

## AMENDED AND RESTATED

### RESTRICTIONS

**THIS AMENDED AND RESTATED RESTRICTIONS** (“Restated Restrictions”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by SHOREWOOD HILLS PROPERTY OWNERS ASSOCIATION, a Michigan non-profit corporation (“Association”) having an address c/o 1973 Shore Hill Drive, Bloomfield Hills, Michigan 48302.

#### RECITALS:

A. The original Restrictions (“Restrictions”) are recorded in Liber 3913, at Page 428, Oakland County Records, affecting certain real property commonly known as the Shorewood Hills (“Subdivision”) a subdivision for which the plan is recorded in Liber 97 of Plats, Pages 9, 10 and 11, Oakland County Records (“Plat”), and which property is described on Exhibit A attached hereto and incorporated herein by this reference.

B. An Agreement (“Agreement”) is recorded in Liber 7135 at Page 77, Oakland County Records and a transfer document is recorded in Liber 7135, at Page 87, Oakland county Records, wherein rights, privileges and duties of supervision reserved in the Restrictions by and for the benefit of the developer of the Subdivision were transferred to the Association.

C. Pursuant to and in accordance with Paragraph NINETEENTH of the Restrictions, not less than two-thirds (2/3) of the owners of lots in the Subdivision desire to amend, restate and replace the Restrictions with these Restated Restrictions.

**NOW, THEREFORE**, for and in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Restrictions are amended and restated as follows:

1. **Definitions.** The following definitions apply to these Restated Restrictions:

“Common Areas” shall mean all of the Outlots and the pumphouse and other related improvements located within Lot 1 that serve the Subdivision

“Lot” shall mean and refer to an individual Lot in the Subdivision.

“Outlot” shall mean an individual out lot in the Subdivision referred to on the Plat as out lots A, B, C and D.

2. **Intent.** It is the purpose and intent of the Restated Restrictions that all of the Lots and Outlots in the Subdivision, except for Lot 1 so long as it is used to operate a pumphouse, shall be subject to identical reservations, easements, use and building restrictions

in order to establish a general plan of uniform restrictions in respect to the Subdivision and to insure the purchasers of Lots that the use of the property comprising the Subdivision is for attractive residential purpose only, and to secure to each Lot owner the full benefit and enjoyment of his home, and to preserve the general character of the neighborhood. The 81 Lots, together with the four Outlots, are subject to these Restated Restrictions.

3. **Lot 1.** As of the date of these Restated Restrictions, the Subdivision consists of 80 constructed residences located on Lots 2 through 81, inclusive, of the Subdivision. Located on Lot 1 of the Subdivision is the water pumphouse that services the Subdivision. Even though Lot 1 houses the water pumphouse, it is feasible that at a future date the pumphouse and other associated improvements may no longer be needed to serve the Subdivision and upon such event, Lot 1 may then be designated for use as a residential lot for the purpose of constructing and maintaining a single-family house. Lot 1 is owned by the Association pursuant to the deed recorded in Liber 7135, at Page 89, Oakland County Records, subject to a right of reverter contained therein

4. **Outlot A.** Outlot A is owned by the Association pursuant to the deed recorded in Liber 7135, at Page 86, Oakland County Records.

5. **Outlots B, C, and D.** Each Lot owner, including the Association as owner of Lot 1, in addition to ownership of his/its individual Lot, has a fractional interest in Outlots B, C, and D, and the Lot owners shall pay a proportionate amount of any taxes and assessments levied against Outlots B, C, and D. Such interest shall attach to the ownership interest of each Lot and shall not be transferable nor assignable except upon conveyance of the Lot, the ownership of the Lot and the fractional ownership of said Outlots being considered as a whole.

6. **Use of Outlots A, B, C and D.** In order to control the recreational facilities on the Outlots, the following rules and prohibitions in the nature of restrictions upon the use of the Outlots are hereby imposed for the general welfare, health and safety of the homeowners:

- A. To permit fishing on Outlots B and C between the hours of 7:00am and 9:00pm.
- B. No boat or watercraft propelled by an internal combustion engine shall at any time be permitted on Outlots B and C.
- C. No boats, canoes, rafts or other floating conveyances shall be kept or maintained for the purposes of hire on Outlets B and C.
- D. No boat house shall be erected on any Lot or Outlot in the Subdivision
- E. No dock shall be constructed along the lake edge without the prior written approval of the Association.
- F. The use of the Outlots and the waters therein is restricted solely for recreational purposes.
- G. Pumping of water from Outlots B, C and D for any purpose is prohibited.
- H. Discharge of fireworks is not permitted from the Outlots.

7. **General Restrictions.** The following general restrictions shall apply to all Lots, except Lot 1 so long as it is being used for the water pumphouse:

### **First – Type of Building**

No building shall be erected, altered or used on any Lot in the Subdivision (except as may be hereinafter stated) for any purpose whatsoever other than:

- A. One single detached dwelling occupied by the owner of the Lot, his lessee or guests, and for single family residence purpose only.
- B. A two or three car garage only, and same must be attached to the residence, and the garage doors opening must face either the side or the rear Lot line.

The purpose of these restrictions being to limit the use and occupancy of any one Lot to any one single family with their appurtenances. In case the owner of any Lot leases the dwelling located on his Lot, the dwelling and Lot must be leased as a whole; the leasing or sub-leasing of any part thereof is expressly prohibited.

In no case shall temporary structures be permitted nor shall any structure be moved into the Subdivision without the prior written consent of the Association. Detached storage sheds are prohibited

### **Second – Size of Building**

The residence size must conform to the applicable regulations and ordinances of the Township of West Bloomfield and the Township of Bloomfield (“Townships”).

### **Third – Approval of Grades and Floor Levels**

The Association shall have jurisdiction over the grades and floor levels of the dwellings and garage proposed to be erected by an owner of a Lot, and the owner shall indicate, upon submitting plans for building and development of the Lot, the relative levels at which such improvements are to be placed.

Dwellings on Lots are limited to a maximum of two stories as defined in the Townships’ regulations and ordinances, as measured from the existing nominal ground line. Backfilling to provide a “walk out” at the existing nominal ground line is prohibited.

### **Fourth – Approval of Plans**

Prior to submission to the Townships, the Association must approve plans for the following:

- A. New dwelling or alterations that affect the exterior appearance to an existing dwelling.
- B. Additions or modifications to major structures on a Lot, including by way of example only, swimming pools, decks, gazebos and large play structures.

### **Fifth – Building Line**

Building lines must be in conformance with the Townships’ regulations and ordinances.

### **Sixth – Easements**

The easements for public utility purposes, drainage and sewers are depicted on the Subdivision's Plat and usage of the easements must conform with the Townships' regulations and ordinances.

### **Seventh – Lot Boundary Treatment**

Fences, hedges, landscape planting or stone walls may be used to outline, protect or designate individual Lots. All boundary treatments, including fences, must be approved by the Association. No fence or wall of any type or character shall be permitted on the side Lot lines or water line of Lots fronting on Outlots B and C which shall be nearer than 40 feet to the water line.

### **Eighth – Trees and Surface Soil**

Tree removal must conform to the Townships' regulations and ordinances. Surface soil shall not be dug and removed from any Lot for purposes other than building and landscaping on said Lot without the prior written approval of the Association.

### **Ninth - Signs**

No permanent signs, posters, billboards or advertising of any sort shall be erected or displayed within the Subdivision or upon any building or fence thereof. One "for sale" or one "for rent" sign may be posted on a single Lot as appropriate. Other temporary signs, such as those for elections or yard sales, are permitted but must be removed as soon as possible after the event.

### **Tenth – Garbage and Refuge**

Refuse, garbage and debris of any kind shall be cared for in such manner as not to be offensive to neighboring property and curb placement must comply with the Townships' regulations and ordinances.

### **Eleventh – Sewage**

All sewage shall be disposed of by septic tank or other sanitary methods approved by the Oakland County Health Division or by such other public body as may succeed to its duties and functions. The design of every septic tank and its appurtenant drainage system must also comply with the Townships' regulations and ordinances. No sewage effluent from septic tanks, garbage or other refuse shall be permitted to enter any lake, canal or connecting waterway within the Subdivision or bordering thereon.

### **Twelfth – Building and Repairs**

All structures and Lots, including vacant Lots, must be maintained in a clean, safe and sanitary condition in compliance with the Townships' regulations and ordinances, with the general purpose of maintaining an attractive residential community. An owner of a Lot, who at any time commences the erection of a building or repair of any existing building that has been damaged by fire or casualty on the Lot, must complete the work within a reasonable time, or, failing in that, the building will not be allowed to remain in an unfurnished and unsightly condition.

### **Thirteenth – Altering size of Lots**

No Lot shall be subdivided or in any respect reduced in size by any method whatsoever. Lots may be enlarged by the consolidation of two or more Lots for

single ownership and, if developed as combined, all restrictions herein contained shall apply as though the combined Lots are a single Lot.

**Fourteenth – Animals etc.**

The raising, keeping or maintaining of livestock, poultry and the like on a Lot or Outlot in the Subdivision is strictly prohibited, except that domesticated dogs, cats or pets can be kept and maintained on any Lot provided that the dogs, cats or pets being maintained do not constitute a neighborhood nuisance or are akin to the maintaining of a kennel.

**Fifteenth – Vehicles**

No trailers, RVs, campers, watercraft or commercial vehicles may be parked in the Subdivision without special approval from the Association. Parking of unlicensed or un-operative vehicles of any kind is not permitted in accordance with the Townships' regulations and ordinances.

8. **Association Assessments and Lien Rights.** All owners of Lots in the Subdivision are automatically members of the Association, which is governed by separate Association bylaws and a duly elected Board of Directors who exercises all rights, privileges and duties of supervision and control in connection with these Amended and Restated Restrictions.

The Association shall maintain the Common Areas. The Association shall have the right to assess fees in connection with the upkeep, insurance and maintenance of the Common Areas including, without limitation, the pump house and the lakes, any taxes, and the management and administration of the Association. In addition, the Association shall be entitled to assess fees in connection with water provided by or through the Association and for the maintenance, repair, upkeep and replacement of the distribution facilities providing water, including without limitation electrical usage, landscaping and Subdivision entry signs, if any, and lighting.

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, replacement, or maintenance of any improvement upon the Common Areas, including, without limitation, those identified above, provided that any such special assessment shall have the approval of two-thirds (2/3) of the votes of Lot owners who are voting in person or by proxy at a meeting duly called for that purpose.

Both the general and the special assessments shall be set by the Board of Directors at a uniform rate for the owners of all Lots and may be collected on a monthly, quarterly or annual basis as the Board of Directors of the Association shall determine. Any assessment not paid in full within thirty (30) days following its due date shall bear interest from the due date at a rate of seven percent (7%) per annum and shall be subject to a late payment fee equal to fifteen percent (15%) of the amount of the assessment to cover the cost of collection by the Association. In the event that the cost of collection, including attorneys' fees, exceeds fifteen percent (15%) of the amount of the assessment, the Association shall be entitled to collect the deficiency. The aggregate amount of the unpaid assessment, interest, late payment fee, and deficiency shall be a lien against the Lot corresponding to the unpaid assessment.

The Association may bring an action at law against the owner personally obligated to pay the assessment, interest, late payment fee, and deficiency, and may foreclose the lien against the Lot in the same manner that real estate mortgages may be foreclosed by

action under Michigan law. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot. The lien of the assessments provided for herein on any Lot shall be subordinate to the lien of any first mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of the assessments, but shall not extinguish the owner's personal obligation for payment of assessments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment becoming due after such sale or from the lien thereof.

9. **Violations.** In case any Lot, or any part thereof, shall cease to be used or maintained for the purposes permitted by these Amended Restrictions, or to be used for any purposes inconsistent therewith, or if the Amended Restrictions are violated in any manner whatsoever, then the Association shall have the right to specifically enforce these Amended Restrictions.

The Association shall be reimbursed for all of its out-of-pocket costs expenses as and when incurred, including attorneys' fees, in connection with any violation or alleged violation of these Restrictions, including its cost to remedy such violations. Such costs and expenses shall be enforceable as a lien against such a lot if not paid within thirty (30) days after the same is due.

10. **Effective Date.** The forgoing shall be effective upon obtaining the signatures of at least two thirds of the owners of the Lots in the Subdivision and when these Restated Restrictions are recorded. These Restated Restrictions, as amended hereby, are covenants running with the Lots and binding upon all successor owners of Lots within the Subdivision.

11. **Notices.** Notices shall be sent to the Association at the address set forth at the start of this document as same may be changed from time to time.

12. **Full Force and Effect.** Except as modified by this Amendment, all of the terms, conditions, and covenants contained in the Restated Restrictions remain in full force and effect. In the event of any conflict between the terms and conditions of these Restated Restrictions and conditions of the original Restrictions, the terms and conditions of these Restated Restrictions shall prevail.

13. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

14. **Severability.** If any provision of these Restated Restrictions or the application thereof to any person or circumstance is or shall be deemed illegal, invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect and the Amendment shall be interpreted as if such legal, invalid or unenforceable provision did not exist herein.

15. **Continuation of the Restated Restrictions.** For the purpose of the removal of doubt, these Restated Restrictions are intended to put on record notice the continuing application of these Restated Restrictions (as an amendment and restatement of the original Restrictions) as required by the Marketable Record Title Act (Public Act 200 of 1945), as amended.

**[Signature Pages Follow]**

**SHOREWOOD HILLS PROPERTY OWNERS ASSOCIATION**, a Michigan non-profit corporation

By: \_\_\_\_\_

Its: President

And By: \_\_\_\_\_

Its: Secretary

STATE OF MICHIGAN        )  
  : SS.  
COUNTY OF OAKLAND     )

This instrument was acknowledged before me on \_\_\_\_\_, 2020 by \_\_\_\_\_, the President and \_\_\_\_\_, the Secretary, of the Shorewood Hills Property Owners Association, a Michigan non-profit corporation, on behalf of the corporation.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

Drafted by and when recorded, return to:  
C. Kim Shierk, Esq.  
Williams, Williams, Rattner & Plunkett, PC  
380 N. Old Woodward Avenue, Suite 300  
Birmingham, Michigan 48009

OWNER(S) OF LOT \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, Michigan  
Acting in Oakland County, Michigan  
My Commission Expires: \_\_\_\_\_



## EXHIBIT A

Lots 1 through 81, Shorewood Hills, according to the plat thereof recorded in Liber 97 at Pages 9, 10 and 11, Oakland County Records, together with Outlots A, B, C and D, all as depicted and described in the recorded Plat for Shorewood Hills.

Which land is described in the Plat for Shorewood Hills as follows:

The land embraced in the annexed plat of "SHOREWOOD HILLS", a subdivision of part of the S.W.  $\frac{1}{4}$  of Section 7, T. 2N., R. 10 E., Bloomfield Township, and part of the S.E.  $\frac{1}{4}$  of Section 12, T. 2 N., R. 9 E., West Bloomfield Township, Oakland County, Michigan, described as follows: Beginning at the S.E. corner of Section 12, T. 2 N., R. 9 E. (being also the S.W. corner of Section 7, T. 2 N., R. 10 E.); thereon S.  $88^{\circ} 24' 43''$  W., 1673.05 feet along the S. line of Section 12 (being also the N. line of "Bel-Aire" Sub., L. 57, P.38) to the centerline of Middle Belt Road; thence along the centerline of Middle Belt Road (being also the Easterly line of "Supervisor's Plat N. 9", L.53, P. 56) the following courses:

Northerly along a curve to the left 160.39 feet, which has a radius of 787.96 feet, a central angle of  $11^{\circ} 39' 47''$ , and a chord bearing N.  $7^{\circ} 50' 26''$  W., 160.12 feet; thence N.  $13^{\circ} 40' 20''$  W., 7.66 feet; thence Northerly along a curve to the right 700.16 feet, which has a radius of 956.98 feet, a central angle of  $41^{\circ} 55' 10''$ , and a chord bearing N.  $7^{\circ} 17' 15''$  E., 684.65 feet; thence N.  $28^{\circ} 14' 50''$  E., 231.36 feet. The last described course being the last course along Middle Belt Road.

Thence S.  $61^{\circ} 39' 56''$  F., 199.97 feet; thence Easterly along a curve to the left 91.54 feet, which has a radius of 66.41 feet, a central angle of  $78^{\circ} 58' 27''$ , and a chord bearing N.  $78^{\circ} 50' 50''$  E., 84.46 feet; thence Northeasterly along a curve to the right 241.61 feet, which has a radius of 280.83 feet, a central angle of  $49^{\circ} 17' 37''$ , and a chord bearing N.  $64^{\circ} 00' 26''$  E., 234.22 feet; thence N.  $88^{\circ} 39' 14''$  E., 181.88 feet; thence Northeasterly along a curve to the left 323.02 feet, which has a radius of 205.64 feet, a central angle of  $90^{\circ} 00' 00''$ , and a chord bearing N.  $43^{\circ} 39' 14''$  E., 290.32 feet; thence Northwesterly along a curve to the left 94.25 feet, which has radius of 60.00 feet, a central angle of  $90^{\circ} 00' 00''$ , and a chord bearing N.  $46^{\circ} 39' 14''$  E., 290.32 feet; thence Northwesterly along a curve to the left 94.25 feet, which has radius of 60.00 feet, a central angle of  $90^{\circ} 00' 00''$ , and chord bearing N.  $46^{\circ} 20' 46''$  W., 84.85 feet to the S. line of "Long Lake Shores No. 2" Sub., L. 95, P. 3 and 4 thence N.  $88^{\circ} 39' 14''$  E., 717.27 feet along the line common with "Long Lake Shores No. 2" Sub., thence continuing along said subdivision line S.  $89^{\circ} 43' 27''$  E., 372.160 feet and S.  $0^{\circ} 16' 33''$  W., 5.00 feet; thence S.  $89^{\circ} 43' 27''$  E. 880.18 feet along a line common with "Long Lake Shores No.2" Sub. and "Long Lake Shores No. 1" Sub., L. 91, P. 23; thence S.  $1^{\circ} 30' 34''$  E., 1161.13 feet; thence S.  $50^{\circ} 24' 31''$  W., 236.31 feet to the S. line of Section 7, T. 2 N., R. 10 E.; thence N.  $39^{\circ} 42' 57''$  W., 1109.19 feet along said Section line to the point of beginning. Containing 81 lots numbered through 81 inclusive together with 4 outlots.