

## **BRADFORD OF NOVI HOMEOWNER'S ASSOCIATION RULES AND REGULATIONS**

The Bradford of Novi Homeowner's Association ("Association") was created pursuant to the Second Amended and Restated Declaration of Easements, Covenants and Restrictions for Bradford of Novi Subdivision, Bradford of Novi Subdivision No. 2 and Bradford of Novi Subdivision No. 3, as recorded in Liber 12962 Pages 401-445 of Oakland County records ("Declaration"). Pursuant to the Declaration, the developer of the Subdivision, Singh II Limited Partnership, created the Bradford of Novi Homeowner's Association Bylaws ("Bylaws").

Pursuant to Article X, Section 5 of the Declaration, Singh II Limited Partnership ("Singh") assigned to the Association the rights and powers reserved or given to Singh in the Declaration and the Association has the same rights and powers, and is subject to the same obligations and duties, as set forth in the Declaration reserved to or assumed by Singh in connection with the rights, powers and easements so assigned.

Included in the powers is the power to publish rules and regulations for the Subdivision and with respect to the use of the common areas as well as other matters relating thereto.

The Association has also amended the Bylaws expanding Article IV, Section 6, to provide: The business, property and affairs of the Association shall be managed by the Board of Directors except as otherwise provided in the Act, Declaration, Articles of Incorporation or these Bylaws. The Board of Directors shall also have the powers and duties necessary to administer the affairs of the Association including publishing rules and regulations, from time-to-time consistent with the Act, Declaration, Articles of Incorporation and Bylaws addressing the use and enjoyment of the Subdivision, the common areas within the Subdivision, preservation and enhancement of the property and amenities of the Subdivision, maintenance of the common areas, and other rules and regulations necessary to maintain the harmony of the Subdivision and the objectives of the Lot Owners including purely aesthetic considerations.

The following shall constitute the first set of published Rules and Regulations of the Subdivision:

1. **Architectural Review.** The Architectural Review Committee shall specifically have the right to review any outbuildings or other structures on the Lots. For purposes of these Rules and Regulations, other structures shall include playscapes, recreational equipment or fixtures, swing sets, tennis courts, basketball courts, rollerblade or skateboard ramps or other type of recreational equipment. The effect of this rule is that the construction, installation, maintenance and improvement of these structures will require the approval of the Architectural Review Committee as set forth in Article VI of the Declaration.

2. **Unightly or Unsafe Structure.** In the event that a previously approved structure becomes unightly or unsafe, the Association shall have the authority to request the Owner to remove the unightly or unsafe structure. In the event the Owner does not correct the unightly or unsafe condition after written notice and a reasonable time to correct it, the Association has the right to enter upon the Lot for the purpose of removing the unightly or unsafe structure from

the Lot. The Association shall be under no obligation to take such affirmative action. Any cost incurred in such action by the Association shall be chargeable against the Owner and shall constitute a lien against the Lot.

3. **Landscaping and Tree Trimming.** Under Article IX of the Declaration, the Association has the right to enter a Lot for the purpose of mowing, cutting, weeding, removing unsightly growth and any cost incurred by such action of the Association shall be chargeable against the Owner and shall constitute a lien against the Lot.

Owners agree to maintain and trim any trees or shrubbery in a neat appearance allowing visual access from the street to the front door and address of each Lot and to prevent any interference with the site lines.

4. **Leases.** In the event any Owner leases their property, the Tenants or Lessees of such Lease shall be subject to the terms and conditions of the Declaration, the Bylaws and the Rules and Regulations, all of which shall be incorporated into the Lease of any Lot by reference and any violation of the same by the Lessee shall be deemed to be a violation of the Lessor Owner and subject the Owner to the same penalties and sanctions as if the Owner itself had violated the Declaration, Bylaws or the Rules and Regulations.

Upon entering into any Lease, the Owner must provide to the Association new contact information for the Owner including an address, phone number and email, as well as the contact information for the Tenant including a phone number and an email address.

5. **Outside Storage of Vehicles.** The Declaration currently provides that any boats, house trailers, boat trailers, recreational vehicles, camping trailers, horse trailers or utility vehicles may not be parked or stored on any Lot for an extended period of time unless stored in a fully enclosed attached garage. This restriction applies to the storage of any motorized vehicles pursuant to these Rules and Regulations. In addition, any motorized vehicle, including golf carts, if visible from the adjoining Lot owners or in use within the Subdivision, shall require proper licensing.

6. **Animals.** Domestic animals may be kept by the Owner, shall be kept on a leash and shall not be allowed to run loose or unattended. No runs or pens shall be permitted to be erected or maintained unless in accordance with the Declaration. Fencing shall include electronic fences.

7. **Association Mailboxes.** The Association has previously provided for mailboxes for each Lot in the Subdivision. The Association has the right to conduct necessary maintenance and repairs of mailboxes or similar equipment or attachments to the realty if the mailbox or other attachment is not properly maintained or detracts from the overall attractiveness of the Subdivision. In the event the Owner does not correct the maintenance of the mailbox or attachment after written notice and a reasonable time to correct it, the Association may enter the Lot for the purpose of maintaining the mailbox or other attachment. The Association shall be under no obligation to take such affirmative action. The Association may agree by a vote of the Board of Directors to hire an outside contractor to maintain and repair all of the mailboxes within

the Subdivision at the cost and expense of the Lot Owners. Any cost incurred would be chargeable to the Owner and if not paid would constitute a lien against the Lot.

8. **Feeding of Wild Life Animals.** The Owners shall not feed or place a food source for wild animals, deer, birds, geese, etc. which will attract unwanted wild creatures to Owners Lots and potential damage associated with such animals.

9. **Trash Receptacle.** Trash, garbage and other waste shall not be kept on a Lot except in sanitary containers and trash receptacles. Trash, garbage and other waste shall not be placed on the street or visible from the street more than one (1) day within trash pickup day.

10. **Snow and Ice Removal.** Each Lot Owner shall be responsible for the snow and ice removal of their driveways and sidewalks. The snow and ice removal cannot be placed on the sidewalks or streets, which must remain clear of snow and ice.

11. **Annual Dues – Late Fees.** The Board of Directors may impose late fees on an Owner who has not paid the annual dues when due. The amount of late dues and fees shall accumulate if unpaid over an extensive period of time and will continue to be chargeable against the Owner and shall constitute a lien against the lot.

## **PROPOSED AMENDMENTS TO BYLAWS**

### **ARTICLE III MEETING OF MEMBERS**

#### Section 12. Electronic Voting.

In the event consent is necessary or in the event of the approval or disapproval of any acts of the Board of Directors or any other matter requesting the vote of the Members other than any amendment to the Declaration may be voted upon by the Members by means of electronic voting if the purpose of the vote and the proposed resolution is provided to all Owners in electronic format allowing all Owners the option to participate or vote.

### **ARTICLE IV DIRECTORS**

#### Section 1. Number and Qualification of Directors.

The business, property and affairs of the Association shall be managed by the Board of Directors. The Board of Directors shall initially be comprised of three Members and shall continue to be so comprised until enlarged to five Members in accordance with Section 2 of this Article or such other number as determined by the vote of the Members. The affairs of the Association shall be governed by the Board of Directors all of whom must be Members or an Owner of a Lot, or if the Owner is a corporation or a partnership, the Director must be an officer or partner of the Owner. If a Director ceases to meet the qualifications during the Director's term, the Director shall cease to be a Director and that place on the Board shall deemed vacant.

Section 6. Powers.

The business, property and affairs of the Association shall be managed by the Board of Directors except as otherwise provided in the Act, Declaration, Articles of Incorporation or these Bylaws. The Board of Directors shall also have the powers and duties necessary to administer the affairs of the Association including publishing rules and regulations from time-to-time consistent with the Act, Declaration, Articles of Incorporation and Bylaws addressing the use and enjoyment of the Subdivision, the common areas within the Subdivision, preservation and enhancement of the property and amenities of the Subdivision, maintenance of the common areas, and other rules and regulations necessary to maintain the harmony of the Subdivision and the objectives of the Lot Owners including purely aesthetic considerations.

**ARTICLE XI  
LEASES**

Section 1. Notice of Lease.

An Owner who intends to Lease his or her property shall provide written notice to the Board and represent to the Board that the Lease contains the terms required by the Declaration and these Bylaws including a specific provision that all of the terms of the Declaration, Bylaws and Rules and Regulations are incorporated within the Lease of any Lots by reference and any violation of the same by a Lessee shall be deemed to be a violation by the Lessor Owner and subject that Owner to the same penalties and sanctions as if the Owner itself violated the Declaration, Bylaws or any Rule or Regulation.

The Owner shall provide to the Association the forwarding address and contact information of the Owner, which may include an email address, as well as the contact information for the Lessee or the Tenant including a phone number and an email address.