

Recorded in Liber 16462,
Pages 75 through 87, at the
Oakland County Register of Deeds

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

WOODBRIAR SUBDIVISION
OXFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN
AS RECORDED IN LIBER 247 PAGES 4, 5, 6, 7 & 8 O.C.R.

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter referred to as the "Declaration"), is made this 8th day of May, 1996, by Oxford Development Limited Partnership, a Michigan limited partnership (hereinafter referred to as the "Declarant"), whose address is 1577 N. Woodward Avenue, Suite 240, Bloomfield Hills, Michigan 48304.

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Oxford Township, Oakland County, State of Michigan, as legally described on Exhibit A, which real property has been platted and is now known as Woodbriar Subdivision in accordance with a Plat recorded in Liber 247, Pages 4-8, Oakland County Records ("Subdivision"); and

WHEREAS, Declarant desires to impose upon the Subdivision (but not any property outside of the Subdivision, whether or not owned by Declarant) covenants, conditions, restrictions, easements, charges and liens in order to insure the most beneficial development of the Subdivision as a single family residential area, to prevent any use thereof which might tend to diminish its valuable or pleasurable enjoyment, and to assure the harmony, attractiveness and utility thereof, to provide for Lot Owners in the Subdivision to bear certain expenses, to impose other rights and obligations as set forth below, to provide for the preservation of certain services and facilities for the Subdivision and the permanent maintenance of such facilities by an Association comprised of Lot Owners in the Subdivision, to establish an Association to which shall be delegated the powers and responsibility to maintain and administer the facilities and certain Common Areas, which Association shall also be empowered to administer and enforce the covenants, conditions, restrictions, easements, charges and liens as set forth in this Declaration and to collect and disburse the assessments and charges hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that the Subdivision and each and every Lot therein shall be held, sold, transferred and conveyed subject to the following covenants, conditions, restrictions, easements, charges and liens which shall run with the Subdivision and each and every Lot therein and shall be binding upon and inure to the benefit of all parties having any right, title or interest in the Subdivision or any part thereof, their heirs, successors and assigns.

ARTICLE I

DEFINITIONS

As used in this Declaration, the following terms shall have the following meanings:

A. Architectural Control Committee. "Architectural Control Committee" shall mean the Committee appointed in accordance with the provisions of Article VIII below.

B. Area of Common Responsibility. "Area of Common Responsibility" shall mean and refer to the Common Areas (as hereinafter defined), together with those areas; if any, within or upon a Lot, the maintenance, repair or replacement of which shall be the responsibility of the Association.

C. Association. "Association" shall mean the Woodbriar Subdivision Homeowners Association, a Michigan nonprofit corporation to be organized for a perpetual term by the Declarant and in which all Lot Owners shall be Members.

D. Common Areas. "Common Areas" shall mean and refer to the private parks, and all other areas of land, if any, denoted as "Private Parks" on the recorded Plat of the Subdivision. "Common Areas" shall also mean and refer to any other areas intended to be owned by the Association and to be devoted to the common use and enjoyment of the Lot Owners, any improvements thereon and other areas such as common landscaped areas and landscape easements, walking paths, boulevard medians, green belts along roads, cul-du-sac islands, storm water detention areas, storm sewers and appurtenances not in County dedicated rights of way and detention areas, if any, and all areas of the Subdivision not privately owned or which may be transferred to the Association from time to time. Declarant may, from time to time, transfer any portion of the Subdivision to the Association. Such transfer shall be effective to convey all or any portion of the interest of Declarant to the Association who shall be deemed to have accepted such conveyance and who shall maintain said property as herein provided.

E. Dwelling. "Dwelling" shall mean a single family residential dwelling.

F. Lot. "Lot" shall mean any lot within the Subdivision, as such Lots are set forth in the Plat of the Subdivision.

G. Lot Owner. "Lot Owner" shall mean the holder of record title to a Lot conveyed by Declarant after creation of the Subdivision, whether one or more persons or entities, and shall include any optionees or land contract vendees of the Lot. The term "Lot Owner" shall not include any mortgagees unless and until such mortgagees shall have acquired fee simple title to such Lot by foreclosure or other proceeding or conveyance in lieu of foreclosure and shall not include any interest in a Lot held as security for the performance of any obligation. In the event more than one person or entity owns an interest in the fee simple title to any Lot, or has an interest as an optionee or a land contract vendee (other than Lots owned by Declarant), the interests of all such persons collectively shall be that of one Lot Owner. Notwithstanding the foregoing, the owner of the Subdivision on the date of this Declaration, Oxford Development Limited Partnership, a Michigan limited partnership, and its successors and assigns (collectively, "Oxford") shall be exempt from payment of any assessments or charges under this Declaration until the date of termination of that certain Option Agreement dated December 18, 1995 and executed between Oxford, as Seller, and HQZ Acquisitions, Inc., as Purchaser, a Memorandum of which was recorded in Liber _____, Page _____, Oakland county Records. From and after the date of such termination, Oxford shall be the Declarant under this Declaration.

H. Member. "Member" shall mean all Lot Owners who are members of the Association as hereinafter provided.

I. Structure. "Structure" shall mean any building, driveway, parking area, structure, Dwelling, garage, shed, outbuilding, fence, wall, gazebo, hedge, or any other improvement whether temporary or permanent in nature.

J. Subdivision. "Subdivision" shall mean the real property described in Exhibit "A" attached hereto and made a part hereof.

K. Township. "Township" shall mean and refer to OXFORD TOWNSHIP, Oakland County, Michigan.

...the ... of ...

...the ... of ...

...the ... of ...

...the ... of ...

...the ... of ...

...the ... of ...

...the ... of ...

...the ... of ...

...the ... of ...

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is subject to and shall be held, transferred, sold, conveyed and occupied pursuant to this Declaration is more particularly described in Exhibit A attached hereto and made a part hereof, and includes seventy-one (71) Lots plus the Common Areas.

ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

A. Membership. Every Lot Owner shall be a Member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment hereunder. Optionees or land contract vendees of Declarant shall not be Members of the Association, but shall be fully responsible for all assessments and charges imposed hereunder against the Lots purchased. No Lot Owner, whether one or more persons, shall have more than one (1) membership per Lot owned. In the event a Lot Owner is more than one person or entity, votes and rights of use and enjoyment shall be as provided herein.

B. Voting Rights. Each Member shall be entitled to one (1) vote for each Lot owned. When more than one person or entity holds an interest in any Lot ("multiple ownership"), all such persons shall be Members but in no event shall there be more than one vote cast with respect to any such Lot. When more than one person or entity holds an interest in any Lot, such vote shall be exercised as the holders of such interests may, among themselves, agree and they shall so notify the Association in writing prior to any vote. Where a Lot is subject to multiple ownership, and the Lot Owners fail or refuse to notify the Association of the manner in which the multiple owners shall exercise their single vote within fifteen (15) days of the date set for the meeting, then and in such event the Lot Owner whose name first appears on record title shall be deemed the Member authorized to vote on behalf of all the multiple Lot Owners and any vote cast in person or by proxy by said Lot Owner or the failure of said Lot Owner to vote shall be binding and conclusive on all such multiple Lot Owners.

Notwithstanding the foregoing, no Member, other than Declarant, shall have the right to vote on Association matters, and the Declarant shall have the exclusive right to establish bylaws for the Association and to appoint the Board of Directors of the Association, until the earlier to occur of: (a) such time as title to not less than ninety (90%) percent of the Lots in the Subdivision and the lots in any other subdivision combined with the Subdivision pursuant to Article II have been conveyed by Declarant's delivery of deeds thereto; and (b) such time as Declarant shall execute and deliver to the Association a written instrument executed by Declarant specifically relinquishing such exclusive voting rights. From and after the earlier of such dates, the Board of Directors shall be elected by the Members, and the Declarant shall have no further responsibilities with respect to the Association except for its responsibilities as a Member of the Association so long as it remains a Lot Owner.

ARTICLE IV

EASEMENTS AND PROPERTY RIGHTS IN THE COMMON AREAS

A. Lot Owner's Easement of Enjoyment. Every Lot Owner shall have a right and easement to use the Common Areas for their intended purposes, and such easement shall be appurtenant to and shall pass with title to every Lot, subject to the Covenants, Conditions and Restrictions of this Declaration.

B. Title to the Private Parks. By recordation of the Plat, Declarant dedicates and conveys the Common Areas to the use and enjoyment of the Lot Owners, free and clear of all liens and encumbrances, except easements and right-of-ways of record, and subject to the Covenants, Conditions and Restrictions of this Declaration.

C. Association's Rights in the Common Areas. The Association shall have the right to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Lot Owners; provided, however, that any dedication, transfer, or determination as to the conditions thereof shall be effective only upon execution of an instrument signed by Declarant or, upon the conveyance of more than ninety (90%) percent of the Lots in the Subdivision and the lots in any other subdivision combined with the Subdivision pursuant to Article II, by the holders of two-thirds (2/3) of all Members of the Association and which is recorded and confirms or approves such dedication, transfer or determination; and further provided, however, that any dedication, transfer or determination as to the conditions thereof shall be effective only upon the prior consent thereto being received from the Township. The Association shall comply with all applicable laws in connection with any such dedication, including but not limited to any applicable provisions of the Subdivision Control Act of 1967, MCLA 560.101-560.293 (the "Subdivision Control Act"). Anything contained herein to the contrary notwithstanding, Declarant shall have the exclusive right, subject to compliance with all applicable laws, including but not limited to any applicable provisions of the Subdivision Control Act, to grant public or private easements or rights-of-way to public or private utilities or governmental bodies in, over or upon the Common Areas, prior to conveyance to the Association and the Association shall receive the same subject thereto. Declarant shall also have the right to create recreational amenities within the Common Areas as may be approved by the Township prior to conveyance to the Association.

D. Woodbriar Drainage District. The storm drainage facilities for the Subdivision have been established as a county drain by agreement with the County Drain Commissioner (acting for and on behalf of the Woodbriar Drainage District). Certain of the Common Areas are subject to permanent easements for surface water drainage as part of the Woodbriar County Drain. Every Lot in the Subdivision is subject to assessments for the cost of inspection, maintenance, repair and replacement of the Woodbriar County Drain, all as provided in the Agreement between Declarant and the Oakland County Drain Commissioner (acting for and on behalf of the Woodbriar Drainage District) dated _____, 19__ and recorded in Liber __ Page _____ Oakland County Records.

ARTICLE V

MAINTENANCE AND ASSESSMENT COVENANT

A. Association Responsibilities. Except as hereinafter provided, the Association shall have the duty and responsibility to maintain the Common Areas for the benefit of the Subdivision.

B. Lien and Personal Obligation for Assessments and Charges. Declarant, for and on behalf of each and every Lot owned within the Subdivision, does hereby covenant and agree and each Lot Owner by acceptance of a deed therefor whether or not it shall be set forth therein, is deemed to covenant and agree to pay to the Association: (a) all annual assessments or charges when due; (b) special assessments, if any, for capital improvements to be established and collected as hereinafter set forth; and (c) charges assessed by the Township against the Subdivision or the Declarant which are direct or indirectly attributable to the construction of a home on the Lot as described in Paragraph G of this Article V and Paragraph H of Article VII, and each Lot Owner does covenant, agree and accept all of the terms, conditions, covenants and agreements hereof in accordance herewith. As provided in Article I above, the optionee or land contract vendee of any Lot shall be responsible for the payment of all assessments and charges imposed pursuant to this Declaration.

C. Purpose of Assessments. The purpose of the assessments levied by the Association shall be for the repair, maintenance, operation, management and improvement of the Common Areas, including but not limited to the payment of all taxes and insurance thereon, the repair and replacement thereof, the operation thereof, additions thereto and improvements thereon, and for the cost of labor, equipment, materials, management and supervision for and in conjunction therewith. Notwithstanding anything contained herein to the contrary, in the event

the Association fails or refuses to provide the necessary repairs, maintenance, operation, management and improvement of the Common Areas, then and in such event the Township shall have the right but not the obligation to assess all costs for the same under and pursuant to this Declaration and each Lot Owner consents to such assessment and agrees that such assessment shall be payable on demand to the Township. In addition to other methods of collection, the Township shall have the right to place such assessment on the Township tax rolls of the assessed property.

D. Annual Assessments. Until January 1 of the year immediately following the first conveyance by Declarant of a Lot to a Lot Owner who is a Member of the Association, the maximum annual assessment shall be Two Hundred Dollars (\$200.00) per Lot.

1. From and after the date of the first conveyance by Declarant of a Lot to a Lot Owner who is a Member of the Association, the maximum annual assessment may be increased or decreased annually as may be determined by Declarant or, after conveyance of more than ninety (90%) percent of the Lots in the Subdivision, by a vote of two-thirds (2/3) of each of the Members of the Association who are voting in person or by proxy, at a meeting duly called for this purpose, as needed to pay all costs, expenses and charges to carry out its purposes hereunder.
2. In the event the membership does not or cannot agree on any change from and after January 1 of the year immediately following the first conveyance of a Lot to a Lot Owner who is a Member of the Association, then and in such event the annual assessment shall continue at the rate of Two Hundred Dollars (\$200.00) per Lot or such other annual rate hereafter established by Declarant pursuant to Paragraph D.1. of this Article V; provided, however, that in the event of any annual deficit, the Board of Directors of the Association shall assess each Lot pro rata annually to pay any such deficits.

E. Special Assessments. In addition to the annual assessments provided for herein, the Association may levy special assessments applicable to an assessment year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement to an Area of Common Responsibility, provided, however, that any such special assessment shall first be approved by two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

F. Uniform Assessment Rate. All annual, special and deficiency assessments shall be fixed and established at the same rate for all Lots.

G. Notice and Quorum. Written notice of any membership meeting called for any purpose hereunder shall be sent by first class mail to all Members at least (30) days in advance of such meeting, and shall set forth the purposes thereof. At the first meeting of the Association, the presence of Members or of proxies entitled to cast thirty-five (35%) percent of all votes of the Members shall constitute a quorum. In the event the required quorum is not present at such meeting, another meeting may be called, upon notice as set forth herein, and the required quorum at such subsequent meeting shall be fifty (50%) percent of the required quorum at the preceding meeting.

H. Commencement Date of Annual Assessments. The first annual assessment shall commence and be due for each Lot from the Owner on the date legal or equitable title is acquired by an Owner to such Lot. In the event of land contract or option sales by Declarant, the land contract vendee or optionee shall be responsible for all assessments for the Lot sold on land contract or option from the date of the land contract or option. The amount of the annual assessment which shall be due for the first annual assessment shall be an amount which bears the same proportion to the annual assessment specified in Paragraph D of this Article V as the remaining number of months in that year bears to twelve (12). The annual assessments for any year, after the first assessment year, shall become due and payable on the first day of January of

each year; provided, however, that the Board of Directors, in its discretion may establish an installment program for payment of the annual, special or deficit assessments and may charge interest in connection therewith, but each such assessment shall be and become a lien on each Lot on January 1 of each year after the initial year.

I. Board of Directors' Duties. Subject to the foregoing provisions, the Board of Directors of the Association, which shall consist of at least three (3) and not more than seven (7) persons, shall fix the amount of the assessments against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall prepare a roster of the Lots and the assessments applicable thereto to be maintained in the office of the Association and which shall be open to inspection by any Owner at all reasonable times. Written notice of the assessment shall thereupon be sent to every Owner subject thereto and the Association shall, upon demand and payment of a reasonable charge, furnish to any Owner liable for such assessment a certificate in writing signed by an officer of the Association, which states whether such assessment has been paid and the amount of any due but unpaid assessments.

J. Effect of Non-Payment of Assessments or Charges. Personal Obligation of the Owner and Liens and Remedies of the Association. In the event any assessment or charge is not paid on the due date then such assessment or charge shall become delinquent and a lien therefor shall thereupon arise and shall, together with interest thereon and costs of collection therefor (as hereinafter provided), be and become a continuing lien of such Lot until paid in full, and such lien shall be binding upon the Lot, the Owner thereof and his or her heirs, personal representatives, successors and assigns. Such assessments and charges shall also be a personal obligation and debt of each Lot Owner and shall be binding upon each Lot Owner to pay such assessments and remain the Lot Owner's obligation and debt for the statutory period. Any successor or assign in or to title may obtain from the Association a written statement as to any unpaid assessments and charges on such Lot and such statement shall be binding upon the Association. In the event the assessment is not paid in full within thirty (30) days after delinquency, the assessment shall bear interest from the date of delinquency at the rate of seven (7%) percent per annum and the Association may bring an action at law against the Lot Owner personally obligated to pay the same or foreclose the lien against the Lot, and the costs of preparing and filing the complaint in such action and/or in connection with foreclosure shall be added to the amount of such assessment(s) and interest, and, in the event a judgment is obtained, the judgment shall include interest on the assessment(s) as above provided and reasonable attorneys' fees together with all costs and expenses of the action.

*rate for?
no freedom
by subunit*

K. Subordination of the Assessment Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and any sale or transfer of any Lot shall not affect the assessment lien; provided, however, that the sale or transfer of any Lot in connection with a mortgage foreclosure proceeding or any proceeding in lieu thereof, shall extinguish the lien of the assessments, interest and charges due prior to such sale or transfer, but in no event shall the prior Owner thereof be relieved of any liability whatsoever for such obligation and debt. No subsequent sale or transfer shall relieve such Lot from liability for any assessments, interest or charges which thereafter become due or from any lien therefor.

L. Exemptions and Modification of Assessments.

1. The Common Areas shall be exempt from any regular assessments, special assessments or deficiency assessments and from and against any liens or encumbrances therefor.
2. All Lots owned by Declarant shall be exempt from ninety (90%) percent of the annual assessments, special assessments and deficiency assessments. After conveyance of title to any Lot by Declarant to a Member or after Declarant's sale of a Lot on land contract or option, this exemption for each Lot shall thereupon cease and such Lot shall then be liable for the prorated balance of that year's established annual assessment and special assessment, if any; provided, however, that any Lots owned by Declarant

630
737/516

shall not be exempt from assessments by the Township for real property taxes and other charges.

3. The initial cost of development of the Common Areas for the purpose set forth on the Plat shall be borne and paid for by Oxford, and Oxford shall have no other obligation to construct improvements upon or develop any of the other Common Areas.

ARTICLE VI

ARCHITECTURAL CONTROL

A Lot Owner may only construct, install or place upon a Lot those Structures that have been approved in writing by the Architectural Control Committee in the manner set forth herein. Before construction of any Dwelling or Structure or making any exterior improvement, change, or elevation change upon any Lot, an Owner shall receive the written approval of the Architectural Control Committee. No application for a building permit or application for any other governmental approval or construction shall be filed until written approval of the Committee is received. No Structure shall be erected by anyone other than a licensed residential builder.

ARTICLE VII

BUILDING, USE AND OTHER RESTRICTIONS AND EASEMENTS

A. Residential Lots. The Lots in the Subdivision shall only be used except for residential purposes. No Lot in the Subdivision shall be used or shall have any improvement made to it or erected upon it in violation of the ordinances or requirements of Township or such other governmental entity as may have jurisdiction thereover. No Structure shall be erected, altered, placed or permitted to remain on any Lot subject hereto other than one (1) detached Dwelling which shall include an attached private garage (which shall not exceed twenty-five (25) feet in height) for the sole use of the Owner or occupant of the Lot upon which such Dwelling and garage shall have been erected; provided, that each Dwelling constructed upon any Lot shall have at least a two (2) car garage attached thereto, constructed at the time of and in conjunction with construction of such Dwelling; and subject, further, to the additional covenants, conditions and restrictions hereinafter set forth and imposed upon and against the Lots, or any portions thereof.

B. Square Footage and Type of Construction. No Dwelling shall be erected on any Lot in the Subdivision which has a ground floor area of the Structure, exclusive of one-story open porches and garages, of less than that permitted by the pertinent ordinances of the Township. No Structures may be moved onto any Lot in the Subdivision. All buildings shall be of brick veneer, frame, aluminum or other generally acceptable building materials or any combination thereof.

C. Lot Size. No Lot shall be divided and/or reduced in size by the conveyance of a part thereof, or by the use and/or addition of a part thereof in conjunction with or as part of any adjacent Lot to constitute a building site other than precisely as indicated within the recorded Plat of the Subdivision; provided, however, that if any of the Lots shall be altered and reduced in total area by the taking, use or purchase of a portion thereof for a public purpose by a public agency, this provision shall not apply to prohibit the construction of a Dwelling upon such Lot as reduced in size.

D. Building Lines. No Structure shall be placed, erected, installed or located on any Lot nearer to the front, side or rear Lot line than the distances shown on the Plat and as permitted by the ordinances of the Township in effect at the time of installation of such Structure. Front, rear and side yards smaller than above shall only be permitted if a variance from the setback or setbacks is granted by the Architectural Control Committee and from the Township. Approval

of a variance by the Architectural Control Committee of setbacks of less than those established above will be permitted if the grade, soil or other physical conditions pertaining to a Lot justify such a variance.

E. Nuisances. No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the other Lots or Lot Owners.

F. Reservation of Rights. Declarant reserves for itself and for the Association and their respective agents the right to enter upon any Lot for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of Declarant or the Association detracts from the overall beauty, setting and safety of the Subdivision. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. Declarant and the Association and their respective agents may likewise enter upon such land to remove any trash which has collected on such Lot without such entrance and removal being deemed a trespass. The provisions of this Paragraph shall not be construed as an obligation on the part of Declarant or the Association to mow, clear, cut, or prune any Lot nor to provide garbage or trash removal services.

H. Temporary Structures. Trailers, tents, shacks, tool sheds, barns or any temporary buildings of any design whatsoever are expressly prohibited within this Subdivision and no temporary Dwelling shall be permitted in an unfinished residential building. This shall not prevent the erection of a temporary storage building for materials and supplies to be used in the construction of a Dwelling, and which shall be removed from the premises on completion of the Structure, and shall not prevent use by any builder or contractor of trailers for material storage or model offices during the period of construction in the Subdivision, provided the same shall be removed at the completion of such construction.

I. Signs. No signs of any kind shall be displayed to the public view on any Lot except one (1) professional sign of not more than five (5) square feet advertising the property for sale. Such signs as are allowed must be maintained in good condition at all times and removed on the termination of their use.

J. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other household pets which may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

K. Refuse and Stored Materials. No Lot shall be used or maintained as a dumping ground or for outside storage for rubbish, trash, garbage or other materials. Other waste shall be kept in a sanitary container, properly concealed from public view.

L. Landscaping. Basic landscaping, including finish grading or sodding, must be completed within six (6) months after date of occupancy; provided, however, any person occupying a newly constructed Dwelling within the Subdivision between May 1 and September 1 of any year shall have basic landscaping completed within sixty (60) days after occupancy.

M. General Conditions:

1. No trailers, boats, boat trailers, campers, RV's, junk cars, motorcycles, motor homes or commercial vehicles, (other than those present on business), ATVs, other recreational vehicles of any kind, or any trailer used for any type or kind of vehicle may be parked in the Subdivision except within a private attached garage.
2. All mail boxes shall be of uniform size, color and name design shall be located uniformly with reference to the Dwellings in accordance with post office requirements.
3. No solar panel, solar collector or similar device shall be placed,

constructed, altered, or maintained on any Lot or placed, constructed, altered, or maintained on any Dwelling or Structure.

N. Fences and Walls. No fence or wall which surrounds the perimeter of a Lot shall be permitted. Fences not to exceed forty-eight (48) inches in height may be erected on the side and rear of each Lot, but shall not extend beyond the front setback line. All fences shall comply with the provisions of Article VII, Paragraph O below. All fences shall be subject to approval by and permitting requirements of the Township. Chain link fences are expressly prohibited.

O. Sight Distance at Intersection. No fence, wall, hedge, or shrub planting greater than three (3) feet in height above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of a street property line extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at least ten (10) feet above the ground, or such greater height as is necessary to prevent obstructions of such sight lines.

P. Utility Easements. Easements for the construction, installation and maintenance of public utilities, and for drainage facilities, are reserved as shown on the recorded Plat. Within all of the foregoing easements, unless the necessary approvals are obtained from the Township and any other appropriate municipal authority, no Structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such service facilities and utilities, including underground electrical and telephone local distribution systems, or which may change, obstruct or retard the flow or direction of water in and through drainage in the easements, nor shall any change, which may obstruct or retard the flow of surface water or be detrimental to the property of others, be made by the occupant in the finished grade of any Lot once established by the builder upon completion of construction of the Dwelling thereon. The easement area of each Lot and all improvements in it shall be maintained (in a presentable condition continuously) by the Lot Owner, except for those improvements for which a public authority or utility company is responsible, and the Lot Owner shall be liable for damage to service facilities and utilities thereon, including damage to electric, gas, and telephone distribution lines and facilities therein. Except as may be otherwise provided herein, each Lot Owner shall maintain the surface area of easements within his property, to keep weeds out, to keep the area free of trash and debris, and to take such action as may be necessary to eliminate or minimize surface erosion.

Q. Public Utilities. All public utilities such as water mains, sanitary sewers, storm sewers, gas mains, electric and telephone local subdivision distribution lines, and all connections to same, either private or otherwise, shall be installed underground; provided, however, that the above ground transformers, pedestals, cable and/or other feeder pole lines, and other above ground electric and telephone utility equipment associated with or deemed necessary by Consumers Power Company and the Michigan Bell Telephone Company, or the Declarant, for underground utility installations and distribution systems, and surface and offsite open drainage channels and facilities, as well as street lighting stanchions, shall be permitted. In addition, the Subdivision and each Lot therein is subject to the terms of an Agreement and to the terms of an Easement Grant and Declaration of Restrictions, in each case between the Declarant and Consumers Power Company and the Michigan Bell Telephone Company, which instruments may now be or will hereafter be recorded in the Oakland County Records, and in each case relating to the installation and maintenance of underground electric and communication service and facilities, and which instruments are, by this reference, incorporated herein. Notwithstanding the foregoing, the provisions and requirements of this Paragraph Q of Article VII shall not apply to utility poles and lines existing as of the date hereof.

R. Declarant's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards of the Declarant with respect to unsold Lots owned by Declarant. Anything herein

contained to the contrary notwithstanding, the Declarant, its successors and assigns, its or their agents, employees and sales representatives may use and occupy any Lot or Dwelling built in the Subdivision as a sales office for the handling of sales of Lots and/or Dwellings in said Subdivision or other lands in the Township owned by the Declarant, until all of the Lots and/or Dwellings to be built on said lands shall have been sold, and further, may construct fences otherwise in violation of Paragraph N of Article VII, above in front of, or along side of, model or display houses during such sales period; provided, however, that at such time as such model or display house is sold, any such fence or portion thereof otherwise in violation of Paragraph N of Article VII, above shall be removed by the builder of such model or display house.

S. Completion of Construction. The erection of any Dwelling or other Structure shall be completed and ready for occupancy within ten (10) months from start of construction. The exterior of all Dwellings and other Structures must be completed as soon as practical after construction commences, except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency or natural calamities. The repair of any Structure damaged by fire or otherwise shall be completed as rapidly as possible and should the Owner leave such Structure in any incomplete condition for a period of more than six (6) months, then Declarant, the Association, or their authorized representative, is authorized and empowered either to tear down and clear from the premises the uncompleted portion of such Structure, or to complete the same at their discretion, and in either event, the expense incurred shall be charged against the Owner's interest therein and shall be a lien upon said lands and premises.

ARTICLE VIII

ARCHITECTURAL CONTROL COMMITTEE

Except as otherwise expressly provided herein, the Architectural Control Committee shall have exclusive jurisdiction over the rights of approval and enforcement set forth in this Declaration. The Declarant shall have the exclusive right to appoint and remove all Members of the Architectural Control Committee in its sole discretion until such time as certificates of occupancy have been issued for Dwellings on 100% of the Lots in the Subdivision. There shall be no surrender of this right prior to the issuance of certificates of occupancy of Dwellings in 100% of the Lots in the Subdivision, except in a written instrument in recordable form executed by Declarant and specifically assigning to the Association the power to appoint and remove the Members of the Architectural Control Committee. From and after the date of such assignment or later expiration of Declarant's exclusive power of appointment and removal, the Architectural Control Committee shall be appointed by the Board of Directors of the Association, and Declarant shall have no further responsibilities with respect to any matters of approval or enforcement set forth herein. The Architectural Control Committee shall consist of at least one but no more than three persons. Neither Declarant nor any Member of the Architectural Control Committee shall be compensated from assessments collected from the Members of the Association for the time expended in architectural control activities.

ARTICLE IX

EXCULPATION FROM LIABILITY

In no event shall any party have the right to impose liability on, or otherwise contest judicially, the Declarant or the Association for any decision of the Declarant or the Association (or alleged failure of the Declarant or the Association to make a decision) relative to the approval or disapproval of a Structure or any aspect or other matter as to which Declarant reserves the right to approve or waive under this Declaration. The approval of the Declarant of a Structure or other matter shall not be construed as a representation or warranty that the Structure or matter 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 nonconformities, or to advise the Lot Owner or any other person of the same (even if known), is hereby disclaimed.

ARTICLE X

GENERAL PROVISIONS

A. Durttion. The Declaration and the covenants, conditions and restrictions herein created shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed and agreed to by the then Owners of two-thirds (2/3's) of the Lots has been recorded, changing said covenants, conditions and restrictions in whole or in part; provided, however, that no such agreement and instrument of change shall be effective unless made and recorded at least three (3) years in advance of the effective date of such change, and unless written notice of proposed agreement and instrument of change is sent to every Owner at least ninety (90) days in advance of any action taken; and provided, further, that no such agreement and instrument of change affecting, in any way, the Common Areas within the Subdivision shall be effective unless the prior consent thereto of the Township, by and through its Township Board, shall have first been obtained.

B. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Oakland County, Michigan Register of Deeds Office at the time of such mailing.

C. Amendment and Enforcement. The covenants, conditions, restrictions and agreements of this Declaration may be amended by Developer without the consent of any other Owner, any mortgagee of a Lot or any other person or entity whatsoever. In addition, Declarant, without the consent of any other Owner or any Mortgagee of a Lot or any other person or entity whatsoever, may amend this Declaration as may be necessary or required to comply with the requirements of any federal, state, county or local statute, ordinance, rule, regulation or formal requirement relating to the Subdivision or any part thereof, or to increase or decrease the amount of land described on Exhibit A of this Declaration. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

D. Severability. Invalidation of any one or more of these covenants by judgment or court order shall in no wise affect any other provisions which shall have full force and effect.

WITNESSES:

OXFORD DEVELOPMENT LIMITED PARTNERSHIP,
a Michigan limited partnership

By: /s/ Thomas A. Rosin
Its: President

/s/ Clara Schnoor

/s/ Margaret MacDonell

"Declarant"

*Type or print name of person signing.

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 8th day of May, 1996, by Thomas A. Rosin of Oxford Development Limited Partnership, a Michigan limited partnership, on behalf of Oxford Development Limited Partnership.

/s/ Gloria Davidson
Notary Public
Oakland County, Michigan
My commission expires: 2/24/97

*Type or print name of person signing

This instrument prepared by
and when recorded return to:
Kevin M. Kohls, Esq.
Honigman Miller Schwartz and Cohn
2290 First National Building
Detroit, Michigan 48226
(313) 256-7651

DET0599205.2