

Meadowbrook Hills #3 (*45)

(16) Southfarm E. of Lujon

(3) Southfarm Ct.

(26) Connaught

(*no.) means total homes in that section

(no.) means total homes on that street

6-11-Y

2010 DEC 23 11:37:40

**SECOND AMENDED DECLARATION OF RESTRICTIONS
FOR MEADOWBROOK HILLS #3**

231711
LIBER 42683 PAGE 373
\$76.00 MISC RECORDING
\$4.00 REMONUMENTATION
12/23/2010 11:37:40 A.M. RECEIPT# 101514

PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

THIS SECOND AMENDED DECLARATION OF RESTRICTIONS made this 23rd day of November, 2010, by a majority of the current lot owners of Meadowbrook Hills #3, (hereinafter referred to as "Grantors"):

WITNESSETH:

WHEREAS, RALPH L. POLK, JR. and WINIFRED E. POLK, his wife, as owners of certain property described as "MEADOWBROOK HILLS #3", a subdivision of part of the South ½ of Section 31, Town 1 North, Range 9 East, Farmington Township, Oakland County, Michigan, according to the plat which was recorded on August 22, 1960, in Liber 102, at Pages 5 and 6 of Plats, Oakland County records, caused to be executed a certain Restriction Agreement which was recorded on September 1, 1960, in Liber 4109, Pages 57 through 63 inclusive, Oakland County Records, and which established conditions and restrictions applicable to the property described therein, and

WHEREAS, these covenants are to run with the land for a period of TWENTY FIVE (25) YEARS from the date of recording, after which said covenants are to be automatically extended for successive periods of TEN (10) YEARS unless an instrument signed by a majority of the then owners shall be recorded, agreeing to change said covenants in whole or in part, and

WHEREAS, it is the intent and purpose of the Grantors hereinabove described to subject the premises above described to certain revised building and use restrictions, covenants, conditions, obligations, reservations, rights, powers and charges, as hereinafter set forth, and as allowed under the original Restriction Agreement, and

WHEREAS, it is the intent and purpose of the Grantors hereinabove described to subordinate ownership interest in the premises above described to certain revised building and use restrictions, covenants, conditions, obligations, reservations, rights, powers and charges, as hereinafter set forth.

NOW, THEREFORE, pursuant to the authority contained in the current Restrictions described above and in consideration of the plans and purpose of said Subdivision and to the end that it may be restricted in its use so that it will develop into a residential community of the highest

23-31-453-000 and

type, and in order to make said building and use restrictions, covenants, conditions, obligations, reservations, rights, powers and charges binding and of full force and effect on all of the above described premises, and upon the present and future owners and occupants of the same, Grantors hereby certify and declare that all of the property described on Exhibit "A" attached hereto and made a part hereof, being all of Meadowbrook Hills #3 according to the plat thereof recorded in Liber 95, Pages 28 and 29 of Plats, Oakland County Records, and that each of the lots in said Subdivision, if and when conveyed, shall be conveyed subject to and charged with all of the building and use restrictions, covenants, conditions, obligations, reservations, rights, powers and charges hereinafter set forth in this instrument and the recording of this instrument in the office of the Register of Deeds for Oakland County, Michigan, shall be notice to all purchasers of said premises, and Grantors also certify and declare that the interest of each and every current lot owner in the premises hereinabove described shall be subject and subordinate to the building and use restriction, covenants, conditions, obligations, reservations, rights, powers and charges hereinafter set forth in this instrument.

IT IS HEREBY DECLARED that the following general restrictions are covenants running with the land, binding on the heirs, personal representatives, successors and assigns of the Grantors, and the Grantees of all individual lots in said Subdivision, for the time limited in this instrument:

1. **ASSOCIATION** For purpose of this Agreement, Meadowbrook Hills - Woods - Forest Homeowners' Association, Inc. or its successors and assigns, is hereby designated and referred to as the "Association".

2. **RESIDENTIAL LOTS** All lots in said Subdivision shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one single private family dwelling with attached private garage for not less than two cars, except as hereinafter otherwise provided. All attached garages shall be designed and constructed so that the garage doors do not face the street on which the lot fronts or abuts, provided however, that the Architectural Control Committee may, in its discretion, waive this restriction. No dwelling shall exceed two stories in height.

3. **FRONT BUILDING LINE** No dwelling shall be located less than forty feet from the front lot line. On any lot having a curved front lot line, the dwelling shall be located not less than

forty feet from the middle point of the front lot line. No dwelling shall be located less than forty feet from any side street line, nor twenty feet from any side lot line. All projections shall be construed as part of the dwelling and must be constructed within the building lines.

4. MINIMUM FLOOR SPACE No dwelling shall be placed or erected on any lot which has a livable floor space of less than seventeen hundred (1,700) square feet exclusive of garage and porches. Dwelling of one and one-half (1 ½) stories shall have a minimum livable floor space of fourteen hundred and fifty (1,450) square feet on the first floor level. Dwellings of two (2) stories shall have a minimum livable floor space eleven hundred (1,100) square feet on the first floor level. A tri-level or multi-level dwelling (one which has its principal living, dining and service areas on the main or ground floor level and additional living or sleeping areas adjacent to and above or below such main floor level) shall have not less than a total of sixteen hundred (1,600) square feet of livable floor space on the main or ground floor combined with the square feet area of the first level above such main or ground floor area.

5. LOT SIZE No lot shall be reduced in size by any method whatsoever without the prior written consent of the Association, or its duly authorized representatives. Lots may be enlarged by consolidation with one or more adjoining lots under one ownership. In the event one or more lots are developed as a unit, all restrictions herein contained shall apply as to a single lot. In any event, no dwelling shall be erected, altered, placed or permitted to remain on any site smaller than one lot as shown on the recorded plat.

6. TREES AND SOIL No trees which exceed six (6) inches in diameter shall be removed or cut nor shall surface soil be dug or removed from any lot without the prior consent of the Association or its duly authorized representatives.

7. EASEMENTS Easements for installation and maintenance of utilities are reserved in and over certain portions of each of the said lots as set forth in the aforesaid plat. After such utilities have been installed, planting or other lot line improvements shall be allowed so long as access without charges or liability for damages be granted for the maintenance of utilities so installed or for the installation of additional utilities.

8. **NUISANCES** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

9. **TEMPORARY STRUCTURES** Trailers, tents, shacks, barns or any temporary building or any design whatsoever are expressly prohibited within this Subdivision and no temporary residence shall be permitted in unfinished residential buildings. This shall not prevent the erection of a temporary storage building for materials and supplies to be used in the construction of a dwelling, which shall be removed from the premises on completion of the building.

10. **SIGNS** No sign of any kind shall be displayed to the public view on any lot except one sign of note more than five (5) square feet advertising the property for sale or rent, or signs, used by a builder to advertise the property during the construction and sales period. Such signs as are allowed must be maintained in good condition at all times and must be removed on the termination of their use.

11. **LIVESTOCK AND POULTRY** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

12. **REFUSE** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers properly concealed from public view.

13. **GENERAL CONDITIONS**

A. No trailers, boats, inoperative vehicles, recreational vehicles or commercial vehicles, other than those present on business may be parked or stored on any lot in the Subdivision except within a private attached garage where they are not visible to neighbors or the general public.

B. No laundry shall be hung up for drying in such a way as to be readily visible from the street on which lot fronts.

C. All homes shall be equipped with electric garbage disposal units or approved type incinerator.

D. All mail boxes shall be of a kind and nature acceptable to the United States Postal Service and the Association and shall be located uniformly with reference to the dwellings.

E. No above ground swimming pool shall be allowed.

14. RAPID COMPLETION The erection of any new building or repair of any building damaged by fire or otherwise shall be completed as rapidly as possible and should the owner leave such building in any incomplete condition for a period of more than six (6) months, then the Association or their representative is authorized and empowered either to tear down or clear from the premises the uncompleted portion of such structure, or to complete the same at their discretion, and in either event, the expense incurred shall be charged against the owners' interest therein and shall be a lien upon said lands and premises.

15. OLD BUILDINGS AND MATERIALS No old buildings may be moved onto any lot or lots in this Subdivision.

16. LOT OWNERS ASSOCIATION There has been established the Meadowbrook Hills - Woods - Forest Homeowners' Association, Inc., a lot owners association consisting of the owners of lots in those portions known as Meadowbrook Hills #3, (Liber 3763 pages 166-171); Meadowbrook Hills #1, (Liber 3865 pages 208 - 213); Meadowbrook Hills #2, (Liber 3940 pages 790 - 795); Meadowbrook Hills #3, (Liber 4109 pages 57 - 63); Meadowbrook # 4, (Liber 4941 pages 43 - 47); Meadowbrook Woods Sub. No. 1, (Liber 125 pages 32 - 33); Meadowbrook Forest (Liber 156 pages 32 - 33); all subdivisions of the south half of Section 31, Town 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, which plats were recorded between June 24, 1957 and February 3, 1978, in Oakland County Records, and the owners of lots in any additional subdivisions to which the scope of these restrictions shall be extended.

Membership in the Association shall be mandatory for each lot owner in Meadowbrook Hills #3 and for each lot owner in such additional subdivision to which these restrictions may be extended and/or their successors and assigns.

A member shall be defined as every person or entity who or which is a record owner of a fee or undivided fee interest in any lot included within the purview of the Association but not including owners who have sold their interest under executory land contract. During such time as such a

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

Association members shall be entitled to one vote for each lot in which they hold the interest required for membership. When more than one person holds any such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine but in no event shall more than one vote be cast with respect to any one lot.

The Association shall have such powers as are granted to it by these restrictions and as are set forth in its By-Laws.

17. MAINTENANCE FUND All the land included in said plat, except streets and parks maintained for the general use of the owners of the land included in said tract, shall be subject to an annual maintenance charge commencing January 1, 1993, to be paid by the respective owners of the land included in said tract to the Meadowbrook Hills - Woods - Forest Homeowners' Association, Inc. annually in advance on the first day of January in each year, commencing with January 1, 1993.

The amount of said annual charge is established at a minimum of \$75.00 per lot beginning January 1, 2011. Said annual charge may be adjusted from year to year by the Board of Directors, as the needs of the property may, in their judgment, require, but in no event shall such a charge be more than five percent (5%) greater than the maximum assessment which was permissible to be assessed hereunder for the previous year without a vote of the members. Any yearly increase in excess of five percent (5%) shall require the approval and consent in writing of fifty-one percent (51%) of the members of the Association, which approval and consent shall make any such additional assessment binding upon all of the owners of property in said Meadowbrook Hills #3. A late fee of \$10.00 shall be imposed if said annual charge is not paid on or before April 1st of each year.

Said maintenance fund shall be used for such of the following purposes as the Association shall determine necessary or advisable: for improving and maintaining common areas and property of the Association, roadways and entrance ways of the Meadowbrook Hills #3; for planting trees and shrubbery and the care thereof; for collecting and disposing of garbage, ashes and rubbish; for caring for vacant property; for removing grass or weeds; for constructing, purchasing,

maintaining or operating any community service, or for doing any other things necessary or advisable in the opinion of the Association for the general welfare of the members; for expenses incident to the examination of plans as herein provided and for the enforcement of these building restrictions, conditions, obligations, reservations, rights, powers and charges.

It is hereby expressly agreed that the Maintenance Fund charge referred to herein, including any expenses incurred in removing or completing any building in accordance with the preceding paragraph, shall be a lien and encumbrance on the land with respect to which said charges are made, and it is expressly agreed that by the acceptance of title to any of said lots, the owner (not including thereby the mortgagee as long as he is not the owner) from the time of acquiring title thereto shall be held to have covenanted and agreed to pay to the Association all charges provided for herein which were then due and unpaid to the time of his acquiring the title, and all such charges thereafter falling due during the ownership thereof. A certificate in writing shall be issued by the Association or its agent and shall be given on demand to any owner liable for said charges, which shall set forth the status of such charges. This certificate shall be binding on the said parties hereto.

By his acceptance of title, each owner shall be held to vest in the Association, the right and power of its own name to take and prosecute all suits, legal, equitable or otherwise, which may be in the opinion of the Association necessary or advisable for the collection of such charges.

18. ARCHITECTURAL CONTROL COMMITTEE The Association heretofore designated, its successors and assigns, shall appoint the Architectural Control Committee. The Architectural Control Committee shall have authority to approve plans and specification and otherwise guide the development of the Subdivision as planned and restricted herein. The Architectural Control Committee shall prepare rules and regulations for the conduct of its duties and shall provide for removal, replacement and resignation of its members. The Architectural Control Committee shall consist of a minimum of three members in good standing of the Association.

19. COMMITTEE APPROVAL No building, fence, wall or other structure shall be commenced, erected or maintained on any lot nor shall any addition to or change or alteration therein be made, except interior alterations, until the written proposal, building plans and landscaping design and specifications showing the nature, kind, shape, height, materials, color

scheme, locations on lot and approximate cost of such structure and the grading plan on the lot, including grade elevations or buildings to be built upon shall have been submitted, in writing, to the Architectural Control Committee or its authorized agent, and a copy thereof as finally passed on, lodged permanently with the Committee. The Committee shall have the right to refuse to approve any such plans or specifications or grading plans which are not suitable or desirable in its opinion for aesthetic or other reasons. In so passing upon such plans, specifications and grading plans it shall have the right to take into consideration suitability of the proposed buildings or other structures to be built on the site on which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from adjacent or neighboring property. It is understood that the purpose of this paragraph is to cause the Subdivision to develop into a beautiful, harmonious, private residence section and that the Architectural Control Committee shall not be arbitrary in its decisions. If a disagreement on the points set forth in this paragraph should arise, the parties shall submit the same to arbitration by competent architects in the usual manner. The Committee may, in the exercise of its discretion as indicated above, permit the erection of such appurtenances as, for example, greenhouses or swimming pools. However, such pools are to be restricted to inground installations. No above ground pools of any description will be allowed.

20. ABATEMENT OF VIOLATIONS Violation of any restrictions or condition or breach of any covenant or agreement herein contained shall give the Association in addition to all remedies provided by law, the right to enter upon the land as to which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, sign, thing or condition that may be or exist contrary to the intent and meaning of the provisions hereof, and the Association shall not hereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

21. DURATION These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded, after which said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots shall be recorded, agreeing to change said covenants in whole or in part.

22. ENFORCEMENT Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or

to recover damages. Failure to enforce any of the covenants herein contained shall in no event be deemed a waiver of the right to do so hereafter, as to the same breach or as to a breach occurring prior or subsequent thereto.

23. SEVERABILITY Invalidation of any one of these covenants by judgment or Court Order shall in no way effect any of the other provisions which shall remain in full force and effect.

24. PRIOR RESTRICTIONS Grantors hereby acknowledge the existence of prior restrictions and to the extent that they are inconsistent with these Second Amended Declaration of Restrictions for Meadowbrook Hills #3, they are to be declared null and void upon the filing and recording of these Amended Restrictions. In all other respects, they are hereby reaffirmed and incorporated into this Second Amended Declaration of Restrictions for Meadowbrook Hills #3 as if fully restated and are extended for the same ten (10) year period.

25. OVER-THE-AIR RECEPTION DEVICES RESTRICTIONS Over-the-Air Reception Devices including, without limitation, antennas, ham radio towers, and satellite dishes, which are visible from the exterior of any dwelling or located on any lot are expressly prohibited within the subdivision, except as specified below:

- a) a dish antenna that is one meter (39.37inches) or less in diameter and is designed to receive direct broadcast satellite service, including direct to home satellite service, or to receive or transmit fixed wireless signals via satellite;
- b) an antenna that is one meter or less in diameter or diagonal measurement and is designed to receive video programming services via broadband radio service (wireless cable) or to receive or transmit fixed wireless signals other than via satellite;
or
- c) an antenna that is designed to receive local television broadcast signals a mast of which must be 12 feet or less above the roof line.