

**AMENDED AND RESTATED DECLARATION OF RESTRICTIONS
FOR SHADOW WOODS SUBDIVISION NO. 1 & NO. 2**

WHEREAS, the undersigned, Shadow Woods Subdivision Association, a Michigan nonprofit corporation, of 3128 Walton Blvd., PMB 102, Rochester Hills, MI 48309, hereinafter referred to as the "Association", being the legal entity which owns, maintains, preserves and administers the Common Areas (as hereinafter defined), desires to amend and restate the Declaration of Restrictions for Shadow Woods No. 1, recorded on November 30, 1978, in Liber 7382, Page 522 of the Oakland County Records, as amended by an Amendment to Declarations of Restrictions for Shadow Woods Subdivision No. 1 Providing for the Inclusion of Shadow Woods Subdivision No. 2, recorded on January 16, 1979, in Liber 7418, page 503, as further amended by amendments recorded in Liber 7459, page 136 and Liber 8792, page 167, Oakland County Records (collectively, the "Declaration"), as set forth herein.

WHEREAS, the Association administers the lands hereinafter described, and hereinafter referred to as "the Subdivision"; which is located in the City of Rochester Hills, Oakland County, Michigan, and more particularly described as:

Lots 1 through 238 inclusive of SHADOW WOODS SUBDIVISION NO. 1, of part of the West ½ of Section 8, T. 3 N., R. 11 E., Avon Township, Oakland County, Michigan, according to the plat thereof as recorded in Liber 160 of Plats, pages 30 through 35, Oakland County Records; and

Lots 239 through 419 inclusive, of SHADOW WOODS SUBDIVISION NO. 2, according to the plat thereof as recorded in Liber 163, pages 13, 14, 15 and 16, of Plats, Oakland County Records.

WHEREAS, Article VII, Section 4 of the Declaration provides for the Amendment of the Declaration by an instrument signed by not less than seventy-five (75%) percent of the lot Owners.

WHEREAS, the undersigned represent not less than seventy-five (75%) percent of the lot Owners in Shadow Woods Subdivision No. 1 and 2.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the undersigned, its successors and assigns, and all intending purchasers and future owners of the various lots comprising the Subdivision, the undersigned Association for itself, the Members (as hereinafter defined), and their respective successors and assigns does hereby publish, declare and make known to all intending purchasers and future owners of the various lots comprising the Subdivision, that the same will and shall be used, held, and/or sold expressly subject to the following conditions, restrictions, covenants 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 Subdivision and on their respective heirs, personal representatives, successors and assigns.

ARTICLE I

DEFINITIONS

Section 1. “**Association**” shall mean and refer to the Shadow Woods Subdivision Association, a Michigan Non-Profit Corporation, its successors and assigns.

Section 2. “**Owner**” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the Subdivision or alternatively, if the lot has been committed for sale by land contract or option agreement, the land contract or option agreement, the land contract purchaser or optionee thereof, but excluding those having any interest merely as security for the performance of an obligation.

Section 3. “**Common Area**” shall mean those areas of land within the Subdivision (including the improvements thereto) now or hereafter owned by the Association for the common use, benefit and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot within the Subdivision will include, but not necessarily be limited to, the following:

"Shadow Woods Park" and "Winter Park", of SHADOW WOODS SUBDIVISION NO. 1, according to the plat thereof as recorded in Liber 160 of Plats, pages 30 through 35, Oakland County Records; and

“Timberline Park (private park)”, of SHADOW WOODS SUBDIVISION NO. 2, according to the plat thereof as recorded in Liber 163 of Plats, pages 13 through 16, Oakland County Records.

Section 4. “**Constant Dollars**” means the value of the U.S. dollars to which such phrase refers, as adjusted from time to time. An adjustment shall occur on January 1 of the sixth (6th) calendar year following the date of this Declaration is recorded, and thereafter at five (5) year intervals. Constant Dollars shall be determined by multiplying the dollar amount to be adjusted by a fraction, the numerator of which is the Current Index Number and the denominator of which is the Base Index Number. The "Base Index Number" shall be the level of the Index for the month during which this Declaration is recorded; the "Current Index Number" shall be the level of the Index for the month of September of the year preceding the adjustment year; the "Index" shall be the Consumer Price Index for All Urban Consumers, Detroit-Ann Arbor-Flint, MI, All items published by the Bureau of Labor Statistics of United States Department of Labor (base year 1982-84=100), or any successor index thereto as hereinafter provided. If publication of the Index is discontinued, or if the basis of calculating the Index is materially changed, then the Association shall substitute for the Index comparable statistics as computed by an agency of the United States Government or, if none, by a substantial and responsible periodical or publication of recognized authority most closely approximating the result which would have been achieved by the Index.

Section 5. “**Declarant**” shall mean and refer to Biltmore Properties Company, a Michigan Co-Partnership, its successors and assigns.

Section 6. “**Lot**” shall mean and refer to any numbered lot shown on the recorded plat of the Subdivision and any future subdivisions hereafter annexed, to any building site

resulting from the combination of lots and to any building site resulting from a proper lot split of any lot.

Section 7. “Member” shall mean and refer to those persons entitled to membership in the Association, as provided in this Declaration.

ARTICLE II **ESTABLISHMENT AND DEDICATION**

Section 1. **Establishment of Non-Profit Corporation.**

There was previously established an association of Owners of lots 1 through 419, both inclusive, of the Subdivision, to be known as the “Shadow Woods Subdivision Association”. The Association has been organized as a Non-Profit 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 By-laws for the Association.

Section 2. **Dedication of Common Area.**

Declarant previously dedicates and conveyed to each Owner of a lot in the Subdivision a right and easement of enjoyment in and to the Common Area and hereby covenants that it will convey the Common Area to the Association free and clear of all liens and encumbrances. Title to the Common Area vest in the Association subject to the rights and easement of enjoyment in and to such Common Area 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. **Owner’s Easements of Enjoyment.**

The right and easement of enjoyment of each Owner in and to the Common Area shall be subject to the following prior rights of the Association:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use the Common Area by an Owner for any period during which any assessment against his or her lot remains unpaid; and for a period not to exceed sixty (60) days per. infraction for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of the members has been recorded, and provided further, that no such dedication or transfer or determination as to the conditions thereof shall be effective unless the prior consent thereto of the City of Rochester Hills by and through its City Council shall have first been obtained.

(d) The right of the Association to levy assessments, as set forth in Article V, below.

Section 2. Delegation of Use.

Any Owner may delegate, in accordance with the by-laws, his or her right of enjoyment to the Common Area and facilities to the members of his or her family, his tenants, or purchasers who reside on his or her lot.

Section 3. Easements.

The Association shall be permitted to enter upon those portions of any lot shown on the plat of the Subdivision as a Private Easement for Storm Drainage or Private Easement for Public Utilities, as may be necessary to repair, replace and maintain such areas.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership.

Every Owner of a lot shall be a Member of the Association. Membership in the Association is, and shall be, appurtenant and may not, be separated from, ownership of any lot. Notwithstanding the foregoing, the termination of any person's ownership interest in any lot, and the consequent termination of such person's membership in the Association, shall not relieve such person from any debt or obligation attributable to such lot which accrued or arose during the period such person was an Owner of such lot.

Section 2. Voting Rights.

All Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any one Lot.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

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

Each owner of a lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) annual general assessments or charges, and (2) special assessments. Such assessments shall be established and collected as hereinafter provided. The general and special assessments, together with interest thereon, late payment fees and 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, late payment fees and costs of collection thereof, including reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such lot at the time the assessment fell

due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Subdivision and in particular for the improvement and maintenance of the Common Area and other areas now or hereafter owned or administered by the Association, including, for example, any landscaping, facilities or amenities constructed thereon or used therein, any storm water detention area(s), sedimentation control area (s) and facilities, storm sewers (to the extent located outside of the road rights-of-way maintained by the City of Rochester Hills), greenbelts, landscaped berm areas, landscaped boulevard island located within roadways; walkways (whether located within or adjacent to the Common Area), street lighting and subdivision entrance and other areas (including, without limitation, entrance monuments, entrance monument lighting, street lighting, signs, landscaping, water features, and irrigation systems, if any); for the payment of water and electric bills associated with the foregoing, for planting and maintenance of trees, shrubs and grass; for construction, operation and maintenance of recreational facilities, if any; for providing community services; and for the protection of the Owners.

Section 3. Maximum Annual Assessment.

(a) For the 2009 calendar year the annual assessment shall be One Hundred Fifty (\$150.00) Dollars per lot owned by an Owner. Thereafter, except as provided by subsection b. below, the annual assessment for any calendar year may be increased to an amount which is not more than five (5%) percent greater than the previous year's annual assessment.

(b) The maximum annual assessment may be increased above the five (5%) percent increase permitted by subsection a. by a vote of two-thirds (2/3) of the Members who are voting in person or by proxy, at a meeting duly called for that purpose.

Section 4. Special Assessments.

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 construction, reconstruction, repair, replacement or maintenance of any improvement upon the Common Area and other areas, facilities and amenities which now or hereafter may be under the control of the Association, including without limitation those listed above in Section 2 of this Article, or for any other legal purpose desired by the Association, provided that, any such special assessment shall have the assent of two-thirds (2/3rds) of the votes of Members who are voting in person or by proxy at a meeting duly called for that purpose.

Section 5. Infrastructure Maintenance Fund.

In addition to the annual assessment discussed in Section 3 above, the Association shall establish an emergency fund to cover the cost of unbudgeted, emergency infrastructure repairs and replacements (the "Infrastructure Fund"). The Infrastructure Fund shall only be used for expenses incurred by the Association due to emergency repairs, replacements or similar activities (e.g. capital repairs and replacements of portions of the storm sewer system or removal of dead

or dying trees). The Infrastructure Fund shall be maintained by the Association at Twenty One Thousand (\$21,000.00) Dollars in Constant Dollars (the "Funding Level"). The Infrastructure Fund will receive its initial funding through an additional assessment of Twenty-Five (\$25.00) Dollars per Lot to be assessed as part of the 2009 and 2010 assessments. In the event the Association is required to utilize funds from the Infrastructure Fund so that it drops below the Funding Level, the Association shall, without the requirement of a further vote of the Owners, assess such additional amounts as may be necessary to reach the Funding Level, provided, however, in no event shall the Owners be assessed more than Twenty-Five (\$25.00) Dollars per assessment year for the Infrastructure Fund.

Section 6. Notice and Quorum for Actions Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article shall be sent to all Members not less than 15 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast ten (10%) percent of the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called-subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Rate of Assessment.

Both the general and the special assessments (including those for the Infrastructure Fund) shall be set on a calendar year basis by the Board of Directors at a uniform rate for the Owners of all lots and may be collected on a monthly, quarterly, or annual basis.

Section 8. Date of Commencement of Annual Assessments, Due Dates.

The Board of Directors shall endeavor to fix the amount of the annual assessment against each lot and to establish the assessment due date at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment and the due date shall be sent to every Owner subject thereto at least thirty (30) days prior to the assessment due date. Failure by the Association to send such written notice shall not permit any Owner to avoid paying the assessment, but shall delay such Owner's assessment due date until thirty (30) days following the date that such notice of assessment is eventually sent. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot shall be binding upon the Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments, Remedies of the Association.

Any assessment not paid in full within thirty (30) days following its due date shall bear interest from the due date at the rate of ten (10%) percent per annum and shall be subject to a late payment fee equal to fifteen (15%) percent of the amount of the assessment to cover the cost of collection by the Association, unless the Association, at its sole discretion, elects to waive either or both of said interest and late payment fee. In the event that the cost of collection, including attorneys fees, exceeds fifteen (15%) percent of the amount of the assessment, the Association

shall be entitled to collect the deficiency. The aggregate amount of the unpaid assessment, interest, late payment fee and deficiency shall be a lien against the lot corresponding to the unpaid assessment. The Association may bring an action at law against the Owner personally obligated to pay the assessment, interest, late payment fee and deficiency, and the Association may foreclose the lien against the lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his or her lot.

Section 10. Exempt Property.

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

Section 11. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein on any lot shall be subordinate to the lien of any first mortgage covering the lot. Sale or transfer of any lot shall not affect the lien of the assessments, however, the sale or transfer of any lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of the assessments, but shall not extinguish the Owners personal obligation for payment of assessments 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. Management Agent.

The Board of Directors of the Association shall be permitted to retain the services of a management agent, to aid them in administering and carrying out the purposes of the Association, and may utilize a portion of the Association assessments to pay such management agent a fee deemed reasonable by the board of Directors.

ARTICLE VI
BUILDING AND USE RESTRICTIONS FOR THE SUBDIVISION

Section 1. Use of Lots.

(a) All Lots shall be used for single residence purposes only, and no building of any kind whatsoever shall be erected, re-erected, moved, or maintained on any Lot except one detached single family dwelling and appurtenant buildings on each lot, as hereinafter provided. Such dwelling shall be designed and erected for occupation by a single private family. A private garage for the sole use of the respective owner or occupant of the lot upon which said garage is erected may also be erected and maintained. All portions of a Lot lying in front of the residential building shall be used for ornamental purposes only.

(b) Construction commenced on any house or on any addition or improvement thereto shall be substantially completed within one year from the date the construction commenced.

(c) All lot owners shall provide and maintain proper facilities to control storm water run-off onto adjacent properties and shall not block intentionally or inadvertently the natural drainage system.

(d) All Lots shall be landscaped. Each Lot shall have at least one tree and, at minimum, ground cover consisting of grass.

Section 2. Character and Size of Buildings.

(a) in the case of two-story, tri-level or quad-level homes, the total finished living area thereof shall not be less than 2,000 square feet except (i) on each of Lots 11 to 40 inclusive, the finished living area thereof shall not be less than 1,800 square feet and (ii) on each of Lots 113, 143 and 154, the finished living area thereof shall not be less than 1,400 square feet.

(b) in the case of ranch homes, the finished living area of the first floor shall not be less than 1,700 square feet except each of Lots 113, 143 and 154 the finished living area of the first floor shall not be less than 1,400 square feet.

(c) In the case of two-story, tri-level or quad-level homes, the finished living area of the first floor shall not be less than 850 square feet except (i) on each of Lots 11 to 40 inclusive, the finished first floor living area shall not be less than 725 square feet, and (ii) on each of Lots 113, 143 and 154, the finished first floor living area shall not be less than 650 square feet.

(d) All computations of square footage for determining compliance with the requirements hereof shall exclude garages, porches and terraces.

(e) All garages must be attached to the main dwelling. No garage shall provide space for less than two automobiles.

(f) Carports and basementless homes are specifically prohibited.

Section 3. Minimum Setback and Yard Requirements.

No building on any lot in the Subdivision shall be erected nearer than:

- (a) Thirty (30) feet from the front lot line; nor
- (b) Thirty-Five (35) feet from the rear lot line; nor
- (c) Twenty-Five (25) feet from the side lot line abutting a street on corner lots; nor
- (d) Seven (7) feet from one side lot line with a minimum total of fifteen (15) feet from both side lot lines as to lots 1 through 69 inclusive, 72 through 79 inclusive, 82 through 149 inclusive, 179 through 189 inclusive, 226 through 238 inclusive, only; nor
- (e) Ten (10) feet from each side lot line as to all lots not listed in subparagraph (d), above.

Approval of a variance by the City of Rochester Hills Zoning Board of Appeals permitting rear or side yards smaller than the above minimums shall be deemed a valid waiver of this restriction.

Section 4. Animals.

(a) No farm animals, livestock, poultry or wild animals shall be kept, bred or harbored on any lot, nor shall any animals be kept or bred for commercial purposes. Not more than three (3) domesticated animals commonly deemed to be household pets may be kept on any lot by the Owner and members of his household so long as such pets shall have such care so as not to be unreasonably objectionable or offensive to others due to noise, odor or unsanitary conditions.

(b) Any dog kept on a lot shall be kept either on leash or in a dog run or pen or within a Lot that is equipped with an electronic pet containment system. No pets shall be allowed to run loose or unattended. Unless otherwise approved in writing by the Association, no dog runs or pens shall be permitted to be erected or maintained unless they are solely 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. Dog runs or pens shall not exceed three hundred (300) square feet in area or four (4) feet in height. The exterior sides of a pen shall be landscaped with plantings to obscure the view thereof from adjacent lots, and such pen shall be kept and maintained in a clean and sanitary condition.

(c) No Owner shall cause, nor shall he permit or suffer any occupant of any lot which he owns, or his or their invitees or guests, to cause the molestation, harm or destruction of wild fowl or other wildlife on, in or over any portion of his lot. No Owner of a lot shall use or permit or suffer any occupant of any lot which he owns, or their invitees or guests, to use any B-B guns, bows and arrows, sling shots, firearms, air rifles or pellet guns on his or her lot.

Section 5. Wells.

No well shall be dug, installed or constructed on any lot.

Section 6. Sight Distance at Intersections.

No fence, wall, shrubbery, sign or other obstruction to vision which obstructs sight lines at elevations above thirty (30") inches from the established street grades shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25') feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 7. Easements.

(a) Easements for the installation and maintenance of utilities, underground television master antenna line, and underground sewage, water and drainage lines, and surface drainage swales, are reserved to the Association, its successors and assigns, as shown on the recorded plat, and also in, on, under and over a strip of land (6) feet in width on each side of, and along all rear and side lot lines. The use of all or a part of such easements may at any time or times hereafter be granted or assigned by the Association, its successors or assigns, to any person, firm, corporation, governmental unit or agency which furnishes such services or utilities. No building may be constructed or maintained over or on any easements; however, after the aforementioned utilities have been installed, planting, fencing, or other lot line improvements shall be allowed, so long as they 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 maintenance of the utilities or the underground drainage lines so installed, and/or for the installation of additional facilities.

(b) Private easements for public utilities have been granted and reserved on the plat of the Subdivision.

Section 8. Temporary Structures; Outbuildings.

No structure of a temporary character, no trailer, commercial vehicle, recreation vehicle, shack, garage, barn, tent, or other similar outbuilding may be used or occupied as a residence at any time, on any lot, either temporarily or permanently, except the following with permission of the Association (i) tents for entertainment purposes may be erected on any lot for periods not to exceed forty-eight (48) hours; (ii) an appurtenant swimming pool bathhouse may, be maintained on any lot;; and (iii) a temporary storage building for the storage of materials and supplies to be used in connection with the construction of a dwelling on any lot may be kept and maintained on any lot during the period of such construction.

Section 9. General Conditions.

(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 for more than twenty-four (24) hours in any one week.

(b) All vehicles must be parked in the garage or the driveway. No house trailers, commercial vehicles or trucks weighing in excess of two and one-half (2-1/2) tons empty,

boats, boat trailers, camping vehicles or camping trailers or vehicles in disrepair or in the process of being repaired may be parked on or stored on any lot, unless stored fully enclosed within a garage. Notwithstanding the foregoing, such vehicles and trailers may be temporarily stored in the driveway for no more than twenty-four (24) hours to allow them to be prepared for use or winterized for storage. Commercial vehicles and trucks shall not be parked in the Subdivision, or on any lot therein, except while making normal deliveries or pickups in the normal course of business.

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

(d) All homes in the Subdivision shall be equipped with electric garbage disposal units in the kitchen.

(e) The grade of any lot or lots in the Subdivision must be maintained in accordance with the grading plan on file with the City of Rochester Hills.

(f) No “through the wall” air conditioners may be installed on the front wall or in any front window of any building.

(g) No outside compressors for central air conditioning units may be installed or maintained in such a manner so as to be visible from the street, or which creates a nuisance to the residents of adjacent dwellings.

(h) No above-ground swimming pools which project eighteen (18) inches or more above the lot grade on any side will be permitted on any lot, except that children's wading pools which do not exceed a height of eighteen (18) inches above the lot grade at the top of the retaining wall, cover not more than 125 square feet of ground surface, use no filtering equipment and are of a type that can be readily emptied, may be used during the period from June 1st through September 1st of any year.

(i) No satellite dishes or exterior TV or radio antennas more than 18” in height or diameter and must be attached to the home.

(j) All roofing material shall be cedar shakes, cedar shingles, metal shingles, earhtone concrete tile, asphalt shingles or as otherwise approved by the Association.

(k) All driveways shall be constructed of concrete or commercially sold brick or concrete pavers unless written approval for some other material is approved the Association.

(l) Heat pumps, propane tanks, solar devices, chimney flues, hot tub pumps, swimming pool pumps and filtration systems, satellite dishes, air conditioning units and similar mechanical devices shall be aesthetically concealed from view on all sides and shall be located and shielded in such a manner as to minimize noise and safety concerns.

Section 10. Lease Restrictions.

No owners of any lot shall lease and/or sublet less than the whole of any dwelling on any lot.

Section 12. Exterior Surface of Dwellings.

The visible exterior walls of all dwelling structures built on any lot shall be made of wood, brick, brick veneer, aluminum siding, steel siding, vinyl siding and/or stone, provided, however, aluminum siding or vinyl siding is permitted only on exterior walls on the second story of a dwelling structure. Stucco, and/or ledge rock may also be used, so long as any or these materials alone or in combination do not exceed fifty (50%) percent of the total of all visible exterior walls. The use of cement block, slag, cinder block, imitation brick, asphalt and/or any type of commercial siding is expressly prohibited. Windows and doors shall not be included in calculating the total area of visible exterior walls. The visible exterior walls of all dwelling structures shall be well maintained and no underlying boarding shall be visible for an extended period of time.

Section 13. Fences.

(a) No fence, wall or solid hedge may be erected, grown or maintained in front of or along the front building line of any lot; provided, however, that low ornamental fencing along the front lot line in architectural harmony with the design of the house, may be erected. The side lot line of each corner lot which faces a street shall be deemed to be a second front building lot line and shall be subject to the same restrictions as to the erection, growth or maintenance of fences, walls or hedges as is hereinbefore provided for front building lines.

(b) No fence or wall may be erected or maintained on or along the side lines of any lot, and/or on or along the rear line of any lot, except fences which are required by local ordinance to enclose swimming pools, or are otherwise required by the City of Rochester Hills. All such fences shall be maintained in a safe and secure manner.

(c) No enclosures, fences or hedge rows shall be permitted to separate the rear of any yard from an abutting Common Area.

Section 14. Signs.

No sign or billboard shall be placed, erected, or maintained on any lot except:

(a) One sign advertising the lot, or the house and lot for sale or lease, which said sign shall have a surface of not more than five (5) square feet, and the top of which shall be not more than three (3) feet above the ground; provided, however, that such sign shall have been constructed and installed in a professional manner; and

(b) Political signs erected in compliance with the applicable City of Rochester Hills Ordinance.

Section 15. Destruction of Building by Fire, etc.

Any debris resulting from the destruction, by fire or otherwise, 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 condition. Each Owner shall prevent such Owner's lot, and any dwelling, appurtenant structure or other improvement thereon from becoming unsightly or unkempt, or from falling into a state of disrepair.

Section 16. Trash Hauler

The Association shall, from time to time, adopt reasonable regulations regarding the collection of rubbish and trash, including yard waste and recyclable items, by private waste haulers, including the following specific powers:

- (a) Select and authorize an exclusive trash hauler for the Subdivision;
- (b) Enter into an exclusivity agreement with a trash hauler;
- (c) Establishment of a single day per week for the collection of household trash, yard waste, and recyclable materials;
- (d) Solicitation of bids from private waste haulers for regular trash, recycling and yard waste on behalf of the Members;
- (e) To review and adopt reasonable and non-discriminatory regulations regarding construction dumpsters, special trash pick-ups, landscape debris hauling, or other construction related trash or debris hauling;
- (f) The establishment of a requirement on Members who choose to contract for waste hauling to contract with the single waste hauler selected and authorized by the Association; and
- (g) The power and authority to grant temporary exceptions to the requirement of contracting with the waste hauler selected and authorized by the Association.

Section 17. Landscaping.

(a) Each Owner of a lot, shall at all times comply with all erosion control imposed by any governmental agency having jurisdiction in order to protect the sedimentation and storm water basins, and to keep the streets, sewers, and sedimentation and detention basins in and around the Subdivision free of silt, dirt and debris. Compliance with such erosion control measures shall be required by the Owners at all times during their ownership of a lot, whether prior to, during or following construction of a residence on the lot and landscaping of the lot.

(b) Upon the completion of a residence on any of the lots the Owner thereof (and the word "Owner", as used in this connection, is intended to mean the party who purchases a residence from the builder thereof, and each subsequent purchaser) shall, weather permitting, cause all portions of the lot owned by him to be finish-graded and seeded or sodded and suitably landscaped as soon after the first to occur of (i) the Owner taking occupancy of the house or (ii) the completion of construction. The lot and the drainage ditch, if any, contiguous, to each lot shall be kept free of weeds by the Owner thereof.

(c) Should any Owner fail to comply with the obligations imposed by this Section 17, or fail to maintain the lawns, trees, berms or shrubbery on his lot in good order repair in accordance with "good property management", then the Association may serve written notice upon the Owner setting forth the manner in which the Owner has so failed. In the event that the deficiency of maintenance, repair or replacement stated in such notice is not cured within fifteen (15) days following the date of such notice, the Association shall be authorized and permitted

and is hereby granted an easement to enter the lot for the purpose of curing the deficiency. If, following the cure of the deficiency, the deficiency reoccurs and/or persists, the Association shall be authorized and permitted to enter the lot as often as is reasonably required for the purpose of assuring compliance with the obligations imposed by this Section 17 and/or continually maintaining in good order and repair the lawns, trees, berms and shrubbery on the lot, which right of the Association shall continue until such time as the Association shall reasonably determine that the owner of the deficient lot is willing and able to reassume the maintenance responsibility.

The actual cost incurred by the Association for such compliance, maintenance, repair and replacement, plus an administrative fee equal to twenty (20%) percent of such cost, shall be payable by the owner to the Association within ten (10) days following such date as the Association sends the owner a bill therefor. If the amount billed is not paid within such ten (10) day period, the unpaid amount shall be a charge to and recorded as a lien against the lot, shall be a continuing lien upon the lot, and shall be treated as an additional assessment against the lot subject to treatment in accordance with the provisions of this Declaration controlling and affecting such assessments, including without limitation those stated in Article V of this Declaration.

ARTICLE VII
RESTRICTIONS ON THE USE OF COMMON AREA

Section 1. Motor Vehicles.

All vehicles propelled by a motor, whether electric, gas or otherwise, other than those used for maintenance purposes, including but not limited to snowmobiles, all-terrain vehicles, motorcycles, dirt bikes, mopeds, automobiles, trucks and vans are expressly prohibited from operation or stored in the Common Area.

Section 2. Prohibited Structures.

No wall, platform, building or structure may be constructed in the Common Area without the prior written consent and approval of the Association and all governmental agencies having jurisdiction.

Section 3. Pollution.

No Owner shall throw trash, refuse, or rubbish of any kind in the Common Area.

Section 4. Pets.

No Owner shall allow his dog or other pet to run loose in the Common Area.

Section 5. Use of Common Area.

No Owner shall permit or suffer the use of the Common Area for any commercial purposes. All activities in the Common Area shall be carried on in such a manner as not to be disturbing or offensive to other Owners.

Section 6. Wildlife.

No Owner shall cause, nor shall he permit or suffer any occupant of any lot which he owns, or his or their Invitees or guests, to cause the molestation, harm or destruction of wildlife, ducks, geese, birds or other wildlife on, in or over the Common Area. No Owner of a lot shall use, nor shall he permit or suffer any occupant of any lot which he owns, or his or their invitees or guests, to use any B-B guns, bow and arrow, sling shots, firearms, air rifles, pellet guns or other weapons within the Common Area.

Section 7. Liability.

The Association shall maintain liability insurance in sufficient amounts for the purpose of protecting itself as well as the Owners from the burden of liability resulting from accidents which may cause death or injury to anyone while in the Common Area or other property under the jurisdiction, ownership or control of the Association.

Section 8. Published Rules.

The Association shall also be permitted to publish such reasonable rules and regulations consistent herewith governing the use of the Common Area and/or as shall contribute to the overall safety and well being of the Subdivision residents.

ARTICLE VIII
ASSESSMENT OF FINES

Section 1. General.

The Association, acting through its duly constituted Board of Directors, shall be permitted to assess monetary fines against any owner in the event that the Owner or his tenants, guests, family or invitees shall violate any of the provisions of this Declaration or any of the rules and regulations duly established by the Association. Such Owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guest, tenants or invitees.

Section 2. Procedures.

Upon any such violation being alleged by the Association Board of Directors, the following procedures shall be followed:

(a) **Notice.** Notice, of the violation, including the provision of this Declaration or the rules or regulations violated, together with a description of the factual nature of the alleged offense shall be sent, by first class mail, postage prepaid, or shall be personally delivered to the Owner.

(b) **Opportunity to Defend.** The offending Owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting or a special meeting called to hear the evidence, but in no event shall the Owner be required to appear less than ten (10) days from the date of the notice.

(c) **Default.** Failure to respond to the notice of violation constitutes a default.

(d) **Hearing and Decision.** Upon appearance by the Owner before the Board and presentation of evidence of defense, or, in the event of the Owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision shall be final.

(e) **Ongoing Noncompliance.** Should a violation of the provisions of this Declaration or any of the rules and regulations duly established by the Association continue after following the procedures set forth in this Article VIII, Section 2, for a period of more than thirty (30) days, the Association may initiate an action for a separate violation.

Section 3. Amounts.

Upon a finding by the Board that a violation has occurred, the following fines shall be levied against the offending Owner:

(a) **First Violation.** No fine shall be levied.

(b) **Second Violation.** A Fifty Dollar (\$50.00) fine shall be levied.

(c) **Third Violation.** A Seventy-Five Dollar (\$75.00) fine shall be levied.

(d) **Fourth Violation and Subsequent Violations.** One Hundred Dollar (\$100.00) fines shall be levied.

In addition to such fines, the Owner, at the option of the Board, shall be subject to the suspension of his voting right, and of his right to use the Common Areas for a period not exceed sixty (60) days per violation. All of the forgoing fine amounts shall be in Constant Dollars.

Section 4. Collection.

The fines levied pursuant to Section 3 above shall be assessed against the Owner similar to the annual Association assessments and shall be due and payable to the Association the first day of the next following month. Failure to pay the fine when due shall subject the offending owner and his lot(s) to all of the liabilities set forth above in Article V, Section 8.

ARTICLE IX GENERAL PROVISIONS

Section 1. Enforcement.

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

Section 2. Severability.

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

Section 3. Amendment.

The covenants and restrictions 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 successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by a recorded instrument signed by not less than seventy (70%) percent of the Owners and thereafter by an instrument signed by not less than sixty (60%) percent of the Owners.

Section 4. Liability of Board Members.

Neither any Member of the Board shall be personally liable to any Owner, or to any other party, for the damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the Board or any other representatives or employees of the Association.

IN WITNESS WHEREOF, the undersigned, representing more than seventy-five (75%) of the parties with an ownership interest in the lots in the Subdivision have caused these presents to be executed on this ____ day of _____, 2008.

IN THE PRESENCE OF:

IN THE PRESENCE OF:

**THIS INSTRUMENT DRAFTED BY AND
AFTER RECORDING RETURN TO:**

Brian H. Holt, Esq.
Miller, Canfield, Paddock and Stone, P.L.C.
840 West Long Lake Road, Suite 200
Troy, MI 48098-6358

BHLIB:554537.6\000000-00000