

FIRST AMENDED DEED RESTRICTIONS

Homeowners of Upper
Long Lake Estates Subdivision No. 1
Lots 47 through 103

This Amendment to Building Restrictions supersedes and replaces that originally filed in Liber 3431, Pages 643 through 648 of Oakland County Records, and is made pursuant to petition and approval by more than fifty percent of the registered owners of all of Lots 47 through 103 contained in Upper Long Lake Estates No. 1, a subdivision of part of the Northwest fractional 1/4 of Section 7, Town 2 North, Range 10 East, and part of the Southwest fractional 1/4 of Section 6, Town 2 North, Range 10 East, Bloomfield Township, Oakland County, Michigan, according to the plat recorded October 4, 1955, in Liber 81, at pages 8 and 9 of Oakland County Records. The registered owners do hereby make and establish the following restrictions upon the use and occupation of lots in said subdivision.

19-07-103.000

I. General.

(a) Purpose. The following restrictions upon the use and occupation of lots in Upper Long Lake Estates No. 1 are imposed for the benefit of all who may from time to time become owners of land therein, and all sales of land within said subdivision are made subject to such restrictions, whether the same shall be expressly set forth in the conveyance evidencing such sales or not.

These deed restrictions, conditions and easements are adopted to ensure the continued development of the subdivision as a highly desirable residential community, to promote internal harmony and architectural excellence within the subdivision, to preserve the natural attributes of the land and to prevent the construction, installation or maintenance of any undesirable use or improvement within the subdivision. Specifically excluded and recognized as in conflict with Upper Long Lake Estates Subdivision No. 1's objectives are architectural extremes (compared to existing architecture), including, but not limited to, structures having the appearance of dome, barn, log cabin, mobile home, house of worship, Byzantine edifice or a building suitable for commerce or industry. These restrictions apply to both new construction and renovations to existing structures.

(b) Amendments. These restrictions, being part of the general plan for the development of the subdivision, are covenants which shall run with the land and shall be binding upon the undersigned, being the owner of all of the land in said subdivision, and shall also be binding upon all persons claiming under or through the undersigned until January 1, 1985 at which time said covenants shall be automatically extended for successive

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periods of 10 years each, unless on that date or at the end of any such 10 year period it shall be agreed by the vote of a majority of the owners of lots included in the subdivision to alter such covenants or to cancel them. In taking such vote the owner or owners of each lot shall be entitled to cast one vote.

Effective January 1, 1995, these deed restrictions may be amended during any year wholly divisible by five upon a petition circulated by resolution of the Board of Directors of Upper Long Lake Estates, Inc. (ULLE, Inc.) and signed by a majority of the property owners of all lots within the deed restrictions (excluding in the calculation outlots B and C and common lake access Lot 64). Signatures of renters or other resident non-owners are not acceptable for this purpose. The resolution must contain an attachment with the exact addition, modification and/or deletion to these restrictions. All such changes shall be effective on the latter of either January 1 of the succeeding year or the date the amended restrictions are filed with the Oakland County Register of Deeds.

During any year not wholly divisible by five, these Deed Restrictions may be amended only through the above process so long as at least sixty-seven percent of the property owners consent in writing to the amendment.

(c) Violations. If any person shall violate or commence to violate any of these restrictions, any person having any claim or right or interest in any real property situated in this subdivision shall have all of the rights provided by law, at law, or in equity, or in any other manner whatsoever against the persons so violating or commencing to violate.

(d) Severability. Invalidation of any one of these covenants by any Court shall in no wise affect any of the provisions which are not so invalidated, but such other provisions shall remain in full force and effect.

Additionally, no portion of any amendments to the deed restrictions shall be construed as changing the rights or privileges of any property owner in relation to the use and enjoyment of the Lake or the Lake access lot. Should any portion of any amendment or any amendment taken as a whole or combined with additional amendment(s) cause any interference with access or privileges to the Lake, then that portion causing the denial shall be invalidated.

(e) Other laws. The zoning ordinance, law, rule or regulation of any municipality or governmental body with jurisdiction over the real property in which each respective lot in this subdivision shall be situated, including townships, as the same now exist or as they may from time to time hereafter be amended, shall be complied with by all persons and failure to

comply therewith shall constitute a violation of these restrictions. The standards established by these restrictions shall govern over any such ordinances, law, rule or regulation, except that if in any instance compliances with these restrictions shall permit violation of such ordinance, law, rule or regulation, the ordinance, law, rule or regulation, shall govern over these restrictions.

(f) Review procedure; submission requirements. No Structure (as defined in Section V) or any other improvement of a permanent or substantial nature (including remodeling) shall be constructed or permitted to remain on any lot, unless approved by ULLE, Inc. Board of Directors or its successors or assigns. All owners seeking to construct a Structure shall first submit written plans for approval by ULLE, Inc., which shall approve the plans so long as the plans are clearly in compliance with the provisions herein and the purposes and intent of these Deed Restrictions. There shall be a two stage process for submission of documents to ULLE, Inc.

The first stage shall be for the homeowner to submit preliminary plans, which shall include (if applicable) preliminary site engineering plan, samples of exterior colors and materials, elevation drawings, a dimensional floor plan, a site plan showing the residence, all other Structures, and expected drainage and a projected time frame for construction and completion. ULLE, Inc., in its discretion, may waive the requirements of providing certain of the above documents.

Once ULLE, Inc. has approved the preliminary documents, the homeowner shall submit plans in duplicate for final approval. The submissions to obtain final approval shall include a complete set of building plans to be submitted to the Township.

No approval shall be effective unless given by ULLE, Inc. in writing. Should the Structure deviate from the plans and documents approved by ULLE, Inc., the approval is automatically revoked and the homeowner must obtain approval for any deviation from the plans. However, ULLE, Inc. shall not approve any deviation from the plans that violate these Amended Deed Restrictions.

II. Restrictions Relating to Location of Structures of Lots.

(a) Plot plans. All plot plans must show accurately the location of all Structures to be placed thereon and must be approved by ULLE, Inc. or its successors or assigns or by such persons or corporation as it may designate, which approval must be obtained before construction is commenced.

(b) Location of structures. No structure of any sort, excluding fences and hedges, shall be constructed on Lots 53

through 63, inclusive, which shall be less than 40 feet from the road lot line or which shall be less than 60 feet from the center line of the canal. For the purpose of this paragraph, the term "structure" shall include all garages attached to residences. No structure of any sort, excluding fences and hedges, shall be constructed on any lot other than said lots 53 through 63, inclusive, which shall be less than 40 feet from any road lot line, or which shall be less than 40 feet from any rear lot line except as to Lots 47, 52, 66, 79, 80, 81, 89, 94, 95, 100 and 101, and on those lots so excepted, no structure shall be constructed which shall be less than 40 feet, from one road lot line nor less than 40 feet from the other road lot line, nor less than 40 feet from the rear lot line. Location of residences shall be substantially in alignment with adjacent residences, unless otherwise impractical and approved by ULLE, Inc. after notification to all neighbors within 500 feet of the lot.

(c) Side lot line setbacks. No Structure shall be erected on any lot, any portion of which shall be closer to the side lot line than 16 feet. This restriction shall not apply to driveways, uncovered parking areas, fences, and enclosures no larger than necessary to house irrigation pumps.

(d) Garage location. Garages must be attached to the house except on lots upon which the grade makes entrance impractical and shall comply with the other provisions of Paragraph II. Permission may be obtained from ULLE, Inc. for change of location.

III. Restrictions Relating to Size and Construction of Structures.

(a) Height. All residences constructed in this subdivision shall be limited to two stories in height and shall be constructed for occupancy by one family, except that a finished basement (where at least fifty percent by cubic content is below the adjoining ground) opening at grade level shall also be allowed. Each story shall be no less than eight feet high. The total height of the residence shall not exceed 33 feet measured from the sill of the main door/entrance on the first floor to the highest point on the roof (chimney excluded). The sill height must be no higher than two feet above finished grade level.

(b) Garages. Garages shall not exceed a size reasonably necessary to house 3 automobiles, unless approval from ULLE, Inc. is obtained for a larger garage (not to exceed a size necessary to house 4 automobiles. Approval shall only be granted where the size of the garage shall not exceed one third of the foundation of the house and the garage doors shall not face the street (except for corner lots). Carports shall not be allowed.

(c) Exterior Materials and Appearance. The exterior (excluding windows) of all houses, garages, attached decks and

porches shall be constructed primarily (at least sixty percent) of brick, field stone or wood (painted, stained or treated with a natural look). ULLE, Inc., may approve materials that give the appearance of brick, field stone or wood as a primary exterior material. Aluminum siding, plastic siding or stone composites may only be used as a secondary exterior material and only upon approval by ULLE, Inc. Exterior material may not give the appearance of plywood sheets, cement, block, stucco, steel, plastic or fabric. Florescent, bright or non-traditional colors are forbidden, except as discrete accents.

(d) Living Space. Each new dwelling must have a minimum livable floor area of two thousand (2,000) square feet. For purposes of this paragraph, garages, patios, decks, open porches, entrance porches, terraces, basements and like areas shall be excluded in determining the livable floor area, regardless as to whether such is attached to the main dwelling. Permanently enclosed porches, vestibules and other rooms shall be included in determining the livable floor area only if the roof of the porch, vestibule or room forms an integral part of the roofline of the main dwelling and has heat and electrical service.

(e) Roof. The minimum roof pitch of all Structures shall be 3/12 pitch (11.25 degrees). All roofs shall be of asphalt shingles, weighing not less than 235 lbs. per square, or of wood, tile, or slate construction and no other type of roofing, including, but not by way of limitation, rolled or diamond shaped roofing, shall be permitted. No flat roofs shall be permitted on the main body of any dwelling, building or other Structure. Flat roofs may be installed over small areas of the dwelling, such as over a Florida room, porch or patio, but only if same are first approved by ULLE, Inc.

(f) Chimneys. All chimneys shall be of stone or brick provided, however, that at the time of submission of plans for approval another type of construction may be approved.

(g) Foundation Walls. All foundation masonry walls of cement block or cinder block shall be painted with waterproof coating and the color thereof shall match the facia of the dwelling. Preparation of surface, mixing and application of the paint or waterproofing material shall comply strictly with the manufacturers recommendations.

(h) Docks. No dock shall be permitted in this subdivision unless approved as to the size and location in writing by ULLE, Inc. or its successors or assigns or by such person or corporation as it may designate. Docks shall be aesthetically compatible and harmonious with the waterfront. Docks shall be removable and non permanent in type of construction.

(i) Fences, Walls and Hedges. Plans for all fences must be approved by ULLE, Inc.

Decorative Fences

Fences that complement the architecture of the house or the landscaping but do not enclose a portion of the yard and do not obstruct the view of the lot and its Structures are allowed. Such fences shall be of wood, brick, stone or other approved material. Fences are limited to four (4) feet in height above ground.

Other enclosing fences

It is the intent of these deed restrictions to discourage extensive or visible use of fencing to enclose significant portions of lots or yards. Privacy fences are allowed provided they are attached to the house, enclose no more space than ten percent of the land area covered by the house and meet set back restrictions for Structures. Such fences may not exceed six (6) feet in height above the ground and must be of wood, brick or stone or other approved material. They may be of woven wire if completely obscured by evergreen shrubs or bushes except at ingress and egress portals. Brick or stone fences must have foundations sufficient to ensure their stability over time. Wooden privacy fences must be constructed of boards no wider than eight (8) inches on alternating sides of a 2x4 or larger stringer.

Forbidden Fences

Electrified fences, barbed wire fences, and fencing of that like are not permitted. No fence, wall or hedge shall be erected or maintained which blocks or hinders vision of drivers or pedestrians, especially at intersections.

Invisible Fences

Invisible fences shall be placed so as to protect pedestrians and neighbors from the physical proximity of the restrained pet. Invisible fences shall follow Structure setback rules although variances may be permitted to provide more reasonable layouts where space may be unduly restrictive and where the variance shall not cause pedestrians and neighbors undue concern.

Variances

Exceptions to these rules will be granted for residents with exceptional circumstances. However, such exceptions are within the discretion and judgment of ULLE and are for the current owners only. Exceptional Structures related to fences, walls and hedges must be removed before a lot is sold unless the new owner also receives a variance for the fence, wall or hedge.

IV. Restrictions Relating to the Use of the Property.

(a) Residential Purpose. All lots in this subdivision, with the exception of Lot 64, shall be used for residential purposes only and not more than one residence and one garage shall be placed on each lot.

(b) Outbuildings. No building detached from the house with the possible exception of a garage, as provided in Section II(d), shall be permitted on any lot.

These restrictions against outbuildings shall not apply to open recreational structures such as swing sets, slides, jungle gyms and like structures as such recreational structures are allowed to be erected only in the back yard of a lot. The recreation structures shall not be enclosed.

(c) Temporary residences. No Structure of any sort shall be moved into any lot, and no unfinished garage or residence shall be used as a residence temporarily or permanently.

(d) Temporary or movable Structure. No trailer, basement, tent, or other movable or temporary type of housing or Structure shall at any time be used as a residence.

(e) Animals. No animals, birds or reptiles shall be kept on any lot in this subdivision, except that dogs, cats, and small birds generally kept in cages, kept as domestic pets, shall be permitted in this subdivision.

(f) Garbage and Rubbish. Garbage and rubbish shall not be placed out for pickup more than twenty-four hours before pickup, and containers shall be removed within twenty-four hours after pickup.

(g) Lot maintenance. The owner of each lot shall keep the lawn cut on his/her lot or lots, and shall keep such lot or lots in a neat appearance at all times. The owner of a vacant lots(s) shall keep the natural vegetation maintained and the premises in safe condition.

(h) Boating. Any boats which may be used on Upper Long Lake shall be used only by (1) the owner or owners of lots in Upper Long Lake Estates and of lots in Upper Long Lake Estate No. 1; (2) the immediate family of such owner or owners; and (3) the domestic servants and invited guests of such owner or owners and the immediate family of such guests.

(i) Rafts. Rafts shall be permitted on Upper Long Lake but only when approved as to size and location in writing by a duly appointed officer of ULLE, Inc. or its successors or assigns or by such person or corporation as it may designate.

(l) No lots shall be used to provide or permit access to Upper Long Lake by any person or persons other than (1) the owner or owners of lots in Upper Long Lake Estates No. 1; (2) the immediate family of owner or owners, and (3) the domestic servants and the invited guests of such owner or owners and the immediate family of such guests.

(m) Lot 64 shall be used solely for the purpose set forth in subparagraph (p) hereof and also the purpose of providing access to Upper Long Lake for (1) the owner or owners of lots in Upper Long Lake Estates No. 1, but not for the owner or owners of Lots in Upper Long Lake Estates; (2) the immediate family of said owner or owners; and (3) the domestic servants and invited guests of such owner or owners and the immediate family of such guests.

(n) It is the intent that except as provided in subparagraph (p) hereof, no boats, rafts, or boating or swimming accessories of any kind shall be stored or permitted upon Lot 64, or on any dock erected on or from Lot 64.

(o) No intoxicating beverages shall be used or permitted upon said Lot 64 at any time.

(p) It is the intent of Hammond Lake Realty Co. to foster the formation of a club or association composed of bona fide owners of residential lots in Upper Long Lake Estates No. 1; which club or association shall be formed to regulate, control and be responsible for the use of said Lot 64 by those entitled thereto. Such club or association may store not more than one raft and 5 boats of a kind and type to be determined by the club or association on said Lot 64.

V. Easements and Definitions.

(a) Owner. The term "Owner" as used in these restrictions shall mean the person or persons who shall be in possession of any lot at any given time and who shall at the same time be either (1) the holder of record title; (2) the vendee under a land contract from the holder of record title; or (3) a tenant under a lease, written or verbal, from the holder of record title.

(b) Road lot line. As used in these restrictions the term "road lot line" shall mean the common line between a lot and a road; the term "side lot line" shall mean any line which is not a road lot line or center line of the proposed canal as shown on the plat or a rear lot line. In determining any question in connection with the definition of any lot line, if the definition herein contained shall not be applicable, the definitions and provisions of the zoning ordinances of Bloomfield Township shall apply. Any lot may have either one or two but not more than 2 road lot lines. When two or more adjacent lots are owned and occupied by the same

owner, the foregoing definition on said lot line shall not include the lines common to such two or more lots owned by the same owner.

(c) Structure. As used in these restrictions the term "Structure" includes building, garage, driveway, uncovered parking area, permanent dock, docking facility or devise, gazebo, fence or any other improvement of a permanent or substantial nature.

(d) Easement. An easement has been reserved for public utilities as shown on the plat of this subdivision, and the easement so reserved shall include a right of any public utility to cut and trim from time to time, as the same may be necessary in the sole discretion of the utility, any and all trees and brush which may interfere with the use of such easement by such utility.

VI. January, 1995 Amendments.

ULLE, Inc. acknowledges the existence of certain violations of these Deed Restrictions as amended. Property owners with Structures, existing as of December 31, 1994, that violate or deviate from the deed restrictions as amended shall not be considered in violation of these amended deed restrictions. Violations of deed restrictions prior to amendment remain violations and are subject to enforcement as allowed by law.

WITNESSES:

James D. Joseph
James D. Joseph
Shannon L. Ross
SHANNON L. ROSS
STATE OF MICHIGAN
COUNTY OF OAKLAND }

OWNER(S) LOT # 56

Thomas H. Cobb
THOMAS H. COBB
Lisa E. Cobb
LISA E. COBB

The foregoing instrument was acknowledged before me this 30 day of December, 1994 by Thomas H. Cobb and Lisa E. Cobb, the owner(s) of Lot # 56.

[Signature]
Notary Public
Oakland County, Michigan
My commission expires: 9/1/95