

3486 Lakeshore Drive

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DECLARATION OF COVENANTS AND RESTRICTIONS
Lake Oakland Estates
Waterford, Michigan
AS RECORDED IN Liber 229 PAGES 4,5,6,7, 8 & 9 O.C.R.

THIS DECLARATION, made on the 5th day of August, 1993 by LAKE OAKLAND DEVELOPMENT, a Michigan co-partnership, hereinafter referred to as "Declarant," 3742 Elder Road South, West Bloomfield, Michigan 48324,

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Waterford Township, Oakland County, Michigan, upon which Declarant is developing a planned residential community, to consist of lots, roads and parks which property is more particularly described on Exhibit "A" hereto and generally hereafter called "Lake Oakland Estates" and

WHEREAS, certain portions of Lake Oakland Estates are presently intended by Declarant to be developed as separate residential lots and the remaining portions of said property are intended by Declarant to be dedicated to recreational use for the benefit of all residential owners of property within Lake Oakland Estates and hereafter called Pleasant View Park and Woodland Park and

WHEREAS, Declarant desires to extend to the owners of all properties within Lake Oakland Estates the perpetual rights to utilize and benefit from the Pleasant View Park and Woodland Park and to provide a permanent method for the support and upkeep of said Pleasant View Park and Woodland Park, and to restrict access to and use of Pleasant View Park and Woodland Park within the development, and to control the development of Lake Oakland Estates so as to achieve a harmonious residential community.

NOW THEREFORE, Declarant in pursuance of a general plan of development and improvement hereby declares that all of the properties described on Exhibit "A" hereto shall ever hereafter be held, sold, conveyed, mortgaged, encumbered, leased, used, occupied and improved, and interests therein transferred subject to the following easements, restrictions, covenants, and conditions which are for the purposes set forth above and for the purpose of protecting the value and desirability of the properties and each parcel therein and which shall run with the land and be perpetually binding on and of benefit to, all persons having or acquiring any right, title or interest in said properties or any part thereof, their heirs, successors and assigns, subject to such restrictions, easements, covenants and conditions as are herein contained.

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ARTICLE I
DEFINITIONS

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Section 1. "ASSOCIATION" shall mean the Lake Oakland Estates Association (LOEA), a non-profit corporation organized under the laws of the State of Michigan, which corporation is formed to own, operate, manage, maintain and administer the Private Parks, Pleasant View Park and Woodland Park, and to administer the terms and conditions, covenants, restrictions, limitations, obligations and easements contained within this Declaration; when used herein "Association" shall include the successors and assigns of the Association unless a contrary intent is clearly expressed.

Section 2. "PARK AREAS" shall mean all the real property (and any interest therein), owned by the Association or now or hereafter dedicated and declared for the common use and enjoyment of the Lot Owners. No area shown or indicated on any plan or plat of the Properties shall be considered as a Park Area unless and until it has been by recorded instrument dedicated and declared or conveyed for the common use and enjoyment of the Lot Owners. "PARK AREAS" shall mean and refer to Pleasant View Park and Woodland Park.

Section 3. "DECLARANT" shall mean and refer to Lake Oakland Development, a Michigan co-partnership, and shall include its successors and assigns where such persons acquire parcels within the properties for development or the construction of dwelling units.

Section 4. "DECLARATION" shall mean this instrument and any properly approved, executed and recorded amendments thereto.

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Section 5. "DWELLING UNIT" shall mean an improved space designed and ready for occupancy by an individual or single family for independent dwelling purposes.

Section 6. "IMPROVEMENT" shall mean every building or structure of any kind, every awning, screen or canvas cover attached thereto, every fence, wall, swimming pool, tennis court or other private recreational facility, any drainage system which may be established in connection with the construction of a dwelling unit, or any driveway, substantial landscape or erosion plan or water system. Improvement shall also include any bulkhead, wharf, dock or similar installation built upon any lake frontage.

Section 7. "THE LAKE" when used without modification shall refer to and mean all of Lake Oakland abutting the land described in Exhibit "A".

Section 8. "SUBDIVISION" shall mean "Lake Oakland Estates" as recorded in Liber of Plats on pages of Oakland County Records.

Section 9. "LOT" shall mean a Lot in the Subdivision.

Section 10. "LOT OWNER" shall mean the beneficial owner(s) of a Lot (i.e., the holder of fee simple title or, if a Lot is sold on land contract, the vendee(s) under the land contract). Unless the context expressly requires, the Declarant shall be deemed to be a Lot Owner for the purposes of Article II.

Section 11. "MEMBER" shall mean the individual representative who shall receive notices and vote on behalf of the Lot Owner(s).

Section 12. "LAKESHORE DRIVE" shall mean the road designated as such on the plat of the Subdivision.

Section 13. "CHESTNUT COURT" shall mean the road designated as such on the plat of the Subdivision.

Section 14. "HAZELWOOD COURT" shall mean the road designated as such on the plat of the Subdivision.

Section 15. "PINE TREE COURT" shall mean the road designated as such on the plat of the Subdivision.

Section 16. "TOWNSHIP" shall mean Township of Waterford, Michigan, or its successors.

Section 17. "COMMITTEE" or "ARCHITECTURAL CONTROL COMMITTEE" shall mean an elected committee to approve, waive or refuse any matters with respect to Improvements on any Lot or in any other part of the Subdivision as described in Article IV below.

Section 18. "PROPERTIES" shall mean all the real property, which includes all Lots and Road Right of Ways, but not the "PARK AREA."

ARTICLE II
LAKE OAKLAND ESTATES ASSOCIATION

Section 1. THE NON-PROFIT CORPORATION

The Association shall be a non-profit corporation, organized under the applicable laws of the State of Michigan, and shall be responsible for the management, maintenance, operation and administration of the Private Parks, Pleasant View Park and Woodland Park as in accordance with this Declaration, the Articles of Incorporation, Bylaws and duly adopted Rules and Regulations of the Association and the laws of the State of Michigan. All Lot Owners in Lake Oakland Estates and all persons using or entering upon or acquiring any interest in any property therein shall be subject to the provisions and terms set forth in the aforesaid documents.

Section 2. MEMBERSHIP AND VOTING

Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

(a) Each Lot Owner in the Subdivision shall be a member of the Association and no other person or entity shall be entitled to membership;

(b) The share of a member in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance of his ownership of a parcel of property in the Subdivision;

(c) Except as limited in these Bylaws, each member shall be entitled to one vote for each Lot owned;

(d) No Lot Owner, other than the Declarant, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a parcel in the Subdivision. No Lot Owner other than the Declarant, shall be entitled to vote prior to the First Annual Meeting of Members held in accordance with Section 6 of Article II. The vote of each member may only be cast by the individual representative designated and may be changed by the member at any time by filing a new notice in the manner herein provided;

(e) Each Lot Owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Lot Owner. Such notice shall state the name and address of the individual representative designated, the number(s) of Lots owned by the Lot Owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Owner. Such notice shall be signed and dated by the Lot Owner. The individual representative designated may be changed by the Lot Owner at any time by filing a new notice in the manner herein provided;

(f) There shall be an annual meeting of the members of the Association commencing with the First Annual Meeting held as provided in Section 6 of this Article II. Other meetings may be provided for in the Bylaws of the Association, and notice shall be given to each member by mailing the same to each individual representative designated by the respective member;

(g) The presence in person or by proxy of twenty percent (20%) of the members qualified to vote shall constitute a quorum for holding a meeting of the members of the Association. The written vote of any person furnished at, or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast;

(h) Votes may be cast in person or by proxy or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted;

(i) A majority, except where otherwise provided herein, shall consist of more than fifty percent (50%) of those constituting a quorum and present in person or by proxy (or written vote if applicable) at a given meeting of the members of the Association;

(j) Other provisions as to voting by members, not inconsistent with the provisions herein contained, may be set forth in the Association Bylaws.

Section 3. BOOKS AND RECORDS

The Association shall keep detailed books of account showing all expenditures and receipts. Such books shall be open for inspection by the members and Lot Owners during reasonable working hours. Income, expense and position statements shall be prepared at least annually by qualified accountants and shall be made available to each member. The cost of such professional accounting assistance shall be an expense of the Association.

Section 4. DIRECTORS

The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation and who must be members of the Association except for the First Board of Directors, designated in the Articles of Incorporation of the Association and any successors thereto elected by the Declarant prior to the First Annual Meeting of Members held pursuant to Section 6 of this Article II. The number, terms of office, manner of election, removal and replacement, meetings, quorum and voting requirements, and other provisions of or relating to directors, not inconsistent with the following, shall be provided by the Association Bylaws:

(a) The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by this Declaration of the Articles of Incorporation. In addition to the foregoing duties or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

- (1) Management and administration of the affairs of and maintenance of the Park Areas of Lake Oakland Estates;
- (2) To collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association;
- (3) To carry insurance and collect and allocate the proceeds thereof;
- (4) To rebuild Improvements upon the Park Areas after casualty;
- (5) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of Lake Oakland Estates;
- (6) To acquire, maintain and improve, and to buy, sell, convey, assign or lease any real or personal property (including easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association provided that any such action has also been approved by the affirmative vote of a majority of all of the members of the Association;
- (7) To borrow money and issue evidences of indebtedness in furtherance of and all of the purposes of the Association.
- (8) To secure such indebtedness by mortgage, pledge, or other lien, on property owned by the Association or to purchase, sell or lease any of the Park Areas of the Lake (other than the granting of easements as above described);
- (9) To make rules and regulations governing the Park Areas of Lake Oakland Estates;
- (10) To enforce the provisions of the Declaration.

(b) The Board of Directors may employ for the Association a professional management agent (which may include the Declarant or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 4(a) of this Article II, and the Board may delegate to such management agent any other duties or powers which are not by law or by this Declaration required to be performed by or have the approval of the Board of Directors or the members of the Association.

(c) All of the actions (including, without limitation, the adoption of any Rules and Regulations for the Association, and any undertakings or contracts entered into with others on behalf of the Association) of the first Board of Directors of the Association named in its Articles of Incorporation or any successors thereto elected by the Declarant before the First Annual Meeting of Members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the first or any subsequent Annual Meeting of Members so long as such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided herein.

Section 5. BYLAWS OF THE ASSOCIATION

The Association Bylaws shall provide the designation, number, terms of office, qualifications, manner or election, duties and removal and replacement of the officers of the Association and may contain any other provisions pertinent to officers of the Association in furtherance of the provisions and purposes of the Association and not inconsistent therewith. Officers may be compensated but only upon the affirmative vote of a majority of all Lot Owners.

Section 6. FIRST MEETING OF MEMBERS

The First Annual Meeting of the Members of the Association may be convened only by the Declarant and may be called at any time after fifty percent (50%) of all units in Lake Oakland Estates have been sold and the purchasers thereof qualified as members of the Association, and shall be called no later than December 31, 1994. Until the holding of said First Annual Meeting the Declarant shall be entitled to name all directors of the Association. The Declarant may call meetings of members of the Association for informative or other appropriate purposes prior to the First Annual Meeting of Members and no such meeting shall be construed as the First Annual Meeting of Members. The date, time and place of such meeting shall be set by the Board of Directors, and at least fifteen (15) days written notice thereof shall be given to each member. Thereafter, the annual meetings shall be held as specified in the Association Bylaws.

ARTICLE III
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS

The Declarant, for each parcel within Lake Oakland Estates, hereby covenants, and each Lot Owner, by acquisition of title thereto, is deemed to covenant and agrees to pay to the Association (1) annual assessments, dues or charges, and (2) special assessments for capital improvements. Such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest costs and reasonable attorneys' fees incurred in collection thereof as hereinafter provided shall, from the date of assessment, be a charge and a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest costs and reasonable attorneys' fees incurred in collection thereof shall also be the personal obligation of the person who was the owner of such property at the assessment date. The obligation for delinquent assessments shall be personal and shall not pass to a successor Owner unless expressly assumed by him or her, but shall continue to be a lien upon any parcel until paid and discharged of record.

Section 2. PURPOSE OF ASSESSMENTS

The assessments from time to time levied by the Association shall be used exclusively to promote the health, welfare and recreation of the residents of the Subdivision including, but not limited to, the improvement and maintenance of the Park Areas and any other facilities thereon, the payment of taxes and assessments, if any, levied against the Park Areas, the enforcement of the provisions of this Declaration and, in general, the carrying out of the purposes set forth in or permitted by this Declaration. The Association may provide for reasonable reserves for contingencies, replacements, and improvements provided the amount placed in reserve in any fiscal year shall not exceed ten percent (10%) of the annual assessment except upon compliance with Section 4 below.

Section 3. BASIS AND MAXIMUM ANNUAL ASSESSMENT

Assessments shall be made as follows:

(a) The assessment shall be made against each parcel of real property within the Subdivision. The Park Areas shall not be subject to assessment hereunder.

(b) The total annual assessment to support the Park Areas of Lake Oakland Estates and the purposes of this Declaration shall be levied pro rata against all of the assessable parcels and dwelling units, as provided in (a) above, subject to the following:

(1) No parcel shall be assessable until January 1, following the recording of this Declaration;

(2) The initial annual assessment shall be \$120.00 and until January 1, 1994;

(3) The said \$120.00 assessment limitation shall be subject to upward adjustment based upon changes in the cost-of-living index as hereinafter provided in this paragraph commencing January 1, 1993, and continuing for each year thereafter while the limitation remains in effect. The adjustment shall be determined by multiplying the sum of \$120.00 by a fraction, the numerator of which shall be the average price level index figure indicated for the 12-month period ending with the month of October preceding each January 1 adjustment date (as shall be shown by the Consumer Price "All Items" Index of the United States Bureau of Labor Statistics for Detroit, Michigan [on the 1967 Equals 100 Standard]) and the denominator of which shall be the basic Standard Index Level of such Price Index for the month of October. The product of such multiplication shall thereafter be substituted for \$120.00 in determining said limitation. In the event that the United States Bureau of Labor Statistics ceases publication of said Index while the limitation remains in effect, then an appropriate substitute index shall be selected by the Association;

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Section 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS

In addition to the annual assessments authorized above, the Association may levy, in any assessment year beginning January 1, 1996, 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 capital improvement upon the Park Areas, including fixtures and personal property relating thereto, or the cost of establishing or adding to a reserve therefor or any other purpose provided that any such assessment shall have the assent, at a meeting duly called for such purpose, of more than fifty percent (50%) of all members (or voting representatives) in the entire Subdivision.

Section 5. RATE OF ASSESSMENT

Both annual and special assessments must be fixed at a uniform rate for all assessable parcels;

Section 6. ASSESSMENTS: DATE OF COMMENCEMENT AND DUE DATES

The annual assessments provided for herein shall commence January 1 of the year immediately subsequent to the recording of this Declaration. The annual assessment period shall mean the calendar year. The Association shall establish the assessment date and shall fix the rate of the annual assessment and the amount of assessment against each Lot Owner at least thirty (30) days in advance of each annual assessment period. Written notice of annual assessments shall be sent to every Lot Owner immediately after action assessing the same; provided, however, that where there is more than one Owner of a parcel, only one notice need be sent. The failure of any Lot Owner to receive said notice shall not affect the assessment. The due date(s) for payment shall be established and shall be stated in said notice. Upon demand, the Association shall furnish a certificate signed by an authorized person with knowledge, setting forth whether or not all assessments have been paid and setting forth the unpaid assessments, if any, interest charges and due dates.

Section 7. EFFECT OF NON-PAYMENT OF ASSESSMENTS: REMEDIES

Any assessment not paid within thirty (30) days after the due date (together with expenses of collection set forth below) shall bear interest from the due date at the rate of 7% per annum or at the uniform rate as shall be established by the Association at the time of the fixing of the assessment period. The Association may enforce collection of delinquent assessments by a suit at law for a money judgement or by foreclosure of the lien that secures payment of assessments. Each Lot Owner, and every other person who, from time to time has any interest in a Dwelling Unit or Lot, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action or by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Lot Owner and every other person who from time to time has any interest in a dwelling unit or parcel, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Dwelling Unit or Lot with respect to which the assessment(s) is or are delinquent and to receive, hold, and distribute the proceeds of such sale in accordance with the priorities established by Michigan law. Each Lot Owner in the Subdivision acknowledges that at the time of acquiring title to such Dwelling Unit or Lot, he was notified of the provisions of this section and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject dwelling unit or parcel. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgement shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by ordinary mail, addressed to the Lot Owner, of a written notice that one or more installments of the annual assessment levied against the pertinent Dwelling Unit or Lot is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of

an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the authority for the lien, (iii) the amount outstanding, and (iv) the legal description of the Dwelling Unit or Lot. Such affidavit shall be recorded in the Office of the Register of Deeds in Oakland County prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as it elects. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the Lot Owner. The expenses incurred in collecting unpaid assessments, including interest costs, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Lot Owner in default and shall be secured by the lien on his Dwelling Unit or Lot. In the event of default by any Owner in the payment of any installment of the annual assessment levied against his Dwelling Unit or Lot, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent annual assessment period immediately due and payable. A Lot Owner in default shall not be entitled to utilize any of the Park Areas and shall not be entitled to vote at any meeting of the Association so long as such default continues. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the dwelling unit or parcel from the Lot Owner thereof or any persons claiming under him or her. No Lot Owner may waive or otherwise avoid liability for the assessments provided for herein by non-use of the Park Areas or by abandonment of his Dwelling Unit or Lot.

Section 8. SUBORDINATION OF THE LIEN TO MORTGAGES

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage of record. Sale or transfer of any parcel or dwelling unit shall not affect a recorded assessment lien. No sale or transfer shall relieve such parcel or dwelling unit from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV
ARCHITECTURAL CONTROL COMMITTEE

The Committee shall be comprised of up to five (5) members to be initially appointed by the Declarant. The Declarant also may transfer its right to designate the members of the Committee to the Association for the Subdivision. Until such event, the Declaration reserves the right to appoint and remove members of the Committee in its sole discretion.

ARTICLE V
RESTRICTIONS AND REQUIREMENTS

No Improvements or structures shall be erected, constructed, or permitted to remain on any Lot unless the Improvement has been approved by the Committee in accordance with Section 1 of this Article and also complies with the remaining restrictions and requirements of this Article, unless any non-compliance has been waived pursuant to Section 6 of this Article. Furthermore, any construction or maintenance activities for or on any structure or Lot shall be performed strictly in accordance with the rules, restrictions, regulations or requirements of this Article.

Section 1. REVIEW PROCEDURE: SUBMISSION REQUIREMENTS

(a) The Declarants intend that all Improvements on any Lot or otherwise within the Subdivision shall be designed, developed and constructed so as to be harmonious, complimentary and dignified, all to the end that the Subdivision as developed and improved constitutes and provides a refined and exclusive environment of the highest architectural, construction and aesthetic standards. In order to accomplish such end, the Declarant hereby reserves to the Committee the right to approve, disapprove and otherwise pass upon the design, appearance, construction or other attributes of any Improvements or of any structure proposed to be erected or maintained on a Lot and no Improvement shall be permitted or allowed with respect to a Lot unless the same has received in writing the approval of the Committee pursuant to the terms and conditions of this Article.

(b) There shall be a three step submittal process for obtaining the approval of the Committee for any Improvement or structure to be erected, constructed, maintained or rebuilt on any Lot or in any other part of the Subdivision. The Committee's approval in writing of each of the submittals must be obtained before construction of any structure may be started. If appropriate, the Committee may waive the procedure in order to expedite the review procedure, although in no event shall the Committee be obligated to waive the procedure.

(i) The first step shall be the application for "Concept Approval." In connection with seeking Concept Approval, the Lot Owner or his or her representative shall submit (1) a topographic survey of the Lot prepared by a professional land surveyor showing existing grades and the location of all trees having a diameter at 4 feet above ground level of six (6") inches or more; (2) a conceptual site plan showing the location of all proposed Improvements on the Lot; (3) a conceptual floor plan, and (4) a conceptual front and rear elevation drawing of the proposed residence, including a description of colors and types of exterior materials. This three (3) step process may be waived or altered as the Committee deems necessary. (For example some Improvements may not require all three (3) documents). Concept Approval shall be deemed to have been granted when the Committee has approved of all of the foregoing submissions or failed to approve/deny the documents within sixty (60) days after submission of all documents.

(ii) The second step shall be application for "Preliminary Approval", which may be made after the Committee has granted Concept Approval. In connection with seeking Preliminary Approval, the Lot Owner or his or her representative shall submit (1) a detailed site plan superimposed over the aforementioned topographic survey, showing proposed grades; (2) a dimensioned floor plan; (3) detailed elevation drawings showing all elevations; (4) actual samples of bricks, shingles, stain materials and colors; and (5) a conceptual landscape plan. In addition, the location of all

proposed improvements or structures shall be staked on the Lot to permit field inspection. Preliminary approval shall be deemed to have been granted when the Committee has approved all of the foregoing submissions or failed to approve/deny the documents within sixty (60) days after submission of all documents.

(iii) The third step shall be application for "Final Approval". In connection with seeking Final Approval, the Lot Owner or his or her representative shall submit (1) all prints, plans and other matters submitted or required to be submitted to the Township to procure a building permit; (2) a dimensioned site plan sealed by a Professional Surveyor showing setbacks, existing and proposed elevations, and all trees on the Lot having a diameter at 4 feet above ground level of six (6") inches or more, including an indication as to which trees are to be removed; (3) a final landscape plan sealed by a registered landscape architect; (4) a construction schedule specifying completion dates for foundations, rough-in, the structure as a whole and landscape installation; (5) a list of exterior materials and colors, including actual samples if not already submitted; (6) the deposit described in Section 2 paragraph f below, if required by the Committee; and (7) any other materials required by the Committee. Final Approval shall be deemed to have been granted when the Committee has approved all of the foregoing submissions or failed to approve/deny the documents within sixty (60) days after submission of all documents.

No approval shall be effective unless given by the Committee in writing. If an improvement or structure or any aspect or feature thereof is not in strict conformity with the requirements or restrictions set forth in this Article, any such nonconformity shall be permitted only if it is specifically mentioned as such in the submissions to the Committee, and the Committee specifically approves or waives the same in writing.

(c) No alteration, modification, substitution or other variance from the designs, plans, specifications and other submission matters which have been approved by the Committee shall be permitted or suffered on any Lot unless the owner thereof obtains the Committee's written approval for such variation. So long as any such variance is minimal, the Lot Owner need not go through the entire submittal process as described in paragraph b above, but in any event the Lot Owner must submit sufficient information (including material samples and the like) as the Committee determines in its sole discretion is required to permit the Committee to decide whether or not to approve the variance. The Committee's approval of any variance must be obtained irrespective of the fact that the need for the variance arises for reasons beyond the Lot Owner's control (e.g., material shortages or the like).

(d) In making any of the written submissions contemplated in this Article, the Lot Owner shall cause four (4) copies thereof to be submitted to the Committee. Two copies thereof shall be returned to the Lot Owner after the Committee has approved or disapproved the submission, and the other two copies shall be retained by the Committee for its files.

(e) As of the effective date of this Declaration it is contemplated that Walter W. Tomy of the Committee, shall be the agent and General Partner who evaluates and renders decisions on behalf of the Committee with respect to matters submitted to the Committee pursuant to this Declaration. NO LOT OWNER OR REPRESENTATIVE THEREOF MAY RELY UPON ANY APPROVAL OR OTHER STATEMENT RENDERED OR MADE BY ANY AGENT OR EMPLOYEE OF THE COMMITTEE OTHER THAN MR. TOMY, UNLESS MR TOMY DESIGNATES IN WRITING ON BEHALF OF THE COMMITTEE ANOTHER AGENT OR EMPLOYEE WHO HAS THE AUTHORITY SO TO ACT. No agent, employee, consultant, attorney or other representative or adviser of or to the Committee shall have any liability with respect to decisions made, actions taken or opinions rendered relative to matters submitted to the Committee under this Declaration.

(f) The Committee reserves the right to assign, delegate or otherwise transfer its rights and powers of approval as provided in this Declaration.

(g) The Site Plan for Lots 26, 35 and 37 shall be submitted to the Planning Commission for the Charter Township of Waterford for review and approval and comply with Zoning Ordinance #135, Woodlands Preservation.

Section 2. RESTRICTIONS AND REQUIREMENTS

The following rules, regulations, restrictions and requirements shall apply to each and every Lot in the Subdivision, and no Improvement or structure shall be erected, constructed or maintained on any Lot which is in contravention of such rules, regulations, restrictions and requirements, except to the extent any non-conformity has been waived by the Committee pursuant to Section 6 of this Article.

(a) Each Dwelling Unit on Lots 26 thru 30 and 35 thru 53 both inclusive must have a minimum livable floor area of one thousand nine hundred (1,900) square feet for a ranch style house. A 1 1/2 level house or a 2 level house must have a minimum livable floor area of two thousand one hundred (2,100) square feet with a livable floor area on the main level of one thousand three hundred (1,300) square feet or more. A Quad-Level house must have a minimum livable floor area of two thousand five hundred (2,500) square feet with a livable floor area on the main level of one thousand (1,000) square feet or more. Each Dwelling Unit on Lots 1 thru 25, 31 thru 34 and 54 thru 56 must have a minimum livable floor area of one thousand six hundred (1,600) square feet for a ranch style house. A 1 1/2 level house or a 2 level house must have a minimum livable floor area of one thousand eight hundred (1,800) square feet with a livable floor area on the main level of one thousand (1,000) square feet or more. A Quad-Level house must have a minimum livable floor area of two thousand (2,000) square feet with a livable floor area on the main level of nine hundred (900) square feet or more. For the purposes of this paragraph, garages, patios, decks, open porches, entrance porches, terraces, basements, lower levels, storage sheds and like areas shall be excluded in determining the livable floor area, whether or not they are attached to the main Dwelling Unit. Enclosed porches shall be included in determining the livable floor area only if the roof of the porch forms an integral part of the roof line of the main Dwelling Unit.

(b) The minimum Dwelling Unit width, including attached garage, shall be fifty (50) feet.

(c) No Improvement or structure shall be placed, erected, altered or located on any Lot nearer to the front, side or rear Lot line than is permitted by the ordinances of the Township at the time the same is erected. In addition, any Dwelling Unit or building shall meet the following setback requirements:

- (1) Thirty five (35) feet from the front Lot line;
- (2) Thirty five (35) feet from the rear Lot line;
- (3) Ten (10) feet from each side Lot line.

The Committee shall have the right (but not any obligation) to permit setbacks less than those set forth above if in its sole discretion the grade, soil or other physical conditions pertaining to a Lot justify such a variance and the Township approves the same. In addition, all buildings and Dwelling Units shall be oriented on the Lot so as to face the road on which it is located and shall not obstruct the lake view from other Lot Owners. The Committee shall have the right (but not any obligation) to permit buildings or Dwelling Units to be orientated other than set forth above if, in its sole discretion, the grade, soil or physical conditions or aesthetic reasons justify such a variance and the Township approves the same.

(d) The exterior of all buildings must be primarily brick or stone (but no yellow, green or white brick shall be allowed). No aluminum or vinyl siding or metal windows may be used in any Dwelling Unit, building or other structure. No Texture 1-11 may be used on the exterior of any structure.

(e) All driveways shall be paved with portland cement or asphalt bituminous concrete, and shall be completed prior to occupancy.

(f) Each Lot must be landscaped in accordance with the approved landscaping plan within the time limits set forth in paragraph d of Section 3 of this Article. The Committee shall have the right to determine the reasonable value of the landscaping. After landscaping has been installed the Lot Owner shall maintain the same in a good and slightly condition consistent with the approved landscaping plan.

(g) No above ground swimming pools shall be erected or maintained on any Lot. The size, configuration, location and exterior appearance of any in-ground swimming pool and appropriate fencing (required by Michigan Law) shall be subject to the Committee's prior written approval.

(h) No fence, wall or hedge of any kind shall be erected or maintained on any Lot without the prior written approval of the Committee. Any wall or hedge shall be located nearer to any front Lot line than is required for Dwelling Units. No fence, wall or hedge shall be maintained which blocks or hinders vision at street intersections. No chain link fence shall be permitted on any Lot except around approved swimming pools and runs.

(i) All chimneys (whether intended for live fires or furnaces) shall have flues lined through the entire height with standard clay lining or other fire resistant material. No prefabricated chimneys shall be installed or maintained for any purpose, including without limitation for fireplaces, furnaces, heaters or stoves.

(j) No outside radio, television aerial, antenna, satellite dish or other reception or transmission device shall be placed, constructed, altered or maintained on any Lot without the prior written consent of the Committee, which the Committee may withhold in its sole discretion.

(k) Dog kennels or runs or other enclosed shelters for permitted animals must be an integral part of the approved Dwelling Unit and must be approved by the Committee and the Township relative to the location and design of fencing or other structures. Any such kennel or run must be kept in a clean and sanitary condition at all times.

(l) No driveway for a Lot shall be located within ten (10) feet of a side Lot line of the Lot from the point at which the driveway intersects the applicable road to a point thirty (30) feet into the Lot.

(m) No single-level flat roofs shall be permitted on the entire main body of any Dwelling Unit, building or other structure, including outbuildings. Flat roofs may be installed over Florida rooms, porches or patios, and tasteful flat roofs may be installed on multiple levels of a Dwelling Unit, but only if the same are approved by the Committee. The minimum pitch of any roof shall be 6/12 (vertical/horizontal). No white roofs shall be permitted.

(n) No signs, including "for rent", architect, builder, contractor, landscaper, landscape architect or other signs shall be erected or maintained on any Lot except as follows:

(1) During the construction of a Dwelling Unit a sign may be erected so as to identify the Lot number of the Lot and the name of the architect/builder, but only if the Committee provides written authority for the erection of the sign. The Committee may withhold such authority in its sole discretion. The size, location, color and content of any sign shall be specified prior to authorization by the Committee.

(2) A street address sign may be erected in connection with the construction of a Dwelling Unit on a Lot, but only if the Committee provides written authority for the erection of the sign. The Committee may withhold such authority in its sole discretion, unless the same is required by the Township. The size, location, color and content of any sign shall be specified prior to authorization by the Committee.

(o) No external air conditioning unit shall be placed in or attached to a window or wall of any structure. To the extent reasonably possible external components of an air conditioning system, heat pump or like system shall be located so as to minimize any disruption or negative impact thereof on adjoining Lots in the Subdivision in terms of noise or view. The Committee shall have conclusive authority to determine whether a system complies with the foregoing requirements.

(p) To the extent deemed appropriate by the Committee in its sole discretion, the requirements and restrictions set forth herein relative to the front of any Lot shall be deemed to apply to the rear of any Lot, so that no unsightly or inappropriate condition or structure may be seen from Lakeshore Drive, Chestnut Court, Hazelwood Court, and Pine Tree Court.

Section 3. REQUIREMENTS, RESTRICTIONS AND REGULATIONS RELATIVE TO CONSTRUCTION ACTIVITIES.

The Declarants hereby reserve to the Association the right to establish and enforce such rules and regulations relative to the performance of construction activities within the Subdivision (whether or not in connection with the construction, repair or maintenance of a residence or other structure) as the Association determines to be appropriate in order to maintain the tranquility, appearance and desirability of the Subdivision. Unless waived by the Association in writing, the following rules, regulations, restrictions and requirements shall apply to any construction activities within the Subdivision:

(a) All construction activities must be started within one (1) month of the time specified in the construction schedule submitted to and approved by the Committee (which is appointed by the Association as outlined in Article II of this Declaration) pursuant to Section 1 of this Article. Prior to the commencement of construction the Lot Owner must obtain all permits or approvals required by the Township.

(b) Once commenced, all construction activity shall be prosecuted and carried out with all reasonable diligence, and the exterior of all Dwelling Units and other structures must be completed as soon as practical after construction commences and in any event within twelve (12) months after such commencement, except where such completion is impossible or would result in exceptional hardship due to strikes, fires, national emergencies or natural calamities.

(c) Except in case of an emergency involving the risk of human life, physical injury or substantial property damage, no construction activities shall be carried on within the Subdivision between the hours of 8:00 p.m. and 7:00 a.m. on any day, nor at any time on a Sunday or legal holiday (New Year's, July 4, Labor Day, Easter, Memorial Day, Memorial Day, Thanksgiving and Christmas), whether or not done indoors. Construction activities shall be deemed to exclude general repair work performed solely by the owner of a Lot.

(d) Except as provided in paragraph 1 of Section 4 of this Article, all landscaping must be completed within ninety (90) days after initial occupancy of the Dwelling Unit or, in the case of speculative or unsold homes, within ninety (90) days after the exterior of the Dwelling Unit has been (or with due diligence should have been) substantially completed. Except lawn seeding and shrub planting, due to seasonal changes this should be completed no later than within 10 months of occupancy.

(e) (1) No structure shall be constructed on any Lot in the Subdivision unless prior to the commencement of construction thereof the Lot Owner and the general contractor or builder thereof enter into an agreement in form and substance acceptable to the Committee whereby they agree to: (i) maintain a dumpster on the Lot during the course of construction; (ii) deposit all trash, garbage, scraps and other disposable items therein; (iii) keep the Lot in a sightly and clean condition during the course of construction; (iv) remove from the Lot the dumpster and all trash, garbage, scraps or other debris arising during such construction activities and otherwise restore the Lot to a sightly and clean condition promptly after completion of construction; and (v) to the extent possible, keep all dirt, mud and other debris from accumulating on any road during and after the course of construction, including by cleaning or sweeping the road at intervals specified by the Committee and by cleaning the road again upon completion of construction. The Committee shall have the authority to determine whether or not a Lot Owner or a Lot Owner's general contractor or builder is in compliance with the foregoing requirements and obligations.

(2) If for any reason the Committee does not require the execution of such an agreement, each Lot Owner and the general contractor or builder of any structure on a Lot nevertheless shall observe and perform the requirements and obligations set forth in this paragraph.

(3) In the event that the Lot Owner, general contractor or builder fails to observe or perform any responsibility, obligation under this paragraph or under any agreement called for in this paragraph, the Committee shall have the right (but not any obligation) to enter upon the Lot and correct or rectify such failure, including by installing or relocating a

dumpster, disposing of debris and sweeping or otherwise cleaning a road. The Committee shall be entitled to be reimbursed by the Lot Owner for all costs incurred by the Committee in connection with correcting or rectifying any such failure which may be billed by the Committee to the Lot Owner, which bill shall be payable by the Lot Owner within five (5) days after the submission thereof.

(4) The Committee intends to provide as much advance notice as is reasonably feasible (but in no event more than five (5) days advance notice) prior to taking any corrective or rectifying action under this paragraph which would entail an expense in excess of two hundred and fifty dollars (\$250). If dirt, mud or debris accumulates on a road and could be attributable to construction activities on more than one Lot, the Committee shall have the right in its sole discretion to determine the extent to which the same is attributable to each Lot, and to apportion the cost of and responsibility for cleaning, sweeping or otherwise removing the mud or debris among the relevant Lots.

(5) The location of the dumpster required under (e) above shall be located in a manner that renders the dumpster as unobtrusive as reasonably possible.

(f) No trees measuring six (6") inches or more in diameter at 4 feet above ground level may be removed without the prior written approval of the Committee. Prior to commencement of construction, each Lot Owner shall submit to the Committee for its written approval, a plan for the preservation of trees in connection with the construction process. Any trees measuring six (6") inches or more in diameter at 4 feet above ground level which are removed or destroyed in the construction process, either intentionally or accidentally, shall be replaced with trees of the same sort and size (not exceeding six (6") in diameter at 4 feet above ground level) located within the boundaries of an approved homesite or driveway or unless the Committee waives such requirement in its sole discretion. It shall be the responsibility of each Lot Owner to maintain and preserve all such trees on the Lot, which responsibility shall include welling trees, if necessary.

Section 4. ADDITIONAL RESTRICTIONS AND REGULATIONS: RESERVATION OF EASEMENT

In addition to the other restrictions or regulations specified above, the restrictions and regulations set forth in paragraphs a through k below shall apply to each Lot in the Subdivision and any Lot Owner or occupant thereof.

(a) Upon sale or conveyance to individual purchasers, all Lots in the Subdivision shall be used only 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) detached single family Dwelling Unit, the height of which shall not exceed two and a half (2 1/2) stories. The Committee shall have the sole and conclusive authority to determine what constitutes two and a half stories in height for the purposes of the preceding sentence. Each Dwelling Unit shall include an attached garage. Attached garages on Lots 1-25 both inclusive shall have a side entrance except for corner lots. Each Dwelling Unit may include such outbuilding, dock or other accessory structure as the Committee may approve in writing. No part of any Dwelling Unit or other structure shall be used for any activity normally conducted as a business, trade or profession; provided, however, this prohibition shall not apply to (1) maintaining a professional library in a Dwelling Unit (b) keeping personal records or transacting personal business in a Dwelling Unit, or (c) participating in a personal, business or professional telephone calls or correspondence in a Dwelling Unit. *not enforceable*

(b) No structure of a temporary character shall be placed upon any Lot at any time; provided, however, that this prohibition shall not apply to shelters approved by the Committee and used by a contractor during the construction of Subdivision Improvements or a Dwelling Unit, although no such temporary shelter shall be used at any time as a residence or be permitted to remain on a Lot after substantial completion of construction.

(c) No mobile home, camping tent, or similar structure shall be placed on any Lot at any time, either temporarily or permanently.

(d) No trailers, trucks, aircraft, commercial vehicles, campers, recreational vehicles or other vehicles with the exception of passenger cars, pick-up trucks (3/4 Ton or less) and passenger vans, shall be parked or maintained on any lot unless in a suitable private garage which is built in accordance with the restrictions set forth herein. No motorcycles, snowmobiles or vehicles designed primarily for off-road use shall be used or operated in the Subdivision.

(e) Each Lot Owner shall maintain his or her Lot and lawn, garden, landscaping or structure thereon in good and attractive condition to the end that such presents an excellent appearance from Lakeshore Drive, Chestnut Court, Hazelwood Court, and Pine Tree Court. All lawn, driveway, landscaping or gardening maintenance activities, including without limitation lawn cutting, gardening, hedge trimming, edging, tree removal, tree trimming, snow removal or leaf pickup, shall be performed only by the owners of Lots within the Subdivision or their immediate family members, or by a landscaping company. Each owner of a Lot shall prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such Lot which might negatively affect the beauty or attractiveness of the neighborhood as a whole or the specific area. Such obligation shall apply whether or not the Lot Owner has constructed a Dwelling Unit on the Lot. As soon as practical after purchasing a Lot from the Declarants, a Lot Owner shall remove all dead or seriously diseased trees from the Lot. Each Lot Owner shall promptly remove any trees that die or become seriously diseased thereafter.

(f) No animals or fowl (except household pets) shall be kept or maintained on any Lot, and household pets shall be confined to the Lot. Pets causing a nuisance or destruction shall be restrained or removed from the Subdivision.

(g) No lawn ornaments, sculptures or statues shall be placed or permitted to remain on any Lot without the prior written approval of the Committee.

(h) No noxious or offensive activity shall be conducted upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. This restriction shall include without limitation the burning of trash, leaves or other debris on a Lot. There shall not be maintained any animals or device or thing of any sort whose normal or customary activities or existence is in any way noxious, noisy, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the reasonable enjoyment of other property in the neighborhood.

(i) The Declarants reserve to the Committee the right to enter (or have designees enter) upon any Lot for the purpose of mowing, removing, clearing, cutting or pruning any underbrush, weeds, or other unsightly or inappropriate growth which in the sole discretion of the Committee detracts from the overall beauty, setting or safety of the Subdivision. The Lot Owner of the Lot shall be obligated to reimburse the Committee for the cost of any such activities and the Association has lien interests per Article 3 and Article 7. Such entrance or other action as aforesaid shall not be deemed a trespass. The provisions of this paragraph shall not be construed as imposing any obligation on the Committee to mow, clear, cut or prune any Lot, or to provide garbage or trash removal services.

(j) No Lot shall be used to provide or permit access to Lake Oakland by any person or persons other than (1) the Owner or Owners of Lots in Lake Oakland Estates butting the water's edge of Lake Oakland, (2) the immediate family of said Owner or Owners, and (3) the domestic servants and the invited guests of such owner or owners and the immediate family of such guests.

(k) The Declarants hereby grant to the applicable public or private utility companies perpetual and releasable easements and right of ways on, over and under the ground to erect, maintain, repair, replace and use electric, telephone and television poles, wires, cables, conduits, sewers, water mains, electricity, telephone, television, gas, sewer, water, alarm systems or other public conveniences or utilities, at all locations as shown on the final plat. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, to make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by the applicable utility company, but this grant shall not impose or imply any obligation on

the part of the Committee or the Declarants to provide or maintain any such utility or service.

Section 5. STANDARD FOR THE ASSOCIATION'S OR COMMITTEE'S APPROVALS;
EXCULPATION FROM LIABILITY

In reviewing and passing upon the plans, drawings, specifications, submissions and other matters to be approved or waived by the Association or Committee whichever the case may be under this Article V, the Committee intends to ensure that the structures, improvements and other features embodied or reflected therein meet the requirements set forth in this Article V; however, the Committee reserves the right to waive or modify such restrictions or requirements pursuant to Section 6 of this Article V. In addition to ensuring that all structures and improvements comply with the requirements and restrictions of Section 2 of this Article V, the Committee shall have the right to base its approval or disapproval of any plans, designs, specifications, submissions or other matters on such other factors, including completely aesthetic considerations, as the Committee in its sole discretion may determine appropriate or pertinent. The Committee currently intends to take into account the preservation of trees and of the natural setting of the Subdivision in passing upon plans, designs, drawings, specifications and other submissions. Except as otherwise expressly provided herein, the Association or Committee, as the case may be, shall be deemed to have the broadest discretion in determining what Dwelling Units, fences, walls, hedges or other structures will enhance the aesthetic beauty and desirability of the Subdivision, or otherwise further or be consistent with the purposes for any restrictions. In no event shall either the Association (or the agents, officers, employees or consultants thereof), the Declarants or any member of the Committee have any liability whatsoever to anyone for any act or omission contemplated herein, including without limitation the approval or disapproval of plans, drawings, specifications, elevations or the Dwelling Units, 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 the Association, nor the Declarants nor any member of 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 no event shall any party have the right to impose liability on, or otherwise contest judicially, the developer or any other person for any decision of the Association or Committee (or alleged failure of the Association or Committee to make a decision) relative to the approval or disapproval of a structure, improvement or any aspect or other matter as to which the Association or Committee reserves the right to approve or waive under this Declaration. The approval of the Association or Committee, as the case may be of a structure, improvement or other matter shall not be construed as a representation or warranty that the structure, improvement or other matter is properly designed or that it is in conformity with the ordinances or other requirements of the Township or any other governmental authority. Any obligation or duty to ascertain any such non-conformities, or to advise the Lot Owner or any other person of the same (even if known), is hereby disclaimed.

Article V Section 6. ASSOCIATION'S OR COMMITTEE'S RIGHT TO WAIVE OR AMEND
RESTRICTIONS AND REGULATIONS

Notwithstanding anything herein to the contrary, the Declarants reserve to itself, in its capacity as the Association or Committee whichever the case may be, the right to approve any structure, improvement or activities otherwise proscribed or prohibited hereunder, or to waive any rule, regulation, restriction or requirement provided for in this Declaration, if in the Association's or the Committee's sole discretion, whichever the case may be, such is appropriate in order to maintain the atmosphere, architectural harmony, appearance and value of the Subdivision and the Lots therein, or to relieve the owner of a Lot or a contractor from any undue hardship or expense. In no event, however, shall the Association or Committee be deemed to have waived or be stopped from asserting its right to require strict and full compliance with all the rules, regulations, restrictions and requirements set forth herein, unless the Association or Committee indicates its intent and agreement to do so in writing, or the Association's failure to act within sixty (60) days as per Article IV Section 1 and in the case of an approval of nonconforming structures, the requirements of paragraph b of Section 1 of this article are met.

ARTICLE VI
PROPERTY RIGHTS IN PLEASANT VIEW PARK AND WOODLAND PARK

Section 1. OWNERS' EASEMENT OF ENJOYMENT OF PARK AREAS

Every Lot Owner shall have a perpetual non-exclusive right and easement of enjoyment in and to the Park Areas, which right and easement shall be appurtenant to such ownership but subject to the following:

(a) The right of the Association to make and enforce reasonable rules and regulations to carry out the terms of this Declaration and to fulfill its purposes;

(b) The right of the Association to fix and charge reasonable dues and other fees for the use of any recreational facility situated upon the Park Areas which fees shall be utilized solely for the maintenance, upkeep and administration of the Park Areas.

(c) The right of the Association to suspend voting rights and the rights to use any of the Park Areas or any facility therein for any period not to exceed sixty (60) days for any infraction of its published rules and regulations, except that such suspension for any continuing infraction may continue for the duration of such infraction;

(d) The right of the Association to borrow money for the purpose of maintaining or improving the Park Areas and in aid thereof, to mortgage same to secure such borrowing and to perform all acts and actions in connection therewith or incidental thereto;

(e) The reserved right of the Declarant, the Association, or their successors or assigns, to grant, give and reserve easements and right-of-ways over, under, through and across the Properties and the Park Areas for the installation, maintenance, inspection and replacement of conduits, lines and appurtenances for public or private water, sewer, drainage, electricity, gas, fuel, or other utilities; shall comply with Section 560.221 through Section 560.229 of the Subdivision Control Act 1967 PA 288;

(f) The right of other Lot Owners to use the Park Areas;

(g) Motorized vehicle traffic shall be prohibited from Pleasant View Park and Woodland Park, with the following exceptions: any and all emergency vehicles, public utility vehicles, and construction vehicles required for the construction of the proposed bathhouse in Woodland Park.

(h) Boats, canoes, rafts or any other type of floatation object used for transportation shall not be launched, stored or maintained in Pleasant View Park and Woodland Park, nor shall any seasonal or permanent docks be erected or installed at the shoreline of Lake Oakland from the said parks. This restriction may not be waived or amended by the association without the consent of the Township Board of the Charter Township of Waterford.

ARTICLE VII
DEPARTMENT OF NATURAL RESOURCES
RESTRICTIVE DEED COVENANTS

Section 1. Any building used or capable of being used for residential purposes and occupancy within or affected by the floodplain shall:

- a.) Have lower floors, excluding basements, not lower than the elevation defining the floodplain limits.
- b.) Have openings into the basement not lower than the elevation defining the floodplain limits.
- c.) Have basement walls and floor, if below the elevation defining the floodplain limits, which are watertight and designed to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the floodplain limits following methods and procedures outlined in chapter 5 for type A construction and chapter 6 for class I loads found in the publication entitled "Flood Proofing Regulations," EP 1165 2 314, prepared by the office of the chief of engineers, United States Army, Washington, DC, June 1972. Figure 5 on page 14-5 of the regulations shows typical foundation drainage and waterproofing details. This document is adopted by reference in these rules and is available, at no cost, from the Department of Natural Resources, Land and Water Management Division, Stevens T. Mason Building, P.O. Box 30028, Lansing, Michigan 48909, or Department of the Army, Corps of Engineers, Publications Depot, 890 S. Pickett, Alexandria, Virginia 22304.

d.) Be equipped with a positive means of preventing sewer backup from sewer lines and drains which serve the building.

e.) Be properly anchored to prevent floatation.

Section 2. No filling or occupation of the floodplain shall take place without prior written approval from the Michigan Department of Natural Resources.

Section 3. The floodplain restrictions contained herein are to be observed in perpetuity, excluded from any time limitations set forth in the declaration, and may not be amended.

Section 4. The 100-year flood elevation for Lake Oakland is 960.10 N.G.V. Datum.

ARTICLE VIII
AREA OF FUTURE DEVELOPMENT

Section 1. DEVELOPMENT OF ADJOINING PROPERTY

Declarant is the owner of the property legally described below and adjoining the Subdivision. All Lot Owners recognize that Declarant, or its successors and assigns intend to develop the property described below as a separate parcel (Not included in the Lake Oakland Estates Plat) and all Lot Owners acquiesce to the development of the property described below. No Lot Owner shall object to a request for rezoning, variance or platting of the adjoining property made by the declarant, its successors and assigns.

PROPERTY DESCRIPTION:

Part of the Southeast 1/4 of Section 2, and part of the Northeast 1/4 of Section 11, Town 3 North, Range 9 East, Waterford Township, Oakland County, Michigan. Being more particularly described as lying southeasterly of Lot 52 thru Lot 56, and on the Southeast side of the Mill Race, and between Lake Oakland and the Northeast Right of Way of Walton Boulevard.

ARTICLE IX
STREET TREES AND SIDEWALK REQUIREMENTS
AS PER WATERFORD TOWNSHIP

Section 1. STREET TREES AND SIDEWALK REQUIREMENTS

Each Lot Owner in the Subdivision shall be responsible for its share of the cost of the street trees required for each Lot and the cost of the right-of-way sidewalk. The following is an estimate of the cost requirements per Lot of the trees and the right-of-way sidewalk.

LOT #	# OF TREES	COST	L.F. OF SIDEWALK	COST	TOTAL
1	5	\$400	206	\$1,854	\$2,254
2	2	160	81	729	889
3	2	160	94	846	1,006
4	5	400	242	2,178	2,578
5	2	160	95	855	1,015
6	1	80	52	468	548
7	1	80	52	468	548
8	1	80	52	468	548
9	1	80	75	675	755
10	5	400	285	2,565	2,965
11	2	160	100	900	1,060
12	5	400	237	2,133	2,533
13	3	240	124	1,116	1,356
14	1	80	54	486	566
15	1	80	52	468	548
16	1	80	51	459	539
17	1	80	50	450	530
18	1	80	54	486	566
19	2	160	90	810	970
20	5	400	244	2,070	2,470
21	2	160	98	802	1,042
22	5	400	244	2,196	2,596
23	2	160	75	675	835
24	2	160	85	765	925
25	6	480	271	2,439	2,919
26	2	160	90	810	970
27	1	80	60	540	620
28	2	160	73	657	817
29	3	240	126	1,134	1,374
30	2	160	105	945	1,105
31	2	160	105	945	1,105
32	3	240	126	1,134	1,374
33	2	160	105	945	1,105
34	5	400	246	2,214	2,614
35	3	240	114	1,026	1,266
36	1	80	52	468	548
37	1	80	56	504	584
38	2	160	107	963	1,123
39	2	160	97	873	1,033
40	2	160	80	720	880
41	2	160	80	720	880
42	2	160	94	1,116	1,276
43	2	160	71	639	799
44	2	160	71	639	799
45	2	160	71	639	799
46	2	160	78	702	862
47	2	160	86	774	934
48	2	160	82	738	898
49	2	160	70	630	790
50	2	160	70	630	790
51	2	160	70	630	790
52	2	160	75	675	835
53	2	160	79	711	871
54	2	160	80	720	880
55	2	160	80	720	880
56	6	480	298	2,602	3,162
TOTALS	133	10,640	6,046	54,604	65,244.00

Section 2. STREET TREE LOCATION AND DESIGNATION

The street trees are generally located 40'-50' off center between the right-of-way sidewalk and the back of the curb. The driveway locations for each lot should be taken into consideration before the planting plan is initiated. The minimum size of a tree is 1-1/4" to 1-1/2" in diameter. The species of trees planted should be considered for uniformity.

ARTICLE X
MISCELLANEOUS

Section 1. SEVERANCE CLAUSE

Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 2. EXPIRATION DATE

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part, except that the covenants pertaining to the utilities shall not be subject to termination without the consent of the utilities herein concerned.

Section 3. GOVERNING LAWS

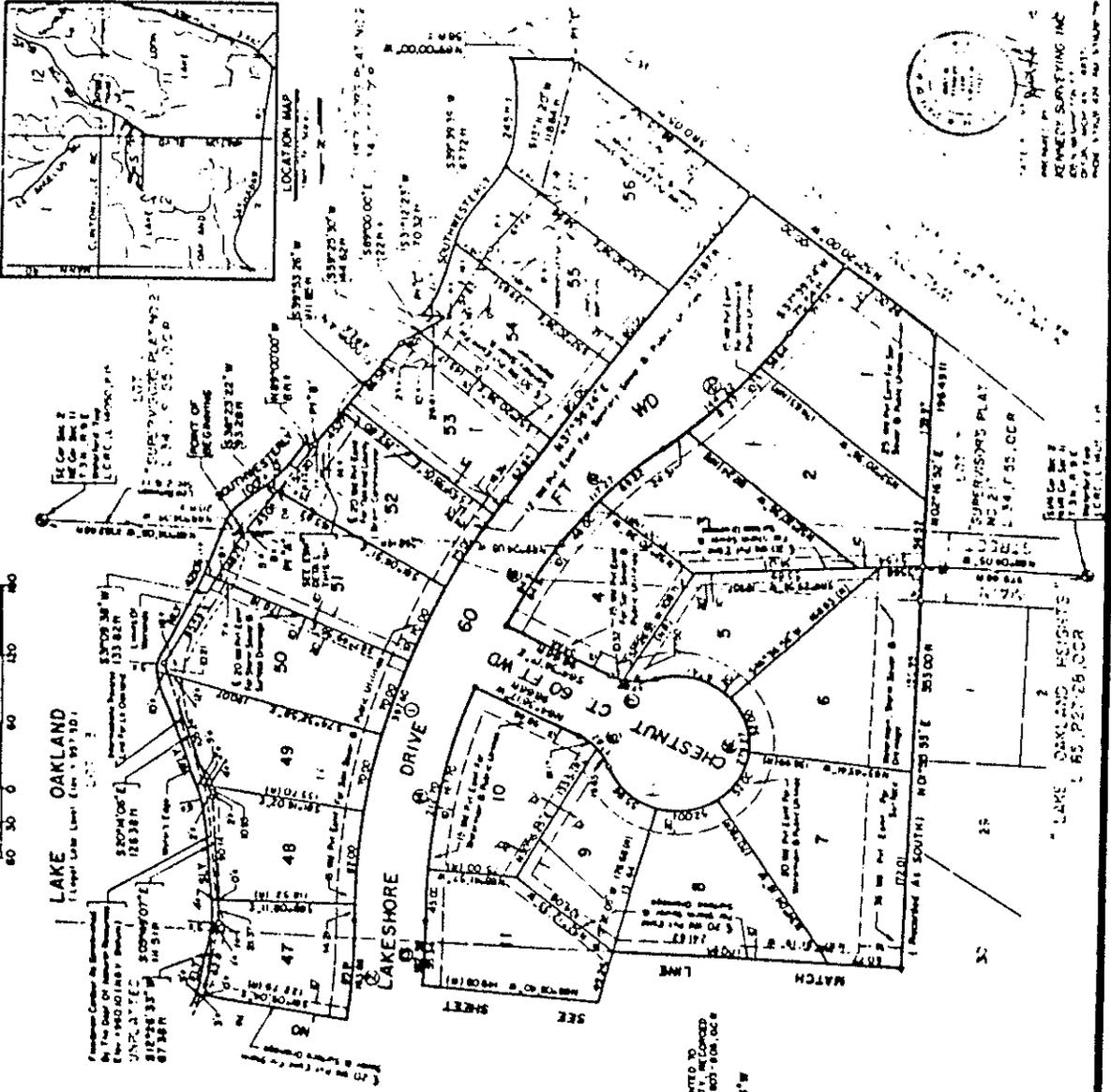
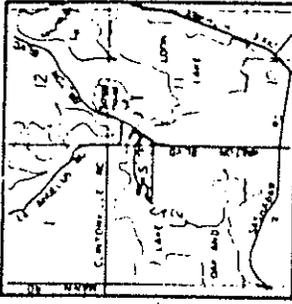
This agreement shall be governed by the laws of the State of Michigan, and any action to enforce these restrictions shall be brought in the Oakland County Circuit Court.

LIBER PAGE
SHEET 1 OF 8 SHEETS

LAKE OAKLAND ESTATES
A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 2 AND PART OF THE NORTHEAST 1/4 OF SECTION 11, T 13 N., R 9 E., WATERFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN

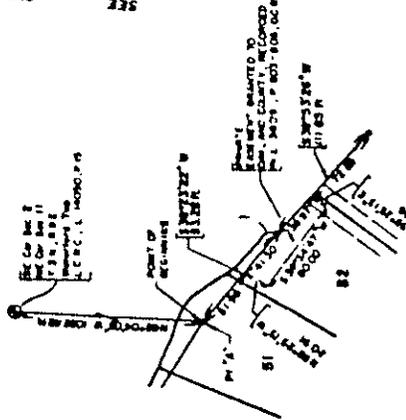


SCALE 1" = 50 FT.



- LEGEND**
- 1.1 All dimensions are in feet.
 - 2.1 12" diameter concrete monument with 1/2" diameter steel nails, 3/4" long, have been placed at all points marked "P".
 - 3.1 Lot corners have been marked with 1/2" diameter steel rods, 1 1/2" long, 1/4" diameter, with nuts and washers.
 - 4.1 The bearings have been established from the line between the 1/2" and 1" monuments, as shown on the plat.
 - 5.1 All dimensions are in feet.
 - 6.1 (R) - denotes non-radial lines.
 - 7.1 All dimensions on the curves are arc distances.

This plat is subject to restrictions as required by Act No. 2, P. A. 1947, as amended on certain lots with respect to the requirements of the Michigan Department of Public Health and the Michigan Department of Natural Resources which are recorded in Liber 14284, at pages 171 and 172 of this county.



DETAILS OF EASEMENT

LOT	AREA	PERCENT	ADJACENT	ADJACENT	ADJACENT
1	1.0000	1.67	1.0000	1.0000	1.0000
2	1.0000	1.67	1.0000	1.0000	1.0000
3	1.0000	1.67	1.0000	1.0000	1.0000
4	1.0000	1.67	1.0000	1.0000	1.0000
5	1.0000	1.67	1.0000	1.0000	1.0000
6	1.0000	1.67	1.0000	1.0000	1.0000
7	1.0000	1.67	1.0000	1.0000	1.0000
8	1.0000	1.67	1.0000	1.0000	1.0000
9	1.0000	1.67	1.0000	1.0000	1.0000
10	1.0000	1.67	1.0000	1.0000	1.0000
11	1.0000	1.67	1.0000	1.0000	1.0000
12	1.0000	1.67	1.0000	1.0000	1.0000
13	1.0000	1.67	1.0000	1.0000	1.0000
14	1.0000	1.67	1.0000	1.0000	1.0000
15	1.0000	1.67	1.0000	1.0000	1.0000
16	1.0000	1.67	1.0000	1.0000	1.0000
17	1.0000	1.67	1.0000	1.0000	1.0000
18	1.0000	1.67	1.0000	1.0000	1.0000
19	1.0000	1.67	1.0000	1.0000	1.0000
20	1.0000	1.67	1.0000	1.0000	1.0000
21	1.0000	1.67	1.0000	1.0000	1.0000
22	1.0000	1.67	1.0000	1.0000	1.0000
23	1.0000	1.67	1.0000	1.0000	1.0000
24	1.0000	1.67	1.0000	1.0000	1.0000
25	1.0000	1.67	1.0000	1.0000	1.0000
26	1.0000	1.67	1.0000	1.0000	1.0000
27	1.0000	1.67	1.0000	1.0000	1.0000
28	1.0000	1.67	1.0000	1.0000	1.0000
29	1.0000	1.67	1.0000	1.0000	1.0000
30	1.0000	1.67	1.0000	1.0000	1.0000
31	1.0000	1.67	1.0000	1.0000	1.0000
32	1.0000	1.67	1.0000	1.0000	1.0000
33	1.0000	1.67	1.0000	1.0000	1.0000
34	1.0000	1.67	1.0000	1.0000	1.0000
35	1.0000	1.67	1.0000	1.0000	1.0000
36	1.0000	1.67	1.0000	1.0000	1.0000
37	1.0000	1.67	1.0000	1.0000	1.0000
38	1.0000	1.67	1.0000	1.0000	1.0000
39	1.0000	1.67	1.0000	1.0000	1.0000
40	1.0000	1.67	1.0000	1.0000	1.0000
41	1.0000	1.67	1.0000	1.0000	1.0000
42	1.0000	1.67	1.0000	1.0000	1.0000
43	1.0000	1.67	1.0000	1.0000	1.0000
44	1.0000	1.67	1.0000	1.0000	1.0000
45	1.0000	1.67	1.0000	1.0000	1.0000
46	1.0000	1.67	1.0000	1.0000	1.0000
47	1.0000	1.67	1.0000	1.0000	1.0000
48	1.0000	1.67	1.0000	1.0000	1.0000
49	1.0000	1.67	1.0000	1.0000	1.0000
50	1.0000	1.67	1.0000	1.0000	1.0000
51	1.0000	1.67	1.0000	1.0000	1.0000
52	1.0000	1.67	1.0000	1.0000	1.0000
53	1.0000	1.67	1.0000	1.0000	1.0000
54	1.0000	1.67	1.0000	1.0000	1.0000
55	1.0000	1.67	1.0000	1.0000	1.0000
56	1.0000	1.67	1.0000	1.0000	1.0000
57	1.0000	1.67	1.0000	1.0000	1.0000
58	1.0000	1.67	1.0000	1.0000	1.0000
59	1.0000	1.67	1.0000	1.0000	1.0000
60	1.0000	1.67	1.0000	1.0000	1.0000

LIBEL
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SHEET 4 OF 6 SHEETS

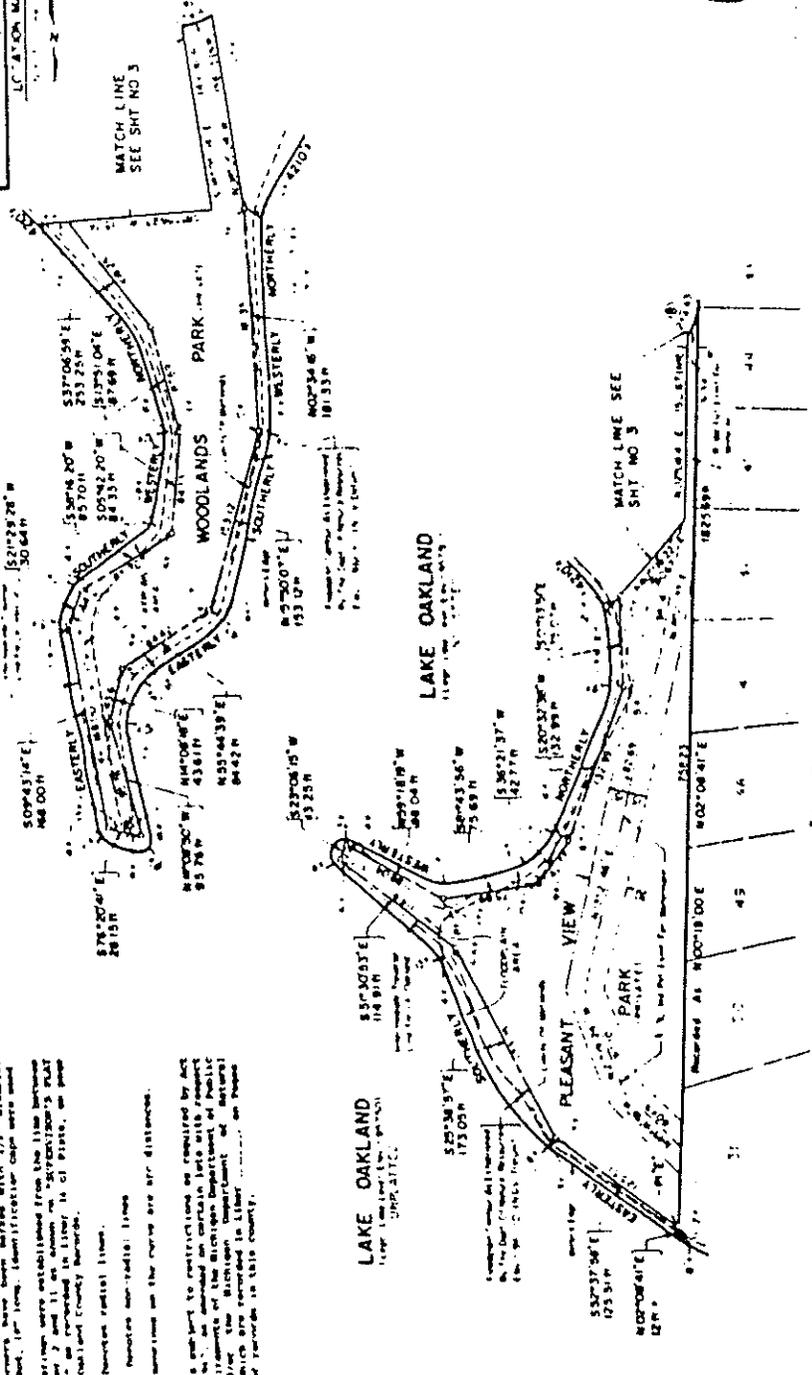
LAKE OAKLAND ESTATES
A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 2 AND PART OF THE NORTHEAST 1/4 OF SECTION 11, T 3 N., R 9 E., WATERFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN



LEGEND

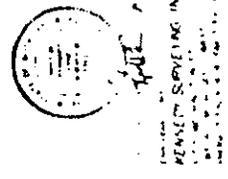
- 1. All dimensions are in feet.
- 2. All concrete curbs are shown with 1/2" diameter steel rods, 4' long, being placed at 12' intervals.
- 3. All concrete curbs are shown with 1/2" diameter steel rods, 4' long, being placed at 12' intervals.
- 4. The boundaries were established from the line between Sections 2 and 11 as shown on "PRELIMINARY PLAN No. 27" as recorded in Liber 16 of Plats, on page 27 of Oakland County Records.
- 5. All dimensions on the curve are arc distances.
- 6. All dimensions on the curve are arc distances.

This plat is subject to restrictions as required by Act 257 of 1907, as amended, on certain lots with respect to the use thereof for other than the purposes of Public Health and the Michigan Department of Natural Resources which are recorded in Liber 16 of Plats, on page 27 of Oakland County Records.



CURVE DATA

ARC	DELTA	TANGENT	CHORD	CHORD BEARING
100.00	1.1071487	100.00000	100.00000	90.00000
200.00	2.2142974	200.00000	200.00000	180.00000
300.00	3.3214461	300.00000	300.00000	270.00000
400.00	4.4285948	400.00000	400.00000	360.00000
500.00	5.5357435	500.00000	500.00000	450.00000
600.00	6.6428922	600.00000	600.00000	540.00000
700.00	7.7500409	700.00000	700.00000	630.00000
800.00	8.8571896	800.00000	800.00000	720.00000
900.00	9.9643383	900.00000	900.00000	810.00000
1000.00	11.0714870	1000.00000	1000.00000	900.00000



LIBEL 14284-17A

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SHEET 5 OF 6 SHEETS

LAKE OAKLAND ESTATES

A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 2 AND PART OF THE NORTHEAST 1/4 OF SECTION 11, T 3 N. R 9 E., WATERFORD TOWNSHIP, CAKLAND COUNTY, MICHIGAN

SURVEYOR'S CERTIFICATE

I have made such a survey, measurement and plan for the same as is shown on the attached map, and I certify that the same is a correct representation of a 1/2 section in water, and that the bearings, shown on the plan are approved by me, and that the bearings, shown on the plan are explained by the bearings on the plan.



PROPRIETOR'S CERTIFICATE

I hereby certify that the above is a correct representation of the land shown on the attached map, and that the same is a correct representation of the land shown on the attached map, and that the same is a correct representation of the land shown on the attached map.

[Handwritten signatures]

ACKNOWLEDGEMENT

I hereby certify that the above is a correct representation of the land shown on the attached map, and that the same is a correct representation of the land shown on the attached map, and that the same is a correct representation of the land shown on the attached map.

SURVEYOR'S CERTIFICATE
I have surveyed, divided and measured the land shown on this plan and have found that the same is a correct representation of the land shown on the attached map, and that the same is a correct representation of the land shown on the attached map, and that the same is a correct representation of the land shown on the attached map.

