

Navigation

[Home](#)

News From The Board

[Homeowner's Association Board](#)

[Message From the President](#)

Board Meeting Minutes (Protected)

Newsletters (Protected)

Projects

[Little Free Library](#)

[Street Sign Project](#)

[Mailbox Repairs and Paint Specification](#)

Subdivision Information

[Bylaws](#)

[Proposed Change to Bylaws](#)

[Deed Restrictions](#)

[Subdivision Events](#)

[Contractor Referrals](#)

[Directory Update](#)

Policies

[Mailbox Uniformity Policy](#)

[Siding Policy](#)

[Reward for Reports on Vandalism](#)

[Unified Subdivision Trash Service](#)

Rochester Hills Information

[Rochester Hills Herald Archive](#)

[Rochester Hills Event Calendar](#)

[Rochester Community Events Calendar](#)

[Guide to Neighborhood Living](#)

[Link to City of Rochester Hills Website](#)

[Rochester Hills Public Library](#)

[Rochester School Calendar](#)

[Rochester Regional Chamber of
Commerce](#)

[Unified Subdivision Trash Service](#)

[Allied Waste/Recycle Bank Information](#)

[NOHAZ Collection Dates](#)

[Allied Waste Update](#)

[Classified Ads](#)

Bylaws

ASSOCIATION BYLAWS OF VINTAGE ESTATES HOMEOWNERS ASSOCIATION

ARTICLE I

APPLICABILITY OF THE BYLAWS

Section 1.

The Bylaws of this Corporation are established to provide rules for the operation of the Association which has been established pursuant to the provisions of an Agreement for Subdivision Open Space between the developer of Vintage Estates Subdivision and the City of Rochester Hills, Michigan.

ARTICLE II

DEFINITIONS

Section 1.

“Association” shall mean and refer to the VINTAGE ESTATES HOMEOWNERS ASSOCIATION, a Michigan non-profit corporation, its successors and assigns.

Section 2.

“Properties” shall mean and refer to Blue Grass Park, a common area designated in the plat of Vintage Estates as recorded in Liber 206 of Plats, pages 35 through 38, inclusive, Oakland County Records.

Section 3.

“Lots” shall mean and refer to any subdivided lot in Vintage Estates Subdivision or such additional lands as may be included pursuant to the provisions of paragraph 19 of the Agreement for Subdivision Open Space Plan (the “Open Space Plan”) between the Developer of Vintage Estates and the City of Rochester Hills.

Section 4.

“Common Area” shall mean all real property owned by the Association for the common use and enjoyment of the owners, including Blue Grass Park and the entranceway to the Subdivision, the Dutton Road Right-of-Way and other common rights of way within the Subdivision including the center of the cul-de-sac.

Section 5.

“Owner” shall mean and refer to the recorded owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6.

“Member” shall mean persons who are owners of lots. Qualification for membership shall be governed by the provisions of Section 19 of the Declaration of Covenants, Easements, Building and Use Restrictions (the “Restrictions”). Each party owning a lot shall be a member. A party owning multiple lots shall be entitled to a separate membership as to each lot.

ARTICLE III

VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1.

Voting. Each member shall have one vote.

Section 2.

Quorum. Except as otherwise herein provided, the presence in person or by proxy of fifteen (15%) percent of the total lot owners of Vintage Estates Subdivision, as that membership may be expanded pursuant to the provisions of Section 19 of the Open Space Plan, shall constitute a quorum.

Contractor Referrals
Charitable Organizations
Services Offered

Websites

Vintage Facebook Page
<https://www.facebook.com/NewcomersClubRochester/>
<http://www.allmyfaves.com/>
<http://www.hometownlife.com/>
<http://www.zillow.com/>
<http://www.webmd.com/>

Contact

Homeowner's Association Mailing Address:

Vintage Estates Homeowner's Association (VEHA)
3128 Walton Blvd., #120
Rochester Hills, MI 48309

Find us on 

Section 3.

Proxies. Votes may be cast in person or by proxy. Proxies must be filled with the Secretary before the appointed time of each meeting. Votes may also be cast by a writing duly signed by the member.

ARTICLE IV

QUALIFICATION OF MEMBERS

A. Each lot owner or land contract vendee of Vintage Estates Subdivision shall be a member of the Association. No other person or entity shall be entitled to a membership.

B. The Developer or their assigns shall be entitled to membership in the Association and shall be entitled to vote on the basis of one vote for each lot owned only so long as the Developer owns a lot in the subdivision.

C. Each lot owner or land contract vendee, including the developer, shall have one vote for each lot owned. Upon transfer of a lot by the owner, the new owner is qualified for membership in the Association upon recording of Deed or land contract assignment with the Register of Deeds for Oakland County, MI. The former owner, other than the Developer, thereupon shall cease to be a member and shall no longer be entitled to any rights or privileges in the Association whatsoever.

D. For purposes of this paragraph, Subdivision shall be deemed to include Vintage Estates Subdivision as recorded in Liber 206 of Plats, pages 35-38, Oakland County Records and as said Subdivision shall be enlarged pursuant to Section 24 of the Restrictions of Vintage Estates Subdivision as recorded in Liber 10883, pages 542 through 554 Oakland County Records.

ARTICLE V

ADMINISTRATION

Section 1.

Association Responsibilities. Owners of the Lots will constitute the Association of Owners (hereinafter referred to as the "Association") who will have the responsibility of administering the project, approving the annual budget, establishing and collecting monthly assessments.

Section 2.

Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the co-owners as may be designated by the Board of Directors

Section 3.

Annual Meetings. The first annual meeting of the members of the Association shall be called by the Developer no later than the date on which sixty-five (65%) percent of the Lots in the Subdivision have been sold to owners (other than builders for the purpose of constructing homes), or four (4) years from the date of the recording of the plat of Vintage Estates, whichever first occurs. For purposes of this Section, the date of the first annual meeting shall be calculated as the date when the total lots referred to in paragraph 19 of the Open Space Plan have been sold and conveyed to the owner-users. Sales and closings to builders for resale to an owner-user shall not be included.

Section 4.

Special Meetings. It shall be the duty of the President to call a special meeting of the members when requested in writing by three (3) members of the Board of Directors or upon a petition signed by twenty-five (25%) percent of the members of the Association. Notice of any special meeting shall state the 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 unless by consent of four-fifths (4/5ths) of the co-owners present at such meeting.

Section 5.

Notice of Meeting. After the first annual meeting of members, it shall be the duty of the Secretary to serve a notice of each subsequent annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each co-owner of record, at least ten (10) days prior to such meeting.

Section 6.

Adjourned Meetings. If any meeting of members cannot be held because a quorum is not in attendance, the members who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7.

Order of Business. The order of business at all meetings of the owners of units shall be as follows:

- A. Roll Call
- B. Proof of notice of meeting or waiver of notice
- C. Reading of minutes of preceding meeting
- D. Reports of officers
- E. Report of committees
- F. Election of inspectors of election
- G. Election of directors
- H. Unfinished business
- I. New business

Section 8.

Voting. Voting at all elections shall be by secret ballot, unless a nomination is made by acclamation.

Section 9.

Rules for the Conduct of the meeting. All meetings of co-owners shall proceed in accordance with the provisions of Robert's Rules of Order.

ARTICLE VI

BOARD OF DIRECTORS

Section 1.

Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of five (5) persons, all of whom must be members of the Association, except as provided in Section 2 hereof.

Section 2.

Incorporators as Board of Directors. The incorporators shall serve as the first Board of Directors, and they shall maintain, manage and administer the affairs, the real estate and other property of the Association until their term of office terminates as provided in Article III, Section 3 hereof. Successive Board of Directors shall retain all such powers and duties necessary for the administration of the Association.

Section 3.

Powers and Duties. The Board of Directors shall, from time to time, make and adopt such reasonable regulations regarding the use and enjoyment of Blue Grass Park.

Section 4.

Election and Term of Office. At the first annual meeting of the members of the Association, the term of office of two (2) directors shall be fixed for three (3) years. The term of office of two (2) Directors shall be fixed for two (2) years, and the terms of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successor have been elected and hold their first meeting.

Section 5.

Vacancies. Any vacancy in any Board of Directors caused by any reason, other than the removal of a Director by a vote of members of the Association, shall be filled by vote of the majority of remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association to act for the unexpired term of his predecessor, or until his term would otherwise terminate.

Section 6.

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 members and a successor may then and there be elected to fill the vacancy thus created. Any Directors whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting.

Section 7.

Organization Meeting. 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 legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 8.

Regular Meetings. 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 the regular meetings of the Board of Directors shall be given to each Director, personally by mail, telephone or telegraph, at least five (5) days prior to the date named for such meeting.

Section 9.

Waiver of Notice. Before 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. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10.

Quorum. At all 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 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.

Section 11.

Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for the Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE VII

OFFICERS

Section 1.

Designation. The principal officers of the Association shall be a President, a Vice President, who shall be members of the Board of Directors, and a Secretary and a Treasurer. The Directors may also appoint such other Assistant Treasurers and Assistant Secretaries as in their judgement may be necessary. Any two officers except that of President and Vice President may be held by one person.

Section 2.

Election of Officers. The Officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3.

Removal of Officers. Upon an 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 successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4.

President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

Section 5.

Vice President. The Vice President shall take the place of the President and perform his 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 do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6.

Secretary. 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 shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of the Secretary.

Section 7.

Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies in such depositories as may, from time to time, be designated by the Board of Directors. All funds shall be deposited in a bank to be withdrawn only by designated officers of the Association. In the alternative, operating funds may be withdrawn from appropriate bank accounts by properly designated officers of the professional managing agent, if applicable.

Section 8.

Other Duties and Powers. 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

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1.

Powers. The Board of Directors shall have the power to:

- A. Adopt and publish rules and regulations governing the use of Blue Grass Park and the personal conduct of the member and their guest thereon.
- B. To levy assessments for the annual maintenance of Blue Grass Park and to provide appropriate funds for the operation of the Association. Assessments shall comply with the provisions of Section 20 of the Restrictions. Annual assessments shall not be less than Fifty (\$50.00) Dollars nor more than Two Hundred Fifty (\$250.00) Dollars applicable to each Lot.
- C. To establish special assessments as may be needed to cure operating deficits and for capital improvements. No special assessments shall exceed \$250.00 per member unless approved at a regular or special meeting of the members called for that purpose.
- D. To exercise, administer and enforce the provisions of the Building and Use Restrictions.
- E. To establish rules, regulations and policies for the operation of the Association pursuant to the authority of Section 20 (C) of the Restrictions.

Section 2.

Duties. The Board of Directors shall have the following duties:

- A. To establish an annual operating budget;
- B. To establish annual assessments applicable to each member and for purposes of providing funds necessary to fulfill the operating expenses provided in the budget. All assessments, regular or special, must be equally distributed among all members.
- C. To file a lien against the lot of any member who is delinquent in the payment of assessments (regular or special) pursuant to the provisions of Section 20 of the Building and Use Restrictions and, if appropriate, to commence appropriate proceedings for the foreclosure of such liens.
- D. To exercise all authorities and obligations delegated to the Association in the Building and Use Restriction

ARTICLE IX

Section 1.

Fiscal Year. The fiscal year of the Association shall be on a calendar year basis, or such other basis as may be adopted by the Board of Directors, in accordance with the conditions of the Bylaws.

ARTICLE X

Section 1.

Amendments to the Corporation Bylaws. Amendments to the corporation Bylaws can be proposed by the Board of Directors or by 1/3 of the members. The Bylaws can be amended by an affirmative vote of 2/3 of the members

Navigation

[Home](#)

News From The Board

[Homeowner's Association Board](#)

[Message From the President](#)

Board Meeting Minutes (Protected)

Newsletters (Protected)

Projects

[Little Free Library](#)

[Street Sign Project](#)

[Mailbox Repairs and Paint Specification](#)

Subdivision Information

[Bylaws](#)

[Proposed Change to Bylaws](#)

[Deed Restrictions](#)

[Subdivision Events](#)

[Contractor Referrals](#)

[Directory Update](#)

Policies

[Mailbox Uniformity Policy](#)

[Siding Policy](#)

[Reward for Reports on Vandalism](#)

[Unified Subdivision Trash Service](#)

Rochester Hills Information

[Rochester Hills Herald Archive](#)

[Rochester Hills Event Calendar](#)

[Rochester Community Events Calendar](#)

[Guide to Neighborhood Living](#)

[Link to City of Rochester Hills Website](#)

[Rochester Hills Public Library](#)

[Rochester School Calendar](#)

[Rochester Regional Chamber of
Commerce](#)

[Unified Subdivision Trash Service](#)

[Allied Waste/Recycle Bank Information](#)

[NOHAZ Collection Dates](#)

[Allied Waste Update](#)

[Classified Ads](#)

Deed Restrictions

DECLARATION OF COVENANTS, EASEMENTS, BUILDING AND USE RESTRICTIONS FOR VINTAGE ESTATES SUBDIVISION

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to the Vintage Estates Homeowners Association, a Michigan non-profit corporation, 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 property including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. When more than one person or entity has an interest in the fee simple title to any Lot, the interest of all such persons collectively shall be that of a single owner.

Section 3. "Property" shall mean and refer to that certain real property hereinbefore described.

Section 4. "Lot" shall mean and refer to any numbered lot shown upon the recorded subdivision plat of the property.

Section 5. "Subdivision" shall mean and refer to the initial recorded plat of 42 lots together with and inclusive of adjoining lands which may be platted by the Developer and included within these Restrictions pursuant to the provisions of Section 23 hereof.

Section 6. "Builder/Purchaser" shall mean builders who purchase Lots from Owner for construction purposes.

Section 7. "Grantor" shall mean and refer to GUY BARRON, his heirs, personal representatives, successors and assigns.

Section 8. "Common Area" shall mean all real property (including the improvements thereon) to be owned by the Association for the common use and enjoyment of the Owners and described as follows:

Blue Grass Park (Private Park) consisting of 9.21 acres and being part of Vintage Estates Subdivision according to the plat thereof as recorded in Liber 206, pages 35 through 38 inclusive; together with the landscaped portion of medians and cul-de-sacs and the landscaped portion of the right of way abutting Dutton Road.

Section 9. "Conveyance of Common Area". The Common Area to be conveyed to the Association at the time of the conveyance of the first lot shall be the Blue Grass Park (Private Park) as described in Section 8 hereof.

ARTICLE II

Building and the Restrictions

Section 1. RESIDENTIAL LOTS: All lots in said Subdivision shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one (1) single-private-family dwelling, with attached private garage for not less than two (2) cars, except as herein otherwise provided.

Section 2. BUILDING LINES: No building, on any of said lots, shall be erected nearer than thirty (30) feet to the front lot line, or nearer than ten (10) feet to a side lot line, or nearer than thirty (30) feet the side-line of any corner, provided that the total of the two side yards shall not be less than twenty (20) feet, or nearer than thirty-five (35) feet to the rear lot line, except written consent of the Grantor and the City, which consent the Grantor is empowered to give.

Section 3. MINIMUM FLOOR SPACE: No dwelling shall be placed or erected on any lot which has a livable floor space of less than One Thousand Nine Hundred (1,900) square feet for single-story residences.

Contractor Referrals
Charitable Organizations
Services Offered

Websites

Vintage Facebook Page

<https://www.facebook.com/NewcomersClubRochester/>

<http://www.allmyfaves.com/>

<http://www.hometownlife.com/>

<http://www.zillow.com/>

<http://www.webmd.com/>

Contact

Homeowner's Association Mailing Address:

Vintage Estates Homeowner's Association (VEHA)

3128 Walton Blvd., #120

Rochester Hills, MI 48309

Find us on 

Dwellings of one-and-one-half stories or two stories shall have a minimum livable floor space of Two Thousand Three Hundred (2,300) square feet and not less than One Thousand Four Hundred (1,400) square feet on the first floor, not including porches and breezeways. Bi-level, tri-level and multi-level dwellings shall have a minimum livable floor space of Two Thousand Three Hundred (2,300) square feet. Livable floor space as used herein shall include actual area within the outer surface of the outside walls, not including any garage, carport, basement, unheated porches, breezeways or entrances.

Section 4. LOT SIZE: No lot shall be reduced in size by any method whatsoever, without prior written consent of the Grantor or its duly authorized representatives. Lots may be enlarged by consolidation with one or more adjoining lots under one (1) ownership. In the event one or more lots are developed as a unit, all restrictions herein contained shall apply as though a single lot. In any event, no dwelling shall be erected, altered, placed or permitted to remain on any size smaller than one (1) lot as shown on the recorded plat.

Section 5. TREES AND SOIL: No trees exceeding six (6) inches in diameter shall be removed or cut, nor shall surface soil be dug or removed from any lot for purposes other than building and landscaping of said lot, without prior consent of the Grantor or its authorized representatives.

Section 6. EASEMENTS: Easements and right of way for utilities and storm drains are hereby reserved as shown on the recorded plat. No building may be constructed over any easements; however, after such utilities and storm drains have been installed, planting or other lot improvements shall be allowed so long as they do not interfere with or obstruct drainage or the operation of utilities, and so long as access for the installation or maintenance of utilities and storm drains is available without charge or liability for damages.

Section 7. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 8. DRIVEWAYS: All driveways shall be paved with asphalt or concrete and shall be completed, weather permitting, prior to occupancy.

Section 9. TEMPORARY STRUCTURES: Trailers, tents, shacks, tool sheds, barns or any temporary building of any design whatsoever are expressly prohibited within this Subdivision and no temporary occupancy shall be permitted in an unfinished residential building. This shall not prevent the erection of a temporary storage building for materials and supplies to be used in the construction of a dwelling, and which shall be removed from the premises on completion of the building, and shall not prevent use by any building or contractor of trailers for material storage or model offices during the period of construction in the Subdivision, provided the same shall be removed at the time of completion of such construction.

Section 10. ANTENNA: No outside television or antenna or other antenna, or aerial, satellite dish, saucer or similar device shall be placed, constructed, altered or maintained on any lot, unless Association Board of Directors determines in its sole discretion that the absence of an outside antenna creates substantial hardship with respect to a particular lot. Satellite dishes less than one meter in diameter may be erected if they meet the following restrictions:

1. Not more than two satellite dishes per home may be erected unless approval is obtained from the Association board of Directors.
2. No satellite dish may be installed forward of the midpoint of the non-street facing sides of a home unless approval is obtained from the Association Board of Directors.
3. All members with satellite dishes less than one meter in diameter installed after January 1, 2006 must follow these restrictions.

Section 11. SIGNS: No signs of any kind shall be displayed to the public view on any lot except one sign of not more than six (6) square feet advertising the property for sale or rent, political signs or signs used by a builder to advertise the property during the construction and sales period. Such signs as are allowed must be maintained in good condition at all times and removed on the termination of their use.

Section 12. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets which may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

Section 13. REFUSE AND STORED MATERIALS: No lot shall be used or maintained as a dumping ground or for outside storage for rubbish, trash, garbage or other materials. Other waste shall be kept in a sanitary container, properly concealed from public view.

Section 14. SWIMMING POOLS: Underground swimming pools or other permitted underground structures may be installed, when approved in writing by the Grantor as to size, location, materials, type of construction, and must be maintained in a safe and sanitary condition and such approval shall not be unreasonably denied. No free-standing above-ground level swimming pools will be permitted under any circumstance.

Section 15. LANDSCAPING: Basic landscaping, including finish grading and sodding, soil erosion and sediment controls as applicable shall be in place before title passes or a final certificate of occupancy is issued, whichever shall last occur.

Section 16. SIGHT DISTANCE AT INTERSECTION: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty (20) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction or such sight lines.

Section 17. GENERAL CONDITIONS:

A. No trailers, boats, boat trailers, campers, motor homes or commercial vehicles, other than those present on business may be parked in the Subdivision except within a private attached garage.

B. No clotheslines or outside drying of laundry shall be permitted.

C. All homes shall be equipped with an electric garbage disposal unit.

D. All mailboxes shall be located uniformly with reference to the dwellings in accordance with post office requirements.

E. Except as permitted in writing by Grantor, which permission shall only be given because of lot size and/or topographical constraints, garage doors shall be side or rear entrance only, and shall be kept closed, except as necessary for normal garage use, maintenance and cleaning.

Section 18. ARCHITECTURAL CONTROL:

A. No building or other structure shall be constructed, erected or maintained, nor shall any addition to, or change or alteration to any structure be made, except interior alterations, until plans and specifications, prepared by a competent architect showing the nature, kind, shape, elevation, façade, height and materials, color scheme, location on lot and approximate cost of such structure has been submitted to and approved in writing by the Grantor, and a copy of said plans and specifications as finally approved, lodged permanently with said Grantor.

B. Under no circumstances shall lot perimeter fencing be allowed within the Subdivision. However, ornamental fences, garden walls and similar devices may be constructed or erected only after plans and specifications of such proposed fence, wall or other device shall have been submitted in writing and approved by Grantor. In any event, no fence exceeding four (4) feet in height shall be permitted and no fence shall extend further toward the front of the lot than the rear line of the house. Fences for dog-runs shall also be approved by Grantor in the manner above provided. Notwithstanding the foregoing, any fencing required by ordinance or law to enclose a swimming pool or other permitted in-ground structure may be erected.

C. Developer specifically reserves the right to install rear lot line fencing dividing the Subdivision from lots contained in any adjoining subdivision.

D. Grantor shall have the right to refuse to approve any such plans and specifications which are not suitable or desirable in its opinion for aesthetic or other reasons; and in so passing upon such plans and specifications, it shall have the right to take into consideration the suitability of the proposed building to the site upon which it is proposed, and the harmony as planned in view to the outlook from the adjacent or neighboring properties. It is understood and agreed that the purpose of this paragraph is to cause the platted lands to develop into a beautiful harmonious, private residential section, and if a disagreement on the points set forth in the paragraph should arise, the decision of the Grantor shall control. However, in the event the Grantor shall have failed to approve or disapprove such plans and location within thirty (30) days after the same shall have been delivered to the Grantor, then such approval will not be required, provided

the plans and location on the lot conform to, or are in harmony with existing structures in the subdivision, these restrictions and any zoning law applicable thereto.

Section 19. HOMEOWNERS ASSOCIATION: There shall be created the VINTAGE ESTATE HOMEOWNERS ASSOCIATION, a Michigan non-profit corporation organized for a perpetual term (hereinafter "Association"). Membership in the Association, which shall be mandatory, shall consist of each original, and any successive owner of a residential lot in VINTAGE ESTATES SUBDIVISION. After Grantor has transferred any and all rights, privileges and duties of supervision and control of the Association to the successive owners in accordance with paragraph 24 herein, the owners of each lot shall be entitled to one (1) vote in the election of the Association's officers and directors as well as the conduct of other Association business in accordance with its Bylaws. The purpose of the Association shall be the maintenance and beautification of the Common Area and conducting of such other Association business as shall be permitted by its Bylaws. The Association shall be the association referred to in and organized pursuant to the Agreement for Subdivision Open Space Plan and the Association shall exercise the authority and assume the obligations set forth in that Agreement.

Section 20. DUES FUND:

A. All the land included in said plat, except streets and parks maintained for the general use of the owners of the land included in said tract, and any land owned by Grantor, shall be subject to an annual dues charged at a rate to be established from year to year, but not less than Fifty (\$50.00) Dollars per year, and not more than Two Hundred Fifty (\$250.00) Dollars per year for a lot-owner, but which shall neither contradict nor alter the terms of the Agreement for Subdivision Open Space Plan. For purposes of this paragraph, a "lot-owner" shall be defined as the fee owner or land contract purchaser of record of a lot.

B. Dues of the Association shall be collected prior to April 1, from all lot-owners of record as of January 1 of each year. There shall be no proration of dues for the first lot-owner.

C. The Association shall have the authority to establish rules, regulations and policies for the betterment of the Association, including the authority to make and enforce regulations pertaining to the use and maintenance of the Open Space and Common Areas which shall be binding upon the lot owners, but which shall neither contradict nor alter the terms of the Agreement for Subdivision Open Space Plan. The Association shall have a lien against the lots to enforce the collection of dues not paid by April 1 of each year. Any such sums assessed against the owner by the Association shall constitute a lien on the property. Notice of the lien shall be recorded in the office of the Register of Deeds for Oakland County and served on the owner at least ten (10) days in advance of commencement of any foreclosure proceedings. Said lien shall contain a power of sale and shall be foreclosed in accordance with the laws regulating the foreclosure by advertisement of real estate mortgages.

Section 21. SALES AGENCY: Notwithstanding anything to the contrary herein contained, the Grantor or any builder or builder's sales representative authorized by Grantor may construct and maintain sales agency office, together with a sign or signs of not more than one hundred (100) square feet of front surface, on lot or lots of their choosing in the Subdivision until such time as all of the lots in the Subdivision have been sold by them.

Section 22. TERM OF RESTRICTIONS: All the restrictions, conditions, covenants, charges and agreements contained herein shall continue in full force and effect for a period of twenty-five (25) years from the date of recording hereof and shall automatically be continued thereafter for successive periods of ten (10) years each, provided however, that after ten (10) years from the date of recording hereof, the owners of the fee of ninety (90%) percent or more of the lots in said Subdivision may, subject to the approval of the city of Rochester Hills, release all or part of said lots from all or any portion of these restrictions, or otherwise modify or amend these restrictions, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and recording the same in the office of the Register of Deeds for Oakland County. So long as the Developer, his successors or assigns, owns one or more lots in the Subdivision, the consent of the Developer shall be required.

Section 23. ENFORCEMENT: The Grantor, the Association or any individual lot-owner shall be entitled to enforce any of the provisions hereof. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Failure to enforce any of the covenants herein contained shall in no event be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto.

Section 24. EXPANSION OF SUBDIVISION: In the event that the Developer develops or subdivides adjoining lands owned by the Developer contiguous to the initial plat of 42 lots and within the area described in Exhibit "A" attached hereto and by this reference incorporated herein, such new development(s) or subdivision(s) may be subjected to these Restrictions by the recording of an Amendment hereto referencing this paragraph and describing the expansion area. The Amendment shall be executed by the Developer or his successors and shall not require a consent of any lot owner or mortgage.

Section 25. ASSIGNMENT OF GRANTOR'S RIGHTS: Grantor may assign or transfer any or all rights, privileges and duties of supervision, approval and control in connection with these restrictions which are reserved herein to the Grantor to the Association, upon the execution and recording of appropriate instruments of assignment by the Grantor, said Association shall thereupon have and exercise all rights reserved to the Grantor, and the Grantor shall be fully released and discharged from further obligations and responsibilities in connection therewith. Provided further, that the Grantor reserves the right of Architectural Control granted to him, his heirs, successors and assigns, under paragraph 17(A), (B), (C) and (D) and Section 25, until such time as construction has been completed on One Hundred (100%) percent of the lots in said Subdivision.

Section 26. So long as the Grantor, his heirs successors or assigns, retains the ownership of any lot within the Subdivision, the Grantor reserves the rights by written instrument, signed, acknowledged and recorded with Oakland County Register of Deeds, to modify, amend, restate, waive or repeal any or all of the provisions herein contained with respect to all or any particular lot within the Subdivision, subject, however to the approval of the city of Rochester Hills. Any such modification, amendment, restatement, waiver or repeal may be retroactive to the date hereof.

ARTICLE III

Severability

Section 1. The terms and conditions herein contained shall be deemed severable, and in the event that any one or more term or condition set forth in this instrument shall be deemed unenforceable, all of the remaining terms and conditions shall nevertheless remain in full force and effect.

ARTICLE IV

Dedication of Common Areas

Section 1. Grantor hereby dedicates and conveys to each Owner a right and easement of enjoyment in and to the Common Area and hereby covenants that it will convey title to the Common Area to the Association, free and clear of all encumbrances and liens, except easements of record, within ninety (90) days from the date of the recordation the subdivision plat or prior to the sale of a lot within the Subdivision, whichever occurs first. Upon such conveyance and control of the Association being turned over to the Homeowners, any and all responsibility and liability with respect to the property conveyed, including by way of illustration and not limitation, payment of taxes, assessments and maintenance, shall cease and terminate as to the Grantor and shall pass to and rest upon and be assumed by the grantee Association and its members in accordance with the membership obligations as herein set forth and in that certain Open Space Agreement between Grantor and the City of Rochester Hills dated December 15, 1988 and recorded in Liber 10883, pages 529 through 541, inclusive, Oakland County Records, the Association Bylaws and the rules and regulations provided therefore.

ARTICLE V

Property Rights

Section 1. OWNER'S EASEMENTS OF ENJOYMENT. Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lot, whether or not specifically set forth in the deed of conveyance of said lot, subject to the following provisions:

A. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situation upon the Common Area;

B. The right of the Association to suspend the voting rights and the right to use the recreational facilities by an Owner for any period during which any assessment against the Owner's lot remains unpaid; and for a period not to exceed sixty (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 a majority of the members.

No such dedication or transfer shall be effective until an instrument agreeing to such dedication or transfer having been signed by a majority of the members has been recorded with the Oakland County Register of Deeds, and provided further, that no such dedication or transfer or determination as to the conditions thereof shall be effective unless the prior consent thereto of the City of Rochester Hills by and through its City Council shall have first been obtained.

D. The Common Areas may be used for all forms of recreation, including hiking, nature study, picnicking and similar pursuits in keeping with the nature of the area, as well as for the storage of surface water. No change shall be permitted in any Common Area which would alter any storm water and surface water detention and retention and storage basins or other facilities constructed thereon if any there be without the express approval of the City of Rochester Hills. Recreational facilities, including but not limited to, bridges, bike paths, picnic shelters, grills and similar items, may be constructed in the Common Area by the Association or the Grantor. Nothing in this paragraph, however, shall be construed to create any obligation whatsoever to construct any recreational facilities by the Association or the Grantor. All members of the Association, and guests accompanying said members, shall have equal access to the Common Area and all facilities located thereon, subject to rules and regulations established by the Association, including but not limited to, the right to place limitations on the number of guests or to prohibit guests at certain prescribed times. All efforts shall be utilized by the Association and the membership to preserve and maintain all trees, shrubs and landscaping, if any, within any common areas. No Owner may remove trees and/or shrubs from the common area(s) for planting upon his property.

Section 2. DELEGATION OF USE: Any Owner may delegate in accordance with the Bylaws, his right of enjoyment in and to the Common Area and facilities to the member's family, his tenant(s), or his land contract purchasers

Vintage Estates

Proudly powered by WordPress.