

WINDRIDGE VILLAGE CIVIC ASSOCIATION

CONSTITUTION AND BY-LAWS

ARTICLE I

TITLE

- SECTION 1 The name of this Organization is to be WINDRIDGE VILLAGE CIVIC ASSOCIATION.
- SECTION 2 This Organization shall incorporate under Act 327, PUBLIC ACTS OF MICHIGAN OF 1931.
- SECTION 3 The principal office or place of business shall be in Windridge Village Subdivision, City of Livonia, County of Wayne, State of Michigan, the particular address as reported in the Corporation Annual Report.

ARTICLE II

PURPOSES

The purpose for the formation of the Association is generally to promote the welfare of its members by maintaining and beautifying the subdivision in which its members are located, by enforcing building and use restrictions, by representing its members before governmental boards or bodies, by promoting social and recreational activities and by engaging in such other activities as are incidental thereto and not forbidden by the Laws of the State of Michigan and with all the powers conferred upon corporations by the Laws of the State of Michigan.

ARTICLE III

MEMBERSHIP

- SECTION 1 The membership of this Association shall be limited to home owners of the "Windridge Village Subdivision" with each household considered as one membership. The home owner may relinquish his right to membership to lease where the premises are leased but only in writing.
- SECTION 2 Each active membership shall have two (2) votes, which represents two (2) members. Husband and spouse, or co-owners, shall be entitled to cast one (1) vote each at all meetings of members and elections. No member shall be eligible to vote at any meeting of the Association unless all current year dues have been paid. Absentee ballots will be accepted for the election of officers only. They may be obtained from the Secretary and must be returned one (1) day prior to the election officers.

ARTICLE IV

OFFICERS, TRUSTEES AND BOARD OF TRUSTEES

- SECTION 1 The Officers of this Association shall consist of a President, Vice-President, Treasurer, and Secretary.
- SECTION 2 The Trustees shall consist of six (6) members elected by the membership. No two of whom shall be of the same household.
- SECTION 3 The Board of Trustees shall consist of the four (4) Officers and the six (6) Trustees.
- SECTION 4 The Chairman of the Board of Trustees shall be elected by the six (6) Trustees. Any Trustee is eligible to be elected Chairman of the Board of Trustees.

ARTICLE V

DUTIES AND POWERS OF THE OFFICERS AND TRUSTEES

- SECTION 1 The President shall preside at all meetings of the Association. He shall appoint all standing and special committees. It shall be his duty to carry out the will of the Association as expressed at regular and special meetings, and, in general, to conduct the affairs of the Association in a manner consistent with the authority and responsibility pertaining to his office.
- SECTION 2 In the absence of the President, The Vice-President shall discharge the duties of the President. The Vice-President shall also assist the President in accordance with his direction. In the event the President should resign or be removed from Office, the Vice-President shall assume the Office of the President and the Office of the Vice-President with its associated Board position shall remain vacant. In the event the President and Vice-President Officers both become vacated, a special election by the membership will be required to fill the officers and memberships on the Board of Trustees held by these Officers.
- SECTION 3 The Treasurer shall keep account of all monies received by and expended for the use of the Association. In the absence of the Treasurer, the Board of Trustees, will authorize one of the remaining officers to perform such duties of the Treasurer as may be necessary.
- A. FUNDS ---All monies of the Association shall be deposited in a Bank approved by the Board of Trustees. The Treasurer's account shall be audited annually, or at any other time prescribed by a simple majority vote of the remaining members of the Board of Trustees, by an auditor selected by the Board.
 - B. All disbursements of Association funds shall be made by check. Each check shall have two authorized signatures. Authorized signees shall be the President, Chairman of the Board of Trustees and the Treasurer. All disbursements shall be made only as authorized by the Board of Trustees.
 - C. It shall be the duty of the Treasurer to prepare and file all forms, reports, etc., which may be required by law, by state, Federal or other Governmental Agency.

- D. The Treasurer shall determine whether a quorum under Section 3, Article VII, has been achieved and what a majority of the Membership is for voting at all meetings of the Association.

SECTION 4 The Secretary shall attend all Association and Board of Trustees' meetings and keep a true and accurate record of their proceedings. He shall enroll a complete list of all members and their addresses in regard to membership, the Board of Trustees, and of the respective committees.

SECTION 5 It shall be the duty of the Board of Trustees to care for the property and interests of the Association and to determine policies for the conduct of its affairs. The Board shall have the power to expend funds to promote the welfare of the Association and to employ all such means, not in conflict with this Constitution and By-Laws, or with the laws of this State, as it may deem proper and expedient to secure the purposes for which the Association is organized. The Board of Trustees may arrange for the Treasurer to be bonded for an amount to be determined by them through an accredited bonding company.

ARTICLE VI

ELECTION AND TERM OF OFFICERS AND TRUSTEES

SECTION 1 The Officers and Trustees shall be elected from the general membership at the June Meeting to take office on July 1.

SECTION 2 The officers shall hold their respective offices for the term of one (1) year following their election and until successors take office.

SECTION 3 The Trustees term of office shall be two (2) years. Two Trustees shall be elected annually.

SECTION 4 Officers and Trustees may not hold the same office for more than two successive terms. Any member holding a given office for longer than one-half of a term, but not longer than one term, shall be considered as having held that office for one term.

SECTION 5 Nomination for Office ---

- A. A Elections Committee consisting of five (5) members shall be appointed by the President not later than the last day of February each year. These appointments must be approved by the Board of Trustees.
- B. It shall be the duty of the Elections Committee to select a minimum of two (2) nominees from the general membership for each of the following offices: President, Vice-President, Treasurer, Secretary, and two (2) Trustees. Each nominee selected must indicate, to the Nominating Committee, a willingness to serve in said office if subsequently elected.
- C. Additional nominations for the offices to be filled may be made from the floor by an active member at the Annual Meeting, provided the eligible member nominated is present and willing to serve.

- D. Election of Officers and Trustees shall be by secret ballot. Candidates receiving the greatest number of votes cast for respective offices shall be elected. Absentee ballots will be accepted.
- E. The Elections Committee shall establish all other election procedures and direct the election.

Article VIII

REMOVALS AND VACANCIES

- SECTION 1 The Association may remove from office an Officer or Trustee whenever, in its judgment, the welfare of the Association required such removal, provided that a statement signed by at least 10% of the members in good standing and setting forth the intention to ask for such removal, shall be filed with the Secretary, with the President, or with any member of the Board of Trustees, and shall be read by him at the next regular or special meeting of the Association. The Association may proceed, by a vote of not less than two-thirds of active members present, to carry out and put into effect such removal.
- SECTION 2 In the event a vacancy shall occur in any of the selected offices, except as stated in Article V – Section 2, the vacancy shall be filled by the remaining members of the Board of Trustees for the balance of the unexpired term. All vacancies filled by the Board of Trustees shall have the approval of at least six (6) members of the Board of Trustees. (amended 1985)

ARTICLE VIII

MEETING OF MEMBERS

- SECTION 1 The June meeting shall be considered the last meeting of the fiscal year. At this meeting, annual reports of the retiring officers and trustees shall be presented, and such other business transacted as shall properly come before the meeting. The annual meeting of members of the Association for the installation of officers and trustees shall be held at the July Meeting of each year.
- SECTION 2 Special meetings of members may be called at any time by a majority of the Board of Trustees. Upon their own initiative, or upon request in writing of 10% of the active members. A notice of every special meeting, stating the time, place and object thereof shall be given to the members of the Association at least ten (10) days before such meetings. No business other than that for which the special meeting was called shall be transacted. To transact any business, a quorum must be present.
- SECTION 3 QUORUM ---
- A. Annual and special meetings --- the active members present shall constitute a quorum for the transaction of business. A majority of votes cast shall be controlling.

- B. Board of Trustees meeting --- Six (6) of the membership of the Board of Trustees shall constitute a quorum for transacting business. A majority of the votes cast shall be controlling. (amended 1985)

ARTICLE IX

DUES

The dues for membership in the Association shall be assessed against Windridge Village property owners at the rate of \$25.00 per year per membership. Dues shall be payable annually prior to the May 31st. Such dues shall constitute active membership for the following year. (amended 2010)

ARTICLE X

COMMITTEES

SECTION 1 STANDING COMMITTEES ---

- A. The President, with the approval of the Board of Trustees after each annual election shall appoint the members of all standing committees from the active membership.
- B. A Trustee shall act as the Chairman of each committee. The following shall be standing committees:
 1. Membership Committee – This Committee is organized to promote interest in the Civic Association among the residents and to obtain new members for the Association. The Committee shall be sufficiently informed about the operation of the Association to answer questions posed by members and prospective members. All membership dues collected by the Membership Committee shall be forwarded to the Treasurer. Membership card shall constitute receipt. The Chairman shall submit the name and addresses of all new members to the Secretary for recording on the membership roll. It shall be the duty of this Committee to assist the association in the distribution of newsletters, sale of tickets for special events, polling the membership on vital issues and any other such activities approved by the Board of Trustees.
 2. CIVIC AFFAIRS COMMITTEE – The Committee is organized to follow closely and recommend Association action when required on all civic matters affecting the Association. This would include reviewing action proposed or taken by the City involving any land, structure or business establishment in the immediate vicinity of the Subdivision as well as lending support to other Subdivisions whose property is being jeopardized by civic action. Any public action proposed by the Committee must be outlined in writing for prior approval by the Board of Trustees. The Committee may expand its operation to include programs for the attendance of the general membership.
 3. SOCIAL COMMITTEE – This Committee is organized to promote and hold social and fund raising functions for the benefit of the Association members and their families. The Committee will handle all details and arrangements required, including the obtaining of buildings facilities and notification of the individual

members. The Chairman is required to submit his plans and estimated budget for any social function in writing to the Board of Trustees for approval.

4. PUBLICITY COMMITTEE – This Committee is organized to insure the notification of the membership and the local press of all Association matters of interest to the membership. The Committee has the responsibility of obtaining information pertaining to the activities of all other committees in the Association and publishing this information in a newsletter. The Committee is also responsible for the distribution of the newsletter to the membership and for the notification of the local newspapers on any action or events considered of general interest by the Committee Chairman. All releases and publications by the Committee require the prior approval of the President.
5. SPECIAL COMMITTEE – Special committees will be appointed by the President when required.

ARTICLE XI

POLITICAL ACTIVITY

The Association shall be non-partisan. No member shall in any way commit the Association to support any candidate, or political party for elective office.

ARTICLE XII

PROCEDURE

When Rules of Procedure, etc., are not defined within the contents of these articles, the Robert's Rules of Order will be used as a guide.

DECLARATION OF COVENANTS AND RESTRICTIONS FOR

WINDRIDGE VILLAGE SUBDIVISION NO. 2

THIS DECLARATION, made this 16th day of August, 1978, by Biltmore Properties Company, a Michigan Co-Partnership, of 2900 W. Maple Road, Troy, Michigan 48084, the owner of the lands comprising WINDRIDGE VILLAGE SUBDIVISION NO. 2., being more particularly described as:

Lots 1 through 292 inclusive, of Windridge Village Subdivision No. 2, of part of the Southeast ¼ of Section 4, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan, according to the plat thereof as recorded in Liber 98, pages 53, 54, 55, and 56, Wayne County Records.

WHEREAS, the undersigned owner of the real property hereinabove described desires to provide for the preservation and enhancement of the property values and amenities in said subdivision and for the maintenance of the improvements thereon, and to this end desire to subject the real property to the covenants, restrictions, easements, and charges hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof:

NOW THEREFORE, the said owner declares that the real property hereinabove described is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements and charges (hereinafter referred to as "Declaration") hereinafter set forth.

1. Property Subject to This Declaration.

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Livonia, Wayne County, Michigan, and consists of lots 1 through 292 inclusive, of Windridge Village Subdivision No. 2, described above.

2. Residential Use.

All lots shall be used, improved and devoted exclusively to single family residential purposes. No more than one dwelling house may be erected on any one lot.

3. Nuisances.

No activity shall be permitted to exist or operate on any lot which may be or become detrimental to the occupant of any other lot or which may be or become an annoyance or nuisance to residents in the neighborhood.

4. Maintenance.

Each owner of each vacant lot, and each occupant of a residence on each improved lot shall keep his lot and all improvements thereon in good order and repair and free of debris including, but not limited to the seeding or sodding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting or other appropriate external care of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management.

5. Utility Easements.

There is hereby created a blanket easement upon, across, over, through and under the above-described subdivision for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems servicing, each lot, including but not limited to water, sanitary sewer, storm sewer, gas, telephone, electricity and television cable. By virtue of this easement, it shall be permissible for the providing utility or service company, or its authorized agent, to enter upon any lot in the subdivision during appropriate daylight hours for its specific purpose, only, of servicing the existing utility lines, including excavating for such purpose and to affix wires, circuits and conduit on exterior walls of buildings, provided such service representative restores disturbed areas to the condition in which they were found. This easement shall in no way affect other recorded easements in the subdivision and shall be limited to improvements as originally installed.

6. Minimum Setback and Yard Requirements.

No building shall be erected or maintained on lots 128 through 152 inclusive, and lots 254 through 259 inclusive, which has a front yard setback of less than thirty-five (35) feet from the front lot line, nor shall any building be erected or maintained on any of such lots which is nearer than eight (8) feet from any side lot line on one side, nor shall the total of both side yards be less than eighteen (18) feet in width, with regard to interior lots, and in the case of a side yard abutting a street, such side yard shall be not less than nineteen (19) feet in width. No building shall be erected or maintained on any of the other lots in the subdivision which has a front yard setback of less than thirty (30) feet from the front lot line, nor shall any building be erected or maintained on any of such lots which is nearer than six (6) feet from any side lot line on one side, nor shall the total of both side yards be less than sixteen (16) feet in width, with regard to interior lots, and in the case of a side yard abutting a street, such side yard shall be not less than seventeen (17) feet in width. No lot in this subdivision shall have a rear yard setback of less than thirty (30) feet from the rear lot line.

7. Building Heights.

No building shall be erected or maintained on any lot which is more than two (2) stories in height nor exceeds thirty-five (35) feet in height.

8. Lot Coverage Limitations.

No dwelling house and accessory buildings erected or maintained on any lot shall together cover a total of more than twenty-five (25%) percent of the area of such lot.

9. Minimum Lot Size.

In the event that one or more lots or parts of lots are developed for use as a site for a single residence, all restrictions set forth herein shall apply to such resulting site. In any event, no dwelling shall be erected, altered, placed on or permitted to remain on lots 128 through 152 inclusive, and lots 254 through 259 inclusive, unless such lot or site has a width at the front building setback line of at least eighty (80) feet and a lot area of at least nine thousand size hundred (9,600) square feet. No building shall be erected on permitted to remain on any of the other lots in the subdivision unless such lot or site has a width at the front building setback line of at least seventy (70) feet and a lot area of at least eight thousand four hundred (8,400) square feet.

10. Garage and Brick Front Elevations.

A garage capable of housing at least two (2), but no more than three (3) automobiles shall be erected simultaneously with the construction of each house. All garages shall be attached to the principal dwelling or architecturally related thereto by breezeway or other means. For yard and setback purposes, all garages shall be deemed to be an integral part of the dwelling. Garages shall be only for the private use of the occupant of the related dwelling.

11. Minimum Floor Area of Dwelling.

No dwelling shall be built or maintained on any lot in the subdivision unless the interior usable floor area of a one story unit shall contain not less than one thousand two hundred (1,200) square feet; and in the case of a bi-level, split level or one and one half (1 ½) story unit, the interior usable floor area of the ground floor shall contain not less than nine hundred (900) square feet, with an aggregate of not less than one thousand four hundred (1,400) square feet of usable floor area, and in the case of a tri-level, quad-level or two story unit, the interior usable floor area of the ground floor shall contain not less than eight hundred (800) square feet, with an aggregate of not less than one thousand six hundred (1,600) square feet of usable floor area. All computations of square footage shall exclude garages, porches, terraces, basements, breezeways and other unenclosed or unheated areas of the unit.

12. Temporary Structures.

No trailer, basement, tent, shack, garage, barn, outbuilding or other structure of a temporary character shall at any time be used as a residence or dwelling either permanently or on a temporary character shall at any time be used as a residence or dwelling either permanently or on a temporary basis in the subdivision. No unfinished dwelling shall be occupied as a temporary residency. Storage buildings may be maintained to house building materials and supplies during the period of construction of permitted dwellings, which storage buildings shall be removed upon completion of the dwelling units, and a temporary sales office may be maintained by each builder or builders in the subdivision during the period of construction and sales of new houses.

13. Signs.

No sign for any business or commercial purpose shall be displayed on any lot except for one sign of not more than five (5) square feet in area advertising the property for sale or rent. This restriction shall not apply to signs used by builders for which permits have been granted by the City of Livonia during the period of construction of houses on the lots, for advertising, model and display purposes.

14. Site Distances at Street Intersections.

No fence, wall hedge, shrub, planting or tree shall be permitted to remain on any corner lot which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway within the triangular area formed by lines from the curb of the intersecting streets and a line connecting them at points twenty-five (25) feet from the intersection of the streets, or in the case of rounded corners, from the intersection of the lines as extended. Trees shall be permitted adjacent to such triangular corner areas only so long as their foliage is maintained at sufficient height so as to prevent obstruction of such sight lines.

15. Animals.

No farm animals, wild animals or poultry shall be kept, bred, raised or harbored on any lot; except that household pets may be kept for personal enjoyment of residents, and not for any commercial purpose, so long as they have such care as not to be objectionable or offensive due to noise, odor, or unsanitary conditions.

16. Fences.

No fence of any kind shall be permitted to be erected, placed or maintained on any lot or lot line except ~~as permitted~~ **where required (amended 7/23/85)** by ordinance of the City of Livonia, and in such instance that fence may be of any height and of any material for which a permit was obtained from the city.

17. General Conditions.

- a. No lot shall be used or maintained as a dumping ground for trash, rubbish, dirt, garbage or waste. All rubbish and garbage shall be kept in sanitary containers properly concealed from public view. Garbage containers shall not be left at the street for more than 24 hours in any one week.
- b. No commercial vehicles, boats, travel trailers, mobile homes, campers, snowmobiles or trailers used to store or transport any of these vehicles shall be permitted to be parked or stored on the driveway, or in the front, side, or rear yard of any house or on any vacant lot in the subdivision for more than twelve (12) hours. Such vehicles may be parked or stored for in excess of twelve (12) hours only within a garage which conforms to the garage requirements as hereinabove set forth.
- c. No lot grade may be altered so as to interfere with the proper surface drainage of such lot, unless proper alternative provision is made for such drainage.

18. Flood Plain.

No filling or occupation of the flood plain area will be allowed without the approval of the Michigan Department of Natural Resources. The flood plain limits for Tarabusi Creek, as established by the Department of Natural Resources for the State of Michigan, are defined as a elevation of 683.2 (U.S.G.S. datum) at the upstream plat limit to elevation 678.8 at the downstream plat limit. Any buildings used or capable of being used for residential purposes and occupancy within Windridge Village Subdivision No. 2, which are within or affected by the flood plain shall:

- a. Have lower floors, excluding basements, not lower than the elevation of the contour defining the flood plain limits.
- b. Have openings into the basement not lower than the elevation of the contour defining the flood plain limits.
- c. Have basement walls and floors, below the elevation of the contour defining the flood plain limits, watertight 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 Regulation" EP 1165.2.314 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' Hydrological Survey Division, Stevens T. Mason Building,

Lansing, Michigan 48926, or Department of the Army, Corps of Engineers, Publications Depot, 890 S. Pickett, Alexandria Virginia 22304.

- d Be equipped with a positive means of preventing sewer backup from sewer lines and drains which serve the building.
- e Be properly anchored to prevent flotation.

The restrictions herein imposed upon the flood plain area lots shall be observed in perpetuity, may not be amended and are hereby excluded from the time limitation set for the duration of the other restrictions herein contained.

19. Duration.

The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument agreeing to change these restrictions signed by sixty (60%) percent of the then owners of the lots or sites has been recorded. Provided, however, that the restrictions contained in paragraph 18, above, are excluded from the conditions and limitations of this paragraph.

20. Enforcement.

These covenants and restrictions may be enforced by the institution of proceedings at law for damages or a restraining order brought by any person owning a lot in this subdivision against any person violating or attempting to violate any covenant or restriction imposed by the provisions hereof. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

21. Severability.

Invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no way affect the validity or enforceability of the remaining provisions which shall remain in full force and effect.

22. Annual Dues.

See Amendment 4/2/81.

IN WITNESS WHEREOF, the undersigned owners have caused this Declaration to be executed on the day and year first above written.

WITNESSED BY:

BILTMORE PROPERTIES COMPANY

Joyce E. Kuhn (signed)

By: BILTMORE HOMES COMPANY, Partner

Carol J. Neiden (signed)

By: Gilbert L. Franklin, Vice President (signed)

MANUFACTURERS NATIONAL BANK OF DETROIT

A National Banking Association

James O. Dishman (signed)

By: Daniel E. MacDougall, Vice President (signed)

By: Stephen A. Luedecker, Account Officer (signed)

Annual dues shall be assessed against the then homeowners within the subdivision by and for the benefit of the Windridge Village Civic Association, as established by the By-Laws of the Association.

On this 16th day of August, 1978 before me personally appeared Gilbert L. Franklin, who being by me duly sworn did say that he is Vice President of BILTMORE HOME COMPANY, a Michigan Corporation, Partner of BILTMORE PROPERTIES COMPANY, a Michigan CoPartnership, and that said instrument was signed in behalf of said partnership by authority of its articles of agreement; and the said partner acknowledged the said instrument to be the free act of said partnership.

Joyce E. Kuhn, Notary Public (signed)
Oakland County, Michigan

On this 17th day of August, 1978 before me personally appeared Daniel E. MacDougall and Stephen A. Luedecker who, being by me duly sworn did say that they are the Vice President and Account Officer respectively, of MANUFACTURERS NATIONAL BANK OF DETROIT, a National Banking Association, and that said instrument was signed in behalf of said association by authority of its board of directors; and the said Daniel E. MacDougall and Stephen A. Luedecker acknowledged the said instrument to be the free act and deed of said association.

James O. Dishman, Jr. (signed)
Notary Public Wayne County, Mich.
My Commission Expires Jan 12, 1980

Gilbert L. Franklin
2900 West Maple Road
Troy Michigan 48084