
**DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS
FOR NORTH OAKS - A SINGH DEVELOPMENT NO. 3**

THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR NORTH OAKS – A SINGH DEVELOPMENT NO. 3 ("Declaration") is made _____, 2005 by Singh IV Limited Partnership, a Michigan Limited Partnership, whose address is 7125 Orchard Lake Road, Suite 200, West Bloomfield, Michigan 48322 ("Declarant").

PRELIMINARY STATEMENT

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 No. 3 (the "Property").

Declarant has deemed it desirable for the efficient preservation of the values and amenities in the Subdivision 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.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the Declarant, its successors and assigns and for all intended purchasers and future Owners of the various Lots comprising the Subdivision, 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 Subdivision, 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 Subdivision 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 as follows:

- a. "Association" shall mean and refer to North Oaks 3 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 all storm drainage and detention systems (not including storm leads from individual Lots that connect to storm mains), the private street lighting system serving the Subdivision, those private easements as identified on the Plat, as well as 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 Areas shall initially include both

Acorn Park and Glen Park, as shown on the Plats, as well as the Retaining Walls.

e. "Declarant" shall mean and refer to Singh IV Limited Partnership, a Michigan Limited Partnership and its successors and assigns.

f. "Declaration" shall mean and refer to this Declaration of Easements, Covenants and Restrictions and any amendments hereto.

g. "Lot" shall mean and refer to any numbered lot shown on the recorded plat of the Subdivision 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 Person who is the record owner of the fee simple title to any Lot which is a part of the Subdivision. When more than one Person has an interest in the fee simple title to a Lot, the collective interest of all such Persons 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. "Person" shall mean an individual, corporation, governmental authority or agency, business trust, estate, trust, partnership, association, limited liability company, two or more persons having a joint or common interest, or any other entity.

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

k. "Retaining Walls" shall mean those two 6 foot high retaining walls to be located on Acorn Park, as well as that retaining wall to be located on Glen Park, but specifically excluding all or any part of any retaining wall located on any other Lot.

l. "Subdivision" shall mean and refer to Lots 100 through 107 inclusive, Acorn

Park and Glen Park of North Oaks -- A Singh Development No. 3.

ARTICLE II

ESTABLISHMENT AND DEDICATION

Section 1. Establishment of Nonprofit Corporation.

There is hereby established an association of Owners of Lots 100 through 107 inclusive of the Subdivision, to be known as the North Oaks 3 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. 3 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. Conveyance of Common Areas.

The Declarant covenants that within five (5) 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.

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. Limitation 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 the 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.

d. The right of the Association to repair, maintain, modify, any part of the Common Areas, as well as the Association's right to restrict access to the Common Areas in connection with said repairs, maintenance or modification.

e. The Association's right to impose reasonable rules and restrictions pertaining to the access and use of the Common Areas.

f. Any other rights of the Association as set forth in this Declaration.

Section 3. Declarant's Rights to Dedicate or Transfer Property.

The Declarant reserves the right to dedicate 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 required by law or in the best interests of the Subdivision as determined by the Declarant and approved by the City of Rochester Hills.

Section 4. Delegation of 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, and/or the tenants who reside on the Owner's Lot, subject to this Declaration, the Bylaws and any rules and regulations promulgated pursuant to either of them.

Section 5. Easements.

1. The Declarant hereby dedicates and reserves the following utility easements:

a. Easements for the construction, 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, Retaining Walls and any other improvements which would serve the Subdivision as shown on the Plat, in, on, under and over the Common Areas. 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 private easement for Storm Sewer, Stormwater Detention and Surface Drainage is granted and reserved as shown on the Plat.

d. An easement for relocation of watermains owned by the city of Rochester Hills.

2. The Declarant hereby dedicates and reserves a general right and easement for the benefit of the Declarant and the Association, its directors, officers, agents and employees to enter upon any Lot or any portion of the Property in the performance of their respective duties, including a permanent and irrevocable easement over each Lot and the Property for the operation, maintenance, service and repair of the Common Areas and Lots as set forth herein, and for access, ingress and egress, vehicular or pedestrian, over all such areas designated for such purposes as may be necessary or convenient to conduct such operation, maintenance, service or repair.

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.

3. The 25' landscape easement, shown on the Plat on lots 104, 105 and 107, shall be maintained by each respective homeowner. No buildings or permanent structures shall be permitted within the easement area with the exception of retaining walls for any necessary grade adjustment.

Section 6. Entryway, Signage and City Sidewalk

The Declarant reserves the right to construct, now or in the future, as well as own,

maintain, and illuminate a sign or other monument at the entrances of the Subdivision, and to maintain an easement for such sign or monument. The Declarant shall procure the necessary sign and building permits from the Rochester Hills Building Department prior to installation. If the sign or monument is dedicated to the Association, the sign, monument or any replacement sign or monument shall continue to bear the same inscription in prominent letters and it shall become the responsibility of the Association to maintain and illuminate same. Declarant further reserves the right to own and maintain an easement for landscaping and/or monument wall to be located at the entrance of the Subdivision. 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. The Declarant shall install all common area City bike path and sidewalk, per approved construction drawings, at the Dutton Road entry and in front of Glen Park prior to City acceptance of the Subdivision roads.

Section 7. Additional Lands. The Declarant reserves the right to transfer and dedicate to the Association lands which are contiguous to the Subdivision, 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 no less than one

(1) and no more than three (3) 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 seven of the Lots 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 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 a writing signed by all Co-Owners 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 for the Michigan Non Profit 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 therefore, 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 eleven percent (11%) interest thereon (unless and until changed by the Directors of the Association), 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 eleven percent (11%) (unless and until changed by the Directors of the Association), 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 became 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 Assessments.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, welfare, common benefit and enjoyment of the Owners of the Subdivision, and in particular for the improvement and maintenance of the drainage easements, maintenance of the Common Areas now or hereafter owned by the Association including the Retaining Walls, for the payment of taxes and special

assessments related 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 recreation facilities; for caring for vacant Lots, including Outlots; for maintaining drainage facilities which service the Subdivision whether inside or outside of the Subdivision boundaries; for providing community services; for obtaining insurance for the protection of the Owners; for maintaining, illuminating and replacing any entryway sign, monument, monument wall and landscaping; for maintaining and replacing street 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 of 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 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 One Thousand (\$1,000.00) 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 if needed to meet required maintenance and operating expenses.

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 One Thousand (\$1,000.00) Dollars for working capital, which shall be payable upon closing to the Association.

Section 6. Special Assessments for Acquisition 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, including but not limited to the Retaining Walls, 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

authorized under Section 4 and 6 of this Article. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty-one (51%) 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. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. Notice of Annual Assessments and Due Date.

The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period and determine whether the annual assessment will be payable on a monthly, quarterly, semi-annual or annual basis. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. 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 is 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 within thirty (30) days after the due date shall accrue interest at the rate of eleven percent (11%) from the due date (unless and until changed by the Directors of the Association). The Association may bring an action against the Owners personally obligated to pay the same and/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 mortgage granted by an Owner to any institutional lender. 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 Common Areas, or fails to maintain such Common Areas, and it becomes necessary for the City of Rochester Hills to incur expenses related to maintenance of such 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, Private Retaining Wall, deck, swimming pool, outbuilding, drainage structure or other structure 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"). Plans for typical model homes can be submitted for approval and such approval will be considered acceptable for all homes built in the subdivision that are the same as the approved model home. The Committee shall be composed of one or more 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. The Committee's review and decision is based upon subjective, aesthetic considerations, and neither the Declarant nor the Committee shall have any liability whatsoever in connection with its review of any plans, drawings or other documents, and/or 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 tree survey locating all trees which are of the size and character described in Article VII, Section 19; and

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

Section 4. Compliance with Building and 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 non-compliance with any 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 Subdivision or with improvements erected or to be erected on other Lots in the Subdivision, including purely aesthetic considerations.

The Committee's review and decision is based upon subjective, aesthetic considerations, and neither the Declarant nor the Committee shall have any liability whatsoever in connection with its review of any plans, drawings or other documents, and/or approval or disapproval of any plans or specifications.

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 one (1) member of the Committee who was 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. As used herein, "family" shall mean those individuals who are related by marriage, biology or adoption, and does not include unrelated individuals, regardless of whether such individuals are connected only by age or a physical or mental disability. 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 the 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 shall not be less than three thousand two hundred (3,200) square feet. No building greater than two stories shall be constructed, which shall not be deemed to include a walk-out basement as a story. All computations of square footages for determination of the permissibility of erection of residences under this section shall be exclusive of basements, attics, 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 makes 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 or 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') fee 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.

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.

Except for improvements located in the Common Areas, each Owner shall keep all improvements on his Lot in good condition and in good repair at all times. In addition to the obligations concerning Retaining Walls as otherwise set forth in this Declaration, Builders and Owners of Lots 102, 103, 105, 106 and 107 shall construct and maintain retaining walls on their respective Lots that Declarant and/or the City of Rochester Hills deems necessary or appropriate ("Private Retaining Walls"). Once constructed, the Private Retaining Walls shall not be modified without the approval of the Association and the Committee.

In the event the Association determines that any Lot is not being properly maintained by an Owner such that the Lot, or any part thereof, is a nuisance, visually unacceptable, in violation of any City code requirements, a health hazard, or presents an environmental risk, the Association shall give written notice to the Owner specifying in detail the failure(s) of maintenance. In the event the Owner receiving such notice fails, within thirty days of the written notice, to (i) cure the failure(s) in maintenance, or (ii)

commence to cure such failure(s) in maintenance and diligently and continuously process such cure if the failure(s) are incapable of being remedied within thirty days, the Owner receiving notice and such Lot shall be subject to maintenance by the Association or any Person designated by the Association. The Owner of such Lot shall be obligated to reimburse the Association or such other Person, upon demand, for the costs and expenses incurred with respect to such maintenance and any collection costs. The Association or any authorized Person shall have a continuing lien against an Owner's Lot for the costs and expenses incurred by the Association under this Section.

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 Subdivision, 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 Subdivision, 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 as 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 recreation 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 Subdivision 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 roadside 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 Subdivision and require each Owner to utilize the service of that contractor at the Owner's expense.

b. No house trailers, commercial vehicles, boat trailers, boats, camping, recreational vehicles or camping trailers, horse trailers, busses or other utility trailers or vehicles may be parked on or stored on any Lot, unless stored fully enclosed within an attached garage. Commercial vehicles and trucks shall not be parked in the Subdivision except while making normal deliveries or pickups in the normal course of business. However, a construction trailer may be maintained by each Builder or independent contractor contracting with an Owner during the period when new houses are under construction in the Subdivision by the Builder or independent contractor;

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

d. The grade and topography of any Lot in the Subdivision 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 Subdivision storm sewer system only.

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

g. All new utility lines, including electric, gas, telephone and cable television,

must be installed underground.

h. No radio or other communication antennas of any type will be installed on or outside of any Lot. Notwithstanding the foregoing and to the extent possible without precluding reception of a signal, no television or other antennas used to receive video communications or satellite dish will be installed on or outside of any Lot where such antenna or dish is viewable from the front of the Lot. No satellite dishes that are more than one meter (39.37 inches) in diameter will be installed on or outside of any residence. In no event shall more than one satellite dish be installed on or outside any Lot.

i. No permanently affixed basketball backboards, poles or rims shall be installed which shall be visible from the street. Portable basketball backboards, poles and rims are permitted.

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, vinyl, aluminum 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, 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 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 Retaining Walls, Private Retaining Walls, 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 VI, Section 7 shall be permitted. All fences must be constructed of pressure treated wood, brick, stone, wrought-iron, chain-link or the materials used for the construction of the exterior of the residence and shall be subject to the prior approval of the Committee. All necessary permits shall be procured from the City of Rochester Hills Building Department. 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

specification established by the Declarant.

Section 18. Driveways.

All driveways, aprons and parking areas must be paved with concrete, 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. The driveways for Lots 105 and 107 shall be located on the east side of the residence.

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. Soil Erosion.

The owner of each Lot shall be responsible to maintain all temporary soil erosion control measures as required by all governmental agencies.

Section 22. Drainage Swales.

Certain Lots in the Subdivision 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 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 impeded the flow of stormwater runoff.

Section 23. Trees.

No living tree of a height of twenty (20') 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. 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 any applicable city 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 Subdivision or the sanitary or storm sewer drains serving the Subdivision.

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 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 Acorn Park and Glen Park.

a. Except for the Retaining Walls, 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 or upon Acorn Park or Glen Park without the express approval of the City of Rochester Hills.

b. Acorn Park and Glen Park shall be maintained and preserved solely for the following purposes:

- (i) the detention and flow of storm water runoff.
- (ii) the prevention of soil erosion, land and mud slides.
- (iii) pedestrian ingress and egress.
- (iv) preservation of the trees, vegetation, flora and animal life forms existing naturally in Acorn Park and Glen Park.

c. No Owner shall operate or permit his family members, tenants, invitees or guest to operate any motorized vehicle within Acorn Park or Glen Park damage any Retaining Wall or biological organism existing within the area, impede the flow of storm

water in the drain or detention area or otherwise take any action inconsistent with the purposes of Acorn Park and Glen Park as described in paragraph b of this Section 4.

Section 5. Maintenance of the Retaining Walls and non-Road Improvements in Right-of-Way.

The Association shall maintain the Retaining Walls, drainage systems, and median island and all landscaping and light poles and sprinkler systems situated thereon which are located in the streets within the Subdivision or upon the Common Areas. In addition, the Association shall maintain the underground storm water detention system located within the easement for storm sewer and surface drainage on and abutting Lots 102 and 103. 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
INSURANCE

Section 1. Association's Insurance Responsibilities.

a. Casualty Insurance. The Association shall maintain insurance on the Common Areas and any and all Improvements located thereon (collectively, "*Insured Property*"), in such amount as determined annually by the Board of Directors in its discretion. Such coverage shall afford protection against (i) loss or damage by fire, flood, windstorm or other hazards covered by a standard extended coverage endorsement, and (ii) such other risks as are customarily covered with respect to Improvements similar to the Insured Property in construction, location and use.

b. Liability Insurance. The Association shall maintain comprehensive general public liability and property damage insurance covering loss or damage resulting from accidents or occurrences on, about or in connection with the Insured Property or any work or actions taken related to the Insured Property, with such coverage as shall be required by the Board of Directors in its discretion and, if feasible, with a cross-liability endorsement to cover liability of the Owners in the aggregate to any Owner, and vice versa.

c. Workers' Compensation. In the event the Association retains employees, the Association shall maintain a workers' compensation policy in an amount sufficient to meet the requirements of applicable law.

d. Other Insurance. The Association shall obtain and maintain such other insurance as the Board of Directors may from time to time deem desirable or necessary

including, without limitation, officers' and directors' liability insurance.

e. Waiver of Subrogation. When appropriate and attainable, each of the foregoing policies shall waive the insurer's right to (i) subrogation against the Association and against Owners individually and in the aggregate, and against their respective legal representatives, successors, assigns and agents; (ii) pay only a fraction of any loss in the event of co-insurance or if other insurance carriers have issued coverage upon the same risk; and (iii) avoid liability for a loss that is caused by an act of the Board of Directors, or by a member of the Board of Directors, or by one or more Owners.

f. Deductibles. In obtaining and maintaining insurance coverage as required or authorized hereunder, the Board of Directors shall agree to such deductibles as it deems reasonable.

g. Costs. Any premiums, costs or other expenses incurred by the Association pursuant to this Article IX shall be treated as and deemed to be Common Expenses.

Section 2. Owner's Insurance Responsibilities. Each Owner shall keep the buildings and all other Improvements (including Private Retaining Walls) within the Owner's Lot fully insured in an amount not less than one hundred percent (100%) of the full insurable replacement value thereof, excluding foundation and excavation costs, by companies reasonably acceptable to the Association in each instance. Written proof of such insurance shall be provided by the Owner to the Association within three (3) days after demand by the Association for such proof. Subject to the prior rights of



Institutional Mortgagees, any proceeds received from insurance against injury to or damage or destruction of the Owner's Improvements, shall first be applied to the repair, restoration, or reconstruction of such Improvements. In addition, each Owner may obtain insurance coverage at such Owner's own expense and at the Owner's own discretion upon all other property within the Owner's Parcel including, but not limited to, the Owner's personal property, and for the Owner's personal liability and public liability, title and any other risk. Notwithstanding anything to the contrary contained herein, the Association shall not be responsible for the failure of any Owner to maintain any insurance required hereunder or the failure, refusal or inability of any insurance company to pay any claims under any insurance coverage required hereunder.

ARTICLE X REMEDIES

Section 1. Rights of the Association for Violation by Owner. In the event an Owner violates or threatens to violate any provision of this Declaration or the rules and regulations adopted by the Board of Directors, Declarant or the Association, in addition to the other rights and remedies contained in this Declaration, shall have the right to:

A. Seek any available relief at law or in equity, including but not limited to, damages and injunctive relief;

B. After ten (10) days prior written notice to the Owner (except in an emergency, when no notice shall be required), enter (or designate the proper Persons to enter) upon the Owner's Lot or any part of the Common Areas and abate, cure or

remove such violation, carry out the Owner's obligations, or otherwise remedy the violation, without being liable for any manner of trespass or constructive eviction, or any damages; and

C. Charge the Owner for all costs and expenses (including, but not limited to, reasonable attorneys' fees and disbursements) incurred by the Association in seeking and enforcing any of the remedies provided for herein, which charge shall constitute a lien against the Owner's Parcel.

D. Suspend the Voting Rights of the defaulting Owner.

Section 2. Rights of Owners for Violation by an Owner or the Association.

In the event an Owner or the Association violates or threatens to violate any provision of, or easement created by, this Declaration or any rules and regulations adopted by the Board of Directors in accordance with this Declaration, or fails to enforce the terms hereof, any Owner may seek any remedy available at law or in equity.

Section 3. Attorneys' Fees. In the event that attorneys' fees and disbursements are incurred at any level of litigation or other form of legal proceedings arising under this Declaration (including, but not limited to trial and appellate proceedings), the prevailing party shall be entitled to reimbursement from the other party or parties to the litigation for the reasonable attorneys' fees and disbursements incurred by the prevailing party.

ARTICLE XI

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 Subdivision. 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 of judgment or court order shall not affect any other provisions, which remaining provisions shall continue in full force and effect.

Section 3. Amendment.

a. 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.

b. The goals of this Declaration are as stated in the Recitals. Although the goals as stated in the Recitals are uniform, some of the restrictions or covenants may not be applied uniformly because the real estate subject to these covenants (whether a single lot, group of lots, park or open space) is or may be unique with different characteristics. These unique or different characteristics require that this Declaration be amended in a non-uniform manner as applied to the Property and/or one or more of the Common Areas and/or one or more of the Lots. By accepting title to any property subject to this Declaration, each Owner acknowledges and agrees that future amendments may not be uniform and the percentages required to adopt such amendments fairly and adequately protect the interests of the Owners. Each Owner further waives and relinquishes any right the Owner may have to object to any non-uniform amendment which may be adopted by a vote of less than all of the Owners.

c. 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 recorded with the Oakland County Register of Deeds before the amendment becomes effective.

Section 4. 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 5. 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 anything which Declarant is entitled to do under the terms of this Declaration.

Section 6. 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.

[SIGNATURES ON ATTACHED PAGE]

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 _____ day of _____, 2005, on the dates set forth in their respective acknowledgments.

WITNESSED;

DECLARANT:

Singh IV Limited Partnership, a
Michigan Limited Partnership

BY: SINGH GENERAL CORP., a
Michigan corporation, its General Partner

BY: _____
Lushman S. Grewal
Vice-President

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by Lushman S. Grewal, who is the Vice-President of Singh General Corporation, General Partner of Singh IV Limited Partnership, a Michigan Limited Partnership, on behalf of the partnership.

Notary Public, Oakland County, Michigan
My Commission Expires:

WITNESSED:

MORTGAGEE:

By: _____

Its:

STATE OF MICHIGAN) §
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by _____, who is the _____ of _____, a _____, on its behalf.

Notary Public, Oakland County, Michigan
My Commission Expires:

This instrument drafted by and
after recording return to:

Larry Kilgore
Singh Development, L.L.C.
7125 Orchard Lake Road, Suite 200
West Bloomfield, Michigan 48322

EXHIBIT "A"

NORTH OAKS -- A SINGH DEVELOPMENT NO. 3

LEGAL DESCRIPTION