

## Somerset North Homeowners Association Deed Restrictions

### ARTICLE I DEFINITIONS

SECTION 1. "Association" shall mean and refer to the SOMERSET NORTH HOMEOWNERS 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 a lot, including land contract purchasers, but excluding those having such interest merely as security for the performance of an obligation. When more than one person or entity has an interest in the fee title of a lot, tin-interest of all such persons collectively shall be that of a single Owner

SECTION 3. "Lot" shall mean and refer to any numbered lot shown on any recorded Plat of the Subdivision.

SECTION 4. "Declarant" shall mean and refer to Somerset North Limited Partnership, a Michigan limited partnership, n. successors and assigns.

SECTION 5. "Declaration" shall mean and refer to this Declaration of Restrictions and any and all amendments thereto, ,r. recorded in the office of the Oakland County Register of Deeds, State of Michigan.

SECTION 6. "Member" shall mean and refer to those persons entitled in the Association, as provided in this Declaration.

SECTION 7. "Builder/Purchaser" shall mean and refer to those persons or entities who purchase more than one (1) lot from Declarant l.. i iln purpose of construction and sale of house upon said lots.

### ARTICLE II MEMBERSHIP IN ASSOCIATION AND VOTING RIGHTS

SECTION 1. Every Owner of a lot in the Subdivision shall be a mandatory member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

SECTION 2. The Association shall have two classes of voting membership:

Class A. The Class A members shall be all Owners, with the exception of the Declarant and its Builder/Purchasers. Class A members shall have no voting rights until the first to occur of the following:

a) The Class A members having attained at least sixty-five (65%) percent or more of the number of votes of the original Class B members as hereinafter defined; or

b) Four (4) years from the date of recording of the plat, whichever occurs first.

Upon the happening of the first to occur of said events, the Class A 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, collectively shall be members, and the vote for each such lot shall be exercised as they determine, provided that in no event shall more than one vote be cast with respect to any one lot.

Class B. The Class B members shall be the Declarant and/or its Purchasers. Class B members shall be entitled to one vote for each lot owned.

### ARTICLE III- 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 therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual general assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual general and special assessments, together with interest thereon, collection costs, including reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest thereon, costs of collection thereof, including reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to a successor in title unless expressly assumed by them, but shall remain a lien upon the property, unless paid.

SECTION 2. Purposes of Assessments. Assessments shall be levied by the Association against each Owner who is not the Declarant or a Builder/Purchaser, which parties are specifically excluded from any such assessments. Assessments shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners of lots in the Subdivision, the payment of taxes and insurance, operational expenses of the Association itself; and for the preservation, repair and maintenance of all entrance ways or monuments, bike paths, improvements or facilities constructed or placed within, on or upon or for benefit of the lot owners, including any irrigation or lighting systems.

SECTION 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot in Somerset North Subdivision to an Owner, the maximum annual assessment shall be One Hundred Fifty (\$ 150.00) Dollars per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot in the Subdivision to an Owner, the maximum annual assessment may be increased each year not more than twenty-five (25%) percent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot in the Subdivision to an Owner, the maximum annual assessment may be increased above twenty-five (25%) percent by a vote of two-thirds (2/3) of each class of members who are entitled to vote, in person or by proxy, at a meeting duly called for that purpose where a quorum exists.

SECTION 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy a special assessment, in any assessment year applicable to that year only, for the purpose of defraying, in whole or in part, the cost "1 .my construction, reconstruction, repair or replacement of any improvement including fixtures and personal property, provided that such assessment shall have the assent of two-thirds (2/3) of the votes cast for each class of members who are entitled to vote, in person or by proxy at a meeting duly called for this purpose where a quorum existed.

SECTION 5. 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 shall be sent to all members not less than ten (10) days or more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all votes of each Class of membership 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. If the required quorum still has not been met, a subsequent meeting(s) can be called as provided in this Section, however, the number of members for a quorum shall once again be reduced by one-half (1/2) of the required quorum for the immediately preceding meeting and likewise thereafter shall be reduced after each such unsuccessful attempt to achieve a quorum until such time as: (i) a quorum is achieved; (ii) The time period as hereinbefore stated for giving notice of said subsequent meeting has expired; or (iii) the time period as hereinafter stated for holding a subsequent meeting has expired. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly or an annual basis.

SECTION 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the first lot in the Subdivision to an Owner who is not the Declarant, or a Builder/Purchaser under the provisions of Section ! of this Article. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year and shall be collected at the time of the Owner's permanent closing on his lot. 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. 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 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum lawful rate of interest until paid. The Association may bring an action at law against the Owner personally obligated to pay the same, foreclose-the lien against the property, or pursue any other remedy provided by law or in equity. No Owner may waive or otherwise escape liability for the assessment provided for herein by abandonment of his lot.

SECTION 9. Exempt Property. All property exempt from taxation by state or local governments, and dedicated for public use shall be exempt from the assessments, charge and lien created herein.

SECTION 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. The sale or transfer of any lot pursuant to mortgage foreclosure proceedings or a judgment of foreclosure, shall extinguish the lien of such assessments as to payments which became due prior to such foreclosure sale but shall not relieve such lot from liability for any future assessments thereafter becoming due or from the lien thereafter created.

SECTION 11. Liability of Board Members. Neither any Member of the Board nor the Declarant shall be personally liable to any Owner, or to any other party for damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the Board, the Declarant or any other representatives or employees of the Association.

#### ARTICLE IV. BUILDING AND USE RESTRICTIONS FOR THE SUBDIVISION

SECTION 1. Use of Property. All lots within the Subdivision shall be used for and occupied as a single-family residence only, and no building of any kind whatsoever shall be erected, re-erected, moved or maintained on any lot in the Subdivision except one detached single-family dwelling and appurtenant building on each lot, as hereinafter provided. Such dwelling shall be designed and erected for occupation by a single private family. A private, attached side-entry 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. No garage shall provide space for less than two (2) automobiles, nor more than four (4) automobiles. Carports and non attached garages are specifically prohibited.

SECTION 2. Dwelling Quality and Size. It is the intention and purpose of these Covenants to assure that all dwellings in Somerset North Subdivision shall be of a quality of design, workmanship and materials approved by Declarant. All dwellings shall be constructed in accordance with the applicable Governmental building code and with more restrictive standards that may be required by Declarant. The minimum ground floor area of the dwelling exclusive of attached garages, open terraces and breezeways, shall be:

- a) For one story dwellings - not less than 1900 square feet.
- b) For one and one-half story dwellings - not less than 1400 Square feet on the first floor and not less than 1000 square feet on the second floor.
- c) For two story dwellings - not less than 1500 square feet on the first floor and not less than 1200 square feet on the second floor
- d) Tri-levels shall be computed using the total square footage of the two uppermost levels. Bi-levels shall be computed using the total square footage of that floor at or above the approximate grade of the street abutting the front yard line. The total square footage so computed for the tri-levels and bi-levels shall be equal to at least the minimum square foot requirements for one floor residence, as herein provided.

SECTION 3. Minimum Yard Requirements. No building on any lot in the Subdivision shall be erected nearer than:

- a) Forty (40) feet from the front lot line; nor
- b) Fifteen (15) feet from one side lot line and ten (10) feet from the other side lot line; nor
- c) Forty-Five (45) feet from the rear lot line; nor
- d) Forty (40) feet from the side lot line abutting a street on corner lots.

Approval of a variance by the City of Troy Zoning Board of Appeals permitting rear or side yards smaller than the above minimums shall be deemed a valid waiver of this restriction, only if also consented to in writing by Declarant, its successor and assigns.

SECTION 4. Animals. No farm animals shall be kept, bred or harbored on any of the said lots. No animals shall be kept, bred or maintained on any lots excepting that dogs and cats, not to exceed three in the aggregate, and be kept for the use by the Owner and members of his family, provided they do not become a nuisance to other lot owners. No animals shall be kept on the premises for any commercial purpose. Household pets shall have such care so as not to be objectionable or offensive due to noise, odor or unsanitary conditions.

SECTION 5. Wells. No well shall be dug, installed or constructed on any of the lots in the Subdivision.

SECTION 6. Sight Distance at Intersections. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways 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. Private Easements for public utilities and for the installation and maintenance of utilities, underground television, antenna line and/or cable and underground sewage, water and drainage lines, and surface drainage scales have been granted and reserved as shown on the recorded Plat. No building or structures may be constructed or maintained over or on any easements; however, after the aforementioned utilities have been installed, planting or other like 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.

SECTION 8. Temporary Structures. Trailers, tents, shacks, barns or any temporary building of any description whatsoever, are expressly prohibited with the Subdivision, and no temporary residence shall be permitted in an unfinished residential building, unless, the occupant has attained a temporary certificate of occupancy from the City of Troy. However, the erection of a temporary storage building for materials and supplies to be used in the construction of a dwelling and which shall be removed from the premises upon completion of the building may be permitted by Declarant in its absolute and sole discretion.

SECTION 9. General Conditions.

- a) No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and all of the foregoing shall be kept in sanitary containers properly sealed and concealed from public view. Garbage containers shall not be left at the road for more twenty-four (24) hours in any one week.
- b) No house trailers, commercial vehicles, boat trailers, boats, planes or camping vehicles or camping trailers, utility trailers, recreational vehicles, motor homes, non-passenger vans, trucks or campers may be parked on or stored on any lot in the Subdivision, unless stored fully enclosed within the attached garage, nor may they be parked and stored on any street in the Subdivision. Commercial vehicles and trucks shall not be parked in the Subdivision, on any street, or on any lot therein, except while making normal deliveries or pickups in the normal course of business.
- c) No laundry shall be hung for drying in such a way as to be visible from the street on which the lot fronts and, in the case of corner lots, such laundry shall not be hung so that it will be visible from the streets on which the lot fronts and sides.
- d) The yard drainage and grade of all lots in the Subdivision shall be maintained in accordance with the grading plan on file with the city of Troy.
- e) No "through the wall" air conditioners may be installed on the front wall of any building in the Subdivision.

f) No outside compressors for central air conditioning units may be located other than in the rear yard or side yard with a landscaping screen, so that it is not visible from the street, and must be installed and maintained in such a manner so as to create no nuisance to the residents of adjacent dwellings.

g) No home occupation or profession shall be conducted in any dwelling or accessory building thereto located in the Subdivision. No noxious or offensive activity shall be carried on, in or upon any premises, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

h) No above ground swimming pools shall be permitted. A children's wading pool, not more than six (6) feet in diameter, and not more than two (2) feet high, which requires no mechanical or electrical filtration system, shall be permitted if utilized on a seasonal basis behind the dwelling, wherein it is not visible from the street provided that same is removed and stored within the dwelling by September 30th of each year.

i) In-ground pools shall be located and landscaped so as not to be visible from any street and shall conform to all requirements of the City of Troy.

SECTION 10. Sales Agency and/or Business. Notwithstanding anything to the contrary elsewhere herein contained Declarant and/or any Builder/Purchaser which it may designate, may construct and maintain a sales agency and a business office on any lot or lots in the Subdivision which it or they may select, or may use a model house for such purposes, and Declarant and such designated Builder/Purchaser may continue to do so until such time as all of the lots in the Subdivision in which Declarant or such other designated Builder/Purchaser has an interest, are sold.

SECTION 11. Lease Restrictions. No owners of any of the lots in the Subdivision shall lease and/or sublet less than the whole of any dwelling and then only for use and occupation as a single family.

SECTION 12. Exterior Surface of Dwellings. Not less than fifty (50%) percent of the visible exterior walls of all dwelling structures in the Subdivision shall be constructed of wood, brick, brick veneer and/or stone in any combination. Stucco, aluminum or vinyl siding and/or ledge rock may also be used, so long as any combination of these materials does not exceed fifty (50%) percent of the total of all visible exterior walls. The use of cement block, slag, imitation brick, cinder block and/or asphalt siding is expressly prohibited. Doors and windows shall not be included in calculating the total area of visible exterior walls.

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 lots, 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 lot in the Subdivision 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 and within the height limitations therein required by local ordinance to enclose in ground swimming pools, or arc otherwise required by the City of Troy.

c) All portions of the lots lying in front of the residential building as hereinbefore set forth shall be used for ornamental purposes only.

SECTION 14. Signs. No sign or billboard shall be placed, no lot or maintained on any lot in the Subdivision 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 Ordinances.

SECTION 15. 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 in the Subdivision shall be removed with all reasonable dispatch from such lot and property in order to preserve the sightly condition of the Subdivision.

SECTION 16. Landscaping. Upon the completion of a residence on any of the lots in the Subdivision, the Owner thereof, (and the word "Owner", as used in this connection, means the party who purchases a residence from the builder thereof and each subsequent purchaser), shall cause the lot owned by him to be finish-graded and seeded or sodded and suitably landscaped as soon after the completion of construction as weather permits. The lot and the drainage ditch, if any, contiguous to each lot shall be kept free of weeds by the Owner thereof. All landscaping and lawns shall be well maintained at all times.

SECTION 17. Driveways. Access driveways and other paved areas for vehicular use on a lot shall have a base of compacted gravel, crushed stone or other approved base material and shall have a wearing surface of asphalt or concrete, or the equivalent thereof.

SECTION 18. Exemption of Declarant. Nothing in this Somerset North Subdivision Declaration of Restrictions shall limit the right of Declarant to complete excavation, grading and construction of improvements to any property within Somerset North Subdivision or to alter the foregoing or to construct such additional improvements or facilities as Declarant deems advisable in the course of development of Somerset North Subdivision, or to use any structure in Somerset North Subdivision as a model home or real estate sales or leasing office so long as any lot as described in the recorded Plat of Somerset North Subdivision remains unsold. Declarant need not seek or obtain architectural approval of any improvement constructed or placed by Declarant on any property in Somerset North Subdivision owned by Declarant and as to itself may deviate from or waive, in its sole discretion, any or all of the Covenants and Restrictions as set forth in Article IV, V, and VI. The rights and any obligations of



Declarant hereunder and elsewhere in these Restrictions may be assigned by Declarant to any party or entity.

SECTION 19. Rapid Completion. The erection of any new building or the repair of any damaged building shall be completed as rapidly as possible and should the Owner leave the building in an incomplete condition for more than six (6) months, the Owner authorizes the Association and empowers it to tear down and clear from the lot, incomplete portion(s) of such building, or to complete the same at its discretion, and, in either event, the expenses incurred shall be a lien upon the said land and premises payable by the Owner to the association upon demand with interest at the prevailing rate.

#### ARTICLE V- GENERAL PROVISIONS

SECTION 1. Enforcement. The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity, including the attainment of injunctive relief, all restrictions, conditions, covenants, reservations, liens and charges now or thereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner 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 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 an instrument signed solely by the Declarant or by an instrument signed by not less than ninety (90%) percent of the lot Owners; and thereafter, by an instrument signed by not less than seventy-five (75%) percent of the lot Owners. Any amendment must be recorded with the Oakland County Register of Deeds.

SECTION 4. Assignment or Transfer of Rights and Power. Any or all of the rights and powers, titles, easements and estates hereby reserved or given to Declarant, may be assigned by it to the Association composed of the Owners of the properties in the Subdivision or to any other party or entity. 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 and reserved to and assumed by Declarant in connection with the rights, powers and easements so assigned, and such instrument shall without further act release the Declarant from the obligations and duties in connection therewith.

SECTION 5. Deviations by Agreement with Declarant. Declarant hereby reserves the right to enter into agreements with the grantee of any lot or lots (without the consent of grantees of other lots or adjacent property) to deviate from any or all of the Covenants set forth in Article IV, provided there are practical difficulties or particular hardships evidenced by the grantee and determined by Declarant in its sole

discretion. Any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of any such Covenant as to the remaining lots in Somerset North Subdivision.

SECTION 6. If a court of competent jurisdiction shall hold invalid or unenforceable any part of any Covenant or provision contained in this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration which shall remain in full force and effect.

SECTION 7. Each Owner of a lot in Somerset North Subdivision shall file the correct mailing address of such Owner with Declarant and shall notify Declarant promptly in writing of any subsequent change of address. Declarant shall maintain a file of such addresses and make the same available to the Association. A written or printed notice, deposited in the United States Post Office, postage prepaid, and addressed to any Owner at the last address filed by such Owner with Declarant shall be sufficient and proper notice to such Owner whenever notices are required in this Declaration.

## ARTICLE VI

### SECTION 1. Architectural Controls

a) It is understood and agreed that the purpose of architectural controls is to promote an attractive, harmonious residential development having continuing appeal. Until the construction plans and specifications are submitted to and approved in writing by Declarant, (i) no building, fence, wall, in ground swimming pool or other structure shall be commenced, erected or maintained, nor (ii) shall any addition, change or alteration therein be made except for interior alterations, nor (iii) shall exterior color changes be made. The said construction plans and specifications shall show the nature, kind, shape, height, materials, color scheme (including samples of exterior building material upon request) location on lot, approximate cost of such building or other structure including in ground swimming pools, and the grading and landscaping plans of the lot to be built upon. Declarant shall have the right to refuse or to approve any such construction plans or specifications, grading plan, landscape plan, in ground swimming pool plan or dog run which are not suitable or desirable, in the sole opinion of Declarant, for aesthetic or other reasons; and in so passing upon such construction plans and specifications, grading plan or landscape plan, Declarant shall have the right to take into consideration the suitability of the proposed building or other structure with the surroundings, and the effect of the building or other structure on the outlook from adjacent or neighboring properties. In no instance shall a building of a design exactly the same as any other in Somerset North Subdivision be permitted, except as permitted by Declarant.

b) All plans, specifications and other material shall be filed in the office of Declarant, at 2301 West Big Beaver Road, Suite 900, Troy, Michigan 48084, for approval or disapproval. A report in writing setting forth the decisions of Declarant, and the reasons therefore shall thereafter be transmitted to the applicant by Declarant within thirty (30) days after the date of filing complete plans, specifications and other material by the applicant. Declarant will aid and collaborate with prospective builders and make suggestions from preliminary sketches. Prospective builders are encouraged to submit preliminary sketches for informal comment prior to the submittal of architectural drawings and specifications and

other material of applicant, as required herein, approval shall not be required, and the related requirements of this Declaration shall be deemed to be complied with.

SECTION 2. The Declarant shall not be liable in damages to any person or entity submitting requests for approval or to any Owner within the properties by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such requests.