

**AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
KENTMOOR, KENTMOOR #1 AND KENTMOOR #2 SUBDIVISIONS**

WHEREAS, Kentmoor Property Owners' Association, a Michigan Non-profit corporation (the "Association"), is an Association previously organized under the Michigan Nonprofit Corporation Act for a perpetual term.

WHEREAS, the Association has certain powers which are enumerated in these Covenants, as well as the Articles of Incorporation, and the By-Laws of the Kentmoor Property Owners' Association, as Amended March 2012 (the "By-Laws").

WHEREAS, the Association is comprised of three subdivisions, Kentmoor, Kentmoor #1, and Kentmoor #2 which are collectively situated within the area as set forth in the By-Laws (collectively, the "Subdivision").

WHEREAS, the Association desires to record a consolidated Amended Declaration of Covenants, Conditions and Restrictions to govern all three subdivisions, and the Amended Declaration has been approved by a majority of Owners (defined below) in each individual Subdivision.

NOW THEREFORE, in consideration of the mutual benefits to be derived by the Association of Owners, successors and assigns and all intending purchasers and future owners of the various lands comprising the Subdivision, the Association, for itself, its successors and assigns, and all Owners do hereby publish, declare and make known to all Owners, intending purchasers, and future owners of real property and homes located within the Subdivision and governed by the Association, that the same shall be held, used, owned, and/or expressly sold subject to the following covenants, conditions, and restrictions which shall be incorporated by reference in all deeds of conveyance and contracts for sale and shall run with the land and be binding upon all grantees, successors, and assigns.

I. Association Members

Every property owner in the Subdivision (individually known as, the "Owner") shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of a lot.

The Association has adopted By-Laws for the purpose of providing for the election of Officers and Directors, the conduct of meetings, the collection of dues and the governance of the Association.

The Board of Directors of the Association shall be comprised of no less than six (6) and no more than twelve (12) Directors elected by the association members as defined in Article IV, Section 1 of the By-Laws of the Association.

The Owner of each lot or parcel will be entitled to one vote, upon payment of annual dues of the Association each year, as defined in Article III, Section 1 of the By-Laws of the Association.

The Association or any Owner shall have the right to enforce all restrictions, conditions, covenants, reservations and charges now or hereafter imposed by the provisions of this Amended Declaration. Failure of the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed as estoppel or a waiver of the right to do so thereafter. All costs or expenses incurred by the Association in any such action to enforce or defend these covenants, the Association shall seek recoupment from the adverse party.

II. Building and Use Restrictions

All property in the Subdivision, exclusive of common areas, shall be used for residential purposes only and no building other than a single private dwelling house for occupancy by one family and the usual appurtenances to such a house shall be erected or maintained on any lot or on any parcel consisting of more than one lot. A private, attached garage for the sole use of the occupants of the lot upon which the house is erected must also be constructed and maintained.

All dwellings in the Subdivision shall be of a bona fide suburban type of architecture, shall have a livable floor space of not less than 2,000 square feet and shall conform to all height restrictions established by Bloomfield Township. Any permanent accessory structure (e.g. pool house, gazebo) to the dwelling house may not exceed fourteen (14) feet in height.

All dwelling houses shall front on the road on which said lot abuts, but where a lot abuts on more than one road, the dwelling house may front on either road, at the option of the Owner. On lots that abut or face more than one road, the house shall be architecturally designed and constructed to have a desirable, finished appearance on each road facing side so as not to afford an undesirable aspect to any adjoining or nearby lot. No part of any building or projection thereof shall overlap any lot building lines except as hereinafter designated and provided.

Each Owner shall keep all improvements on their respective property in good condition and in good repair at all times.

No garage or outbuilding erected on any lot or parcel in the Subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

Newly constructed driveways, aprons, and parking areas must be paved with concrete, asphalt or brick pavers, subject to the specifications of Bloomfield Township.

No buildings or appurtenances shall be erected, placed, altered or moved on any lot in the Subdivision until such time that the plans, specifications, external design and location have been approved in writing by the Association.

All dwellings must be completed prior to occupancy and all buildings, structures or appurtenances must be completed within a reasonable and agreed upon timeframe in a manner acceptable to the Association.

Except for properties connected to the Bloomfield Township sanitary sewer system, every other residence, garage and/or outbuilding that requires waste removal shall have and maintain an operational septic system of adequate capacity for the disposal of sanitary sewage.

III. Setbacks and Lot Adjustments

No dwelling or attached garage shall be located nearer than fifty (50) feet to the front lot line of any lot in the Subdivision, with the exception of properties facing or abutting Adams Road, for which a setback of seventy (70) feet is required. All other structures and appurtenances shall be erected in the rear of the residence building. All buildings, structures or appurtenances or any part thereof shall be erected at least twenty (20) feet from the side line and/or rear line of any lot or parcel, except that garages, pool houses, gazebos or other permanent accessory structures shall be erected not nearer than forty (40) feet to the rear line of any lot or parcel. The boundary lines of any parcel consisting of more than one lot or a portion of an additional lot, shall be deemed to be the lot lines of the entire parcel for the purpose of these restrictions.

Lot splits are prohibited. Lot adjustments, if permitted by Bloomfield Township, will be considered, but must be approved in writing by the Association.

IV. Common Areas

The areas of land within the Subdivision, which were designed to enhance the aesthetics of the "open landscape" plan of the Subdivision for the benefit and enjoyment of the property Owners, shall be maintained and improved, as necessary, by the Association.

V. Fences and Swimming Pools

In keeping with the "open landscape" plan of the Subdivision, no fence or wall shall be constructed or maintained on any lot or parcel, unless said fence is necessary to enclose a swimming pool for safety reasons as required by Bloomfield Township. A fenced swimming pool enclosure shall be no more than five (5) feet in height, shall be installed at least twenty (20) feet from all lot lines, may not be constructed of solid boards, and the design and materials of the fence shall be subject to the approval of the Association.

All swimming pools, hot tubs and spas shall be properly installed, operational and maintained in a sanitary condition so as not to detract from the aesthetics of the Subdivision or to pose any risk to public health. All pool equipment shall be reasonably screened from view.

At such time as a swimming pool is removed from any lot in the Subdivision, the fence erected to enclose said pool shall be concurrently removed.

VI. General Restrictions

No advertising signs, posters, billboards or other advertising devices shall be erected or displayed on any lot in the Subdivision nor in or on any building or buildings except for a single "FOR SALE" sign which shall not be larger than 24"x 30". All "FOR SALE" signs shall be removed within 30 days of the closing of the sale of any property.

No animals shall be kept except for the private use of the residents of any property. The same shall not be permitted to leave the boundaries of the resident's property without being properly leashed.

No trailers of any kind, recreational vehicles of any sort, commercial vehicles, non-operable vehicles, nor unlicensed passenger vehicles may be parked or stored on any lot for an extended period of time, unless fully enclosed within an attached garage.

Healthy, living trees may not be removed by any property Owner or builder unless the removal fully complies with the Bloomfield Township Tree Preservation and Protection Ordinance.

VII. Easements

Easements are hereby reserved for road, electric light and power, drainage and other public utility purposes in and over the Subdivision as indicated on the recorded drawn plat.

The easements hereby reserved shall include the right to remove any trees or shrubs on the land within the easement lines, the right to trim any encroaching trees or shrubs, the right to construct, operate and maintain thereon, either under or above the ground, pipes, poles, wires, etc., and the right of ingress and egress to and from the property subject to such easements for the purpose of exercising any of the rights herein reserved.

The right to establish such other easements in the Subdivision for other public improvements or purposes is also hereby reserved and such other easements shall be placed adjoining the lot lines wherever possible or practical.

VIII. Provisions

The covenants, conditions and restrictions of this Amended Declaration shall run with and bind the land for an initial term of twenty (20) years (the "Initial Term") from the date this Amended Declaration is recorded. After the Initial Term, the covenants shall be automatically extended for successive periods of ten (10) years. The Amended Declaration may be amended during the Initial Term by an instrument signed by not less than sixty-seven (67%) percent of the property Owners; following the Initial Term, by an instrument signed by not less than fifty-one (51%) percent of the Owners. Any amendment must be recorded with the Oakland County Register of Deeds.

IX. Severability

Invalidation of any one of these easements, covenants, restrictions or conditions by judgment or court order shall not affect the enforceability of any other provisions and all remaining provisions shall remain in full force and effect.