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RECORDED

AUG 31 9 20 AM '94

**ROLLING OAKS SUBDIVISION
AMENDED BUILDING AND USE RESTRICTIONS**

REC'D BY COUNTY, MI
LIVINGSTON 48843

LINER 1860 PAGE 0440

The restrictions herein appearing shall apply to the 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 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 inference 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 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 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 on two 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 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 Roads. 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 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 period 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 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 fill, 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 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 six square feet used to advertise the property for sale or rent and except for entryway signs or walls with signage thereon installed by 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, bred, or kept on any lot, except that dogs, cats or other common household pets may be kept 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 in closed sanitary containers properly concealed from public view. No trash or waste shall ever be kept 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 lots 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 a 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 with the City of Howell for installation of same if unable due to inclement weather to install same prior to issuance of a 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 the City (to be installed in the front of the homeowners residence between the sidewalk and paved portion of the street) as a condition to issuance of a building permit for any lot.

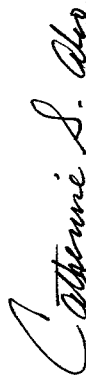
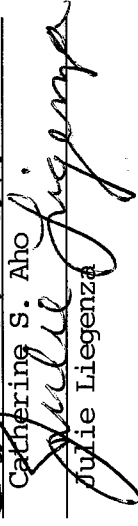
14. VEHICLES: No inoperative vehicles and no commercial vehicles, camper vehicles, house trailers, mobile homes, boats or boat trailers shall be permitted to be parked or stored on any lot in the property unless such vehicles, trailers, mobile homes and boats are parked or stored in an enclosed garage 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 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.

WITNESSED BY:


Catherine S. Aho

Julie Liegenza

By: 
Michael E. Tobin
Its: Vice President

DISTINCTIVE LAND, INC.

The Undersigned owners of Lots 1, 2, and/or 47 do hereby consent to these Amended Building and Use Restrictions.

LOTS 1 AND 2

**ROLLING OAKS ASSOCIATES,
a Michigan Joint Venture**

Catherine S. Aho
Catherine S. Aho
Julie Liegenza
Julie Liegenza

By: Irvine Oaks, Inc.,
a Michigan Corporation,
Joint Venturer
Paul D. Levine
Paul D. Levine
Its: President

RENE DOROSHIKO
RENE DOROSHIKO
David M. Foy
David M. Foy

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

Lot 47

John R. McGlinchey
John R. McGlinchey,
a single man

The foregoing instrument was subscribed and sworn to before me this 26 day of July, 1994, by Michael E. Tobin, Vice President of Distinctive Land Inc., on behalf of the Corporation.

Terina M. Carte
Terina M. Carte, Notary Public
Oakland County, Michigan
My Commission Expires: 11/9/94

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was subscribed and sworn to before me this 26 day of July, 1994, by Paul D. Levine, President of Irvine Oaks, Inc., joint venturer of Rolling Oaks Associates, on behalf of the Joint Venture.

Bernie Harwood
Notary Public Bernie Harwood
Oakland County, Michigan
My Commission Expires: 10/15/95

STATE OF MICHIGAN)
) SS
COUNTY OF WAGHAM)

The foregoing instrument was subscribed and sworn to before me this 29 day of July, 1994, by John R. McGlinchey.

RENE DOROSHIKO
Notary Public RENE DOROSHIKO
WAGHAM County, Michigan
My Commission Expires: 2-25-96

**Drafted By and After
Recording Return To:**

✓
Bruce H. Tobin, Esquire
LEBOW & TOBIN
31420 Northwestern Highway
Suite 120
Farmington Hills, MI 48334-2525