 1st of the following year, will have a lien filed on the home.
    - If a home is put up for sale and the homeowner is not current on their dues a lien will be filed immediately.

9.2 **Budget:** The Treasurer shall prepare an annual budget to be approved by the Board of Directors.

9.3 **Assessments:** Special assessments may be levied by a two-thirds vote of the board.

ARTICLE X: PROPERTY USE RESTRICTIONS

10.1 **Residential Use**: All lots shall be used exclusively for single-family residential purposes. Only one detached single-family Dwelling, not to exceed thirty (30) feet in height, may be erected on any lot.

10.2 **Approval of Improvements**: No structure or improvement shall be erected, placed, or altered on any lot until approved in writing by the Association. This includes, but is not limited to, driveways, parking areas, buildings, fences, decks, patios, paved areas, walls, hedges, or other structures.

10.3 **Minimum Dwelling Size**: The Dwelling must have a minimum livable floor area as follows:

- One-story or one-and-a-half-story: 1,500 square feet.
- Two-story: 1,800 square feet.
- Tri-level or quad-level: 1,600 square feet on the upper two levels.

10.4 **Exterior Materials**: All buildings must be constructed of brick, stone, aluminum, vinyl, wood, or a combination thereof. Cement, slag, cinderblock, asbestos siding, concrete, or imitation brick are prohibited.

10.5 **Landscaping**: Upon completion of a Dwelling, the lot must be finish graded, sodded, and suitably landscaped within ninety (90) days, weather permitting. Landscaping must be aesthetically pleasing and well-maintained.

10.6 **Pets**: No animals or fowl, except for three domesticated household pets, shall be kept on any lot. Pets causing a nuisance or destruction must be restrained.

- The State of Michigan requires all dogs over the age of 4 months to be current with rabies vaccine and be licensed.
- Yards must be free of accumulated droppings.
- Droppings must be immediately removed from any public area.
- Dogs in any public area must be restrained on a leash and vaccinated against rabies.

10.7 **Fences and Dog Runs**: Dog runs or enclosed shelters for pets must be integral to the Dwelling and approved by the Association. They must be made of wood or brick, not exceed 150 square feet, and be screened with landscaping.

10.8 **Fencing and Screening**: No fence, deck, patio, paved area, wall, or hedge may be erected or maintained without the prior written approval of the Association.

10.9 **Sidewalks**: Sidewalks are part of the public domain and must remain clear of debris, snow, and any obstructions. Vehicles, toys, and other items must not block the sidewalks, as doing so may force pedestrians into the street, creating a safety hazard.

10.10 **Lawn Watering**: Residents of even-numbered homes should water only on even calendar days, and residents of odd-numbered homes should water only on odd calendar days. To conserve water and reduce strain on the system, underground sprinkler systems should operate exclusively during non-peak hours between 11:00 p.m. and 5:00 a.m.

10.11 **Trailer Parking**: Trailers, including travel trailers, utility trailers, boat trailers, and similar vehicles, may be parked on the street for a maximum of three consecutive days. When parked, trailers must not obstruct drivers' visibility or block sidewalks or access to homes. Exceptions may be granted for home improvement projects with prior approval from the board.

ARTICLE XI: ADDITIONAL RESTRICTIONS

11.1 **Prohibited Structures**: No mobile home, trailer, house or camping trailer, tent, shack, tool storage shed, barn, tree house, or other similar outbuilding or structure shall be placed on any lot at any time, either temporarily or permanently. Plans for swimming or bathhouses must be specifically approved by the Association and the City of Novi.

11.2 **Vehicle Restrictions**: Trailers, trucks, boats, aircraft, commercial vehicles, campers, or other recreational vehicles or other vehicles except passenger cars and passenger vans shall not be parked or maintained on any lot unless in a suitable private garage built in accordance with the restrictions set forth herein. These provisions do not apply to the Association or any builder designated by the Association during the construction period or during such periods as any Dwelling may be used for model or display purposes.

11.3 **Lot Maintenance**: Each lot owner is responsible for preventing their lot and any Dwelling, improvements, and/or structures located thereon from becoming unsightly or unkempt or from falling into disrepair so as to decrease the beauty of the neighborhood or the Subdivision. No lawn ornaments, sculptures, or statues shall be placed or permitted to remain on any lot without the prior written permission of the Association.

11.4 **Prohibited Activities**: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon that causes embarrassment, discomfort, annoyance, or nuisance to the neighborhood. No animals, devices, or things whose normal activities or existence are noxious, noisy, dangerous, unsightly, unpleasant, or diminish or destroy the reasonable enjoyment of other property in the neighborhood shall be maintained.

11.5 **Swimming Pools**: No above-ground pools shall be erected or maintained on any lot without the prior written permission of the Association.

11.6 **Tree Preservation**: No large trees measuring eight (8) inches or more in diameter at ground level shall be removed without written approval from the Association and compliance with all applicable municipal ordinances, including the Woodlands Ordinance of the City of Novi. Each lot owner must submit a tree preservation plan to the Association for approval prior to construction. Each lot owner is responsible for maintaining and preserving large trees on their lot.

11.7 **Association's Right of Entry**: The Association reserves the right, after reasonable written notice to the lot owner(s), to enter any residential lot to mow, remove, clear, cut, or prune underbrush, weeds, or other unsightly growth, which in the opinion of the Association detracts from the overall beauty, setting, and safety of the Subdivision. Such entrance shall not be deemed a trespass. The Association may also remove any trash collected on the lot without being deemed a trespasser. Costs incurred by the Association for these actions may be assessed to the lot owner.

11.8 **Assessment of Charges**: All charges against any lot or lots in the Subdivision in connection with the provisions of the previous paragraph shall be the personal liability of the owner(s) of the lot(s). The Association or its successors shall have the right to enforce collection for any expenses incurred by a suit at law for a money judgment or by foreclosure of a lien that secures payment of the assessment. Each owner shall be deemed to have granted the Association the right to assess and lien the lot for costs incurred, with the right to foreclose such a lien either judicially or by advertisement.

11.9 **Drying Laundry**: No laundry shall be hung for drying in such a way as to be visible from any street in the Subdivision.

11.10 **Grade Changes**: The grade of any lot in the Subdivision may not be changed without the written consent of the Association to prevent interference with the master drainage plans. The Association reserves the right to enter any lot for the sole purpose of modifying grades due to construction on adjacent lots to preserve the master drainage plans. The Association shall restore the property to its original or similar condition, provided they are not responsible for replacing any improvements that altered the original drainage plans.

11.11 **Air Conditioners**: No "through the wall" air-conditioners shall be installed in any Dwelling or structure in the Subdivision except at the rear of the residence.

11.12 **Outside Compressors**: No outside compressors for central air units or other similar machinery may be located other than in the rear yard, within five (5) feet of a rear wall of the Dwelling, and shall not project past the side walls of the Dwelling so as to extend into a side yard.

11.13 **Basketball Apparatuses**: Basketball apparatuses consisting of a single backboard, hoop, and net may project into a front yard or side yard setback area when mounted directly on a garage. Alternatively, a single pole-mounted backboard, hoop, and net may be erected, provided it is located only in the one-half of the front yard or side yard lawful setback area nearest the dwelling and is contiguous to the driveway.

11.14 **Water and Sewer Connections**: All Dwellings must be connected to the City water and sanitary sewer system.

11.15 **Prohibited Weapons**: The use of any BB guns, firearms, air rifles, pellet guns, bow and arrows, slingshots, or any other weapons of any kind is prohibited in the Subdivision.

11.16 **Utility Easements**: Subject to all applicable municipal ordinances, including the Woodlands Ordinance of the City of Novi, the Association reserves perpetual, alienable, and releasable easements, and the right to go on, over, and under the lots in the Subdivision, as shown on the final plat, for installing and maintaining all public utilities and conveniences. These include sanitary sewers, storm sewers, water and drainage lines, electric and telephone wires, cables and conduits, water mains, gas lines, and

cable TV and internet lines. These easements and rights expressly include the right to cut trees, bushes, or to grade the soil or take other similar actions necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety, and appearance. These rights may be exercised by any licensee or Association, but this reservation shall not obligate the Association to provide or maintain any such utility or service.

11.17 **Electrical and Telephone Services**: Subject to all applicable municipal ordinances, including the Woodlands Ordinance of the City of Novi, each lot owner in the Subdivision shall install, own, maintain, repair, and replace, at their sole expense, electrical service conductors and telephone facilities from the public easements to the Dwelling located on the lot. Each lot owner shall be solely responsible for any injury to persons or property occurring during the installation or maintenance of said services.

11.18 **Shrubs and Foliage**: No shrubs or foliage shall be permitted on any lot within five (5) feet of any transformer enclosures or secondary connection pedestals.

11.19 **Surface Water Accumulation**: Association has designated certain lands in the Subdivision to be used for surface water accumulation in connection with the proposed drainage easements (as shown on the plat for the Subdivision). Association covenants for itself, its successors, and assigns that such lands shall continue to be used in such a manner as to facilitate the proper drainage of the Subdivision. The City of Novi or the Oakland County Road or Drain Commission, or their respective successors or assigns, shall have the right to go upon such lands to maintain the proper drainage of the Subdivision.

11.20 **Construction on Easements**: No Dwellings, improvements, or structures may be constructed or maintained over or on any easements except for driveways and sidewalks approved by Association as to location and size. After the utilities have been installed, such areas may be sodded. All other planting or lot-line improvements over or on said easements shall be allowed only upon prior written approval of Association and only if they do not interfere with, obstruct, hinder, or impair the drainage plan of the Subdivision. Association or the aforementioned utilities shall only be responsible for restoring the lot owner's property to the extent of sod in the easement area and shall have no further responsibility for any landscaping, decks, patios, or other improvements or structures.

11.21 **Subdivision Structures**: Easements are reserved to Association for the erection, maintenance, repair, alteration, improvement, and replacement of Subdivision entrances, walls, fences, gates, signs, ornamental lights, sprinkling systems, and other items that benefit the Subdivision as a whole. These easements shall not conflict with the purposes for which the existing easements are intended.

11.22 **Signage Restrictions**: No commercial signs, except "for sale" signs of normal and usual size, shape, and material, shall be erected or maintained on any lot without the written permission of Association. If such permission is granted, the Association reserves

the right to restrict the size, color, and content of such signs. All property identification signs, mailboxes, delivery receptacles, yard lights, and similar items shall be of a standard color, size, and style determined by Association and shall be erected only in areas designated by Association.

11.23 **Antennas**: No outside antenna or similar devices shall be placed, constructed, altered, or maintained on any lot unless Association determines, in its sole discretion, that the absence of an outside antenna creates substantial hardship with respect to a particular lot.

11.24 **Stockpiling and Storage**: The stockpiling and storage of building and landscaping materials and/or equipment shall not be permitted on any lot except if such materials and/or equipment may be used within a reasonable length of time. However, the storage of landscape material shall not extend for more than thirty (30) days. This paragraph does not apply to Association and/or any builder designated by Association during the construction period of new Dwellings in the Subdivision.

11.25 **Debris Removal**: Any debris resulting from the destruction, in whole or in part, of any Dwelling, improvement, or structure on any lot in the Subdivision shall be removed with all reasonable dispatch to preserve the sightly condition of the Subdivision.

11.26 **Dwelling Elevation**: No substantially similar front elevation in style and color of any Dwelling shall be duplicated on any lot less than that permitted by the City of Novi Ordinance as in effect from time to time.

11.27 **Subdivision Improvements**: The design, construction, type of material, and color used for Subdivision entranceways, gates, walls, fences, and other ornamental structures installed by Association, and the design and materials used in landscaping around these structures and elsewhere in the Subdivision (collectively referred to as "Subdivision Improvements") shall not be altered without the prior written consent of Association. No additions to these improvements shall be made without Association's prior written consent. Association's rights or powers pursuant to Article III or IV cannot be transferred or assigned to any other entity to approve any additions or alterations to the Subdivision Improvements unless expressly provided in writing by Association. The costs of maintenance, repair, and replacement of these Subdivision Improvements, including public sprinkling systems, shall be the sole responsibility of all lot owners in the Subdivision. These improvements shall be maintained to ensure the attractiveness and enjoyment of the Subdivision. Such costs shall be assessed and collected as defined in the By Laws.

11.28 **Common Areas**:

- The Common Areas shall be maintained in accordance with maintenance and/or easement agreements between Association and/or the Association and the City of Novi.

- These areas should be preserved for aesthetic appeal and to support the wildlife in our area.

11.29 **Maintenance Access**: Association, the Association, and the City of Novi, their agents, and representatives, shall have perpetual easement for reasonable access to the Common Areas for maintenance, repair, operation, and improvement.

11.30 **City Maintenance**: If the Association fails to maintain the Common Areas in reasonable order and condition, the City of Novi may serve written notice to the Association detailing the maintenance deficiencies and demanding they be cured within thirty (30) days. If not cured, the City of Novi may maintain the Common Areas and assess the maintenance costs against the lot owners in the Subdivision.

11.31 **Floodplain Requirements**: The 100-year floodplain elevation is defined as elevation 934.2 (N.G.V. Datum), as established by the Michigan Department of Natural Resources. Any residence constructed within areas affected by floodplains must comply with the following:

- Lower floors, excluding basements, must not be lower than the floodplain elevation.
- Openings into the basement must not be lower than the floodplain elevation.
- Basement wells and floors below the floodplain elevation must be watertight and designed to withstand hydrostatic pressures, following the methods and procedures outlined in "Flood Proofing Regulations" by the U.S. Army Corps of Engineers.
- Equip with a positive means of sewer backup prevention.
- Properly anchored to prevent flotation.

11.32 **Garbage Collection:** Collection is provided by the City of Novi. Each home is provided with a 96 gallon trash cart and a 64 gallon recycling cart (yellow top)

- By city ordinance ‘Refuse bins are to be placed at the curb no more than 24 hours before the collection time and must be removed no later than 12 hours after collection.
- Both recycling and trash bins have a lid and must be closed at all times
- Refuse bins must be screened from public view. Store your bins in your garage or on the side, or back, yard where it will not be a nuisance to your neighbors

ARTICLE XII: ARCHITECTURAL CONTROL

12.1 The Architectural Control Committee, appointed by the Association, shall review all plans for construction, alterations, and landscaping to ensure compliance with these Bylaws.

12.2 The Committee's approval may be based on aesthetic considerations and the preservation of the natural setting.

ARTICLE XIII: MAINTENANCE AND REPAIRS

13.1 Each lot owner shall maintain their property, including the Dwelling and landscaping, in good condition and repair.

13.2 Homeowners with property along Novi Road are financially responsible for the portion of the fence located on their property. As such, they must maintain the fence to ensure it remains consistent with the overall aesthetic and appearance of the rest of the fence, using only materials that preserve its uniform look.

ARTICLE XIV: ARCHITECTURAL CONTROL COMMITTEE

14.1 At such time as all of the lots in the Subdivision are sold by Association and dwellings are erected thereon, or at such earlier time as Association may, in its sole discretion, elect, Association may assign, transfer and delegate to an Architectural Control Committee all of its rights to approve or refuse to approve plans, specifications, drawings, elevations, or other matters with respect to the construction or location of any Dwelling, deck, fence, wall, hedge, or other structure on any lot in the Subdivision. Thereafter, the Architectural Control Committee shall exercise all of the authority and discretion granted to Association above relative to approving or disapproving such matters, and Association shall have no further responsibilities with respect to such matters. The Architectural Control Committee shall be composed of up to five (5) members to be appointed by Association. Association may also transfer its right to delegate members of the Architectural Control Committee to the homeowners association for the Subdivision. Until such an event, the Association reserves the right to appoint and remove members of the Architectural Control Committee, in its sole discretion.

14.2 Any submission to the Association or the Architectural Control Committee for any approval provided for under this Declaration shall be in writing. The parties acknowledge that the primary purpose for architectural control is to ensure the proper and harmonious development of the Subdivision in order to maximize the aesthetic beauty of the Subdivision and its blending with the surrounding area. To this end, Association or the Architectural Control Committee, as the case may be, shall be deemed to have broad discretion in terms of determining what dwellings, fences, walls, decks, patios, paved areas, hedges, or other structures will enhance the aesthetic beauty and desirability of the Subdivision or otherwise further or be consistent with the purpose of any restrictions. In no event shall either Association or the Architectural Control Committee have any liability whatsoever to anyone for their approval or disapproval of plans, drawings, specifications, elevations of the dwellings, fences, walls, decks, patios, paved areas, hedges, or other structures subject thereto, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty, or otherwise. By way of example, neither Association nor the Architectural Control Committee shall have liability to anyone for the approval of plans, specifications, structures, or the like which are not in conformity with the provisions of this Declaration or for disapproving plans,

specifications, structures, or the like which arguably are in conformity with the provisions hereof.

ARTICLE XV: AMENDMENTS

15.1 These Bylaws may be amended by a two-thirds vote of the Association members, provided that any amendment must be consistent with the Declaration of Covenants, Conditions, and Restrictions.

ARTICLE XVI: MISCELLANEOUS

16.1 **Enforcement**: The Association shall have the right to enforce these Bylaws through legal action if necessary.

16.2 **Severability**: If any provision of these Bylaws is found to be invalid, the remaining provisions shall continue in full force.