

FIRST AMENDED AND RESTATED
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS
FOR NORTH OAKS - A SINGH DEVELOPMENT SUBDIVISION AND
NORTH OAKS -A SINGH DEVELOPMENT SUBDIVISION NO. 2

WHEREAS, SINGH II LIMITED PARTNERSHIP, a Michigan limited partnership, whose address is 219 Elm Street, Birmingham, Michigan 48009 (the "Declarant") is the developer of a certain subdivision of land located on land in the City of Rochester Hills, Oakland County, Michigan, as described in Exhibit A attached hereto, known as North Oaks . A Singh Development Subdivision, a Subdivision created pursuant to the plat thereof as recorded in Liber 210, Pages 30 through 35, Records ("North Oaks No. 1");

WHEREAS, the Declarant has recorded a Declaration of Easements, Covenants and Restrictions recorded January 24, 1990 in Liber 11243, pages 739 through 776, Oakland County Records (the "Declaration");

WHEREAS, the Declarant is the owner of fee simple title to certain lands adjacent to North Oaks No. 1; which lands are described in Exhibit B attached hereto, and the Declarant desires to create a subdivision of land to be known as North Oaks .A Singh Development Subdivision No. 2 ("North Oaks No. 2") (North Oaks -A Singh Development subdivision and North Oaks -A Singh Development Subdivision No. 2 are also referred to individually as "Subdivision" and collectively as the "Subdivisions")

WHEREAS, the Declarant has reserved the power under the Declaration to amend the Declaration to subject additional subdivisions of land to the easements, covenants, restrictions, changes and liens set forth therein;

WHEREAS, the Declarant desires to amend and restate the Declaration to provide for the preservation and enhancement of the property values and amenities in both Subdivisions and for, the maintenance of certain common areas (the "Common Areas"), as defined below, in both Subdivisions, and to subject both Subdivisions and the Common Areas situated in each of them to the easements, covenants and restrictions, charges and liens set forth herein, each and all for the benefit of both Subdivisions and each owner therein; and

WHEREAS, the Declarant has deemed it desirable for the efficient preservation of the values and amenities in the Subdivisions to create one legal entity to own, maintain and administer the Common Areas; to collect and disburse" the assessments and charges hereinafter created; and to promote the recreation, health, safety, welfare, common benefit and enjoyment of the *Owners*;

WHEREAS, the Declarant may, at some future time, plat additional subdivisions of land adjacent to the Subdivisions and subject the land so platted to the easements, covenants, restrictions and liens set forth herein;

NOW, THEREFORE, in consideration of the mutual benefits derived by the Declarant, its successors and assigns, and for all Owners of Lots in North Oaks No. 1 and all intending purchasers and future Owners of the various Lots comprising the Subdivisions, the Declarant, for itself, its successors and assigns, does hereby publish, declare and make known to all present Owners and intending purchasers and future Owners of the Lots comprising the Subdivisions, that the same will and shall be used, owned, held, and/or sold expressly subject to the following conditions, easements, covenants, restrictions and agreements which shall be incorporated by reference in all deeds of conveyance and contracts for the sale of said Lots and shall run with the land and be binding upon all grantees of individual Lots in the Subdivisions and on their respective heirs, personal representatives, successors and assigns.

Article I
Definitions

Section 1. **Definition Of Terms.**

The words and phrases below are defined au follows:

a. "Association" shall mean and refer to North Oaks Homeowners' Association, a Michigan nonprofit corporation, its successors and assigns;

b. "Builder" shall mean and refer to any person or entity who acquires a Lot for the purpose of engaging in and does engage in the business of constructing residential buildings for the purpose of resale and not for his own use;

c. "Bylaws" shall mean and refer to the bylaws of the Association;

d. "Common Areas" shall mean those areas of land within the Subdivisions (including the improvements thereto) now or hereafter owned by the Association for the common use and enjoyment of the Owners. The Common Areas shall initially include Tall Oaks Park and Scenic Hollow Park, as shown on the Plats;

e. "Declarant" shall mean and refer to Singh II Limited Partnership, a Michigan limited partnership and its successors and assigns;

f. "Declaration" shall mean and refer to the First Amended and Restated Declaration of Easements, Covenants and Restrictions and any amendments as recorded in the office of the Oakland County Register of Deeds, State of Michigan;

g. "Lot" shall mean and refer to any numbered lot shown on the recorded plats of the Subdivisions and any future adjacent subdivision, hereafter annexed;

h. "Member" shall mean and refer to those persons entitled to membership in the Association, as provided in this Declaration;

i. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Subdivisions and any future subdivisions hereafter annexed. When more than one person or entity has an interest in the fee simple title to a Lot, the collective interest of all such persons or entities shall be considered to be that of a single Owner. If any Lot is sold on a land contract, the land contract purchaser shall be considered the Owner. Those persons having any interest in a Lot merely as security for the performance of an obligation are not considered to be Owners;

j. "subsequent Phases" shall mean any and all subdivisions or parcels of land adjacent to the Subdivisions, which may in the sole discretion of the Declarant be created by the recording of plate or parcel splits, which may become subject to this Declaration by an amendment thereto;

k. "Plat" shall mean and refer to the plat of the Subdivision, recorded or to be recorded in the office of the Oakland County Register of Deeds; and

1. "Subdivisions" shall mean and refer to Lots 1 through 50 inclusive, Tall Oaks Park and Scenic Hollow Park of North Oaks--A Singh Development Subdivision, Lots 51 through 99, inclusive of the proposed North Oaks A Singh Development Subdivision No. 2.

ARTICLE II

ESTABLISHMENT AND DEDICATION

Section 1. Establishment of Nonprofit Corporation.

There is hereby established an association of **Owners** of Lots 1 through 50 inclusive, North Oaks--A Singh Development Subdivision, and Lots 51 through 99, Inclusive, North Oaks -A Singh Development Subdivision No. 2, to be known as the North Oaks Homeowners' Association. The Association shall be incorporated and organized at any time not later than sixty (60) days after the Plat of North Oaks--A Singh Development No. 1 is recorded. The Association shall be organized as a nonprofit corporation for a perpetual term under the laws of the State of Michigan and shall have such powers as are enumerated in this Declaration as well as those set forth in the corporate Articles and Bylaws for the Association.

Section 2. Dedication of Common Areas.

The Declarant hereby dedicates and conveys to each Owner of a Lot in the Subdivisions a right and easement of enjoyment in and to the Common Areas. Declarant further covenants that within ten (10) years after the date the Plat has been recorded, it will convey the Common Areas, except those portions of the Common Areas dedicated to the City of Rochester Hills, to the Association free and clear of all liens and encumbrances except as set forth herein. Title to the portions of the Common Areas conveyed to the Association shall vest in the Association subject to the rights and easements of enjoyment in and to such Common Areas by the Owners. Said easement of enjoyment shall not be personal, but shall be considered to be appurtenant to the Lots and shall pass with the title to the Lots whether or not specifically set forth in the deeds of conveyance of the Lots.

ARTICLE **III**

PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment.

The Declarant hereby grants to each Owner and his respective successors and assigns, appurtenant, non-exclusive and perpetual easements to use and enjoy the Common Areas.

Section 2. Limitations of Easements.

The rights and easements of each Owner in and to the Common Areas shall be subject to the following superior rights of the Association, the Declarant and/or third parties in addition to other limitations set forth in this Declaration:

a. The right of the Association to levy and collect assessments, as set forth in Article V, below;

b. The right of the Association to suspend the voting rights and right to use the Common Areas by an Owner for, any period during which any assessment against his Lot remains unpaid and for any infraction by an Owner of the Association's published rules and regulations for the duration of the infraction and for an additional period thereafter not to exceed sixty (60) days;

c. The right of the Association to grant easements, over, under or across any part of the Common Areas or to dedicate, grant or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication, grant or transfer shall be effective, unless an instrument agreeing to such dedication, grant or transfer signed by the Declarant, if the Declarant has an ownership interest in any Lot at the time of the grant, and fifty-one (51%) percent of the Members has been recorded, and unless consented to by the City of Rochester Hills.

Section 3. Declarant Rights To Dedicate Or Transfer Property

The Declarant reserves the right to dedicate or

transfer:

a. All or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be required by law or in the best interests of the Subdivision as determined by the Declarant and approved by the City of Rochester Hills; and

b. The Declarant reserves the right to grant an easement to use and enjoy the Common Areas to the Owners of any lot in any Subsequent Phase of the Subdivision, if any, provided the Declarant grants an easement to the Owners of the Lots in the Subdivision to use and enjoy the Common Areas, to such other Subsequent Phase..

Section 4. Delegation Use.

Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment and use to the Common Areas to the members of his family, his invitees, his tenants who reside on his lot subject to this Declaration, the Bylaws and any rules and regulations promulgated pursuant to either of them.

Section 5. Utility Easements.

The Declarant hereby dedicates and reserves the following Easements:

a. Easements for the installation, maintenance, repair, replacement, modification and/or removal of utilities, underground television cable, sanitary and storm sewer lines, water mains, drainage lines, surface drainage swales and any other improvements which would serve the Subdivisions and any Subsequent Phase are as shown on the Plat, in, on, under and over the Common Areas. With respect to easements in any Subsequent Phase. The easements may be located and established as deemed necessary or beneficial by the Declarant.

b. Private easements for public utilities are granted and reserved as shown on the Plat.

c. The storm water detention pond and surrounding areas designated as Scenic Hollow Park on the Plat.

d. An easement for the relocation of water mains **owned** by the City of Rochester.

The use of all or part of such easements may at any time or times hereafter be granted or assigned by the Declarant or its successors or assigns, to any person, firm, corporation, governmental unit or agency which furnishes such services or utilities.

No buildings or structures may be constructed or maintained over or on any easements; provided, however, that after the aforementioned utilities have been installed, planting, fencing (where permitted), or other lot line improvements shall be allowed, so long as they do not violate the provisions of this Declaration and do not interfere with, obstruct, hinder or impair the drainage plan of the Subdivision and so long as access be granted, without charge or liability for damages, for the installation, maintenance, repair, replacement, modification and/ or removal of the utilities, drainage lines and/or.: additional facilities.

Section 6. Entryway and signage

Declarant reserves the right to own, maintain, and illuminate a sign at the entrance of the Subdivision, including Tall Oaks Park and a portion of Lot 1 as designated on the Plat, which shall bear the name "North Oaks--A Singh Development," and to maintain an easement for such sign. If the sign is dedicated to the Association, the sign or any replacement sign shall continue to bear the same inscription in prominent letters and it shall become the responsibility of the Association to maintain, and illuminate the sign. Declarant further reserves the right to own and maintain an easement for landscaping and/or a monument wall to be located at the entrances of the Subdivisions, including the median island, Tall Oaks Park, Lot 1, Lot 75 and Lot 76 as designated on the Plat. If the landscaping and/or monument wall are dedicated to the Association, it shall become the responsibility of the Association to maintain the landscaping and/or monument wall.

Section 7. Additional Lands.

The Declarant reserves the right to transfer arid dedicate to the Association lands which are contiguous to the Subdivisions, which lands will be owned and maintained by the Association in the same manner as the other Common Areas which are subject to the Declaration.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership.

Every Owner shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of a Lot.

Section 2. Board of Directors.

The Board of Directors of the Association shall be comprised of at least three (3) and no more than five (5) persons appointed by the Declarant which persons may be employees, officers, agents or equity owners of the Declarant and need not be Owners or Builders. The Declarant shall continue to appoint all members of the Board of Directors until the First Annual Meeting of the Association, which shall occur no later than thirty (30) days after the date upon which ninety-five (95%) percent of the Lots, including lots in any Subsequent Phase, are owned by persons other than the Declarant or Builders.

The Declarant shall have the right, but not the obligation, to call a special meeting of the Members of the Association for the purposes of electing one (1) or more Owners other than the Declarant's representatives to serve as directors of the Association. The number of directors so elected, if any, shall be solely in the discretion of the Declarant.

Section 3. Voting Rights.

Each Owner shall be entitled to one vote for each Lot owned. When more than one person or entity owns an interest in a Lot, all such persons shall collectively be Members and the vote for such Lot shall be exercised by the designated representative of the Co-Owners as they shall determine. The name of the designated representative shall be provided to the Association in writing at least ten (10) days prior to any meeting at which said designee intends to vote. If notice of a designated representative is not properly given, the vote related to a Lot will be suspended in the event more than one person seeks to exercise said vote.

Section 4. Adoption of Bylaws.

The Association shall adopt Bylaws for the purposes of providing for the election of officers and directors, the conduct of meetings and the governance of the association, which shall comply with all requirements of the Michigan Nonprofit Corporations Act.

ARTICLE V

COVENANT FOR ASSOCIATION ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

Each Owner of a Lot, by acceptance of a deed or execution of a land contract therefor, whether or not it shall be so expressed in such deed or land contract, is deemed to covenant and agree to pay to the Association: (1) annual general assessments and (2) special assessments. Such assessments shall be established and collected as hereinafter provided. The general and special assessments, together with interest thereon at the highest rate permitted by law, collection costs, including reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest thereon at the highest rate permitted by law; collection costs, including reasonable attorney's fees, shall also be the personal obligation of all persons who were the Owners of such Lot at the time such assessment fee fell due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title, unless expressly assumed by them. The obligation of the Declarant and each Builder as to assessments is separately set forth in Section 3 of this Article.

Section 2. Purpose of Assesments.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, welfare, common benefit and enjoyment of the Owners in the Subdivisions and future subdivisions hereafter annexed, and in particular for the improvement and maintenance of the Common

Areas now, or hereafter owned by the Association, for the payment of taxes and special assessments relating to the Common areas and facilities thereon and other property under the control of the Association, including any subdivision entrances; for planting and maintenance of trees, shrubs and grass; for the maintenance of median islands dedicated to the City of Rochester Hills; for the acquisition of additional Common Areas; for construction, operation and maintenance of recreational facilities; for caring for vacant Lots, including out lots; for maintaining drainage facilities which service the Subdivisions whether inside or outside of the Subdivisions boundaries; for providing community services; for obtaining insurance for the protection of the Owners; for maintaining, illuminating and replacing the entryway sign, monument wall and landscaping; for maintaining and replacing trees, signs not maintained or replaced by the City of Rochester Hills; and for establishing and maintaining appropriate reserves for those purposes.

Section 3. Rate of Assessment.

Both the general and special assessments shall be set by the Board or Directors at a uniform rate for all Lots. Notwithstanding anything to the contrary contained herein or elsewhere in this Declaration, no assessment shall be levied against a Lot owned by the Declarant or any Builder except that Builders shall be assessed in the same manner as any other owner five (5) years after the date of the recording of the Plat of the Subdivision which relates to the particular Lot for which the assessment is made.

Section 4. Maximum Annual Assessment.

The annual assessments shall not exceed the following amounts:

a. Until January 1 of the year immediately following the first conveyance of a Lot to an Owner, excluding Builders, the maximum annual assessment shall not exceed two Hundred (\$200.00) Dollars per Lot;

b. From and after January 1 of the year immediately following the first conveyance of a Lot to any Owner, excluding Builders, the annual assessment may be increased each year without a vote of the members by an amount of not more than ten (10%) percent of the assessment for the previous year; and

c. From and after January 1 of the year immediately following the first conveyance of a Lot to an Owner, excluding Builders, the annual assessment may be increased by an amount in excess of ten (10%) percent per year only by a vote of fifty-one (51%) percent of the members or of proxies entitled to cast votes, at a meeting of the Association duly called for that purpose.

Section 5. First Assessment.

Upon purchasing any Lot from a Builder or the Declarant, an Owner other than a Builder shall be liable for the assessment for the year in which the Lot is purchased, which shall be prorated to the date of closing and payable upon closing, Such Owner shall also be liable for a one time assessment of Two Hundred (\$200.00) Dollars for working capital, which shall be payable upon closing to the Association.

Section 6. Special Assessments for Acquisitions and Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy against each Owner, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any acquisition of land or easements to be added to the common Areas, the construction, reconstruction, repair or replacement of any improvement upon the Common Areas and other areas under the control of the Association, including subdivision entrances. Any special assessment shall have the consent of Members or of proxies entitled to cast fifty-one (51%) percent of the votes at a meeting duly called for that purpose.

Section 7. Notice and Quorum for Actions Authorized Under Sections 4 and 6.

Written notice shall be sent to all Members not less than fifteen (15) days nor more than thirty (30) days in advance of any meeting called for the purpose of taking any action against the Owners personally obligated to pay the same or foreclose the lien against the Lot. No Owner may waive or otherwise avoid liability for the assessments by non-use of the Common Areas or abandonment of his Lot.

Section 10. Exempt Property.

All Common Areas, outlots and all other property exempt from taxation by state or local governments or dedicated for public use, shall be exempt from the assessment, charge and lien created herein.

Section 11. Subordination of the Lien to Mortgages

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and to any other contractual lien as to Lots owned by the Declarant. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien but not the obligation for payment of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment becoming due after such sale or from the lien thereof.

Section 12. Right of City to Assess.

If the Association fails to levy and collect an assessment for maintenance of any of the median islands or Common Areas, or fails to maintain such median islands or Common Areas, and it becomes necessary for the City of Rochester Hills to incur expenses related to maintenance of such median islands or Common Areas, the City of Rochester Hills shall have the right to be subrogated to the powers of the Association to levy and collect assessments and to enforce liens for the collection of such assessments.

ARTICLE VI

Architectural Review

Section 1. Architectural Review Committee.

No building, fence, wall, deck, swimming pool, outbuilding, drainage structure or other structure, landscaping or exterior improvement shall be commenced, erected or maintained on any Lot, nor shall any exterior addition to or change or alteration therein or change in the exterior appearance thereof or change in landscaping be made until the plans and specifications showing the kind, size, shape, height, colors, materials, topography and location of the same on the Lot shall have been

submitted to and approved in writing by an architectural review committee (the "Committee"). The Committee shall be composed of three (3) persons appointed by the Declarant. Committee members are not required to be Members of the Association, and may be employees, officers, directors, agents or affiliates of the Declarant. Each member of the Committee shall serve until he resigns or is replaced by a subsequent appointee. The Declarant may delegate or assign its power of appointment of Committee members to its successors, assigns, or the Association. Neither **the Declarant nor the Committee shall have any liability whatsoever** for the approval or disapproval of any plans or specifications.

Section 2. Preliminary Plans.

Preliminary plans may first be submitted to the Committee for preliminary approval.

Section 3. Plans and Specifications.

Plans and specifications for final approval by the Committee shall include the following:

- a. Complete plans and specifications sufficient to secure a building permit in the City of Rochester Hills including a dimensioned plot plan showing the Lot and placement of all improvements;
- b. Front elevation, side elevation and rear elevation of the building, plus elevations of any walls and fences;
- c. A perspective drawing, if deemed necessary by the Committee, to interpret adequately the exterior design;
- d. Data as to size, materials, colors and texture of all exteriors, including roof coverings and any fences and walls;
- e. **One** set of blueprints to be left with the Committee until construction is completed;
- f. A complete set of landscape plans;
- g. A tree survey locating all trees which are of the size and

character described in Article VII, Section 21; and

h. Any other data, drawings or materials which the Committee requests in order to fulfill its function.

Section 4.

Compliance with Building Use Restrictions

No approval by the Committee shall be valid if the structure or improvement violates any of the restrictions set forth in Article VII of this Declaration, except in cases where waivers have been granted as provided for in the said Article.

Section 5. Disapproval of Plans or Improvements.

The Committee may disapprove plans because of noncompliance with any of the restrictions set forth in Article VII. of this Declaration, or because of dissatisfaction with the grading and drainage plan, the location of the structure on the Lot, the materials used, the color scheme, the finish, design, proportion, shape, height, style or appropriateness of the, proposed improvement or alteration or because of any matter or thing, which, in the judgment of the Committee, would render the, proposed improvement or alteration inharmonious with, or out of; keeping with, the objectives of the Committee, the Subdivisions or with improvements erected or to be erected on other Lots in the Subdivision, including purely aesthetic considerations.

The Committee shall not be liable for the approval or disapproval of any plan.

Section 6. Approval Time Schedule.

If the Committee fails to approve or. disapprove plans within thirty (30) days after proper submission, then such approval will not be required, but all other limitations, conditions and 'restrictions set forth in the Declarations shall apply and remain in force as to such plans.

Section 7. Committee Approval.

Committee approval shall be deemed given if the plans and specifications submitted for approval are marked or stamped as having been finally approved by the Committee or an approved form designating the specific plans and specifications for

approval and are dated and signed by two (2) members of the Committee who were validly serving on the Committee on the date of such approval.

Section 8. Guidelines.

The Committee may, but shall not be required to, adopt guidelines for its approval process. The guidelines, if adopted, may include discussion of aesthetic standards to be utilized by the Committee in approving plans and specifications, preferred materials, preferred styles of residences, and other matters which will assist Owners seeking Committee approval. The guidelines, if adopted, will be intended solely for the purposes of illustrating and explaining current Committee standards. The guidelines shall not be construed to create any obligation on the part of the Committee to approve or reject any specific plan or specification or to otherwise modify or diminish the discretion of the Committee under this Article.

Section 9. Review Fee.

The Committee may charge a review fee of a maximum of Five Hundred (\$500.00) Dollars to any Builder or Owner, for the purposes of reviewing plans for the construction of a residence. The fee may not be utilized for the purposes of paying salaries to any members of the Committee but shall be utilized exclusively for the purposes of reimbursing actual expenses of the Committee, including, but not limited to, professional review fees of independent consultants.

ARTICLE VII

BUILDING AND USE RESTRICTIONS FOR THE SUBDIVISION

Section 1. Use of Lots.

All Lots shall be used for single family residential purposes only and no building of any kind whatsoever shall be erected, re-erected, moved or maintained thereon except one single family dwelling house and appurtenant attached structures on each Lot as hereinafter provided. Each house shall be designed and erected for occupation by a single private family. A private attached garage for the sole use of the occupants of the Lot upon which the garage is erected must also be erected and maintained. Lessees of any Lot shall be subject to the terms and conditions of this Declaration, the Bylaws and all rules and regulations, promulgated pursuant to

this Declaration and the bylaws, all of which shall be incorporated into the lease of any Lot by reference, and any violation of the same by a lessee shall be deemed to be a violation by the lessor-Owner and subject that Owner to the same penalties and sanctions as if the Owner himself violated the Declaration, Bylaws or any rules and regulations.

Section 2. Character and Size of Buildings.

No dwelling shall be permitted on any Lot unless, in the case of a one-story building, the living area thereof shall be no less than two thousand seven hundred (2,700) square feet; in the case of a two-story or one-and-one-half story building, the living area thereof shall be not less than three thousand two hundred (3,200) square feet; and in the case of a quad-level or tri-level building, the living area thereof shall be not less than three thousand two hundred (3,200) square feet. No building greater than two (2) stories shall be constructed, which shall not be deemed to include a walk-out basement as a story. All, computations of square footage for determination of the permissibility of erection of residences under this section, shall be exclusive of basements, attics, utility rooms, garages, porches or similar areas which are not normally classified as living areas. All garages must be attached to the dwelling and the entrance of each garage shall face the side of the Lot and not the street, unless the configuration or topography of the Lot make the side-entrance garage impractical, which determination shall be made by the Committee in its sole discretion. The Committee may grant such exceptions to this restriction as it deems suitable. No garage shall provide space for less than two(2) automobiles nor more than four(4) automobiles. Garage doors must be of solid colors which are harmonious with the remainder of the dwelling.

Section 3. Minimum Yard Requirements.

No building on any Lot shall be erected nearer than:

- a. Forty (40) feet from the front lot line; nor
- b. Fifteen (15) feet from the side lot line, total side yards not less than thirty (30) feet; nor
- c. Thirty-Five (35) feet from the rear lot line; nor

For the purposes of corner lots, each lot line abutting a street shall be deemed a front lot line. Approval of a variance by the

Committee and the City of Rochester Hills permitting front, rear or side yards smaller than the above minimums shall be deemed a valid waiver of this restriction.

Section 4. Repetition of Elevations.

The Committee shall not approve the use of any elevations which are substantially similar to elevations approved for any Lot within six hundred (600) feet of any lot line and on the same Street as the proposed construction. Variety in colors or building materials shall be used for homes on adjacent lots so as to avoid an appearance of repetition.

Section 5. Lot Splits.

Lot splits shall be prohibited.

Section 6. Maintenance Of Improvements.

Each Owner shall keep all improvements on his Lot in good condition and in good repair at all times.

Section 7. Animals.

No farm animals, livestock or wild animals shall be kept, bred or harbored on any Lot, nor shall any animals be kept or bred, for commercial purposes. Domestic animals commonly deemed to be household pets may be kept by the Owner and members of his household so long as such pets shall have such care so as not to be objectionable or offensive to others due to noise, odor or unsanitary conditions. Any domestic animal kept by an Owner shall be kept either on a leash or in a run or pen, and shall not be allowed to run loose or unattended. No runs or pens shall be permitted to be erected or maintained unless located within the rear yard adjacent to a wall of the main dwelling or garage and facing the rear or the interior of the Lot, nor shall such runs or pens extend beyond the end of the dwelling or garage into the side yard. Such runs or pens shall not extend more than twelve (12) feet in any one direction.

Section 8. Weapons

No Owner of a Lot shall use or discharge within the Subdivisions, nor shall he permit or suffer any occupant of any Lot which he owns, or his or their invitees or guests, to use or discharge within the Subdivisions, any BB guns, firearms, rifles, shotguns, handguns, pellet guns, crossbows or archery

equipment.

Section 9. Septic Tanks and Wells.

No septic tank systems shall be dug, installed, constructed or maintained on any Lot. No wells shall be drilled, dug, installed, constructed, or maintained on any Lot except with the permission of Declarant.

Section 10. Sight Distance.

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations above two and one-half (2-1/2') feet and six (6') feet from the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the lot lines and a line connecting them at points twenty-five (25) feet from the intersection of the lot lines, or in the case of a rounded property corner, from the intersection of the lot lines as though extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained, at sufficient height to prevent, obstruction of the sight lines.

Section 11. Temporary Structures.

Trailers, shacks, barns, or any temporary buildings of any description whatsoever are expressly prohibited and no temporary occupancy shall be permitted in unfinished buildings. Tents for entertainment or recreational purposes are permitted for periods not to exceed forty-eight (48) hours. The Declarant, any Builders or their subcontractors, and/or independent contractors contracting with an owner, may erect temporary storage buildings for materials and supplies to be used in the construction of houses during the period when new houses are under construction In the Subdivisions by the Declarant and/or Builder, and/or independent contractor.

Section 12. General Conditions.

The following general conditions shall be in effect:

a. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same shall not be kept except in sanitary containers properly concealed from public view. Garbage containers shall not be left at the road side for more than twenty-four (24) hours in any one week. If the City of Rochester Hills does not provide municipal garbage

collection, the Association may contract with one commercial collection service to provide service to the Subdivisions and require each Owner to utilize the service of that contractor at the Owner's expense.

b. Recreational vehicles: to follow Rochester Hills Ordinance Sec. 138-1145. Recreational vehicles.

(a) No person shall park and/or store a recreational vehicle, snowmobile, camper enclosure, utility trailer, boat or similar vehicle or equipment not owned by the occupant or owner of the premises for a period exceeding 72 hours on lands not approved for such parking or storage, except that the building department may grant a temporary permit allowing the parking of a recreational vehicle on private property not to exceed a period of two weeks. All recreational vehicles, snowmobiles, camper enclosures, utility trailers, boats, and similar vehicles or equipment owned by city residents stored in residential districts on their individual lots or premises shall not be stored within any front yard or any required side yard and shall further conform to the requirements in section 138-1067 applicable to accessory buildings, insofar as distances from main buildings, lot lines, and rights-of-way are concerned.

(b) In addition, the parking and storage of recreational vehicles, snowmobiles, camper enclosures, utility trailers, boats and similar vehicles or equipment in residential districts shall be subject to the following restrictions:

(1) All such units parked or stored outside of a completely enclosed building shall be kept in a state of proper repair and secured to prevent unauthorized entry.

(2) The parking and storage of such units shall be limited to a lot or parcel upon which an occupied dwelling is located.

(3) No such unit shall be connected to electricity, gas, water or sanitary sewer facilities, except that a temporary electrical connection may be made for the purpose of recharging batteries.

(4) No such unit shall at any time be used for living or housekeeping purposes while on the premises.

(5) No person shall park or store any such unit upon any public property, including public streets, stub streets, rights-of-way, bikepaths and planting areas between pathways and streets, except as allowed in subsection (b)(6) of this section.

(6) Notwithstanding any provisions to the contrary, such a unit may be temporarily parked or stored within any front yard or on a public street for a period not to exceed 72 hours for the purpose of loading, unloading, trip preparation or minor, routine maintenance and repair, although at no time shall any

unmounted camper enclosure or any snowmobile or boat not mounted on a utility trailer be parked or stored within any front yard, required side yard or public street.

c. No laundry shall be hung for drying outside the dwelling;

d. The grade and topography of any Lot in the Subdivisions may not be changed after original construction without the written consent of the Committee and the City of Rochester Hills;

e. No swimming pool may be built which is higher than one (1) foot above the final Lot grade. no swimming pool may be built unless some portion of the pool is within twenty (20) feet of the residence. All swimming pools must be constructed so that they drain into the storm sewer system only;

f. No radio, television or other communication antennas of any type will be installed on or outside of any residence. Antennas may be installed or placed in the interior of any residence;

g. No exterior lighting shall be installed so as to disturb the occupants of neighboring Lots or impair the vision of traffic on any street;

h. No basketball backboards, poles or rims shall be installed which shall be visible from the street;

i. All utility lines, including electric, gas, telephone and cable television, must be installed underground.

Section 13. Sales Agency and/or Business Office.

Notwithstanding anything to the contrary herein, the Declarant and/or any Builders may construct and maintain a sales agency and/or a business office on any Lots which they may own, or may use a model house or trailer for such purposes. The Declarant and/or such Builders may continue to maintain such a facility for use as long as they have an ownership interest in any Lot.

Section 14. Lease Restrictions.

No Owner shall lease and/or sublet less than the whole of any dwelling on said Lot. No lease shall be for a period less than one (1) year.

Section 15. Exterior Surface of Dwellings

The visible exterior walls of all dwelling structures shall be made of wood, brick, brick veneer, cut stone or of any combination thereof. Fieldstone, ledge rock or stucco siding may also be used, so long as any of these materials alone, or in combination, do not exceed fifty (50%) percent of the total of all visible exterior walls. The Committee may grant such exceptions to this restriction as it deems suitable. The use of asphalt, cement block, cinder, slag, aluminum siding, vinyl siding or plywood (unless finished in an approved imitation stucco or similar appearance), and/or imitation brick is prohibited. Windows and doors made of unpainted aluminum or non-factory painted aluminum are prohibited. Windows and doors shall not be included in calculating the total area of visible exterior walls.

Section 16. Fences And Walls.

No fence, wall or solid hedge may be erected, grown or maintained in front of or along the front, side or rear lot line; provided, however, that low ornamental fencing along the front lot line in architectural harmony with the design of the house, may be erected. Fences which are required by local ordinance to enclose swimming pools, fences which are an integral part of a deck or patio design and fences used for runs or pens which comply with the requirement of Article VII, Section 7 shall be permitted.

All fences must be constructed of pressure treated wood, brick, stone, wrought iron or similar metal or the materials used for the construction of the exterior of the residence. Deck and patio fences shall not exceed a height of six (6) feet. No more than twenty-five (25%) percent of the area of any rear yard may be enclosed by a fence or wall.

Section 17. Signs

No sign or billboard of any kind shall be placed, erected or maintained on any Lot. The provisions of this paragraph shall not apply to such signs as may be for purposes of resale by any Owner. The provisions of this paragraph shall also not apply to such signs as are installed or erected on any lot by Declarant or any Builder during such periods as any Lot shall be for sale or used as a model or for display purposes by the Declarant or any Builder; provided, however, that such signs must be made in accordance with uniform specifications established by the Declarant.

Section 18. Driveways.

All driveways, aprons and parking areas must be paved with asphalt or brick pavers, subject to the specifications of the City of Rochester Hills for the portions within the road right-of-way. Alternative materials may be used in the exclusive discretion of the Committee. The driveways must be completed within six (6) months of occupancy.

Section 19. Destruction of Building by Fire, etc.

Any debris resulting from the destruction in whole or in part of any dwelling or building on any Lot shall be removed with all reasonable dispatch from such Lot in order to prevent an unsightly or unsafe condition.

Section 20. Landscaping

Any Owner taking occupancy of a newly constructed residence upon any Lot between September 1 and May 1 shall have his landscaping plan approved and the landscaping improvements, including, but not limited to, trees, plantings, shrubs and lawns, installed by the next June 30. Any Owner taking occupancy of a newly constructed home between May 1 and August 31 shall have his landscaping plan approved and the landscaping improvements as described above installed within sixty (60) days of occupancy. Except for areas remaining natural pursuant to the approved landscaping plan, the Lot and the right-of-way contiguous to each Lot shall be kept free of weeds by the Owner, and all such landscaping and lawns shall be well-maintained at all times.

Section 21. Drainage Swales.

Certain Lots in the Subdivisions are subject to an easement for stormwater drainage, as shown on the Plat. No drainage swale located within such an easement shall be filled or bridged without the prior approval of the Committee. Any culvert placed in a drainage swale must be constructed at a depth and size as will not interfere with or impede the flow of stormwater runoff.

Section 22. Trees.

No living tree of a height of ten (10) feet or more or more than

six (6) inches in diameter at three (3) feet above the ground shall be removed without the approval of the Committee, except for trees which are less than ten (10) feet from any part of the building (excluding decks and patios) or which are in the location of proposed driveways. In addition to the enforcement rights provided in Article IX, the Declarant or the Association shall have the right to assess a penalty of up to One Thousand (\$1,000.00) Dollars per tree against any Owner who has removed a tree or allowed a tree to be removed in violation of this provision. Any such fine shall be paid to the general funds of the Association. The Owner shall treat or remove any diseased or blighted tree forthwith. Other than as permitted above, no person shall do any act, the result of which could reasonably be expected to cause damage to or destruction to any tree. In addition to these requirements, the Owner shall comply with the Tree Conservation Ordinance adopted by the City of Rochester Hills, as amended from time to time.

ARTICLE VIII

RESTRICTIONS ON THE USE OF COMMON AREAS

Section 1. Litter And Pollution.

No Owner shall throw or allow to accumulate on his or any other Lot or the Common Areas, trash, refuse or rubbish of any kind. No Owner shall dump or otherwise dispose of chemicals, motor oil, paint, gasoline or petroleum distillates in, over or within the Subdivisions or the sanitary or storm sewer drains serving the Subdivisions.

Section 2. Liability.

The Association shall maintain liability insurance in sufficient amounts for the purpose of protecting itself as well as the Owners, the Declarant and builders from the burden of any liability resulting from accidents which may cause death or injury to anyone or damage or casualty to personal property while in the Common Areas or on any property under the jurisdiction or control of the Association.

Section 3. Published Rules.

The Declarant reserves the right to publish from time to time reasonable rules and regulations consistent herewith in governing the use of the Common Areas as well as other matters relating thereto. The Declarant may delegate or assign this right to its

successors or the Association.

Section 4. Use of Scenic Hollow Park.

a. Neither the Declarant, the Association nor any Owner may construct any improvement or perform any excavation erect any structure, land clearance, landscaping or engage in any other construction activity, in Scenic Hollow Park without the express approval of the City of Rochester Hills.

b. Scenic Hollow Park shall be maintained and preserved solely for the following purposes:

(i) the detention and flow of stormwater runoff;

(ii) pedestrian ingress and egress;

(iii) preservation of the trees, vegetation, flora and animal life forms existing naturally in the wetlands area of Scenic Hollow Park.

c. No Owner shall operate or permit his family members, tenants, invitees or guest to operate any motorized vehicle within Scenic Hollow Park, damage any biological organism existing within the wetlands area, impede the flow of stormwater: in the drain or retention pond or otherwise take any action inconsistent with the purposes of Scenic Hollow Park as described in Paragraph b of this Section 4.

Section 5. Maintenance of Non-Road Improvements in the Right-of-Way.

The Association shall maintain the median islands and all landscaping and light poles and sprinkler systems situated thereon which are located in the streets within the Subdivisions. All landscaping within the median islands shall be maintained in such a manner as to not protrude into the streets or block the vision of vehicular traffic utilizing the streets. The Association shall maintain all custom street identification signs located within the Subdivision which are not installed pursuant to specifications of the City of Rochester Hills.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement.

The Declarant, the Association or any Owner shall have the right to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Declarant, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed an estoppel or a waiver of the right to do so thereafter.

The Declarant or the Association shall have the right to enter upon any Lot for the purposes of mowing, cutting, weeding or removing any unsightly growth which in the opinion of the Declarant or the Association detracts from the overall attractiveness of the health and welfare of the Subdivisions. The Declarant or the Association may enter upon the Lots for the purpose of removing any debris or trash from the Lot. The Declarant or the Association shall be under no obligation to take such affirmative action. Any costs incurred in such action by the Declarant or Association shall be chargeable against the Owner and shall constitute a lien against the Lot.

Section 2. Severability.

Invalidation of any one of these easements, covenants, restrictions or conditions by judgment or court order shall not affect any other provisions, which remaining provisions shall continue in full force and effect.

Section 3. Amendment.

The covenants, restrictions and conditions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for an additional period of ten (10) years. The Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than sixty-seven (67%) percent of the Owners and thereafter by an instrument signed by not less than fifty-one (51%) percent of the Owners, except that amendments made by the Declarant for the purpose of adding residential lots and/or Common Areas to the Association and making this Declaration apply to such lots and/or Common Areas, shall not require the vote or signature of any Owners, the Association or any Members thereof. No amendment may be adopted without the consent of the Declarant at any time in which it owns one (1) or more Lots, in the Subdivision or any subsequent Phase thereof. Any amendment must be approved by the City of Rochester Hills and recorded with the Oakland County

Register of Deeds before the amendment becomes affective.

Section 4. Annexation of Additional Lots and/or Common Areas.

The Declarant reserves the right at any time, or times, in the future to amend this Declaration by adding to it any Subsequent Phase. Such Subsequent Phase may or may not contain Common Areas. Any such amendment(s) to this Declaration shall provide that the Owners of all residential lots in Subsequent Phases shall be required to be Members of the North Oaks Homeowners' Association and shall be subject to the covenants, restrictions, easements, charges and liens set forth herein. Such amendment(s) shall also provide that the Common Areas contained within the Subdivision and Subsequent Phases shall be for the use and benefit of all Owners of Lots in the Subdivision and all subdivisions added hereto. Additional Lots and Common Areas may be annexed to the Subdivision by Declarant without the consent or approval of the Association or any of its Members or any Owner. Annexation by action of the Association shall require the consent of two-thirds (2/3) of its Members.

Section 5. Assignment or Transfer of Rights and Powers.

Except as expressly limited by the Declaration, the Declarant reserves the right to assign to the Association, in whole or in part, from time to time, any or all of the rights, powers, titles, easements and estates hereby reserved or given to the Declarant including the right and power to approve or disapprove any use, act, proposed action, or any other matter or thing. Any such assignment or transfer shall be made by appropriate instrument, in writing, and such assignee shall thereupon have the same rights and powers, and be subject to the same obligations and duties as herein given, reserved to and assumed by the Declarant in connection with the rights, powers and easements so assigned, and such instrument when executed by such assignee shall without further act, release the Declarant from all obligations, duties and liabilities in connection therewith.

Section 6. Appointment Of Declarant As Attorney In Fact.

All Owners, their successors .and assigns hereby irrevocably appoint the Declarant as their agent and attorney-in- fact for the purpose of executing any document necessary to allow Declarant to do any thing which Declarant is entitled to do

under the terms of this Declaration.

Section 7. Additional Signatories.

The Parties who, in addition to the Declarant, sign this Declaration, hereby accept, adopt, confirm, ratify and subject their respective interests in the Subdivision to the easements, covenants and restrictions contained herein.

IN WITNESS WHEREOF, the undersigned, having obtained the consent of all parties with an ownership interest or security interest in the Subdivision have executed this Declaration on the 14th day of September, 1993 on the dates set forth in their respective acknowledgments.

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 14th day of September, 1993, by Lushman S. Grewal, who is the Vice-President of Singh General Corporation, General Partner of Singh II Limited Partnership, a Michigan limited partnership, on behalf of the partnership.