

*Agreement  
Governing  
Conditions  
Covenants  
And  
Restrictions  
Of  
GREEN HILLS  
LOT OWNERS  
ASSOCIATION*

*Together With Swimming Pool  
And Park Area Regulations*

This agreement shall cover Green Hills, Plat 1, Bedford Township, Monroe County, Michigan, and Green Hills, Plat 2, Bedford Township, Monroe County, Michigan, also such other plats as may be laid down by first party, Van Deilen Homes, Inc., on lands adjacent to Plats 1 and 2 or either of them, provided, however, that the total number of lots to be covered by this agreement, shall not exceed 400, unless such number has been increased by the written consent of the first party and the party of the second part, Green Hills Lot Owners Association.

The lots in the subdivision subjected to this contract are governed by the following conditions, covenants, and restrictions:

**1. Fully Protected Residential Area:** The covenants herein contained shall apply in their entirety to all lots in Green Hills Plat 1 and to Green Hills Plat 2, as well as any and all other plats laid down by first party on lands adjacent to Plats 1 and 2 or either of them by Van Deilen Homes, Inc., or Green Hills Development Corporation.

**2. Land Use and Building Type:** No lot shall be used for other than residential purposes. No building shall be erected, altered, placed on or permitted to remain on any lot in said subdivisions other than a single, one-family dwelling with attached garage, which dwelling shall not exceed one story in height, provided however, that this restriction shall not be construed to prevent the construction of a tri-level house with attached garage with a length of not less than 58 feet, including the garage, minimum length for all other dwellings to be 68 feet, PROVIDED HOWEVER, that Plat No. 2 and subsequent plats covered hereby the minimum length may be disregarded whenever the dwelling to be constructed has a floor plan calling for 1350 square feet of living space. Notwithstanding any other provision of this paragraph or of any other paragraph in this Agreement, one out-building or storage shed may be erected and maintained on any lot if (1) it is located between the residential dwelling and the rear lot line and is no closer than five feet from any lot line, and (2) it occupies an area of no greater than 160 square feet and is no more than 10 feet in height. Any out buildings or storage sheds that presently exist on any lots are hereby approved, as is. (Editor's note: The final two sentences of this paragraph 2 were added as an amendment on August 14, 1991 in order to clarify the construction and maintaining of out-buildings and storage sheds.)

**3. Plan Approval:** No building shall be erected, altered, placed on or permitted to remain on any lot after the date hereof until and unless the plans for the same have been submitted to the Trustees of Green Hills Lot Owners Association, which shall recommend approval or disapproval thereof within five (5) days, and until the plans have been approved by the party of the first part.

**4. Dwelling Cost, Quality and Size:** The living space of any dwelling constructed on said premises exclusive of open porches and garages shall not be less than 1100 square feet. All dwellings shall have exteriors of at least fifty per cent brick veneer.

**5. Building Location:** All buildings shall be located on lots in said subdivision in accordance with the set-back line shown on the plat, in which said lot is located, which shall be not nearer than 35 feet to the front lot line and 25 feet to a side street line. Every dwelling shall have a side yard of at least 10 feet. No

dwelling shall be located on any interior lot nearer than 35 feet to the rear lot line. A minimum of 20 feet shall be allowed between the dwellings and drives shall not be less than 9 feet in width and shall be constructed with black top or concrete. The location of all buildings shall conform to the building code of Bedford Township.

**6. Nuisances:** No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The parking of trucks or heavy machinery on the streets in said subdivisions, in situations other than those where such trucks and heavy machinery are used in connection with the construction of a dwelling or the improvement or maintenance of the streets or parks in said subdivisions, is hereby declared to be a nuisance.

**7. Temporary Structures:** Structures of a temporary character, trailers, basements, tents, shacks, garages, barns or other out-buildings shall not be used on any lot at any time as a residence, either temporarily or permanently.

**8. Signs:** No sign of any kind shall be displayed to the public view on any lots in said subdivision, except one professional sign of not more than two square feet, one sign of not more than 5 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

**9. Livestock, Poultry and Animals:** Animals, livestock and poultry of any kind shall not be raised, bred, or kept on any lot, except dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for commercial purposes and provided that they are so confined that the keeping of them does not become a nuisance.

**10. Garbage and Refuse Disposal:** No lot shall be used or maintained as a dumping area for rubbish. All trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. The accumulation of rubbish, trash, garbage or other waste which is permitted to remain on the premises in a manner other than as herein provided is hereby declared to be a nuisance.

**11. Term:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them. However, this Agreement may be changed or modified at any time by the recording of an instrument executed by two-thirds of the then current lot owners, agreeing to such change(s) or modifications(s).

**12. Parks and Improvements:** The park in Green Hills, Plat 1 and all improvements placed thereon shall be for the use and benefit of members of Green Hills Lot Owners Association and such other persons as are designated by them, subject to all reasonable rules and regulations adopted by the Trustees of Green Hills Lot Owners Association or its Successor. Such rules may be obtained from the Trustees upon request.

**13. Financing Improvements:** For the purpose of financing the construction of a Community House, a Swimming Pool and other improvements to the Park

and Streets in the lands covered by this contract, each lot in the Subdivision shall be liable for assessments as herein limited and defined. The owners of each lot agree to pay an initial assessment of \$300.00 for each lot owned by them other than the party of the first part who as sub-divider is not subject to such assessment. However, the party of the first part agrees to collect from each person to whom a lot is sold after the date hereof the sum of \$300.00, that being the lot owner's initial assessment, and to pay the same forthwith to the treasurer of Green Hills Lot Owners Association, to be used for park improvement. In addition to the initial assessment, the parties agree that each lot in the subdivision other than lots owned by the party of the first part shall be and are subject to an annual assessment of not to exceed \$50 per lot. All sums raised by annual assessments are to be used by the Lot Owners Association for maintenance and improvements of the park and the Association projects. The amount of the annual assessments shall be established by the Trustees, and shall be paid on or before March 1st, each year, commencing 1958. Such assessments shall be a lien upon the lot and the improvements thereon, and may be enforced in a Court of Equity by foreclosure proceedings conducted according to the rules governing foreclosure of mortgages in chancery. Foreclosure proceedings are not to be commenced until the lot owner has been in default in making such payment for a period of 6 months.

**14. Association Function:** It shall be the duty of the Lot Owners Association through its trustees to enforce the covenants herein contained; to improve and maintain the park and any other facilities established for the benefit of the lot owners, as a body, in the subdivisions covered by this contract; to levy special assessments and to collect the same; to examine building plans to determine whether or not they conform to the specifications set forth herein and to recommend to first party that they be accepted or rejected. It is further agreed that the code regulating the operation of Green Hills Lot Owners Association shall be as follows:

#### ARTICLE I – MEETINGS

**Section 1. Place of Meeting.** Any or all meetings of the Trustees of this Association may be held within or without the State of Michigan.

**Section 2. Annual Meeting of Members.** The annual meeting of the Members of this Association shall be held on the last Monday in March of each year at a time and place to be determined by the Trustees.

**Section 3. Special Meetings.** A special meeting of the Members may be called by the Trustees or by any ten (10) members.

**Section 4. Notice of Special Meetings of Members.** At least three (3) days prior to the date of any special meeting of Members, written notice of the time and place of such meeting shall be mailed to each member entitled to vote at such meeting, but action taken at any such meeting shall not be invalidated for want of notice, if such notice shall be waived as hereinafter provided.

**Section 5. Quorum.** At all meetings a majority of the Members qualified to vote shall constitute a quorum.

## ARTICLE II – BOARD OF TRUSTEES

**Section 1. Trustees.** The number of Trustees shall be five (5). The election of the Trustees shall be held at the annual meeting of members, or if Trustees be not then elected or if the annual meeting be not held at the time fixed therefor in these Regulations, then at a special meeting called for that purpose.

Trustees shall hold office until the date fixed by these Regulations for the annual meeting of Members next following the election of such Trustees and until their successors are elected and qualified. The Trustees named in the Articles of Incorporation shall hold office until the time fixed for the annual meeting of members in 1958 and until the successors of such Trustees are elected and qualified.

**Section 2. Meeting of the Trustees.** The Trustees shall hold an annual meeting immediately following the annual meeting of the members.

**Section 3. Regular Meetings of Trustees.** Regular meetings of the Board of Trustees shall be held at such time and place as the Trustees shall from time to time determine.

**Section 4. Special Meetings of Trustees.** Special meetings of the Board of Trustees may be called by the President, or by any two (2) Trustees, at any time, by means of written notice of the time, place and purpose thereof, mailed to each Trustee, but action taken at any such meeting shall not be invalidated for want of notice, if such notice shall be waived as hereinafter provided.

**Section 5. Waiver of Notice.** Notice of the time, place and purpose of any meeting of the Members or of the Board of Trustees may be waived by telegram, cablegram or other writing, either before or after such meeting has been held.

## ARTICLE III – POWER AND DUTIES OF TRUSTEES

**Section 1. General Powers of the Board of Trustees.** The Trustees may incorporate the Association as a Michigan non-profit Corporation at any time when in their discretion it appears to be for the best interest of the Association, or when a majority of the members of the Association request them to do so.

**Section 1a.** The powers of the Association shall be exercised, its business and affairs conducted, and its property controlled by the Board of Trustees, regulations, amendments thereto, or the laws of the State of Michigan.

**Section 2. Other Powers of the Board of Trustees.** Without prejudice to powers conferred or implied elsewhere in these regulations, the Trustees, acting as a Board, shall have power:

(a) To make and change rules and by-laws for the management of the Association's business and affairs; and

(b) To purchase or otherwise acquire, hold, convey, lease, mortgage, sell or otherwise dispose of all property, real or personal, necessary or expedient to accomplish its purposes.

**Section 3. Duty to Elect Officers.** The Board of Trustees shall elect a President,

one or more vice-presidents, a secretary and a treasurer. No officer except the President need be a Trustee, but a vice-president who is not a Trustee shall not succeed to nor fill the office of President.

**Section 4. Power to Appoint Other Officers and Agents.** The Board of Trustees shall have the power to appoint such other officers and agents as they may deem necessary for transaction of the business of the Association.

**Section 5. Removal of Officers and Agents.** Any Officer or Agent may be removed by the Board of Trustees, whenever, in the judgment of the Board, the best interests of the Association will be served thereby.

**Section 6. Power to Fill Vacancies.** The Board of Trustees shall have the power to fill any vacancy in the office (including vacancies on the Board of Trustees) occurring for any reason whatsoever.

**Section 7. Delegation of Powers.** For any reason deemed sufficient by the Board of Trustees, whether occasioned by absence or otherwise, the Board may delegate all or any of the powers and duties of any officer to any other officer or Trustee, but no officer or Trustee shall execute, acknowledge or verify any instrument in more than one (1 ) capacity.

**Section 8. Power to Appoint Executive Committee.** The Board of Trustees shall have power to appoint by resolution an executive committee composed of two (2) or more Trustees, who, to the extent provided in such resolution, shall have and exercise the authority of the Board of Trustees in the management of the business of the Association between the Meetings of the Board.

**Section 9. Compensation.** The Trustees shall serve without pay. The compensation of officers and agents shall be that fixed by the Board of Trustees.

#### ARTICLE IV – OFFICERS

The Officers of this Association shall be a President, one or more vice-presidents, a secretary and a treasurer. Said officers shall be chosen by the Board of Trustees by a majority vote and shall hold office until the date fixed by these Regulations for the annual meeting of the Board of Trustees next following the election of such officers and until their successors are elected and qualified. Any two (2) offices, except President and Vice-President, may be held by the same person. The President is the only officer who must be a Trustee.

#### ARTICLE V – DUTIES OF OFFICERS

**(a) President.** The President shall preside at all meetings of the Members and Trustees; sign the records thereof; create committees and appoint the chairmen thereof and perform generally all the duties generally performed by Presidents of like Corporations and such other and further duties as shall be from time to time required of him by the Members or Trustees

**(b) Vice-President.** The Vice-President shall perform all the duties of the President in case of the absence or disability of the latter, and he shall perform such other duties as the President shall in his sole discretion direct. In case both President and Vice-President are absent, or unable to perform their duties, the Trustees may appoint a President pro tempore.

(c) **Secretary.** The Secretary shall keep minutes of all of the proceedings of the Members and Trustees of this Association and make a proper record of the same which shall be attested by him and generally shall perform such duties as may be required of him by the President or the Trustees, which shall include maintaining a list of all Members and sending notices of special meetings to both members and Trustees.

(d) **Treasurer.** The Treasurer shall receive and have in charge all moneys and securities belonging to this Association, including the collection of assessments levied against Members, and shall disburse and otherwise deal with the same as shall be ordered by the Trustees. He shall keep an accurate account of all moneys received and disbursed by him and shall generally perform such duties as may be required of him by the President or Trustees. The Treasurer shall provide himself with a bond in an amount which the Trustees deem to be sufficient, the cost of which shall be paid by the Association. On the expiration of the term of his office, he shall turn over to his successor or the Trustees all money and property of this Association in his hands. The records, books and accounts of the Treasurer shall be audited at least once in every twelve (12) month period by a qualified person or persons appointed for that purpose by the Board of Trustees.

#### ARTICLE VI – MEMBERS

**Section 1.** There shall be one (1 ) class of members only. Every owner of record of one (1 ) or more lots in the subdivision covered by this Contract shall be a member. A member of the Association who is the owner of a lot or lots upon which there are unpaid and delinquent maintenance and emergency charges shall lose his right to vote for Trustees or on any question until the delinquency has been corrected.

#### ARTICLE VII – DEFINITIONS

**Section 1.** The word "owner" as used herein shall mean any person or persons holding record title to any lot or lots covered by this contract. In the event that title to any lot is in the name of two or more persons, such persons collectively shall be considered as the owner. In voting, the owner of any lot shall have one ( 1 ) vote. It must be cast as the majority of the persons, who, taken collectively constitute the owner, elect. In the event of a deadlock, the vote of an owner is lost.

#### ARTICLE VIII – VOTING, ELECTIONS AND PROXIES

**Section 1. Who is Entitled to Vote.** Each member of the Association shall have one (1 ) vote for each lot covered by this contract, providing all assessments are paid in full at the date of an election.

**Section 2. Proxies.** Voting may be conducted by proxy. A proxy in order to be effective must be signed by the member and filed with the Secretary of the Association prior to an election. Proxies may be limited, however, when no limitation is contained therein, it shall be considered that a proxy is not valid for any meeting other than those held during the same year that the proxy is dated.

**Section 3. Corporation.** Any corporation owning a lot covered by this contract shall vote by proxy.

**Section 4. Inspectors.** Whenever a secret ballot is conducted on any question, the President shall appoint from among the members, three (3) inspectors, whose duties it will be to determine the right of persons to vote; to receive and count the vote; to determine the results; and to announce the outcome.

#### ARTICLE IX – EXECUTION OF INSTRUMENTS

**Section 1. Checks etc.** All checks, drafts and orders for payment of money shall be signed in the name of the Association and shall be countersigned by such officers, or agents, as the Board of Trustees from time to time shall designate, for that purpose.

**Section 2. Contracts, Conveyances etc.** When the execution of any contract, conveyance, or other instrument has been authorized, without specification of the executing officers, the President or any Vice-President and the Secretary may execute the same in the name of and on behalf of this Association. The Board of Trustees shall have power to designate the officers and agents who shall have authority to execute any instrument on behalf of this Association.

#### ARTICLE X – POWER OF THE BOARD OF TRUSTEES TO BORROW MONEY

The Board of Trustees shall have full power and authority to borrow money whenever, in the discretion of the Board, the exercise of said power is required in the general interest of this Association, and in such case, the Board of Trustees may authorize the proper officers of this Association to make, execute and deliver in the name of and on behalf of this Association, such notes, bonds and other evidence of indebtedness as said Board shall deem proper. Said Board shall have full power to mortgage the property of this Association, or any part thereof as security for such indebtedness and no action on the part of the membership of this Association shall be requisite to the validity of any such note, bond, evidence of indebtedness or mortgage.

#### ARTICLE XI – PRIVILEGES

**Section 1.** The privileges and advantages of the Association shall be extended to all members; to all persons who are in the immediate family of members; and to all persons who reside in the household of members as guests; and may be extended to other guests.

**Section 2.** The privileges and advantages of the Association may be extended to tenants of homes situated in the Subdivisions covered by this contract, and to their families and members of their household, subject to such limitations as may be placed thereon by the Trustees.

**Section 3.** The privileges granted herein shall cease as to the occupants of any dwelling whenever the assessments on the lot upon which such dwelling is situated becomes delinquent. However, such privileges shall again be extended whenever such delinquency has been removed.



## ARTICLE XII – AMENDMENTS

These regulations, Except Article VI and Article XI may be amended, supplemented or repealed by the written assent of all members of this Association, or by a vote of at least 95% of all the members entitled to vote, when such amendment, supplement or repeal is presented to a meeting called for that purpose, or at any annual meeting of the members. In the event Articles VI and XI are to be amended, supplemented, repealed or changed in any way, such action may only be accomplished upon the unanimous vote of all members entitled to vote, and of all Associate members, at a meeting called for that purpose. Notice of such meeting must be sent to all members.

## ARTICLE XIII

**Sale of Lots in the Subdivisions Covered by this Contract.** It is also further agreed by and between the parties hereto that: Inasmuch as lot owners automatically become members of the Association, the parties hereto agree that the lots covered by the contract shall not be sold to any person or persons whomsoever, until the prospective purchaser has signed an application for membership and the same has been approved by the Trustees. This agreement shall be construed to be a covenant running with the land.

### *SWIMMING POOL AND PARK AREA REGULATIONS*

#### **Section A MEMBERSHIP**

1. All lot owners in good standing with the Green Hills Lot Owner's Association and permanent members of their household are entitled to all privileges of the swimming pool and park area.
2. Identification passes to be used by members and the procedure for their use, will be determined each year by the Trustees.
3. In the case of rental properties, the tenant and all permanent members of the household shall be extended full privileges of the swimming pool and park area, provided the property owner transfers such privileges to said tenant and gives written notice of same to the Association secretary.

#### **Section B GUESTS**

1. Only house guests of members in good standing will be accorded guest privileges. For purpose of clarification, any visitor in the home of a member in good standing shall be considered a house guest. Delinquent members of the Association cannot be considered as guests.
2. Daily Guest Passes: An adult host member must register each guest for each day's use of the pool.
  - a. Guest fees will be \$2.00 per day for adults. A book of ten (10) \$2.00 tickets can be purchased for \$15.00, and four (4) books of ten (10) tickets each can be purchased for \$50.00.

- 3) Children seven (7) years old or younger will be admitted to pool free, but must be accompanied by an adult member or guest.
- 4) Host members will be responsible for conduct of guests and any damages incurred or caused by their guests.
- 5) Any situation not clearly covered by these rules will be submitted to the Trustees for a determination.

### **Section C RULES OF USE, CONDUCT, AND RESPONSIBILITY**

1. Use of the swimming pool and other recreational facilities provided by the Green Hills Lot Owner's Association creates individual responsibilities for each of its members in abiding by health, sanitation, and safety regulations, as prescribed by state, county, and local authorities. The following rules are set forth to assure each person the most use and enjoyment of the facilities.
2. The senior lifeguard on duty or pool supervision personnel is in charge of the pool area and is responsible for the operation of the same. He is empowered to take appropriate action at any time to insure safe and proper conduct of all activities. His authority includes restricting activity within, or closing the pool entirely, when such action appears to be in the best interest of participants and community.
3. The lifeguards are to be alert and attentive whenever the pool area is in use. They will be fully instructed as to their duties, hours, safety precautions, etc., by the Association Trustees or designated representatives.
4. No person may use the pool except during regularly designated hours.
5. Children under 7 years of age must be accompanied by an adult member and must be attended constantly by accompanying adult while in pool area.
6. No person over 8 years of age will be permitted in the wading pool except adults attending children.
7. Running, pushing, ducking, unnecessary roughness and any other action deemed detrimental to personal safety, will be prohibited in pool area.
8. All persons are required to take a soap shower and foot bath before entering the pool. All women and girls are required to wear bathing caps while in main pool. Clothing may be changed in bathhouse.
9. No food, beverages, or glass containers are to be taken into the pool area, except the lifeguard's lunch.
10. Street shoes are prohibited in pool area (pool and pool decks).
11. No person who appears to be under the influence of liquor or is otherwise not in condition to conduct himself properly will be admitted to the pool area. Absolutely no intoxicating liquor will be allowed in the pool area.

12. No smoking allowed in pool or on poolside deck.
13. Pool admission may be refused to anyone with skin abrasions, colds, coughs, inflamed eyes, infections or wearing bandages.
14. Expecting and blowing of nose in pool is prohibited—use scum gutter.
15. No profanity or abusive language will be allowed.
16. No pets will be allowed in the pool area at any time. Pets in the developed park area must be on a leash and under control at all times.
17. Bicycles shall be parked in the designated area near the parking lot.
18. Rubbish shall be placed in containers provided.
19. The Green Hills Lot Owner's Association shall not be responsible for any loss or damage to property or for personal injury.

#### **Section D HOURS OF OPERATION OF SWIMMING POOL AND OTHER FACILITIES**

1. Hours of operation of the pool and other facilities shall be established by the Association Trustees and shall be posted at each facility. Some periods shall be designated as "all swim" and others shall be for "adults only" at swimming pool.
2. Pool and-or park area is available for private parties after regular hours by making arrangements with the Trustees. Please limit all parties to 50 people or less.
3. Sale of food, beverages, etc., at the pool or park is prohibited except as authorized by the Trustees.
4. Wednesday night is designated as adult night. Saturday night is set aside for families only. No children will be allowed without adults.

**The above Regulations have been established by the Trustees of the Green Hills Lot Owner's Association and will be enforced by them and their authorized representatives. These Regulations will be reviewed, revised and amended by the trustees periodically, as conditions dictate.**

## ***"THE GREEN BOOK"***

Published by the Trustees of the Green Hills Lot Owners Association and distributed to members in March 1994. (1,000 copies produced in co-operation with RAM Printing Co-ordination.)