

The Connemara Hills Homeowners Association, Inc.

By-Laws

Article I: Name and Area

- A. The name of the Association is The Connemara Hills Homeowners Association, Inc., incorporated as a non-profit organization.
- B. The area of jurisdiction of this Association shall cover, and be limited to, the subdivisions of the West 5/8 of the Northwest 1/4 of Section 34, Town 1 North, Range 8 East, City of Novi, Novi Township, Oakland County, Michigan. Plats recorded as Connemara Hills in Liber 84, pages 20 and 21, and as Connemara Hills #1 in Liber 88, pages 33 and 34, of Oakland County Records.

Article II: Purposes

- A. The purpose of this Association shall be to promote the best interests of the property owners and residents within the area named, and in a broad way to foster, further, advocate and protect the best interests of the area as a residential section; to encourage all propositions that may be deemed helpful to the development of the area; to discourage and oppose all propositions that may be detrimental to the residents and property owners of the area.
- B. To procure the construction of necessary public improvements and to insure their proper maintenance within said area.
- C. To maintain high standards of community and family progress and development.
- D. To strengthen the bonds of community relationship between all property owners and residents.
- E. To preserve the best interests of property owners in the subdivision, both singly and collectively, by lending support to the enforcement and maintenance of subdivision restrictions; to offer our assistance to the Architectural Review Committee in reviewing all proposed building plans to the start of construction with a view to maintaining the subdivision restrictions governing said building, both as to conformity, and harmony with existing structures and with regulations as set forth in the restrictions.
- F. To preserve the present natural charm of wooded areas and beautiful landscapes, in keeping with ideals of modern suburban residence communities.
- G. To support Association-approved campaigns toward improved services or initiate Association-approved community drives for said services such as schools, public transportation, mail service, public utilities, etc.

- H. To be non-partisan Association. No member shall in any way commit the Association to support any candidate or political party for elective office.

Article III: Membership

- A. The membership of the Association consists of those persons whose names are duly recorded on its Roll of Membership.
- B. The membership of this Association shall be limited to homeowners of the Connemara Hills and Connemara Hills #1 Subdivisions with each household considered as one membership. The homeowner may relinquish his right to membership to the lessee where the premises are leased. Each active membership shall have two (2) votes, which represents two (2) members. Husband and spouse, or co-owners, shall be entitled to cast one (1) vote each at all meetings of members and elections. If only one (1) adult is living in a household, that person shall have the two (2) votes for that membership. No member shall be eligible to vote at any meeting of the Association unless all current year dues have been paid.
- C. Any homeowner and/or lessee may become a member of the Association by performing the following:
1. Reading the by-laws.
 2. Submitting an application accompanied by one year's dues and any special assessments, approved by the Association and collected or to be collected, for the year in which membership is applied for.
- D. The annual dues for each membership shall be \$5.00.
- E. No special assessments may be levied unless approved by 2/3 votes of the members present at any official meeting.
- F. No compensation shall be paid to any director, trustee, officer, chairman committee member, representative or member of the Association. Services by members of the Association shall be voluntary and without fee.
- G. During the month of May of each year, the Treasurer shall prepare and mail to all members whose names appear upon the Roll of Membership, an invoice specifying the dues for the ensuing year and requiring payment thereof within twenty (20) days.
- H. The Treasurer shall prepare and issue to each member of this Association a suitable membership card upon receipt of the dues and special assessments, if any, for the ensuing one year period.
- I. Members whose dues are in arrears over twenty (20) days shall not be in good standing and shall not hold any office or appointment or have a vote.

Article IV: Meetings

- A. Annual Meetings. The annual meeting of the members of the Association for the election of Officers and Directors shall be held between September 1 and September 30 of each year. The date of this meeting shall be set by the Board of Directors. At this meeting, annual reports of the retiring Officers and Directors shall be presented and such other business transacted as shall properly come before the meeting.
- B. Regular Meetings. In addition to the annual meeting, regular meetings for the transaction of business shall be held in December, March and June.
- C. Special Meetings. Special meetings of members may be called at any time by the President or by a majority of the Directors. It shall also be the duty of the President to call such meetings, whenever requested in writing to do so by 10% of the active members of the Association, upon the matter or matters to be considered at the meeting.
- D. Place, Date and Time of meetings. All meetings of the members shall be held at a place, date and time designated by the President or the Directors.
- E. Notices. A notice of every meeting of the membership, stating the time, place and object thereof, shall be given by serving personally or by mailing, postpaid, at least ten (10) days before such meeting, a copy of such notice addressed to each member at his post office address. This requirement may be waived if, in the opinion of the Board of Directors, a meeting must be called in fewer than ten (10) days. In any such instance, the Board must be certain that all members receive at least twenty-four (24) hours prior notice by telephone, telegraph, couriers, or other means.
- F. Quorum. All members having been duly informed in accordance with the foregoing Section, any number of members present at a regularly called meeting and having at that time the power to vote upon the matter or matters to be considered shall constitute a quorum for the transaction of the business. Matters voted upon shall be confined to the agenda set forth in the notice of meeting except that if 2/3 of the membership is present, any new business, except as herein-after restricted, may be transacted. A majority of the votes cast shall be controlling.
- G. The Board of Directors shall meet within two weeks prior to the annual and regular meetings of the membership, and at such other times and places as the President or the Board itself may deem advisable.

Article V: Officers and Directors

- A. Officers. The Officers of this Association shall consist of a President, a Vice President, a Secretary and a Treasurer.

- B. **Directors.** The Directors of this Association shall consist of the Officers named above and three (3) additional members elected by the Association.
- C. **Election.** The Officers and Directors shall be elected from the active members at the annual meeting and shall hold their respective offices for the term of approximately one year following their election and until their successors are elected unless previously removed by action of the Association.
- D. **Nominating Committee.** (1) Not later than July 30 of each year the President shall appoint a Nominating Committee consisting of three members in good standing, whose duty it shall be to select nominees for the office of Vice-President, Secretary, Treasurer, and three (3) Directors, and to report its recommendations which shall be delivered to the members at least ten (10) days prior to the annual meeting. (2) It shall be the duty of the Nominating Committee whenever possible to select not less than two nominees for each office to be filled and it shall be a qualification of such nominees that those selected have indicated to the Nominating Committee a willingness to serve in said office, if subsequently elected. (3) Additional nominations for the offices to be filled may be made from the floor by any member at the annual meeting provided the member nominated is present and is willing to serve, or is absent and has previously indicated willingness to serve.
- E. **Ballot.** (1) Election of Officers and Directors shall be by secret ballot. Candidates receiving the greatest number of votes cast for the respective offices shall be declared elected. Votes for any persons not nominated for the office under consideration shall be void. (2) It shall be the duty of the President to see that proper polling procedures and ballots are provided to assure the taking of a secret ballot: that the Secretary is present with the Roll of Membership and only qualified members are permitted to vote; that a sufficient number of tellers are appointed to insure an honest, impartial and prompt tabulation of votes and report of election during the course of the annual meeting. (3) **Absentee Ballot.** In the event a member, otherwise qualified to vote, is unable to appear in person at the polling place during the hours designated for the voting, he shall not thereby be deprived of his right to vote but may obtain an absentee ballot from the Secretary in advance of the election. (4) **Tie Vote.** In the event of a tie vote for any office, either nominee for the office may request a recount of the votes cast. Should the recount disclose a tie vote or should no recount be requested, a selection to fill the office shall immediately be made by drawing if only two candidates were under consideration for the office. If more than two candidates were under consideration for the office, if more than two candidates received votes in the balloting, a re-vote shall be held with the two persons who tied for the most votes in the first balloting being the only persons considered on the second ballot. If a tie vote again exists, a selection to fill the office shall immediately be made by drawing.

Article VI: Duties and Powers of Officers and Directors

- A. No Officer or Director shall commit the Association to any course of action except as provided in these by-laws.
- B. President. The President shall preside at all meetings of the Association and of the Board of Directors. He shall appoint all standing and special committees and shall be ex-officio member of such committees with approval of the Board of Directors. He shall call meetings of the Board of Directors at such times as he may deem advisable and shall call special meetings of the Board at the request of any two members of the Board. It is his duty to carry out the will of the Board and of the Association at their respective meetings and, in general, to conduct the affairs of the Association in a manner consistent with the authority and responsibility pertaining to his office.
- C. Vice President. The Vice President, in the absence of the President, shall discharge the duties of the President, and shall perform such other duties as may be assigned to him by the President. The Vice President shall succeed as President in the year following his term of office as vice President.
- D. Secretary. The Secretary shall make and keep accurate records of actions taken at all meetings of members and Directors, shall give a written report of the same at the next meeting, shall give a copy of all minutes and notices to the Treasurer, shall give notices of elections and appointments to the general membership, shall maintain a Book of Policies and the Roll of Membership, shall handle the correspondence of the Association and shall issue the notices of meetings. In the absence of the Secretary at any meeting, a Secretary Pro Tem shall be appointed by the presiding officer.
- E. Treasurer. The Treasurer shall collect all dues and other receipts of the Association. He shall have custody of the funds of the Association, which shall be banked within the State of Michigan and only in a bank approved by the Board of Directors, and shall account for all receipts and disbursements. He shall maintain complete records for proper durations of time. Expenditures shall be made solely for expenses of the Association and its purposes as outlined in Article II. All disbursement requests are to be processed by the Treasurer before submission to the Board of Directors for approval. Those single expenditures in excess of \$50.00 and under \$100.00 must have majority approval of the Board of Directors only. Those single expenditures of \$100.00 or more must be approved by a majority vote of the membership present at the meeting at which the expenditure is proposed. All checks paying out Association funds shall be signed by the Treasurer and the President or the Vice President. At the close of each fiscal year, the Treasurer then going out of office shall submit a signed annual financial report covering the fiscal year then ending which shall be audited as directed by the Board of Directors. In addition, the Treasurer will

submit quarterly financial reports at each regular meeting of the Association. He shall also prepare and file all returns and reports required by any government agency.

- F. Directors. It shall be the duty of the Board of Directors to care for the property and interests of the Association and to determine policies for the conduct of its affairs, consistent with such specific instructions as the Board may receive and expend funds to promote the welfare of the Association and to employ all such means, not in conflict with these By-Laws, or with the laws of the State, as it may deem proper and expedient to secure the objects for which the Association is organized.
- G. Quorum. Five (5) Directors present in person at a meeting of the Board of Directors shall constitute a quorum for the transaction of business.
- H. Recall. The Association may remove from office any Officer or Director whenever, in its judgement, the welfare of the Association requires such removal. A petition for removal bearing signatures of at least 25% of the members of the Association must be presented to any member of the Board of Directors at any regular or special meeting. A vote of at least 2/3 of the members present at a subsequent meeting, not to be held within fewer than ten days of the meeting at which the petition was presented, is required to remove an Officer or Director.
- I. Vacancy. In case a vacancy shall occur among the Officers or the Board of Directors, said vacancy shall be filled within thirty (30) days by vote of the Board of Directors for the balance of the unexpired term.

Article VII: Committees

- A. The President, with the approval of the Board of Directors after each annual election, shall appoint the chairmen of all committees from the active membership. The chairmen of the committees shall appoint the committee members from the active membership.
- B. The following shall be standing committees:
 - 1. Membership Committee -- This Committee is organized to promote interest in the Association among the residents and to obtain new members for the Association. The Committee shall be sufficiently informed about the operation of the Association to answer questions posed by members and prospective members. All membership dues collected by the Membership Committee shall be forwarded to the Treasurer. The Committee shall make up the roster. Membership card shall constitute a receipt. The Chairman shall submit the names and addresses of all new members to the Secretary for recording on the Roll of Membership. It shall be the duty of this Committee to assist the

Association in the distribution of newsletters, sale of tickets for social events, polling the membership on vital issues and any other such activities approved by the Board of Directors.

2. Architectural Review Committee -- This Committee is organized to assure the Association that the best interests of the community will be served with regard to construction in the area of jurisdiction. The Committee will study all restrictions of this subdivision and will inform the Association when the restrictions pertaining to construction are not being enforced. The Committee will work with and advise the Architectural Control Committee, outlined in Sections 16 and 17 of the subdivision restrictions. The Architectural Control Committee will approve or disapprove the actions of the Architectural Control Committee. The Architectural Review Committee shall assume the functions of the referenced Architectural Control Committee when assigned per the provisions in the subdivision restrictions. This committee shall consist of five (5) members. A majority of the committee shall approve all proposed construction.
3. Civic Affairs Committee -- This Committee is organized to follow closely and recommend Association action when required on all civic matters affecting the Association. This would include reviewing action proposed or taken by any Governmental Unit or Agency involving any land, structure or business establishment in the immediate vicinity of the subdivision as well as lending support to other subdivisions whose property is being jeopardized by civic action. Any public action proposed by the Committee must be outlined in writing for prior approval by the Board of Directors and by a majority vote of the membership of this Association present at a regular or special meeting. The Committee may expand its operation to include programs for the attendance of the general membership with the invitation of guest speakers, etc., to discuss specific topics of a civic nature.
4. Social Committee -- This Committee is organized to promote, organize and hold social functions for the benefit of the Association members and their families. The Committee will handle all details and arrangements required, including the obtaining of building facilities and notification of the individual members. The Chairman is required to submit his plans and estimated budget for any social function in writing to the Board of Directors for approval.

C. Special Committees, Special Committees will be established by the President when required.

Article VIII: Amendments

These By-Laws may be amended by a 2/3 vote of the members of the

Association present. Voting on any Amendments must be taken at a meeting held subsequently to the meeting at which they were introduced as new business. The voting shall not be held within fewer than ten (10) days of the meeting at which such Amendments were introduced.

Article IX: Rules of Order

Robert's Rules of Order Revised shall be the parliamentary authority governing matters of procedure.

October 1982

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Victor L. Miller and Nina R., his wife,
Arthur H. Miller and Florence H., his wife,
Margaret B. Keating, and Connemara Land
Company, a Michigan Corporation

To

The Owners of Lots hereinafter
described of "Connemara Hills"

Whereas Victor L. Miller and Nina R., his wife, Arthur H. Miller and
Florence H., his wife, as proprietors, Margaret H. Keating, as vendee,
and Connemara Land Company, a Michigan corporation, as vendee,
executed a plat known and described as "Connemara Hills", the W. 5/8
of the NW 1/4 of Section 34, T 1 N, R 8 E, Novi Township, Oakland
County, Michigan, on March 12, 1956, which plat was recorded April 5,
1956, in Liber _____ on Pages 20 and 21 of Plats, Oakland County
Records, and which plat embraces land described as follows:

Beginning at NW corner, Sec. 34 thence along
section line S 89°44'00" E 1701.14 ft., thence S 0°06'35"
W 730.36 ft., thence N 77°35'58" W 245.04 ft., thence
S 70°59'36" W 71.94 ft., thence S 65°17'02" W 310.75 ft.,
th West 603.90 ft., th S 80°42'44" W 299.02 ft., th South
200.00 ft., th S 19°31'45" E 179.52 ft., th S 45°29'04"
W 100.99 ft., th South 145.00 ft., th S. 24°13'40" E 65.80
ft., th South 620.00 ft., th S. 7°45'25" W 151.32 ft., th
S 12°46'10" E 92.38ft., th South 246.90 ft., th N 89°34'30"
W 227.01 ft., to W. corner Sec. 34, th along section line North
2637.54 ft. to point of beginning, containing 58 lots and 2
outlots.

and,

Whereas Victor L. Miller and Nina R., his wife, Arthur H. Miller
and Florence H., his wife, having acquired full title to the said
property above described, are the owners in fee of all of the lots
of "Connemara Hills", and Margaret H. Keating and Connemara Land
Company, a Michigan corporation, are the vendees in certain land
contracts covering the premises hereinabove described, and

Whereas, it is the intent and purpose of the parties hereinabove
described to subject the premises above described to certain
building and use restrictions, covenants, conditions, obligations,
reservations, rights, powers and charges, as hereinafter set forth, and

Whereas, it is the intent and purpose of the Vendees hereinabove
described to subordinate their Vendee's interest to the premises here-
inabove described to certain building and use restrictions, covenants,
conditions, obligations, reservations, rights, powers and charges, as
hereinafter set forth.

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NOW THEREAFORE, for a valuable consideration ^{in consideration} of the agreements of the others and of the plan and purpose of said Sub-division and to the end that it may be restricted in their use so that they will develop into a residential community of the highest type, and in order to make said building and use restrictions, covenants, conditions, obligations, reservations, rights, powers and charges, binding and of full force and effect on all of the above described premises, and upon the present and future owners and occupants of the same, Victor L. Miller and Nina, his wife, Arthur H. Miller and Florence H., his wife, hereby certify and declare that all of the above described premises are, and that each of the lots in said subdivision, if and when conveyed shall be conveyed subject to and charged with all of the building and use restrictions, covenants, conditions, obligations, reservations, rights, powers and charges hereinafter set forth in this instrument and the recording of this instrument in the office of the Register of Deeds for Oakland County, Michigan, shall be notice to all purchasers of said premises, and Margaret H. Keating and Connemara Land Company, a Michigan corporation, also certify and declare that their Vendee's interests in the premises hereinabove described shall be subject and subordinate to the building and use restrictions, covenants, conditions, obligations, reservations, rights, powers, and charges hereinafter set forth in this instrument.

RESTRICTIONS:

1. DEVELOPERS. For the purposes of this Agreement, Novi Development Co., a Michigan corporation, whose principal place of business is located at 22060 Thirteen Mile Road, Birmingham, Michigan, or its successors and assigns, is hereby appointed, designated and hereinafter referred to as the "Developers".
2. 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 (2) cars, except as herein otherwise provided. All attached garages shall be designed and constructed so that the garage doors do not face the street on which the lot fronts or abuts. No dwelling shall exceed one and one-half (1½) stories in height except that a tri-level or two (2) story may be allowed in the discretion of the Architectural Control Committee.
3. FRONT BUILDING LINE. No dwelling shall be located less than forty (40) feet from the front lot line. On any lot having a curved front lot line, the dwelling shall be located not less than forty (40) feet from the middle point of the front lot line. No dwelling shall be located less than thirty-five (35) feet from any side street line, nor twenty (20) feet from any side lot line. All projections shall be construed as part of the dwelling and must be constructed within the building lines.
4. MINIMUM FLOOR SPACE. No dwelling shall be placed or erected on any lot which has a livable floor space of less than twelve hundred (1200) square feet.

5. 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 to a single lot. In any event, no dwelling shall be erected, altered, placed or permitted to remain on any site smaller than one(1) lot as shown on the recorded plat.
6. TREES AND SOIL. No trees which exceed 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 on said lot without the prior consent of the "Developers" or their duly authorized representatives.
7. EASEMENTS. Easements for installation and maintenance of utilities are reserved in and over certain portions of each of the said lots as set forth in the aforesaid plat. After such utilities have been installed, planting, fencing or other lot line improvements shall be allowed so long as access without charges or liability for damages be granted for the maintenance of utilities so installed or for the installation of additional utilities.
8. 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.
9. 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 building.
10. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. Such signs as are allowed must be maintained in good condition at all times and must be removed on the termination of their use.
11. 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.
12. REFUSE. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers properly concealed from public view.
13. 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 dwellings.

14. RAPID COMPLETION. The erection of any new building or repair of any building damaged by fire or otherwise shall be completed as rapidly as possible and should the owner leave such building in an incomplete condition for a period of more than six (6) months, then "Developers" or their authorized representative are authorized and empowered either to tear down and clear from the premises the uncompleted portion of such structure, or to complete the same at their discretion, and in either event, the expense incurred shall be charged against the owners interest therein and shall be a lien upon said lands and premises.
15. OLD BUILDINGS AND MATERIALS. No old buildings may be moved on to any lot or lots in this subdivision.
16. ARCHITECTURAL CONTROL COMMITTEE. The "Developers" heretofore designated, their successors and assigns, shall constitute the Architectural Control Committee. The Architectural Control Committee shall have authority to pass on plans and specifications and otherwise guide the development of the Subdivision as planned and restricted herein. The Architectural Control Committee shall prepare rules and regulations for the conduct of its duties and shall provide for removal, replacement and resignation of its members.
17. COMMITTEE APPROVAL. 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 buildings 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 any 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 buildings or other structure to be built on the site upon 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 residence section and that the Architectural Control Committee shall not be arbitrary in its decisions. 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.
18. ABATEMENT OF VIOLATIONS. Violation of any condition of 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 provision hereof, 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 two hundred (200) 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.

20. DURATION. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (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 proceedings 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 "Developers" or the Architectural Control Committee, may be assigned to any corporation or association, composed of one-half ($\frac{1}{2}$) or more of the owners or 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, a corporation or 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 "Connemara Hills" and the resultant corporation or association shall have all of the rights, powers, duties and obligations hereby given to the corporation or association first described in this paragraph.

23. 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.

IN WITNESS WHEREOF, Victor L. Miller and Mina R. Miller, his wife, Arthur H. Miller and Florence H. Miller, his wife, Margaret H.

Keating and Connemara Land Company, a Michigan corporation, have on this ___ day of _____, A.D., 1956, hereunto set their hands and seals.

Signed, sealed and delivered in presence of:

Philip J. McElroy
Philip J. McElroy
John H. Brennan
John H. Brennan

Victor L. Miller
Victor L. Miller
Nina R. Miller
Nina R. Miller
Arthur H. Miller
Arthur H. Miller
Florence H. Miller
Florence H. Miller

THE AMERICAN LUTHERAN CHURCH

By E. H. Schalkhauser
E. H. Schalkhauser

Margaret H. Keating
Margaret H. Keating

CONNEMARA LAND COMPANY

By James J. Byrns
James J. Byrns - Pres.
By Fred A. Eby
Fred A. Eby - Secy.

State of Michigan
County of Oakland ss:

On this 17 day of December in the year one thousand nine hundred fifty-six, before me, the subscriber, a Notary Public in and for said County, personally appeared Victor L. Miller, and Nina R. Miller, his wife, Arthur H. Miller and Florence H. Miller, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

My Commission Expires: September 19, 1958
Philip J. McElroy
Notary Public, Oakland County, Mich.

State of Michigan
County of Oakland ss:

On this 16 day of December in the year one thousand nine hundred fifty-six, before me, the subscriber, a Notary Public in and for said County, personally appeared E. H. Schalkhauser, to me personally known, who being by me duly sworn, did say that he is the _____ of The American Lutheran Church, an Illinois non-profit corporation, created and existing under the laws of the State of Illinois, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and the said E. H. Schalkhauser acknowledged the said instrument to be the free act and deed of the said The American Lutheran Church.

John H. Brennan
Notary Public, Wayne County,
John H. Brennan 2-22-57

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State of Michigan
County of Oakland as:

On this 15th day of November, in the year one thousand nine hundred fifty-six, before me, the subscriber, a Notary Public in and for said County, personally appeared Margaret H. Keating, to be known to be the person who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

My Commission Expires:

9-29-59

John H. Brennan
Notary Public, Wayne County,
Mich.

State of Michigan
County of Oakland as:

On this 17 day of November, in the year one thousand nine hundred fifty-six, before me, the subscriber, a Notary Public in and for said County, appeared James J. Byrne and Fred A. Erb, to me personally known, who being by me duly sworn, did say that they are respectively President and Secretary of Connemara Land Company, a Michigan corporation, created and existing under the laws of the State of Michigan, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and the said James J. Byrne and Fred A. Erb acknowledged the said instrument to be the free act and deed of the said Connemara Land Company.

My Commission Expires:

9-29-59

John H. Brennan
Notary Public, Wayne County,
Mich.

John H. Brennan
Notary Public

1954 DEC

11 17 55

RECORDED
MICHIGAN
REGISTER OF DEEDS

RESTRICTION AGREEMENT

15/3/56

THIS AGREEMENT made this 15th day of July, 1956.

WITNESSETH:

WHEREAS the undersigned are the owners of all of the lots situated in "Gonnemara Hills", a subdivision of the West 5/8 of the northwest 1/4 of Section 34, T.1 N., R. 3 E., Novi Township, Oakland County, Michigan, according to plat recorded in Liber 20621, Oakland County Records, the lot or lots owned by each of the undersigned being set forth opposite his or its name, and

WHEREAS the said lots are subject to a certain Building and Use Restriction Agreement recorded in Liber 3511, page 288, Oakland County Records, and

WHEREAS paragraph 2 of the said Restriction Agreement provides as follows:

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 residential dwelling with attached private garage for not less than two (2) cars, except as herein otherwise provided. All attached garages shall be designed and constructed so that the garage doors do not face the street on which the lot fronts or abuts. No dwelling shall exceed one and one-half (1½) stories in height except that a tri-level or two (2) story may be allowed in the discretion of the Architectural Control Committee, and,

WHEREAS it is the intent and purpose of the undersigned to amend the said paragraph 2 so as to permit the additional use of lots 1 and 2 of said subdivision for church and allied religious purposes, but in all other ways to ratify and affirm the said Restriction Agreement.

NOW, THEREFORE, for a valuable consideration and in consideration of the mutual agreements of the parties HERETO, the undersigned hereby agree as follows:

RECORDED
MICHIGAN
RECORDS

1956 JUL 12 PM 3 12

David J. ...

7/15/56

1. Paragraph 2 of the aforesaid Building and Use Restriction Agreement is hereby amended to read as follows:

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 (2) cars, except as herein otherwise provided. All attached garages shall be designed and constructed so that the garage doors do not face the street on which the lot fronts or abuts. No dwelling shall exceed one and one-half (1½) stories in height except that a tri-level or two (2) story may be allowed in the discretion of the Architectural Control Committee. Lots 1 and 2 in said subdivision may also be used for church and allied religious purposes and appropriate structures in accordance therewith may be erected thereon, subject, however, to the other provisions of the said Restriction Agreement.

2. The aforesaid Building and Use Restriction Agreement, as amended by this Agreement, is hereby ratified and affirmed.

IN WITNESS WHEREOF, the undersigned have executed this agreement the day and date first above written.

Signed, sealed and delivered in presence of

John A. Brennan
John A. Brennan
Anthony F. Skover
Anthony F. Skover

GONNEMARA LAND COMPANY
A Michigan Corporation

BY: James A. Byrne
James A. Byrne, President

BY: Victor L. Miller
Victor L. Miller, Secretary

Nina R. Miller
Nina R. Miller

Arthur H. Miller
Arthur H. Miller

Florence H. Miller
Florence H. Miller

Margaret H. Keating
Margaret H. Keating

Blake T. Couse
Blake T. Couse

Carol J. Couse
Carol J. Couse

Fortier & Son - Gen'l Contractor
Rene Fortier

3554 PAGE 399

State of Michigan
County of Oakland ss:

On this 2nd day of ~~June~~^{July}, 1956, before me, a Notary Public in and
for the County, personally appeared James J. Byrne, Fred A. Erb,
Victor L. Miller, Nina R. Miller, Arthur H. Miller, Florence E. Miller
Margaret H. Keating, Blake T. Conse, Carol J. Conse, and Rene Fortier

to me known to be the persons who executed the foregoing instrument,
acknowledged that they executed the same as their free act and
deed.

My Commission Expires:
Sept. 29, 1959

John K. Brennan
~~Notary Public, Michigan, County of Oakland~~
John K. Brennan, Wayne, acting
in Oakland

37614

SHEET NO. 1

"CONNEMARA HILLS"
 THE W 3/4 OF THE N 1/4 OF SECTION 34, T. 1 N., R. 2 E.,
 NOV. TWP., OAKLAND CO., MICH.

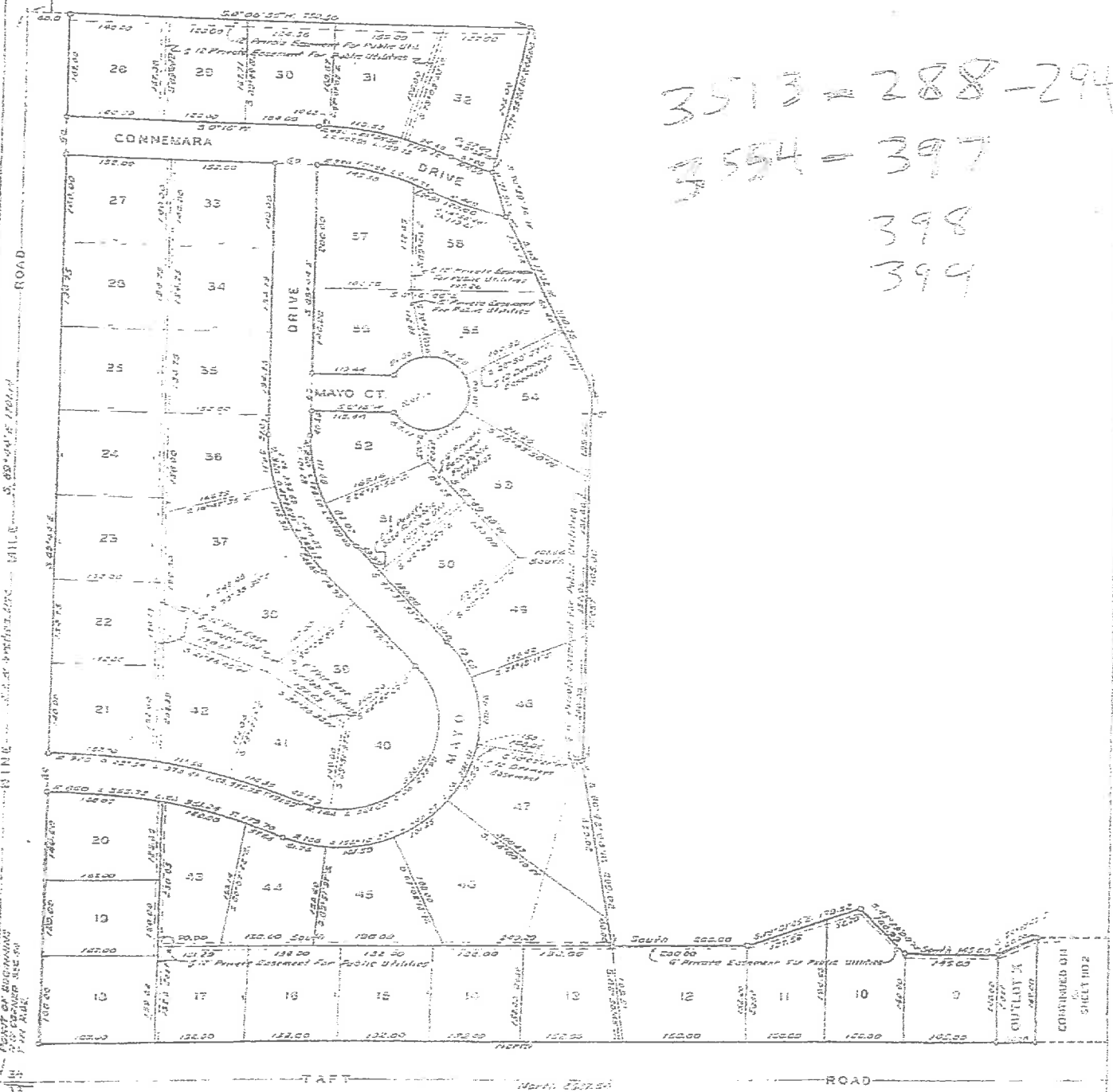
ALL DIMENSIONS ARE IN FEET & DECIMAL FRAC.
 ALL DIMENSIONS ON CURVES ARE MEASURED ALONG ARC

SAUNDERS & WALKER, INC.
 REGISTERED PROFESSIONAL
 SURVEYORS

SCALE 1"=100'
 0 50 100



3513 = 288-294
 3554 = 397
 398
 399



133
133
RESTRICTION AGREEMENT

Victor L. Miller and Nina R., his wife,
Arthur H. Miller and Florence H., his wife,
The American Lutheran Church, an Illinois
non-profit corporation, Margaret H. Keating
and Connemara Land Company, a Michigan
corporation

To

The owners of Lots hereinafter
described of "Connemara Hills No. 1"

56
77416

Whereas Victor L. Miller and Nina R., his wife, Arthur H. Miller
and Florence H., his wife, and The American Lutheran Church, an
Illinois non-profit corporation, as proprietors, Margaret H.
Keating and Connemara Land Company, a Michigan corporation, as
vendees, executed a plat known and described as "Connemara Hills
No. 1", part of the W 5/8 of the NW 1/4 of Section 34, T1N, R8E, and
a replat of Outlets A and B of "Connemara Hills" part of the W 5/8
of the NW 1/4 of Section 34, T1N, R8E, Novi Township, Oakland County,
Michigan, on November 26, 1956, which plat was recorded Register
20, 1956, in Liberty 14 on Pages 27+28 of Plats, Oakland
County Records, and which plat embraces land described as follows:

Commencing at the W 1/2 corner Section 34, T1N, R8E; th along 1/2
line S 89°34'30" E. 227.01 ft., to point of beginning; th along
1/2 line S 89°34'30" E 1469.10 ft; th N 0°06'35" E. 1911.84 ft;
th N 77°35'58" W. 245.04 ft; th E 70°59'36" W. 71.94 ft; th S
65°17'02" W. 310.75 ft; th West 603.00 ft; th S 80°42'44" W.
299.02 ft; th South 200.00 ft., th S 19°31'45" E. 179.52 ft; th
S 45°29'04" W. 100.99 ft; th South 145.00 ft; th West 140.00 ft;
th South 60.00 ft; th East 167.00 ft; th South 620.00 ft; th S
7°45'25" W. 151.32 ft; th 147.03 ft., along a curve to the left,
radius 1086.00 ft., chord bearing N 86°07'15" W. 146.91 ft; th
South 86.00 ft; th 167.75 ft., along a curve to the right, radius
1000.00 ft., chord S 85°11'36" E. 167.59 ft; th South 246.90 ft.,
to the point of beginning, containing 97 lots and no outlets,
and

Whereas Victor L. Miller and Nina R., his wife, Arthur H. Miller
and Florence H., his wife, and The American Lutheran Church, an
Illinois non-profit corporation, having acquired full title to the
said property above described, are the owners in fee of all of
the lots in "Connemara Hills No. 1", and Margaret H. Keating and
Connemara Land Company, a Michigan corporation, are the vendees
in certain land contracts covering the premises hereinabove
described, and

Whereas, it is the intent and purpose of the parties hereinabove
described to subject the premises above described to certain
building and use restrictions, covenants, conditions, obligations,
reservations, rights, powers and charges, as hereinafter set
forth, and

Whereas, it is the intent and purpose of the Vendees hereinabove
described to subordinate their Vendee's interests in the premises
hereinabove described to certain building and use restrictions,
covenants, conditions, obligations, reservations, rights, powers
and charges, as hereinafter set forth.

2715

2631 134

NOW THEREFORE, for a valuable consideration and in consideration of the agreements of the others and of the plan and purpose of said Subdivision and to the end that it may be restricted in their use so that they will develop into a residential community of the highest type, and in order to make said building and use restrictions, covenants, conditions, obligations, reservations, rights, powers and charges, binding and of full force and effect on all of the above described premises, and upon the present and future owners and occupants of the same, Victor L. Miller and Nina R., his wife, Arthur H. Miller and Florence H., his wife, and The American Lutheran Church, an Illinois non-profit corporation, hereby certify and declare that all of the above described premises are, and that each of the lots in said subdivision, if and when conveyed, shall be conveyed subject to and charged with all of the building and use restrictions, covenants, conditions, obligations, reservations, rights, powers and charges hereinafter set forth in this instrument and the recording of this instrument in the office of the Register of Deeds for Oakland County, Michigan, shall be notice to all purchasers of said premises, and Margaret H. Keating and Connemara Land Company, a Michigan corporation, also certify and declare that their Vendee's interests in the premises hereinabove described shall be subject and subordinate to the building and use restrictions, covenants, conditions, obligations, reservations, rights, powers, and charges hereinafter set forth in this instrument.

RESTRICTIONS:

1. DEVELOPERS. For the purposes of this Agreement, Novi Development Co., a Michigan corporation, whose principal place of business is located at 22060 Thirteen Mile Road, Birmingham, Michigan, or its successors and assigns, is hereby appointed, designated and hereinafter referred to as the "Developers".
2. 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 (2) cars, except as herein otherwise provided. All attached garages shall be designed and constructed so that the garage doors do not face the street on which the lot fronts or abuts. No dwelling shall exceed one and one-half (1½) stories in height except that a tri-level or two (2) story may be allowed in the discretion of the Architectural Control Committee. Lots 144 and 145 in said subdivision may also be used for church and allied religious purposes and appropriate structures in accordance therewith may be erected thereon, subject, however, to the other provisions of this instrument.
3. FRONT BUILDING LINE. No dwelling shall be located less than forty (40) feet from the front lot line. On any lot having a curved front lot line, the dwelling shall be located not less than forty (40) feet from the middle point of the front lot line. No dwelling shall be located less than thirty-five (35) feet from any side street line, nor twenty (20) feet from any side lot line. All projections shall be construed as part of the dwelling and must be constructed within the building lines.
4. MINIMUM FLOOR SPACE. No dwelling shall be placed or erected on any lot which has a livable floor space of less than twelve hundred (1200) square feet.
5. 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 to a single lot. In any event, no dwelling shall be erected, altered, placed or permitted to remain on any site smaller than one (1) lot as shown on the recorded plat.

6. TREES AND SOIL. No trees which exceed 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 on said lot without the prior consent of the "Developers" or their duly authorized representatives.

7. EASEMENTS. Easements for installation and maintenance of utilities are reserved in and over certain portions of each of the said lots as set forth in the aforesaid plat. After such utilities have been installed, planting, fencing or other lot line improvements shall be allowed so long as access without charges or liability for damages be granted for the maintenance of utilities so installed or for the installation of additional utilities.

8. 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.

9. 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 building.

10. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. Such signs as are allowed must be maintained in good condition at all times and must be removed on the termination of their use.

11. 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.

12. REFUSE. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers properly concealed from public view.

13. 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 or approved type incinerator. (d) All mail boxes shall be of uniform size, color and name design and shall be located uniformly with reference to the dwellings.

14. RAPID COMPLETION. The erection of any new building or repair of any building damaged by fire or otherwise shall be completed as rapidly as possible and should the owner leave such building in an incomplete condition for a period of more than six (6) months, then "Developers" or their authorized representative are authorized and empowered either to tear down and clear from the premises the uncompleted portion of such structure, or to complete the same at their discretion, and in either event, the expense incurred shall be charged against the owners interest therein and shall be a lien upon said lands and premises.

15. OLD BUILDINGS AND MATERIALS. No old buildings may be moved on to any lot or lots in this Subdivision.

16. ARCHITECTURAL CONTROL COMMITTEE. The "Developers" heretofore designated, their successors and assigns, shall constitute the Architectural Control Committee. The Architectural Control Committee shall have authority to pass on plans and specifications and otherwise guide the development of the Subdivision as planned and restricted herein. The Architectural Control Committee shall prepare rules and regulations for the conduct of its duties and shall provide for removal, replacement and resignation of its members.

17. COMMITTEE APPROVAL. 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 buildings 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 any 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 buildings or other structure to be built on the site upon 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 residence section and that the Architectural Control Committee shall not be arbitrary in its decisions. 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.

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 provision hereof, 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 two hundred (200) 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.

20. DURATION. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (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 proceedings 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 "Developers" or the Architectural Control Committee, may be assigned to any corporation or association, composed of one-half (1/2) 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, a corporation or 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 "Connemara Hills No. 1" and the resultant corporation or association shall have all of the rights, powers, duties and obligations hereby given to the corporation or association first described in this paragraph.

23. 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.

IN WITNESS WHEREOF, Victor L. Miller and Nina R. Miller, his wife, Arthur E. Miller and Florence H. Miller, his wife, The American Lutheran Church, an Illinois non-profit corporation, Margaret E.

Keating and Connemara Land Company, a Michigan corporation, have on this _____ day of _____, A.D., 1956, hereunto set their hands and seals.

Signed, sealed and delivered in presence of:

Philip J. McElroy
Philip J. McElroy
John H. Brennan
John H. Brennan

Victor L. Miller
Victor L. Miller

Nina R. Miller
Nina R. Miller

Arthur H. Miller
Arthur H. Miller

Florence E. Miller
Florence E. Miller

THE AMERICAN LUTHERAN CHURCH
By E. H. Schaikhauser
E. H. Schaikhauser

Margaret A. Keating
Margaret A. Keating

CONNEMARA LAND COMPANY
By James J. Byrne - Pres.
James J. Byrne - Pres.

By Fred A. Erb - Secy.
Fred A. Erb - Secy.

State of Michigan
County of Oakland ss:

On this 15th day of October in the year one thousand nine hundred fifty-six, before me, the subscriber, a Notary Public in and for said County, personally appeared Victor L. Miller, and Nina R. Miller, his wife, Arthur H. Miller and Florence H. Miller, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

My Commission Expires: September 1, 1958
Philip J. McElroy
Notary Public, Oakland County, Mich.

State of Michigan
County of Oakland ss:

On this 14th day of September in the year one thousand nine hundred fifty-six, before me, the subscriber, a Notary Public in and for said County, personally appeared E. H. Schaikhauser, to me personally known, who being by me duly sworn, did say that he is the _____ of The American Lutheran Church, an Illinois non-profit corporation, created and existing under the laws of the State of Illinois, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its board of Directors; and the said E. H. Schaikhauser acknowledged the said instrument to be the free act and deed of the said The American Lutheran Church.

John H. Brennan
Notary Public, Wayne County,
John H. Brennan 2-22-57

State of Michigan
County of Oakland ss:

On this 17 day of November, in the year one thousand nine hundred
fifty-six, before me, the subscriber, a Notary Public in and for
said County, personally appeared Margaret H. Keating, to me known
to be the person who executed the foregoing instrument and acknow-
ledged that she executed the same as her free act and deed.

My Commission Expires:

9-29-59

John H. Brennan
Notary Public, Oakland County,
Mich.

State of Michigan
County of Oakland ss:

On this 17 day of November, in the year one thousand nine
hundred fifty-six, before me, the subscriber, a Notary Public in
and for said County, appeared James J. Byrne and Fred A. Erb, to
me personally known, who being by me duly sworn, did say that they
are respectively President and Secretary of Connemara Land Company,
a Michigan corporation, created and existing under the laws of the
State of Michigan, and that the seal affixed to the foregoing
instrument is the corporate seal of the said corporation, and
that the said instrument was signed and sealed in behalf of said
corporation by authority of its Board of Directors; and the said
James J. Byrne and Fred A. Erb acknowledged the said instrument
to be the free act and deed of the said Connemara Land Company.

My Commission Expires:

9-29-59

John H. Brennan
Notary Public, Oakland County,
Mich.

RECORDED
OAKLAND COUNTY, MICHIGAN
REGISTER OF DEEDS
1956 DEC 10 5
John H. Brennan

CONNEMARA HILLS NO. 1

PART OF THE W¹/₂ OF THE NW¹/₄ OF SECTION 34, T14N, R36E, AND A REPLAT OF OUTLOTS
A 1 & 3 OF CONNEMARA HILLS PART OF THE W¹/₂ OF THE NW¹/₄ OF SECTION 34, T14N, R36E
NOVI TWP
OAKLAND CO., MICH.

ALL DIMENSIONS ARE IN FEET & DECIMALS THEREOF
DIMENSIONS ON CURVES ARE MEASURED ALONG ARC

SCALE 1" = 40'



OAKLAND COUNTY TREASURER'S COMMENTS



POINT OF BEGINNING

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2010 JAN -8 AM 11:25

3834
LIBER 41752 PAGE 83
\$52.00 MISC RECORDING
\$4.00 REMONUMENTATION
01/08/2010 11:33:56 A.M. RECEIPT# 1696

PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

**NOTICE OF AN AMENDMENT TO THE RESTRICTION AGREEMENT (AS AMENDED) OF
CONNEMARA HILLS SUBDIVISION**

The undersigned, being a resident and lot owner of Connemara Hills subdivision, files this Notice for recording with the Oakland County Register of Deeds Office, to provide notice of an Amendment to the Restriction Agreement (as amended) of the Connemara Hills subdivision located in the City of Novi, Oakland County, Michigan.

The undersigned participated in the gathering of signatures as required by the above noted Restriction Agreement, to effect an Amendment to that Restriction Agreement. The Amendment and the associated signatures which were gathered of subdivision lot owners are attached collectively as Exhibit A, which is incorporated by reference to this document.

22-34-155-000-ent

The legal description of the Connemara Hills subdivision is:

84020

Beginning at NW corner, Section 34; thence along section line South 89 degrees 44 minutes 00 seconds East 1701.14 feet; thence South 0 degrees 6 minutes 35 seconds West 730.36 feet; thence North 77 degrees 35 minutes 58 seconds West 245.04 feet; thence South 70 degrees 59 minutes 36 seconds West 71.94 feet; thence South 65 degrees 17 minutes 02 seconds West 310.75 feet; thence West 603.90 feet; thence South 80 degrees 42 minutes 44 seconds West 299.02 feet; thence South 200.00 feet; thence South 19 degrees 31 minutes 45 seconds East 179.52 feet; thence South 45 degrees 29 minutes 04 seconds West 100.99 feet; thence South 145.00 feet; thence South 24 degrees 13 minutes 40 seconds East 65.80 feet; thence South 620.00 feet; thence South 7 degrees 45 minutes 25 seconds West 151.32 feet; thence South 12 degrees 46 minutes 10 seconds East 92.38 feet; thence South 246.90 feet; thence North 89 degrees 34 minutes 30 seconds West 227.01 feet; to West corner Section 34; thence along section line North 2637.54 feet to point of beginning, containing 58 lots and 2 outlots.

Dated this 23 day of December, 2009

Signed and Sealed:

Beverly Kingsbury (L.S.)
Beverly Kingsbury, Lot Owner, Connemara
Hills Subdivision

O.K. - A.N.

15P
R

STATE OF MICHIGAN)
COUNTY OF OAKLAND)§

The foregoing instrument was acknowledged before me this 23 day of December, 2009 by Beverly Kingsbury, Lot Owner, Connemara Hills Subdivision.

My commission expires: 09-07-2012

Judith A. Lombardo
Notary Public Oakland County, Michigan
Acting in OAKLAND County

JUDITH A. LOMBARDO
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES SEP 7, 2012
ACTING IN COUNTY OF

Drafted by:
Mark Merlanti, Esq.
21748 Connemara Drive
Northville, MI 48167

When Recorded Return to:
Beverly Kingsbury
22242 Connemara Drive
Northville, MI 48167

Amendment To The Restriction Agreements Of Connemara Hills And Connemara Hills No. 1

Whereas on or about April 16, 1956, a certain Restriction Agreement was recorded with the Oakland County Register of Deeds Office regarding a subdivision located in Novi, Michigan known as Connemara Hills, said Restriction Agreement being recorded at Liber 3513, Pages 288 through 294.

Whereas on July 2, 1956, that Restriction Agreement was amended by the owners of all the lots within Connemara Hills, said amendment being entitled Restriction Agreement and having been recorded at the Oakland County Register of Deeds Office on July 12, 1956, at Liber 3354, Pages 397 through 399.

Whereas on or about December 12, 1956, a certain Restriction Agreement was recorded with the Oakland County Register of Deeds Office regarding a subdivision located in Novi, Michigan known as Connemara Hills No. 1, said Restriction Agreement being recorded at Liber 3631, Pages 133 through 139.

Whereas, Section 20 of the Restriction Agreements of April 16, 1956 and December 12, 1956 provide that they may be amended by the recording of an instrument signed by a majority of the then owners of the lots.

Now therefore, the undersigned agree that the following amendments may be made to the April 16, 1956 and December 12, 1956 Restriction Agreements:

1. Connemara Hills And Connemara Hills No. 1, are collectively referred to as the Subdivision.
2. The Restriction Agreements recorded on April 16, 1956 and December 12, 1956, as previously amended, are collectively referred to as the Deed Restrictions.

3. A. That any building, fence, wall or other structure (collectively "Structure") located within the Subdivision, including Structures on the various individual lots, which were built and/or which are maintained in violation of the Deed Restrictions, including in violation of Section 17 (regarding the requirement that plans and specifications regarding the Structures be approved in writing by the Architectural Control Committee,) including but not limited to fences, sheds, garages and outbuildings (collectively, the "Unauthorized Structure") shall be removed upon the "Next Sale" of the property or lot on which the Unauthorized Structure is located. It shall be presumed and agreed that any Unauthorized Structure located within the subdivision and/or on any lot, did not receive the required written approval from the Architectural Control Committee pursuant to Section 17 of the Deed Restrictions, unless the owner of the property or lot on which the Structure is located, has a document from the Architectural Control Committee expressly authorizing the construction and/or maintenance of that Structure.

B. The term "Unauthorized Structure" does not include an existing single private family dwelling with an attached private garage, as described at Section 2 of the Deed Restrictions, with the exception of the construction and/or remodeling of a single private dwelling and/or of a garage, which occurs after the recording of this Amendment, unless approval of that post-Amendment structure was obtained as provided at Section 17 of the Deed Restrictions.

C. The term "Unauthorized Structure" also does not include any addition/remodeling that is physically connected to a private residence dwelling and that is (1) used for additional living space or (2) is a deck or similar structure, and provided that the subject structure (e.g. –

addition, remodeling or deck) was completed prior to the recording of this Amendment. The construction of a new single private family dwelling, the addition, change and/or alteration of any such structure, including the construction of new additional living space to an existing dwelling, and/or the construction of decks and/or other structures, which are proposed/constructed after the recording of this Amendment, must be approved by the Architectural Control Committee as provided at Section 17 of the Deed Restrictions.

4. The "Next Sale" of the property is defined as the sale or transfer of the property or lot on which the Unauthorized Structure is located, by the person(s) and/or entity(s) (including a Trust) which owns the property or lot on the date this Amendment is recorded with the Oakland County Register of Deeds Office (the "Current Owner").

A "Next Sale" includes any transfer of ownership or possession (as defined herein) of the property by the Current Owner, including but not limited to transfers made and/or evidenced by a Warranty Deed, Quit Claim Deed, Gift, Land Contract (whether recorded or not), Lease (as defined herein) or otherwise. The person(s) and/or entity(s) who/that purchases the property from the Current Owner is called the "Next Owner". Regarding a Land Contract, the Next Sale is deemed to have occurred on the date the Land Contract is signed or the date the buyer(s) under the Land Contract takes possession of the property, whichever is earlier.

A "Next Sale" does not include (1) a sale or transfer to a person, who is at the time of the sale or transfer, is married to the Current Owner, provided that the Current Owner retains his or her ownership interest or (2) a transfer to a Revocable Trust for the benefit of either the Current Owner or the spouse of the Current Owner, provided that the Current Owner or his or her spouse continues to reside at the property or (3) a sale or transfer to one of the two Current Owners or

the former spouse of a current owner as the result of a Judgment of Divorce or a Settlement Agreement regarding a divorce.

A "Next Sale" includes the lease of the property for a period exceeding five (5) years, including a combination of leases that collectively exceed five (5) years, regardless of whether the lease(s) are in writing, are recorded and regardless of whether any rent is charged to and/or paid by the tenant/lessee.

Any sale, transfer or lease of the ownership and/or possession of the property or lot by the Next Owner back to the Current Owner does not void the applicability of the Next Sale from the Current Owner to the Next Owner.

5. It is the responsibility of both the Current Owner and of the Next Owner to completely remove any Unauthorized Structure(s) on the subject property or lot within 60 days after the Next Sale.

6. If the Unauthorized Structure is not completely removed within that 60 day period, an action may be commenced against the Current Owner and/or the Next Owner, for appropriate relief, including but not limited to a Court Order for the removal of the Structure, among other forms of relief and/or monetary damages. The Current Owner and the Next Owner are also jointly and severally liable to the person(s) who bring(s) the action (the Plaintiff) to pay the costs and reasonable attorney fees incurred by the Plaintiff as a result of the failure of the Current Owner and Next Owner to timely remove the Unauthorized Structure. This includes the costs and attorney fees incurred in the course of any investigation regarding compliance with this Amendment and/or in any proceeding to compel the removal of the Unauthorized Structure, including the costs and attorney fees associated with any demands for compliance, a legal action

for compliance, those incurred in obtaining an Order for the removal of the Unauthorized Structure, in the enforcement of any Order or Judgment, in any and all appellate proceedings and in any and all proceeds ordered by the appellate court, including additional proceedings at the trial level. This provision is in addition to and is not a waiver of any rights given to subdivision and/or lot owners in the Deed Restrictions.

7. This Amendment does not prevent any lot owner(s) within the Subdivision from taking legal action at any time (including prior to the Next Sale), to enforce the Deed Restrictions in any manner, including an action seeking the removal of any Unauthorized Structure(s) built and/or maintained in violation of Section 17 of the Deed Restrictions, including enforcement pursuant to Section 21 of the Deed Restrictions (or otherwise).

8. This Amendment is not a waiver of the obligation of property and/or lot owners to obtain the written approval of the Architectural Control Committee prior to erecting and/or maintaining any Structure or other item on their property and/or lot as required by Section 17 of the Deed Restrictions or as otherwise required.

9. The written and/or verbal approval by (1) the City of Novi, (2) any other governmental agency and/or (3) by any other person or entity, of any proposed Structure, does not relieve a property or lot owner from obtaining the express written approval from the Architectural Control Committee regarding the plans and specifications for the erection, alteration and/or maintenance of that Structure as required by Section 17 of the Deed Restrictions.

10. The following described Structures were approved by the Architectural Control Committee. As such, these Structures are not Unauthorized Structures and are not subject to

removal pursuant to Section 5 of this Amendment:

Fences - Lot 4, 58

Garage - Lots 11, 18, 19

Gazebo - Lot 58

Shed - Lot 25, 33

11. The present Unauthorized Structures within the Subdivision include, but are not limited to the following:

Garage - Lot 141

Shed - Lots 12, 23, 24, 30, 34, 46, 59, 77, 119, 131, 137, 141, 145, 146

Fences - Lots 59, 80, 92, 108, 122, 127, 128, 129, 130, 134, 139

These Unauthorized Structures are subject to removal pursuant to Sections 5 and/or 7 of this Amendment.

12. The provision in the July 2, 1956 Restriction Agreement regarding lots 1 and 2 of Connemara Hills and the provision in the December 12, 1956 Restriction Agreement regarding lots 144 and 145 of Connemara Hills No. 1, (see paragraph 2 of that Restriction Agreement), which provide that those four lots may be used "...for church and allied religious purposes and appropriate structures in accordance therewith, may be erected thereon..." is eliminated from the Deed Restrictions and are of no further force or effect. As a result, those four lots may only be used for the purposes of one single private family dwelling with attached private garage, as provided at Section 2 of the Restriction Agreements of April 16, 1956 (as amended by the Restriction Agreement of July 2, 1956) regarding Connemara Hills and of December 12, 1956 regarding Connemara Hills No. 1.

13. The provision which appears at Section 17 of the Deed Restrictions and reads: "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." is eliminated and removed from the Deed Restrictions and is of no further force or effect.

14. For purposes of future Amendments to these Deed Restrictions, Connemara Hills and Connemara Hills No. 1, are considered to be a single subdivision. As such, an Amendment to the Deed Restrictions of Connemara Hills and Connemara Hills No. 1 will be effective upon the written approval of a majority of the *combined* lot owners of Connemara Hills and Connemara Hills No. 1.

15. This Amendment amends the Deed Restrictions only as expressly stated in this Amendment. In the event of a conflict between this Amendment and the Deed Restrictions, the terms of this Amendment control.

16. The failure of any lot owner(s) to enforce any provision of the Deed Restrictions, as amended, including Section 3 of this Amendment, is not a continuing waiver of the ability of any lot owner(s) to enforce any particular provision of the Deed Restrictions, including any provision which may ultimately be enforced by any lot owner(s), including Section 3 of this Amendment.

17. The undersigned, all being owners of a lot or lots within Connemara Hills agree that the Deed Restrictions of Connemara Hills may be amended as provided in this Amendment.

CONNEMARA HILLS
AGREEMENT SIGNATURE PAGE

Mayo Drive and Mayo Court

Print Name	Signature	Lot #	Date
ERIC ARNOLD	<i>Eric Arnold</i>	46	5/15/08
SUSAN ARNOLD	<i>Susan T. Arnold</i>	46	7/9/08
Scott Matousek	<i>Scott Matousek</i>	40	8/10/08
Laura Ferency	<i>Laura Matousek</i>	40	8/10/08
Marilyn Strandt	<i>Marilyn Strandt</i>	38	8/20/08
Elizabeth Taylor	<i>Elizabeth Taylor</i>	21	8/20/08
Lawrence Taylor	<i>Lawrence Taylor</i>	21	8/20/08
ELMER B. BOLLA	<i>Elmer B. Bolla</i>	41	8-20-08
Lucy Bolla	<i>Lucy M. Bolla</i>	41	8-20-08
JIM CLAGG	<i>James Clagg</i>	50	8-21-08
DANA SCHAAD	<i>Dana Schaad</i>	43	9-11-08
Wesl Sokolowski	<i>Wesl Sokolowski</i>	42	9-11-08
Larry Sokolowski	<i>Larry Sokolowski</i>	42	9-11-08
Gerard Milewski	<i>Gerard Milewski</i>	47	9-11-08
William Rumbly Jr.	<i>W.C. Rumbly Jr.</i>	49	9/11/08
Russ Housington	<i>R. F. Housington</i>	37	9/11/08
MARLENE HOUSINGTON	<i>Marlene Housington</i>	37	9/11/08
RAY McKeough	<i>Ray McKeough</i>	51	9/11/08
PAUL McKeough	<i>Paul Jr. McKeough</i>	51	9/11/08
BETTY HOFFMANN	<i>Betty Hoffmann</i>	53	9/11/08
ROBERT HOFFMANN	<i>Robert Hoffmann</i>	53	9/11/08
Adele Farmer	<i>Adele Farmer</i>	36	9/11/08
Bill Farmer	<i>Bill Farmer</i>	36	9/11/08
Holly Lloyd	<i>Holly Lloyd</i>	57	9/11/08
LEROY E. ORDING	<i>LeRoy E. Ording</i>	56	9-16-08
PHYLLIS C. ORDING	<i>Phyllis C. Ording</i>	56	9-16-08

Handwritten notes in the left margin, including the number "26" at the bottom.

ok

CONNEMARA HILLS
AGREEMENT SIGNATURE PAGE

EMERY DRIVE

Print Name	Signature	Lot #	Date
C. KENNEDY KENNEDY	<i>[Signature]</i>	99	9-15-08
DARLENE L. HURLEY	<i>[Signature]</i>	107	9-18-08
Jim Patterson	<i>[Signature]</i>	102	9/18/08
JUDY HURLEY	<i>[Signature]</i>	98	9-25-08
Donna Kennedy	<i>[Signature]</i>	103	9-28-08
KEN COMBES	<i>[Signature]</i>	101	10/1/08
ARLETTE R. COMBES	<i>[Signature]</i>	101	10/1/08