

NORTH OAKS HOMEOWNERS' ASSOCIATION, INC.

RULES AND REGULATIONS FOR HOMEOWNERS

EFFECTIVE DATE: JUNE 1, 2016

INTRODUCTION

The value and cohesiveness of any subdivision community depends in large part on the rules, regulations, and restrictions that govern how residents are expected to conduct themselves. The First Amended and Restated Declaration of Easements, Covenants and Restrictions for North Oaks – A Singh Development Subdivision, and North Oaks – A Singh Development Subdivision No. 2, (“Declarations”) subject all owners to general covenants, while the North Oaks Homeowners’ Association, Inc. (“Association”) Bylaws and this statement of Association Rules and Regulations (“Rules and Regulations”) provide more specific guidelines. Without these restrictions and a means to enforce them, the subdivision community living experience could be diminished. Your Association Board, (“Board”) has adopted the following Rules and Regulation to enhance the enjoyment and tranquility for all persons living in the subdivision community.

These Rules and Regulations are authorized by the Association Bylaws do not supersede or change those Bylaws or the Declarations in any manner. In fact, the Rules and Regulations are often based upon the Bylaws and/or Declarations.

Wherever the word "Owner" appears, if used in this document, it will include any and all tenants and/or occupants, and invitees.

Owners shall be responsible for tenant(s) / occupant(s)' actions or misconduct and adherence to the Rules and Regulations of the Association. Each owner shall be responsible for providing tenants with a current copy of the Rules and Regulations.

The yearly membership assessment by the Association for use in meeting its obligations, including maintaining common property will depend, in large measure, on the care and consideration exercised by each and every owner and their guests.

MAKE INQUIRIES OR REPORT VIOLATIONS TO A BOARD MEMBER.

NOTE: No Board member may make a decision regarding any matter which has not been decided by a quorum of the Board.

All of the rules and regulations herein may be changed or added to at any time by the Board with due notice. Any consents granted hereunder may be revoked for due cause.
Respectfully,

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ENFORCEMENT OF RULES AND REGULATIONS

In order to enforce the Declarations, Bylaws, and the Rules and Regulations, the Board may levy, assess, and collect reasonable fines and costs as established by the Board. The fines will be assessed against the Owner for violations by the Owner, invitees, licensee, tenants or lessees of such Owners.

STANDARD FINES TO BE LEVIED IN THE CASE OF VIOLATIONS ARE AS FOLLOWS:

1. SCHEDULE OF NOTICES

- a. First Notice: Warning letter to Owner
- b. Second Notice: Second Notice and Second Notice Fine
- c. Third Notice: Hearing to review non-compliance with Owner called by Board plus Third Notice Fine
- a. Reoccurring Violations: Hearing to review non-compliance with Owner called by Board plus Recurring Violation Fine

2. SCHEDULE OF FINES

- d. First Notice: None
- e. Second Notice: \$150.00 (or costs associated with mowing, cutting, weeding or removing any unsightly growth or trash)
- f. Third Notice: \$300.00
- g. Recurring Violations: \$600.00

3. All reasonable legal fees or costs incurred by the Association to enforce violations or collect fines will be the responsibility of the Owner. Non-payment of fines and other fees/costs within 30 days from receiving a bill from the Board will result in placement of a Lien on the subject property (See Section VIII).

4. It is each Owner's sole responsibility to inform their tenants of all Rules and Regulations. The Owner is also responsible for any and all fines assessed due to tenant conduct.

5. Anyone wishing to report an alleged violation of the Rules and Regulations or the Declarations may do so by contacting a Board Member. Violations must be reported in writing. The identity of the person reporting the violation will not be disclosed to the Owner involved.

RULES AND REGULATIONS

I. MAINTENANCE AND USE OF PROPERTY.

A. SINGLE FAMILY USE.

All Lots shall be used for single family residential purposes only and no building of any kind whatsoever shall be erected, re-erected, moved or maintained thereon except one single family dwelling house and appurtenant attached structures on each Lot as hereinafter provided. Each house shall be designed and erected for occupation by a single private family. A private attached garage for the sole use of the occupants of the Lot upon which the garage is erected must also be erected and maintained.

B. LOT MAINTENANCE:

Pursuant to Article VII of the Declarations, each Owner is responsible for their respective lots and buildings (improvement). All grass and underbrush shall be kept cut and a sightly condition of the premises maintained both before and after buildings are constructed thereon. In addition, pursuant to Article IX of the Declarations, the Association shall have the right to enter upon any Lot for the purposes of mowing, cutting, weeding or removing any unsightly growth which in the opinion of the Association detracts from the overall attractiveness of the health and welfare of the Subdivisions. The Association may enter upon the Lots for the purpose of removing any debris or trash from the Lot. The Association shall be under no obligation to take such affirmative action. Any costs incurred in such action by the Association shall be chargeable against the Owner and shall constitute a lien against the Lot.

C. 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 due to noise, odor or unsanitary conditions. Any domestic animal kept by an Owner shall be kept either on a leash or in a run or pen, and shall not be allowed to run loose or unattended. No runs or pens shall be permitted to be erected or maintained unless located within the rear yard adjacent to a wall of the main dwelling or garage and facing the rear or the interior of the Lot, nor shall such runs or pens extend beyond the end of the dwelling or garage into the side yard. Such runs or pens shall not extend more than twelve (12) feet in any one direction.

D. WEAPONS.

No Owner of a Lot shall use or discharge within the Subdivisions, nor shall he permit or suffer any occupant of any Lot which he owns, or his or their invitees or guests, to use or discharge within the Subdivisions, any BB guns, firearms, rifles, shotguns, handguns, pellet guns, crossbows or archery equipment.

E. SEPTIC TANKS AND WELLS PROHIBITED.

No septic tank systems shall be dug, installed, constructed or maintained on any Lot. No wells shall be drilled, dug, installed, constructed, or maintained on any Lot.

F. TEMPORARY STRUCTURES, TENTS, SPORTS EQUIPMENT, PLAYSCAPES AND FRONT/SIDE YARD USE.

- a. Trailers, shacks, barns, or any temporary buildings of any description whatsoever are expressly prohibited, and no temporary occupancy shall be permitted in unfinished buildings.
- b. Tents for entertainment or recreational purposes and are permitted only in driveways adjacent to a garage entrance or rear yards for periods not to exceed forty-eight (48) hours.
- c. All 'playscape' swing-sets, 'forts' and other structures of the like, shall be placed solely in rear yards and shall be of a neutral earth-tone color palate such as tans, browns, natural greens and the like. Such structures of different color palates already placed in rear-yards only, as of the date of original enactment of these Rules and Regulation, shall be exempt from enforcement of this term for a period of ten years from original enactment.
- d. Temporary play equipment, toys, sporting goods, and other items of a similar nature shall not be left out overnight in front or side yards or other locations visible from street fronts.
- e. No permanent play/sports equipment shall be attached or installed which shall be visible from the street

G. RECREATIONAL VEHICLES, BOATS:

Pursuant to Article VIII Section 12B of the Declaration and consistent with Rochester Hills Ordinance Sec. 138-1145. Recreational vehicles.

The City of Rochester Hills Ordinance(s) related to this subject applies, which provides, in part that no person shall park and/or store a recreational vehicle, snowmobile, camper enclosure, utility trailer, boat or similar vehicle or equipment not owned by the occupant or owner of the premises for a period exceeding 72 hours All recreational vehicles, snowmobiles, camper enclosures, utility trailers,

boats, and similar vehicles or equipment owned by city residents stored in residential districts on their individual lots or premises shall not be stored within any front yard or any required side yard. No person shall park or store any such unit upon any public property, including public streets, stub streets, rights-of-way, bike paths and planting areas between pathways and streets, except for temporary loading and unloading not to exceed 72 hours.

**Furthermore, North Oaks Homeowners Association prohibits the storage of any recreational vehicle, snowmobile, camper enclosure, utility trailer, boat or similar vehicle or equipment anywhere on the owner lot outside of the dwelling(garage).*

**Added in October 2017 by vote of the board.*

H. SIGNS.

No sign or billboard of any kind shall be placed, erected or maintained on any Lot. The provisions of this paragraph shall not apply to:

- a. such signs as may be for purposes of resale by any Owner
- b. political signs, which must be removed the day after the election

I. DRIVEWAYS.

All driveways, aprons and parking areas must be paved with concrete, asphalt or brick pavers, subject to the specifications of the City of Rochester Hills for the portions within the road right-of-way.

J. 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 or unsafe condition.

K. LANDSCAPING, FENCES AND WALLS, DRAINAGE, TREES.

- a. Revisions to Landscaping Approval Required. Any Owner revising landscaping shall have his/her landscaping plan approved and the landscaping improvements, including, but not limited to, trees, plantings, shrubs and lawns. Except for areas remaining natural pursuant to the approved landscaping plan, the Lot and the right-of-way contiguous to each Lot shall be kept free of weeds by the Owner, and all such landscaping and lawns shall be well-maintained at all times.
- b. Sight Distance. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations above two and one-half (2-1/2') feet and six (6') feet from the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the lot lines and a line connecting them at points twenty-five (25) feet from the intersection of the lot lines, or in the case of a rounded property corner, from the intersection of the lot lines as though extended. No tree shall be permitted to remain within such distances of such

intersections unless the foliage line is maintained, at sufficient height to prevent, obstruction of the sight lines.

- c. Fences And Walls. No fence, wall or solid hedge may be erected, grown or maintained in front of or along the front, side or rear lot line; provided, however, that low ornamental fencing along the front lot line in architectural harmony with the design of the house, may be erected. Fences which are required by local ordinance to enclose swimming pools, fences which are an integral part of a deck or patio design and fences used for runs or pens which comply with the requirement of Article VII, Section 7 shall be permitted. All fences must be constructed of pressure treated wood, brick, stone, wrought iron or similar metal or the materials used for the construction of the exterior of the residence. Deck and patio fences shall not exceed a height of six (6) feet. No more than twenty-five (25%) percent of the area of any rear yard may be enclosed by a fence or wall.
- d. Drainage Swales. Certain Lots in the Subdivisions are subject to an easement for storm water drainage, as shown on the Plat. No drainage swale located within such an easement shall be filled or bridged without the prior approval of the Committee. Any culvert placed in a drainage swale must be constructed at a depth and size as will not interfere with or impede the flow of storm water runoff.
- e. Trees. No living tree of a height of ten (10) feet or more or more than six (6) inches in diameter at three (3) feet above the ground shall be removed without the approval of the Committee, except for trees which are less than ten (10) feet from any part of the building (excluding decks and patios) or which are in the location of proposed driveways. In addition to the enforcement rights provided in the Declarations, the Board shall have the right to assess a penalty of up to One Thousand (\$1,000.00) Dollars per tree against any Owner who has removed a tree or allowed a tree to be removed in violation of this provision. Any such fine shall be paid to the general funds of the Association. The Owner shall treat or remove any diseased or blighted tree forthwith. Other than as permitted above, no person shall do any act, the result of which could reasonably be expected to cause damage to or destruction to any tree. In addition to these requirements, the Owner shall comply with the Tree Conservation Ordinance adopted by the City of Rochester Hills, as amended from time to time.

II. ARCHITECTURAL REVIEW COMMITTEE.

A. APPROVALS REQUIRED.

No building, fence, wall, deck, swimming pool, outbuilding, drainage structure or other structure, landscaping or exterior improvement shall be commenced, 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 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 an architectural review committee (the "Committee"). The Committee shall be composed of three (3) persons appointed by the Board. Committee members are not required to be Members of the Association. Each member of the

Committee shall serve until he/she resigns or is replaced by a subsequent appointee. The Committee shall not have any liability whatsoever for the approval or disapproval of any plans or specifications.

B. PRELIMINARY PLANS.

Preliminary plans may first be submitted to the Committee for preliminary approval.

C. PLANS AND SPECIFICATIONS.

Plans and specifications for final approval by the Committee shall include the following:

- a. Plans and specifications sufficient to secure a building permit, if such work requires a building permit, in the City of Rochester Hills including a dimensioned plot plan showing the Lot and placement of all improvements;
- b. A perspective drawing, if deemed necessary by the Committee, to interpret adequately the exterior design;
- c. Data as to size, materials, colors and texture of all exteriors, including roof coverings and any fences and walls;
- d. A complete set of landscape plans and tree survey, if such work is applicable;
- e. Any other data, drawings or materials which the Committee requests in order to fulfill its function.

D. COMPLIANCE WITH BUILDING USE RESTRICTIONS.

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

E. DISAPPROVAL OF PLANS OR IMPROVEMENTS.

The Committee may disapprove plans because of noncompliance with any of the restrictions set forth in Article VII. of this Declaration, or because of dissatisfaction with the grading and drainage plan, the location of the structure on the Lot, the materials used, the color scheme, the finish, design, proportion, shape, height, style or appropriateness of the, proposed improvement or alteration or because of any matter or thing, which, in the judgment of the Committee, would render the, proposed improvement or alteration inharmonious with, or out of; keeping with, the objectives of the Committee, the Subdivisions or with improvements erected or to be erected on other Lots in the Subdivision, including purely aesthetic considerations. The Committee shall not be liable for the approval or disapproval of any plan.

F. APPROVAL TIME SCHEDULE.

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

G. COMMITTEE APPROVAL.

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 or an approved form designating the specific plans and specifications for approval and are dated and signed by two (2) members of the Committee who were validly serving on the Committee on the date of such approval.

H. GUIDELINES.

The Committee may, but shall not be required to, adopt guidelines for its approval process. The guidelines, if adopted, may include discussion of aesthetic standards to be utilized by the Committee in approving plans and specifications, preferred materials, preferred styles of residences, and other matters which will assist. Owners seeking Committee approval. The guidelines, if adopted, will be intended solely for the purposes of illustrating and explaining current Committee standards. The guidelines shall not be construed to create any obligation on the part of the Committee to approve or reject any specific plan or specification or to otherwise modify or diminish the discretion of the Committee under this Article.

I. REVIEW FEE.

The Committee may charge a review fee of a maximum of Five Hundred (\$500.00) Dollars to any builder or Owner, for the purposes of reviewing plans for the construction of a residence. The fee may not be utilized for the purposes of paying salaries to any members of the Committee but shall be utilized exclusively for the purposes of reimbursing actual expenses of the Committee, including, but not limited to, professional review fees of independent consultants.

II. REFUSE REMOVAL AND TRASH.

A. TRASH:

- 1) Trash and recycling is picked up on Monday each week. (If Monday occurs on a national holiday, pickup is usually a day later than regular pickup.)
- 2) Trash and recycling containers may not be placed on the street earlier than 5:00 p.m. on the evening preceding pick-up.
- 3) Empty containers must be removed from public view by midnight of the day of pick-up.
- 4) Storage of trash containers outside of your home is prohibited.
- 5) Residents are requested to pick up any blowing or leftover trash not removed by trash pickup.
- 6) Set on driveway at curb or in gutter provided trash does not extend into the street.
- 7) If you will be away for an extended period, cancel all newspapers and deliveries or request the service of a friend or neighbor to pick them up for you to discourage vandalism or attract undesirables. Newspapers and other such items accumulating in the driveway send a clear signal to vandals that your home, for the moment, is unattended.

B. BUILDING REFUSE:

All unused building materials and temporary construction shall be removed from any lot within 5 days after substantial completion of the construction. The portion of the surface of the earth which is disturbed by excavation and other construction work shall be finish-graded and seeded or covered with other landscaping as soon as the construction work and weather permits.

C. DISPOSAL OF TOXIC WASTE:

No Owner or occupant shall dispose of any toxic material in a manner which is inconsistent with local and federal law. The Board shall be empowered to levy a severe fine against the owner of the home whose occupants have been observed illegally disposing of any toxic material. Toxic materials include, but are not limited to, oil, antifreeze, solvents, gasoline, paint etc.

IV. RENTALS.

No Owner shall lease and/or sublet less than the whole of any dwelling on said Lot. No lease shall be for a period less than one (1) year. Any Owner choosing to rent his home must notify the Board using the NOHA Lease Registration Form, at least 2 weeks prior to the start of the lease, of the name(s) of the tenants, a description of their vehicle(s), and their phone number.

Lessees of any Lot shall be subject to the terms and conditions of the Declarations, the Bylaws and all Rules and Regulations all of which shall be incorporated into the lease of

any Lot by reference, and any violation of the same by a lessee shall be deemed to be a violation by the lessor-Owner and subject that Owner to the same penalties and sanctions as if the Owner himself violated the Declaration, Bylaws, or Rules and Regulations.

Owners shall also provide new occupants with a copy of association Rules & Regulations.

V. NOISE

Owners and occupants shall exercise reasonable care to avoid making or permitting to be made loud, disturbing or objectionable noises and in using, playing or permitting to be used or played musical instruments, radios, phonographs, televisions, amplifiers and any other instruments or devices in such manners as may unreasonably disturb owners, tenants or occupants of other homes.

Owners are urged to exercise restraint in using noise-making tools and appliances during late night hours or before 8AM on weekdays and 9:00 A.M. on weekends.

Barking dogs shall be controlled by the animal's owner.

VI. BOARD MEETINGS

The meetings of the Board are held on a regular basis. Owners are welcome to all Board meetings and encouraged to stay for the entire meeting.

VII. CRIMINAL OR SUSPICIOUS ACTIVITY

Owners are encouraged to be active participant in neighborhood watch. If you observe any suspicious or illegal activity, CALL THE POLICE IMMEDIATELY. Call the Oakland County Sheriff's office at 248 537 3530

VIII. LIEN, SALE AND FORECLOSURE PROCESS RESOLUTION

1. A notice of intent to file a lien is sent when an account is 90 days past due.
2. The account has ten days to respond; if there is no response, a representative of the Association will register an assessment lien on the subject property at the Oakland County register of deeds.
3. If the property is to be sold, the outstanding account must be paid in full before the Association will cancel the lien at the County register of deeds allowing the sale to proceed.
4. If the property is sold through a foreclosure, disbursements of funds are made in order of claim; i.e., first mortgage holders, second mortgage holders, etc.