

\$ 55.00 MISCELLANEOUS RECORDING

DECLARATION OF RESTRICTIONS FOR STONY CREEK RIDGE SUBDIVISION

 MONUMENTATION
 JUL 26 1011 A.M. RECEIPT 128
 RECORDED - OAKLAND COUNTY
 LYNN D. ALLEN, CLERK/REGISTER OF DEEDS

WHEREAS, the undersigned, ROCHESTER PROPERTIES DEVELOPMENT, L.L.C., a Michigan Limited Liability Company, whose address is 4850 Coolidge Highway, Royal Oak, Michigan 48073-1023 (hereinafter referred to as "Declarant") is the owner in fee simple of the lands hereinafter described, and hereinafter referred to collectively as the "Subdivision", and desires to create a planned community and residential development with private park(s), called "Common Area" for the benefit of all of the residents of the Subdivision, and each platted phase, which is located in the City of Rochester, County of Oakland, State of Michigan the real property constituting Phase I being more particularly described as follows:

Lots 1 through 174, inclusive, of Stony Creek Ridge Subdivision, Oakland County, Michigan, according to a plat thereof as recorded in Liber 246 of Plats, Pages 19 through 31 Oakland County Records.

246019

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values and amenities in the Subdivision (and in all contiguous subdivision phases) it may elect to develop in its sole discretion and for the maintenance of the Common Area, and to this end desires to subject the Subdivision and each phase and the Common Area to the covenants, restrictions, easements, charges and liens hereinafter set forth each and all of which is and are for the benefit of the subdivisions and each Owner of a Lot therein and shall as each phase is platted subject the platted lots in each phase to these charges and liens, covenants, restrictions and easements through recordation of an Amendment; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the Subdivision, to create a legal entity to own, maintain and administer the Common Area and facilities that may be constructed thereon, the subdivision signs, entrances, including without limiting the generality thereof, plantings, shrubs, trees, sprinkling systems if any within any right of way or cul-de-sac, retention and/or detention facilities or systems, sedimentation ponds, if any, entrance walls or monuments, interior walks or bike paths, street lighting, if any, the community house, pool and recreational facilities; and to maintain and preserve any wetlands and woodlands, and to collect and disburse the assessments and charges hereinafter created, for such purposes, and to promote the recreation, health, safety and welfare of the residents; and

 55.00
 + 2.00
 57.00

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the undersigned, its successors and assigns, and all intending purchasers, and future Owners of the various Lots comprising the Subdivision, the undersigned Declarant for itself, its successors and assigns does hereby publish, declare and make known to all

 15-12-326-002
 15-12-426-003
 15-12-110-006
 15-12-100-007

OK - G.K.

intending purchasers and future Owners of the various Lots comprising the Subdivision (including each phase, if any) that the same will and shall be used, held, and/or sold expressly subject to the following conditions, restrictions, covenants and agreements which shall be incorporated by reference in all deeds of conveyance and contracts for the sale of said Lots and shall run with the land and be binding upon all grantees of individual Lots in the Subdivision and on their respective heirs, personal representatives, successors and assigns.

ARTICLE I

DEFINITIONS

A. "Association" shall mean and refer to the Stony Creek Ridge Homeowner's Association, a Michigan Non-Profit corporation, its successors and assigns.

B. "Owner" shall and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Subdivision and any future subdivisions or phases hereafter annexed, or the land contract purchaser thereof, but excluding those having any interest merely as security for the performance of an obligation.

C. "Common Area" shall mean those areas of land within the Subdivision and any future phase of a Stony Creek Ridge Subdivision (including the improvements thereto) now or hereafter owned by the Association for the common use and enjoyment of the Owners and shall also include without limiting the generality thereof plantings, shrubs, trees and sprinkling systems within any right of way or cul-de-sac, entrance walls or monuments, interior bike paths and walks, bridges, subdivision signs, street lighting, if any, and other improvements as may be provided from time to time, including a community center, swimming pool and recreational facilities, including tennis courts, volley ball court and tot lot, if any. The Common Area to be owned by the Association shall be all areas designated on a plat as it now exists or as it may from time to time be modified or extended, as parks or park areas and all other areas designated on the plat, if any, as common areas, including that designated as community house and pool.

D. "Lot" shall mean and refer to any numbered lot shown on the recorded plat of the Subdivision and any future subdivisions hereafter annexed.

E. "Declarant" shall mean the individual or entity executing these Deed Restrictions and any successor or assign.

F. "Declaration" shall and refer to this Declaration of Restrictions, as recorded in the office of the Oakland County Register of Deeds, State of Michigan.

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

H. "Committee" shall be the architectural control committee appointed and maintained in accordance with Article II hereof.

I. "Flood Plain" shall mean that area designated on the recorded plat of the Subdivision identified as a flood plain or flood plain area. If the 100 year flood plain area depicted in any such plat is revised by the United States Army Corp of Engineers and the Michigan Department of Environmental Quality, to remove such area from the 100 year flood plain, such property may be used for future development.

J. "Wetlands" shall mean that area described within a recorded plat of the Stony Creek Ridge Subdivision and identified within such plat as a wetland.

K. "Woodlands" shall mean that area within a recorded plat of a Stony Creek Ridge Subdivision identified as a woodland area or any such area designated by the Developer.

L. "Phase" shall mean every contiguous platted subdivision(s) and such common areas and improvements within such subdivision, as Declarant in its sole discretion may elect to make subject to the Covenants and restrictions, easements, charges and liens of this Declaration as hereinafter set forth and a certain Planned Residential Development Agreement for Stony Creek Ridge Planned Development between the Declarant and the City of Rochester.

M. "Planned Residential Development Agreement for Stony Creek Ridge Planned Residential Development" is an agreement entered into on January 3, 1996 between the City of Rochester and Declarant for the development of the property under Article 25, Planned Residential Development (PRD), Option of the City of Rochester Zoning Ordinance, which agreement is made a part of these restrictions.

N. "Meadows at Stony Creek" shall refer to all lots in the Subdivision developed by Declarant and to be known as Meadows at Stony Creek consisting of Lots 1 through 102, inclusive or as such may be amended.

O. "Ravines of Stony Creek" shall refer to all lots in the Subdivision to be developed by Declarant and to be known as the "Ravines of Stony Creek", being Lots 103 through 174, inclusive or as such may be amended

ARTICLE II

ARCHITECTURAL CONTROL

No house, building, fence, wall, deck, swimming pool, basketball backboard, outbuilding or other structure, landscaping or exterior improvement shall be, erected or maintained on any Lot, nor shall any exterior addition to or change or alteration therein or change in the exterior appearance thereof or change in landscaping be made until the plans and specifications showing the nature, kind, size, shape, height, colors, materials, topography and location of the same on the Lot shall have been submitted to and approved in writing by the Architectural Control Committee (the "Committee") of three (3) persons appointed by the Declarant. Each member of the Committee shall serve for a period of one (1) year, or until replaced by a subsequent appointee.

A. Plans and specifications for final approval by the committee shall include the following:

1. Complete plans and specifications sufficient to secure a building permit in the City of Rochester, including a dimensioned plot plan showing Lot and placement of residence, garage, outbuildings and fences (if any), and a driveway plan showing the location of the driveway which conforms to the driveway plan prepared by Declarants consulting engineer.
2. Front elevation, side elevations and rear elevation of building, plus elevations of walls and fences (if any).
3. A perspective drawing if deemed necessary by the Committee to interpret adequately the exterior design.
4. Data as to size, materials, colors and texture of all exteriors including roof coverings, fences (if any) and walls.
5. One set of blueprints shall be left with the Committee until construction is completed.

B. Preliminary plans may first be submitted for preliminary approval.

C. No approval by the Committee shall be valid if the structure or improvement violates any of the restrictions set forth in Article III and IV of this Declaration, except in cases where waivers have been granted as provided for in the said Articles.

D. The Committee may disapprove plans because of noncompliance with any of the restrictions set forth in Articles III through VI of this Declaration, or because

of reasonable dissatisfaction with the grading and drainage plan, the location of the structure on the Lot, the materials used, proportions, shape, the color scheme, the finish, design, height, style, repetition, or appropriateness of the proposed improvement or alteration or because of any matter or thing, which in the reasonable judgment of the Committee, would render the proposed improvement or alteration inharmonious or out of keeping with the objections of the Committee or with improvements on other Lots in the Subdivision. All, by accepting ownership of their Lot, acknowledge that the primary purpose for providing for architectural control is to insure the proper and harmonious development of the Subdivision (and each phase) in order to maximize the aesthetic beauty of the Subdivision and its blending with the surrounding area. To this end, Declarant or the architectural control Committee, as the case may be, shall be deemed to have broad discretion in terms of determining what dwellings, fences, walls, hedges, structures or improvements will be permitted and are in keeping with the aesthetic beauty and desirability of the Subdivision and are otherwise consistent with the purposes of these Restrictions.

E. In the event the Committee fails to approve or disapprove plans within thirty (30) days after submission, then such approval will not be required, but all other limitations, conditions and restrictions set forth in this Declaration shall apply and remain in force as to such plans.

F. Committee approval shall be deemed given if the plans, and specifications submitted for approval are marked or stamped as having been finally approved by the Committee, and are dated and signed by two (2) members for the Committee who were validly serving on the Committee on the date of such approval.

G. In no event shall either Declarant or the Committee have any liability whatsoever to anyone for their approval or disapproval of plans, drawings, specifications, elevations or the dwellings, fences, walls, hedges or other structures subject thereto, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. By way of example, neither Declarant nor the Committee shall have liability to anyone for approval of plans, specifications, structures or the like which are not in conformity with the provisions of this Declaration, or for disapproving plans, specifications, structures or the like which arguably are in conformity with the provisions hereof. In addition, the Committee shall not be required to pass upon any technical aspects of construction or whether construction meets zoning, building code or safety requirements. The Committee's approval shall merely mean that the plans are in compliance with the intent and purpose of these restrictions and shall not be construed as to imply that the Committee has passed upon any other aspects of the plans, nor shall such approval imply that the building plans or Amplifications comply with zoning, building codes, safety requirements or regulations.

H. At the time that plans are submitted for approval, the party submitting the plans shall pay Declarant the sum of Two Hundred Fifty and 00/100 (\$250.00) Dollars to defray the costs of architectural control activities.

I. At such time as all of the Lots in all phases of the Subdivision are sold by Declarant and dwellings are erected thereon, or at such earlier time as Declarant may, in its sole discretion, elect, Declarant may assign, transfer and delegate architectural control responsibilities to the Association or to any other party or entity. Declarant may elect to retain architectural control so long as it has an interest in any lot in a Stony Creek Ridge Subdivision. At that time, the Association or such other party or entity shall become responsible for electing or appointing the Committee members and Declarant shall have no further responsibilities or duties.

ARTICLE III

BUILDING AND USE RESTRICTIONS FOR THE SUBDIVISION

A. **Use of lots.** All Lots shall be used and occupied for single family residence only, and no building of any kind whatsoever shall be erected, re-erected, moved or maintained thereon except one single family dwelling house and buildings on each Lots, as hereinafter provided. Such dwelling house shall be designed and erected for occupation by a single private family. A private attached garage for the sole use of the respective Owner or occupant of the lot upon which said garage is erected may also be erected and maintained as set forth herein. The requirement that garages have a side or rear entrance may be waived by the Declarant pursuant to Article Xi (D) and upon the criteria set forth therein.

B. **Character and Size of Buildings.** No plan for any dwelling will be approved unless the proposed dwelling has the minimum square footage required from time to time by the City of Rochester and meets any requirements imposed by the Planned Residential Development Agreement. All houses on lots in the Meadows at Stony Creek Ridge shall be a minimum of 2,000 square feet for a two-story house and 1,750 square feet for a one-story house. Also, any house constructed in the Ravines of Stony Creek shall be a minimum of 2,600 square feet for a two-story house and 2,100 square feet for a one-story house. All computations of livable floor for determination of the permissibility of erection of a residence shall be exclusive of garage, porches, or terraces. All garages must be attached and architecturally related to the dwelling. Garage doors shall not face the street on which the residence fronts in the "Ravines of Stony Creek" only, except that the committee upon request may waive in its sole discretion such prohibition. No garage shall provide space for less than two (2) automobiles nor more than three (3) automobiles. Carports are specifically prohibited.

C. **Minimum Yard Requirements In The Ravines of Stony Creek.** No building on any Lot shall be erected nearer than:

1. Twenty-Five (25) feet from the front Lot line; nor
2. Thirty-Five (35) feet from the rear Lot Line; nor

3. Ten (10) feet from the side line with a minimum combined side yard of thirty (30") feet.

In the Meadows at Stony Creek no building on any lot shall be erected nearer than:

1. Thirty (30') Feet from the Front Lot Line with the exception of corner lots and lots narrower than Seventy (70') Feet at any point within the building envelope created by the front and rear setbacks. Houses on said lots can be setback Twenty-Five (25') feet from the front lot line with permission of the Architectural Control Committee.
2. Thirty-Five (35') feet from the rear lot line.
3. Eight and three-quarters (8¾') Feet from the side lot line with a minimum combined side yard setback of Seventeen and one-half (17½') Feet.

Approval of a variance by both the Committee and the City of Rochester Board of Appeals permitting front, rear or side yards smaller or greater than the above shall be deemed a valid waiver of this Restriction. In the event that the City of Rochester shall, at any time, require yard areas larger than those above specified, then in such event all dwellings shall comply with the requirements of the City of Rochester. No variance, however, shall be effective unless it is also agreed to in writing by the Committee.

D. Minimum Width. The minimum dwelling width shall be subject to the discretion of the Committee, which shall attempt to maintain uniform standards throughout the Subdivision.

E. Animals. No farm animals, livestock or wild animals shall be kept, bred or harbored on any Lot, nor shall any animals be kept or bred for commercial purposes. Domestic animals commonly deemed to be household pets may be kept by the owner and members of his household so long as such pets shall have such care so as not to be objectionable or offensive to others. In no event shall more than two (2) dogs be kept or harbored on any lot.

Any dog kept by a resident on his premises shall be kept on a leash or in a dog run or pen, and shall not be allowed to run loose or unattended. No vicious dog may be kept upon a lot. No dog runs or pens shall be permitted to be erected or maintained except if approved in writing by the Declarant and the Architectural Control Committee in their sole discretion. If the Declarant and Architectural Control Committee shall approve such dog run, it must be located within the rear yard (only) adjacent to a wall

of the main dwelling or garage and facing the rear or the interior of the lot and shall not extend beyond the end of the dwelling or garage into the side yard.

F. **Fences, Walls, Hedges, Etc.** No fence, wall or hedge of any kind shall be erected or maintained on any Lot without the prior written approval of the Committee. No fence, wall or hedge shall be maintained or erected which blocks or hinders vision at street intersections. No chain link fence shall be permitted. No fence, wall or hedge shall be erected, grown or maintained in front of or along the front building line of a Lot. All fences and walls must be approved by the City and all necessary permits obtained.

G. **Easements.**

1. Easements for the installation and maintenance of utilities, underground television cable, sewer lines, water mains, drainage lines, surface drainage swales, or any other improvements which would serve the residents of the Subdivision, as established by Declarant, its successors and assigns, are shown on the recorded plat. The use of all or a part of such easements may at any time or times hereafter be granted or assigned by Declarant, its successors or assigns, to any person, firm, corporation, governmental unit or agency which furnishes such service, or utilities.
2. ~~A permanent easement is established by Declarant, on and upon the rear and side set back areas of lots 103 and 174 of Stony Creek Ridge Subdivision by Declarant for placement of subdivision identification sign(s). Further Declarant reserves, as permitted by the City of Rochester, the right to erect and maintain other signs identifying the subdivision(s). All signs shall comply with the ordinances of the City of Rochester, AND THE SUBDIVISION CONTROL ACT OF 1967.~~
3. No buildings may be constructed or maintained over or on any easements; however, after the aforementioned utilities have been installed, planting, fencing (where permitted), or other Lot line improvements shall be allowed, so long as they do not violate the provisions of this Article and do not interfere with, obstruct, hinder, or impair the drainage, retention and/or detention plans of the subdivision and so long as access be granted, without charge or liability for damages, for the installation and/or maintenance of the utilities, drainage lines and/or additional facilities; and provided as to lots 103 and 174 of Stony Creek Ridge Subdivision such plantings and shrubs do not interfere with the visibility or maintenance of signs placed within such areas by Declarant.

4. Private easements for public utilities have been granted and reserved on the plat of the Subdivision.

H. **Wells.** No well shall be dug, installed or constructed on any Lot.

I. **Temporary Structures.** Trailers, tents, shacks, sheds, barns, or any temporary buildings of any description whatsoever, are expressly prohibited and no temporary occupancy shall be permitted in unfinished residential buildings. However, the erection of a temporary storage building for materials and supplies to be used in the construction of a dwelling by a licensed builder, and which shall be removed from the premises upon completion of the building may be permitted, upon prior written permission from the Declarant and necessary approval from the City of Rochester.

J. **Sales Agency and/or Business Office.** Notwithstanding anything to the contrary elsewhere set forth herein, Declarant and/or any builders which it may designate, may construct and maintain a sales agency and a business office upon any Lots which they may select, or may use a model house for such purposes, and Declarant and such designated builders may continue to do so until such time as all of the lots in which Declarant or such designated builders have an interest are sold by them.

K. **Lease Restrictions.** No owners of any lot shall lease and/or sublet less than the whole of any dwelling on any lot.

L. **Exterior surface of Dwellings.** The visible exterior walls of all dwelling structures shall be made primarily of brick construction with brick and/or fieldstone to be used on the front and side elevations up to the eave line, roofline, or at least the height of 10-12 feet. Stucco, aluminum and/or ledge rock may also be used, so long as any of these materials alone or in combination do not exceed fifty (50%) percent of the total of all visible exterior walls. The use of cement block, slag, cinder block, imitation brick, asphalt and/or any type of commercial siding is expressly prohibited. Windows and doors shall not be included in calculating the total area of visible exterior walls.

M. **Signs.** No sign or billboard shall be placed, erected, or maintained on any Lot, except one sign advertising the Lot, or the house and Lot for sale or lease, which said sign shall have a surface of not more than five (5) square feet, and the top of which shall not be more than three (3) feet above the ground; provided, however, that such sign shall have been constructed and installed in a professional manner. Any such sign shall be kept clean and in good repair during the period of its maintenance on the side Lot, and shall in no event be placed and maintained nearer than twenty-five (25) feet from the front Lot line. The provisions of this paragraph shall not apply to such signs as may be installed or erected on any Lot by Declarant, or any builder which it may designate during the initial period of construction of houses, or during such periods as any residence is used as a model or for display purposes and further accepting such temporary political signs as defined in and subject to the provisions of

Title V, Article 22, Sections 2201(N) and 2205(K)(1-8) of the Ordinance of the City of Rochester (Zoning and Planning).

N. Destruction of Building by Fire, etc. Any debris resulting from the destruction in whole or in part of any dwelling or building on any Lot shall be removed with all reasonable dispatch from such lot in order to prevent an unsightly condition. Refurbication shall commence within 60 days from the date of such casualty.

O. Landscaping. Upon the completion of a residence on any of the Lots, the Owner thereof (and the word "owner", as used in this connection, is intended to mean the party who purchases a residence from the builder thereof, and the builder if such house has not been sold, and each subsequent purchaser), shall cause the Lot owned by him to be finish-graded and seeded or sodded and suitably landscaped as soon after the completion of construction as weather permits, but not greater than six (6) months from date of issuance of a Certificate of Occupancy. The Lot and the drainage ditch, if any, contiguous to each Lot shall be kept free of weeds by the Owner thereof. All landscaping and lawns shall be well maintained at all times.

P. Driveways. All driveways shall be constructed of concrete or concrete with paving brick unless the Committee shall approve an alternate paving material. The initial plans, submitted to the committee in accordance with Article II hereof, shall designate the location of the driveway and the building materials to be used for approval by the Committee.

Q. General Conditions.

1. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and the same shall not be kept except in sanitary containers properly concealed from public view. Garbage containers shall not be left at the road for more than twenty-four (24) hours in any one week.
2. No house trailers, commercial vehicles, boat trailers, boats, motor homes or camping trailers may be parked on or stored on any Lot, unless stored fully enclosed within an attached garage. Commercial vehicles and trucks shall not be parked in the Subdivision, or on any Lot therein, except while normal deliveries or pickups in the normal course of business. However, a construction trailer may be maintained by each builder offering new houses for sale, only during the period when new houses are under construction in the Subdivision by that builder.
3. No laundry shall be hung for drying in such a way as to be visible from the street on which the dwelling fronts, and in the case of corner Lots, such laundry shall not be hung so that it will be visible from the streets on which the dwelling fronts and sides.

4. All homes shall be equipped with electric garbage disposal units in the kitchen.
5. The grade of any Lot or Lots in the Subdivision may not be changed without the written consent of the Committee and the City of Rochester. This restriction is intended to prevent interference with the master drainage plans for the Subdivision which have been approved by the City of Rochester.
6. No "through the wall" air conditioners may be installed on the front wall or in any front window of any building.
7. No outside compressors for central air conditioning units may be located other than in the rear yard and must be installed and maintained in such a manner so as to create no nuisance to the residents of adjacent dwellings.
8. No swimming pool may be built which is higher than one (1) foot above the existing Lot grade. No above ground swimming pools shall be erected or maintained on any Lot. A swimming pool must be fenced in accordance with all regulatory requirements with appropriate landscape screening.
9. No basketball backboards or hoops may be installed or placed on a separate or free standing detached stand or pedestal on any Lot. Only clear, plexiglass backboards and hoops shall be permitted which must be attached above the garage door.
10. All Lots in the Subdivision shall be used exclusively for single family residential purposes. Except as specifically permitted herein, no structure shall be erected, altered, placed or permitted to remain on any lot other than one (1) single family dwelling not to exceed two and one-half (2 1/2) stories in height, which may include an attached garage.
11. No part of any dwelling or other structure shall be used for any activity normally conducted as business.
12. No Lot shall be subdivided, except with the written consent of Declarant in compliance with local ordinance and the Subdivision Control Act.
13. No outside television antenna or other antenna or aerial, saucer or similar device shall be placed, constructed, altered or maintained on any Lot or any home constructed thereon, unless the Committee

or the Declarant determines, in their sole discretion, that the absence of any such device creates a hardship with respect to a particular Lot.

14. It shall be the responsibility of each lot owner to prevent the occurrence of any unclean, unsightly, or unkempt condition of buildings or grounds on each Owner's Lot. No lawn ornaments, sculptures or statues shall be placed or remain on any Lot without the prior written permission of the Committee or the Declarant.
15. No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighbor. No incessant barking or vicious dog shall be allowed to remain upon any Lot.
16. No Lot shall be subdivided, or its boundary lines changed, except with the written consent of the Committee or Declarant in compliance with local ordinance and the Subdivision Control Act. However, Declarant hereby expressly reserves the right to replat any two (2) or more Lots shown on the plat or preliminary plat of the Subdivision according to Section 560.104(a) of the Subdivision Control Act, in order to create a modified building lot or lots and to take such other steps as are reasonably necessary to make such replatted lots suitable or fit as building sites to include, but not be limited to, the relocation of easements, walk-ways and right-of-ways to conform to the new boundaries of said replatted lot.
17. It is understood that any construction including grading upon any lot requires compliance with the Ordinances of the City of Rochester and the permission from the City of Rochester as well as the written consent of the Committee for any deviation from such Ordinances.

Anything contained herein to the contrary notwithstanding, no building and use restriction contained in this Article shall be deemed to limit the authority, control and power of the Committee with respect to its right to approve plans for construction on Owners' Lots.

ARTICLE IV

PRESERVATION OF WOODLAND AREAS

The restrictions and limitations of this Article shall only apply to phases of Stony Creek Ridge Subdivision where areas are depicted as Woodlands and designated as such within a recorded plat of a Stony Creek Ridge Subdivision.

A. **Tree Protection.** No standing, living deciduous or evergreen tree within any woodlands area shall be removed or deliberately damaged or destroyed.

B. **Development.** No building, outbuilding, addition, deck, patio, swimming or wading pool, tennis court or other improvement or development of any kind shall be permitted within a designated woodland preservation area, except in compliance with the ordinances of the City of Rochester.

C. **Maintenance.** Nothing contained in this Article shall be construed to limit or prohibit within a woodlands area the removal of brush and scrub growth, the regular trimming, pruning and maintenance of the trees, the removal of diseased or dying trees or the trimming or removal of trees which could or might reasonably be expected to cause injury to persons or property in compliance with the ordinances of the City of Rochester.

D. **Waiver.** The restrictions and limitations of this Article may be waived in whole or in part by the Committee in appropriate cases, in the sole judgment of the Committee, so long as the granting of such waiver does not substantially change the character of the Woodlands Areas and does not violate the City of Rochester Woodland Ordinances and that all necessary approvals and use permits are obtained from the City of Rochester.

Removal of Trees in Non-Woodland Areas

Anything contained herein to the contrary notwithstanding, no trees six (6) inches or more in diameter at ground level may be removed (even if such a tree is located outside of a designated Woodlands Area) without the written approval of the Committee, and a plan for preservation of trees in connection with the construction process is delivered to the Committee prior thereto. It shall be the responsibility of each Lot Owner to maintain and preserve all large trees on the Owner's Lot, which responsibility includes welling trees, if necessary. Provided, however, no permission shall be necessary for the removal of trees which fall within the area being used for the construction of a home which shall include all areas within ten (10) feet of the outer walls of a home and utility easements or rights-of-way.

ARTICLE VBUILDING AFFECTED BY FLOOD PLAIN

A. Location of Flood Plain. The 100-year flood elevation of the Stony Creek varies within Stony Creek Ridge Subdivision from 715.2 at the upstream plat limits to 706.0 at the Phase I line, and 697.3 at the upstream side of Parkdale Road.

No filling or occupation of the Flood Plain shall take place without prior written approval from the Michigan Department of Environmental Quality. The Flood Plain restrictions contained herein are to be observed in perpetuity, excluded from any time limitations set forth in the Declaration, and may not be amended.

B. Residences Within the Areas Affected by Flood Plains. Any building used or capable of being used for residential purposes and occupancy within or affected by a flood plain shall comply with the conditions set forth herein and shall require a certification to the Committee from a registered engineer to such compliance upon completion of such construction.:

1. Have lower floors, excluding basements, not lower than the elevation of the contour defining the flood plain limits.
2. Have openings into the basement not lower than the elevation of the contour defining the flood plain limits.
3. Have basement walls and floors, below the elevation of the contour defining the flood plain limits, watertight and designed to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the flood plain limits following methods and procedures outlined in the Chapter 5, type A construction and Chapter 6 for class 1 loads found in "Flood Proofing Regulations" EP 1165 2 314 prepared by the Office of the Chief of Engineers, U.S. Army, Washington D.C., March, 1992. Figure 6, Page 14-5 of the regulations shown typical foundations drainage and waterproofing details. This document is available, at no cost, from the Department of Environmental Quality, P.O. Box 30458, Lansing, Michigan, 48909-7958, or Department of the Army, Corps of Engineers, Publications Depot, 890 S. Pickett, Alexandria, Virginia 22304.
4. Be equipped with a positive means of preventing sewer backup from sewer lines and drains which serve the building.
5. Be properly anchored to prevent flotation.

C. **Grant of Perpetual Easement of Flood Plain Area.** Declarant hereby grants a perpetual and permanent private Easement in favor of the Oakland County Drain Commissioner, the Stony Creek Drainage District, and the County of Oakland (collectively referred to as "Grantee") and Grantee's successors, assigns and transferees, in, over, under and through the property identified on the Plat of Stony Creek Ridge Subdivision as a "Flood Plain Area", which Easement may not be amended or revoked except with the written approval of Grantee, and which Easement is made subject to the following terms and conditions and the following rights:

1. The Easement shall be for the purposes of developing, establishing, constructing, repairing, maintaining, deepening, cleaning, widening and performing any associated construction activities and grading in connection with any type of drainage facilities or storm drains, or related appurtenances, in any size, form, shape or capacity, within the Easement areas;
2. The Grantee shall have the right to sell, assign, transfer or convey this Easement to any other governmental unit;
3. No Lot Owner in the Subdivision(s) shall build or convey to others any permission to build any permanent structures on the said Easement;
4. No Lot Owner in the Subdivision(s) shall build or place on the area covered by the Easement any type of structure, fixture or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either actually or threaten to impair, obstruct, or adversely affect the rights of Grantee under said Easement;
5. The Grantee and its agents, contractors and designated representatives shall have right of entry on, and to gain access to, the Easement property for the purposes set forth in the Easement;
6. All Lot Owners in the Subdivision(s) release Grantee and its successors, assigns or transferees from any and all claims to damages in any way arising from or incident to the exercise by Grantee of its rights under the said Easement, and all Lot Owners covenant not to sue Grantee for any such damages.

The rights granted to the County of Oakland, the Oakland County Drain Commissioner, the Stony Creek Drainage District, and their successors and assigns, under these Restrictions may not, however, be amended, limited, revoked, or terminated without the express written consent of the Grantee hereunder. Any purported amendment or modification of the rights granted thereunder shall be void and

without legal effect unless agreed to in writing by the Grantee, its successors or assigns.

ARTICLE VI

WETLANDS

No building, structure, or addition, deck, patio, swimming or wading pool, tennis court or other improvement or development of any kind shall be permitted within a designated Wetland area, if any, as depicted within a recorded plat of a Stony Creek Ridge Subdivision.

A Wetlands area may only be used for passive recreational uses such as hiking and nature study and for installation and/or repair of improvements and utilities to the Subdivision as the Michigan Department of Environmental Quality may allow.

A Wetlands, if any, are to remain substantially in their natural condition, unless the designation of the Wetlands area is ever altered by the Michigan Department of Environmental Quality.

ARTICLE VII

ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. **Establishment of Non-Profit Corporation.** There is hereby established an association of owners to be known as the STONY CREEK RIDGE HOMEOWNER'S ASSOCIATION. Such Association shall be organized as soon as practicable after the recording of these Deed Restrictions. The Association shall be organized as a nonprofit corporation for a perpetual term under the laws of the State of Michigan and shall have such powers as are enumerated in this Declaration as well as those set forth in the corporate By-Laws for the Association.

B. **Dedication of Common Area.** Declarant agrees to dedicate and convey to the Association for the benefit of each Owner of a Lot in the Subdivision(s) (and each phase) a right and easement of enjoyment in and to any Common Area and any facilities and improvements located thereon, including the community house and pool, when the same shall be so designated and hereby agrees that it will convey the Common Area to the Association free and clear of all liens and encumbrances within ninety (90) days of the recording of any plat which depicts a designated Common Area. Title to the Common Area when established shall vest in the Association subject to the rights and easements of enjoyment in and to such Common Area by the Owners. Said easement of enjoyment shall be considered to be appurtenant to the Lots and shall

pass with the title to the lots whether or not specifically set forth in the deeds of conveyance of the Lots.

Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or purchasers who reside on his Lot.

Declarant reserves to itself in any conveyance of common area(s) all gas, oil and mineral rights if it so elects in its sole discretion.

C. Association Property Rights - Common Area. The right and easement of enjoyment of each in and to the Common Area shall be subject to the following prior rights of the Association.

1. The rights of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication, grant or transfer shall be effective unless an instrument agreeing to such dedication, grant or transfer signed by two-thirds (2/3rds) of the members entitled to vote has been recorded.
2. The right of the Association to levy assessments, as set forth in Section E hereof.

D. Membership and Voting Rights.

1. Every owner of a lot in the Subdivision shall be a mandatory member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.
2. The Association shall have two classes of voting membership:

Class A. Class A shall be all Owners, with the exception of the Declarant and its builder/purchasers. Class A members shall have no voting rights until the following shall occur.

- (i) The Class A members of all Stony Creek Ridge Subdivision(s) (and all phases) have attained at least eighty (80%) percent or more of the number of votes of the original Class B as hereinafter defined; or
- (ii) The date that the Class B members elect in writing to waive the requirements of D.2(i).

Upon the happening of the first to occur of such events, the Class A members shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons, collectively shall be , and the vote for each such lot shall be exercised as they determine, provided that in no event shall more than one vote be cast with respect to any one lot.

Class B. The Class B members shall be the Declarant and/or its builder/purchasers. Class B members shall be entitled to one vote for each lot owned in any Stony Creek Ridge Subdivision, including all phases.

E. Membership Fees and Purpose. In order to pay the cost of carrying out its responsibilities hereunder, the Association shall levy fees, dues or assessments on each Lot in the subdivision, whether or not the Lot Owner is an active member of the Association, except Lots owned by Declarant or by a builder prior to occupancy. In no event shall Declarant or such a builder be obligated to pay fees, dues or assessments to the Association. All such fees, dues or assessments shall be charged equally to each Lot, and may be enforced through the lien provided for in this Article or by any other lawful means of collecting debts.

The fees, dues or assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Subdivision and future subdivisions or lots hereafter annexed or added, and in particular for the improvement and maintenance of the Common Area(s) or Subdivision entrance-ways now or hereafter owned by the Association, and facilities thereon, and other property under the control of the Association; for planting and maintenance of trees, shrubs and grass; for construction, operation and maintenance, repair and replacement of recreational facilities, including the community house, pool and tennis courts, and all other facilities and improvements; for repair, replacement and maintenance of any retention, detention and sedimentation facilities and street lighting if any; for caring for vacant lots; for providing community services; and for the protection of the Owners; for maintenance and preservation of the wetlands and woodland areas, if any, designated on any Plat of a Stony Creek Ridge Subdivision; for maintenance and repair of any internal sidewalks and/or bike paths or bridges, if any; for maintenance and repair of any sprinkling or irrigation system serving common areas and improvements; for payment of legal, accounting, professional fees and insurance; and for such personnel and employees as may be required to fulfill the obligations herein.

Anything contained herein to the contrary notwithstanding, there shall be no membership fee due for any Lot until a home is constructed on the lot and the home is first occupied by a purchaser.

F. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy against each owner, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any improvement in or upon the Common Area and other areas under the control of the Association, including, without limiting the generality thereof, subdivision entrances, retention ponds, retention, detention areas, the community house and pool, fixtures and personal property, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of Owners who are then entitled to vote, voting in person or by proxy at a meeting duly called for that purpose.

G. Lien. Any fees, dues or assessments established by the Association, and any amounts or expenses incurred in enforcing these restrictions which are reimbursable under Article VI below, shall constitute a lien on the Lot of each Lot Owner responsible for such fees or expenses. Declarant or the Association, as the case may be, may enforce the lien by recording appropriate instruments confirming the existence of the lien and foreclosing the lien by appropriate legal action. In such legal action, a court of competent jurisdiction shall be empowered to order a sale of the Lot subject to the lien in order to satisfy the lien. The lien shall be subordinate and junior to the lien of any first mortgage securing a loan for the acquisition or improvement of any Lot in the Subdivision.

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

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

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

K. Association By-Laws. Any sale or purchase of a Lot in a Subdivision shall be subject to such By-laws for the Association as Declarant may hereafter establish, and each lot Owner agrees to abide by and observe such by-laws. Until the Association is created, Declarant shall have the right to modify, amend or supplement

the by-laws. When the Association is created, it may amend or modify the by-laws upon the affirmative vote of three-fourths (3/4ths) of members then entitled to vote.

L. Failure of Association to Maintain Common Areas; Action by City of Rochester. In the event the Association fails at any time to maintain the Open Space Areas as defined within the Planned Residential Development Agreement in reasonable order and condition, the City of Rochester may serve written notice upon the Association setting forth the specific manner in which the Association has failed to maintain the Open Space and such notice shall include a demand that deficiencies of maintenance be cured within thirty (30) days.

If the conditions set forth in the notice, or any modification thereof, shall not be cured within such thirty (30) day period or any extension thereof, the City of Rochester, in order to prevent the Open Space from becoming a nuisance, may maintain the same and the reasonable and necessary costs of maintenance shall be assessed against the Owners of the lots and their respective successors and assigns, which assessment shall be payable in the manner as required by the City of Rochester for the payment of the general property taxes.

ARTICLE VIII

ANNEXATION OF ADDITIONAL LOTS AND/OR COMMON AREAS

Declarant reserves the right in its sole and absolute discretion at any time or times in the future to amend this Declaration by recording such with the Oakland County Register of Deeds Office to add to it one or more lots or one or more additional subdivisions of land contiguous and adjacent to the Subdivision, hereafter developed and platted by Declarant or its assigns as additional phases. Such Amendment need only to be signed by the Declarant. Additional lots and/or subdivisions may or may not contain additional common areas, open space areas, wetlands, woodlands and/or improvements. Any such amendments to this Declaration shall provide that all of the residential lots added to the Subdivision or in additional subdivisions as phases shall be required to be members of the Association and shall be subject to the covenants, restrictions, easements, charges and liens set forth herein. "Such amendment(s) shall also provide that the common area contained within the Subdivision and all common areas later added to the Subdivision or future subdivisions shall be for the benefit and use of all of all lots in the subdivisions. Additional common areas may be annexed to the Association by Declarant without the consent or approval of the Association or of its members or any Owner. Any common area so added shall be owned and maintained by the Association in accordance with the terms of these Deed Restrictions. Annexation by action of the Association shall require the consent of two-thirds (2/3rds) of its then members entitled to vote.

ARTICLE IX

ASSIGNMENT

A. Declarant hereby reserves the unequivocal right to assign to the Association in whole or in part, from time to time, any or all of the rights and powers, titles, easements and estates hereby reserved or given to Declarant herein, including the right and power to approve or disapprove any use, act, proposed action, or any other matter or thing. Any such assignment or transfer shall be made by appropriate instrument in writing, and such assignee shall thereupon have the same rights and powers, and be subject to the same obligations and duties as herein given and reserved to and assumed by Declarant in connection with the rights, powers and easements so assigned, and such instrument, when executed by such assignee shall without further act, release said Declarant from all obligation, duties and liability in connection therewith.

B. Declarant hereby reserves the unequivocal right to assign to others in whole or in part, at any time and from time to time, any or all of the rights and powers, titles, easements and estates hereby reserved or given to Declarant herein, including the right and power to approve or disapprove any use, act, proposed action, or any other matter or thing. Any such assignment or transfer shall be made by appropriate instrument in writing and such assignee shall thereupon have the same rights and powers, and be subject to the same obligations and duties as herein given and reserved to and assumed by Declarant in connection with the rights, powers, and easements so assigned, and such instrument when executed by such assignee shall without further act, release said Declarant from all obligations, duties and liability in connection therewith.

ARTICLE X

EXEMPTION OF DECLARANT

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

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

ARTICLE XI

GENERAL PROVISIONS

A. Severability. Invalidation of any one of these Covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

B. Amendment. The Covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, except for Article V, Paragraphs A and B which shall be observed in perpetuity. This Declaration may be amended (except for Article V, Paragraphs A and B) during the first twenty (20) year period by an instrument signed solely by the Declarant or by an instrument signed by not less than ninety (90%) percent of the lot owners; and thereafter, by an instrument signed by not less than seventy-five (75%) percent of the lot Owners. Any amendment must be recorded with the Oakland County Register of Deeds.

C. Assignment or Transfer of Rights and Powers. Any or all of the rights and powers, titles, easements and estates hereby reserved or given to Declarant, may be assigned by it to the Association of the Owners of the properties in the Subdivision or to any other party or entity. Any such assignment or transfer shall be made by appropriate instrument, in writing and such assignee shall thereupon have the same rights and powers, and be subject to the same obligations and duties as herein given and reserved to and assumed by Declarant in connection with the rights, powers and easements so assigned, and such instrument shall without further act release the Declarant from the obligations and duties in connection therewith.

D. Deviations by Agreement with Declarant. Declarant hereby reserves the right to enter into agreements with the grantee of any lot or lots (without the consent of grantees of other lots or adjacent property) to deviate from any or all of the Covenants set forth in Article III, provided there are practical difficulties or particular hardships evidenced by the grantee and determined by Declarant in its sole discretion and any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of any such Covenant as to the remaining lots in Stony Creek Ridge Subdivision.

E. If a court of competent jurisdiction shall hold invalid or unenforceable any part of any Covenant or provision contained in this Declaration, such holding shall not

impair, invalidate or otherwise affect the remainder of this Declaration which shall remain in full force and effect.

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

ARTICLE XII

ENFORCEMENT

Declarant, or the Association, shall have the right at any time or times to proceed at law or in equity against any person violating or attempting to violate any provision contained herein, to prevent or abate such violations, to compel compliance with the terms hereof, to enter upon any land within the Subdivision and correct any condition in and remove any building, structure or improvement erected, installed or maintained in violation of the terms hereof at the Lot Owner's expense, and to recover arrearages or other dues for any violation. Any such entry shall not constitute a trespass. Declarant may recover against a Lot Owner violating the provisions of this Declaration all reasonable costs incurred by it in enforcing such provisions in any of the foregoing ways, including the cost of removing offending structures and actual attorneys fees and other litigation costs.

Failure to enforce any provision contained herein in any particular instance shall not be considered a waiver of the right to do so as to any continuing, subsequent or other violation.

ARTICLE XIII

LANDS AFFECTED

A. The covenants, conditions and restrictions set forth herein shall not be binding upon or affect in any way any property other than the Subdivision. Specifically, these restrictions shall not apply to or constitute a burden or encumbrance on any adjacent property, including any adjacent property by Declarant, unless Declarant in its sole discretion elects to make such binding upon same by appropriate recorded written Amendment.

B. Declarant reserves the right to create one or more subdivisions adjacent to the Subdivision, or to otherwise develop all or any of such property. Such subdivisions or developments may be the subject of no restrictions or of restrictions which are more or less stringent than those set forth herein.

IN WITNESS, the undersigned, being all of the parties with an ownership interest in the Lots have caused these presents to be executed on the 27th day of June of 1996.

Declarant:

ROCHESTER PROPERTIES
DEVELOPMENT, L.L.C.

4850 Coolidge Highway
Royal Oak, Michigan 48073-1023
File No. LC8-292, August 24, 1995

Janet Spann
Janet Spann

Lawrence A. Coulette
LAWRENCE A. COULETTE

By: Grand/Sakwa of Rochester L.L.C.
Managing Member of Rochester
Properties Development, L.L.C.
4850 Coolidge Highway
Royal Oak, Michigan 48073-1023
File No. LC8-238, August 21, 1995

By: The Stephen Grand Revocable
Inter-Vivos Trust, dated September 15,
1988 as amended, the Managing Member
of Grand/Sakwa of Rochester, L.L.C.
4850 Coolidge Highway
Royal Oak, Michigan 48073-1023

By: Stephen Grand
Stephen Grand, Trustee

ACKNOWLEDGMENT

STATE OF MICHIGAN)
) ss
 COUNTY OF OAKLAND)

Personally came before me this 27th day of June, 1996, Stephen Grand, Trustee of the Stephen Grand Revocable Inter-Vivos Trust, Managing Member of the Grand/Sakwa of Rochester L.L.C. which is the Managing Member of Rochester Properties Development L.L.C., a Michigan Limited Liability Company, to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the foregoing instrument by authority of such entities.

JANET MARIE SPANN
 Notary Public, Oakland County, MI
 My Commission Expires Feb. 24, 1998

Janet Marie Spann
 , Notary Public
Oakland County, State of Michigan
 My Commission Expires: 02-25-98

DRAFTED BY AND
 WHEN RECORDED RETURN TO:
 Robert A. Jacobs, Esq.
 380 N. Woodward, Suite 300
 Birmingham, Michigan 48009

LIBER 17157 PC 406
(LIBER 17136 PC 696)

AP 15 97 08 27 56

DECLARATION OF RESTRICTIONS FOR
STONY CREEK SUBDIVISION NO. 2

AND

FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS
FOR STONY CREEK SUBDIVISION

15.00 MISCELLANEOUS RECORDING
2.00 RECONCILIATION
15 APR 97 2:15 P.M. RECEIVED
RECORDED - OAKLAND COUNTY
Lynn D. Allen, Clerk/Register of Deeds

AP 24 97 08 94 56

WHEREAS, Rochester Properties Development, L.L.C., a Michigan limited liability company, whose address is 4850 Coolidge Highway, Royal Oak, Michigan 48073-1023, has previously established and did cause to be recorded in Liber 16404, Pages 55 through 79, inclusive, Oakland County Records, a certain Declaration of Restrictions for Stony Creek Subdivision, hereinafter referred to as "The Restrictions", for the benefit of all owners of lots in Stony Creek Subdivision, which is located in the County of Oakland, State of Michigan on real property more particularly described as:

Lots 1 through 174, inclusive, or Stony Creek Subdivision, according to the plat thereof as recorded in Liber 246 of Plats, Pages 19 through 31, Oakland County Records,

246019

15-12-326-003
15-11-428-003
15-12-406-000 Ent

hereinafter referred to as "The Subdivision"; and

WHEREAS, "Declarant" as is defined in "The Restrictions" Article I, means Rochester Properties Development, L.L.C.; and

15.00 MISCELLANEOUS RECORDING
24 APR 97 12:15 P.M. RECEIVED
RECORDED - OAKLAND COUNTY
Lynn D. Allen, Clerk/Register of Deeds

WHEREAS, "Declarant" is the owner in fee simple of the property located in the City of Rochester, County of Oakland, State of Michigan and more particularly described as:

Lots 175 through 244, inclusive and four (4) private parks of Stony Creek Subdivision No. 2, all according to the plat thereof as recorded in Liber 252 of Plats, pages 32 through 37, Oakland County Records;

252032

15-12-326-003
15-11-428-003
Parent Parcel

hereinafter referred to as "Subdivision No. 2"; and

WHEREAS, Article VIII, Annexation of Additional Lots and/or Common Area contained in "The Restrictions" provides in part as follows:

"Declarant reserves the right in its sole and absolute discretion at any time or times in the future to amend this Declaration and by recording such with the Oakland County Register of Deeds Office to add to it one or more lots or one or more additional subdivisions of land contiguous and adjacent to the Subdivision, hereafter developed and platted by Declarant or its assign as additional phases. Such Amendment need only to be signed by the Declarant. Additional lots and/or subdivisions may or may not contain additional common areas, open space areas, wetlands, woodlands and/or

15.00
1.00
N/C

OK-G.K.
OK-G.K.

* Being Re-Rec to Show Correct Sub name.

LIBER 17157 PG 407
(LIBER 17136 PG 697)

improvements. Any such amendment(s) to this declaration shall provide that the owners of all of the residential lots added to the Subdivision or in additional subdivisions shall be required to be members of the Association and shall be subject to the covenants, restrictions, easements, charges and liens set forth herein. Such amendment(s) shall also provide that the common area contained within the Subdivision and all common areas later added to the Subdivision or future subdivisions shall be for the benefit and use of all Owners of all Lots in the subdivisions. Additional common areas may be annexed to the Association by Declarant without the consent or approval of the Association or of its members or any Owner. Any common area so added shall be owned and maintained by the Association in accordance with the terms of these Deed Restrictions. . . ."

WHEREAS, it is intended, upon development of Subdivision No. 2 that it be subject to all covenants, conditions and restrictions as contained within the Declaration of Restrictions for Stony Creek Ridge Subdivision, as recorded in Liber 16404, Page 55 through 79, inclusive, Oakland County Records, ("The Restrictions").

NOW, THEREFORE, in consideration of the premises and the covenants, terms and conditions contained herein, it is hereby established as follows:

1. That each and every covenant and condition as contained within the Declaration of Restrictions for Stony Creek Ridge Subdivision recorded in Liber 16404, Page 55 through 79, inclusive, are hereby made applicable to each and every lot in Stony Creek Ridge Subdivision No. 2 and the Private Parks contained therein except as herein provided.

2. That all of the terms, covenants and conditions of "The Restrictions" contained herein shall continue to be applicable to every lot in Stony Creek Ridge Subdivision.

3. The four (4) Private Parks described within the recorded Plat of Stony Creek Ridge Subdivision No. 2 shall and do constitute a "Common area" as defined in Article I (C) of "The Restrictions".

4. The Declarant or its assigns shall convey the four (4) Private Parks in Subdivision No. 2 to the Stony Creek Ridge Homeowners Association, a Michigan Non-Profit Corporation, as defined within Article I (A) of "The Restrictions" within ninety (90) days after the date that the Plat for Subdivision No. 2 is recorded.

5. That any area depicted on the recorded plat for Subdivision No. 2 as a "flood plain" or as "a wetland" shall be subject to compliance with those restrictions, covenants and conditions as set forth in Article V, "Buildings affected by Flood Plains" and Article VI, "Wetlands", as set forth and contained within "The Restrictions".

LIBER 17136 PG 698
17157 PG 408

6. The covenants, conditions and restrictions as contained herein shall be applicable to the present and future owners of all lots in Stony Creek Ridge Subdivision and Stony Creek Ridge Subdivision No. 2 and all lots in Stony Creek Ridge Subdivision and Subdivision No. 2 shall be used, held, and/or sold expressly subject to the covenants, restrictions and agreements as contained within the recorded Declaration of Restrictions for Stony Creek Ridge Subdivision and as provided herein, which restrictions, covenants and agreements shall be incorporated by reference in all deeds of conveyance and contracts for the sale of said lots and shall run with the land and be binding upon all grantees and their respective heirs, personal representatives, successors and assigns.

7. All conditions, restrictions, covenants, agreements in the Declaration of Restrictions for Stony Creek Ridge Subdivision shall continue to remain in full force and effect except as has been explicitly modified in paragraphs 8, 9 and 10 herein.

8. All lots in Stony Creek Ridge Subdivision No. 2 shall be a minimum of 2,000 square feet for a two-story house and 1,750 square feet for a one-story house with the exception of lots 214 through 225, inclusive, which shall be a minimum of 2,500 square feet.

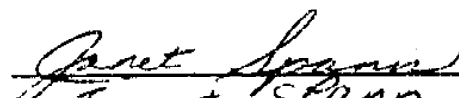
9. Declarant reserves, as permitted by the City of Rochester, the right to erect and maintain other signs identifying the subdivision(s). All signs shall comply with the ordinances of the City of Rochester and the Subdivision Control Act of 1967, as amended.

No buildings may be constructed or maintained over or on any easements; however, after the aforementioned utilities have been installed, planting, fencing (where permitted), or other Lot line improvements shall be allowed, so long as they do not violate the provisions of this Article and do not interfere with, obstruct, hinder, or impair the drainage, retention and/or detention plans of the subdivision and so long as access be granted, without charge or liability for damages, for the installation and/or maintenance of the utilities, drainage lines and/or additional facilities; and provided as to lots 195 through 199, inclusive, and Lot 214 of Stony Creek Ridge Subdivision No. 2 such plantings and shrubs do not interfere with the visibility or maintenance of signs placed upon such lots or easement areas by Declarant. The City shall be responsible for the restoration of top soil and sod only. Any repair or replacement of landscaping, fencing and/or irrigation systems or any other improvements shall be the obligation of the property owner.

10. All buildings on lots in Stony Creek Ridge Subdivision No. 2 shall be subject to and shall comply with the Minimum Yard Requirements as set forth for the Meadows at Stony Creek, which are contained within Article III, Paragraph C on Page 7 of the recorded Restrictions.

(LIBER 17136 PG 699) NO. 17157 PG 109

IN WITNESS, the undersigned, being all of the parties with an ownership interest in the Lots have caused these presents to be executed on the 27th day January of 1997.


Janet Spann


Gary N. Cooper

Declarant:

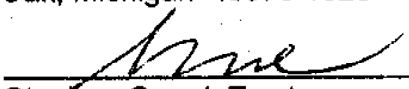
**ROCHESTER PROPERTIES
DEVELOPMENT, L.L.C.**

4850 Coolidge Highway
Royal Oak, Michigan 48073-1023
File No. LC8-292, August 24, 1995

By: Grand/Sakwa of Rochester L.L.C.
Managing Member of Rochester
Properties Development, L.L.C.
4850 Coolidge Highway
Royal Oak, Michigan 48073-1023
File No. LC8-238, August 21, 1995

By: The Stephen Grand Revocable
Inter-Vivos Trust, dated September 15,
1988 as amended, the Managing Member
of Grand/Sakwa of Rochester, L.L.C.
4850 Coolidge Highway
Royal Oak, Michigan 48073-1023

By:


Stephen Grand, Trustee

(FIBER 17136PG700)

FIBER 17157PG410

ACKNOWLEDGMENT

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

Personally came before me this 29th day of January, 1997, Stephen Grand, Trustee of the Stephen Grand Revocable Inter-Vivos Trust, Managing Member of the Grand/Sakwa of Rochester L.L.C. which is the Managing Member of Rochester Properties Development L.L.C., a Michigan Limited Liability Company, to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the foregoing instrument by authority of such entities.

JANET MARIE SPANN
Notary Public, Oakland County, MI
My Commission Expires Feb. 25, 1998

Janet Marie Spann
Notary Public
Oakland County, State of Michigan
My Commission Expires: 02-25-98

DRAFTED BY AND
WHEN RECORDED RETURN TO:
Robert A. Jacobs, Esq.
380 N. Woodward, Suite 300
Birmingham, Michigan 48009

AP 29 98 125562

LIBER 18403 PG 300

\$ 15.00 MISCELLANEOUS RECORDING

\$ 2.00 REMUNERATION

29 APR 98 9:36 A.M.

PAID RECEIVED - CLERK OF DEEDS
LARRY D. ALLEN, CLERK OF DEEDS

**DECLARATION OF RESTRICTIONS FOR
STONY CREEK RIDGE SUBDIVISION NO. 3
AND
SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS
FOR STONY CREEK RIDGE SUBDIVISION**

WHEREAS, Rochester Properties Development, L.L.C., a Michigan limited liability company, whose address is 4850 Coolidge Highway, Royal Oak, Michigan 48073-1023, has previously established and did cause to be recorded in Liber 16404, Pages 55 through 79, inclusive, Oakland County Records, a certain Declaration of Restrictions for Stony Creek Subdivision, hereinafter referred to as "The Restrictions", for the benefit of all owners of lots in Stony Creek Ridge Subdivision, which is located in the County of Oakland, State of Michigan on real property more particularly described as:

Lots 1 through 174, inclusive, of Stony Creek Ridge Subdivision, No. 1 according to the plat thereof as recorded in Liber 246 of Plats, Pages 19 through 31, Oakland County Records; and 15-12-406-000 ENT.

hereinafter referred to as "The Subdivision"; and 246019 15 CO 200

WHEREAS, "Declarant" is defined in "The Restrictions" Article I (E) to mean Rochester Properties Development, L.L.C.; and

WHEREAS, "Declarant" is the owner in fee simple of the property located in the City of Rochester, County of Oakland, State of Michigan and more particularly described as:

Lots 175 through 244, inclusive and four (4) private parks of Stony Creek Ridge Subdivision No. 2, all according to the plat thereof as recorded in Liber 252 of Plats, pages 32 through 37, Oakland County Records; hereinafter referred to as "Subdivision No. 2"; and did cause to be recorded in Liber 17157, page 406 and re-recorded in Liber 17136, page 696, Oakland County Records, the First Amendment to Declaration of Restrictions for Stony Creek Ridge Subdivision; and 15-12-301-000 ENT

WHEREAS, Article VIII, Annexation of Additional Lots and/or Common Area contained in "The Restrictions" provides in part as follows:

"Declarant reserves the right in its sole and absolute discretion at any time or times in the future to amend this Declaration and by recording such with the Oakland County Register of Deeds Office to add to it one or more lots or one or more additional subdivisions of land contiguous and adjacent to the Subdivision, hereafter developed

LIBER 18403 PC 301

and platted by Declarant or its assign as additional phases. Such Amendment need only to be signed by the Declarant. Additional lots and/or subdivisions may or may not contain additional common areas, open space areas, wetlands, woodlands and/or improvements. Any such amendment(s) to this declaration shall provide that the owners of all of the residential lots added to the Subdivision or in additional subdivisions shall be required to be members of the Association and shall be subject to the covenants, restrictions, easements, charges and liens set forth herein. Such amendment(s) shall also provide that the common area contained within the Subdivision and all common areas later added to the Subdivision or future subdivisions shall be for the benefit and use of all Owners of all Lots in the subdivisions. Additional common areas may be annexed to the Association by Declarant without the consent or approval of the Association or of its members or any Owner. Any common area so added shall be owned and maintained by the Association in accordance with the terms of these Deed Restrictions. . . " and

WHEREAS, "Declarant" is the Owner in fee simple of the Property located in the City of Rochester, County of Oakland, State of Michigan, more particularly described as Lots 245 through 315 inclusive and three (3) private parks of Stony Creek Ridge Subdivision No. 3, i.e. Cloverdale Park, Lone Pine Park and Appoline Park, all according to the Plat thereof as recorded in Liber 256, pages 20 through 23, Oakland County Records; and 15-12-430-000 E.T.

WHEREAS, it is intended, upon development of Subdivision No. 3 that it be subject to all covenants, conditions and restrictions as contained within the Declaration of Restrictions for Stony Creek Ridge Subdivision, as recorded in Liber 16404, Page 55 through 79, inclusive, Oakland County Records, the First Amendment recorded in Liber 17157, page 406 and re-recorded in Liber 17136, page 696, Oakland County Records, except as may be modified herein.

NOW, THEREFORE, in consideration of the premises and the covenants, terms and conditions contained herein, it is hereby established as follows:

1. That each and every covenant and condition as contained within the Declaration of Restrictions for Stony Creek Ridge Subdivision recorded in Liber 16404, Page 55 through 79, inclusive and the First Amendment recorded in Liber 17157, page 406, and re-recorded in Liber 17136, page 697, Oakland County Records, are hereby made applicable to each and every lot in Stony Creek Ridge Subdivision No. 3 and the Private Parks contained therein except as modified herein.

2. The three (3) Private Parks described within the recorded Plat of Stony Creek Ridge Subdivision No. 3 shall and do constitute Common Area as defined in Article I (C) of "The Restrictions".

3. The Declarant or its assigns shall convey the Private Parks in Subdivision No. 3 to the Stony Creek Ridge Homeowners Association, a Michigan Non-Profit

LIBER 18403 PC302

Corporation, as defined within Article I (A) of "The Restrictions" within ninety (90) days after the date that the Plat for Subdivision No. 3 is recorded.

4. That any area depicted on the recorded plat for Subdivision No. 3 as a "flood plain" or as "a wetland" shall be subject to compliance with those restrictions, covenants and conditions as set forth in Article V, "Buildings affected by Flood Plains" and Article VI, "Wetlands", as set forth and contained within "The Restrictions".

5. The covenants, conditions and restrictions as contained herein shall be applicable to the present and future owners of all lots in Stony Creek Ridge Subdivision No. 3 and all lots in Stony Creek Ridge and Subdivision No. 3 shall be used, held, and/or sold expressly subject to the covenants, restrictions and agreements as contained within the recorded Declaration of Restrictions for Stony Creek Ridge Subdivision as Amended and as provided herein, which restrictions, covenants and agreements shall be incorporated by reference in all deeds of conveyance and contracts for the sale of said lots and shall run with the land and be binding upon all grantees and their respective heirs, personal representatives, successors and assigns.

6. All conditions, restrictions, covenants, agreements in the Declaration of Restrictions for Stony Creek Ridge Subdivision and Stony Creek Ridge Subdivision No. 2 shall continue to remain in full force and effect.

7. All houses in Stony Creek Ridge Subdivision No. 3 shall be a minimum of 2,000 square feet for a two-story house and 1,750 square feet for a one-story house.

8. Declarant reserves, as permitted by the City of Rochester, the right to erect and maintain additional signs identifying the subdivision(s). All signs shall comply with the ordinances of the City of Rochester and the Subdivision Control Act of 1967, as amended.

No buildings may be constructed or maintained over or on any easements; within Stony Creek Ridge Subdivision No. 3 however, after the aforementioned utilities have been installed, planting, fencing (where permitted), or other Lot line improvements shall be allowed, so long as they do not violate the provisions of this Article and do not interfere with, obstruct, hinder, or impair the drainage, retention and/or detention ponds of such subdivision and so long as access be granted, without charge or liability for damages, for the installation and/or maintenance of the utilities, drainage lines and/or additional facilities; and provided as to lots ~~245~~ through ~~254~~, inclusive, and Lot ~~276~~ of Stony Creek Ridge Subdivision No. 3 such plantings and shrubs do not interfere with the visibility or maintenance of signs placed upon such lots or easement areas by Declarant. The City shall be responsible for the restoration of top soil and sod only. Any repair or replacement of landscaping, fencing and/or irrigation systems or any other improvements shall be the obligation of the property owner.

LIBER 18403PC303

10. All buildings on lots in Stony Creek Ridge Subdivision No. 3 shall be subject to and shall comply with the Minimum Yard Requirements as set forth for the Meadows at Stony Creek, which are contained within Article III, Paragraph C on Page 7 of the recorded Restrictions.


IN WITNESS, the undersigned, being all of the parties with an ownership interest in the Lots have caused these presents to be executed on the 30th day ~~July~~ ^{October}, of 1997.


Declarant:
ROCHESTER PROPERTIES
DEVELOPMENT, L.L.C.
4850 Coolidge Highway
Royal Oak, Michigan 48073-1023
File No. LC8-292, August 24, 1995

By: Grand/Sakwa of Rochester L.L.C.
Managing Member of Rochester
Properties Development, L.L.C.
4850 Coolidge Highway
Royal Oak, Michigan 48073-1023
File No. LC8-238, August 21, 1995

By: The Stephen Grand Revocable
Inter-Vivos Trust, dated September 15,
1988 as amended, the Managing Member
of Grand/Sakwa of Rochester, L.L.C.
4850 Coolidge Highway
Royal Oak, Michigan 48073-1023

By: 
Stephen Grand, Trustee


Janet M. Spann


William Marcus

LIBER 18403 PC304

ACKNOWLEDGMENT

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

Personally came before me this 20th day of ^{October} ~~July~~, 1997, Stephen Grand, Trustee of the Stephen Grand Revocable Inter-Vivos Trust, Managing Member of the Grand/Sakwa of Rochester L.L.C. which is the Managing Member of Rochester Properties Development L.L.C., a Michigan Limited Liability Company, to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the foregoing instrument by authority of such entities.

JANET MARIE SPANN
Notary Public, Oakland County, MI
My Commission Expires Feb. 25, 2002

Janet Marie Spann
Notary Public
Oakland County, State of Michigan
My Commission Expires: 02/25/02

DRAFTED BY AND
WHEN RECORDED RETURN TO:
Robert A. Jacobs, Esq.
380 N. Woodward, Suite 300
Birmingham, Michigan 48009

LIBER 19304 PC 361

DE 21 98 366 011

\$ 15.00 MISCELLANEOUS RECORDING

\$ 2.00 REMUNERATION

21 DEC 98 10:54 A.M. RECEIPT # 1134

PAID RECORDED - OAKLAND COUNTY

G. WILLIAM CADDELL

CLERK/REGISTER OF DEEDS

**DECLARATION OF RESTRICTIONS FOR
STONY CREEK RIDGE SUBDIVISION NO. 4
AND
THIRD AMENDMENT TO DECLARATION OF RESTRICTIONS
FOR STONY CREEK RIDGE SUBDIVISION**

WHEREAS, Rochester Properties Development, L.L.C., a Michigan limited liability company, whose address is 32000 Northwestern Hwy., Suite #125, Farmington Hills, Michigan 48334, has previously established and did cause to be recorded in Liber 16404, Pages 55 through 79, inclusive, Oakland County Records, a certain **Declaration of Restrictions for Stony Creek Subdivision**, hereinafter referred to as "**The Restrictions**", for the benefit of all owners of lots in **Stony Creek Ridge Subdivision**, which is located in the County of Oakland, State of Michigan on real property more particularly described as: Lots 1 through 174, inclusive, or **Stony Creek Ridge Subdivision**, according to the plat thereof as recorded in Liber 246 of Plats, Pages 19 through 31, Oakland County Records;

WHEREAS, "Declarant" is defined in "**The Restrictions**" Article I (E) to mean Rochester Properties Development, L.L.C.; and

WHEREAS, "Declarant" as the owner in fee simple of the property located in the City of Rochester, County of Oakland, State of Michigan and more particularly described as: Lots 175 through 244, inclusive and four (4) private parks of Stony Creek Ridge Subdivision No. 2, all according to the plat thereof as recorded in Liber 252 of Plats, pages 32 through 37, Oakland County Records; hereinafter referred to as "Subdivision No. 2" and did cause to be recorded in Liber 17157, page 406 and re-recorded in Liber 17136, page 696, Oakland County Records, the **First Amendment to Declaration of Restrictions for Stony Creek Ridge Subdivision**; and

WHEREAS, Article VIII, Annexation of Additional Lots and/or Common Area contained in "**The Restrictions**" provides in part as follows:

"Declarant reserves the right in its sole and absolute discretion at any time or times in the future to amend this Declaration and by recording such with the Oakland County Register of Deeds Office to add to it one or more lots or one or more additional subdivisions of land contiguous and adjacent to the Subdivision, hereafter developed and platted by Declarant or its assign as additional phases. Such Amendment need only to be signed by the Declarant. Additional lots and/or subdivisions may or may not contain additional common areas, open space areas, wetlands, woodlands and/or improvements." Any such amendment(s) to this declaration shall provide that the owners of all of the residential lots added to the Subdivision or in additional subdivisions shall be required to be members of the Association and shall be subject to the

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15-12-1998 ENT
STONY CREEK RIDGE NO. 4
D.K. - ML

LIBER 19304 PAGE 362

covenants, restrictions, easements, charges and liens set forth herein. Such amendment(s) shall also provide that the common area contained within the Subdivision and all common areas later added to the Subdivision or future subdivisions shall be for the benefit and use of all Owners of all Lots in the subdivisions. Additional common areas may be annexed to the Association by Declarant without the consent or approval of the Association or of its members or any Owner. Any common area so added shall be owned and maintained by the Association in accordance with the terms of these Deed Restrictions. . . " and

WHEREAS, "Declarant" as the Owner in fee simple of the Property located in the City of Rochester, County of Oakland, State of Michigan, more particularly described as Lots 245 through 315 inclusive and three (3) private parks of Stony Creek Ridge Subdivision No. 3, i.e. Cloverdale Park, Lone Pine Park and Appoline Park, all according to the Plat thereof as recorded in Liber 256, pages 20 through 23, Oakland County Records; and did cause to be recorded in Liber 18493, Page 300 through 304, Oakland County Records, the Declaration of Restrictions for Stony Creek Subdivision No. 3, being the Second Amendment to Declaration of Restrictions for Stony Creek Ridge Subdivision; and

WHEREAS, "Declarant" is the Owner in fee simple of the Property located in the City of Rochester, County of Oakland, State of Michigan, more particularly described as Lots 344 through 385 inclusive and two (2) private parks of Stony Creek Ridge Subdivision No. 4, i.e. Pondside North Park and Springview North Park, all according to the Plat thereof, as recorded in Liber 262, Pages 13 through 16, Oakland County Records, hereinafter referred to as Stony Creek Ridge Subdivision No. 4; and

WHEREAS, it is intended, upon development of Subdivision No. 4 that it be subject to all covenants, conditions and restrictions as contained within the Declaration of Restrictions for Stony Creek Ridge Subdivision, as recorded in Liber 16404, Page 55 through 79, inclusive, Oakland County Records, the First Amendment recorded in Liber 17157, page 406 and re-recorded in Liber 17136, page 696, Oakland County Records, the Second Amendment recorded in Liber 18403, Page 300, Oakland County Records, accept as modified herein.

NOW, THEREFORE, in consideration of the premises and the covenants, terms and conditions contained herein, it is hereby established as follows:

1. That each and every covenant and condition as contained within the Declaration of Restrictions for Stony Creek Ridge Subdivision recorded in Liber 16404, Page 55 through 79, inclusive, the First Amendment recorded in Liber 17157, page 406, and re-recorded in Liber 17136, page 697, Oakland County Records, and the Second Amendment recorded in Liber 18403, Page 300, Oakland County Records, are hereby made applicable to each and every lot in Stony Creek Ridge Subdivision No. 4 and the Private Parks contained therein except as modified herein.

LIBER 19304 PG 363

2. The two (2) Private Parks described within the recorded Plat of **Stony Creek Ridge Subdivision No. 4**, i.e. Pondside North Park and Springview North Park, shall and do constitute Common Area as defined in Article I (C) of "**The Restrictions**".

3. The Declarant or its assigns shall convey the Private Parks in **Stony Creek Ridge Subdivision No. 4** to the **Stony Creek Ridge Homeowners Association, a Michigan Non-Profit Corporation**, as defined within Article I (A) of "**The Restrictions**" within ninety (90) days after the date that the Plat for Subdivision No. 4 is recorded.

4. That any area depicted on the recorded plat for Subdivision No. 4 as a "flood plain" or as "a wetland" (if any), shall be subject to compliance with those restrictions, covenants and conditions as set forth in **Article V, "Buildings affected by Flood Plains"** and **Article VI, "Wetlands"**, as set forth and contained within "**The Restrictions**".

5. The covenants, conditions and restrictions as contained herein shall be applicable to the present and future owners of all lots in **Stony Creek Ridge Subdivision No. 4** and all lots in **Stony Creek Ridge Subdivision No. 4** shall be used, held, and/or sold expressly subject to the covenants, restrictions and agreements as contained within the recorded **Declaration of Restrictions for Stony Creek Ridge Subdivision as Amended** and as provided herein, which restrictions, covenants and agreements shall be incorporated by reference in all deeds of conveyance and contracts for the sale of said lots and shall run with the land and be binding upon all grantees and their respective heirs, personal representatives, successors and assigns.

6. All conditions, restrictions, covenants, agreements in the **Declaration of Restrictions for Stony Creek Ridge Subdivision and Stony Creek Ridge Subdivision No. 2 and 3** shall continue to remain in full force and effect.

7. All houses in **Stony Creek Ridge Subdivision No. 4** shall be a minimum of 2,600 square feet for a two-story house and 2,100 square feet for a one-story house.

8. Declarant reserves, as permitted by the City of Rochester, the right to erect and maintain additional signs identifying the subdivision(s). All signs shall comply with the ordinances of the City of Rochester and the Land Division Act, as amended.

No buildings may be constructed or maintained over or on any easements within **Stony Creek Ridge Subdivision No. 4** however, after the aforementioned utilities have been installed, planting, fencing (where permitted), or other Lot line improvements shall be allowed, so long as they do not violate the provisions of this Article and do not interfere with, obstruct, hinder, or impair the drainage, retention and/or detention ponds of such subdivision and so long as access be granted, without charge or liability for damages, for the installation and/or maintenance of the utilities, drainage lines and/or additional facilities; and provided as to lots 363 through 364, inclusive, and Lot 385 of

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Stony Creek Ridge Subdivision No. 4 such plantings and shrubs do not interfere with the visibility or maintenance of signs placed upon such lots or easement areas by **Declarant**. The City shall be responsible for the restoration of top soil and sod only. Any repair or replacement of landscaping, fencing and/or irrigation systems or any other improvements shall be the obligation of the property owner.


10. All buildings on lots in **Stony Creek Ridge Subdivision No. 4** shall be subject to and shall comply with the Minimum Yard Requirements as set forth for the **Meadows at Stony Creek**, which are contained within Article III, Paragraph C on Page 7 of the recorded Restrictions.

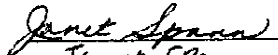
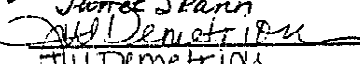
IN WITNESS, the undersigned, being all of the parties with an ownership interest in the Lots have caused these presents to be executed on the 17th day of December 1998.

Declarant:
ROCHESTER PROPERTIES
DEVELOPMENT, L.L.C.
32000 Northwestern Hwy., Ste. 125
Farmington Hills, Michigan 48334
File No. LC8-292, August 24, 1995

By: Grand/Sakwa of Rochester, a
Michigan Co-Partnership
The Managing Member of Rochester
Properties Development, L.L.C.
32000 Northwestern Hwy., Ste. 125
Farmington Hills, Michigan 48334

By: Grand Rochester, Inc., a
Michigan Corporation
As Managing Partner of
Grand/Sakwa of Rochester

By: 
Stephen Grand,
Its President


Janet Spann

Jill Demetriadou

LIBER 19304 PC365

ACKNOWLEDGMENT

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

Personally came before me this 17th day of December, 1998, Stephen Grand, President of Grand Rochester, Inc., a Michigan Corporation, Managing Partner of the Grand/Sakwa of Rochester which is the Managing Member of Rochester Properties Development L.L.C., a Michigan Limited Liability Company, to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the foregoing instrument by authority of such entities.

JANET MARIE SPANN
Notary Public, Oakland County, MI
My Commission Expires Feb. 25, 2002

Janet Marie Spann
_____, Notary Public
Oakland County, State of Michigan
My Commission Expires: 02-25-02

DRAFTED BY AND
WHEN RECORDED RETURN TO:
Robert A. Jacobs, Esq.
380 N. Old Woodward, Suite 300
Birmingham, Michigan 48009

LIBER 19684 PC055

85759

LIBER 19684 PAGE 55
\$25.00 MISC RECORDING
\$2.00 REMONUMENTATION
03/16/1999 12:17:52 P.M. RECEIPT# 7814
PAID RECORDED - OAKLAND COUNTY
S. WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

**DECLARATION OF RESTRICTIONS FOR
STONY CREEK RIDGE SUBDIVISION NO. 5
AND**

**FOURTH AMENDMENT TO DECLARATION OF RESTRICTIONS
FOR STONY CREEK RIDGE SUBDIVISION**

AS RECORDED IN LIBER 266 PAGES 37, 38, 39, 40, 41, 42, 43, 44, 45 O.C.R.

WHEREAS, Rochester Properties Development, L.L.C., a Michigan limited liability company, whose address is 32000 Northwestern Hwy., Suite #125, Farmington Hills, Michigan 48334, has previously established and did cause to be recorded in Liber 16404, Pages 55 through 79, inclusive, Oakland County Records, a certain **Declaration of Restrictions for Stony Creek Subdivision**, hereinafter referred to as "**The Restrictions**", for the benefit of all owners of lots in **Stony Creek Ridge Subdivision**, which is located in the County of Oakland, State of Michigan on real property more particularly described as: Lots 1 through 174, inclusive, or **Stony Creek Ridge Subdivision**, according to the plat thereof as recorded in Liber 246 of Plats, Pages 19 through 31, Oakland County Records;

WHEREAS, "Declarant" is defined in "**The Restrictions**" Article I (E) to mean Rochester Properties Development, L.L.C.; and

WHEREAS, "Declarant" as the owner in fee simple of the property located in the City of Rochester, County of Oakland, State of Michigan and more particularly described as: Lots 175 through 244, inclusive and four (4) private parks of Stony Creek Ridge Subdivision No. 2, all according to the plat thereof as recorded in Liber 252 of Plats, pages 32 through 37, Oakland County Records; hereinafter referred to as "Subdivision No. 2" and did cause to be recorded in Liber 17157, page 406 and re-recorded in Liber 17136, page 696, Oakland County Records, the **First Amendment to Declaration of Restrictions for Stony Creek Ridge Subdivision**; and

WHEREAS, Article VIII, Annexation of Additional Lots and/or Common Area contained in "**The Restrictions**" provides in part as follows:

"Declarant reserves the right in its sole and absolute discretion at any time or times in the future to amend this Declaration and by recording such with the Oakland County

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O.K. - LG

LIBER 19684 PC056

Register of Deeds Office to add to it one or more lots or one or more additional subdivisions of land contiguous and adjacent to the Subdivision, hereafter developed and platted by Declarant or its assign as additional phases. Such Amendment need only to be signed by the Declarant. Additional lots and/or subdivisions may or may not contain additional common areas, open space areas, wetlands, woodlands and/or improvements. Any such amendment(s) to this declaration shall provide that the owners of all of the residential lots added to the Subdivision or in additional subdivisions shall be required to be members of the Association and shall be subject to the covenants, restrictions, easements, charges and liens set forth herein. Such amendment(s) shall also provide that the common area contained within the Subdivision and all common areas later added to the Subdivision or future subdivisions shall be for the benefit and use of all Owners of all Lots in the subdivisions. Additional common areas may be annexed to the Association by Declarant without the consent or approval of the Association or of its members or any Owner. Any common area so added shall be owned and maintained by the Association in accordance with the terms of these Deed Restrictions. . . ."; and

WHEREAS, "Declarant" as the Owner in fee simple of the Property located in the City of Rochester, County of Oakland, State of Michigan, more particularly described as Lots 245 through 343 inclusive and three (3) private parks of Stony Creek Ridge Subdivision No. 3, i.e. Cloverdale Park, Lone Pine Park and Appoline Park, all according to the Plat thereof as recorded in Liber 256, pages 20 through 23, Oakland County Records; did cause to be recorded in Liber 18403, Page 300 through 304, Oakland County Records, the **Declaration of Restrictions for Stony Creek Subdivision No. 3, being the Second Amendment to Declaration of Restrictions for Stony Creek Ridge Subdivision;** and

WHEREAS, "Declarant" is the Owner in fee simple of the Property located in the City of Rochester, County of Oakland, State of Michigan, more particularly described as Lots 344 through 385 inclusive and two (2) private parks of **Stony Creek Ridge Subdivision No. 4**, i.e. Pondside North Park and Springview North Park, all according to the Plat thereof, as recorded in Liber 262, Pages 13 through 16, Oakland County Records, hereinafter referred to as Stony Creek Ridge Subdivision No. 4; and

WHEREAS, "Declarant" did cause to be recorded the **Declaration of Restrictions for Stony Creek Ridge Subdivision No. 4**, being the Third Amendment to Declaration of Restrictions for Stony Creek Subdivision, recorded in Liber 19304, Page 361, Oakland County Records; and

WHEREAS, "Declarant" is the Owner in fee simple of the Property located in the City of Rochester, County of Oakland, State of Michigan, more particularly described as Lots 386 through 461 inclusive and four (4) private parks of **Stony Creek Ridge Subdivision No. 5**, i.e. Pondside West Park and Autumnview South Park and Sunview Park and Springview West Park, all according to the Plat thereof, as recorded in Liber

LIBER 19684 PC057

266, Pages 37 through 44, Oakland County Records, hereinafter referred to as Stony Creek Ridge Subdivision No. 5; and

WHEREAS, it is intended, upon development of **Subdivision No. 5** that it be subject to all covenants, conditions and restrictions as contained within the **Declaration of Restrictions for Stony Creek Ridge Subdivision**, as recorded in Liber 16404, Page 55 through 79, inclusive, Oakland County Records, the First Amendment recorded in Liber 17157, page 406 and re-recorded in Liber 17136, page 696, Oakland County Records, the Second Amendment recorded in Liber 18403, Page 300, Oakland County Records, the Third Amendment recorded in Liber 19304, Page 361, Oakland County Records.

NOW, THEREFORE, in consideration of the premises and the covenants, terms and conditions contained herein, it is hereby established as follows:

1. That each and every covenant and condition as contained within the **Declaration of Restrictions for Stony Creek Ridge Subdivision** recorded in Liber 16404, Page 55 through 79, inclusive, the **First Amendment** recorded in Liber 17157, page 406, and re-recorded in Liber 17136, page 697, Oakland County Records, and the **Second Amendment** recorded in Liber 18403, Page 361, Oakland County Records, and Third Amendment recorded in Liber 19304, Page 300, Oakland County Records, are hereby made applicable to each and every lot in **Stony Creek Ridge Subdivision No. 5 and the Private Parks** contained therein except as modified herein.

2. The four (4) Private Parks described within the recorded Plat of **Stony Creek Ridge Subdivision No. 5**, i.e. Pondside West Park, Autumnview South Park, Springview North Park, and Sunview Park shall and do constitute Common Area as defined in Article I (C) of "**The Restrictions**".

3. The **Declarant** or its assigns shall convey the Private Parks in **Stony Creek Ridge Subdivision No. 5** to the **Stony Creek Ridge Homeowners Association, a Michigan Non-Profit Corporation**, as defined within Article I (A) of "**The Restrictions**" within ninety (90) days after the date that the Plat for Subdivision No. 4 is recorded.

4. That any area depicted on the recorded plat for Subdivision No. 5 as a "flood plain" or as "a wetland" (if any), shall be subject to compliance with the restrictions, covenants and conditions herein as follows:

(i) **BUILDING AFFECTED BY FLOOD PLAIN**

A. **Location of Flood Plain.** The 100-year flood elevation of the Stony Creek varies within Stony Creek Ridge Subdivision No. 5 from 706.0 N.G.V.D. at the South Property Line to 715.2 N.G.V.D. on the West property line.

LIBER 19684PC058

No filling or occupation of the Flood Plain shall take place without prior written approval from the Michigan Department of Environmental Quality. The Flood Plain restrictions contained herein are to be observed in perpetuity, excluded from any time limitations set forth in the Declaration, and may not be amended.

B. Residences Within the Areas Affected by Flood Plains. Any building used or capable of being used for residential purposes and occupancy within or affected by a flood plain shall comply with the conditions set forth herein and shall require a certification to the Committee from a registered engineer to such compliance upon completion of such construction.:

1. Have lower floors, excluding basements, not lower than the elevation of the contour defining the flood plain limits.
2. Have openings into the basement not lower than the elevation of the contour defining the flood plain limits.
3. Have basement walls and floors, below the elevation of the contour defining the flood plain limits, watertight and designed to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the flood plain limits following methods and procedures outlined in the Chapter 5, type A construction and Chapter 6 for class 1 loads found in "Flood Proofing Regulations" EP 1165 2 314 prepared by the Office of the Chief of Engineers, U.S. Army, Washington D.C., March, 1992. Figure 6, Page 14-5 of the regulations shown typical foundations drainage and waterproofing details. This document is available, at no cost, from the Department of Environmental Quality, P.O. Box 30458, Lansing, Michigan, 48909-7958, or Department of the Army, Corps of Engineers, Publications Depot, 890 S. Pickett, Alexandria, Virginia 22304.
4. Be equipped with a positive means of preventing sewer backup from sewer lines and drains which serve the building.
5. Be properly anchored to prevent flotation.

C. Grant of Perpetual Easement of Flood Plain Area. Declarant hereby grants a perpetual and permanent private Easement in favor of the Oakland County Drain Commissioner, the Stony Creek Drainage District, and the County of Oakland (collectively referred to as "Grantee") and Grantee's successors, assigns and transferees, in, over, under and through the property identified on the Plat of Stony Creek Ridge Subdivision No. 5 as a "Flood Plain Area", which Easement may not be amended or revoked except with the written

LIBER 19684PC059

approval of Grantee, and which Easement is made subject to the following terms and conditions and the following rights:

1. The Easement shall be for the purposes of developing, establishing, constructing, repairing, maintaining, deepening, cleaning, widening and performing any associated construction activities and grading in connection with any type of drainage facilities or storm drains, or related appurtenances, in any size, form, shape or capacity, within the Easement areas;
2. The Grantee shall have the right to sell, assign, transfer or convey this Easement to any other governmental unit;
3. No Lot Owner in the Subdivision(s) shall build or convey to others any permission to build any permanent structures on the said Easement;
4. No Lot Owner in the Subdivision(s) shall build or place on the area covered by the Easement any type of structure, fixture or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either actually or threaten to impair, obstruct, or adversely affect the rights of Grantee under said Easement;
5. The Grantee and its agents, contractors and designated representatives shall have right of entry on, and to gain access to, the Easement property for the purposes set forth in the Easement;
6. All Lot Owners in the Subdivision(s) release Grantee and its successors, assigns or transferees from any and all claims to damages in any way arising from or incident to the exercise by Grantee of its rights under the said Easement, and all Lot Owners covenant not to sue Grantee for any such damages.

The rights granted to the County of Oakland, the Oakland County Drain Commissioner, the Stony Creek Drainage District, and their successors and assigns, under these Restrictions may not, however, be amended, limited, revoked, or terminated without the express written consent of the Grantee hereunder. Any purported amendment or modification of the rights granted thereunder shall be void and without legal effect unless agreed to in writing by the Grantee, its successors or assigns.

LIBER 19684 PC060

(ii) WETLANDS

No building, structure, or addition, deck, patio, swimming or wading pool, tennis court or other improvement or development of any kind shall be permitted within a designated Wetland area, if any, as depicted within a recorded plat of a Stony Creek Ridge Subdivision.

A Wetlands area may only be used for passive recreational uses such as hiking and nature study and for installation and/or repair of improvements and utilities to the Subdivision as the Michigan Department of Environmental Quality may allow.

A Wetlands, if any, are to remain substantially in their natural condition, unless the designation of the Wetlands area is ever altered by the Michigan Department of Environmental Quality.

5. The covenants, conditions and restrictions as contained herein shall be applicable to the present and future owners of all lots in **Stony Creek Ridge Subdivision No. 5** and all lots in **Stony Creek Ridge Subdivision No. 5** shall be used, held, and/or sold expressly subject to the covenants, restrictions and agreements as contained within the recorded **Declaration of Restrictions for Stony Creek Ridge Subdivision as Amended** and as provided herein, which restrictions, covenants and agreements shall be incorporated by reference in all deeds of conveyance and contracts for the sale of said lots and shall run with the land and be binding upon all grantees and their respective heirs, personal representatives, successors and assigns.

6. All conditions, restrictions, covenants, agreements in the **Declaration of Restrictions for Stony Creek Ridge Subdivision** and **Stony Creek Ridge Subdivision No. 2, 3 and 4** shall continue to remain in full force and effect.

7. All houses in **Stony Creek Ridge Subdivision No. 5** shall be a minimum of 2,600 square feet for a two-story house and 2,100 square feet for a one-story house.

8. There is an existing sanitary sewer and easement over lots 438 through 445 of Stony Creek Ridge Subdivision No. 5 inclusive which is depicted on the plat and is maintained by the City of Rochester Hills. No decks, patios, structures, landscaping (other than sod or grass) will be allowed within such existing sanitary sewer easement. It is understood that if maintenance of such sanitary sewer is required, the City of Rochester Hills will only be responsible for regrading and replacement of sod within the area affected. Any other amenities or improvements will be the sole responsibility of the lot owner. This restriction shall run with the land and be binding upon each of the lot purchasers of lots 438 through 445 of Stony Creek Ridge Subdivision No. 5, their successors and assigns.

LIBER 19684 PG 061

9. **Declarant** reserves, as permitted by the City of Rochester, the right to erect and maintain additional signs identifying the subdivision(s). All signs shall comply with the ordinances of the City of Rochester and the Land Division Act, as amended.

10. No buildings may be constructed or maintained over or on any easements within **Stony Creek Ridge Subdivision No. 5** however, after the aforementioned utilities have been installed, planting, fencing (where permitted), or other Lot line improvements shall be allowed, so long as they do not violate the provisions of this Article and do not interfere with, obstruct, hinder, or impair the drainage, retention and/or detention ponds of such subdivision and so long as access be granted, without charge or liability for damages, for the installation and/or maintenance of the utilities, drainage lines and/or additional facilities. The City shall be responsible for the restoration of top soil and sod only. Any repair or replacement of landscaping, fencing and/or irrigation systems or any other improvements shall be the obligation of the property owner.

11. All buildings on lots in **Stony Creek Ridge Subdivision No. 5** shall be subject to and shall comply with the Minimum Yard Requirements as set forth for the **Ravines at Stony Creek**, which are contained within Article III, Paragraph C on Page 6 of the recorded Restrictions.

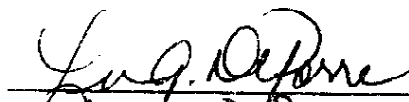
IN WITNESS, the undersigned, being all of the parties with an ownership interest in the Lots have caused these presents to be executed on the ____ day of _____, 1999.

LIBER 19684 PC062

Declarant:
ROCHESTER PROPERTIES
DEVELOPMENT, L.L.C., a Michigan Limited
Liability Company
32000 Northwestern Hwy., Ste. 125
Farmington Hills, Michigan 48334
File No. LC8-292, August 24, 1995

By: Grand/Sakwa of Rochester, a
Michigan Co-Partnership, It's Managing Member
32000 Northwestern Hwy., Ste. 125
Farmington Hills, Michigan 48334
File No. 1079-96 Oakland County, December 20,
1996 Amended July 2, 1998


By: Grand/Rochester, Inc., a Michigan
Corporation, Co-Partner
32000 Northwestern Hwy., Suite 125
Farmington Hills, MI 48334


LYNN G. DeBore

By: 
Stephen Grand,
Its President

By: Sakwa Properties of Rochester, Inc.
a Michigan corporation, Co-Partner
32000 Northwestern Hwy., Suite 125
Farmington Hills, MI 48334

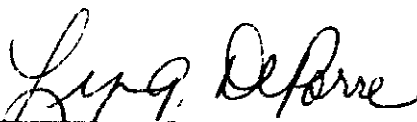


By: 
Gary Sakwa
Its President

LIRER 19684/0063

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

Personally came before me this 5th day of March, 1999, Stephen Grand, President of Grand/Rochester, Inc. Co-Partner and Gary Sakwa, President of Sakwa Properties of Rochester, Inc. Co-Partner of Grand/Sakwa of Rochester, a Michigan Co-Partnership Managing Member of the above-named limited liability company, to me known to be the persons who executed the foregoing instrument, and acknowledged that they executed the foregoing instrument as the free act and deed of said limited liability company.



LYNN G. DEPORRE, Notary Public
OAKLAND County, State of Michigan
My Commission Expires:

LYNN G. DEPORRE
NOTARY PUBLIC - OAKLAND COUNTY, MI
MY COMMISSION EXP 03/26/2001

**DRAFTED BY AND
WHEN RECORDED RETURN TO:**

Robert A. Jacobs, Esq.
380 N. Old Woodward, Suite 300
Birmingham, Michigan 48009

EXHIBIT A LIBER 19684 PG 064

T. 3 N., R. 11 E.,

Stony Creek Ridge No. 5 part of the N.W. 1/4 of Section 12,

City of Rochester, Oakland County, Michigan, beginning at a point said point

being distant S. 88°23'05" W. 880.76 feet along the North line of said Section 12, and S. 09°24'49" W. 122.

23 feet along Stony Creek Ridge No. 4 as recorded in Liber 262 of Plats, pages 13 - 16 Oakland

County Records, from the North 1/4 Corner of said Section 12, thence from said point of

beginning the following seven (7) courses along said Stony Creek Ridge No. 4 S. 01°36'49" E. 210.00

feet and N. 88°23'11" E. 98.84 feet and S. 39°39'06" E. 344.69 feet and S. 12°26'12" E. 183.23 feet and

S. 23°28'44" W. 342.43 feet and S. 54°48'03" E. 367.54 feet and S. 12°10'00" E. 273.32 feet; thence the

following four (4) courses along Stony Creek Ridge No. 1 as recorded in Liber 246 of Plats, Pages 19-

31, Oakland County Records S. 28°04'24" W. 165.00 feet and S. 54°23'43" W. 1,010.71 feet to point 'A' the beginning of an intermediate

traverse line and S. 54°23'43" W. 2000 feet and N. 89°49'20" W. 136 feet more or less along the E.

A W. 1/4 line of said Section 12 to the thread of the Stony Creek; thence Northerly along said thread

1,934 feet more or less thence N. 01°57'24" W. 36 feet more or less to point 'B' the end of an

intermediate traverse line said point 'B' being located from said point 'A' the following nine (9) courses along said intermediate traverse line, N. 35°

36'17" W. 2869 feet and N. 00°43'33" W. 4050.7 feet and N. 56°58'27" W. 270.52 feet and N. 10°47'34"

W. 353.65 feet and N. 40°31'50" W. 98.30 feet and N. 51°57'06" W. 62.00 feet and S. 89°27'05" W.

82.67 feet and N. 30°51'05" W. 433.97 feet and N. 77°33'43" W. 64.00 feet to said point 'B'; thence N.

01°57'24" W. 616.91 feet; thence S. 71°13'30" E. 22.97 feet; thence N. 28°02'36" E. 220.94 feet; thence

S. 61°57'24" E. 150.00 feet; thence N. 28°02'36" E. 68.51 feet; thence S. 61°57'24" E. 210.00 feet;

thence S. 67°01'15" E. 71.29 feet; thence N. 63°01'53" E. 145.61 feet; thence N. 84°16'22" E. 134.04

feet; thence N. 88°23'11" E. 326.57 feet to the point of beginning and containing 55.86 acres

as measured to the thread of the Stony Creek, 3 private parks and 76 lots numbered 386-461

inclusive.

* along Stony Pointe Subdivision as recorded in Liber 193 of plats pages 9-18 Oakland
County Records;

15-12-100-04 (pt)
15-12-100-012 (pt)