

**BY-LAWS OF PROPERTY OWNERS ASSOCIATION  
OF BALMORAL ORCHARDS**

**ARTICLE I**

**SECTION 1:** The Association shall be a non-profit Michigan Corporation, the name of which shall be “Property Owners’ Association of Balmoral Orchards”

**SECTION 2:** Its principal office shall be located at Birmingham, Michigan at such post office address as the Board of Directors shall, from time to time designate.

**ARTICLE II**

**SECTION 1:** Membership in the Corporation shall be divided into two classes: (A) Active, and (B) Associate. (A) Active membership is open to all owners or land contract purchasers of residences in the area covered by Balmoral Orchards Subdivision. (B) Associate membership is open to owners or land contract purchasers of unimproved property and renters.

**SECTION 2:** Any person qualified who desires to become a member, either Active or Associate, shall execute an application stating the applicant’s name, the name of all members of his family, address, qualifications and desire to become a member and shall deliver such application together with the amount of current year’s dues to the Secretary of the Association. To be a member, such person must pay dues as follows: \$10.00 per year for each family, one-half of which shall be allocated by the Board of Directors for maintenance; provided, however, that dues for the first year of existence of said Corporation shall be \$5.00.

**SECTION 3:** The Board of Directors shall investigate the qualifications of the applicant and if the applicant qualifies for membership as herein provided, the applicant and all members of his family shall be a member of this Corporation and the Corporation Secretary shall so set forth in the books of the Corporation.

Upon direction of the Board of Directors, membership cards certifying members shall be issued to members in good standing.

**SECTION 4:** Membership shall entitle all members of the family to attend meetings; provided, however, that Associate members shall not have the right to vote or hold office, while one active membership shall entitle both husband and wife to vote and hold office, excepting members of the same family cannot both hold an office or be on the Board of Directors simultaneously.

**SECTION 5:** Membership shall be retained until the qualification for membership is lost, the membership is revoked by the Board of Directors, or the member resigns from the Association.

**ARTICLE III**

**SECTION 1:** The annual meeting of the members shall be held on the second Wednesday of April of each year at 8:00 o’clock p.m., provided that if said day is a legal holiday then the day following, which shall be for the purpose of election of officers, who will take office on the first day of May in each year. Election shall be by secret ballot.

**SECTION 2:** Special meetings of the members may be called at any time by the President or by a majority of the Directors. It shall be the duty of the President to call such meetings whenever requested in writing by twenty-five or more members of the Corporation.

**SECTION 3:** Notice of Annual and Special meetings shall be sent to all members at their addresses as shown on the records of the Corporation at least seventy-two hours preceding said meetings, and the notice of special meetings shall set forth the matters to be discussed thereat.

## ARTICLE IV

**SECTION 1:** The business of the Corporation shall be managed and controlled by a Board of six Directors, which shall consist of a President, Vice-President, Secretary and Treasurer who by virtue of their office shall be members of the Board of Directors and the retiring President and Treasurer from the prior year.

**SECTION 2:** For the first year of the Corporation, the Active members shall elect in addition to officers, two additional active members to the Board of Directors; thereafter, if a retiring President or Treasurer is re-elected to office or is elected to another office which qualifies said member to the Board of Directors, the Active member shall elect an additional Board of Directors in place of the Director who would be retiring President or Treasurer.

**SECTION 3:** The terms of Officers and Directors as herein provided shall be from May 1 of each year until the following May 1 and until their successors are elected and qualified.

**SECTION 4:** Vacancies on the Board of Directors shall be filled by the Board of Directors, and vacancies in office shall be filled by the Board of Directors except in the case of President, which shall be filled by the Vice President.

**SECTION 5:** Meetings by the Board of Directors shall be at least every other month, provided the President or any two directors can call a special meeting at any time upon seventy-two hours written notice. An annual meeting of the Directors shall be May 1 of each year.

**SECTION 6:** Business of the Directors shall be conducted by a majority vote of those present and a quorum shall be four directors.

**SECTION 7:** No officer or director shall be entitled to any compensation or reimbursement of personal expense.

## ARTICLE V

**SECTION 1:** The President shall preside at all meetings of the Corporation and of the Board of Directors. He shall appoint such committees of the Corporation as may be deemed useful.

- A. The President shall appoint a three man nominating committee each year at least two months prior to the annual meeting; said committee is to contact sufficient eligible active members so as to present a single slate of nominees for each office and directorship at the annual meeting. The Secretary shall, with the notice of the annual meeting, include the list of the nominated slate at least fifteen (15) days before the annual meeting. Additional nominations for any office may be made from the floor at the annual meeting prior to the vote.
- B. The President shall also appoint three man committees for each of the following named committees; provided, however, that one director shall serve on each of said committees:
  1. Building and Zoning Restrictions

2. Safety and Subdivision Upkeep (Maintenance of Subdivision)
  3. Social and Recreational Division
  4. Membership and Meeting Attendance
  5. Junior and Athletic Activities
- C. The committee hereby provided for shall meet from time to time, and make recommendations to the Board of Directors, as they shall deem proper.

**SECTION 2:** The Vice President shall discharge the duties of the President in the absence of the President, and shall succeed the President if the President, during his term of office, fails or is unable to act.

**SECTION 3:** The Secretary shall give notice of all meetings of the Corporation and shall keep a true and accurate record of their proceedings. He shall also maintain a complete list of all members of the Corporation with the last known addresses. He shall carry on the correspondence of the Corporation and perform such other duties as conferred upon him by the Board of Directors.

**SECTION 4:** The Treasurer shall collect and account for all moneys of the Corporation and make disposal only as authorized by the Board of Directors. All checks shall be signed by the Treasurer and the President, or in his absence or inability to act, the Vice-President. The Treasurer shall annually bill all members for yearly dues.

**SECTION 5:** The Board of Directors shall present an annual budget for the ensuing year at a Special Meeting called by the Board of Directors in the month of May in each year.

**SECTION 6:** At the expiration of the terms of the Secretary and Treasurer, they shall deliver to their successors all moneys, books, and other property belonging to the Corporation which may then be in their possession or under their control.

## ARTICLE VI

**SECTION 1:** Dues as provided in Article II hereof shall be due January First of each year; any member whose dues are more than six months in arrears shall be dropped as a member of the Corporation by the Board of Directors and he shall not be eligible for reinstatement for that year unless he shall have paid all dues owing by him.

## ARTICLE VII

**SECTION 1:** These By-Laws may be added to, amended, or repealed by members of the Corporation at any meeting provided the members of the Corporation shall have been notified of such intention at the time that the notice of the meeting shall have been given, the notice of the meeting stating the specific section sought to be added to, amended or repealed. A two-thirds vote of the active members of the Corporation present and voting shall be required for any such changes.

## BALMORAL PROPERTY OWNERS RESTRICTION AGREEMENT

The following covenants, conditions, restrictions, easements, reservations, and \_\_\_\_\_ements, are hereby imposed on all lots in both Balmoral Orchards Subdivision \_\_\_\_\_ of part of the Northeast quarter (NE ¼) of Section 30, Town 2 North, \_\_\_\_\_ge East, Bloomfield Township, Oakland County, Michigan, according to the \_\_\_\_\_ thereof as recorded in Liber 102 of plats, page 14, Oakland County Records \_\_\_\_\_ Town 2 North, Range 10 East, Bloomfield Township, Oakland County, Michigan, according to the plat thereof as recorded in Liber 105 of Plats, pages 30 and 31, \_\_\_\_\_posed on all lots in said subdivision (Balmoral Orchards which now constitutes \_\_\_\_\_Subdivision 1 and 2) and shall be binding upon the undersigned and all persons acquiring title to any of said lots through or under the undersigned \_\_\_\_\_ upon the heirs legal representatives, successors, and assigns of the undersigned and of all grantees.

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 single private family dwelling, with attached private garage for not less than two cars, except as herein otherwise provided.
2. **FRONT BUILDING LINE.** No dwelling shall be located less than 40 feet from the front lot line. On any lot having a curved front line, the dwelling shall be located not less than 40 feet from the middle point of the front lot line. No dwelling shall be located less than 30 feet from any side street line nor 16 feet from any side lot line.
3. **MINIMUM FLOOR SPACE.** No dwelling shall be placed or erected on any lot which has livable floor space of less than 1600 square feet. Dwellings of two stories or story and one-half shall have a minimum livable floor space of 800 square feet on the first floor not including porches or breezeways. Tri-level dwelling shall have a minimum livable floor space of 1450 square feet on the above grade levels. As used herein, above grade levels shall mean the levels which are at or substantially above grade level of the entrance facing the street on which dwelling house fronts. Livable floor space, as used herein, shall include actual area within the outer surfaces of the outside walls not including any garage, carport, basement, unheated porch, breezeway or entranceway.
4. **LOT SIZE.** No lot shall be reduced in size by any method whatsoever without the prior written consent of the "Developers" or their duly authorized representatives. Lots may be enlarged by consolidation with one or more adjoining lots under one ownership. In the event one or more lots are developed as a unit, all restrictions herein contained shall apply as a single lot. In any event, no dwelling shall be erected, altered, placed or permitted to remain on any site smaller than 1 lot as shown on the recorded plat.
5. **TREES AND SOIL.** No trees which exceed 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 on said lot without the prior consent of the "Developers" or their duly authorized representative.
6. **EASEMENTS.** Easements for installation and maintenance of utilities and/or storm drains are reserved in and over the rear 6 feet of each of the said lots and also in and over a strip of land 6 feet in width along all other interior lot lines. After such utilities and/or storm drains have been installed, planting, fencing or other lot line improvements shall be allowed so long as access without charge or liability for damages be granted for the maintenance of utilities and/or storm drains installed or for the installation of additional

utilities and/or storm drains. An easement is reserved over the Southerly 6 feet of lots 37, 38, 39, and 40 for construction of structures indicating the subdivision boundary, including but not limited to ornamental fences, walls, pillars and lanterns.

7. **NUISANCES.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
8. **TEMPORARY STRUCTURES.** Trailers, tents, shacks, barns or any temporary building of any design whatsoever are expressly prohibited within this subdivision and no temporary residence shall be permitted in unfinished residential buildings. 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 dwelling.
9. **SIGNS.** No signs of any kind shall be displayed to the public view on any lot except one sign of not more than 5 square feet advertising the property for sale or rent, or signs used by the 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 must be removed on the termination of their use.
10. **LIVESTOCK AND POULTRY.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.
11. **REFUSE.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waster shall not be kept except in a sanitary container, properly concealed from public view.
12. **FENCES.** No fences except as provided in paragraph 6 relative to lots 37, 38, 39, and 40 shall be erected in front of rear building line as herein established. Fences erected on rear or side lot lines shall not be more than 4 feet in height and shall not be constructed of plain boards (latticed fences, or the like, or brick or stone fences of not to exceed 3 feet, shall be permitted) but shall be of such a character as to permit a clear, unobstructed view.
13. **SWIMMING POOLS OR OTHER PERMITTED UNDERGROUND STRUCTURES** may be installed only if and when approved in writing by the Architectural Control Committee as to size, location, materials, type of construction sanitary and safety features. All outbuildings and structures must be maintained in a safe and sanitary condition.
14. **GENERAL CONDITIONS.** (A) No trailers or commercial vehicles, other than those present on business, may be parked in the subdivision. (B) No laundry shall be hung for drying in such a way as to be readily visible from the street on which lots front. (C) All homes shall be equipped with electric garbage disposal units. (D) All mail boxes shall be of uniform size, color and name design and shall be located uniformly with reference to the dwelling.
15. **OLD BUILDINGS AND MATERIALS.** No old building may be moved on to any lot or lots in this subdivision.
16. **ARCHITECTURAL CONTROL COMMITTEE.** No building, fence, wall or other structure shall be commenced, erected or maintained on any lot nor shall any addition to or change or alteration therein be made, except interior alterations, until the plans and specifications showing the nature, kind, shape, height, materials, color scheme, location on lot and approximate cost of such structure and the grading

plan on the lot, including grade elevations of building to be built upon shall have been submitted to and approved in writing by the Architectural Control Committee or its authorized agent, and a copy thereof as finally approved, lodged permanently with the committee. The committee shall have the right to refuse to approve such plans or specifications or grading plans which are not suitable or desirable in its opinion for aesthetic or other reasons. In so passing upon such plans, specifications and grading plans, it shall have the right to take into consideration suitability of the proposed building or other structure to be built on the site which it is proposed to erect the same. The harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from adjacent or neighboring property.

It is understood that the purpose of this paragraph is to cause the subdivision to develop into a beautiful, harmonious, private residential section and that the Architectural Control Committee shall not be arbitrary in its decision. If a disagreement on the points set forth in this paragraph should arise, the parties shall submit the same to arbitration by competent architects in the usual manner. The committee may, in the exercise of its discretion as indicated above, permit the erection of such appurtenances as, for example, swimming pools or green houses.

17. (A) the Architectural Control Committee is composed of the current subdivision officers, President, Vice-President, Treasurer and Secretary. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining member or members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to compensation for services performed pursuant to this covenant.

(B) The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or to disapprove within 30 days after submission to it of plans, specifications, and written request for the approval thereof signed by the owner, or in any event, if no suit to enjoin construction has been commenced prior to completion thereof, approval will not be required and the related covenants shall be deemed to have been complied with. Written approval of proposed plans and plat plans must be obtained from the Architectural Control Committee before the City is authorized to issue a building permit.

18. **ABATEMENT OF VIOLATIONS.** Violation of any condition or restriction or breach of any covenant herein contained shall give the parties hereto in addition to all other remedies, the right to enter upon the land as to which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection or other violation that may be or exist thereon contrary to the intent and provisions thereof, and the parties hereto shall not thereby become liable in any manner for trespass, abatement or removal.
19. **SALES AGENCY.** Notwithstanding anything to the contrary herein contained the parties hereto and the "Developers" may construct and maintain a sales agency office, together with a sign or signs of not more than 200 square feet of front surface, on lot or lots of their choosing in the subdivision until such time as all the lots in the subdivision have been sold by them.
20. **DURATION.** These covenants are to run with the land and shall be binding on all parties and all persons claiming them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed

by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

21. **ENFORCEMENT.** 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.
22. **ASSIGNMENT.** Any or all of the rights, powers and obligations, title, easements, and estates reserved or given to the parties in this agreement, the "Developer" or the Architectural Control Committee, may be assigned to any corporation or association composed of  $\frac{3}{4}$  or more of the owners of property in said plat, that will agree to assume said rights, powers, duties and obligations and carry out and perform the same, any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such rights and powers, and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the parties hereto, and parties hereto thereupon being released therefrom. When all of the lots in said plat have been sold by the parties hereto, upon demand by parties hereto as corporation or an association of the owners of lots in said plat shall be formed which shall assume said rights, powers, duties and obligations and carry out and perform the same, and the parties hereto thereupon shall be released. Such corporation or association when formed may, by a majority vote, combine with any other corporation or association of owners of lots in any portion of "Balmoral Orchards" subdivision and the resultant corporation or association shall have all the rights, powers, duties and obligations hereby given to the corporation or association first described in this paragraph.
23. **LANDSCAPING.** Basic landscaping, including finish grading and seeding or sodding and installation of driveways, must be completed within 6 months after date of occupancy.
24. **SEVERABILITY.** Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.