

Rolling Oaks Homeowners Association
Searchable Bylaws, Agreements, Addendums and Restrictions

Rolling Oaks Subdivision
Building and Use Restrictions

The restrictions herein appearing shall apply to the following described property:

Situated in the City of Howell, Livingston County, State of Michigan:

Lots 1-104 Rolling Oaks Subdivision, according to the plat thereof as recorded in Liber 31 Pages 13 through 17, both inclusive, Livingston County Records

and shall constitute a general plan for the improvement and development of said property as a residential community. These restrictions are intended to fully protect each lot and these restrictions shall run with the land and shall be binding upon the grantors and all subsequent purchasers, their heirs, successors, administrators and assigns. By interference or otherwise, these restrictions are not to be construed as applying to any lands other than the lots described above.

- 1.) LAND USE: All lots or units in the property shall be used as, known as and described as residential lots. No permanent structure shall be erected, altered, placed on or permitted to remain on any lot other than one single family dwelling and attached garage, and such other buildings and auxiliary structures having in the aggregate no more than one hundred (100) square feet of floor space and are built on concrete slab, as are consistent with or incidental to the residential use of the property. No structure of a temporary character, no trailer, basement, tent, shack, garage, barn or other building shall be used on any lot at any time as a residence, either temporarily or permanently. No temporary building shall be permitted to remain on any lot except as may be necessary or incidental to the promotion and sale of the properties herein, or incidental to the construction of a permitted building.
- 2.) LOT SIZE: No lot shall be reduced in size without the express prior written consent of the Declarant and the City of Howell. Lots may be enlarged by consolidation of adjoining lots providing such lots are under one ownership. In the event that consolidated lots are used for one dwelling all restrictions herein contained shall apply to the consolidated lots as if a single lot, except that dues and assessments shall apply to each component lot.
- 3.) BUILDING SIZE: Minimum size for single-story ranch style home shall be one thousand four hundred (1, 400) square feet of living space, excluding garages and basements. Minimum size for a two-story home shall be one thousand five hundred (1, 500) square feet of living space, with no less than eight hundred (800) square feet on the first floor, excluding garages and basements. All homes shall have attached garages for no less than two (2) cars.
- 4.) SETBACK MINIMUMS:

- A. FRONT BUILDING LINE: Front yard shall be a minimum thirty (30) feet from any internal public street right-of-way.
- B. CORNER LOTS: Lots which front onto streets shall be considered as having two front building lines requiring setbacks from the right of ways to be a minimum of thirty (30) feet each, except that lots 4, 5, 28, 29 and 46 shall have a twenty-five (25) foot minimum side yard for the side (otherwise considered hereunder as being a front building line) adjacent to the street.

Anything herein to the contrary notwithstanding, the minimum distances in this paragraph for may be reduced to the extent permitted or waived by the City of Howell and provided declarant or its authorized representative has specifically consented to such reduction in writing.

- 5.) FENCES: No fence, freestanding wall or hedgerow may be erected on any lot without prior written approval of declarant. Upon approval of the materials and color, which shall be uniform with finished side of fence on the exterior, declarant shall approve six (6) foot fences along the lot lines which run along M- 59 and/or Byron Road. Additionally, four (4) foot cyclone fences shall be allowed to enclose swimming pools and dog runs, subject to declarant's approval of the dimensions and location of same.
- 6.) PLAN APPROVAL: No building permit shall be applied for and no grading, clearing or building of any kind whatsoever shall be commenced, erected or maintained on any lot, nor shall any addition to or change or alteration to any existing building or grade be made, until such time as proposed plans, specifications, building elevations and finish grading proposals are delivered to Distinctive Land, Inc. or its authorized agent for prior written approval of same and such approval is obtained or there is a failure to act upon same as provided herein. Such approval is hereby established a necessary method of guiding the development of the property as a plant and restricted community.

Within thirty (30) days after submission of the foregoing, Distinctive Land, Inc. or its authorized agent will approve or disapprove the request; failure to act within said. Will constitute approval as submitted, except that failure to obtain approval because the lapse of time shall might give the lot owner the right to deviate from the requirements of the building and use restrictions elsewhere set forth in this instrument nor the right to deviate from the finish grade shown on the engineering plans filed with and approved by the City of Howell. Further, no structure, Earth Phil, landscaping or other obstruction is to be placed on or adjacent to a lot line drainage area contemplated by said drainage plans. The determination of Distinctive Land, Inc. or its authorized representative in approving or rejecting proposed plans, specifications, elevations, and grating shall be, in the event of a dispute, final.

Notwithstanding anything to the contrary, all persons shall comply with the City of Howell Zoning and building ordinances in addition to the restrictions set forth

herein. In the case of a conflict between these restrictions and the City of Howell Zoning and/or building ordinances, the stricter standard shall prevail.

Each residence shall be completed within one (1) year from the date of first starting construction Byron.

- 7.) NUISANCES: No obnoxious or offensive activity shall be carried on or permitted upon any lots or shall anything be done there on which is or may be an annoyance or nuisance to adjacent or other lots owners. All appurtenances shall conform to any and all regulations of every governmental agency having jurisdiction thereover.
- 8.) SIGNS: Other than signs used for promotional purposes during development and construction, no sign of any kind shall be displayed to the public view on any lot except on a sign not more than six square feet used to advertise the property for sale or rent and except for entryway signs or walls with signage thereon installed by the Declarant or the Association to identify the property. Any sign displayed shall be maintained in good condition and shall be removed upon termination of use.
- 9.) LIVESTOCK AND POULTRY: No animals, livestock, birds, or poultry of any kind shall be raised, red, or kept on any lot, except that dogs, cats or other common household pets may be, provided they are not kept, bred or maintained for any commercial purposes.
- 10.) REFUSE: No lot shall be used or maintained as a dumping ground for rubbish or debris of any kind. Trash and other forms of waste shall not be kept on any lot except enclosed sanitary containers properly concealed from public view. No trash or waste shall ever be on the common areas.
- 11.) SUBSTITUTION OF APPROVING PARTY: Declarant has the right at any time or times hereafter to substitute for itself as to all or a portion of the property the Association and/or a building or builders as the party from whom approval must be obtained under any or all provisions of this instrument requiring the approval of Declarant.
- 12.) LAWNS: the homeowner of each lot shall install a lawn on the front, sides, and rear of its lot within six (6) months after taking residential occupancy of the house built on such lot, except no lawn is required hereunder for any area of the lot that is treed.
- 13.) TREES AND SIDEWALKS: Prior to issuance of the certificate of occupancy by the City of Howell, the homeowner of each lot shall install a sidewalk, including sidewalk closures, as specified by declarant across the front of each lot (and also the side of any corner lot) (or make a mutually acceptable arrangement with the City of Howell for installation of saying if unable due to inclement occupancy). At the time of application for a building permit the homeowner shall also pay to the City of Howell

the cost of two (2) trees and installation of same by the city (to be installed in the front of the homeowner's residence between the sidewalk and paved portion of the street) as a condition to issuance of the building permit for any lot.

14.) VEHICLES: No inoperative vehicles and no commercial vehicles, camper vehicles, house trailers, mobile homes, boats or boat trailers shall be permitted to be parked or stored on any lot in the property unless such vehicles, trailers, mobile homes and boats are parked or stored in an enclosed garage on said lot, nor shall any of the same be parked upon any street within the property except for commercial vehicles when present on business and then for a limited period of time only. These provisions shall not apply to the developer during development or to builders during construction on a lot.

15.) DESIGNATED AREA EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities (including retention and/or detention basins) are reserved as shown on the recorded subdivision map. Within these easements, no structure planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. The easement area of each lot at all improvements in it shall be maintained continuously by the owner of the lot, except those improvements for which a public authority or utility company is responsible.

IN WITNESS THEREOF, Distinctive Land, Inc. (Herein referred to as "Declarant"), caused these Building and Use Restrictions to be executed

(Please refer to the link [Building and use Restrictions](#) for signatories and copy of original dated document)

Rolling Oaks Subdivision #2

Building and Use Restrictions

The restrictions herein appearing shall apply to the following described property:

Situated in the City of Howell, Livingston County, State of Michigan:

Lots 105-211 Rolling Oaks Subdivision, according to the plat thereof as recorded in Liber 36 Pages 27 through 33, both inclusive, Livingston County Records

and shall constitute a general plan for the improvement and development of said property as a residential community. These restrictions are intended to fully protect each lot and these restrictions shall run with the land and shall be binding upon the grantors and all subsequent purchasers, their heirs, successors, administrators and assigns. By interference or otherwise,

these restrictions are not to be construed as applying to any lands other than the lots described above.

- 16.) LAND USE: All lots or units in the property shall be used as, known as and described as residential lots. No permanent structure shall be erected, altered, placed on or permitted to remain on any lot other than one single family dwelling and attached garage, and such other buildings and auxiliary structures having in the aggregate no more than one hundred (100) square feet of floor space and are built on concrete slab, as are consistent with or incidental to the residential use of the property. No structure of a temporary character, no trailer, basement, tent, shack, garage, barn or other building shall be used on any lot at any time as a residence, either temporarily or permanently. No temporary building shall be permitted to remain on any lot except as may be necessary or incidental to the promotion and sale of the properties herein, or incidental to the construction of a permitted building.
- 17.) LOT SIZE: No lot shall be reduced in size without the express prior written consent of the Declarant and the City of Howell. Lots may be enlarged by consolidation of adjoining lots providing such lots are under one ownership. In the event that consolidated lots are used for one dwelling all restrictions herein contained shall apply to the consolidated lots as if a single lot, except that dues and assessments shall apply to each component lot.
- 18.) BUILDING SIZE: Minimum size for single-story ranch style home shall be one thousand four hundred (1,400) square feet of living space, excluding garages and basements. Minimum size for a two-story home shall be one thousand five hundred (1,500) square feet of living space, with no less than eight hundred (800) square feet on the first floor, excluding garages and basements. All homes shall have attached garages for no less than two (2) cars.
- 19.) SETBACK MINIMUMS:
 - C. FRONT BUILDING LINE: front yard shall be a minimum thirty (30) feet from any internal public street right-of-way.
 - D. CORNER LOTS: lots which front onto streets shall be considered as having to front building lines requiring setbacks from the right of ways to be a minimum of thirty (30) feet each, except that lots 162,171,172,181, and 195 shall have a twenty-five (25) foot minimum side yard for the side (otherwise considered hereunder as being a front building line) adjacent to the street.

Anything herein to the contrary notwithstanding, the minimum distances in this paragraph for may be reduced to the extent permitted or waived by the City of Howell and provided declarant or its authorized representative has specifically consented to such reduction in writing.

- 20.) FENCES: No fence, freestanding wall or hedgerow may be erected on any lot without prior written approval of declarant. Upon approval of the materials and color, which shall be uniform with finished side of fence on the exterior, declarant shall approve six (6) foot fences along the lot lines which run along M-59 and/or Byron Road. Additionally, four (4) foot cyclone fences shall be allowed to enclose

swimming pools and dog runs, subject to declarant's approval of the dimensions and location of same.

- 21.) PLAN APPROVAL: No building permit shall be applied for and no grading, clearing or building of any kind whatsoever shall be commenced, erected or maintained on any lot, nor shall any addition to or change or alteration to any existing building or grade be made, until such time as proposed plans, specifications, building elevations and finish grading proposals are delivered to Distinctive Land, Inc. or its authorized agent for prior written approval of same and such approval is obtained or there is a failure to act upon same as provided herein. Such approval is hereby established a necessary method of guiding the development of the property as a plant and restricted community.

Within thirty (30) days after submission of the foregoing, Distinctive Land, Inc. or its authorized agent will approve or disapprove the request; failure to act within said. Will constitute approval as submitted, except that failure to obtain approval because the lapse of time shall might give the lot owner the right to deviate from the requirements of the building and use restrictions elsewhere set forth in this instrument nor the right to deviate from the finish grade shown on the engineering plans filed with and approved by the City of Howell. Further, no structure, Earth Phil, landscaping or other obstruction is to be placed on or adjacent to a lot line drainage area contemplated by said drainage plans. The determination of Distinctive Land, Inc. Or its authorized representative in approving or rejecting proposed plans, specifications, elevations, and grating shall be, in the event of a dispute, final.

Notwithstanding anything to the contrary, all persons shall comply with the City of Howell Zoning and building ordinances in addition to the restrictions set forth herein. In the case of a conflict between these restrictions and the City of Howell Zoning and/or building ordinances, the stricter standard shall prevail.

Each residence shall be completed within one (1) year from the date of first starting construction Byron.

- 22.) NUISANCES: No obnoxious or offensive activity shall be carried on or permitted upon any lots or shall anything be done there on which is or may be an annoyance or nuisance to adjacent or other lots owners. All appurtenances shall conform to any and all regulations of every governmental agency having jurisdiction thereover.
- 23.) SIGNS: Other than signs used for promotional purposes during development and construction, no sign of any kind shall be displayed to the public view on any lot except on a sign not more than six square feet used to advertise the property for sale or rent and except for entryway signs or walls with signage thereon installed by the Declarant or the Association to identify the property. Any sign displayed shall be maintained in good condition and shall be removed upon termination of use.

- 24.) LIVESTOCK AND POULTRY: No animals, livestock, birds, or poultry of any kind shall be raised, red, or kept on any lot, except that dogs, cats or other common household pets may be Provided they are not kept, bred or maintained for any commercial purposes.
- 25.) REFUSE: No lot shall be used or maintained as a dumping ground for rubbish or debris of any kind. Trash and other forms of waste shall not be kept on any lot except enclosed sanitary containers properly concealed from public view. No trash or waste shall ever be on the common areas.
- 26.) SUBSTITUTION OF APPROVING PARTY: Declarant has the right at any time or times hereafter to substitute for itself as to all or a portion of the property the Association and/or a building or builders as the party from whom approval must be obtained under any or all provisions of this instrument requiring the approval of Declarant.
- 27.) LAWNS: The homeowner of each lot shall install a lawn on the front, sides, and rear of its lot within six (6) months after taking residential occupancy of the house built on such lot, except no lawn is required hereunder for any area of the lot that is treed.
- 28.) TREES AND SIDEWALKS: Prior to issuance of the certificate of occupancy by the City of Howell, the homeowner of each lot shall install a sidewalk, including sidewalk closures, as specified by declarant across the front of each lot (and also the side of any corner lot) (or make a mutually acceptable arrangement with the City of Howell for installation of saying if unable due to inclement occupancy). At the time of application for a building permit the homeowner shall also pay to the City of Howell the cost of two (2) trees and installation of same by the city (to be installed in the front of the homeowner's residence between the sidewalk and paved portion of the street) as a condition to issuance of the building permit for any lot.
- 29.) VEHICLES: No inoperative vehicles and no commercial vehicles, camper vehicles, house trailers, mobile homes, boats or boat trailers shall be permitted to be parked or stored on any lot in the property unless such vehicles, trailers, mobile homes and boats are parked or stored in an enclosed garage on said lot, nor shall any of the same be parked upon any street within the property except for commercial vehicles when present on business and then for a limited period of time only. These provisions shall not apply to the developer during development or to builders during construction on a lot.
- 30.) DESIGNATED AREA EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities (including retention and/or detention basins) are reserved as shown on the recorded subdivision map. Within these easements, no structure planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which

may change the direction of flow of drainage channels in the easements. The easement area of each lot at all improvements in it shall be maintained continuously by the owner of the lot, except those improvements for which a public authority or utility company is responsible.

IN WITNESS THEREOF, Distinctive Land, Inc. (Herein referred to as "Declarant"), caused these Building and Use Restrictions to be executed

(Please refer to the link [Sub 2 Building and Use Restrictions](#) for signatories and copy of original document)

ROLLING OAKS SUBDIVISION
AMENDED BUILDING AND USE RESTRICTIONS

The restrictions herein appearing shall apply to the following described property:

Situated in the City of Howell, County of Livingston, State of Michigan:

lots 1 – 104 Rolling Oaks Subdivision, according to the plat thereof is recorded in Liber 31 pages 13 through 17, both inclusive, Livingston County Records.

and shall constitute a general plan for the improvement and development of said property as a residential community. These restrictions are intended to fully protect each lot and these restrictions shall run with the land and shall be binding upon the grantors and all subsequent purchasers, their heirs, successors, administrators and assigns. By interference or otherwise, these restrictions are not to be construed as applying to any lands other than the lots described above.

1. **LAND USE:** All lots or units in the property shall be used as, known as and described as residential lots. No permanent structures shall be erected, altered, placed on or permitted to remain on any lot other than one single-family dwelling and attached garage, and such other buildings and auxiliary structures having in the aggregate no more than one hundred (100) square feet of floor space and are built on a concrete slab, as are consistent with or incidental to the residential use of the property. No structure of a temporary character, no trailer, basement, tent, shack, garage, barn or other building shall be used on any lot at any time as a residence, either temporarily or permanently. No temporary building shall be permitted to remain on any lot except as may be necessary or incidental to the promotion and sale of the property herein, or incidental to the construction of permitted building.
2. **LOT SIZE:** No lot shall be reduced in size without the express prior written consent of the Declarant and the City of Howell. Lots may be enlarged by consolidation of adjoining lots providing such lots are under one ownership. In the event the consolidated lots are used for one

dwelling all restrictions herein contained shall apply to the consolidated lots as if a single lot, except the dues and assessments shall apply to each component lot.

3. BUILDING SIZE: Minimum size for homes shall be the minimum required by municipal ordinance. Notwithstanding the foregoing, declarant shall be entitled to require larger building sizes as declarant in declarant's sole discretion deems appropriate so long as the declarant owns any lots in the subdivision. All homes shall have attached garages for no less than two (2) cars.
4. SETBACK MINIMUMS:
 - A. FRONT BUILDING LINE: front yards shall be a minimum of thirty (30) feet from any internal public street right-of-way.
 - B. CORNER LOTS: lots which front onto streets shall be considered as having to front building lines requiring setbacks from a right of ways to be a minimum of thirty (30) feet each, except that lots 4, 5, 28, 29 and 46 shall have a twenty-five (25) foot minimum side yard for the side (otherwise considered hereunder as being a front building line) adjacent to the street.

Anything herein to the contrary notwithstanding, the minimum distances in this paragraph 4 may be reduced to the extent permitted or waived by the City of Howell and provided the declarant or its authorized representative has specifically consented to such reduction in writing.

5. FENCES: No fence, freestanding wall or hedgerow may be erected on any lot without prior written approval of declarant. Upon approval of the materials and color, which shall be uniform with finish side of fence on the exterior, declarant shall approve six (6) foot fences along the lot lines which run along M – 59 and/or Byron Road. Additionally, four (4) foot cyclone fences shall be allowed to enclose swimming pools and dog runs, subject to declarant approval of the dimensions and location of same.
6. PLAN APPROVAL: No building permit shall be applied for and no grading, clearing or building of any kind whatsoever shall be commenced, erected or maintained on any lot, nor shall any addition to or change or alteration to any existing building or grade be made, until such time as proposed plans, specifications, building elevations and finish grading proposals are delivered to Distinctive Land, Inc. Or its authorized agent for prior written approval of same and such approval is obtained or there is a failure to act upon same as provided herein. Such approval is hereby established a necessary method of guiding the development of the property as a planned and restricted community.

Within thirty (30) days after submission of the foregoing, Distinctive Land, Inc. or its authorized agent will approve or disapprove the request; failure to act within the said. Will constitute approval as submitted, except that failure to obtain approval because of lapse of time shall not give the lot owner the right to deviate from requirement of the building and use restrictions elsewhere set forth in this instrument nor the right to deviate from the finish grade shown on the engineering plans filed with and approved by the City of Howell. Further, no structure, Earth Phil, landscaping or other obstruction is to be placed on or adjacent to the lot line drainage area contemplated by said drainage plans. The determination of Distinctive Land, Inc. or its authorized representative in approving or rejecting proposed plans, specifications, elevations, and grading shall be in the event of a dispute, final.

Notwithstanding anything to the contrary, all persons shall comply with the City of Howell zoning and building ordinances in addition to the restrictions set forth herein. In the case of a conflict between these restrictions and the City of Howell zoning and/or building ordinances, the stricter standard shall prevail.

Each residence shall be completed within one (1) year from the date of first starting construction thereon.

7. NUISANCES: No noxious or offensive activity shall be carried on or permitted upon any lots or shall anything be done thereon which is or may be an annoyance or nuisance to adjacent or other lots owners. All appurtenances shall conform to any and all regulations of every governmental agency having jurisdiction thereover.
8. SIGNS: Other than signs used for promotional purposes during development and construction, no sign of any kind shall be displayed to the public view on any lot except on a sign not more than 6 square feet used to advertise the property for sale or rent and except for entryway signs or walls with signage thereon installed by the Declarant or the Association to identify the property. Any sign displayed shall be maintained in good condition and shall be removed upon termination of use.
9. LIVESTOCK AND POULTRY: No animals, livestock, words or poultry of any kind shall be raised, red, or kept on any lot, except that dogs, cats or other common household pets may be Provided they are not kept, bred or maintain for any commercial purposes.
10. REFUSE: No lot shall be used or maintained as a dumping ground for rubbish or debris of any kind. Trash and other forms of waste shall not be on any lot except enclosed sanitary containers properly concealed from public view. No trash or waste shall ever be on the common areas.
11. SUBSTITUTION OF APPROVING PARTY: Declarant has the right at any time or times hereafter to substitute for itself as to all or a portion of the property the Association and/or a building or builders as the party from whom approval must be obtained under any or all provisions of this instrument requiring the approval of declarant.
12. LAWNS: The homeowner of each lot shall install along on the front, side, and rear of its lots within six (6) months after taking residential occupancy of the house built on such lot, except no lawn as required hereunder for any area of the lot that is treed.
13. TREES AND SIDEWALKS: Prior to issuance of the certificate of occupancy by the city of Howell, the homeowner of each lot shall install a sidewalk, including sidewalk closures, as specified by declarant across the front of each lot (and also the side of any corner lot) (or make mutually acceptable arrangements within the city of Howell for installation of same if unable due to inclement weather to install same prior to issuance of the certificate of occupancy). At the time of application for a building permit the homeowner shall also pay to the city of Howell the cost of two (2) trees and installation of same by city (to be installed in the front of the homeowner's

residence between the sidewalk and paved portion of the street) as a condition to issuance of a building permit for any lot.

14. **VEHICLES:** No inoperative vehicles and no commercial vehicles, camper vehicles, house trailers, mobile homes, boats or both trailers shall be permitted to be parked or stored on any lot in the property unless such vehicles, trailers, mobile homes and boats are parked or stored in an enclosed garage on said lot, nor shall any of the same be parked upon any street within the property except for commercial vehicles when present on business and then for a limited period of time only. These provisions shall not apply to the developer during development or to builders during construction a lot.
15. **DESIGNATED AREA EASEMENT:** Easements for installation and maintenance of utilities and drainage facilities (including retention and/or detention basins) are reserved as shown on the recorded subdivision map. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except those improvements for which a public authority or utility company is responsible.
16. **SUPERSEDES PRIOR RESTRICTIONS:** The building and use restrictions contained herein shall supersede the building and use restrictions recorded in Liber 1724 pages 247 through 251 Livingston County Record.

IN WITNESS WHEREOF, Distinctive Land, Inc. (Herein referred to as "Declarant"), caused these Amended Building and Use Restrictions to be executed.

(Please refer to the link [Amended Building and Use Restrictions](#) for signatories and copy of original dated document)

Association Bylaws

ARTICLE I

Adoption of Other Documents

The applicable provisions of the "Rolling Oaks Sub Drainage Detention Basin Agreement; Rolling Oaks Homeowners Association ; Voting: Assessments" entered into by Distinctive Land, Inc. (as "Declarant") as required by the City of Howell and recorded in Liber 1768 pages 34-39, Livingston County Records, and as from time to time further amended, (hereinafter referred to as the "DDB Agreement") and the applicable provisions of the Building and Use Restrictions recorded for Rolling Oaks Subdivision in Liber 1724 pages 247-251, Livingston County Records, and as from time to time amended (hereinafter collectively referred to as the "Restrictions") are hereby incorporated by reference and adopted as part of the bylaws of this non-profit corporation (hereinafter referred to as the "association"). (A copy of the DDB Agreement and

Restrictions are attached hereto), where the Restrictions and DDB Agreement shall supersede the bylaws. The purposes and powers of the association and the rights, duties and obligations of membership as set forth in the Articles of Incorporation of the association filed with the State of Michigan on July 28, 1997 are also incorporated herein by reference, and a copy of said Articles of Incorporation are attached hereto.

ARTICLE II

Meetings

2.01 Meetings of the association shall be held at the principal office of the association or at such other suitable place convenient to the members as may be designated by the Board of Directors. Meetings of the association shall be conducted in accordance with Robert's Rules of Order when not otherwise in conflict with the Articles of Incorporation, the bylaws of the association, the DDB Agreement or the Restrictions.

2.02 The first annual meeting of the members of the Association shall occur no later than thirty (30) days after the date upon which ninety-five (95%) percent of the lots are owned by persons other than the Developer or Builders. The time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days written notice thereof shall be given to each member. Thereafter, the annual meeting of the members of the association shall be held on the first Tuesday of December of each succeeding year at a time and place as shall be determined by the Board of Directors in accordance with the requirements of Section 1 of Article III of these bylaws. The members may also transact at such meeting such other business of the association as may properly come before them.

2.03 It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the members presented to the Secretary of the association. Notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

2.04 It shall be the duty of the Secretary (or other association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each member of record on the association books at least thirty (30) days, but not more than sixty (60) days, prior to such meeting or within such other time period as is required in the DDB Agreement. The mailing, postage prepaid, of a notice (i) to the representative of each member or (ii) to any one or more of the members where there is more than one owner of the lot or (iii) merely addressed to the occupant if there is a home on the lot, and in each case mailed to the address shown on the records of the association, shall be deemed notice served, except that any notice to Developer's office address. Any member may, by written waiver of notice signed by such member, waive such notice, and such when filed in the records of the association, shall be deemed due notice.

2.05 If any meeting of members, including annual meetings, cannot be held because a quorum is not in attendance the members who are present may adjourn the meeting to a place and time not less than forty-eight (48) hours nor more than sixty (60) days from the time the original meeting was called.

2.06 The owners of each lot in the Subdivision shall file their name(s) and address(es) and evidence of ownership with the Secretary of the association for the association Records, and the successive owners of such lot shall also so file their name(s) and address(es) and evidence of ownership upon acquiring ownership.

ARTICLE III

Membership and Voting

3.01 Membership in the association shall be mandatory for each lot owner in Rolling Oaks Subdivision (hereinafter referred to as the "Subdivision"). Membership shall be appurtenant to, and may not be separated from, ownership of a Lot.

Where there is more than one owner of a lot, the membership for such lot shall be joint and several among all the co-owners of the lot, and the co-owners of such lot shall be collectively deemed herein as being only one member and counted as only one member, even though all co-owners of such lot shall be jointly and severally personally liable for all mandatory assessments against such lot. Accordingly, each lot in the Subdivision shall be entitled to only one collective membership and each lot shall be entitled to only one vote.

3.02 Unless waived by the Officer conducting the meeting, no member, other than the Developer, shall be entitled to vote at any meeting of the association unless such member has presented evidence of ownership of a lot or has previously filed such evidence in accordance with Section 6 of Article II above.

3.03 The presence in person of members representing thirty-five (35%) percent of the total number of lots shall constitute a quorum for holding a meeting of the members of the association, and except for voting on questions specifically required by these bylaws or the DDB Agreement, if any which require a greater quorum. In cases where written voting is permitted, the written vote of the member furnished at or prior to any duly called meeting at which meeting said party is not present in person shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

3.04 If a quorum is not present and the meeting is adjourned as provided in Section 5 of Article II of these bylaws, the presence in person of members representing on-half the required quorum at the preceding meeting, however in no event less than ten (10%) percent of the lots, shall constitute a quorum at such adjourned meetings.

3.05 Votes may be cast in person and it shall also be permissible to vote by a writing duly signed by the member who is not present at a given meeting in person. Any written votes must be filed with the Secretary of the association or the Officer conducting the meeting at or before

the time of the voting. Also, voting by proxy shall be permitted. Cumulative voting shall not be permitted.

ARTICLE IV

Board of Directors

4.01 The affairs of the association shall be governed by a Board of Directors, all of whom must be Subdivision lot owners or officers, partners, trustees, or employees of corporate or partnership lot owners, except for members of the Board of Directors who are appointed by the Developer. Anything in these bylaws to the contrary notwithstanding, subject to terms of the DDB Agreement, the Developer may appoint the Directors of the association until such time as ninety (90%) percent of the lots in the Subdivision shall have been sold by the Developer. Directors shall serve without compensation. Any Director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

4.02 The Board of Directors shall be composed of five (5) persons. The Board of Directors shall manage the affairs of the association. A director shall hold office until its successor has been elected or appointed, or until its resignation or removal. Notwithstanding the foregoing, so long as the Developers shall be entitled to appoint the Directors, the number of Directors shall be determined by said Developer.

4.03 The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the association and may do all such acts and things as are not by law, the DDB Agreement, the Articles of Incorporation, or these Bylaws, prohibited.

4.04 In addition to the foregoing duties imposed by these bylaws or any further duties which may be imposed by resolution of the members of the association, the Board of Directors shall specifically have the following duties and/or rights;

- (a) To manage and administer the affairs of and maintenance of the association and the property (real, personal and otherwise) owned by the association.
- (b) To collect mandatory and voluntary assessments from the members of the association and to use the proceeds thereof for the respective purposes of the association.
- (c) To carry insurance and collect and allocate the proceeds thereof.
- (d) To rebuild improvements after casualty.
- (e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the association.
- (f) To acquire, maintain, improve, and to buy, sell, convey, assign, grant easements, rights-of-way and licenses, mortgage or lease, any real or personal property on behalf of the association in furtherance of any of the purposes of the association.

(g) To borrow money and issue evidence of indebtedness in furtherance of any or all of the purposes of the association, and to secure the same by mortgage, pledge, or other lien, on property owned by the association; provided, however, that any such action shall be approved by affirmative vote of seventy-five (75%) percent of members.

(h) To enforce the provisions of the DDB Agreement, these bylaws and the Restrictions.

(i) To suspend the voting rights and the right to the use of the Common Areas owned by the Rolling Oaks Homeowners association of a member during any period during which such member shall be in default in the payment of any mandatory assessment levied by the association. Such right may also be suspended for a period not to exceed sixty (60) days for infraction of Rules and Regulations adopted by the Board of Directors.

4.05 The Board of Directors may adopt Rules and Regulations respecting the use and enjoyment of the Common Areas (sometimes referred to in these bylaws as parks) owned by the association and for the personal conduct in the Common Areas of the members and to establish penalties for the infraction thereof, and such other Rules and Regulations as are desirable for proper maintenance and control of the Common Areas.

4.06 Vacancies in the Board of Directors caused by any reason other than the removal of a Director by vote of the members of the association shall be filled by vote of the majority of remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a Director until a successor is (i) elected at the next annual meeting of the association or (ii) otherwise elected by the remaining Directors, or (iii) elected at a special meeting of the association called for this purpose.

4.07 The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no formal notice shall be necessary to the newly elected Directors in order legally to constitute such meeting provided some form of notice is given to each Director and providing a majority of the whole Board shall be present.

4.08 Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least one such meeting shall be held during each calendar year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph, at least ten (10) days prior to the date named for such meeting.

4.09 Special meetings of the Board of Directors may be called by the President on at least three (3) days prior notice to each Director, given personally, or by mail, telephone or telegraph, which notice shall state the name, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice (except as otherwise required by the DDB Agreement) on the written request of any two Directors.

4.10 Before, at, or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such

notice. Attendance by a Director at any meeting of the Board, no prior notice shall be required and any business may be transacted at such meeting not otherwise prohibited by these bylaws.

4.11 At all duly held meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The later joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the prior presence of such Director for the purposes of determining a quorum.

4.12 The Board of Directors may require that all officers and employees of the association handling or responsible for association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration of the association and paid for by the association.

4.13 The first Board of Directors shall be appointed by the Developer who shall serve until their successors (whether by Developer appointment and election by members in accordance with the bylaws and DDB Agreement) are appointed or elected.

ARTICLE V

Officers

5.01 The principal officers of the association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer, all of whom shall serve without compensation if they are members of the Board of Directors and otherwise may be reasonably compensated at the discretion of the Board of Directors. The Directors may appoint an assistant Treasurer and an assistant Secretary and such other officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one person.

5.02 The Officers of the association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

5.03 Upon affirmative vote of a majority of the members of the Board of Directors, any Officer may be removed either with or without cause, and his or her successor elected at any regular meeting of the Board of Directors, or any special meeting of the Board called for such purpose.

5.04 The President shall be the chief executive officer of the association. He or she shall preside at all meetings of the association and of the Board of Directors. He or she shall have all of the general powers and duties which are usually vested in the office of the President of the association, including but not limited to the power to appoint committees from among the

members of the association from time to time as he or she may in his or her discretion deem appropriate to assist in the conduct of the affairs of the association.

5.05 The Vice President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other members of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him or her by the Board of Directors.

5.06 The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the association; he or she shall have charge of the corporate seal and of such books and papers as the Board of Directors may direct; and he or she shall, in general, perform all duties incident to the office of the Secretary.

5.07 The Treasurer shall have responsibility for the association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the association. He or she shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the association, in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also within a reasonable time respond in writing on behalf of the association to written requests to the association as to whether, and the amount of, there are unpaid mandatory assessments against any particular lot according to the books of the association.

5.08 The Officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE VI

Seal

6.01 The association may, but is not required to, have a seal which shall have inscribed thereon the name of the corporation, the words "corporate seal" and "Michigan".

ARTICLE VII

Finance

7.01 The fiscal year of the association shall be from January 1 to December 31.

7.02 The funds of the association shall be deposited in such banks or savings and loan associations (herein "bank accounts") as may be designated by the Directors and shall be

withdrawn only upon the check of other draft of such Officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The association shall keep separate bank accounts for mandatory assessments and for voluntary assessments and for voluntary assessments so that receipts and expenses of the two different assessments will not be mixed together.

7.03 The association shall keep detailed books of account pertaining to the administration of the association in accordance with generally accepted accounting principles. Such accounts shall be open for inspection by the members at reasonable intervals and during reasonable working hours and shall be audited annually by a qualified auditor. The cost of such audit shall be an expense of administration of the association.

7.04 There shall be two types of association assessments. One shall be mandatory assessments and the members are obligated to pay same. The other shall be voluntary assessments and the members may elect not to pay same, although the members are hereby encouraged to pay same for the benefit of themselves, their neighbors, the association and the Subdivision.

a. Mandatory annual assessments are due on June 1st of each year and they shall not exceed \$200.00 per lot per year until January 1, 1994. From and after January 1, 1994 the maximum mandatory assessment may be increased each year not more than five (5%) percent above the maximum assessment for the previous year without a vote of the members. However, from and after January 1, 1994, the maximum mandatory assessment may only be increased above the five (5%) percent maximum previously described, upon a vote of two-thirds (2/3) of the members, excluding the Developer and the affirmative vote of the Developer. Notwithstanding the foregoing, in addition to the mandatory annual assessments, special assessments may be levied in accordance with the terms of the DDB Agreement. Late charges as a handling fee (in addition to interest) not to exceed \$25.00 may be established by the Board of Directors on any mandatory assessments which are more than thirty (30) days delinquent in payment but may be waived by the Board of Directors in its discretion for any given lot. Mandatory annual assessments may be used to provide for the (i) improvements of (ii) payment of taxes, insurance, electricity, water and other utility charges for, and (iii) repair, replacement, maintenance and management of, the following:

(i) The Common Areas and all present and future improvements therein located within the Subdivision, which Common Areas are known as Rolling Oaks Park, and

(ii) The property located alongside and within the entryways to the Subdivision (including without limitation any signs, fixtures and facilities located thereon, and including without limitation the street right of ways) and/or any cul-de-sac islands within the subdivision and/or berms and other landscaping along Byron Road, in and as the association shall determine,

and may be used to collect and enforce payment by any lawful means of all charges or mandatory assessments against members pursuant to, or to carry out, or to enforce these bylaws and the applicable provisions of the DDB Agreement, and as they may be

amended, and may be used to pay all expenses in connection with the Common Area and they entryways and/or the cul-de-sac islands, and/or the berms and other landscaping along Byron Road, all as referred to in (i) and (ii) above, and all office and other expenses incident to the conduct of such business of the association, including all licenses, taxes and governmental charges levied or imposed against the land of the association. The association shall have a lien against the property to secure payment of mandatory assessments including any interest thereon.

(b) Voluntary assessments may be in any amount but shall not be an obligation against a member or its property and is in the nature of a voluntary contribution to be made or not made at the discretion of each member, and which assessments may be used to fund the above purposes and other purposes of the association for items not contained in (i) and (ii) above, including without limitation contracting for early snow removal from subdivision streets and funding activities for the enforcement of the Restrictions.

7.05 Each year prior to December 31st the board of directors may levy mandatory annual assessments as provided for in the DDB agreement and in these bylaws. The existing year's annual mandatory assessment shall be the following year's annual mandatory assessment in the event the board of directors does not levy a new one by December 31st, except that such automatic renewal shall be limited to a cap of no higher than \$200.00 for any given year absent the approval of the developer as provided in section 4a of this Article VII. The board of directors may also propose voluntary assessments from time to time during the year.

7.06 Interest at the rate of seven (7%) percent per annum shall accrue on unpaid mandatory assessments from the date due and at such higher rate permitted by law upon the filing of court action. The association may enforce collection of delinquent assessments including interest thereon by a suit at law for a money judgment without foreclosing or waiving the lien or by foreclosure or by any other legal method or by any combination thereof to the extent permitted by law, including without limitation that an action for money damages and foreclosure may be combined in one action. The election of one remedy shall not bare the election of another remedy. Each lot owner and every other person who, from time to time, has any interest in the lot shall be deemed to have granted the association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement with power of sale. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement with power of sale, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternate procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. To the extent permitted by law the association has the right to elect one method thereafter decided instead of electing the other method. The association may bid in at the foreclosure sale and acquire, hold, lease, mortgage and/or convey the lot and all improvements thereon. The expenses incurred in collecting or attempting to collect unpaid mandatory assessments, including interest, costs, actual attorney's fees (not limited to statutory fees) and advances for taxes or other liens paid by the association to protect its lien, plus any late charges, shall be chargeable to the lot owner in default and shall be secured by the lien on the lot. Notwithstanding any other provisions of these bylaws, the mortgagee of a first mortgage of record of a lot obtains title to the lot as a result of the foreclosure of the first mortgage or by deed (or assignment or other arrangement)

in lieu of foreclosure, or any purchaser at a foreclosure sale obtains title to the lot except for the delinquent lot owner, such mortgagee or person, its successors and assigns, is not liable for said mandatory assessments and ancillary charges recited above (including without limitation expenses incurred in attempting to collect same) which became due prior to the acquisition of title to the lot by such mortgagee or person and the expiration of the period of redemption from such foreclosure. The association may not commence these proceedings to foreclosure its lien without recording and serving notice of lien in the following manner:

- a.) The notice of lien shall set forth the legal description of the lot to which the lien attached, the name of the owner of record thereof, the amount of mandatory assessments due the association as of the date of the notice, exclusive of interest, expenses, attorney's fees and future mandatory assessments.
- b.) The notice of lien shall be in recordable form, executed by an officer of the association or authorized representative of attorney of the association, and may contain such other information as the association deems appropriate.
- c.) The notice of lien shall be recorded in the office of the Register of Deeds for Livingston County, Michigan and shall be served upon the delinquent owner by first class or certified mail, postage prepaid, addressed to the last known address of the lot owner at least ten (10) days in advance of the commencement of the foreclosure proceedings.

ARTICLE VIII

Indemnification of Officers and Directors

Every director and every officer of the association shall be indemnified by the association against all expenses and liabilities including counsel fees, reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason or his or her being or having been a director or an officer of the association, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. The association may purchase insurance to protect officers, directors and employees from liability for their actions or inactions as officers, directors or employees.

ARTICLE IX

Amendments

9.01 Amendments to these bylaws may be proposed by the board of directors of the association acting upon the vote of the majority of the directors or by one-third or more in number of the votes of the members of the association whether meeting as members or by instrument in writing signed by them.

9.02 Upon any such amendment being proposed, a meeting for the consideration of the same shall be duly called in accordance with the provisions of these bylaws.

9.03 These bylaws may be amended by the members of the association at any regular annual meeting or a special meeting called for such purpose, by an affirmative vote of a majority of all of the members of the association, except that these bylaws cannot be amended without the written consent of the developer so long as the developer owns any lot in Rolling Oaks Subdivision. Further, these bylaws cannot be amended in such a manner as to conflict with the DDB Agreement or to reduce any of the association's obligations, as assumed from the Developer, under the DDB Agreement.

9.04 At any meeting held to consider such amendment or amendments to these bylaws, the witnessed and notarized written vote of any member of the association shall be recognized if such member is not in attendance at such meeting providing such written vote is delivered to the Secretary of the association or the officer conducting the meeting at or prior to the time of the voting at such meeting.

9.05 A copy of each amendment to the bylaws shall be mailed or delivered to every member of the association after adoption.

ARTICLE X

Developer

10.01 The word "Developer" as used herein means Distinctive Land, Inc., its successors and assigns, or any party to whom Developer specifically assigns the rights of Developer under these bylaws.

ARTICLE XI

Severability

11.01 In the event that any of the terms or provisions of these bylaws are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holdings shall not affect, alter, modify, or impair in any manner whatsoever any of the other terms of provisions or the remaining portions of any terms of provisions exclusive of those portions held to be partially invalid or unenforceable.

(Please refer to the link [Bylaws](#) for signatories and copy of original document)

ARTICLES OF INCORPORATION

For use by Domestic Non-- Profit Corporations

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned person execute the following Certificate:

ARTICLE I

The name of the corporation is: ROLLING OAKS HOMEOWNERS' ASSOCIATION

ARTICLE II

The purpose or purposes for which the corporation is formed are:

- a. To own, maintain, and improve, and to buy, sell, convey, assign, mortgage or lease (as landlord or tenant) any real or personal property, for the purpose of providing benefit to the members of the corporation, and in furtherance of any purpose of the corporation;
- b. To levy and collect assessment against and from the members of the corporation and use the proceeds thereof for the purposes of the corporation;
- c. To carry insurance and to collect and allocate the proceeds thereof;
- d. To rebuild improvements owned by the corporation, if any, after casualties;
- e. To finance and construct improvements to the land owned by or dedicated to the corporation;
- f. To make and enforce reasonable regulations concerning the use and enjoyment of the land owned by or dedicated to the corporation;
- g. To borrow money and issue evidence of indebtedness in further rents of any or all purposes of the Corporation, and to secure the same by mortgage, pledge or lien;
- h. To administer and enforce the provisions of the Amended Building and Use Restrictions for Rolling Oaks Subdivision, as recorded in Liber 1724, pages 247 through 251, Livingston County Records and as amended from time to time (the "Declaration") and the Building and Use Restrictions for future phases of Rolling Oaks Subdivision (i. e. Rolling Oaks Subdivision No.2) (the "Future Declaration");
- i. To administer and enforce the provisions of the Rolling Oaks Drainage Detention Basin Agreement, as Recorded in Liber 1768, Pages 34 through 39, Livingston County Records and as amended from Time to Time (the "Basin Agreement");
- j. To operate an Architectural Control Committee pursuant to the Declaration and/or Future Declaration;
- k. To perform any act or to undertake any activity which relates to the maintenance of the roads or any other improvement located within a road right-of-way in the Subdivision described in the Declaration and/or Future Declaration;
- l. In general, to enter into any kind of activity, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of the real and personal property owned by the corporation and to the accomplishment of any of the purposes hereof.

- m. To perform all of the foregoing with respect to Rolling Oaks Subdivision No. 2 when same shall be developed.

ARTICLE III

- 1. The corporation is organized upon a non-stock basis.
- 2. The corporation has no real property assets nor personal property assets although it is contemplated that the Park Areas described in the Basin Agreement and/or other common areas contained or to be contained in the Subdivisions will be deeded to the Association in the future. The corporation is to be financed by levying assessments against, and collecting assessments from, members of the corporation.
- 3. The corporation is organized on a membership basis.

ARTICLE IV

- 1. The street and mailing address of the registered office of the corporation is:

31500 West Ten Mile Road
Farmington Hills, MI 48336

- 2. The name of the residence at the corporations registered office is:

Michael E. Tobin

ARTICLE V

The name and address of the incorporation is as follows:

| Name | Residence or Business Address |
|------------------|--|
| Michael E. Tobin | 31500 West Ten Mile Road Farmington Hills, MI 48336 |

ARTICLE IV

The qualifications of members, the manner of their admission to the corporation, the termination of members, and voting by such members shall be as follows:

- a. Each Owner (as defined in big Declaration and/or Future Declaration) of a Lot (as defined in the Declaration and/or Future Declaration) shall be a member of the corporation and no other person or entity shall be entitled to membership.
- b. Membership in the Corporation shall be established as provided in the Declaration and/or Future Declaration.

- c. The share of a member in the funds and assets of the corporation cannot be assigned, pledged, encumbered or transferred in any manner except as appurtenance to his Lot.
- d. Voting by members shall be in accordance with the provisions of the Bylaws of this Corporation.

ARTICLE VII

A volunteer director shall not be personally liable to the Corporation or its shareholders or members for monetary damages for a breach of fiduciary duty of the director, except for liability for:

- a. Any breach of the director's duty of loyalty to the Corporation or its members.
- b. Any acts or omissions not in good faith or that involve intentional misconduct or knowing violation of law.
- c. Any violation of Section 551 (1) of the Act.
- d. Any transaction for which the director derived an improper personal benefit.
- e. Any act or omission occurring before the date this document is filed.
- f. Any act or omission that is grossly negligent.

If, after the adoption of this Article by the members of the corporation, the Michigan Nonprofit Corporation Act is hereafter amended to further eliminate or limit the liability of the director, then a director of the corporation (in addition to the circumstances in which the director is not personally liable as set forth in the preceding paragraph) shall not be liable to the Corporation or its members to the fullest extent permitted by the Michigan Nonprofit Corporation Act, as so amended.

Any repeal or modification of this Article of the members of the Corporation shall not adversely affect any right or protection of the director of the Corporation existing at the time of such repeal or modification.

For purposes of this Article VII, "volunteer director" shall mean any director does not receive anything of value from the corporation serving as a director other than reasonable per diem compensation and reimbursement for actual, reasonable, and necessary expenses incurred by a director in his or her capacity as a director.

(Please refer to the link [Articles of Incorporation](#) for signatories and copy of original document)

ROLLING OAKS SUB DRAINAGE DETENTION BASIN AGREEMENT;

ROLLING OAKS HOMEOWNERS ASSOCIATION; VOTING; ASSESSMENTS

Section 1. Definitions

A. **Park areas** Park Areas as referenced herein shall include but not be limited to storm water detention and sedimentation ponds, lakes, wetlands, floodplains and recreation areas.

B. **Easements** Easements and rights of ways are hereby reserved as shown in the recorded Plat of Rolling Oaks Subdivision, and shall not be encroached upon in any manner by any Owner. The appropriate governmental agency shall have the right to assess all of the Lots in the subdivision on an equal basis for the necessary maintenance and repair instead easement and right-of-ways pursuant to P. A. 288 of 1967, Sections 192 and 192 (a).

C. **Declarant** The declarant is the plot proprietor or proprietors.

Section 2. **Title to Park Area** Title to the Park Areas shall be vested in the Association hereinafter described as Trustee for the nonexclusive benefit of the owners and subject to the right of enjoyment and easement in and to such Park Areas by each Owner. Such easements shall not be personal, but shall be considered appurtenant to the Lots, which easement shall pass with the title to the Lots whether specifically set forth in deeds to the Lots or not, subject to the following:

A. The right of Declarant to make and enforce reasonable rules and regulations to carry out the terms of this Declaration and to fulfill its purposes.

B. The right of Declarant to fix and levy reasonable assessment with respect to the Park Areas, which assessments shall be utilized solely for the operation, use, maintenance, repair, replacement and administration of said Park Areas.

C. The right of Declarant to construct, maintain, repair, replace and administer improvements on the Park Areas for the benefit of the Owners.

D. The reserved right of the Declarant to grant future easements within the Park Areas for the installation, repair and maintenance of water mains, storm and sanitary sewers, drainage courses and other public utilities, provided that such utility shall be installed in such manner as to minimize damage to the natural features of the Park Areas, and provided further that Declarant obtain the consent of the Circuit Court having jurisdiction and record and amended plat of the area affected.

E. The reserved right of the Declarant to develop additional Lots as future phases of the Subdivision and the right of owners of all said Plots to be members of the Association.

Section 3. **Control and Jurisdiction of Park Areas** Control and jurisdiction over the Park. Shall be vested in the Association to be known as the Rolling Oaks Homeowners Association and herein referred to as the "Association".

Section 4. **Organization of the Association** The Association shall be organized as a non-profit corporation, on a non-stop basis, for perpetual term under the laws of the State of Michigan. Such Association shall be incorporated by the Declarant prior to the sale of any lots in Rolling Oaks Subdivision, but in any event within One Hundred Eighty (180) days following the recording of the final plat of the Rolling Oaks Subdivision.

Section 5. **Membership in the Association** Membership in the Association shall be mandatory for each owner and any subsequent owner of lots and Rolling Oaks Subdivision (including

owners of lots in subsequent phases of the Subdivision). Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. When more than one person holds an interest in any lot, all such person shall be members but each lot shall be entitled to only one (1) vote and such person shall exercise their vote as they among themselves determine. Notwithstanding the foregoing, the Declarant shall be entitled to twenty (20) votes for each lot in which it holds fee simple title in order to assure the orderly development of the subdivision and the Park Areas; until 90% of the maximum number platted Lots permitted under the Planned Unit Development for all potential phases of the Subdivision (211 lots total) are sold, and fee simple title conveyed, at which time the Declarant shall be entitled to only one (one) vote for each lot in which holds the fee simple title.

Section 6. Authority and Responsibility of the Association The Association shall have the authority and responsibility to establish bylaws, rules, regulations, and policies for the Association, including the authority to make and enforce stringent rules and regulations pertaining to the ownership, maintenance and use of the Park Areas, which shall be binding upon the Owners.

Section 7. Assessments by the Association Assessments shall be levied by the Association and shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the owners, and in particular, for the operation, maintenance, management and improvement of the Park Areas, including but not limited to, the payment of taxes, and insurance thereon, the maintenance, repair and replacement of improvements thereon, for additions thereto, and for the cost of labor, equipment, materials, management and supervision for and in connection with said Park Areas. Until January 1, 1994, the maximum annual assessment per Lot shall be Two Hundred and 00/100 (\$200. 00) dollars.

A. From and after January 1, 1994, the maximum annual assessment may be increased each year not more than five (5%) percent above the maximum assessment for the previous year, without a vote of the membership.

B. From and after January 1, 1994, the maximum annual assessment may be increased above five (5%) percent by a vote of two-thirds (2/3) of the members, excluding Declarant, who are voting in person or by proxy, at a meeting duly called for this boat and the affirmative vote of the Declarant.

C. The Board of Directors may fix the annual assessment in an amount not in excess of the maximum.

D. There shall be no proration of assessments for the first lot owner (other than Declarant). First lot owner shall pay the full assessment due for that year in which they become a lot owners, and the assessment shall become due within thirty (30) days of either they're taking title to the lot were occupying lot, whichever is earlier.

E. Assessments are due June 1 of each year.

F. In addition to the annual assessments authorized above, the Association may levy, in any calendar year beginning January 1, 1993, a special assessment applicable to such year only for the purpose of defraying in whole or in part the cost of construction of any capital improvement upon the Park Areas, including fixtures and personal property relating thereto, or the cost of establishing or

adding to reserve therefore, provided that any such assessment shall have the consent, at a meeting duly called for such purpose, of more than fifty (50%) percent of all members within the Association.

G. Declarant may, at its sole discretion, exempt certain builders from the payment of annual assessments while they are building within the Subdivision. In no event shall Declarant be obligated to pay fees, dues or assessments to the Association.

Section 8. Notice of Meetings Written notice of any meeting called for the purpose of taking any action authorized under this Declaration shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members in person or by a duly executed writing entitled to cast more than thirty-five (35%) percent of all of the votes shall constitute a quorum. All such proxies or writings shall be specific in nature. 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 of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting; provided, however, that passage of special assessments under section 7 (F) above shall always require more than fifty (50%) percent approval of all Members, and no reduced quorum requirements shall be applicable thereto.

Section 9. Reserve Fund The reserve fund in the amount of Two Thousand (\$2000. 00) Dollars, for maintenance, repairs and replacement of Park Areas that must be maintained, repaired or replaced on a periodic basis, shall be accumulated and maintained from the annual assessment. To the extent that funds are withdrawn and utilized for the purposes set forth, the funds shall be replenished within a reasonable period not to exceed two (2) years notwithstanding any other provision for assessment set forth herein. Written notice of annual assessment shall be sent to every Owner immediately after action assessing the same; provided, however, that where there is more than one Owner of a Lot, only one notice need be sent. Such annual assessments shall be payable within thirty (30) days of such notice.

Section 10. Assessment Delinquency Any assessment levied hereunder against any lot which are not paid within ten (10) days after the due date (together with the expense of collection set forth below) shall bear interest from the due date at the rate of seven (7%) percent per annum, and the Association made parentheses pursuant to duly promulgated rules and regulations, establish fines for late payment of such assessments. The expenses incurred in collecting any such delinquent assessments, including interest, costs and reasonable attorney's fees (not limited statutory fees), shall be chargeable to the Owner in default and shall be secured by the lien on his lot. The Association may file liens to enforce collection of any delay in the assessments. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Park Areas or by abandonment of his lot.

Section 11. Subordination of Assessment Lien The lien for the assessments provided for herein shall be subordinate to the lien of any first mortgage on the Property. Sale or transfer of any lot shall not affect the assessment Lien. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due for from the lien thereon.

Section 12. Use, Enjoyment, Maintenance, Restriction, or Alteration of Park Areas The Park Areas hereto for referred to shall be equally available for the use and enjoyment of Owners, their

immediate families and guests thereof. Except as initially improved by the Declarant, the Park Areas shall not be altered in any way that approval of the City of Howell, Livingston County Road Commission, the Department of Natural Resources or other appropriate governmental agencies.

The Association shall be responsible for the maintenance of all Park Areas including the Storm Water Detention Pond in the conservation easement located within the Rolling Oaks Subdivision, and the cost thereof as is more fully set forth herein.

Section 13. Taxes and Assessments on Park Areas Any taxes or assessments assessed against or levied on the Park Areas shall be pro – rated among the Owners and billed as part of the taxes assessed to the lots.

Section 14. Control and Jurisdiction by City of Howell In the event that the Association shall at any time fail to maintain the Park Areas in reasonable condition and order, the City of Howell may serve written notice upon the Association or upon the Owners setting forth the manner in which the Association has failed to maintain the Park Areas in reasonable condition and said notice shall include a demand that deficiencies or maintenance be cured within thirty (30) days thereof, and further shall state the date and place of the hearing thereon for the City of Howell Board of Trustees or such other boards, body of officials to whom the City of Howell shall delegate such responsibility, which shall be held within fifteen (15) days of the notice. At such hearing the City of Howell may modify the terms of the original notice as to the deficiencies and may give an extension of time within which they shall be cured. If the deficiencies set forth in the original notice for in the modifications thereof, shall not be cured within said thirty (30) days or any extensions thereof, the City of Howell, in order to prevent blight hazards or nuisance conditions, may in its sole reasonable discretion enter upon and maintain said Park Areas for a period of one (1) year. Lot owners shall be assessed by the City of Howell for any actual expenditures including administration expenses.

Said maintenance by the City of Howell shall not constitute a taking of the Park Areas nor vest in the public any additional right to use the same. Before the expiration of said year, the City of Howell shall upon its own initiative, or upon the request of the Association, call a public hearing upon notice to the Association and the members thereof, at which hearing the Association or the members shall show cause why such maintenance by the City of Howell shall not, at the election of the City of Howell, continue for succeeding year. If the City of Howell shall reasonably determine that the Association is ready, willing and able to maintain the Park Areas in reasonable condition, the City of Howell shall cease to maintain the Park Areas at the end of said year. If the City of Howell shall reasonably determine that the Association is not ready, willing and able to maintain the Park Areas during the next succeeding year, then subject to a similar hearing and determination, in each year thereafter, the City of Howell may continue to enter upon instead Park Areas and maintain same. However, should any emergency threatening the public health, safety and general welfare of the public be determined by the City of Howell to exist, the City of Howell shall have the right to take immediate corrective action. Assessments imposed pursuant to this paragraph shall become due, be collected and be returned for non-payment in the same manner same time as ad valorem property tax levies of the City of Howell. In addition, the City of Howell shall be subrogated at its option, to the Association as to all of its rights collection for any lien as may be herein provided. The Association agrees to hold harmless and indemnify the City of Howell from any actions taken in exercising said rights of collection. The City of Howell shall also have the right to assess for the maintenance of detention areas.

General Provisions

Section 1. Enforcement The Declarant, its successors and assigns, and any Owner shall have the right to enforce, by any proceeding at law or equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, its successors and assigns, or any Owner to enforce any covenant restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

By their acceptance of title each lot owner shall be held to vest in Declarant, its successors and assigns, and it shall be deemed to have the right and power in its own name to take, prosecute, and enforce pursuant to Act 228 of P. A. Of 1967, all suits legal, equitable or otherwise, which they deem necessary or advisable. Upon violation of any restriction or breach of any covenants, Declarant, its successors and assigns, may enforce them by a suit for money judgment, or by an action in equity seeking a mandatory injunction, and the exercise of any one or more of them shall not be deemed to constitute an election of remedies. In addition to all other remedies, the Declarant, its successors and assigns, may enter upon the land as to which such violation or breach exist, and summarily abate and remove at the expense of the Owner thereof any construction or other violation that may be or exist thereon contrary to the intent and provision hereof. The Declarant, its successors and assigns, shall not thereby become liable for trespass, abatement, removal or in any other manner. Any and all rights and remedies which Declarant, its successors and assigns, may have under this Declaration or by operation of law, either at law or in equity, upon any violation or breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other; and no one of them, whether exercised by Declarant and/or any Owner or their heirs, successors or assigns, or not, shall be deemed to be in exclusion of any other and any two or more or all of such rights and remedies may be exercise at the same time.

Section 2. Severability In the event any provision of the restrictions contained in this Declaration should be held ineffective or invalid for any reason by waiver, judgment, decree or other Court order or otherwise, all other parts and provisions of these restrictions shall nevertheless remain in full force and effect.

Section 3. Amendments The conditions, covenants and restrictions of this Declaration shall run with and bind the land were term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended successive periods of fifteen (15) years. This Declaration may be amended during the first thirty (30) year. And during each successive fifteen (15) year period thereafter by an instrument signed by not less than seventy-five (75%) percent of the Owners and the City of Howell. Any amendment changing or modifying this Declaration in whole or in part must be recorded in the Office of the Registrar of Deeds of Livingston County, Michigan.

Section 4. Interpretation of Terms The masculine pronouns and relative words used in this agreement shall be read as though written in masculine, feminine, neuter or plural forms respectively as the context requires or permits.

Section 5. Assignment Declarant may at any time assign and convey all or part of its reserved rights, power, privileges and duties which are herein reserved to it in the Rolling Oaks Homeowners Association, and upon the execution and recording of the appropriate instrument, the

powers, privileges and duties so assigned and Declarant shall be fully released and discharged from further obligations and responsibilities in connection therewith.

IN WITNESS WHEREOF, Distinctive Land, Inc., a Michigan Corporation, herein referred to as Declarant, caused this Agreement to be executed.

(Please refer to the link [Drainage Detention Basin Agreement](#) for signatories and copy of original document)

ROLLING OAKS SUBDIVISION AND ROLLING OAKS SUBDIVISION #2 DRAINAGE DETENTION BASIN AGREEMENT;

ROLLING OAKS HOMEOWNERS ASSOCIATION; VOTING; ASSESSMENTS

Section 1. **Definitions**

A. **Park areas** Park Areas as referenced herein shall include but not be limited to storm water detention and sedimentation ponds, lakes, wetlands, floodplains and recreation areas.

B. **Easements** Easements and rights of ways are hereby reserved as shown in the recorded Plat of Rolling Oaks Subdivision, and shall not be encroached upon in any manner by any Owner. The appropriate governmental agency shall have the right to assess all of the Lots in the subdivision on an equal basis for the necessary maintenance and repair instead easement and right-of-ways pursuant to P. A. 288 of 1967, Sections 192 and 192 (a).

C. **Declarant** The declarant is the plot proprietor or proprietors.

Section 2. **Title to Park Area** Title to the Park Areas shall be vested in the Association hereinafter described as Trustee for the nonexclusive benefit of the owners and subject to the right of enjoyment and easement in and to such Park Areas by each Owner. Such easements shall not be personal, but shall be considered appurtenant to the Lots, which easement shall pass with the title to the Lots whether specifically set forth in deeds to the Lots or not, subject to the following:

1. The right of Declarant to make and enforce reasonable rules and regulations to carry out the terms of this Declaration and to fulfill its purposes.

2. The right of Declarant to fix and levy reasonable assessment with respect to the Park Areas, which assessments shall be utilized solely for the operation, use, maintenance, repair, replacement and administration of said Park Areas.

3. The right of Declarant to construct, maintain, repair, replace and administer improvements on the Park Areas for the benefit of the Owners.

4. The reserved right of the Declarant to grant future easements within the Park Areas for the installation, repair and maintenance of water mains, storm and sanitary sewers, drainage courses and other public utilities, provided that such utility shall be installed in such manner as to minimize damage to the natural features of the Park Areas, and provided further that Declarant obtain the consent of the Circuit Court having jurisdiction and record and amended plat of the area affected.

Section 3. Control and Jurisdiction of Park Areas Control and jurisdiction over the Park. Shall be vested in the Association to be known as the Rolling Oaks Homeowners Association and herein referred to as the "Association".

Section 4. Organization of the Association The Association shall be organized as a non-profit corporation, on a non-stop basis, for perpetual term under the laws of the State of Michigan. Such Association shall be incorporated by the Declarant prior to the sale of any lots in Rolling Oaks Subdivision, but in any event within One Hundred Eighty (180) days following the recording of the final plat of the Rolling Oaks Subdivision.

Section 5. Membership in the Association Membership in the Association shall be mandatory for each owner and any subsequent owner of lots and Rolling Oaks Subdivision (including owners of lots in subsequent phases of the Subdivision). Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. When more than one person holds an interest in any lot, all such person shall be members but each lot shall be entitled to only one (1) vote and such person shall exercise their vote as they among themselves determine. Notwithstanding the foregoing, the Declarant shall be entitled to twenty (20) votes for each lot in which it holds fee simple title in order to assure the orderly development of the subdivision and the Park Areas; until 90% of the maximum number platted Lots permitted under the Planned Unit Development for all potential phases of the Subdivision (211 lots total) are sold, and fee simple title conveyed, at which time the Declarant shall be entitled to only one (one) vote for each lot in which holds the fee simple title.

Section 6. Authority and Responsibility of the Association The Association shall have the authority and responsibility to establish bylaws, rules, regulations, and policies for the Association, including the authority to make and enforce stringent rules and regulations pertaining to the ownership, maintenance and use of the Park Areas, which shall be binding upon the Owners.

Section 7. Assessments by the Association Assessments shall be levied by the Association and shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the owners, and in particular, for the operation, maintenance, management and improvement of the Park Areas, including but not limited to, the payment of taxes, and insurance thereon, the maintenance, repair and replacement of improvements thereon, for additions thereto, and for the cost of labor, equipment, materials, management and supervision for and in connection with said Park Areas

A. The Board of Directors may assess differently for Subdivisions 1 and 2 prior to completion of the construction of 90% of the homes in the Subdivision #2, in order to apportion the relative expenses associated with each of the phases to the owners residing therein.

B. There shall be no proration of assessments for the first lot owner (other than Declarant). First lot owners shall pay the full assessment due for that year in which they become lot owners, and the assessment shall become due within thirty (30) days of either they're taking title to lot occupying the lot, whichever is earlier.

C. Assessments are due June 1st of each year.

D. In addition to the annual assessments authorized above, the Association may levy a special assessment applicable to such year only for the purpose of defraying an whole or in part the cost of construction of any capital improvement upon the Park Areas, including fixtures and personal property relating thereto, or the cost of establishing or adding to reserve therefore, provided that any such assessment shall have the consent, at a meeting duly called for such purpose, of more than fifty (50%) percent of all members within the Association.

E. Declarant may, at its sole discretion, exempt certain builders from the payment of annual assessments while they are building within the Subdivision. In no event shall Declarant be obligated to pay fees, dues or assessments to the Association.

Section 8. Notice of Meetings Written notice of any meeting called for the purpose of taking any action authorized under this Declaration shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members in person or by a duly executed writing entitled to cast more than thirty-five (35%) percent of all of the votes shall constitute a quorum. All such proxies or writings shall be specific in nature. 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 on- half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting; provided, however, that passage of special assessments under section 7 (D) above shall always require more than fifty (50%) percent approval of all Members, and no reduced quorum requirements shall be applicable thereto.

Section 9. Reserve Fund The reserve fund in the amount of Two Thousand (\$2000. 00) Dollars, for maintenance, repairs and replacement of Park Areas that must be maintained, repaired or replaced on a periodic basis, shall be accumulated and maintained from the annual assessment. To the extent that funds are withdrawn and utilized for the purposes set forth, the funds shall be replenished within a reasonable period not to exceed two (2) years notwithstanding any other provision for assessment set forth herein. Written notice of annual assessment shall be sent to every Owner immediately after action assessing the same; provided, however, that where there is more than one Owner of a Lot, only one notice need be sent. Such annual assessments shall be payable within thirty (30) days of such notice.

Section 10. Assessment Delinquency Any assessment levied hereunder against any lot which are not paid within ten (10) days after the due date (together with the expense of collection set forth below) shall bear interest from the due date at the rate of seven (7%) percent per annum, and the Association made parentheses pursuant to duly promulgated rules and regulations, establish fines for late payment of such assessments. The expenses incurred in collecting any such delinquent

assessments, including interest, costs and reasonable attorney's fees (not limited statutory fees), shall be chargeable to the Owner in default and shall be secured by the lien on his lot. The Association may file liens to enforce collection of any delay in the assessments. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Park Areas or by abandonment of his lot.

Section 11. Subordination of Assessment Lien The lien for the assessments provided for herein shall be subordinate to the lien of any first mortgage on the Property. Sale or transfer of any lot shall not affect the assessment Lien. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due for from the lien thereon.

Section 12. Use, Enjoyment, Maintenance, Restriction, or Alteration of Park Areas The Park Areas hereto for referred to shall be equally available for the use and enjoyment of Owners, their immediate families and guests thereof. Except as initially improved by the Declarant, the Park Areas shall not be altered in any way that approval of the City of Howell, Livingston County Road Commission, the Department of Natural Resources or other appropriate governmental agencies.

The Association shall be responsible for the maintenance of all Park Areas including the Storm Water Detention Pond in the conservation easement located within the Rolling Oaks Subdivision, and the cost thereof as is more fully set forth herein.

Section 13. Taxes and Assessments on Park Areas Any taxes or assessments assessed against or levied on the Park Areas shall be pro – rated among the Owners and billed as part of the taxes assessed to the lots.

Section 14. Control and Jurisdiction by City of Howell In the event that the Association shall at any time fail to maintain the Park Areas in reasonable condition and order, the City of Howell may serve written notice upon the Association or upon the Owners setting forth the manner in which the Association has failed to maintain the Park Areas in reasonable condition and said notice shall include a demand that deficiencies or maintenance be cured within thirty (30) days thereof, and further shall state the date and place of the hearing thereon for the City of Howell Board of Trustees or such other boards, body of officials to whom the City of Howell shall delegate such responsibility, which shall be held within fifteen (15) days of the notice. At such hearing the City of Howell may modify the terms of the original notice as to the deficiencies and may give an extension of time within which they shall be cured. If the deficiencies set forth in the original notice for in the modifications thereof, shall not be cured within said thirty (30) days or any extensions thereof, the City of Howell, in order to prevent blight hazards or nuisance conditions, may in its sole reasonable discretion enter upon and maintain said Park Areas for a period of one (1) year. Lot owners shall be assessed by the City of Howell for any actual expenditures including administration expenses.

Said maintenance by the City of Howell shall not constitute a taking of the Park Areas nor vest in the public any additional right to use the same. Before the expiration of said year, the City of Howell shall upon its own initiative, or upon the request of the Association, call a public hearing upon notice to the Association and the members thereof, at which hearing the Association or the members shall show cause why such maintenance by the City of Howell shall not, at the election of the City of Howell, continue for succeeding year. If the City of Howell shall reasonably determine that the Association is ready, willing and able to maintain the Park Areas in reasonable condition, the City of Howell shall cease

to maintain the Park Areas at the end of said year. If the City of Howell shall reasonably determine that the Association is not ready, willing and able to maintain the Park Areas during the next succeeding year, then subject to a similar hearing and determination, in each year thereafter, the City of Howell may continue to enter upon instead Park Areas and maintain same. However, should any emergency threatening the public health, safety and general welfare of the public be determined by the City of Howell to exist, the City of Howell shall have the right to take immediate corrective action. Assessments imposed pursuant to this paragraph shall become due, be collected and be returned for non-payment in the same manner same time as ad valorem property tax levies of the City of Howell. In addition, the City of Howell shall be subrogated at its option, to the Association as to all of its rights collection for any lien as may be herein provided. The Association agrees to hold harmless and indemnify the City of Howell from any actions taken in exercising said rights of collection. The City of Howell shall also have the right to assess for the maintenance of detention areas.

General Provisions

Section 1. Enforcement The Declarant, its successors and assigns, and any Owner shall have the right to enforce, by any proceeding at law or equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, its successors and assigns, or any Owner to enforce any covenant restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

By their acceptance of title each lot owner shall be held to vest in Declarant, its successors and assigns, and it shall be deemed to have the right and power in its own name to take, prosecute, and enforce pursuant to Act 228 of P. A. Of 1967, all suits legal, equitable or otherwise, which they deem necessary or advisable. Upon violation of any restriction or breach of any covenants, Declarant, its successors and assigns, may enforce them by a suit for money judgment, or by an action in equity seeking a mandatory injunction, and the exercise of any one or more of them shall not be deemed to constitute an election of remedies. In addition to all other remedies, the Declarant, its successors and assigns, may enter upon the land as to which such violation or breach exist, and summarily abate and remove at the expense of the Owner thereof any construction or other violation that may be or exist thereon contrary to the intent and provision hereof. The Declarant, its successors and assigns, shall not thereby become liable for trespass, abatement, removal or in any other manner. Any and all rights and remedies which Declarant, its successors and assigns, may have under this Declaration or by operation of law, either at law or in equity, upon any violation or breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other; and no one of them, whether exercised by Declarant and/or any Owner or their heirs, successors or assigns, or not, shall be deemed to be in exclusion of any other and any two or more or all of such rights and remedies may be exercise at the same time.

Section 2. Severability In the event any provision of the restrictions contained in this Declaration should be held ineffective or invalid for any reason by waiver, judgment, decree or other Court order or otherwise, all other parts and provisions of these restrictions shall nevertheless remain in full force and effect.

Section 3. Amendments The conditions, covenants and restrictions of this Declaration shall run with and bind the land were term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended successive periods of fifteen (15) years.

This Declaration may be amended during the first thirty (30) year. And during each successive fifteen (15) year period thereafter by an instrument signed by not less than seventy-five (75%) percent of the Owners and the City of Howell. Any amendment changing or modifying this Declaration in whole or in part must be recorded in the Office of the Registrar of Deeds of Livingston County, Michigan.

Section 4. Interpretation of Terms The masculine pronouns and relative words used in this agreement shall be read as though written in masculine, feminine, neuter or plural forms respectively as the context requires or permits.

Section 5. Assignment Declarant may at any time assign and convey all or part of its reserved rights, power, privileges and duties which are herein reserved to it in the Rolling Oaks Homeowners Association, and upon the execution and recording of the appropriate instrument, the powers, privileges and duties so assigned and Declarant shall be fully released and discharged from further obligations and responsibilities in connection therewith.

Section 6. Conflict in Agreements. In the event of any conflict between the terms of this Agreement and the terms of the Drainage Detention Basin Agreement recorded in Liber 1768 Pages 34-39, Livingston County Records, the terms herein shall control.

IN WITNESS WHEREOF, Distinctive Land, Inc., a Michigan Corporation, herein referred to as Declarant, caused this Agreement to be executed.

(Please refer to the link [Sub 2 Drainage Detention Basin Agreement](#) for signatories and copy of original document)

Easement Agreement

THIS AGREEMENT has been entered into this 30th day of October, 2000, by and between Ferrell Wyatt and Heather L. Wyatt, his wife, whose address is 802 Oak Cluster Drive, Howell, MI 48843 (the "Homeowner") and Rolling Oaks Homeowners Association, a Michigan Corporation, whose address is 31500 W. 10 Mile Rd., Farmington Hills, MI 48336 (the "Association").

WHEREAS, the Homeowner, is the owner of a residence which is described as follows: lot 104, Rolling Oaks Subdivision, according to the plat thereof as recorded in Liber 31, pages 13 through 17, Livingston County records.

WHEREAS, the developer of the subdivision has installed an irrigation system (the "Irrigation System") to water the common area landscaping which system is connected to the municipal water supply at the residence as described above; and

WHEREAS, the Association desires and the Homeowner has agreed to provide water and an irrevocable, perpetual easement for the right to enter upon the property of the Homeowner for the installation, maintenance and/or replacement of the Irrigation System; and

WHEREAS, the Association will pay one hundred (\$100. 00) dollars per year for use of the Homeowner's water supply and will have the right to enter upon the Homeowner's property as described above.

NOW THEREFORE, IT IS AGREED by and between the parties hereto as follows;

1. The Homeowner grants to the Association an irrevocable perpetual easement for the right to enter upon the property of the Homeowner for the installation, maintenance, operation, and/or replacement of the Irrigation System and the right (but not the obligation) to inspect and repair the water supply system.

2. The Homeowner agrees to provide water and maintain the water system as required for the Irrigation System.

3. The Association shall pay to the Homeowner one hundred (\$100.00) dollars per year as consideration and compensation for the use of the water and maintenance of the water supply system.

4. In the event that the Association shall default on its one hundred (\$100.00) dollar payment to the Homeowner, upon 60 day written notice sent by certified mail return receipt requested to the Association, the Homeowner shall have the right to cease supplying water to the Irrigation System until such time as the Association shall pay the Homeowner any and all arrearage to the date of termination.

5. The Homeowner understands that it shall not under any circumstances, unless stated herein, interfere with, shut off or disconnect the water provided by the Homeowner's water supply system and/or alter the Irrigation System.

6. This Agreement shall be binding on the parties, their representatives, heirs, successors, and assigns and shall constitute an easement appurtenant which shall run with the land.

(Please refer to the link [Easement Agreement](#) for signatories and copy of original document)

ROLLING OAKS SUBDIVISION ADDENDUM TO AMENDED BUILDING AND USE RESTRICTIONS

(listed as Addendum Page 1,2 &3)

THIS AGREEMENT has been entered into this 10th day of August, 2011, between **THOMAS AND DENEEN CHASE** his wife whose address is 802 Oak Cluster Drive, Howell, Michigan 48843 described as Lot 104, Rolling Oaks Subdivision, according to the plat thereof as recorded in Liber 3662 Page 964, Livingston County Records and **SCOT AND MARY JANE ISON**, his wife, whose address is 804 Still Valley Drive, Howell, Michigan 48843 described as lot 61 Rolling Oaks Subdivision, Document 2007, R-040688, Livingston County Records (the, honors), their successors and assigns and Rolling Oaks Homeowners Association, the Association, a Michigan reparation, whose address is P.O. Box 1116, Howell, MI 48844 in accordance with terms as follows:

1. The Homeowners are current owners of residences whose addresses are as shown above.

2. The Association maintains an purification system to water the common area landscaping which system is connected to the municipal water supply system at the residence as shown above.
3. The Association desires and the Homeowners agree to the installation, maintenance and/or replacement of exterior water meters on their properties to measure the usage of water to the common area landscaping.
4. The Homeowners grant to the Association and to the applicable Utility and irrevocable, perpetual easement for the right to enter upon the properties of the Homeowners for all necessary maintenance and readings of the meters.
5. The Association shall pay the Homeowners one hundred (\$100. 00) dollars each year per year as consideration for the installation and maintenance of the water meters.
6. The Homeowners understand that they shall not under any circumstances, interfere with, shut off or disconnect the water meters placed on the properties.
7. This Agreement shall be binding on the parties, their representatives, heirs, successors and assigns and all future owners of the above properties and shall constitute an assessment appurtenant which shall run with the land.
8. This Agreement replaces and supersedes the Easement Agreement dated October 30, 2000 between Ferrell Wyatt and Heather Wyatt, his wife, 802 Oak Cluster Drive, Howell, MI 48843 and Rolling Oaks Homeowners Association, recorded at Liber 2886, pages 972, 973, Livingston County Records.
9. This Agreement acts as an Addendum to the Rolling Oaks Subdivision Amended Building and Use Restrictions recorded in Liber 1860 pages 448 through 451, Livingston County Records

(Please refer to the link [Addendum Page 1](#) for signatories and copy of original document)

(Please refer to the link [Addendum Page 2](#) for signatories and copy of original document)

(Please refer to the link [Addendum Page 3](#) for signatories and copy of original document)