

AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS FOR
ROCHESTER GLENS SUBDIVISION

This Amended and Restated Declaration of Restrictions ("Declaration") is made this 15th day of December, 1986, by the ROCHESTER GLENS HOMEOWNERS ASSOCIATION, A Michigan Non-Profit Corporation ("Association").

WITNESSETH:

WHEREAS, the Rochester Glens Subdivision is a tract of land located in Section 22, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan, as recorded in Liber 145, Pages 23 through 25, Oakland County Records (hereinafter referred to as the "Subdivision"); and

WHEREAS, the Subdivision exists for the development of single family residential homes; and

WHEREAS, the Subdivision includes certain areas for the common use and enjoyment of owners and residents of residential properties within the Subdivision (hereinafter referred to as the "Common Area"); and

WHEREAS, League Housing Foundation ("Grantor"), as owner of the Subdivision, on May 14, 1975 recorded in Liber 6514, Pages 200 through 210, Oakland County Records its Declaration of Restrictions for Rochester Glens Subdivision ("Restrictions"), which Restrictions were from time to time thereafter amended in writing by Grantor; and

WHEREAS, the Restrictions, as so amended, authorize the owners of property representing not less than two-thirds ($\frac{2}{3}$) of the total lots of the Subdivision to amend the Restrictions by written instrument executed by said owners and recorded in the office of the Register of Deeds for the County of Oakland at any time after January 1, 1985; and

WHEREAS, the purpose and intention of this Declaration is to amend and reinstate the Restrictions, as heretofore amended, pursuant to and in accordance with that authorization;

NOW THEREFORE, IT IS HEREBY DECLARED that the following restrictions and conditions are covenants running with the land, binding upon the heirs, personal representatives, successors and assigns of the grantees of all individual lots and other parcels contained within the Subdivision.

PART A: RIGHTS IN COMMON AREA: ASSOCIATION

1. Rochester Glens Homeowners Association ("Association") shall be organized as a non-profit corporation for a perpetual term under the laws of the State of Michigan. The Association shall have such powers as are granted to it by these restrictions and as shall be set for in its By-Laws.
2. Membership in the Association shall be mandatory for every person or entity ("member") who or which is a record owner of an undivided fee interest in any lot under the jurisdiction of the Association; provided, however, that any owner who has sold his interest under executory land contract shall not be a "member" during such time as such

land contract is in force, but the land contract vendee shall be considered to be the member of the Association.

3. Members shall be entitled to one vote for each lot in which they hold the interest required for membership. When more than one person holds any such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one lot.
4. The Grantor through the Restrictions has dedicated and conveyed to each member a right and easement of enjoyment in and to the Common Area. That easement is not personal, but is considered to be appurtenant to each lot and will pass with the title to that lot, whether specifically set forth in deeds to that lot or not. The Association will hold fee simple title to the Common Area subject to easements and restriction of record.
5. The Association shall be obligated to pay all taxes and assessments on the Common Area and to maintain the Common Area and all other parks, commons, easements or other property within the Subdivision. This obligation specifically includes the maintenance of landscaping and entrance monuments as described in Section 14 (d). Any such obligation may be endorsed by any member of the Association or any other property owner within the Subdivision.
6. The Common Area shall be maintained as an open space area subject to the rights of the Detroit Edison Company as set forth in a document entitled "Partial Release of Right of Way", as executed on August 15, 1969, and recorded in Liber 5407, Page 129, Oakland County Records. This "Partial Release of Right of Way" recognizes that the Detroit Edison Company possesses a right of way for the purpose of constructing, operating and maintaining its lines for the transmission and distribution of electricity upon, over and across the Common Area. The Association shall not permit the use of the premises so as to violate the right of the Detroit Edison Company; to that end, no buildings or structures shall be placed within the Common Area. Subject to the foregoing, the Common Area may be used for recreation, hiking, nature study, picnicking or other uses for the benefit of the members of the Association, which such uses may be determined by the Association in accordance with this Declaration.
7. All residents of properties under the jurisdiction of the Association, and all guests accompanying said residents, shall have equal access to the Common Area.

PART B: ANNUAL DUES

8. Those members holding an ownership interest in each lot in the Subdivision shall be assessed Annual Dues in an amount established by the Association and adjusted from year to year as the need in its judgment requires. In no event shall such a charge be less than \$10 or more than \$75 per lot except by the approval and consent in writing or fifty-one percent (51%) of the members of the Association, which approval and consent shall make any such additional assessment binding upon all of the owners of property in the Subdivision.
9. Monies collected from the Annual Dues shall be used for such purposes as the Association determines necessary and advisable for the general welfare of its members,

including but not limited to: improving and maintaining the Common Area and any other property of the Association, or the roadways and entry-ways of the development; planting and maintaining trees and shrubbery; removing grass or weeds; employing security; purchasing insurance; purchasing bookkeeping services (related to maintaining Association finance records); payment of expenses incident to the examination of plans and the enforcement of these restrictions or any other building restriction applicable to said property; or for any other purposes for which the Association is incorporated.

10. Annual Dues shall be due and payable to the Association on the first day in January of the year for which they are assessed. Annual Dues not paid by the first of April in the calendar year for which they are assessed shall be deemed delinquent and thereafter shall be subject to interest charges calculated at the rate of seven percent (7%) per annum.
11. The Annual Dues shall be a lien and encumbrance on the lot with respect to which said charge is made. By the acceptance of title to any lot the owner (not including thereby any mortgagee as long as he is not the owner), from the time of acquiring title thereto, shall be held to have covenanted and agreed to pay to the Association all charges provided for herein which were then due and unpaid to the time of his acquiring title, and all such charges thereafter falling due during his ownership thereof. A certificate in writing setting forth the payment status of current and prior year Annual Dues shall be issued by the Association upon written request therefore and may be relied upon by any prospective lot owner.
12. The lien provided for herein shall be subordinate to the lien of any previously recorded mortgage or mortgages. The sale or transfer of any lot shall not affect the assessment lien, except that the sale or transfer of any lot pursuant to a power of sale by advertisement or a decree of foreclosure under any mortgage which has priority over this assessment lien shall extinguish the lien of such assessment as to Annual Dues payments which became due prior to such sale or transfer (but not for any assessments thereafter coming due or from the lien thereof).
13. By his acceptance of title each owner shall be held to vest in the Association the right and power in its own name to take and prosecute all suits, legal, equitable or otherwise, which may in the opinion of the Association be necessary or advisable for the collection of delinquent Annual Dues payments.

PART C: RESTRICTIONS

14. Uses of Property

- a. All lots in the Subdivision shall be used for residential purposes only and no building or structure of any kind whatsoever shall be erected, re-erected, moved or maintained thereon except for one single family dwelling for residential purposes and a private attached two-car garage for the sole use of the owner, purchaser or occupant. A "family" shall mean one person or a group of two or more persons, living together, related by consanguinity, marriage, common law marriage, or legal guardianship or adoption. Occupation or continuous use of any lot in the Subdivision by a governmental unit, by a club, fraternity, sorority or

other social organization or by any other group of persons not constituting a family is strictly prohibited.

- b. No lot in the Subdivision may be used for commercial or business purposes.
 - c. House trailers, mobile homes, motor homes, campers, boats, canoes, snowmobiles, trailers of any kind or commercial vehicles shall not be stored or parked on any lot except within a private attached garage.
 - d. The Association reserves the right to construct, maintain and/or replace entrance markers on lots 12, 13, 62 and 63 within the Subdivision. For this purpose, the Association shall have the right, but not the obligation, to enter upon any of those lots and to maintain the area around the entrance marker in the event that the owner of that lot fails to maintain the premises in an aesthetic manner reasonably satisfactory to the Association.
 - e. No lot in the Subdivision may be divided.
15. Character, Size, and/or Locations of Buildings and Structures
- a. No building or other structures (including without limitation a swimming pool, fence or similar device) shall be commenced or erected, nor shall any addition or exterior alteration to any building or other structure be made, until plans and specifications showing the nature, kind, dimensions materials, color scheme, location on lot and approximate cost of such structure and the grading plan of the lot to be built upon has been submitted to and approved in writing by the Association. A copy of said plans and specifications as finally approved must be lodged permanently with the Association.
 - b. In approving any such building or structure, or any such addition or exterior alteration, the Association may require suitable screening with adequate shrubs, landscape materials or other modifications. Patio screens may be approved provided that said patio screen is attached to the rear of the main structure, does not exceed six feet in height, 16 feet in depth and 32 feet in width. No fence shall be permitted in the front yard or in either side yard except an ornamental fence not exceeding 3 feet in height. The front and side yards shall include all of that area from the front lot line back to the rear corner of the building closest to each side lot line. Rear yard enclosures are prohibited. Above ground pools are expressly prohibited. A fence will be permitted to be erected around any privately owned in ground swimming pool as a safety precaution and/or in accordance with the municipal ordinance regulating the construction and use of swimming pools.
 - c. The Association may disapprove any such plan, specification or grading plan, which in its opinion is not esthetically unsuitable or desirable or which is otherwise inconsistent with the character of the Subdivision; and in so passing upon such plan, specification or grading, the Association shall have the right to consider the suitability of the proposed building or other structure for its proposed site, including without limitation the extent to which its nature, dimensions, materials, color scheme, location on lot, and approximate cost are in harmony with adjacent or neighboring properties. It is understood and agreed that the purpose of this paragraph is to cause the Subdivision to be developed into a

beautiful, harmonious, private residential area, and if a disagreement on the points set forth in this paragraph should arise, the decision of the Association shall control.

- d. In the event that the Association shall fail to approve or disapprove any such plans within 30 days after the same shall have been delivered to the Association, such approval will not be required provided the plans and location on the lots otherwise conform to these restrictions and any zoning law applicable thereto.
- e. No dwelling shall be commenced or erected on any lot in the Subdivision unless:
 - (1) in the case of a one-story building (ranch) the square footage shall not be less than 1,696 square feet;
 - (2) in the case of a two-story building, the square footage shall not be less than 1,734 square feet;
 - and (3) in the case of a tri-level, the square footage shall not be less than 1,717 square feet.The minimum square footage restrictions set forth in (1), (2) and (3) above shall not apply to the two homes presently constructed on lots 114 and 115, and shall not apply to those dwellings which may be constructed on lots along and abutting Livernois Road nor to Lots 63, 64, 65, 66, and 67, all of which may be 100 square feet less than the minimum square footages set forth in (1), (2) and (3) above.

16. Building Lines

No building on any of said lots shall be erected nearer than 30 feet to the front lot line; or nearer than 10 feet to a side lot line; or nearer than 30 feet to a side line bordering on any street; or nearer than 35 feet to the rear lot line.

17. Animals

No chickens or other fowl, horses or livestock shall be kept or harbored on any of the said lots. No animals other than household pets of the occupants of any dwelling thereon may be kept or maintained on any lot. No animals shall be kept on the premises for any commercial use. Household pets shall have such care as not to be objectionable or offensive on account of noise, odor or unsanitary conditions. Animals may be declared nuisances by the Association and must be removed within 30 days if so requested in writing by the Association.

18. Signs

No sign or billboard shall be placed or maintained on any lot, except one sign advertising the lot or house for sale or lease, which shall have not more than 6 square feet of surface and the top of which shall be 3 feet or less above the ground; provided, however, such other signs may be erected and maintained on lots as are permitted by written consent of the Association or by municipal ordinance.

19. Refuse

No refuse pile or other unsightly or objectionable materials shall be allowed on any lot unless the same shall be properly concealed. Refuse, ashes, building materials, garbage and debris of any kind shall be cared for in such manner as not to be offensive to neighboring property owners.

20. Nuisances

No noxious or offensive activity shall be carried on or permitted upon any lot, nor shall anything be done thereon which is or may be an annoyance or nuisance to

adjacent or other owners. All appurtenances shall conform to any and all regulations of each governmental agency having jurisdiction thereover.

21. Easements

Easements and rights of way have been reserved by the Grantor as shown on the recorded plat. In addition to the above, the right to grant additional easements and rights of way has been reserved by the Grantor in and over a strip of land as designated in the recorded plat along all rear and side lot lines wherever it may be deemed necessary for the installation or maintenance of telephone or electric poles, lines or conduits or sewer, gas lines or water mains, for drainage purposes, or for the use of any other public utility, or for such other purposes incidental to the development of the Subdivision as are deemed necessary or advisable by the Association. The use of all or part of such easements and rights of way may be granted or assigned at any time hereafter by the Association to any person, firm, governmental unit or agency or corporation furnishing any such services.

22. Weapons

No lot owner shall use, or permit the use of, any firearms, air rifles, pellet guns, B B guns, bows or arrows or other similar dangerous weapons, projectiles or devices on his lot, or anywhere on or about the Subdivision.

PART D: GENERAL

23. Remedies in Event of Default

- a. The Association may recover damages at law for, or proceed in equity to restrain, the violation of any restriction or condition or the breach of any covenant or agreement herein contained; and may enter upon the land as to which such violation or breach exists, summarily to abate and remove, at the expense of the owner thereof, any erection, sign, thing or condition that may exist contrary to the intent and meaning of the provisions hereof. The Association shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.
- b. In any legal proceeding arising because of an alleged violation of this Declaration, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees (not limited to statutory fees) as may be determined by the court.
- c. Failure by the Association to enforce the provisions of this Declaration shall not constitute a waiver of the right of the Association to enforce such provisions in the future.

24. Duration and Amendment

All the restrictions, conditions, covenants, charges and agreements contained herein shall continue in force until January 1, 2000, and shall automatically be continued thereafter for successive periods of ten (10) years each; provided, however, that the owners of property representing not less than two-thirds ($\frac{2}{3}$) of the total lots of the Subdivision may amend these restrictions by written instrument executed by said owners and recorded in the office of the Register of Deeds for the County of Oakland.

Each restriction contained herein is intended to be severable and in the event that any one covenant or restriction is for any reason held void, it shall not affect the validity of the remaining covenants and restrictions.

WITNESSED BY

[signature]

Claudia B. Bryant

[signature]

Bradley T. Lewer

[signature]

Thomas Waggoner

as attorney in fact for the Association members listed on the attached Exhibit A

STATE OF MICHIGAN
COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this 11 day of JUNE, 1987, by Thomas Waggoner, as attorney-in-fact for the Association members listed on the attached Exhibit A.

[signature]

Notary Public

Oakland County, Michigan

Acting in Oakland County

My Commission Expires: 3/28/89

David E. Bryant

Drafted By and When Recorded Return To:

Rochester Glens Homeowners Assoc.

% John Vala

816 Dahlia Ln.

Rochester, Michigan 48063