

**OFFICIAL DOCUMENTS**

**WARNER CREEK HOMEOWNERS' ASSOCIATION  
Revised and Approved March, 2004 (replaces  
December, 1994 documents)**

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## **ATTACHMENTS**

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**OFFICIAL DOCUMENTS**

**WARNER CREEK HOMEOWNERS' ASSOCIATION**

Revised and Approved March, 2004

Declaration of Covenants, Conditions and Restrictions	Recorded Sep 11, 1979
Drain Maintenance Amendment	Feb 1, 1980
Extension of CCR's to Phase 2	Nov 10, 1987
Extension of CCR's to Phase 3	Oct 13, 1988
Building and Use Restrictions Amendment	Sep 27, 1989
Extension of CCR's to Phase 4	Dec 6, 1989
Extension of CCR's to Phase 5	Aug 8, 1990
	Adopted
Association By-Laws	Jan 25, 1980
Addition of Article XV to By-Laws	Jan 30, 1993
Articles of Incorporation	Jan 21, 1979
Addition of Article X to Articles of Incorporation	Mar 1, 1993
Architectural Board of Review Policies, Procedures, and Guidelines	Dec 3, 1987

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
WARNER CREEK PROPERTIES**

WHEREAS, the Developer is the owner of real property described in Article II of this Declaration together with other contiguous properties and desires to create thereon a residential community with permanent open spaces and other common facilities for the benefit of said community; and,

WHEREAS, the Developer wishes to provide for the preservation of the value and amenities in said community and for the maintenance of open spaces and other common facilities, and to this and desires to subject the real property described in Article II, together with such additions as may hereafter be made thereto, (as provided in Article II), to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the property and each owner thereof; and,

WHEREAS, the Developer has deemed it desirable, for the efficient preservation of the values and amenities in the community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities, and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created;

NOW, THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions"), hereinafter set forth.

**ARTICLE I  
DEFINITIONS**

Section 1: "Association" shall mean and refer to the Warner Creek Home Owners' Association, its successors and assigns.

Section 2: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3: "Properties" shall mean and refer to all existing real property hereinafter described and such additions as may hereafter be brought within the jurisdiction of the Association.

Section 4: "Common areas" shall mean any real property owned by the Association for the common use and enjoyment of the owners.

Section 5: "Lot" shall mean and refer to any lot or portion of Lots or plot of land shown on any recorded subdivision map of the properties with the exception of any common area.

Section 6: "Developer" shall mean and refer to 401 Service Corporation, its successors and assigns.

**ARTICLE II**  
**PROPERTY SUBJECT TO THIS DECLARATION**  
**ADDITIONS THERETO**

Section 1: Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied, subject to this declaration is located in Section 27, Pittsfield Township, Washtenaw County, Michigan. The legal description is on record with the Washtenaw County Register of Deed's Office.

Section 2: The Developer, its successors and assigns, shall have the right to bring additional lands located in Section 27, Pittsfield Township, Washtenaw County, Michigan, under the covenants and restrictions set forth in this Declaration and be made subject thereto to the same extent as if such addition were a part of the existing property with owners of lots therein subject to like assessments and entitled to like benefits in common properties as owners of lots in the existing property. Such additions may be made by filing with the Washtenaw County Register of Deed's Office, a declaration to that effect.

**ARTICLE III**  
**PROPERTY RIGHTS**

Section 1: Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to any common area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) It is the right of the Association to charge reasonable fees for the use and maintenance of the common areas and any recreational facilities which may hereafter be situated thereon;
- (b) The right of the Association to suspend the voting rights and the right to use the common areas and any recreational facilities erected thereon of an owner, for any period during which any assessment against homeowner's lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by  $\frac{3}{4}$  of the owners agreeing to such dedication or transfer has been recorded.

Section 2: Delegation of Use: Any owner may delegate, in accordance with the By-laws, his/her right of enjoyment to the Common Area and facilities to the members of his/her family, his/her tenants or contract purchasers who reside on the common property.

**ARTICLE IV**  
**MEMBERSHIP AND VOTING RIGHTS**

Section 1: Membership: Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2: Voting Rights: Each lot shall be entitled to one (1) vote. An owner shall be entitled to as many votes as the number of lots which the owner (and his common owners, if any) owns. Each lot shall have but one vote irrespective of the number of common owners thereof, which vote shall be cast as such owners agree.

**ARTICLE V**  
**HOME OWNERS' ASSOCIATION**

Section 1: Creation of Home Owners' Association. A Board of Directors shall be elected and the Association managed pursuant to the By-laws adopted by the owners, subject to the terms and conditions of this Declaration.

Section 2: Functions and Responsibilities of the Association.

- (a) The Association shall hold title in fee simple to the common areas, which property shall be administered and maintained by the Association for the use, enjoyment and convenience of the owners of all lots in the properties.
- (b) The Association shall administer and maintain such easements as it may from time to time acquire hereunder, or in any other way for the benefit of the owners of all lots.
- (c) The Association shall pay all real estate taxes or other charges which may be assessed against or levied upon the lands to which the Association has title in fee, provided, however, the Association shall not be responsible for any tax with respect to any property in which it has merely an easement. The Association shall be responsible for the maintenance, repair and replacement of improvements in the common areas including all sidewalks and retention ponds and basins within the properties and the Association shall be empowered to contract and furnish such services, including, a security guard service, as shall be necessary or appropriate to the maintenance, protection and preservation of the real property of the Association and its members. The Association may also contract for such other services, including, but not limited to, utilities such as sewer, water, gas and electricity, as may be appropriate for the convenience and general welfare of all owners and the expense of said services shall be expenses of administration.

- (d) The Association shall carry public liability and property damage insurance in such amounts as its Board of Directors shall determine, insuring against loss caused by or connected with the ownership by the Association of the common areas and such other insurance as it deems necessary and appropriate.
- (e) In the event the need for maintenance or repair of common areas is caused through the willful or negligent act of an owner, his/her agents, guests or invitees, the cost of such maintenance or repair will be added to and become part of the assessment to which such owner's lot is subject under this Article.
- (f) The Association shall have and shall administer the rights of access to, over and through such portions of the lands within the properties as may be necessary and reasonable for the installation, repair, maintenance, or improvement of the various utilities which service the properties.

Section 3: Creation of the Lien and Personal Obligation of Assessments.

Each owner of any lot by acceptance of a deed or a vendee's interest in a land contract therefor, whether or not it shall be so expressed in such deed or land contract, is deemed to covenant and agree to pay to the association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, with respect to each lot, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be continuing lien upon such lot, and shall also be the personal obligation of the person who was the owner of such lot at the time when the assessment fell due.

Section 4: Purposes of Assessments: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvements and maintenance of the common areas.

Section 5: Establishment of Annual Assessment: The Board of Directors of the Association shall establish an annual budget in advance for each calendar year and such budget shall project all expenses of administration for the forthcoming year. Expenses of administration as used herein, shall refer to:

- (a) The cost to the Association of all repair and maintenance of common areas and all repair, maintenance and upkeep functions, if any, performed by the Association with reference to all lots as required or permitted by this Declaration.
- (b) Real property taxes relating to common areas and any personal property or other taxes imposed upon the Association.
- (c) The cost of any insurance carried by the Association as required or permitted by this Declaration.
- (d) Any other amounts which are necessary or incidental to the performance of any functions, duties or actions which the Association is required or permitted to do under this declaration or in furtherance thereof.

Section 6: Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any assessment shall have the assent of two-thirds of the owners of the lots in the subdivision.

Section 7: Notice and Quorum for Any Action Authorized Under Sections 5 and 6. Written notice of any meeting called for the purpose of taking any action authorized under Section 5 or 6 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At such meetings the presence of all members or of proxies entitled to fifty (50%) percent of all the membership shall constitute a quorum. The Annual Meeting shall be held before April 1<sup>st</sup> of each year, or at such other date, time and place as the Board of Directors may set. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 8: Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly, quarterly or annual basis, as may be determined by the Board of Directors.

Section 9: Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common area, or upon such other date as may be determined by the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, from a member of the Association or a mortgagee, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a special lot have been paid.

Section 10: Effect of Nonpayment of Assessments. Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of Ten (10%) percent per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property in the manner provided by statute for foreclosing mortgages of real property. No owner

may waive or other escape liability for the assessments provided for herein by non-use of the common area or abandonment of his/her lot.

Section 11: Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien, except that, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

## **ARTICLE VI** **BUILDING AND USE RESTRICTIONS**

The following restrictions, easements and reservations are hereby imposed on all lots in the properties:

Section 1. Land Use and Building Type. No lot shall be used for other than one-family residential purposes. No building or structure shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not exceeding two stories in height but which may include a Bi-level, Tri-level, or a Quad-level, together with accessory buildings appropriate to single family dwellings.

Section 2: Size and Height. No structure shall be erected, placed or altered on any lot not in conformance with the following minimum requirements for the finished living area:

- 1200 square feet for a one story
- 1200 square feet for a bi-level
- 1200 square feet for a tri-level
- 1200 square feet for a quad-level
- 1700 square feet for a two story
- No building in excess of 2-1/2 stories to be built.

Garages, carports, porches and breezeways shall not be included in computing such required floor area. No part of a structure which is more than two-thirds below exterior ground level shall be included and computed in such required floor area.

Section 3: Type of Construction: Materials consistent with existing structures may be used in the exterior of all structures. All other materials must be approved in advance by the Architectural Board of Review.

Section 4: Garages, Carports, Breezeways. Each dwelling must have no less than a two car attached or detached garage with or without a breezeway.

Section 5: Temporary Buildings: No old or used structures of any kind shall be placed upon any lot or anywhere within the properties. No temporary structure of any character, such as a tent, trailer, shack, or other out buildings shall be erected or placed upon any lot. This shall not prevent the use of temporary buildings incidental to the construction of the main residential structure, during the period of construction.

Section 6: Lot splits: No lot shall hereafter be reduced in area from its original plat of the area without the written approval, in advance, by the Association.

Section 7: Line Fences: Lot line fences may be installed only after receipt of written approval by the Architectural Board of Review.

Section 8: Intersection Sight Clearance. No hedge, shrub, tree planting, or other installation more than two feet above the level of the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the property lines and the line connecting them at points 20 feet from the intersection of the property lines.

Section 9: Antenna. No antenna shall be installed on any lot other than regular radio or TV antenna, and shall not extend more than eight feet above the roof line.

Section 10: Lot Maintenance. All lots shall be kept trim and the grass mowed and free of debris. In the event lots are not properly maintained, the Association is authorized to contract for the necessary maintenance and charge the property owner therefor.

Section 11: Business or Commercial Operation: No business or profession of any kind shall be conducted on any lot.

Section 12: Pets and Animals. No animals, livestock, birds or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept provided they are not kept, bred, or maintained for commercial purposes. No pets shall be allowed to roam freely or become a public nuisance.

Section 13: Utilities. No utilities other than underground utilities shall at any time be installed on any lot, except on prior written approval by the Association.

Section 14: Signs. No sign of any kind shall be displayed to the public view on any lot except one sign not more than five square feet in area advertising the property for sale or rent, and except for house numbers and residents'

names. During the construction of a residence, a builder may place a sign on a lot advertising the property provided that prior written approval as to the sign itself, its placement, and length of posting has been given by the Association. A previously approved sign may be used by a builder at various building sites provided its placement is consistent with prior approval. No signs are permitted on the common areas without Association approval.

Section 15: Easements. Easements for installation and maintenance of public utilities shall be shown on the recorded plats, and as may otherwise be placed upon the property. Each owner shall maintain the surface area of the easements within his property, keep the grass and weeds cuts, keep the area free of trash and debris, and taken such other action as may be necessary to eliminate or minimize soil erosion. With the easements, no structure, planting, or other materials shall be placed or permitted to remain which shall damage or interfere with the installation and maintenance of utilities, or which may obstruct, retard or change the direction of flow of water through the drainage channels in the easements. The easement area on each lot and all improvements thereon shall be maintained continuously by the owner of the lot, except for those improvements for which public authorities or utility company is responsible.

Section 16: Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish or other debris. Trash, garbage, and all other waste shall be kept in closed sanitary containers which shall be concealed from public view except for collection days. Each residence shall be equipped with an approved type of garbage disposal unit. No garbage or other wastes shall be burned at any time on a lot.

Section 17: Vehicles.

- (a) No motor vehicles of any kind shall be parked on any street, or in any driveway or yard, for more than one week in a non-operating and/or non-licensed condition.
- (b) No commercial motor vehicles over 24 feet in length, or semi-tractor, and/or trailer shall be parked on any street, or in any driveway or yard for more than eight hours in any 24 hour period, except for vehicles, machines and equipment used in buildings constructed therein.
- (c) No recreational vehicles, such as but not limited to campers, motor homes, snowmobiles, boats and boat trailers, shall be parked on any street for more than 72 hours. Recreational vehicles on any lot for more than 72 hours must be suitably housed in an enclosed structure.

**ARTICLE VII**  
**ARCHITECTURAL BOARD OF REVIEW**

Section 1: Appointments: The Board of Directors of the Association shall annually appoint an Architectural Board of Review of not less than three (3) persons to review the plans, specifications, designs and plot plans for all lot development including the proposed placement of all structures and exterior alternations and additions thereto.

Section 2: Requirements for Approval: In order to insure the development of the property subject to these conditions into a desirable residential community and to control the landscaping, improvements and structures therein, no building, fence or other structure shall be erected, placed or altered on any lot until the building plans, specifications, designs, and plot plans showing the location and placement of such building, fence or structure upon the lot have been approved in writing by the Architectural Board of Review. All such plans, specifications, designs, and proposed locations shall be deemed to be approved as submitted unless rejected or disapproved by said board of review within thirty days after the same are submitted to any member of said Board of Review. All plans, specifications, designs, and location of structures to be erected shall conform to and be in harmony of the existing structures in the subdivisions and shall in all respects conform to the restrictions herein set forth, and, further, shall blend aesthetically with the adjoining structures, in which regard the judgment of the Board of Review shall be conclusive. If any plans, specifications, designs, or site plans are disapproved, said disapproval shall be in writing signed by a majority of the members of the Board of Review, which shall be sent to the applicant and which shall specify the reason(s) for disapproval. No building or other improvement shall be commenced until approval of said Board of Review thereof is obtained. The approval or disapproval of said Board of Review shall not prevent subsequent enforcement of these restrictions. The Board of Review may approve exceptions to these requirements as it deems necessary and appropriate to effect the overall intent of these restrictions.

Section 3: Fees for additional reviews beyond the original site plan and house plan may be charged.

**ARTICLE VIII**

**GENERAL PROVISIONS**

Section 1: Enforcement. The Association, or any owner, shall have the right to enforce in any court of competent jurisdiction all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any owner to enforce

any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2: Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3: Notices. Any notice required to be sent to any owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as owner on the records of the Association at the time of such mailing.

Section 4: Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty years from the date this declarations recorded, after which time they shall be automatically extended for successive period of ten years. This Declaration may be amended by an instrument signed by not less than seventy-five (75) percent of the lot owners, and recorded in the Register of Deeds Office for Washtenaw County, Michigan.

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR WARNER CREEK PROPERTIES**

On September 10, 1979, a certain Declaration of Covenants, Conditions, and Restrictions for Warner Creek Properties, was adopted and later recorded in Liber 1727, Page 391, Washtenaw County Records.

The Developer wishes to amend the Declaration to provide for the construction and maintenance of storm water drain facilities.

NOW, THEREFORE, the Declaration of Covenants, Conditions and Restrictions for Warner Creek Properties is amended in the following particulars:

**ARTICLE IX**  
**DRAIN MAINTENANCE**

Section 1: On the recorded Plat of Warner Creek Subdivision is an easement for the installation of an underground storm water drainage facility, the legal description of which is:

Attached hereto as Exhibit "A"

All of the owners of the properties subject to these covenants, conditions and restrictions, hereby covenant, and each owner of any lot of acceptance of a dead or vendee interest in a land contract therefore, whether or not it shall be so expressed in such deed or land contract, is deemed to covenant and agree to pay to the Association their respective share of special assessments for the construction, maintenance and repair of a storm water drain facility. This special assessment, with respect to each lot, together with interest, cost, attorney fees, and other proper charges, shall be a charge on the land and shall be a continuing lien upon such lot, and shall also be the personal obligation of the person who was the owner of such lot at the time when the assessment fell due.

The Association shall levy a special assessment for a term not to exceed five (5) years to defray the cost of the construction, reconstruction, repair or replacement of all or any portion of said storm water drain facility. The Board of Directors of the Association, with a two-thirds (2/3) vote of the members, and concurrence of the Washtenaw County Drain Commissioner, may extend the term for additional periods not to exceed a total of ten (10) years.

Section 2. The Washtenaw County Drain Commissioner is a beneficiary of this declaration as to Section 1 of this Article IX, and it is specifically covenanted that this Article IX may not be rescinded or amended.

Section 3. If, in the judgement of the Washtenaw County Drain Commissioner, construction or maintenance is required within the drainage

easements to serve the needs of the properties subject to the covenants, conditions and restriction for Warner Creek properties, the Commissioner shall so inform the Board of Directors of the Association. It shall then be the duty of the Board of Directors of the Association to have the drainage construction or maintenance performed. Should the Board of Directors fail to have the drainage construction or maintenance commenced within a reasonable time, the Washtenaw County Drain Commissioner shall then have the right to proceed with needed drainage construction or maintenance work and assess against the properties of the subdivision all costs required to arrange for and have performed the drainage construction or maintenance work. Such assessments by the Washtenaw County Drain Commissioner shall be collected in the same manner as hereinbefore provided for special assessments of the Association.

Section 4. This Article IX shall be read solely with respect to drains and shall not modify or alter special assessments for any and all capital improvements as provided for in Article V of the Declaration of Covenants, Conditions and Restrictions for Warner Creek Properties.

All other covenants, conditions and restrictions in the Declaration remain in full force and effect and without any change or modification whatsoever except only as to the addition of Article IX as above provided.

**EXTENSION OF DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR WARNER CREEK PROPERTIES**

WHEREAS:

1. The undersigned 401 Service Corporation, a Michigan Corporation, of 401 East Liberty Street, Ann Arbor, Michigan is the owner of the real property described in Exhibit A, commonly known as the Proposed Warner Creek Subdivision No. 2, and
2. The undersigned previously developed Warner Creek Subdivision No. 1 and in connection therewith recorded a certain Declaration of Covenants, Conditions and Restrictions for Warner Creek Properties at Liber 1727, Page 391, Washtenaw County, Michigan, Records, and
3. Article II, Section 2 of said Declaration of Covenants specifically anticipated and permitted the extension of same to future phases of Warner Creek, now

THEREFORE; the undersigned does hereby bring the real estate described in attached Exhibit A (Proposed Warner Creek Subdivision No. 2) under the previously mentioned Declaration of Covenants, Conditions and Restrictions for Warner Creek Properties and makes such real estate subject thereto to the same extent as property owners in Warner Creek Subdivision No. 1 are subject to said Declaration.

**EXTENSION OF DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR WARNER CREEK PROPERTIES**  
**As recorded in Liber 26 of Plats on Pages 10, 11 & 12**

WHEREAS:

1. The undersigned 401 Service Corporation, a Michigan Corporation, of 401 East Liberty Street, Ann Arbor, Michigan is the owner of the real property described in Exhibit A, commonly known as the Proposed Warner Creek Subdivision No. 3, and
2. The undersigned previously developed Warner Creek Subdivision No. 1 and in connection therewith recorded a certain Declaration of Covenants, Conditions and Restrictions for Warner Creek Properties at Liber 1727, Page 391, Washtenaw County, Michigan, Records, and
3. Article II, Section 2 of said Declaration of Covenants specifically anticipated and permitted the extension of same to future phases of Warner Creek, now

THEREFORE; the undersigned does hereby bring the real estate described in attached Exhibit A (Proposed Warner Creek Subdivision No. 3) under the previously mentioned Declaration of Covenants, Conditions and Restrictions for Warner Creek Properties and makes such real estate subject thereto the same extent as property owners in Warner Creek Subdivision No. 1 are subject to said Declaration.

**EXTENSION OF DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR WARNER CREEK PROPERTIES**

WHEREAS:

1. The undersigned 401 Service Corporation, a Michigan Corporation, of 401 East Liberty Street, Ann Arbor, Michigan is the owner of the real property described in Addendum A, commonly known as the Proposed Warner Creek Subdivision No. 4, and
2. The undersigned previously developed Warner Creek Subdivision No. 1 and in connection therewith recorded a certain Declaration of Covenants, Conditions and Restrictions for Warner Creek Properties at Liber 1727, Page 391, Washtenaw County, Michigan, Records, and
3. Article II, Section 2 of said Declaration of Covenants specifically anticipated and permitted the extension of same to future phases of Warner Creek, now

THEREFORE; the undersigned does hereby bring the real estate described in attached Addendum A (Proposed Warner Creek Subdivision No. 4) under the previously mentioned Declaration of Covenants, Conditions and Restrictions for Warner Creek Properties and makes such real estate subject thereto to the same extent as property owners in Warner Creek Subdivision No. 1 are subject to said Declaration.

**EXTENSION OF DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR WARNER CREEK PROPERTIES**

WHEREAS:

4. The undersigned 401 Service Corporation, a Michigan Corporation, of 401 East Liberty Street, Ann Arbor, Michigan is the owner of the real property described in Addendum A, commonly known as the Proposed Warner Creek Subdivision No. 5, and
5. The undersigned previously developed Warner Creek Subdivision No. 1 and in connection therewith recorded a certain Declaration of Covenants, Conditions and Restrictions for Warner Creek Properties at Liber 1727, Page 391, Washtenaw County, Michigan, Records, and
6. Article II, Section 2 of said Declaration of Covenants specifically anticipated and permitted the extension of same to future phases of Warner Creek, now

THEREFORE; the undersigned does hereby bring the real estate described in attached Addendum A (Proposed Warner Creek Subdivision No. 5) under the previously mentioned Declaration of Covenants, Conditions and Restrictions for Warner Creek Properties and makes such real estate subject thereto to the same extent as property owners in Warner Creek Subdivision No. 1 are subject to said Declaration.

## **WARNER CREEK HOME OWNERS' ASSOCIATION BY-LAWS**

### **ARTICLE I**

#### **ADOPTION OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WARNER CREEK PROPERTIES**

The Declaration of Covenants, Conditions and Restrictions for Warner Creek Properties (hereinafter known as the Declaration) is hereby incorporated by reference and adopted in its entirety as part of the By-Laws of this Association.

### **ARTICLE II** **OFFICE**

The Warner Creek Homeowner's Association mailing address is P O Box 512, Saline, Michigan 48176.

### **ARTICLE III** **MEMBERS AND VOTING RIGHTS**

Members of the Association and voting by members of the Association shall be in accordance with the following provisions:

- A. Each owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.
- B. An owner shall be entitled to as many votes as the number of lots which the owner (and his common owners, if any) own. Each lot shall have but one (1) vote irrespective of the number of common owners thereof, which vote shall be cast as such owners agree.
- C. An owner, shall be entitled to vote at any meeting of the Association only after having presented satisfactory evidence of ownership of a lot. The vote of each owner may only be case by the individual representative designation by such owner in the notice required in Sub-paragraph D below, or by a proxy given by such individual representative.
- D. Each owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the lot or lots owned by the owner, and the name and address of each owner. Such notice shall be signed and dated by the owner. The individual representative

designated may be changed by the owner at any time by filing a new notice in the manner herein provided.

- E. The presence in person or by proxy of Fifty (50%) percent of the owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required herein to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.
- F. Votes may be cast in person or by proxy or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written vote must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.
- G. A majority, except where otherwise provided herein, shall consist of more than Fifty (50%) percent of those qualified to vote and present in person or by proxy (or written vote if applicable) at a given meeting of the members of the Association.

#### **ARTICLE IV** **MEETING**

- A. Meetings of the Association shall be at such place as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Roberts Rules of Order or some other generally recognize manual of parliamentary procedure when not otherwise in conflict with the Articles of Incorporation, the By-Laws of the Association, the Declaration or the laws of the State of Michigan.
- B. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the members presented to the Secretary of the Association. Notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.
- C. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting stating the purpose thereof as well as the time and place where it is to be held, upon each member of record at least thirty (30) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each member at the address shown in the

notice required to be filed with the Association by Article I of these By-laws, shall be deemed notice served. Any member may, by written waiver of notice, signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

- D. If any meeting of owners cannot be held because a quorum is not in attendance, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

#### **ARTICLE V** **FINANCIAL RECORDS**

The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the common area and any other expenses incurred by or on behalf of the Association and the owners. Such accounts and all other Association records shall be open for inspection by the owners during reasonable working hours. The Association shall prepare and distribute to each owner at least once a year a financial statement, the contents of which shall be defined by the Board of Directors. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. The cost of any such audit and any accounting expenses shall be expenses of administration.

#### **ARTICLE VI** **BOARD OF DIRECTORS**

- A. The affairs of the Association shall be governed by a board of at least three directors, all of whom must be members of the Association. Directors shall serve without compensation.
- B. The term of office of each director shall be two (2) years. The directors shall hold office until their successors have been elected and hold their first meeting.
- C. The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Declaration or required thereby to be exercised and done by the members. In addition to the foregoing general duties imposed by these By-laws, the Board of Directors shall be responsible for the following:

1. Management and administration of the affairs of the Association and the maintenance, repair and replacement of improvements of the common areas including all sidewalks and retention ponds and basins within the property.
  2. Levying and collection of assessments from the members of the Association.
  3. Payment of all taxes or other charges which may be assessed against or levied upon the lands to which the Association has title in fee. The Association shall not be responsible for any tax with respect to any property in which it has merely an easement.
  4. Securing public liability and property damage insurance in such amounts as it shall determine necessary.
  5. Contract for and employ persons, firms, corporations, or other agents including a security guard service, as shall be necessary or appropriate to assist in the maintenance, protection and preservation of the real property of the Association and of its members. Also, to contract for such other services, including, but not limited to, utilities such as sewer, water, gas and electric, as may be appropriate for the convenience and general welfare of all members, and the expense of such services shall be expenses of administration.
  6. Acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease, any real or personal property (including any lot and easement, right-of-way and license) on behalf of the Association in furtherance of any of the purposes of the Association.
  7. Borrow money and issue evidence of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, pledge or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of not less than three-quarters (3/4) of all owners of the Association.
  8. Annually appoint an architectural Board of Review for the purposes specifically described in the Declaration.
  9. Makes rules and regulations in accordance with Article VIII of these By-Laws.
  10. Establish such committee as it deems necessary, or desirable and to appoint persons thereto for the purpose of implementing the administration of the common area and to delegate to such committees any functions or responsibilities which are not by law or the Declaration required to be performed by the Board.
  11. Enforce the provisions of the Declaration as the Board may determine.
- D. Property Management Agent: The Board of Directors may employ for the Association a professional management agent at compensation agreed to by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section C of this Article. The Board may delegate to such management agent any other duties or powers

which are not by law or by the Declaration required to be performed by or at the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent in which the maximum term is greater than three (3) years.

- E. Vacancies: Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the members of the Association, shall be filled by vote of majority of the remaining directors. Each person so elected shall be a director until a successor is elected at the next annual meeting of the Association.
- F. Removal of Directors: At any regular or special meeting of the Association duly called, any one or more of the directors may be removed with or without cause by a majority of the owners and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.
- G. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected and no notice shall be necessary to the newly elected directors in order to legally constitute such meeting, providing a majority of the whole Board shall be present.
- H. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the directors; but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally, by mail, telephone at least ten (10) days prior to the date named for such meeting.
- I. Special meetings of the Board of Directors may be called by the President on twenty four (24) hours notice to each director, given personally, by mail, telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two directors.
- J. Before or at any meeting or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be deemed a waiver of notice by him of the time and place thereof.

- K. At all the meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such director for purposes of determining a quorum.
- L. The Board of Directors may require that all officers and/or employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

#### **ARTICLE VII** **OFFICERS**

- A. The principal officers of the Association shall be a president, who shall be a member of the Board of Directors, a Vice President, Secretary and a Treasurer. The directors may appoint an assistant treasurer and an assistant secretary, and such other officers as in their judgment may be necessary. Any two officers except that of president and vice president may be held by one person.
- B. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new board and shall hold office at the pleasure of the Board.
- C. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his/her successor elected at any regular meeting of the Board of Directors or at any special meeting of the Board called for such purpose.
- D. The president shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors and shall have all of the general powers and duties which are usually vested in the office of the president of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he/she may in his his/her direction deem appropriate to assist in the conduct of the affairs of the Association.
- E. The Vice President shall take the place of the President and perform his/her duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall

appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him/her by the Board of Directors.

- F. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he/she shall have charge of the corporate seal and of such books and papers as the Board of Directors may direct, and he/she shall, in general perform all duties incident to the office of the Secretary.
- G. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts for all receipts and disbursements in books belonging to the Association. He/she shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association and in such depositories as may, from time to time, be designated by the Board of Directors.
- H. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

### **ARTICLE VIII** **REGULATIONS**

Reasonable regulations consistent with the Declaration and these By-Laws, concerning the use of the common areas, may be made and amended from time to time by any Board of Directors of the Association. Copies of all such regulations and amendments thereto shall be furnished to all owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than seventy-five (75%) percent of all owners.

### **ARTICLE IX** **ASSESSMENTS**

Assessments shall be according to the Declaration of Covenants, Conditions and Restrictions for Warner Creek Properties.

### **ARTICLE X** **NOTICES**

Any notices required to be sent to any owner under the provisions of these By-Laws shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as the owner or representative of the owner on the records of the Association at the time of such mailing.

## **ARTICLE XI** **AMENDMENTS**

- (a) Amendments to these By-Laws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the directors or by one-third (1/3) or more in number of the Association members or by instrument in writing signed by them.
- (b) Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of these By-Laws.
- (c) These By-Laws may be amended by the Association at any regular annual meeting or special meeting called for such purpose, by an affirmative vote or not less than Fifty (50%) percent of all of the members.
- (d) A copy of each amendment to the By-Laws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these By-Laws that is adopted in accordance with this Article, shall be binding upon all persons who have an interest in the common area irrespective of whether such persons actually receive a copy of the amendment.

## **ARTICLE XII** **COMPLIANCE**

These By-Laws are set forth to comply with the requirements of Act Number 327 of the Public Acts of Michigan of 1931, as amended, and Act Number 284 of the Public Acts of Michigan of 1972 and with the Declaration. In case any of these By-Laws conflict with the provisions of said statute, or with the provisions of said Declaration, the provisions of the statute and said Declaration shall be controlling.

## **ARTICLE XIII** **FINANCES**

- (a) The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.
- (b) The funds of the Association shall be deposited in such bank as may be designated by the Directors, and shall be withdrawn only upon the check or order of such officers, employees or agents, as are designated by the resolution of the Board of Directors from time to time.

**ARTICLE XIV**  
**DEFINITIONS**

All terms used herein shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions for Warner Creek Properties as recorded in Liber 1727, Page 391, Washtenaw County Records.

**ARTICLE XV**  
**INDEMNIFICATION OF DIRECTORS, OFFICERS, COMMITTEE MEMBERS,**  
**EMPLOYEES AND AGENTS**

Every director, officer, committee member, employee and agent of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him/her in connection with any proceeding to which he/she may be a party, or in which he/she may become involved, by reason of his/her being or having been a director, officer, committee member, employee, or agent of the Association, whether or not he/she is a director, officer, committee member, employee, or agent at the time such expenses are incurred, except in such cases wherein the director, officer, committee member, employee, or agent is adjudged guilty of willful misfeasance or malfeasance, willful and wanton misconduct or gross negligence in the performance of his/her duties; provided, that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director, officer, committee member, employee, or agent seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director, officer, committee member, employee, or agent may be entitled. Further, the Board of Directors is authorized to carry directors' and officers' liability insurance covering acts of the directors, officers, committee members, employees, and agents of the Association in such amounts as it shall deem appropriate.

This is to certify that the above Article XV was duly adopted as an amendment to the By-Laws of Warner Creek Home Owners' Association by an affirmative vote of not less than 50% of all of the members on the 30<sup>th</sup> day of January, 1993.

## **NON-PROFIT ARTICLES OF INCORPORATION**

These Articles of Incorporation are signed and acknowledged by the incorporators for the purpose of forming a non-profit corporation under the provisions of Act No. 327 of the Public Acts of 1931, as amended, and Act. No 284 of the Public Acts of 1972, as follows:

### **ARTICLE I**

The name of the corporation is Warner Creek Home Owners' Association.

### **ARTICLE II**

The purpose or purposes for which the corporation is formed are as follows:

- (a) To manage and administer the affairs of, and to maintain repair and replace improvements of, the common areas of the Warner Creek Properties (hereinafter called "Properties");
- (b) To levy and collect assessments against and from the members of the corporation and to use the proceeds thereof for the purposes of the corporation;
- (c) To pay all real estate taxes or other charges which may be assessed against or levied upon the lands to which the Association has title in fee;
- (d) To carry insurance and to collect and allocate the proceeds thereof;
- (e) To rebuild improvements after casualty;
- (f) To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance and administration of the common areas of the Properties;
- (g) To make and enforce reasonable regulations concerning the use and enjoyment of said common areas of the Properties;
- (h) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property, including, but not limited to, any lot in the Properties or any other real property, whether or not contiguous to the Properties, for the purpose of providing benefits to the members of the corporation and in furtherance of any of the purposes of the corporation;
- (i) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;
- (j) To enforce the provisions of the Declaration of Covenants, Conditions and Restrictions for Warner Creek Properties may be determined by the Board of Directors to be in the best interest of the Association, and these Articles of Incorporation and such by-laws and rules and regulations of this corporation as may hereafter be adopted;
- (k) To do anything required of or permitted to it as administrator of said common areas of the Properties by the Declaration or by-laws or laws of the State of Michigan.

- (l) In general, to enter into any kind of activities; to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of said common areas of the Properties and to the accomplishment of any of the purposes thereof.

### **ARTICLE III**

Location of the first registered office is 401 E. Liberty Street, Ann Arbor, Washtenaw County, Michigan.

Post Office address of first registered office is 401 E. Liberty Street, Ann Arbor, Michigan 48104.

### **ARTICLE IV**

The name of the first resident agent is:  
Robert A. Reiff

### **ARTICLE V**

Said corporation is organized upon a non-stock basis; The amount of assets which said corporation possesses is:

Real property:                      None

Personal property:                \$100.00

Said corporation is to be financed under the following general plan:

Assessment of members.

### **ARTICLE VI**

The names and places of business of each of the incorporators are as follows:

Robert A. Reiff  
401 Service Corporation  
401 E. Liberty Street  
Ann Arbor, Michigan 48104

John W. Corey  
401 Service Corporation  
401 E. Liberty Street  
Ann Arbor, Michigan 48104

John R. Dale  
401 Service Corporation  
401 E. Liberty Street  
Ann Arbor, Michigan 48104

## **ARTICLE VII**

The names and addresses of the first Board of Directors are as follows:

Robert A. Reiff  
401 Service Corporation  
401 E. Liberty Street  
Ann Arbor, Michigan 48104

John W. Corey  
401 Service Corporation  
401 E. Liberty Street  
Ann Arbor, Michigan 48104

John R. Dale  
401 Service Corporation  
401 E. Liberty Street  
Ann Arbor, Michigan 48104

## **ARTICLE VIII**

The term of corporate existence is perpetual.

## **ARTICLE IX**

The qualifications of members, the manner of their admission to the corporation, the termination of membership, and voting by such members shall be as follows: pursuant to the Declaration of Covenants, Conditions and Restrictions for Warner Creek Properties as recorded in Liber 1727, Page 391, Washtenaw County Records.

We, the incorporators, sign our names this 18<sup>th</sup> day of January, 1980.

Robert A Reiff  
John W. Corey  
John R. Dale

## **ARTICLE X**

A volunteer director shall not hereafter be personally liable to the Association or its members for monetary damages for breach of the director's fiduciary duty, except where there is:

- (a) A breach of the director's duty of loyalty to the Association or its members;
- (b) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- (c) A violation of Michigan Statutes Annotated Section 21.200(551);
- (d) A transaction from which the director derived an improper personal benefit; or
- (e) An act or omission that is grossly negligent.

If the Michigan Nonprofit Corporation Act is subsequently amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Association shall be eliminated or limited to the fullest extent permitted by the Michigan Nonprofit Corporation Act, as so amended.

Any repeal or modification of the foregoing provisions of this Article by the members of the Association shall not adversely affect any right or protection of a director of the Association existing at the time of such repeal or modification.

**Warner Creek Subdivision  
Architectural Board of Review**

**POLICIES, PROCEDURES, AND GUIDELINES**

**Written by Review Board and approved by Board of Directors  
December 3, 1987**

**INTRODUCTION**

The Warner Creek Subdivision Architectural Board of Review is appointed annually by the Board of Directors of the Homeowners Association for the purpose of reviewing plans, specifications, designs and plot plans for all lot development including the proposed placement of all structures and exterior alterations and additions.

The Declaration of Covenants, Conditions and Restrictions for Warner Creek Properties, Article VII, requires that: "In order to insure the development of the property subject to these conditions into a desirable residential community and to control the landscaping, improvements and structures therein, no building, fence or other structure shall be erected, placed or altered on any lot until the building plans, specifications, designs, and plot plans showing the location and placement of such building, fence or structure upon the lot have been approved in writing by the Architectural Board of Review."

To assist property owners in appropriately responding to this requirement, and to provide consistency in the procedures and decisions effected by the Board, the following guidelines, policies and procedures will be applied to the review process.

**POLICIES AND PROCEDURES**

Certain procedural and policy requirements are specified in the Declaration and have been noted by quotation in the following discussion. Other procedures and policies have been adopted by the Board to facilitate and provide for consistency in the review process.

1. "All plans, specifications, designs, and locations of structures to be erected shall conform to and be in harmony of the existing structures in the subdivision and shall in all respects conform to the restrictions herein set forth (in the Declaration), and, further, shall blend aesthetically with the adjoining structures, in which regard the judgment of the Board of Review shall be conclusive."

2. The Board will apply in its review all restrictions, easements and reservations prescribed in the Declaration, Article VI, Building and Use Restrictions, with particular emphasis by the Board on restrictions related to:
  - Size and Height
  - Type of Construction
  - Garages, Carports, Breezeways
  - Temporary Buildings
  - Line Fences
  - Intersection Sight Clearance
  - Easements
3. Specific guidelines will be developed by the Board as necessary to interpret the building and use restrictions and to facilitate the aesthetic development of the neighborhood. These guidelines are to be included in this document.
4. Property owners will submit, in writing, to a member of the ARB or by mail to WCHA, P O Box 512, Saline, MI 48176, the appropriate plans and specifications, including plot plans, design plans and material specifications, for any lot development or exterior alterations. All submitted material, to be accepted as complete by the Board, must address all relevant guidelines.
5. "All such plans, specifications, designs and proposed locations shall be deemed to be approved as submitted unless rejected or disapproved by said Board of Review within thirty days after the same are submitted to any member of said Board of Review." The Board will approve in writing all approved plans.
6. "If any plans, specifications, designs, or site plans are disapproved, said disapproval shall be in writing signed by a majority of the members of the Board of Review, which shall be sent to the applicant and which shall specify the reason(s) for disapproval."
7. "Fees for additional reviews beyond the original site plan and house plan may be charged." Fees will be charged to cover any direct expenses incurred by the Board or its individual members. In some cases, review by a professional consultant may be required. The applicant will be notified first to allow for withdrawal of their request.
8. A copy of these Policies, Procedures and Guidelines will be provided by the Board of Directors to each new property owner and to all current and potential builders/contractors.
9. "No building or other improvement shall be commenced until approval of said Board of Review thereof is obtained." In the case of failure to submit for review or to obtain approval of the Board prior to beginning development or

construction, the Board may recommend to the Board of Directors that appropriate action be initiated as specified in Article VIII, Section I of the Declaration, to enjoin the owner from continued activity.

## GUIDELINES

It is the policy of the Board that specific guidelines be developed and adopted as necessary to provide clarification, interpretation, or specific criteria to facilitate the review process. As new guidelines are developed or existing guidelines modified, this document will be amended by a majority of the current Board and approved by a majority of the Board of Directors.

### 1. Exterior Construction and Materials

It is the Board's intent that all exterior construction and materials be of a quality equivalent to that of the existing homes in the neighborhood, and that the building be of overall sound structure, with materials of lasting appearance and function.

### 2. Lawns and Landscaping

No vegetation will be allowed which is not consistent with the requirements for intersection sight clearance, as specified in the Declaration.

Screen vegetation is permitted, but uninterrupted vegetation which can be interpreted as a "wall," i.e. hedge, must conform to guidelines established for fences.

### 3. Fences

No fence will be allowed that will restrict the view of neighboring lots. Only fences of visually porous decorative nature, not exceeding four (4) feet in height may be placed on a lot, including lot lines. Fences of a visually non-porous nature may be placed around swimming pools in accordance with Township requirements or may be placed within the boundary of the extension of the house lines. Visually non-porous fences shall not exceed six (6) feet in height. Chain-link fences shall in all events be prohibited for any purpose.

### 4. Detached Structures

No detached enclosed structures, i.e., storage sheds, animal enclosures, will be permitted.

Dog runs must conform to guidelines for fences and be approved by the Board.

Permanently constructed play structures must conform to this guideline and the appropriate sections of the guideline for deck construction. These play structures

must conform to and not detract from the neighborhood's appearance, and must be reviewed and approved by the Board prior to construction.

#### 5. Deck Construction

The following guidelines should be specifically addressed in proposal submitted to the Board:

- Building Materials: Resistant to damage from weather and normal use (i.e. pressure treated lumber).
- Finish (Color, Stain): consistent with exterior materials on house and surrounding homes.
- Size: Should not negatively impact appearance of subdivision "open" areas.
- Railing decorative nature. Provide reasonable privacy while not obstructing neighbors' views.
- Ground Clearance: Unsightly space between ground and deck should be shielded from view by shrubbery or latticework.
- Roof Materials: Identical to or consistent with roofing material of house.
- All necessary building permits obtained; conform with relevant building codes.
- Maintain all easements; "reasonable" clearance from lot line.
- Survey utility lines for location; utility companies put out flags.