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Lakes of Indianwood Subdivision Assoc.

June 24, 2020

Attn: Board of Directors
540 N. Lapeer Road, #205
Lake Orion, MI 48362
board@loihoa.com
egszuch@gmail.com

VIA EMAIL AND FIRST CLASS MAIL

In Re: Articles of Incorporation, Bylaws, Amendments and Declarations

Our Client: Lakes of Indianwood Subdivision Assoc.
Our Reference Number: P4600/1

Dear Directors:

For the benefit of the new Directors, the following is a brief history of the creation of Lakes of Indianwood Subdivision Association (LOISA) and the documents which dictate how the Board of LOISA is to operate, enforce and maintain the subdivision and common areas.

LOISA is a Michigan nonprofit corporation, which was formed by Indianwood Limited Partnership on January 5, 1993. A copy of the Articles of Incorporation filed with the State of Michigan are attached hereto and marked **Exhibit 1**. The Articles of LOISA state that the purpose of the association is to own, operate and maintain common areas within the development. The Articles provide general details about the structure of corporation. LOISA operates by a Board of Directors. Said Directors manage the affairs of the corporation in accordance with the approved Bylaws. LOISA's initial Bylaws are attached hereto and marked **Exhibit 2**.

Past LOISA Boards subsequently amended the Bylaws in 2012. A copy of the Amended Bylaws are attached hereto and marked **Exhibit 3**. At this time, **Exhibit 3** represents the current set of Bylaws which I have in my possession.

Lakes of Indianwood was developed in phases. There was a total of seven (7) phases. Each phase was numbered 1 through 7. Below is the corresponding Lots for each phase:

Subdivision 1 – Lots 1-30
Subdivision 2 – Lots 31-36
Subdivision 3 – Lots 37-45
Subdivision 4 – Lots 46-109
Subdivision 5 – Lots 110-130
Subdivision 6 – Lots 131-168
Subdivision 7 – Lots 169-243

In Re: Articles of Incorporation, Bylaws, Amendments and Declarations

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Each Lot purchased within the 7 subdivisions are subject to Declarations of Restrictions. Those said restrictions set forth a variety of terms and conditions which all property owners must adhere to. It is up to the Board to enforce building requirements, architectural controls, maintain common areas and collect assessments. Said Declarations were recorded with the Oakland County Register of Deeds and periodically amended and recorded as each phase was developed. The Declarations of Restrictions for each phase is attached hereto as follows:

- Exhibit 4** – Subdivision 1, Lots 1-30
- Exhibit 5** – Subdivision 2, Lots 31-36
- Exhibit 6** – Subdivision 3, Lots 37-45
- Exhibit 7** – Subdivision 4, Lots 46-109
- Exhibit 8** – Subdivision 5, Lots 110-130
- Exhibit 9** – Subdivision 6, Lots 131-168
- Exhibit 10** – Subdivision 7, Lots 169-243

For the most part, the Declaration of Restrictions read the same as to each subdivision phase.

Occasionally, there is overlap between the Bylaws and the Declarations. However, the Board should look to the Articles and Bylaws for guidance conducting Board affairs and look to the Declarations for rules applying to the Lot owners.

I hope this information provides useful. Please call me if you have any questions.

Sincerely,


Bruce M. Pregler

/nl
encs.

EXHIBIT 1

FILED

RECEIVED

**ARTICLES OF INCORPORATION
OF
LAKES OF INDIANWOOD SUBDIVISION ASSOCIATION**

JAN 11 1993

JAN 06 1993

Michigan Dept. of Commerce
Corporation & Securities Bureau

Administrator
MICHIGAN DEPARTMENT OF COMMERCE
Corporation & Securities Bureau

These Articles of Incorporation are signed by the incorporator for the purpose of forming a nonprofit corporation pursuant to the provisions of Act 162, Public Acts of 1982, as amended (the "Michigan Nonprofit Corporation Act").

ARTICLE I

726 520

The name of the corporation (the "Association") is **LAKES OF INDIANWOOD SUBDIVISION ASSOCIATION.**

ARTICLE II

The Association is organized for the purpose of acquiring title to, owning, operating and/or maintaining certain private parks (the "Common Areas") situated in the Township of Orion, Oakland County, Michigan together with certain storm drainage collection facilities, located within the Subdivision, as defined below, and on property adjacent to the Subdivision, including storm sewer lines and a storm water sedimentation basin (collectively, the "Storm Drainage Facilities"). The Common Areas and the Storm Drainage Facilities are an Integral part of, and serve and benefit a residential subdivision known as Lakes of Indianwood Subdivision No. 1 (the "Subdivision") consisting of thirty (30) lots (the "Lots"), and appurtenant public streets. The Subdivision and Common Areas will be governed by a Declaration of Covenants and Restrictions pertaining thereto (the "Declaration"), imposed by Indianwood Limited Partnership, a Michigan limited partnership, (the "Declarant"), which is the owner of the Subdivision and the Common Areas, and which shall be binding upon, and shall inure to the benefit of each Lot, each owner of a Lot (the "Owners"), the Association and the successors and/or assigns of each Owner and the Association. In accordance with the Declaration, the Association will levy and collect annual assessments from each owner (the "Annual Assessments"), pursuant to an annual budget (the "Budget") adopted by the Board of Directors of the Association (the "Board"), for the purposes of operating, maintaining, improving, repairing, and replacing the Common Areas including, without limitation, the Storm Drainage Facilities (either directly, or through a management agent of maintenance contractor engaged by the Association). Each Budget adopted by the Board shall include an adequate allowance for the maintenance of the Common Areas, including the Storm Drainage Facilities. Under the circumstances described in the Declaration, the Board is also empowered to collect special assessments (the "Special Assessments") from the Owners as and when

required for the maintenance of the Common Areas. The Declaration applies uniformly to each Lot, whether vacant, or partially or fully improved. Each Lot will bear an equal share of each Annual Assessment and Special Assessment. Each Annual Assessment and Special Assessment will be secured by a lien (enforceable by the Association) on each Lot. Each Annual Assessment and Special Assessment will also be the Personal obligation of the Owner of each Lot. For purposes of these Articles of Incorporation the terms Subdivision and Lots shall include any additional subdivision lots, or condominiums located in Section 4 of the Township of Orion and or in Section 34 of the Township of Oxford which becomes subject to the Declaration either by decree of the Declarant or vote of the Association as provided for in the Declaration.

ARTICLE III

The Association shall have two classes of membership being Class A and Class B, as follows:

- (a) Class A membership shall be voting, and the Declarant shall be the only Class A member;
- (b) each owner of a Lot other than the Declarant shall be a Class B Member;
- (c) Class B membership shall be non-voting until the time specified in subsection (d) of this Article III, at which time all Owners (including the Declarant) shall be entitled to vote on a one vote per Lot basis (regardless of the number of Owners of any such Lot);
- (d) The Declarant shall have the sole vote in the Association, and the consequent right to appoint the Board of Directors of the Association (the "Board"), until such time as seventy-five (75%) percent of the lots or condominium units, as the case may be, in the Subdivision and in every subdivision of land or condominium development which in the future is annexed by the Declarant or the Association in accordance with Article XI, Section 4 of the Declaration, shall have occupied residences on them, or at such earlier time as may be designated in writing by the Declarant; and
- (e) at such time as seventy-five (75%) percent of the lots or condominium units, as the case may be, in the Subdivision and in every subdivision of land

and condominium development which in the future is annexed by the Declarant or the Association in accordance with Article XI, Section 4 of the Declaration, shall have occupied residences on them, or at such earlier time as may be designated in writing by the Declarant, Class B Members of the Association shall have the voting rights described in Subsection (d) of this Article III, and, thereafter, the Board shall be elected by the combine vote of the Class A and Class B members (in each case, voting on a one vote per Lot basis).

ARTICLE IV

The principal functions of the Association are (i) the enforcement of the provisions of the Declaration; (ii) the collection and disbursement of Assessments; (iii) the establishment of reasonable rules and regulations for the use of Common Areas; (iv) the maintenance of the Common Areas; and (v) the promotion of the interests of the Owners. As used in these Articles of Incorporation, the term "Maintenance of the Common Areas" shall be deemed to include, without limitation, the following:

- (a) the operation, maintenance and improvements of the Common Areas, including, without limitation, the maintenance of the entrance monuments, walls, landscaping, irrigation systems and established grades within the Common Areas;
- (b) the maintenance and improvement of the boulevard, cul-de-sac and eyebrow islands, and the public walkways, if any, within the Subdivision;
- (c) improvement of the landscaping within the Common Areas, including, without limitation, the installation of sod, and the planting of trees, flowers, shrubs and other plant materials;
- (d) Maintenance of the landscaping within the Common Area, including, without limitation, the cutting of grass, weeds and other growing materials;

- (e) the installation of additional facilities, improvements and landscaping within the Common Areas;
- (f) control of undesirable insects and animals within the Common Areas;
- (g) removal of trash, paper and debris from the Common Areas;
- (h) the operation and maintenance of the storm water sedimentation basin within the Common Area, including, without limitation, the maintenance repair and replacement of any pipe, drain, valve, grate or opening in the storm water sedimentation basin, and all pipes or lines leading into or out of the storm water sedimentation basin;
- (i) maintenance of the landscaping and slopes in and around the storm water sedimentation basin;
- (j) payment of all real estate taxes, special assessments and other charges upon the Common Areas imposed or levied by any appropriate governmental authority;
- (k) the payment of insurance expenses in regard to the Common Areas and the Association; and
- (l) each and every other act necessary to protect and preserve the Common Areas for their intended purposes, including, but not limited to, the proper functioning of the Storm Drainage Facilities at all times.

ARTICLE V

The Association is organized on a nonstock membership basis. The Association will be financed solely by means of the Annual Assessments and Special Assessments.

ARTICLE VI

The business and affairs of the Association shall be managed by a Board of five (5) members (the "Directors"), provided the Board may contain between one (1) and five (5) members at any time until the Class B Members become eligible to vote pursuant to the Article III herein. At the first

annual meeting held after the Class B members become eligible to vote pursuant to the Article III herein, the Board shall be elected by a combined vote of the Class A and Class B members. Prior to such time, the Board shall be elected by the Class A member.

ARTICLE VII

The resident agent of the Association is Laurie Cole. The address of the registered office of the Association, and of the resident agent, is 2025 West Long Lake Road, Suite 104, Troy, Michigan 48098.

ARTICLE VIII

The name and address of the sole incorporator of the Association is Jeffrey L. Goldfarb, 1401 Beaubien, Detroit, Michigan 48226.

ARTICLE IX

The majority of the gross income of the Association will be derived from Annual Assessments and Special Assessments. No part of the net earnings of the Association will inure to the benefit of any individual, other than by and/or through (i) the appropriate maintenance of the Common Areas, or (ii) a prorata refund of any excess Annual Assessment or Special Assessment.

ARTICLE X

Membership in the Association by each Owner is a mandatory condition of Lot ownership. Every Person who or which is the Owner of a Lot shall be a member of the Association. Membership in the Association is, and shall be, appurtenant to and may not be separated from, ownership of any Lot. Notwithstanding the above, the termination of any person's ownership interest in any Lot, and the consequent termination of such person's membership in the Association, shall not relieve such person from any debt or obligation attributable to such lot which accrued or arose during the period such person was an Owner of such Lot.

ARTICLE XI

Any action required or permitted to be taken at a regular or special meeting of the Board may be taken without a meeting, without prior notice, and without a vote, if a consent in writing, setting forth the action so taken, is signed by all the Directors.

ARTICLE XII

The following is a current list of the Association's assets:

A. Real Property.

None.

B. Personal Property.

None.

ARTICLE XIII

A. A Director shall not receive anything of value from the Association for such service, other than the reimbursement for actual, reasonable, and necessary expenses incurred by such Director in such capacity. Accordingly, each Director shall be considered to be a "volunteer director", as that term is defined in the Michigan Nonprofit Corporation Act.

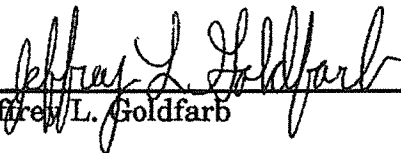
B. A Director shall not be personally liable to the Association or its members for monetary damages for breach of such Director's fiduciary duty, except for liability:

- (1) for any breach of the Director's duty of loyalty to the Association or its members;
- (2) for acts or omissions not in good faith or that involve intentional misconduct or knowing violation of law;
- (3) for a violation of Section 551(1) of the Michigan Nonprofit Corporation Act;
- (4) for a transaction from which a Director derived an improper personal benefit; and
- (5) for any acts or omissions that are grossly negligent.

C. The Association hereby assumes all liability to any person other than the Association or its members for all acts and omissions of a Director occurring on or after the date of filing of these Articles of Incorporation, incurred in the good faith performance of such Director's duties as a Director; provided, however, that the Association shall not be

considered to have assumed any liability to the extent such assumption is inconsistent with the status of the Association as an organization described in Section 501 (c) (3) of the Internal Revenue Code of 1986, or comparable provisions of subsequent legislation.

I, the sole incorporator, sign my name on this 5th day of January, 1993



Jeffrey L. Goldfarb

DOCUMENT TO BE RETURNED
TO:

Andrew M. Coden
2025 W. Long Lake Road, Suite 104
Troy, Michigan 48098

NAME OF ORGANIZATION
REMITTING FEES:

Indianwood Limited Partnership
2025 W. Long Lake Road, Suite 104
Troy, Michigan 48098

PREPARER'S NAME AND
TELEPHONE NUMBER:

Jeffrey L. Goldfarb
(313) 961-4646

EXHIBIT 2

**BYLAWS
OF
LAKES OF INDIANWOOD SUBDIVISION ASSOCIATION**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is **LAKES OF INDIANWOOD SUBDIVISION ASSOCIATION** (hereinafter the "Association"). The principal office of the Association shall be located 2025 West Long Lake Road, Suite 104, Troy, Michigan 48098. The location of the principal office of the Association may be changed by the Declarant (Indianwood Limited Partnership) or the Board of Directors. Meetings of Members and directors may be held in such places within Oakland County, Michigan, as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

All terms defined in the Declaration of Covenants, Conditions and Restrictions of Lakes of Indianwood Subdivision recorded in the office of the Register of Deeds of Oakland County, Michigan (the "Declaration") and the Articles of Incorporation of the Association, shall have the same meanings when used herein.

**ARTICLE III
MEMBERSHIP AND VOTING RIGHTS**

Membership and voting rights shall be as provided for in Article III of the Articles of Incorporation of the Association.

**ARTICLE IV
MEETINGS OF MEMBERS**

Section 1. Annual Meetings. The first annual meeting of the Members shall be held at the time and place specified by the Board of Directors in the notice to Members of the meeting pursuant to the Declaration; provided that so long as Declarant has not relinquished its Class "A" membership voting rights or conveyed title to all of the Lots in the entire Lakes of Indianwood development, Declarant shall determine the time and place of the first annual meeting. Each subsequent regular annual meeting of the Members shall be held in the same month of each year thereafter on the day, at the hour, and at the place specified in the notice to the Members of the meeting.

Section 2. Special Meetings. After such time as Declarant has either relinquished its exclusive voting rights or conveyed title to all of the Lots in the entire Lakes of Indianwood development, Special meetings of the Members may be called at any time by the President or a

majority of the members of the Board of Directors or upon the written request of the Members entitled to one fourth (1/4) of the votes of the entire membership.

Section 3. Place of Meetings. Meetings of the Members shall be held at such place within Oakland County, Michigan, as may be determined by Declarant or the Board of Directors.

Section 4. Notice of Meetings. Except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws, written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, to each Member entitled to vote at such meeting, by hand delivery or by mailing a copy of such notice, postage prepaid, addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice. Notice shall be mailed or delivered not less than ten (10) days nor more than thirty (30) days before the date of the meeting. Such notice shall specify the place, day and hour of the meeting, and, in case of special meeting, the exact purpose of the meeting, including the text of any proposals to be voted on at such special meeting. Waiver by a Member in writing of the notice required herein, signed by him before or after such meeting, shall be equivalent to the giving of such notice.

Section 5. Quorum. Except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws, the presence at a meeting of Members or their proxies entitled to cast one-third (1/3) of the votes of the entire membership shall constitute a quorum for any action. If, however, a quorum is not present or represented at any meeting, the Members or their proxies present and entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented.

Section 6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Site.

Section 7. Informal Action by Members. Any action which may be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the persons who would be entitled to vote upon such action at a meeting and filed with the Secretary of the Association to be kept in the minute book of the Association.

ARTICLE V BOARD OF DIRECTORS

Section 1. General Powers. The business and affairs of the Association shall be managed by a Board of Directors.

Section 2. Number, Term and Qualification. The number of directors of the Association shall be three (3) until the first annual meeting of the Association, at which time the number of Directors shall be increased to five (5). At the first annual meeting, the Members

shall elect one director to serve for a term of one year, two directors to serve for a term of two years, and two directors to serve for a term of three years.

At each annual meeting thereafter, the Members shall elect the number of directors needed to fill the vacancy or vacancies created by the director or directors whose term(s) is (are) expiring, to serve for a term of three years (except in the case of the initial election of a director, in which case the term of that director may be shortened to provide for the staggering set forth in this Section, or in the case of the filling of a vacancy, in which case the director elected to fill the vacancy shall be elected for the unexpired term of the director whose vacancy is being filled).

The term of the office of the directors shall be staggered so that, except for an election to fill a vacancy or to fill a newly-created directorship, the terms of not less than one (1) nor more than three (3) directors shall expire at each annual meeting. Each director shall hold office until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualified. Directors need not be members of the Association.

At the sole option of Declarant, the Association may function without a Board of Directors (*i.e.*, through Declarant) until such time as the Members of the Association elect a non-Declarant Board of Directors.

Section 3. Nomination. Nomination for election to the Board of Directors may be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting of the Members. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-members.

Section 4. Election. Except as provided in Section 6 of this Article, the directors shall be elected at the annual meeting of the Members by secret written ballot. In such election, the Members or their proxies may cast, with respect to each vacancy, as many votes as they are entitled under the provisions of Article III of these Bylaws. The person(s) receiving the highest number of votes shall be elected. Neither cumulative voting nor fractional voting is permitted.

Section 5. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association.

Section 6. Vacancies. A vacancy occurring in the Board of Directors may be filled by the selection by the remaining directors of a successor, who shall serve for the unexpired term of his predecessor. The Members may elect a director at any time to fill any vacancy not filled by the directors.

Section 7. Compensation. No director shall receive compensation for any serve he may render to the Association in the capacity of director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE VI MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least annually, without notice, and at such place and hour as may be fixed from time to time by resolution of the Board. Should the date of such meeting fall on a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of the business. Every act or decision done or made by a majority of the directors present at a duly-held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Informal Action by Directors. Any action which may be taken at a meeting of the Board of Directors may be taken without a meeting if written consent to the action so taken is signed by all the directors and filed with the minutes of the proceedings of the Board, whether done before or after the action so taken.

Section 5. Chairman. A Chairman of the Board of Directors shall be elected by the directors and shall preside over all Board meetings until the President of the Association is elected. Thereafter, the President shall serve as Chairman. In the event there is a vacancy in the office of the President, a Chairman shall be elected by the Board of Directors to serve until a new President is elected.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and the personal conduct of the Members and their guests thereon and establishing penalties for infractions thereof, and adopt and publish rules and regulations interpreting and/or supplementing the restrictions and covenants applicable to the Properties, and take any and all actions deemed by the Board to be necessary or appropriate to enforce such rules and regulations;

(b) suspend a Member's voting rights during any period in which he shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after such notice and hearing as the Board, in its sole discretion, shall establish, for a period not to exceed 60 days, for infraction of the published rules regulations of the Association;

(c) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Members by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors without good cause;

(e) employ a manager (including Declarant; as provided in the Declaration) and such other employees or independent contractors as it deems necessary and prescribe their duties, and contract with a management company to manage the operation of the Association. In the event that a contract is entered into with a management company, such contract must be terminable by the Board of Directors without cause or penalty on not more than ninety (90) days' notice and any management contract made with Declarant shall be for a period not to exceed three years;

(f) employ attorneys, accountants and other persons or firms to represent the Association when deemed necessary;

(g) grant easements for the installation and maintenance of sewage, utility or drainage facilities upon, over, and under and across the property owned by the Association without the assent of the Members when such easements are necessary for the convenient use and enjoyment of the Properties; and

(h) appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or after such time as Declarant has either relinquished its exclusive voting rights or conveyed title to all of the Lots in the entire Lakes of Indianwood development, at any special meeting when such statement is requested in writing at least five (5) working days before such meeting by Members entitled to at least one-fourth (1/4) of the votes;

(b) supervise all officers, agents and employees of the Association and see that their duties are properly performed;

(c) except as may be limited by the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days before January 1 of each year;

(2) send written notice of such assessment to every Owner subject thereto at least fifteen (15) days before January 1 of each year; and

(3) as to any Lot for which an assessment remains unpaid, bring an action at law against the Owner personally obligated to pay the assessment and/or foreclose the lien against such Lot.

(d) issue, or cause an appropriate officer of the Association to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be established by the Board of Directors for the issuance of such certificate. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of payment;

(e) procure and maintain: (i) adequate liability insurance covering the Association; (ii) officers' and directors' errors and omissions insurance; and (iii) full replacement value hazard insurance on the real and personal property owned by the Association;

(f) cause the Common Area and all facilities erected thereon and any portions of any Lot for which the Association has maintenance responsibility to be maintained;

(g) establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of the improvements constructed on the Common Area;

(h) provide such notices to and obtain such consents from the owners and holders of first deeds of trust on Lots within the Properties as is required by the Declaration or these Bylaws;

(i) pay all ad valorem taxes and public assessments levied against the real and personal property owned in fee by the Association;

(j) hold annual and special meetings and elections for the Board of Directors; and

(k) prepare annual budgets and financial statements for the Association and make same available for inspection by the Members and their agents at all reasonable times.

Section 3. Enforcement. Notwithstanding anything to the contrary in this Article, the Board is authorized to enforce any provision of the Rules by self-help methods (specifically including, but not limited to, the towing of Owner and tenant vehicles parked in violation of parking rules) or by action at law or in equity to enjoin any violation or to recover monetary damages or both. In any such action, to the maximum extent permissible, the Association shall be entitled to recover all costs of such action, including reasonably attorney's fees incurred. Any entry onto any Lot for purposes of exercising this power of self-help shall not be deemed as trespass.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of the Association shall be President, who shall at all times be a member of the Board of Directors, a Secretary, a Treasurer, and such Vice President(s) and other officers as the Board may from time to time by resolution appoint.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless they shall sooner resign, be removed, or be otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by the Board. The person appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article. Notwithstanding the foregoing, the offices of Secretary and Treasurer may be held by the same person.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The President shall: preside at all meetings of the Board of Directors and of the Members; see that orders and resolutions of the Board are carried out; sign all leases, promissory notes, mortgages, deeds and other written instruments; and, in the absence of the Treasurer, sign all checks.

(b) Vice President. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The Secretary shall: record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring a seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association and their addresses; and perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall: receive and deposit in appropriate bank accounts all fund of the Association and disburse such funds as directed by resolution of the Board of Directors; keep proper books of account; issue, or cause to be issued, all requested certificates setting forth whether the assessments applicable to a specific Lot have been paid; cause an annual audit of the Association books to be made by an independent public accountant at the completion of each fiscal year; prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the Members; and, if directed by resolution of the Board of Directors, sign all checks of the Association.

ARTICLE IX COMMITTEES

The Board of Directors of the Association may appoint a Nominating Committee as provided in Section 3 of Article V of these Bylaws. The Board of Directors shall also appoint the architectural control committee and such other committees as it deems necessary to carry out the affairs of the Association.

ARTICLE X BOOKS AND RECORDS

The books, records and papers of the Association shall, at all times during reasonable business hours, be subject to inspection by any Member or his agent. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI MISCELLANEOUS

Section 1. Corporate Seal. The Association may have a seal in a circular form having within its circumference the words: Lakes of Indianwood Association, and such seal, as impressed in the margin hereof, is hereby adopted as the corporate seal of the Association.

Section 2. Amendments. Except as otherwise provided herein, these Bylaws may be amended or repealed and new bylaws adopted at any regular or special meeting of the Board of Directors by the affirmative vote of a majority of the directors then holding office.

These Bylaws may also be amended or repealed and new bylaws adopted at any regular or special meeting of the Members, by the affirmative vote of two-thirds of the votes cast at such meeting, subject to normal quorum requirements, provided however, that so long as Declarant has not relinquished its Class "A" membership voting rights or conveyed title to all of the Lots in the entire Lakes of Indianwood development, Declarant shall be vested with the sole voting rights of the Association with regard to amendment of the Bylaws.

No bylaw adopted or amended by the Members shall be amended or repealed by the Board of Directors, except to such extent that such by-law expressly authorizes its amendment or repeal by the Board of Directors.

Section 3. Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

Section 4. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 5. Gender. Any use of the masculine gender in these Bylaws shall be construed to include the feminine gender. Any use of the singular shall be construed, as appropriate, to include the plural.

EXHIBIT 3

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2012 MAR 12 AM 1:20

45456
LIBER 43928 PAGE 86
\$61.00 HISC RECORDING
\$4.00 RENOVEMENTATION
03/12/2012 01:50:29 P.M. RECEIPT# 22579
PAID RECORDED - OAKLAND COUNTY
BILL BULLARD JR, CLERK/REGISTER OF DEEDS

AMENDMENT TO THE BYLAWS OF
LAKES OF INDIANWOOD SUBDIVISION ASSOCIATION

WHEREAS, the association known as, LAKES OF INDIANWOOD SUBDIVISION ASSOCIATION (LOISA), is a Michigan nonprofit corporation with its offices located at 540 N. Lapeer Road, #250, Lake Orion, Michigan 48362. LOISA acting through its duly constituted Board of Directors manages and enforces the Declarations of Restrictions and Bylaws, as amended for Lakes of Indianwood Subdivisions Numbers 1, 2, 3, 4, 5, 6 and 7 for the benefit of all owners of lots legally described as:

See Attached legal description attached hereto as **Exhibit 1**

180
R

WHEREAS, LOISA is a Michigan nonprofit corporation duly formed on January 11, 1993. LOISA adopted Bylaws at its formation. Attached hereto is a copy of the initial Bylaws marked **Exhibit 2**.

WHEREAS, the Board of Directors of LOISA pursuant to Article XI, Section 2 of the Bylaws, may amend, repeal, adopt new Bylaws at any regular or special meeting of the Board of Directors by the affirmative vote of a majority of the Directors then holding office.

WHEREAS, the Board of Directors amended its Bylaws at its duly noticed meeting on January 24, 2006 by an affirmative vote of the majority of the Board of Directors. Attached hereto is a copy of the first amendment marked **Exhibit 3**.

WHEREAS, the Board of Directors amended its Bylaws at its duly noticed meeting on June 8, 2006 by an affirmative vote of the majority of the Board of Directors. Attached hereto is a copy of the second amendment marked **Exhibit 4**.

O.K.

O.K. - GK

WHEREAS, the Board of Directors amended its Bylaws at its duly noticed meeting on January 30, 2012 by an affirmative vote of the majority of the Board of Directors.

NOW THEREFORE, the Board of Directors of LOISA hereby amends the Bylaws of Lakes of Indianwood Subdivision Association as follows:

Third Amendment to the Bylaws dated January 30, 2012 is attached hereto marked Exhibit 5.

- 1. All Bylaws and their amendments not specifically amended by this third amendment identified in Exhibit 5 shall continue in full force and effect.
- 2. The invalidity of any Bylaw or its amendments shall not affect the remaining portions and shall be considered as if such invalidity had not been contained therein.

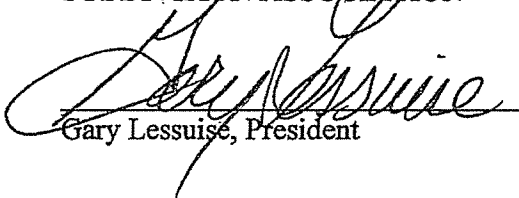
IN WITNESS HEREOF, the undersigned have caused this amendment to be executed on February 29, 2012.

IN PRESENCE OF:

LAKES OF INDIANWOOD
SUBDIVISION ASSOCIATION



Witness - Nicole L. Newton



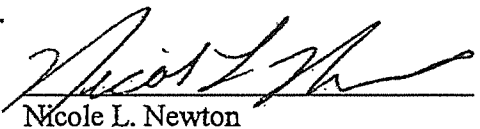
Gary Lessuise, President



Witness - Shoti Ali-Jones

STATE OF MICHIGAN)
) ss.:
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 29 day of February, 2012, by Gary Lessuise, President of Lakes of Indianwood Subdivision Association, a Michigan nonprofit corporation, on behalf of the corporation.



Nicole L. Newton
Notary Public, Genesee County, MI
My Commission Expires: 06/02/2013
Acting in Oakland County, MI

DRAFTED BY and WHEN
RECORDED, RETURN TO:
Bruce M. Pregler
FACCA, RICHTER & PREGLER, P.C.
6050 Livernois
Troy, Michigan 48098
(248) 813-9900

LEGAL DESCRIPTION

A. Lakes of Indianwood Subdivision No. 1 ("Subdivision No. 1") located in the Township of Orion, Oakland County, Michigan, and more particularly described as:

Lots 1 through 30, both inclusive, and Indianwood Park and Paint Creek Park of Lakes of Indianwood Subdivision No. 1, of part of the Northeast ¼ of Section 4, T.4N., R. 10E., Township of Orion, Oakland County, Michigan, according to the plat thereof as recorded in Liber 222 of Plats, Pages 15 through 19, both inclusive, Oakland County Records; 09-04-252-000 entire.

B. Lakes of Indianwood Subdivision No. 2 ("Subdivision No. 2") located in the township of Orion, Oakland County, Michigan, and more particularly described as:

Lots 31 through 36, both inclusive, and Indian Meadows Park and Pinewood Park of Lakes of Indianwood Subdivision No. 2, of part of the Northeast ¼ of Section 4. T.4N., R. 10E., Township of Orion, Oakland County, Michigan, according to the plat thereof as recorded in Liber 238 of Plats, Pages 27 through 29, both inclusive, Oakland County Records; 09-04-226-000 entire.

C. Lakes of Indianwood Subdivision No. 3 ("Subdivision No. 3") located in the Township of Oxford, Oakland County, Michigan, and more particularly described as:

Lots 37 through 45, both inclusive, and Deer Path Trail Park East, Deer Path Trail Park West and Pinewood Park North of Lakes of Indianwood Subdivision No. 3, of part of the Southeast ¼ of Section 33 and the Southwest ¼ of Section 34, T. 5N., R.10E., Township of Oxford, Oakland County, Michigan, according to the plat thereof as recorded in Liber 239 of Plats, Pages 4 through 7, both inclusive, Oakland County Records; 04-33-477-000 entire.

D. Lakes of Indianwood Subdivision No. 4 ("Subdivision No. 4") located in the Township of Oxford, Oakland County, Michigan, and more particularly described as:

Lots 46 through 109, both inclusive, and Deer Path Trail Park North and Duck Lake Park West, of Lakes of Indianwood Subdivision No. 4, of part of the Northeast ¼ and Southeast ¼ of Section 33 and part of the Southwest ¼ of Section 34, T. 5N., R. 10 E., Oxford Township, Oakland County, Michigan, according to the Plat thereof, as recorded in Liber 249 of Plats, Pages 38 through 50, both inclusive, Oakland County Records; 04-33-476-000 entire.



E. Lakes of Indianwood Subdivision No. 5 ("Subdivision No. 5"), located in the Township of Oxford, Oakland County, Michigan, and more particularly described as:

Lots 110 through 130, both inclusive of Lakes of Indianwood Subdivision No. 5, part of the Northeast $\frac{1}{4}$ of Section 33, T.5 N., R.10 E., Oxford Township, Oakland County, Michigan, according to the plat thereof as recorded in Liber 257 of Plats, Pages 1 through 4, both inclusive, Oakland County Records; 04-33-481-000 entire.

F. Lakes of Indianwood Subdivision No. 6 ("Subdivision No. 6"), located in the Township of Oxford, Oakland County, Michigan, and more particularly described as:

Lots 131 through 168, both inclusive, and Arrowhead Park, Boyd Park, Bridge Park and Walkway Park, of Lakes of Indianwood Subdivision No. 6, part of the Southwest $\frac{1}{4}$ of Section 34, T. 5N., R. 10E., Oxford Township, Oakland County, Michigan according to the plat thereof as recorded in Liber 267 of Plats, Pages 6 through 14, both inclusive, Oakland County Records; 04-34-352-000 entire.

G. Lakes of Indianwood Subdivision No. 7 ("Subdivision 7"), located in the Township of Oxford, Oakland County, Michigan, and more particularly described as:

Lots 169 through 243, both inclusive, and East Park, West Park, Pathfinder Park, Little Cedar Park, Walkway Park East, Center Post Park, Pathway Park North and Pathway Park South, of Lakes of Indianwood Subdivision No. 1, part of the Northeast $\frac{1}{4}$, Southeast $\frac{1}{4}$, Southwest $\frac{1}{4}$, and Northwest $\frac{1}{4}$ of section 34, T.5N., R.10E., Oxford Township, Oakland County, Michigan, according to the Plat thereof as recorded in Liber 275, Pages 25 through 45, inclusive, Oakland County Records; 04-34-329-000 entire

BYLAWS
OF
LAKES OF INDIANWOOD SUBDIVISION ASSOCIATION

ARTICLE I
NAME AND LOCATION

The name of the corporation is LAKES OF INDIANWOOD SUBDIVISION ASSOCIATION (hereinafter the "Association"). The principal office of the Association shall be located 2025 West Long Lake Road, Suite 104, Troy, Michigan 48098. The location of the principal office of the Association may be changed by the Declarant (Indianwood Limited Partnership) or the Board of Directors. Meetings of Members and directors may be held in such places within Oakland County, Michigan, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

All terms defined in the Declaration of Covenants, Conditions and Restrictions of Lakes of Indianwood Subdivision recorded in the office of the Register of Deeds of Oakland County, Michigan (the "Declaration") and the Articles of Incorporation of the Association, shall have the same meaning when used herein.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Membership and voting rights shall be as provided for in Article III of the Articles of Incorporation of the Association.

ARTICLE IV
MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held at the time and place specified by the Board of Directors in the notice of Members of the meeting pursuant to the Declaration; provided that so long as Declarant has not relinquished its Class "A" membership voting rights or conveyed title to all of the Lots in the entire Lakes of Indianwood development, Declarant shall determine the time and place of the first annual meeting. Each subsequent regular annual meeting of the Members shall be held in the same month of each year thereafter on the day, at the hour, and at the place specified in the notice to the Members of the meeting.

Section 2. Special Meetings. After such time as Declarant has either relinquished its exclusive voting rights or conveyed title to all of the Lots in the entire Lakes of Indianwood development, Special meetings of the Members may be called at any time by the President or a

majority of the members of the Board of Directors or upon the written request of the Members entitled to one fourth (1/4) of the votes of the entire membership.

Section 3. Place of Meetings. Meetings of the Members shall be held at such place within Oakland County, Michigan, as may be determined by Declarant or the Board of Directors.

Section 4. Notice of Meetings. Except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws, written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, to each Member entitled to vote at such meeting, by hand delivery or by mailing a copy of such notice, postage prepaid, addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice. Notice shall be mailed or delivered not less than ten (10) days nor more than thirty (30) days before the date of the meeting. Such notice shall specify the place, day and hour of the meeting, and, in case of special meeting, the exact purpose of the meeting, including the text of any proposals to be voted on at such special meeting. Waiver by a Member in writing of the notice required herein, signed by him before or after such meeting, shall be equivalent to the giving of such notice.

Section 5. Quorum. Except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws, the presence at a meeting of Members or their proxies entitled to cast one-third (1/3) of the votes of the entire membership shall constitute a quorum for any action. If, however, a quorum is not present or represented at any meeting, the Members or their proxies present and entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present be represented.

Section 6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Site.

Section 7. Informal Action by Members. Any action which may be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the persons who would be entitled to vote upon such action at a meeting and filed with the Secretary of the Association to be kept in the minute books of the Association.

ARTICLE V BOARD OF DIRECTORS

Section 1. General Powers. The business and affairs of the Association shall be managed by a Board of Directors.

Section 2. Number, Term and Qualification. The number of directors of the Association shall be three (3) until the first annual meeting of the Association, at which time the number of Directors shall be increased to five (5). At the first annual meeting, the Members

shall elect one director to serve for a term of one year, two directors to serve for a term of two years, and two directors to serve for a term of three years.

At each annual meeting thereafter, the Members shall elect the number of directors needed to fill the vacancy or vacancies created by the director or directors whose term(s) is (are) expiring, to serve for a term of three years (except in the case of the initial election of a director, in which case the term of that director may be shortened to provide for the staggering set forth in this Section, or in the case of the filling of a vacancy, in which case the director elected to fill the vacancy shall be elected for the unexpired term of the director whose vacancy is being filled).

The term of the office of the directors shall be staggered so that, except for an election to fill a vacancy or to fill a newly-created directorship, the terms of not less than one (1) nor more than three (3) directors shall expire at each annual meeting. Each director shall hold office until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualified. Directors need not be members of the Association.

At the sole option of Declarant, the Association may function without a Board of Directors (i.e., through Declarant) until such time as the Members of the Association elect a non-Declarant Board of Directors.

Section 3. Nomination. Nomination for election to the Board of Directors may be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting of the Members. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-members.

Section 4. Election. Except as provided in Section 6 of this Article, the directors shall be elected at the annual meeting of the Members by secret written ballot. In such election, the Members or their proxies may cast, with respect to each vacancy, as many votes as they are entitled under the provision of Article III of these Bylaws. The person(s) receiving the highest number of votes shall be elected. Neither cumulative voting nor fractional voting is permitted.

Section 5. Removal. Any director may be removed from the Board, with or without cause by a majority vote of the Members of the Association.

Section 6. Vacancies. A vacancy occurring in the Board of Directors may be filled by the selection by the remaining directors of a successor, who shall serve for the unexpired term of his predecessor. The Members may elect a director at any time to fill any vacancy not filled by the directors.

Section 7. Compensation. No director shall receive compensation for any serve he may render to the Association in the capacity of director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE VI MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least annually, without notice, and at such a place and hour as may be fixed from time to time by resolution of the Board. Should the date of such meeting fall on a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of the business. Every act or decision done or made by a majority of the directors present at a duly-held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Informal Action by Directors. Any action which may be taken at a meeting of the Board of Directors may be taken without a meeting if written consent to the action so taken is signed by all the directors and filed with the minutes of the proceedings of the Board, whether done before or after the action so taken.

Section 5. Chairman. A Chairman of the Board of Directors shall be elected by the directors and shall preside over all Board meetings until the President of the Association is elected. Thereafter, the President shall serve as Chairman. In the event there is a vacancy in the office of the President, a Chairman shall be elected by the Board of Directors to serve until a new President is elected.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and the personal conduct of the Members and their guests thereon and establishing penalties for infractions thereof, and adopt and publish rules and regulations interpreting and/or supplementing the restrictions and covenants applicable to the Properties, and take any and all actions deemed by the Board to be necessary or appropriate to enforce such rules and regulations;

(b) suspend a Member's voting rights during any period in which he shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended

after such notice and hearing as the Board, in its sole discretion, shall establish, for a period not to exceed 60 days, for infraction of the published rules regulations of the Association;

(c) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Members by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors without good cause;

(e) employ a manager (including Declarant; as provided in the Declaration) and such other employees or independent contractors as it deems necessary and prescribe their duties, and contract with a management company to manage the operation of the Association. In the event that a contract is entered into with a management company, such contract must be terminable by the Board of Directors without cause or penalty on not more than ninety (90) days' notice and any management contract made with Declarant shall be for a period not to exceed three years;

(f) employ attorneys, accountants and other persons or firms to represent the Association when deemed necessary;

(g) grant easements for the installation and maintenance of sewage, utility or drainage facilities upon, over, and under and across the property owned by the Association without the assent of the Members when such easements are necessary for the convenient use and enjoyment of the Properties; and

(h) appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or after such time as Declarant has either relinquished its exclusive voting rights or conveyed title to all of the Lots in the entire Lakes of Indianwood development, at any special meeting when such statement is requested in writing at least five (5) working days before such meeting by Members entitled to at least one-fourth (1/4) of the votes;

(b) supervise all officers, agent and employees of the Association and see that their duties are properly performed;

(c) except as may be limited by the Declaration, to:

(1) fix the amount of the annual assessment against each Lot as least thirty (30) days before January 1 of each year;

(2) send written notice of such assessment to every Owner subject thereto at least fifteen (15) days before January 1 of each year; and

(3) as to any Lot for which an assessment remains unpaid, bring an action at law against the Owner personally obligated to pay the assessment and/or foreclose the lien against such Lot.

(d) issue or cause an appropriate officer of the Association to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be established by the Board of Directors for the issuance of such certificate. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of payment;

(e) procure and maintain: (i) adequate liability insurance covering the Association; (ii) officers' and directors' errors and omissions insurance; and (iii) full replacement value hazard insurance on the real and personal property owned by the Association;

(f) cause the Common Area and all facilities erected therein and any portions of any Lot for which the Association has maintenance responsibility to be maintained;

(g) establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of the improvements constructed on the Common Area;

(h) provide such notices to and obtain such consents from the owners and holders of first deeds of trust on Lots within the Properties as is required by the Declaration of these Bylaws;

(i) pay all ad valorem taxes and public assessments levied against the real and personal property owned in fee by the Association;

(j) hold annual and special meetings and elections for the Board of Directors; and

(k) prepare annual budgets and financial statements for the Association and make same available for inspection by the Members and their agents at all reasonable time.

Section 3. Enforcement. Notwithstanding anything to the contrary in this Article, the Board is authorized to enforce any provision of the Rules by self-help methods (specifically including, but not limited to, the towing of Owner and tenant vehicles parked in violation of parking rules) or by action at law or in equity to enjoin any violation or to recover monetary damages or both. In any such action, the maximum extent permissible, the Association shall be entitled to recover all costs of such action, including reasonably attorney's fees incurred. Any entry onto any Lot for purposes of exercising this power of self-help shall not be deemed as trespass.

ARTICLE VII
OFFICER AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of the Association shall be President, who shall at all times be a member of the Board of Directors, a Secretary, a Treasurer, and such Vice President(s) and other officers as the Board may from time to time by resolution appoint.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless they shall sooner resign, be removed, or be otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by the Board. The person appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article. Notwithstanding the foregoing, the offices of Secretary and Treasurer may be held by the same person.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The President shall: preside at all meetings of the Board of Directors and of the Members; see that orders and resolutions of the Board are carried out; sign all leases, promissory notes, mortgages, deeds and other written instruments; and, in the absence of the Treasurer, sign all checks.

(b) Vice President. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The Secretary shall: record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring a seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association and their addresses; and perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall: receive and deposit in appropriate bank accounts all funds of the Association and disburse such funds as directed by resolution of the Board of Directors; keep proper books of account; issue, or cause to be issued, all requested certificates setting forth whether the assessments applicable to specific Lot have been paid; cause an annual audit of the Association books to be made by an independent public accountant at the completion of each fiscal year; prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the Members; and, if directed by resolution of the Board of Directors, sign all checks of the Association.

ARTICLE IX COMMITTEES

The Board of Directors of the Association may appoint a Nominating Committee as provided in Section 3 of Article V of these Bylaws. The Board of Directors shall also appoint the architectural control committee and such other committees as it deems necessary to carry out the affairs of the Association.

ARTICLE X BOOKS AND RECORDS

The books, records and papers of the Association shall, as all times during reasonable business hours, be subject to inspection by any Member or his agent. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI MISCELLANEOUS

Section 1. Corporate Seal. The Association may have a seal in a circular form having within its circumference the words: Lakes of Indianwood Association, and such seal, as impressed in the margin hereof, is hereby adopted as the corporate seal of the Association.

Section 2. Amendments. Except as otherwise provided herein, these Bylaws may be amended or repealed and new bylaws adopted at any regular or special meeting of the Board of Directors by the affirmative vote of a majority of the directors then holding office.

These Bylaws may also be amended or repealed and new Bylaws adopted at any regular or special meeting of the Members, by the affirmative vote of two-thirds of the votes cast at such

meeting, subject to normal quorum requirements provided however, that so long as Declarant has not relinquished its Class "A" membership voting rights or conveyed title to all of the Lots in the entire Lakes of Indianwood development, Declarant shall be vested with the sole voting rights of the Association with regard to amendment of the Bylaws.

No bylaw adopted or amended by the Members shall be amended or repealed by the Board of Directors, except to such extent that such by-law expressly authorizes its amendment or repeal by the Board of Directors.

Section 3. Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

Section 4. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 5. Gender. Any use of the masculine gender in these Bylaws shall be construed to include the feminine gender. Any use of the singular shall be construed, as appropriate, to include the plural.

**AMENDMENTS TO BYLAWS OF LAKES OF INDIANWOOD SUBDIVISION
ASSOCIATION (LOISA) APPROVED JANUARY 24, 2006**

On January 24, 2006, the Board approved the following changes to the Subdivision Association Bylaws:

Article IV, Section 5, Quorum

After the first sentence, the following sentence has been added:

The election of Directors at the annual meeting in terms of Article V, Section 4, requires a quorum of five percent (5%) of Members or their proxies entitled to vote.

Article V, Section 3, Nomination

This section has been replaced completely with the following text:

Nominations for election to the Board of Directors will be made by a Nominating Committee of three persons, at least one of which is a member of the Board of Directors and who shall be Chairperson. The nominating Committee will be appointed by the Board of Directors and if possible announced at the annual meeting, or otherwise in another convenient way. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies to be filled. The nominations will be distributed to the Members with the notice sent out for the annual meeting in terms of Section 4 of Article IV.

The Nominating Committee shall ask at least two months prior to the next annual meeting, and nor more than four months prior to such meeting, for nominations from the members. This can be done in a newsletter or other convenient form. No nomination made by the members may be unreasonably withheld by the Nominating Committee, and if such person is withheld from the final nominations without the consent of that person the Nominating Committee needs to give their reasons in writing with the nominations that are sent out when the annual meeting is called.

**AMENDMENTS TO BYLAWS OF LAKES OF INDIANWOOD SUBDIVISION
ASSOCIATION (LOISA) APPROVED JUNE 8, 2006**

On June 8, 2006, the Board of Directors of the Lakes of Indianwood Subdivision Association did unanimously approve a resolution to amend Article VIII, Section 8(d) of the Bylaws of the Lakes of Indianwood Subdivision Association as follows:

The phrase "cause an annual audit of the Association books to be made by an independent public accountant as the completion of each fiscal year" shall be deleted, and replaced with the phrase, "provide that the books of account shall be audited or reviewed at least annually by qualified independent accountants, provided, however, such audit need not be a certified audit."

The Board noted that the adoption of this amendment does not preclude conducting a certified audit from time to time, as the Board sees fit; and noting that it may be appropriate to conduct such an audit on an every-other-year basis.

EXHIBIT
4

Admendments to By Laws of
Lakes of Indianwood Subdivision Association(LOISA)
Approved January 30, 2012

Article IV, Meeting of Members

Section 5. Quorum

Maintain the 1/24/2006 amendment to the By-Laws.

Article V, Board of Directors

Section 1. General Powers

Amend the General Powers: The business and affairs of the Association shall be managed by the Board of Directors. **As follows-**

1. The utilization of LOISA funds are to be appropriated as follows:

A. ANNUAL DUES: Funds derived from annual dues must be approved and allocated by the Board of Directors for the specific use of funding the annual budget utilized for the maintenance of the Association's common areas and recurring monthly / periodic expenses as listed within the LOISA's annual budget.

Budget Expenses, including annual funds to Cap Ex/ Reserves, must be less than or equal to Budget Revenue Sourced from Annual Dues.

B. RESERVE FUNDS: The use of Reserve Funds must be approved and allocated by the Board of Directors for the sole purpose of replacing and / or maintaining the LOISA's assets as listed on the LOISA's Cap Ex Reserve/ Asset Replacement document, originally dated 9/8/11, which, for the majority of the assets, are insured* by the Association's insurance policy.

C. SPECIAL ASSESSMENTS: Any financial undertaking, the cost whereof would necessitate the imposition of a special assessment upon the LOISA Members, i.e. not contained in the Annual budget, cannot be commenced without the prior approval of two-thirds (2/3) of all the eligible voting Membership by casting their vote or their proxy in favor of the special assessment at a meeting of the LOISA Members which must be called for the discussion and potential approval of the aforementioned special assessment .

2. A LIEN/FINE may include an annual administrative/documentation fee of up to and including \$150.00 per occurrence per year.

3. A DEED RESTRICTION violation may include a fine of up to and including \$250.00 per occurrence per year.

4. MEMBERS OF THE BOARD OF DIRECTORS may be fined up to and including \$5,000.00 and/or removed from office for accepting any referral fee, commission, "bird dog" or "kick-back" from any entity with which the LOISA conducts or solicits a business relationship and / or enters into a contract for services.

Article V, Board of Directors

Section 3. Nomination

Maintain the 1/24/2006 amendment to the By-Laws.

Article VIII, Officers and Their Duties

Section 8. (d)Treasurer

Eliminate the 6/8/2006 amendment to the By-Laws and amend the section to state the following:

(d) Treasurer.

The Treasurer shall: receive and deposit in appropriate bank accounts all funds of the Association and disburse such funds as directed by the resolution of the Board of Directors; keep proper books of account; issue, or cause to be issued, all requested certificates setting forth whether the assessments applicable to a specific Lot have been paid; cause an annual audit **every other year and an audit review every complementary year** of the Association's books to be made by an independent public accountant at the completion of each fiscal year; prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members; and, if directed by resolution of the Board of Directors, sign all checks for the Association.

Article XI, Miscellaneous
Section 2. Amendments

Eliminate the 1st sentence which states:

Except as otherwise provided herein, these By-Laws may be amended or repealed and new By-Laws adopted at any regular or special meeting of the Board of Directors by the affirmative vote of a majority of the directors then holding office.

Amend the 2nd sentence to state in its entirety the following:

These By-Laws may only be amended or repealed and new By-Laws adopted at a regular or special meeting of all the eligible Members, by the affirmative vote or proxy of two-thirds (2/3) of all eligible Members of the Association.

Amend the 3rd sentence to state in its entirety the following:

No By-Law adopted or amended by the Members of the Association shall be amended or repealed by the Board of Directors.

EXHIBIT 4

1319 131300017

DECLARATION OF RESTRICTIONS
FOR LAKES OF INDIANWOOD SUBDIVISION NO. 1
REG/DEEDS FEE
NOV 25 92 03:31PM
7157 MISC 45.00

WHEREAS, the undersigned, Indianwood Limited Partnership, a Michigan limited partnership, of 2025 W. Long Lake Road, Suite 104, Troy, Michigan 48098, hereinafter referred to as "Declarant", being the owner in fee simple of the lands hereinafter described, and hereinafter referred to as "The Subdivision", desires to create a planned community with private parks for the benefit of all residents of The Subdivision, which is located in the Township of Orion, Oakland County, Michigan, and more particularly described as:

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Lots 1 through 30, both inclusive, and Indianwood Park and Paint Creek Park of Lakes of Indianwood Subdivision No. 1, of part of the Northeast 1/4 of Section 4, T. 4 N., R. 10 E., Township of Orion, Oakland County, Michigan, according to the plat thereof as recorded in Liber 222 of Plats, Pages 15 through 19, both inclusive, Oakland County Records; and

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values and amenities in The Subdivision and to this end desires to subject The Subdivision and the Common Area to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of The Subdivision and each owner of a lot therein; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in The Subdivision, to create a legal entity to own, maintain, preserve and administer the Common Area, as hereinafter defined, and facilities and amenities that may be constructed thereon or used therein, the storm water retention and sedimentation control areas and facilities, storm sewers, walkways, signs, wetlands, and subdivision entrance areas, and to collect and disburse the assessments and charges hereinafter created, and to promote the recreation, health, safety and welfare of the residents; and

WHEREAS, Declarant may, at some future time, plat additional subdivisions of land and/or construct condominium developments in Section 33 and/or Section 34 of the Township of Oxford and/or in Section 4 of the Township of Orion, Michigan, and subject the lots, condominium units and common area so platted or developed to the covenants, restrictions, easements, charges and liens set forth herein by amendments made to this Declaration.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the undersigned, its successors and assigns, and all intending purchasers and future owners of the various lots comprising The Subdivision, the undersigned Declarant for itself, its successors and assigns does hereby publish, declare and make known to all intending purchasers and future owners of the various lots comprising The Subdivision, that the same will and shall be used, held, and/or sold expressly subject to the following conditions, restrictions, covenants and agreements which shall be incorporated by reference in all deeds of conveyance and contracts for the sale of said lots and shall run with the land and be binding upon all grantees of individual lots in The Subdivision and on their respective heirs, personal representatives, successors and assigns.

ARTICLE I
DEFINITIONS

O.K. — LM

Section 1. "Association" shall mean and refer to the Lakes of Indianwood Subdivision Association, a Michigan Non-Profit Corporation, its successors and assigns.

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Section 2. "Common Area" shall mean those areas of land within The Subdivision (including the improvements thereto) now or hereafter owned by the Association for the common use, benefit and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot within The Subdivision is described as follows:

Indianwood Park and Paint Creek Park, Lakes of Indianwood Subdivision No. 1, of part of the Northeast 1/4 of Section 4, T. 4 N., R. 10 E., Township of Orion, Oakland County, Michigan, according to the plat thereof as recorded in Liber ___ of Plats, Pages ___ through ___, both inclusive, Oakland County Records.

Section 3. "Declarant" shall mean and refer to Indianwood Limited Partnership, a Michigan Limited Partnership, its successors and assigns.

Section 4. "Declaration" shall mean and refer to this Declaration of Restrictions, as recorded in the office of the Oakland County Register of Deeds, State of Michigan.

Section 5. "lot" shall mean and refer to any numbered lot shown on the recorded plat of The Subdivision and any future subdivisions hereafter annexed, to any building site resulting from the combination of lots and to any building site resulting from a proper lot split of any lot. "lot" shall also mean and refer to any building site or condominium unit located in any condominium development which may in the future be annexed or incorporated into the Association.

Section 6. "Member" shall mean and refer to those persons entitled to membership in the Association, as provided in this Declaration.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of The Subdivision and any future subdivisions or condominium developments hereafter annexed, or the land contract purchaser thereof, but excluding those having any interest merely as security for the performance of an obligation.

ARTICLE II ESTABLISHMENT AND DEDICATION

Section 1. Establishment of Non-Profit Corporation.

There is hereby established an association of Owners of lots 1 through 30, both inclusive, of Lakes of Indianwood Subdivision No. 1, to be known as the Lakes of Indianwood Subdivision Association. Such Association shall be organized within ninety (90) days after the date the plat of Lakes of Indianwood Subdivision No. 1 has been recorded with the Oakland County Register of Deeds. The Association shall be organized as a Non-Profit Corporation for a perpetual term under the laws of the State of Michigan and shall have such powers as are enumerated in this Declaration as well as those set forth in the corporate By-Laws for the Association.

Section 2. Dedication of Common Area.

Declarant hereby dedicates and conveys to each Owner of a lot in The Subdivision a right and easement of enjoyment in and to the Common Area and hereby covenants that it will convey the Common Area to the Association free and clear of all liens and encumbrances within ninety (90) days after the date that the plat of Lakes of Indianwood Subdivision No. 1 is recorded. Subject to the requirements of Article VIII below, the Declarant retains the right to enter the Common Area for the purpose of conducting resource management activities, including but not limited to, habitat enhancement, creation and restoration. The deed conveying the Common Area to the Association shall contain a provision retaining such right of the Declarant.

Title to the Common Area shall vest in the Association subject to the rights and easement of enjoyment in and to such Common Area by the Owners. Said easement of enjoyment shall not be personal, but shall be considered to be appurtenant to the lots and shall pass with the title to the lots whether or not specifically set forth in the deeds of conveyance of the lots.

ARTICLE III
PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment.

The right and easement of enjoyment of each Owner in and to the Common Area shall be subject to the following prior rights of the Association:

a. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

b. The right of the Association to suspend the voting rights and right to use the Common Area by an Owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

c. The right of the Association to grant easements through the Common Area, and to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication, grant or transfer shall be effective unless an instrument agreeing to such dedication, grant or transfer signed by two-thirds (2/3) of the Members has been recorded with the Oakland County Register of Deeds.

d. The right of the Association to levy assessments, as set forth in Article V, below.

Section 2. Delegation of Use.

Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or purchasers who reside on his lot.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership.

Every person who or which is the Owner of a lot shall be a Member of the Association. Membership in the Association is, and shall be, appurtenant to, and may not be separated from, ownership of any lot. Notwithstanding the foregoing, the termination of any person's ownership interest in any lot, and the consequent termination of such person's membership in the Association, shall not relieve such person from any debt or obligation attributable to such lot which accrued or arose during the period such person was an Owner of such lot.

Section 2. Voting Rights.

The Association shall have two classes of membership, being Class A and Class B, as follows:

(a) Class A membership shall be voting, and the Declarant shall be the only Class A Member;

(b) each owner of a lot other than the Declarant shall be a Class B Member;

(c) Class B membership shall be non-voting until the time specified in subsection 2.(d) below, at which time all Owners (including the Declarant) shall be entitled to vote on a one vote per lot basis (regardless of the number of Owners of any such lot);

(d) the Declarant shall have the sole vote in the Association, and the consequent right to appoint the Board of Directors of the Association (the "Board"), until such time as seventy-five (75%) percent of the lots or condominium units, as the case may be, in the Subdivision, and in every subdivision of land or condominium development which in the future is annexed by the Declarant or the Association in accordance with Article XI, Section 4 of this Declaration, shall have occupied residences on them, or at such earlier time as may be designated in writing by the Declarant; and

(e) at such time as seventy-five (75%) percent of the lots or condominium units, as the case may be, in the Subdivision, and in every subdivision of land and condominium development which in the future is annexed by the Declarant or the Association in accordance with Article XI, Section 4 of this Declaration, shall have occupied residences on them, or at such earlier time as shall have been designated in writing by the Declarant, Class B Members of the Association shall have the voting rights described in subsection 2.(d) above, and thereafter, the Board shall be elected by the combined vote of the Class A and Class B Members (in each case, voting on a one vote per lot basis).

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

Each Owner of a lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual general assessments or charges, and (2) special assessments for capital improvements. Such assessments shall be established and collected as hereinafter provided. The general and special assessments, together with interest thereon, late payment fees and collection costs, including reasonable attorney's fees, shall be a charge on the lot and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest thereon, late payment fees and costs of collection thereof, including reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such lot at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in The Subdivision and future subdivisions and condominium developments hereafter annexed, and in particular for the improvement and maintenance of the Common Area now or hereafter owned by the Association, and facilities or amenities constructed thereon or used therein, the storm water retention and sedimentation control areas and basins, storm sewers, walkways and other property now or hereafter under the control of the Association, including any and all community docks and boats, signs, wetlands, lakes, water courses, water bubblers and subdivision entrance areas (including, without limitation, entrance monuments, landscaping and water features); for planting and maintenance of trees, shrubs and grass; for raking, harvesting, dredging and chemically controlling growth of vegetation in lakes and water courses; for construction, operation and maintenance of recreational facilities; for caring for vacant lots; for providing community services; and for the protection of the Owners.

Section 3. Maximum Annual Assessment.

Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be Three Hundred Sixty Dollars (\$360.00) per lot owned by an Owner.

a. From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year to an amount which is not more than ten percent (10%) greater than the maximum assessment which was permissible to be assessed hereunder for the previous year without a vote of the Members.

b. From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above the ten percent (10%) increase permitted by subsection a. by a vote of two-thirds (2/3) of the Members who are voting in person or by proxy, at a meeting duly called for that purpose.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy against each Owner, in any assessment year, 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, replacement or maintenance of any improvement upon the Common Area and other areas and facilities and amenities which now or hereafter may be under the control of the Association, including without limitation any and all subdivision entrance areas, signs, wetlands, lakes, water courses, storm water retention and sedimentation control areas and facilities, storm sewers, walkways, community docks and boats, fixtures and personal property, or for any other legal purpose desired by the Association, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for that purpose.

Section 5. Notice and Quorum for Actions Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 of this Article shall be sent to all Members not less than 15 days nor more than 30 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast forty (40%) percent of the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rate of Assessment.

Both the general and the special assessments shall be set by the Board of Directors at a uniform rate for the Owners of all lots and may be collected on a monthly or an annual basis.

Section 7. Date of Commencement of Annual Assessments; Due Dates.

The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the first lot to an Owner. A conveyance to a builder who has purchased a lot for the purpose of constructing a residence thereon for sale to an Owner shall not be deemed a conveyance to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall endeavor to fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto, provided that failure by the Association to send such written notice on a timely basis shall not permit any Owner to avoid paying the assessment if a notice of assessment is eventually sent. The due dates

shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot shall be binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association.

Any assessment not paid in full within thirty (30) days following the due date, or within thirty (30) days following such subsequent date upon which written notice of the assessment has been sent by the Association, shall bear interest from the due date at the rate of eleven (11%) percent per annum and shall be subject to a late payment fee equal to twenty (20%) percent of the amount of the assessment to cover the cost of collection by the Association. In the event that the cost of collection, including attorneys fees, exceeds twenty (20%) percent of the amount of the assessment, the Association shall be entitled to collect the deficiency. The aggregate amount of the unpaid assessment, interest, late payment fee and deficiency shall be a lien against the lot corresponding to the unpaid assessment. The Association may bring an action at law against the Owner personally obligated to pay the assessment, interest, late payment fee and deficiency, and may foreclose the lien against the lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Exempt Property.

All Common Area and all other property exempt from taxation by state or local governments and dedicated for public use shall be exempt from assessment, charge and lien created herein.

Section 10. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein on any lot shall be subordinate to the lien of any first mortgage covering the lot. Sale or transfer of any lot shall not affect the lien of the assessments. However, the sale or transfer of any lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of the assessments, but shall not extinguish the Owner's personal obligation for payment of assessments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments becoming due after such sale or from the lien thereof.

Section 11. Failure of Association to Maintain the Common Area.

In the event that the Association shall at any time fail to construct, maintain and preserve the Common Area, including without limitation the storm water retention and sedimentation control areas and facilities, storm sewers, wetlands, lakes and water courses located within the Common Area or located in any future annexed subdivisions or condominium developments in reasonable order and condition, the Township of Orion may serve written notice upon the Association or upon the Owners setting forth the manner in which the Association has failed to maintain or preserve the Common Area in reasonable condition, and said notice shall include a demand that deficiencies of maintenance be cured within a stated reasonable time period. If the deficiencies set forth in the notice or in any modification thereof shall not be cured within said reasonable time or any extension thereof, the Township, in order to preserve the taxable values of the properties within The Subdivision and to prevent the Common Area from becoming a public nuisance, may enter upon the Common Area and maintain the same for a reasonable period of time until the Association is able to do so. Said maintenance by the Township shall not constitute a taking of the Common Area nor vest in the public any right to use the same. In any event, should an emergency threatening the public health, safety and/or general welfare be determined by the Township to exist, the Township shall have the right to take immediate corrective action. The

reasonable cost of such maintenance by the Township shall be paid by the Association and if not paid within thirty (30) days following the date of billing may become lien on each lot in The Subdivision, on a pro rata basis, to be assessed and collected in a like manner as general township taxes are assessed and collected.

Section 12. Fluctuation of Water Levels.

The lakes and water courses located in the Subdivision and in any future annexed subdivisions or condominium developments are subject to fluctuations in water level resulting from weather and other causes. The Association shall take such reasonable actions from time to time to seek to minimize the effects of such fluctuations and to attempt to maintain as constant a water level as possible.

Section 13. Affiliation with Other Associations.

The Subdivision is part of a planned development intended to be located in Orion Township and in Oxford Township and to be known as "Lakes of Indianwood". The Association shall be permitted, and at the request of Declarant shall be obligated, to contract with other associations of owners of lots in Lakes of Indianwood for the maintenance of the Common Area and/or other common areas located within any future subdivisions or condominium developments located in Lakes of Indianwood, and for maintenance of any facilities that may be constructed on the Common Area or such other common areas. Without limitation, such contract may either require the Association to reimburse such other association(s) for services provided to the Subdivision or the Common Areas, or may require the Association to provide and be reimbursed for services benefiting such other associations or any other such subdivisions, condominium developments or common areas.

**ARTICLE VI
ARCHITECTURAL CONTROL**

No building, fence, wall, deck, dock, swimming pool, outbuilding or other structure, landscaping, statue, ornament or other exterior improvement shall be commenced, erected or maintained on any lot, nor shall any exterior addition to or change or alteration therein or change in the exterior appearance thereof or change in landscaping be made until the plans and specifications showing the nature, kind, size, shape, height, colors, materials, topography and location of the same on the lot shall have been submitted to and approved in writing by an architectural control committee composed of three (3) persons appointed by the Declarant (who are not required to be Members of the Association), hereinafter called the "Committee". Each member of the Committee shall serve until he or she resigns and is replaced by a subsequent appointee. At such time as all of the lots, or condominium units, as the case may be, located in the Subdivision or in any future annexed subdivisions or condominium developments shall have been sold and deeded to Owners other than Declarant, each sitting member of the Committee shall resign, and Declarant shall delegate and assign to the Association its power of appointment with regard to members of the Committee; provided that, Declarant may, in its sole discretion, make such delegation to the Association at an earlier time of its choosing. Neither Declarant nor any member of the Committee shall have any liability whatsoever to any Owner or other person in connection with the approval, disapproval or failure to review any plans or specifications.

Section 1. Requirements for Committee Approval.

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

- a. Complete plans and specifications sufficient to secure a building permit in the Township of Orion, including a dimensioned plot plan showing the lot and the placement of the residence, garage and fences (if any) on the lot.

b. Front elevation, side elevations and rear elevation of all buildings, plus elevations of walls and fences (if any).

c. A perspective drawing, if deemed necessary by the Committee, to allow the Committee to adequately interpret the exterior design.

d. Data as to size, materials, colors and texture of all exteriors including roof coverings, fences (if any) and walls.

e. One set of blueprints shall be left with the Committee until construction is completed.

Section 2. Preliminary Approval.

Preliminary plans may first be submitted for preliminary approval.

Section 3. Committee Approval is Subject to Restrictions.

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

Section 4. Committee Right to Disapprove.

The Committee may disapprove plans because of non-compliance with any of the restrictions set forth in Articles VII and VIII of this Declaration, or because of reasonable dissatisfaction with the grading and drainage plan, the location of the structure on the lot, the materials used, the color scheme, the finish, design, proportions, shape, height, style or appropriateness of the proposed improvement or alteration or because of any matter or thing, which in the reasonable judgment of the Committee, would be detrimental to the property values or amenities in the subdivision or would render the proposed improvement or alteration inharmonious or out of keeping with the objectives of the Committee or with improvements erected on other lots in The Subdivision.

Section 5. Failure of Committee to Act.

In the event the Committee fails to approve or disapprove plans within fifteen (15) days after submission, then such approval will not be required, but all other limitations, conditions and restrictions set forth in this Declaration shall apply and remain in force as to such plans.

Section 6. Evidence of Committee Approval.

Committee approval shall be deemed given if the plans and specifications for approval are marked or stamped "Approved" by the Committee, and are dated and signed by a member of the Committee who was validly serving on the Committee on the date of such approval.

ARTICLE VII

BUILDING AND USE RESTRICTIONS FOR THE SUBDIVISION

Section 1. Use of Lots.

All lots shall be used for single family residence purposes only, and no building of any kind whatsoever shall be erected, re-erected, moved or maintained thereon except one single family dwelling house on each lot, as hereinafter provided. Such dwelling house shall be designed and erected for occupation by a single private family. A private attached garage, for the sole use of the Owner or occupant of the lot upon which said garage is erected, may also be erected and maintained, provided that said garage is in compliance with the requirements of Section 2 of this Article VII.

Section 2. Character and Size of Buildings.

No dwelling shall be permitted on any lot unless the living area thereof shall be not less than 2,200 square feet. All computations of square footage for determination of the permissibility of erection of a residence shall be exclusive of basements (whether or not of the "walk-out" variety), garages, porches, terraces, breezeways and other unenclosed or unheated areas. All garages must be attached or architecturally related to the dwelling. Garage doors shall not face the street on which the residence fronts, except that the Architectural Control Committee upon request may waive this prohibition. No garage shall provide space for less than two (2) automobiles. Carports are specifically prohibited.

Section 3. Minimum Setback and Yard Requirements.

No building shall be erected or maintained on any lot in The Subdivision which has a front yard setback of less than forty (40') feet from the front lot line, nor shall any building be erected or maintained on any of such lots which is nearer than ten (10') feet from the side lot line on one side, nor shall the total of both side yards be less than twenty (20') feet in width, with regard to interior lots. Any side yard abutting a street shall be considered a front yard for purposes of this Section 3. No lot in this subdivision shall have a rear yard setback of less than thirty-five (35') feet from the rear lot line. Approval of a variance by both the Committee and by the Orion Township Board of Appeals permitting front, rear or side yards smaller than the above minimums shall be deemed a valid waiver of this restriction.

Section 4. Minimum Lot Size.

In the event that one or more lots or parts of lots are developed for use as a site for a single residence, all restrictions set forth herein shall apply to such resulting site. In any event, no dwelling shall be erected, altered, placed on or permitted to remain on any lot in The Subdivision unless such lot or site has a width at the front building setback line of at least one hundred (100') feet and an area of at least fifteen thousand (15,000) square feet.

Section 5. Animals.

a. No farm animals, livestock, poultry or wild animals shall be kept, bred or harbored on any lot, nor shall any animals be kept or bred for commercial purposes. Not more than three (3) domesticated animals commonly deemed to be household pets may be kept on any lot by the Owner and members of his household so long as such pets shall have such care so as not to be objectionable or offensive to others due to noise, odor or unsanitary conditions.

b. Any dog kept on a lot shall be kept either on a leash or in a dog run or pen, and shall not be allowed to run loose or unattended. No dog runs or pens shall be permitted to be erected or maintained unless they are solely located within the rear yard adjacent to a wall of the main dwelling or garage and facing the rear or the interior of the lot, nor shall such runs or pens extend beyond the end of the dwelling or garage into the side yard. All pens shall be made of wood, decorative block or approved fencing materials, or any combination thereof, and may not exceed three hundred (300) square feet in area or four (4) feet in height. The exterior sides of a pen shall be landscaped with plantings to screen the view thereof from adjacent lots, and such pen shall be kept and maintained in a clean and sanitary condition. The construction and landscaping plans for a pen are subject to approval by the Committee.

c. No Owner shall cause, nor shall he permit or suffer any occupant of any lot which he owns, or his or their invitees or guests, to cause the molestation, harm or destruction of wild ducks, geese, birds or other wildlife on, in or over any portion of his lot.

However, fishing with rod and reel is permitted in and along any lake or water course abutting his lot. No Owner of a lot shall use, nor shall he permit or suffer any occupant of any lot which he owns, or his or their invitees or guests, to use any B-B guns, firearms, air rifles or pellet guns on his lot.

Section 6. Wells.

No well shall be dug, installed or constructed on any lot.

Section 7. Sight Distance at Intersections.

No fence, wall, shrubbery, sign or other obstruction to vision which obstructs sight lines at elevations between three (3') feet and six (6') feet 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 twenty-five (25') feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 8. Easements.

a. Easements are reserved as shown on the plat of The Subdivision. The use of all or a part of such easements may at any time or times hereafter be granted or assigned by Declarant, its successors or assigns, to any person, firm, corporation, governmental unit or agency which furnishes services or utilities for use in The Subdivision.

No buildings may be constructed or maintained over or on any easements; however, planting, fencing (where permitted), or other lot line improvements shall be allowed, so long as they do not violate the provisions of this Article and do not interfere with, obstruct, hinder, or impair the drainage plan of The Subdivision and so long as access be granted, without charge or liability for damages, for the installation and/or maintenance of utilities, drainage lines and/or additional facilities.

b. Private easements for public utilities have been granted and reserved on the plat of The Subdivision.

Section 9. Temporary Structures.

No structure of a temporary character, trailer, commercial vehicle, recreation vehicle, shack, garage, barn, storage shed, tent, or other similar outbuilding may be used or occupied at any time, on any lot, either temporarily or permanently, except that (i) tents for entertainment purposes may be erected on any lot for periods not to exceed forty-eight (48) hours; (ii) an appurtenant swimming pool bathhouse may be maintained on any lot, provided that the plans for such swimming pool and bathhouse shall have been approved by the Committee and Township; (iii) a temporary storage building for the storage of materials and supplies to be used in connection with the construction of a dwelling on any lot may be kept and maintained on such lot during the period of such construction and (iv) temporary sales trailers for use by builders constructing model homes in the Subdivision may be kept and maintained on a lot prior to completion of construction of the model home.

Section 10. General Conditions.

a. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same shall not be kept except in sanitary containers properly concealed from public view. Garbage containers shall not be left at the road for more than twenty-four (24) hours in any one week.

b. No house trailers, commercial vehicles, boats, boat trailers, camping vehicles or camping trailers may be parked on or stored on any lot, unless stored fully enclosed within an attached garage. Commercial vehicles and trucks shall not be parked in The Subdivision, or on any lot therein, except while making normal deliveries or pickups in the normal course of business. However, construction vehicles may be parked and a construction trailer or temporary sales trailer may be maintained by each builder offering new houses for sale, only during the period when new houses are under construction in The Subdivision by that builder.

c. No laundry shall be hung for drying on any lot so as to be visible from outside of the dwelling constructed on the lot.

d. All homes shall be equipped with electric garbage disposal units in the kitchen.

e. The grade of any lot or lots in The Subdivision may not be changed without the written consent of the Architectural Control Committee. This restriction is intended to prevent interference with the master drainage plan for The Subdivision.

f. No "through the wall" air conditioners may be installed on the front wall or in any front window of any building.

g. No outside compressors for central air conditioning units may be located other than in the rear yard and the same must be installed and maintained in such a manner so as to create no nuisance to the residents of adjacent dwellings.

h. No swimming pool may be built which is higher than one (1') foot above the existing lot grade.

i. No basketball backboards or hoops may be installed or placed on any lot in such a manner as to be visible from the street on which the dwelling fronts, and in the case of corner lots, such basketball backboards or hoops shall not be installed or placed so that they will be visible from the streets on which the dwelling fronts and sides. However, one (1) basketball backboard per lot, together with a connected hoop and/or structural pole, may be installed on any lot if such backboard is predominately clear and transparent, and in such event the restrictions otherwise imposed by this Subsection 10(i) shall not apply to such lot.

Section 11. Sales Agency and/or Business Office.

Notwithstanding anything to the contrary elsewhere set forth herein, Declarant and/or any builders which it may designate may construct and maintain on any lot or lots which they may select, a sales agency and a business office for the sale of any lots and/or dwellings in the Subdivision, or in other lands owned by the Declarant, or may use said lot or lots for the construction of a model house or houses for such purposes, and Declarant and such designated builders may continue to do so until such time as all of the lots in which Declarant or such designated builders have an interest are sold by them.

Section 12. Lease Restrictions.

No Owners of any lot shall lease and/or sublet less than the whole of any dwelling on any lot.

Section 13. Exterior Surface of Dwellings.

The visible exterior walls of all dwelling structures shall be made of wood, brick, brick veneer and/or stone in any combination. Stucco, aluminum and/or ledge rock may also be used, so long as any of these materials alone or in combination do not exceed fifty (50%) percent of the total of all visible exterior walls. The use of cement block, slag, cinder block, imitation brick, asphalt and/or any type of commercial siding is expressly prohibited. Windows and doors shall not

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be included in calculating the total area of visible exterior walls. The Architectural Control Committee may grant such exceptions to this restriction as it deems suitable.

Section 14. Fences.

a. No fence, wall or solid hedge may be erected, grown or maintained in front of or along the front building line of any lot; provided, however, that low ornamental fencing may be erected along the front lot line in architectural harmony with the design of the house. The side lot line of each corner lot which faces a street shall be deemed to be a second front building lot line and shall be subject to the same restrictions as to the erection, growth or maintenance of fences, walls or hedges as is hereinbefore provided for front building lines.

b. No fence or wall may be erected or maintained on or along the side lines of any lot, and/or on or along the rear line of any lot, except that fences which are required by local ordinance to enclose swimming pools, and fences used for dog runs or pens which comply with the requirements of Article VII, Section 5(b), of this Declaration, shall be permitted.

Section 15. Signs.

No sign or billboard shall be placed, erected or maintained on any lot, except one sign advertising the lot, or the house and lot for sale or lease, which said sign shall have a surface area of all surfaces thereof totaling not more than six (6) square feet, and the top of which shall be not more than five (5) feet above the ground level; provided, however, that such sign shall have been constructed and installed in a professional manner. Any such sign shall be kept clean and in good repair during the period of its maintenance on the said lot, and shall in no event be placed and maintained nearer than twenty-five (25') feet from the front lot line. The provisions of this paragraph shall not apply to such signs as may be installed or erected on any lot by Declarant, or any builder which it may designate during the initial period of construction of houses, or during such periods as any residence be used as a model or for display purposes.

Section 16. Destruction of Building by Fire, etc.

Any debris resulting from the destruction, by fire or otherwise, in whole or in part of any dwelling or building on any lot shall be removed with all reasonable dispatch from such lot in order to prevent an unsightly condition. Each Owner shall prevent such Owner's lot, and any dwelling, appurtenant structure or other improvement thereon from becoming unsightly or unkempt, or from falling into a state of disrepair.

Section 17. Landscaping.

a. Each Owner of a lot, including any Owner who is a builder-purchaser from Declarant, shall at all times comply with all erosion control measures imposed by the Township of Orion, the Oakland County Drain Commission or by Declarant in order to assure the preservation of all wetlands, lakes and water courses, to protect the sedimentation basins, and to keep the streets and sewers in The subdivision free of silt, dirt and debris. Compliance with such erosion control measures shall be required by the Owners at all times during their ownership of a lot, whether prior to, during or following construction of a residence on the lot and landscaping of the lot.

b. Upon the completion of a residence on any of the lots the owner thereof, (and the word "owner", as used in this connection, is intended to mean the party who purchases a residence from the builder thereof, and each subsequent purchaser), shall cause all portions of the lot owned by him, other than the wetland preservation areas located on the lot, to be finish-graded and sodded and suitably landscaped as soon after the completion of construction as weather permits. Subject to the limitations imposed below by Article VIII, the lot and the

drainage ditch, if any, contiguous to each lot shall be kept free of weeds by the Owner thereof. Each owner shall keep the landscaping and lawns on his lot well-maintained at all times.

c. Should any Owner fail to maintain the lawns, trees or shrubbery on his lot in good order and repair as required by this Section 17, then the Association may serve written notice upon the Owner setting forth the manner in which the Owner has so failed. In the event that the deficiency of maintenance, repair or replacement stated in such notice is not cured within fifteen (15) days following the date of such notice, the Association shall be authorized and permitted to enter the lot for the purpose of curing the deficiency. If, following the cure of the deficiency, the deficiency reoccurs and persists, the Association shall be authorized and permitted to enter the lot as often as is reasonably required for the purpose of continually maintaining in good order and repair the lawns, trees and shrubbery on the lot, which right of the Association shall continue until such time as the Association reasonably shall determine that the Owner of the deficient lot is willing and able to reassume the maintenance responsibility.

The cost incurred by the Association for such maintenance, repair and replacement, plus an administrative fee equal to twenty (20%) percent of such cost, shall be payable by the Owner to the Association within ten (10) days following such date as the Association sends the Owner a bill therefor. If the amount billed is not paid within such ten (10) day period, the unpaid amount shall be a charge on the lot, shall be a continuing lien upon the lot, and shall be treated as an additional assessment against the lot subject to treatment in accordance with the provisions of this Declaration controlling and affecting such assessments, including without limitation those stated in Article V of this Declaration.

Section 18. Fertilizer Use.

All grass seeded or sodded on a lot shall be comprised of a low maintenance grass mixture such as 50% Kentucky Bluegrass and 50% fine leaf Fescue. An improved bluegrass may be used for part or all of the Kentucky Bluegrass portion of the mixture, such as Baron, Adelphi, Galaxy, Victa, Cheri or Touchdown. Unless a soil test indicates a serious need for phosphorus and potassium, fertilizers such as 12-12-12, 5-10-5 or 10-6-4 shall not be used. Recommended fertilizers are those containing little or no phosphorus and potassium such as 23-0-6, 30-4-4 or 26-4-4. Nitrogen only fertilizers such as urea (46-0-0) and ammonium nitrate (33-0-0) are not permitted because of their high water solubility, which might contribute to the contamination of lakes and waterways in the vicinity of The Subdivision.

Section 19. Flood Plain.

a. No filling, grading, alteration or occupation of the 100 Year Flood Plain limits for Paint Creek, as shown on the recorded plat, will be allowed without the approval of the Michigan Department of Natural Resources. The 100 Year Flood Plain elevation for Paint Creek varies from elevation 1001.8 (N.G.V. datum) at the upstream plat limit to elevation 1000.8 at the downstream plat limit.

b. No building used or capable of being used for residential purposes and occupancy shall be constructed on any Lot unless the lowest floor, including basement floors, is constructed and maintained at or above elevation 1001.8 (N.G.V. Datum).

c. The restrictions and conditions imposed in this Paragraph 19 shall be observed in perpetuity and shall not be amended and are hereby excluded from the time limitation set for the duration of the other restrictions contained below in Section 3 of Article XI of this Declaration of Restrictions.

**ARTICLE VIII
PRESERVATION OF WETLANDS**

Section 1. Part of lot 17 and portions of the Common Area are within wetland areas. A "Private Conservation Preservation Easement" has been granted to the State of Michigan Department of Natural Resources as depicted on the plat of The Subdivision. All property covered by such easement is herein referred to as "Wetlands".

Section 2. Except as may be approved by both the Michigan Department of Natural Resources and the Township of Orion, the Wetlands shall not be filled, graded, improved, landscaped, altered or disturbed for any purpose in any manner whatsoever and no underground improvement or utilities shall be installed within the Wetlands, in order to protect and preserve the Wetlands. Without limiting the foregoing restriction, the creation of lawn or beach areas within the Wetlands is strictly prohibited.

Section 3. Nothing contained in this Preservation of Wetlands provision shall be construed to limit or prohibit within the Wetlands the removal of diseased or dying trees, the trimming or removal of trees which could or might reasonably be expected to cause injury to persons or property if left untended, or the cleaning and clearing of scrub vegetation.

Section 4. Declarant has retained the right pursuant to Section 2 of Article II above to conduct resource management activities within the Common Area. If, in connection with such activities, the State of Michigan Department of Natural Resources or the Township of Orion require that an additional private conservation preservation easement(s) be granted over portions of the Common Area, the Association shall be obligated upon the request of Declarant, the State or the Township to grant such conservation easement(s), and the property covered by such conservation easement(s) shall constitute "wetlands" for purposes of this Article VIII.

Section 5. The requirements of this Article VIII may be enforced by Declarant, the Township of Orion, the Michigan Department of Natural Resources, the Association, or by any Owner.

**ARTICLE IX
RESTRICTIONS ON THE USE OF COMMON AREA, LAKES AND WATER COURSES**

Section 1. Motor Vehicles.

All vehicles propelled by a motor, whether electric, gas or otherwise, other than those used for maintenance purposes, including but not limited to snowmobiles, all-terrain vehicles, motorcycles, dirt bikes, mo-peds, motor boats, automobiles, trucks and vans are expressly prohibited from operation or storage in the Common Area or on the ice of or in the water of any lakes or water courses located in The Subdivision or any future annexed subdivisions or condominium developments.

Section 2. Prohibited Structures.

No raft, wall, dock, platform, building or structure may be constructed nor any development or improvement done on or in any lakes or water courses located in The Subdivision or any future annexed subdivisions or condominium developments or along any shore line without the prior written consent and approval of the Architectural Control Committee and all governmental agencies having jurisdiction.

Section 3. Association Docks and Boats.

The Association shall be responsible for the continual maintenance in good order and condition of any docks and boats, if any, now or in the future under the control or jurisdiction of the Association and for replacement of the same when necessary. Use of any such Association docks and boats and of any lakes or water courses located in The

Subdivision or any future annexed subdivisions or condominium developments shall further be subject to the published rules and regulations described in Section 11 of this Article IX and to all restrictions imposed in the future by Declarant pursuant to such annexation.

Section 4. Motor Boats.

No boats utilizing any type of motor or engine, whether inboard or outboard, shall be permitted on any lake or water course located in The Subdivision or any future annexed subdivisions or condominium developments.

Section 5. Pedestrian Pathway.

The Association shall maintain in good order and condition the pedestrian pathway system within the Common Area wherever such pathway system is located.

Section 6. Pollution; Water Pumping.

No Owner shall throw trash, refuse, or rubbish of any kind in the Common Area or any lakes or water courses located in The Subdivision or any future annexed subdivisions or condominium developments. No water shall be pumped out of any such lake or water course for any purpose. No chemicals or other substance of any kind may be discharged into any such lake or water course without the prior written approval of both the Michigan Department of Natural Resources and the Architectural Control Committee.

Section 7. Dogs.

No Owner shall allow his dog to run loose in the Common Area.

Section 8. Use of Lakes, Water Courses and Common Area.

All land embracing waters of any lakes or water courses located in The Subdivision or any future annexed subdivisions or condominium developments is subject to the correlative rights of other riparian owners and to the public trust in these waters. Such lakes and water courses, and the Common Area (except for the parking area referred to below in Section 12 of this Article), shall be left primarily in their natural state for use only for passive recreation, and their use shall be limited to the Owners and their immediate families and guests.

No Owner shall permit or suffer the use of such lakes, water courses or Common Area for any commercial purposes. All activities on and in such lakes, water courses and Common Area shall be carried on in such a manner as not to be disturbing or offensive to other Owners. No fishing nets, firearms, air rifles, pellet or BB guns, bows and arrows, sling shots or other weapons shall be used on or in such lakes, water courses or Common Area.

Section 9. Wildlife.

No Owner shall cause, nor shall he permit or suffer any occupant of any lot which he owns, or his or their invitees or guests, to cause the molestation, harm or destruction of wild ducks, geese, birds or other wildlife on, in or over any wetlands or Common Area, or any lakes or water courses located in The Subdivision or any future annexed subdivisions or condominium developments. However, fishing with rod and reel is permitted in and along such lakes and water courses. No Owner of a lot shall use, nor shall he permit or suffer any occupant of any lot which he owns, or his or their invitees or guests, to use any B-B guns, firearms, air rifles or pellet guns within said wetlands, Common Area, lakes or water courses.

Section 10. Liability.

The Association shall maintain liability insurance in sufficient amounts for the purpose of protecting itself as well as the Owners, the

Declarant and builders from the burden of liability resulting from accidents which may cause death or injury to anyone while in the Common Area or any lakes or water courses under the jurisdiction or control of the Association.

Section 11. Published Rules.

The Declarant reserves the right to publish from time to time reasonable rules and regulations consistent herewith governing the use of the Common Area, The Association docks and boats, and any lakes or water courses located in The Subdivision or any future annexed subdivisions or condominium developments, as well as other matters relating thereto. If the Declarant does not object, the Association shall also be permitted to publish such reasonable rules and regulations as shall contribute to the overall safety and well being of The Subdivision residents.

Section 12. Wetland Provisions.

The Common Area is subject to the wetland provisions set forth above in Article VIII.

Section 13. Parking Area.

If requested by the Township of Orion, the Association shall deed to the Township the property described below and located along Indianwood Road and within the Common Area. Such property shall be used as a public parking area or passive use open space only. A deed conveying such property shall at the request of the Township be placed in escrow with a title insurance company satisfactory to the Township, and shall be delivered to the Township by such title company upon the request of the Township. Such property is described as follows:

Part of the Northeast 1/4 of Section 4, T.4N., R.10E., Orion Township, Oakland County, Michigan, being more particularly described as follows: Beginning at a point which is S88°40'33"W 1928.69 ft. along the East and West 1/4 line of Section 4 and N01°19'27"W 60.00 ft. from the East 1/4 corner of Section 4, T.4N., R.10E.; thence S88°40'33"W 50.00 ft.; thence N01°19'27"W 100.00 ft.; thence N88°40'33"E 50.00 ft.; thence S01°19'27"E 100.00 ft. to the point of beginning. Containing 5,000 Square Feet --- 0.115 Acres.

ARTICLE X
ASSESSMENT OF FINES

Section 1. General.

The Association, acting through its duly constituted Board of Directors, in addition to any other legal recourse which may be permitted under the laws of the State of Michigan, shall be permitted to assess monetary fines against any Owner in the event that the Owner or his tenants, guests, family or invitees shall violate any of the provisions of this Declaration or any of the rules and regulations duly established by the Association. Such Owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or invitees.

Section 2. Procedures.

Upon any such violation being alleged by the Association Board of Directors, the following procedures shall be followed:

(a) Notice. Notice of the violation, including the provision of this Declaration or the rules or regulations violated, together with a description of the factual nature of the alleged offense shall be sent by first class mail, postage prepaid, or shall be personally delivered to the Owner.

(b) **Opportunity to Defend.** The offending Owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting or a special meeting called to hear the evidence, but in no event shall the Owner be required to appear less than ten (10) days from the date of the notice.

(c) **Default.** Failure to respond to the notice of violation constitutes a default.

(d) **Hearing and Decision.** Upon appearance by the Owner before the Board and presentation of evidence of defense, or, in the event of the Owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision shall be final.

Section 3. Amounts.

Upon a finding by the board that a violation has occurred, the following fines shall be levied against the offending Owner:

- (a) **First Violation.** No fine shall be levied.
- (b) **Second Violation.** A Twenty-Five Dollar (\$25.00) fine shall be levied.
- (c) **Third Violation.** A Fifty Dollar (\$50.00) fine shall be levied.
- (d) **Fourth Violation and Subsequent Violations.** A One Hundred Dollar (\$100.00) fine shall be levied.

Section 4. Collection.

The fines levied pursuant to Section 3 above shall be assessed against the Owner similar to the annual association assessments and shall be due and payable to the Association on the first day of the next following month. Failure to pay the fine when due shall subject the offending Owner and his lot(s) to all of the liabilities set forth above in Article V, Section 8.

ARTICLE XI GENERAL PROVISIONS

Section 1. Enforcement.

The Declarant, the Association, any Owner, Orion Township and the Michigan Department of Natural Resources shall each have the right to enforce, by any proceeding at law, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of any of the aforementioned parties to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which other provisions shall remain in full force and effect.

Section 3. Amendment.

The covenants and restrictions of this Declaration, other than those contained above in Section 19 of Article VII, or in Article VIII, shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by a recorded instrument signed by not less than eighty (80%) percent of

the Owners and thereafter by an instrument signed by not less than seventy (70%) percent of the Owners. In addition Declarant, without the consent, vote, signature or approval of any Owner, the Association or any Members thereof, may, prospectively or retroactively, by recorded instrument, modify, restate, waive, repeal, amend, change or replace this Declaration, or any or all of the provisions hereof other than Section 19 of Article VII and other than Article VIII, with respect to any thing or any particular lot or lots located within the Subdivision or located within any future annexed subdivisions or condominium developments, as Declarant in its sole discretion deems necessary or desirable, including without limitation for the purpose of adding residential lots, condominium units and/or Common Area to the Association and making this Declaration and/or other restrictions apply to such lots, condominium units and/or Common Area.

Declarant's right to amend, change or replace this Declaration shall be permitted in perpetuity, notwithstanding an assignment of Declarant's rights and powers pursuant to Section 5 of this Article XI and notwithstanding the transition of control over the Association or its Board of Directors from Declarant to the Owners. Any amendment, change or replacement of this Declaration must be recorded with the Oakland County Register of Deeds.

Section 4. Annexation of Additional Lots and/or Common Area.

Declarant reserves the right at any time or times in the future to amend this Declaration by adding to it one or more additional subdivisions of land or condominium developments located in Section 33 and/or Section 34 of the Township of Oxford and/or Section 4 of the Township of Orion, Michigan, hereafter developed and platted by Declarant or its assigns. Such additional subdivisions may or may not contain Common Area. Subject to the limitations set forth in Section 8 of this Article XI, any such amendment(s) to this Declaration shall provide that the owners of all residential lots or condominium units located in such lands shall be required to be Members of the Lakes of Indianwood Subdivision Association and shall be subject to the covenants, restrictions, easements, charges and liens set forth herein. Such amendment(s) shall also provide that the Common Area contained within The Subdivision and all such future added subdivision or condominium lands shall be for the use and benefit of all owners of lots in The Subdivision and all such future added subdivision and condominium lands. Additional lots, condominium units and Common Area may be annexed to the Association by Declarant without the consent or approval of the Association or any of its Members or any Owner. Annexation by action of the Association shall require the consent of two-thirds (2/3rds) of its Members.

Section 5. Assignment or Transfer of Rights and Powers.

Declarant hereby reserves the unequivocal right to assign to the Association in whole or in part, from time to time, any or all of the rights and powers, titles, easements and estates hereby reserved or given to Declarant herein, including the right and power to approve or disapprove any use, act, proposed action, or any other matter or thing, except that Declarant's right to amend, change or replace this Declaration without the consent of the Owners as provided in Section 3 of this Article XI may not be assigned. Any such permitted assignment or transfer shall be made by appropriate instrument, in writing, and such assignee shall thereupon have the same rights and powers, and be subject to the same obligations and duties as herein given and reserved to and assumed by Declarant in connection with the rights, powers, and easements so assigned, and such instrument, when executed by such assignee, shall without further act release said Declarant from all obligation, duties and liability in connection therewith.

Section 6. Deviations by Agreement with Developer.

Declarant hereby reserves the right to enter into agreements with the Owner of any lot or lots, without the consent of Owners of other lots or adjoining or adjacent property, to deviate from any or all of the covenants set forth in this Declaration provided there are

practical difficulties or particular hardships evidenced by the lot Owner. Any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of any such covenant as to the remaining lots. These deviations shall only be permitted by Declarant in his sole discretion to improve or maintain the quality and well being of The Subdivision and any future added subdivisions or condominium developments.

Section 7. Transition of Association Board of Directors.

The Association By-Laws shall provide that the Board of Directors of the Association may be appointed by the Declarant until such time as eighty (80%) percent of the lots in The Subdivision and any future annexed subdivisions or condominium developments have been sold to Owners, and thereafter shall be elected by the Owners. In the event that eighty (80%) percent of the lots have at any time been sold to Owners and the Owners are unwilling or unable to elect a Board of Directors who desire to serve as Directors, the Declarant reserves the right to grant to the Management Agent of the Association or to such other designee chosen by Declarant the right to appoint a Board of Directors composed of either Owners or non-Owners, or some combination thereof. The fee charged by the Management Agent or other designee and by the Directors shall be paid directly by the Association. The right of the Management Agent or other designee to appoint the Board of Directors shall continue until the first annual meeting at which the Owners are willing and able to elect a Board of Directors of Owners who desire to serve as Directors.

Section 8. Use of Common Area by Adjacent Developments.

Declarant reserves the right at any time or times in the future to grant the right of the owners of any lots or units located in any subdivisions platted or condominium developments located in Section 33 and/or Section 34 of the Township of Oxford, Michigan and/or Section 4 of the Township of Orion, Michigan, and their families and invited guests, to use and enjoy the Common Area, facilities and amenities now or hereafter located thereon, including without limitation any lakes or water courses located in The Subdivision or any future annexed subdivisions or condominium developments, and any docks and boats provided for the common use of the Owners and their families and guests. Declarant may, but need not, require that any separate association of the aforesaid condominium unit or lot owners, and/or such other condominium unit or lot owners themselves, pay a fee or be subject to assessments by the Association in return for such right to use and enjoy the Common Area.

IN WITNESS WHEREOF, the undersigned, being all of the parties with an ownership interest in the lots in The Subdivision have caused these presents to be executed on this 26TH day of OCTOBER, 1992.

IN THE PRESENCE OF:

Joyce E. Kuhn
Joyce E. Kuhn

Teri Friedman
Teri Friedman

PATRICIA A. HICKA
PATRICIA A. HICKA

TERESA E. FULLON
TERESA E. FULLON

INDIANWOOD LIMITED PARTNERSHIP
a Michigan Limited Partnership

By: BILTMORE PROPERTIES CORPORATION
a Michigan Corporation,
General Partner

By: Andrew M. Coden
Andrew M. Coden
Its Vice President

NBD BANK, N.A.
a National Banking Association

By: David Fellingham
David Fellingham
Its Vice President

STATE OF MICHIGAN)
) SS
 COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 20th day of October, 1992, by Andrew M. Coden, Vice President of Biltmore Properties Corporation, a Michigan Corporation, General Partner on behalf of Indianwood Limited Partnership, a Michigan Limited Partnership.

My Commission expires:
 April 13, 1993

Joyce E. Kuhn
 Joyce E. Kuhn, Notary Public
 Oakland County, Michigan

STATE OF MICHIGAN)
) SS
 COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 20th day of October, 1992, by David Fellingham, Vice President of NBD Bank, N.A., a National Banking Association, on behalf of said banking association.

My Commission expires:
2.21.94

Barbara Wyrembelski
 Notary Public
 Oakland County, Michigan

BARBARA WYREMBELSKI
 Notary Public, Macomb County, Michigan
 Acting in Oakland County
 My Commission Expires February 21, 1994

S:\LEGAL\LOI#1RES.SAV
 REV: 10/20/92

THIS INSTRUMENT DRAFTED BY AND
 WHEN RECORDED RETURN TO:

Andrew M. Coden, Esq.
 2025 West Long Lake, Suite 104
 Troy, Michigan 48098

EXHIBIT 5

LAKES OF INDIANWOOD SUBDIVISION NO. 2

SUPPLEMENTARY DECLARATION OF
COVENANTS AND RESTRICTIONS

\$ 11.00 MISCELLANEOUS RECORDING

12.00 REMONUMENTATION

17 MAR 95 4:35 P.M.

RECEIVED

CLERK OF THE COUNTY CLERK

OAKLAND COUNTY, MICHIGAN

INDIANWOOD LIMITED PARTNERSHIP, a Michigan limited partnership ("Declarant"), having its principal office at 2025 West Long Lake Road, Suite 104, Troy, Michigan 48098, being the owner of the following described lands, herewith forms this Supplemental Declaration of Covenants and Restrictions this 15 day of MARCH, 1995, and they shall run with and bind the lands hereinafter described, and shall inure to the benefit of, and be enforceable by, the owner of any land subject thereto, their respective legal representatives, heirs, successors and assigns, and in accordance with the provisions of Act No. 288, Public Acts of 1957 of the State of Michigan (the "Subdivision Control Act of 1967")

A. LAND COVERED BY THIS SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS:

Lots 31 through 36, both inclusive, of Lakes of Indianwood Subdivision No. 2, a part of the Northeast one-quarter (1/4) of Section 4, Town 4 South, Range 10 East, Orion Township, Oakland County, Michigan, according to the Plat thereof recorded in Liber 238, Pages 27 through 27, inclusive, Oakland County Records.

09-04-236.001 Paint Creek 238

B. COVENANTS AND RESTRICTIONS APPLICABLE TO LOTS 31 THROUGH 36, BOTH INCLUSIVE ("SUBDIVISION NO. 2"):

a. No filling, grading, alteration or occupation of the 100 Year Flood Plain limit for Paint Creek, as shown on the recorded plat of Subdivision No. 2, will be allowed without the approval of the Michigan Department of Natural Resources. The 100 Year Flood Plain limit for Paint Creek is elevation 1000.2 (N.G.V. datum) within the confines of Subdivision 2.

b. No building used or capable of being used for residential purposes and occupancy shall be constructed on any lot in Subdivision No. 2 unless the lowest floor, including basement floors, is constructed and maintained at or above elevation 1000.2 (N.G.V. datum).

c. No well shall be dug, installed or constructed on any lot in Subdivision No. 2. Instead, all dwellings shall be served by public water.

d. Septic systems shall be permitted in Subdivision No. 2. Appropriate permits for the installation of on-site sewage disposal systems shall be obtained from the Oakland County Health Division prior to consideration.

e. Preservation of Wetlands

Section 1. Part of Lots 31, 34 and 35 and portions of the Common Area within Subdivision No. 2 are within wetland areas. "Private Conservation Preservation Easements" have been granted to the State of Michigan Department of Natural Resources ("DNR") as depicted on the plat of Subdivision No. 2. Declarant reserves the right to enter into an easement agreement or agreements with the DNR in order to set forth the terms and conditions of such easements. All property covered by such easement is herein referred to as "Wetlands".

Section 2. Except as may be approved by both the Michigan Department of Natural Resources and the Township of Orion,

O.K. - LM

the Wetlands shall not be filled, graded, improved, landscaped, altered or disturbed for any purpose in any manner whatsoever and no underground improvement or utilities shall be installed within the Wetlands, in order to protect and preserve the Wetlands. Without limiting the foregoing restriction, the creation of lawn or beach areas within the Wetlands is strictly prohibited, provided that a riparian owner shall not be deprived of his rights to access, dockage, use and title to natural accretions associated with his ownership of water frontage.

Section 3. Nothing contained in this Preservation of Wetlands provision shall be construed to limit or prohibit within the Wetlands the removal of diseased or dying trees, the trimming or removal of trees which could or might reasonably be expected to cause injury to persons or property if left untended, or the cleaning and clearing of scrub vegetation.

f. No lot shall be used for other than the construction of single family dwellings.

C. RESTRICTIONS ENFORCEABLE IN PERPETUITY:

The foregoing Covenants and Restrictions shall run with and bind the lands above described, in perpetuity, and may be enforced in the manner permitted by law, by any person or persons owning real property within Subdivision No. 2, and by any public body having jurisdiction under the provisions of Section 254 of Act No. 288, Public Acts of 1967 of the States of Michigan, against anyone who has or acquires an interest in the land subject to these Covenants and Restrictions.

Signed in the
Presence of:

Signed by:
INDIANWOOD LIMITED PARTNERSHIP
a Michigan limited partnership
BY: BILTMORE PROPERTIES CORPORATION
a Michigan corporation,
General Partner



Joyce E. Kuhn

By: 
Andrew M. Coden
Its: Vice-President


Theresa D. Pate

STATE OF MICHIGAN)
 SS
COUNTY OF OAKLAND)

The within instrument was acknowledged before me this 1st day of February, 1995, by Andrew M. Coden, Vice-President of Biltmore Properties Corporation, a Michigan corporation, General Partner of Indianwood Limited Partnership, a Michigan limited partnership, on behalf of the partnership.


Joyce E. Kuhn, Notary Public
Oakland County, Michigan

My Commission expires: 3/26/97

DRAFTED BY AND
WHEN RECORDED
RETURN TO:

Andrew M. Coden
2025 West Long Lake Road
Suite 104
Troy, MI 48098

CONSENT OF MORTGAGEE

NBD BANK, a Michigan banking corporation, whose address is 611 Woodward, Detroit, Michigan 48226, mortgagee of portions of Lakes of Indianwood Subdivision No. 2, pursuant to a Mortgage recorded at Liber 15190, Page 612, Oakland County Records, consents to the foregoing Supplementary Declaration of Covenants and Restrictions and agrees that its Mortgages shall be subordinate and subject to the foregoing Supplementary Declaration of Covenants and Restrictions.

WITNESSES:

NBD BANK
a Michigan banking corporation

Dawn M. Haacke
DAWN M. HAACKE
Deborah A. Tupper
DEBORAH A. TUPPER

By: Sharon M. Mandel
SHARON M. MANDEL
Its: Vice President
VICE PRESIDENT

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

The foregoing was acknowledged before me this 2nd day of March 1995, by Sharon M. Mandel, Vice President of NBD BANK, a Michigan banking corporation, on behalf of said corporation.

Dawn M. Haacke
Notary Public
OAKLAND County, Michigan
My Commission Expires:

Notary Public, Oakland County, MI
My Commission Expires May 12, 1995

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EXHIBIT 6

APR 1995 057308

LAKES OF INDIANWOOD SUBDIVISION NO. 3

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

INDIANWOOD LIMITED PARTNERSHIP, a Michigan limited partnership ("Declarant"), having its principal office at 2025 West Long Lake Road, Suite 104, Troy, Michigan 48098, being the owner of the following described lands, herewith forms this Supplemental Declaration of Covenants and Restrictions this 13TH day of MARCH, 1995, and they shall run with and bind the lands hereinafter described, and shall inure to the benefit of, and be enforceable by, the owner of any land subject thereto, their respective legal representatives, heirs, successors and assigns, and in accordance with the provisions of Act No. 288, Public Acts of 1967 of the State of Michigan (the "Subdivision Control Act of 1967")

A. LAND COVERED BY THIS SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS:

Lots 37 through 45, both inclusive, of Lakes of Indianwood Subdivision No. 3, a part of the Southeast one-quarter (1/4) of Section 33 and the Southwest one-quarter (1/4) of Section 34, Town 5 North, Range 10 East, Oxford Township, Oakland County, Michigan, according to the Plat thereof recorded in Liber 239, Pages 4 through 7, inclusive, Oakland County Records.

04-34-300-004 SW 1/4, SEC. 34
04-33-476-001 SE 1/4, SEC. 33

B. COVENANTS AND RESTRICTIONS APPLICABLE TO PARENT PARCEL LOTS 37 THROUGH 45, BOTH INCLUSIVE ("SUBDIVISION NO. 3"):

a. No filling, grading, alteration or occupation of the 100 Year Flood Plain limit for Duck Lake, as shown on the recorded plat of Subdivision No. 3, will be allowed without the approval of the Michigan Department of Natural Resources. The 100 Year Flood Plain limit for Duck Lake is elevation 1000.2 (N.G.V. datum) within the confines of Subdivision 3.

b. No building used or capable of being used for residential purposes and occupancy shall be constructed on any lot in Subdivision No. 3 unless the lowest floor, including basement floors, is constructed and maintained at or above elevation 1000.2 (N.G.V. datum).

c. No lot shall be used for other than construction of single family dwellings.

d. Dwellings in Subdivision No. 3 shall be served by a potable water supply system. All wells on individual lots shall be drilled by a well driller, registered by the State of Michigan, to depths of at least 80 feet with adequate yield. All wells shall be grouted completely through the clay barrier. In the absence of an adequate clay barrier the minimum well depth shall be 100 feet, grouted full length. A completed well log form for each potable water well shall be submitted to Oakland County Health Division within sixty (60) days following completion of such well.

e. Permits, where applicable, for the installation of on-site wells, shall be obtained from the Oakland County Health Division prior to consideration.

f. Although not considered health related, the elevated hardness (314 mg/l) of the underground water within Subdivision No. 3 may be aesthetically objectionable. Prospective residents of Subdivision No. 3 are advised that softening or treatment systems may be necessary or desirable for their drinking water.

\$ 13.00 MISCELLANEOUS RECORDING
\$ 2.00 REMONUMENTATION
APR 95 12:36 P.M. RECEIVED
PAID RECORDED - OAKLAND COUNTY
LYNN H. ALLEN, CLERK OF DEEDS

12,000
+ 2.00

O.K. -S.R.

g. Septic systems shall be permitted in Subdivision No. 3. Appropriate permits for the installation of on-site sewage disposal systems shall be obtained from the Oakland County Health Division prior to consideration.

h. When deemed necessary, due to the soil condition, configuration of the lot, grade, or elevated ground water, an engineered plan or a septic design may be required for on-site sewage disposal. Such plans, if required, must be submitted to the Oakland County Health Division for review and approval prior to the issuance of an on-site sewage disposal permit.

i. Preservation of Wetlands.

Section 1. Part of Lots 37 and 40 through 45, inclusive, and portions of the Common Area within Subdivision No. 3 are within wetland areas. "Private Conservation Preservation Easements" have been granted to the State of Michigan Department of Natural Resources ("DNR") as depicted on the plat of Subdivision No. 3. Declarant reserves the right to enter into an easement agreement or agreements with the DNR in order to set forth the terms and conditions of such easements. All property covered by such easement is herein referred to as "Wetlands".

Section 2. Except as may be approved by both the Michigan Department of Natural Resources and the Township of Oxford, the Wetlands shall not be filled, graded, improved, landscaped, altered or disturbed for any purpose in any manner whatsoever and no underground improvement or utilities shall be installed within the Wetlands, in order to protect and preserve the Wetlands. Without limiting the foregoing restriction, the creation of lawn or beach areas within the Wetlands is strictly prohibited, provided that a riparian owner shall not be deprived of his rights to access, dockage, use and title to natural accretions associated with his ownership of water frontage.

Section 3. Nothing contained in this Preservation of Wetlands provision shall be construed to limit or prohibit within the Wetlands the removal of diseased or dying trees, the trimming or removal of trees which could or might reasonably be expected to cause injury to persons or property if left untended, or the cleaning and clearing of scrub vegetation.

C. **RESTRICTIONS ENFORCEABLE IN PERPETUITY:**

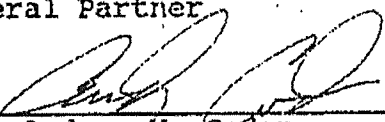
The foregoing Covenants and Restrictions shall run with and bind the lands above described, in perpetuity, and may be enforced in the manner permitted by law, by any person or persons owning real property within Subdivision No. 3, and by any public body having jurisdiction under the provisions of Section 254 of Act No. 288, Public Acts of 1967 of the States of Michigan, against anyone who has or acquires an interest in the land subject to these Covenants and Restrictions.

Signed in the
Presence of:


Joyce E. Kuhn


Theresa D. Pate

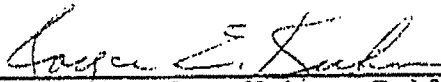
Signed by:
INDIANWOOD LIMITED PARTNERSHIP
a Michigan limited partnership
BY: BILTMORE PROPERTIES CORPORATION
a Michigan corporation,
General Partner

By: 
Andrew M. Goden
Its: Vice-President

LIST# 15329-483

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The within instrument was acknowledged before me this 1ST day of MARCH, 1995, by Andrew M. Coden, Vice-President of Biltmore Properties Corporation, a Michigan corporation, General Partner of Indianwood Limited Partnership, a Michigan limited partnership, on behalf of the partnership.



Joyce E. Kuhn, Notary Public
Oakland County, Michigan

My Commission expires: 3/26/97

DRAFTED BY AND
WHEN RECORDED
RETURN TO:

Andrew M. Coden
2025 West Long Lake Road
Suite 104
Troy, MI 48098

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02/27/95

CONSENT OF MORTGAGEE

NBD BANK, a Michigan banking corporation, whose address is 511 Woodward, Detroit, Michigan 48226, mortgagee of portions of Lakes of Indianwood Subdivision No. 3, pursuant to a Mortgage recorded at Liber 15190, Page 612, Oakland County Records, consents to the foregoing Supplementary Declaration of Covenants and Restrictions and agrees that its Mortgages shall be subordinate and subject to the foregoing Supplementary Declaration of Covenants and Restrictions.

WITNESSES:

NBD BANK
a Michigan banking corporation

Dawn M. Haacke
DAWN M. HAACKE

By: Sharon M. Mandel
SHARON M. MANDEL

Deborah A. Tupper
DEBORAH A. TUPPER

Its: VICE PRESIDENT

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

The foregoing was acknowledged before me this 2nd day of March 1995, by Sharon M. Mandel, vice president of NBD BANK, a Michigan banking corporation, on behalf of said corporation.

Dawn M. Haacke
Notary Public
OAKLAND County, Michigan
My Commission Expires:

DAWN M. HAACKE
Notary Public, Oakland County, MI
My Commission Expires May 12, 1996

EXHIBIT 7

RESTATED DECLARATION OF RESTRICTIONS
 FOR LAKES OF INDIANWOOD SUBDIVISION
 AND DECLARATION OF RESTRICTIONS
 LAKES OF INDIANWOOD SUBDIVISION NO. 2
 LAKES OF INDIANWOOD SUBDIVISION NO. 3

MICHIGAN DEPARTMENT OF STATE
 RECEIVED - OAKLAND COUNTY
 ALLEN, CLERK/REGISTER OF DEEDS

WHEREAS, the undersigned, Indianwood Limited Partnership, a Michigan limited partnership, of 2025 W. Long Lake Road, Suite 104, Troy, Michigan 48098, hereinafter referred to as "Declarant", being the owner in fee simple of the lands hereinafter described, has previously recorded that certain Declaration of Restrictions for Lakes of Indianwood Subdivision No. 1, recorded in Liber 13130, Pages 017 through 036, inclusive (the "Terminated Restrictions"); and

WHEREAS, the Terminated Restrictions provide in Article XI that the Terminated Restrictions may be amended by a recorded instrument signed by not less than eighty (80%) percent of the Owners, as defined in the Terminated Restrictions; and

WHEREAS, as of the date hereof Declarant and the other party executing this Declaration constitute at least eighty (80%) percent of the Owners.

WHEREAS, Declarant desires to restate and replace the Terminated Restrictions, and declare restrictions applicable to other nearby subdivisions; and

WHEREAS, Declarant desires to create a planned community with private parks for the benefit of all residents of property located in Subdivision No. 1, Subdivision No. 2 or Subdivision No. 3, as defined below in Article II; and.

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values and amenities in Subdivision No. 1, Subdivision No. 2 and Subdivision No. 3 (collectively referred to hereinafter as "The Subdivisions") and to this end desires to subject The Subdivisions and the Common Area to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of The Subdivisions and each owner of a lot therein; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in The Subdivisions, to create a legal entity to own, maintain, preserve and administer the Common Area, as hereinafter defined, and facilities, equipment and amenities that may be constructed thereon or used therein, the storm water retention and sedimentation control areas and facilities, storm sewers, walkways, signs, wetlands, and subdivision entrance areas, and to collect and disburse the assessments and charges hereinafter created, and to promote the recreation, health, safety and welfare of the residents; and

WHEREAS, Declarant may, at some future time, plat additional subdivisions of land and/or construct condominium developments in Section 33 and/or Section 34 of the Township of Oxford and/or in Section 4 of the Township of Orion, Michigan, and subject the lots, condominium units and common area so platted or developed to the covenants, restrictions, easements, charges and liens set forth herein by amendments made to this Declaration.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the undersigned, its successors and assigns, and all intending purchasers and future owners of the various lots comprising The Subdivisions, the undersigned Declarant for itself, its successors and assigns does hereby declare that the Terminated Restrictions are hereby rendered null and void, and does hereby publish, declare and make known to all existing owners, intending purchasers and future owners of the various lots comprising The Subdivisions, except for Lots 31, 32 and 33 of Subdivision No. 2, that the same will and shall be used, held, and/or sold expressly subject to the following liens,

Sub 09-04-252-000 - Lakes of Indianwood - 122015 OK - O.K.
 Sub 09-04-226-000 - Lakes of Indianwood - 22258027
 04-34-300-001 - Broad Branch Lakes of Indianwood
 04-33-476-001

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conditions, restrictions, covenants and agreements which shall be incorporated by reference in all deeds of conveyance and contracts for the sale of said lots and which shall run with the land and be binding upon all grantees of said lots and on their respective heirs, personal representatives, successors and assigns. Lots 31, 32 and 33 of Subdivision No. 2 are specifically exempted herefrom, and shall not be subject to the liens, conditions, restrictions, covenants and agreements set forth herein.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to the Lakes of Indianwood Subdivision Association, a Michigan Non-Profit Corporation, its successors and assigns.

Section 2. "Common Area" shall mean those areas of land within The Subdivisions or any future annexed subdivisions or condominium developments (including any improvements thereto) now or hereafter owned by the Association for the common use, benefit and enjoyment of the Owners. The Common Area initially to be owned by the Association is described as follows:

- a) Indianwood Park and Paint Creek Park of Lakes of Indianwood Subdivision No. 1, of part of the Northeast 1/4 of Section 4, T. 4 N., R. 10 E., Township of Orion, Oakland County, Michigan, according to the plat thereof as recorded in Liber 222 of Plats, Pages 15 through 19, both inclusive, Oakland County Records; and
- b) Indian Meadows Park and Pinewood Park of Lakes of Indianwood Subdivision No. 2, of part of the Northeast 1/4 of Section 4, T. 4 N., R. 10 E., Township of Orion, Oakland County, Michigan, according to the plat thereof as recorded in Liber 238 of Plats, Pages 27 through 29, both inclusive, Oakland County Records; and
- c) Deer Path Trail Park East, Deer Path Trail Park West and Pinewood Park North of Lakes of Indianwood Subdivision No. 3 of part of the Southeast 1/4 of Section 33 and the Southwest 1/4 of Section 34, T. 5 N., R. 10 E., Township of Oxford, Oakland County, Michigan, according to the plat thereof as recorded in Liber 239 of Plats, Pages 4 through 7, both inclusive, Oakland County Records.

Section 3. "Declarant" shall mean and refer to Indianwood Limited Partnership, a Michigan Limited Partnership, its successors and assigns.

Section 4. "Declaration" shall mean and refer to this Restated Declaration of Restrictions, as recorded in the office of the Oakland County Register of Deeds, State of Michigan.

Section 5. "lot" shall mean and refer to any numbered lot, other than Lots 31, 32 and 33 of Lakes of Indianwood Subdivision No. 2, shown on the recorded plat of Subdivision No. 1, Subdivision No. 2, Subdivision No. 3, or any future subdivisions hereafter annexed, to any building site resulting from the combination of lots and to any building site resulting from a proper lot split of any lot. "lot" shall also mean and refer to any building site or condominium unit located in any condominium development which may in the future be annexed or incorporated into the Association.

Section 6. "Member" shall mean and refer to those persons entitled to membership in the Association, as provided in this Declaration.

Section 7. "Owner" shall mean and refer to the record owner or purchaser, whether one or more persons or entities, of any lot which is a part of Subdivision No. 1, Subdivision No. 2, Subdivision No. 3 or

any future subdivisions or condominium developments hereafter annexed, or the land contract purchaser thereof, but excluding those having any interest merely as security for the performance of an obligation.

Section 8. "Prior Applicable Restrictions" shall mean and refer to that certain Supplementary Declaration of Covenants and Restrictions applicable to Subdivision No. 2, recorded in Liber 15298, Pages 666 through 668, both inclusive, Oakland County Records, and to that certain Supplementary Declaration of Covenants and Restrictions applicable to Subdivision No. 3, recorded in Liber 15329, Pages 481 through 484, both inclusive, Oakland County Records. This Declaration, and the conveyance and use of each lot, shall be subject to the covenants and conditions of the Prior Applicable Restrictions. Certain of the covenants and restrictions set forth in the Prior Applicable Restrictions are also set forth and/or supplemented in this Declaration. To the extent of any conflict between the covenants and restrictions set forth in the Prior Applicable Restrictions and those set forth in this Declaration, the covenants and restrictions set forth in the Prior Applicable Restrictions shall control.

Section 9. "Subdivision No. 1" shall mean and refer to property located in the Township of Orion, Oakland County, Michigan, more particularly described as follows:

Lots 1 through 30, both inclusive, and Indianwood Park and Paint Creek Park of Lakes of Indianwood Subdivision No. 1, of part of the Northeast 1/4 of Section 4, T. 4 N., R. 10 E., Township of Orion, Oakland County, Michigan, according to the plat thereof as recorded in Liber 222 of Plats, Pages 15 through 19, both inclusive, Oakland County Records.

Section 10. "Subdivision No. 2" shall mean and refer to property located in the Township of Orion, Oakland County, Michigan, more particularly described as follows:

Lots 31 through 36, both inclusive, and Indian Meadows Park and Pinewood Park of Lakes of Indianwood Subdivision No. 2, of part of the Northeast 1/4 of Section 4, T. 4 N., R. 10 E., Township of Orion, Oakland County, Michigan, according to the plat thereof as recorded in Liber 238 of Plats, Pages 27 through 29, both inclusive, Oakland County Records.

Section 11. "Subdivision No. 3" shall mean and refer to property located in the Township of Oxford, Oakland County, Michigan, more particularly described as follows:

Lots 37 through 45, both inclusive, and Deer Path Trail Park East, Deer Path Trail Park West and Pinewood Park North of Lakes of Indianwood Subdivision No. 3 of part of the Southeast 1/4 of Section 33 and the Southwest 1/4 of Section 34, T. 5 N., R. 10 E., Township of Oxford, Oakland County, Michigan, according to the plat thereof as recorded in Liber 239 of Plats, Pages 4 through 7, both inclusive, Oakland County Records.

Section 12. "The Subdivisions" shall mean and refer to Subdivision No. 1, Subdivision No. 2 and Subdivision No. 3, and to any future subdivisions or condominium developments which may hereafter be annexed.

ARTICLE II ESTABLISHMENT AND DEDICATION

Section 1. Establishment of Non-Profit Corporation.

There is hereby established an association of the Owners of each of the lots in The Subdivisions, to be known as the Lakes of Indianwood Subdivision Association. Such Association is already in existence. The Association has been organized as a Non-Profit Corporation for a perpetual term under the laws of the State of Michigan and shall have such powers as are enumerated in this Declaration as well as those set forth in the corporate By-Laws for the Association.

Section 2. Dedication of Common Area.

Declarant hereby dedicates and conveys to each Owner of a lot in The Subdivisions a right and easement of enjoyment in and to the Common Area and hereby covenants that it will convey the Common Area to the Association free and clear of all liens and encumbrances. Subject to the requirements of Article VIII below, the Declarant retains the right to enter the Common Area as permitted by the Michigan Department of Natural Resources for the purpose of conducting resource management activities, including but not limited to, habitat enhancement, creation and restoration.

Title to the Common Area shall vest in the Association subject to the rights and easement of enjoyment in and to such Common Area by the Owners. Said easement of enjoyment shall not be personal, but shall be considered to be appurtenant to the lots and shall pass with the title to the lots whether or not specifically set forth in the deeds of conveyance of the lots.

ARTICLE III
PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment.

The right and easement of enjoyment of each Owner in and to the Common Area shall be subject to the following prior rights of the Association:

a. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

b. The right of the Association to suspend the voting rights and right to use the Common Area by an Owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

c. The right of the Association to grant easements through the Common Area, and to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication, grant or transfer shall be effective unless an instrument agreeing to such dedication, grant or transfer signed by two-thirds (2/3) of the Members has been recorded with the Oakland County Register of Deeds.

d. The right of the Association to levy assessments, as set forth in Article V, below.

Section 2. Delegation of Use.

Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or purchasers who reside on his lot.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership.

Except for the owners of Lots 31, 32 and 33 of Subdivision No. 2, which Owners are specifically exempted from the obligation of membership in the Association and from all other obligations set forth in this Declaration including the obligation to pay assessments to the Association, every person who or which is the Owner of a lot shall be a Member of the Association. Membership in the Association is and shall be appurtenant to, and may not be separated from, ownership of any lot. Notwithstanding the foregoing, the termination of any

person's ownership interest in any lot, and the consequent termination of such person's membership in the Association, shall not relieve such person from any debt or obligation attributable to such lot which accrued or arose during the period such person was an Owner of such lot.

Section 2. Voting Rights.

The Association shall have two classes of membership, being Class A and Class B, as follows:

(a) Class A membership shall be voting, and the Declarant shall be the only Class A Member;

(b) each owner of a lot other than the Declarant shall be a Class B Member;

(c) Class B membership shall be non-voting until the time specified in subsection 2.(d) below, at which time all Owners (including the Declarant) shall be entitled to vote on a one vote per lot basis (regardless of the number of Owners of any such lot);

(d) the Declarant shall have the sole vote in the Association, and the consequent right to appoint the Board of Directors of the Association (the "Board"), until such time as seventy-five (75%) percent of the lots or condominium units, as the case may be, in each of The Subdivisions, and in every subdivision of land or condominium development which in the future is annexed by the Declarant or the Association in accordance with Article XI, Section 4 of this Declaration, shall have occupied residences on them, or until such earlier time as may be designated in writing by the Declarant; and

(e) at such time as seventy-five (75%) percent of the lots or condominium units, as the case may be, in each of The Subdivisions, and in every subdivision of land and condominium development which in the future is annexed by the Declarant or the Association in accordance with Article XI, Section 4 of this Declaration, shall have occupied residences on them, or at such earlier time as may be designated by the Declarant, Class B Members of the Association shall have the voting rights described in subsection 2.(c) above, and thereafter, the Board shall be elected by the combined vote of the Class A and Class B Members (in each case, voting on a one vote per lot basis).

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

Each Owner of a lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual general assessments or charges, and (2) special assessments for capital improvements. Such assessments shall be established and collected as hereinafter provided. The general and special assessments, together with interest thereon, late payment fees and collection costs, including reasonable attorney's fees, shall be a charge on the lot and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest thereon, late payment fees and costs of collection thereof, including reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such lot at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in The Subdivisions and future subdivisions and condominium developments hereafter annexed, and in particular for the improvement and maintenance of the Common Area now or hereafter owned by the Association, and facilities, equipment or amenities constructed thereon or used therein, the storm water retention and sedimentation control areas and basins, storm sewers, walkways and other property now or hereafter under the control of the Association, including any and all community docks and boats, signs, wetlands, lakes, water courses, water bubblers and subdivision entrance areas (including, without limitation, entrance monuments, landscaping and water features); for planting and maintenance of trees, shrubs and grass; for raking, harvesting, dredging and chemically controlling growth of vegetation in lakes and water courses; for construction, operation and maintenance of recreational facilities; for caring for vacant lots; for providing community services; and for the protection of the Owners.

Section 3. Maximum Annual Assessment.

Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be Three Hundred Sixty Dollars (\$360.00) per lot owned by an Owner.

a. From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year without a vote of the Members to an amount which is not more than ten percent (10%) greater than the maximum assessment which was permissible to be assessed hereunder for the previous year.

b. From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above the ten percent (10%) increase permitted by subsection a. by a vote of two-thirds (2/3) of the Members who are voting in person or by proxy, at a meeting duly called for that purpose.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy against each Owner, in any assessment year, 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, replacement or maintenance of any improvement upon the Common Area and other areas and facilities, equipment and amenities which now or hereafter may be under the control of the Association, including without limitation any and all subdivision entrance areas, signs, wetlands, lakes, water courses, storm water retention and sedimentation control areas and facilities, storm sewers, walkways, community docks and boats, fixtures and personal property, or for any other legal purpose desired by the Association, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for that purpose.

Section 5. Notice and Quorum for Actions Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 of this Article shall be sent to all Members not less than 15 days nor more than 30 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast forty (40%) percent of the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rate of Assessment.

Both the general and the special assessments shall be set by the Board of Directors at a uniform rate for the Owners of all lots and may be collected on a monthly or an annual basis.

Section 7. Date of Commencement of Annual Assessments; Due Dates.

For each individual subdivision or condominium development subject to this Declaration, the annual assessments provided for herein shall commence as to all lots therein on the first day of the month following the first conveyance to an Owner of a lot therein. A conveyance to a builder who has purchased a lot for the purpose of constructing a residence thereon for sale to an Owner shall not be deemed a conveyance to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall endeavor to fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto, provided that failure by the Association to send such written notice on a timely basis shall not permit any Owner to avoid paying the assessment if a notice of assessment is eventually sent. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot shall be binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association.

Any assessment not paid in full within thirty (30) days following the due date, or within thirty (30) days following such subsequent date upon which written notice of the assessment has been sent by the Association, shall bear interest from the due date at the rate of eleven (11%) percent per annum and shall be subject to a late payment fee equal to twenty (20%) percent of the amount of the assessment to cover the cost of collection by the Association. In the event that the cost of collection, including attorneys fees, exceeds twenty (20%) percent of the amount of the assessment, the Association shall be entitled to collect the deficiency. The aggregate amount of the unpaid assessment, interest, late payment fee and deficiency shall be a lien against the lot corresponding to the unpaid assessment. The Association may bring an action at law against the Owner personally obligated to pay the assessment, interest, late payment fee and deficiency, and may foreclose the lien against the lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Exempt Property.

All Common Area and all other property exempt from taxation by state or local governments and dedicated for public use shall be exempt from assessment, charge and lien created herein.

Section 10. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein on any lot shall be subordinate to the lien of any first mortgage covering the lot. Sale or transfer of any lot shall not affect the lien of the assessments. However, the sale or transfer of any lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of the assessments, but shall not extinguish the Owner's personal obligation for payment of assessments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments becoming due after such sale or from the lien thereof.

Section 11. Failure of Association to Maintain the Common Area.

In the event that the Association shall at any time fail to construct, maintain and preserve the Common Area, including without limitation the storm water retention and sedimentation control areas and facilities, storm sewers, wetlands, lakes and water courses located within the Common Area or located in any future annexed subdivisions or condominium developments in reasonable order and condition, the Township of Orion or the Township of Oxford, as the case may be, may serve written notice upon the Association or upon the Owners setting forth the manner in which the Association has failed to maintain or preserve the Common Area in reasonable condition, and said notice shall include a demand that deficiencies of maintenance be cured within a stated reasonable time period. If the deficiencies set forth in the notice or in any modification thereof shall not be cured within said reasonable time or any extension thereof, the Township, in order to preserve the taxable values of the properties within The Subdivisions and to prevent the Common Area from becoming a public nuisance, may enter upon the Common Area and maintain the same for a reasonable period of time until the Association is able to do so. Said maintenance by the Township shall not constitute a taking of the Common Area nor vest in the public any right to use the same. In any event, should an emergency threatening the public health, safety and/or general welfare be determined by the Township to exist, the Township shall have the right to take immediate corrective action. The reasonable cost of such maintenance by the Township shall be paid by the Association and if not paid within thirty (30) days following the date of billing may become a lien on each lot in The Subdivisions, on a pro rata basis, to be assessed and collected in a like manner as general township taxes are assessed and collected.

Section 12. Fluctuation of Water Levels.

The lakes and water courses located in The Subdivisions and in any future annexed subdivisions or condominium developments are subject to fluctuations in water level resulting from weather and other causes. The Association shall be obligated to take such reasonable actions from time to time to seek to minimize the effects of such fluctuations and to attempt to maintain as constant a water level as possible; however there is no assurance that the fluctuations can be avoided.

Section 13. Affiliation with Other Associations.

The Subdivisions are part of a planned development intended to be located in Orion Township and in Oxford Township and to be known as "Lakes of Indianwood". Other subdivisions or condominium developments which may become part of Lakes of Indianwood may be annexed pursuant to Article XI below or may instead be represented by other associations of their lot or condominium unit owners. The Association shall be permitted, and at the request of Declarant shall be obligated, to contract with such other associations of owners of lots or condominium units in Lakes of Indianwood for the maintenance of the Common Area and/or other common areas located within any future subdivisions or condominium developments located in Lakes of Indianwood, and for maintenance of any facilities that may be constructed on the Common Area or such other common areas. Without limitation, such contract may either require the Association to reimburse such other association(s) for services provided to The Subdivisions or the Common Areas, or may require the Association to provide and be reimbursed for services benefiting such other associations or any other such subdivisions, condominium developments or common areas.

ARTICLE VI
ARCHITECTURAL CONTROL

No building, fence, wall, deck, dock, swimming pool, outbuilding or other structure, landscaping, statue, ornament or other exterior improvement shall be commenced, erected or maintained on any lot, nor shall any exterior addition to or change or alteration therein or change in the exterior appearance thereof or change in landscaping be made until the plans and specifications showing the nature, kind, size,

shape, height, colors, materials, topography and location of the same on the lot shall have been submitted to and approved in writing by an architectural control committee composed of three (3) persons appointed by the Declarant (who are not required to be Members of the Association), hereinafter called the "Committee". Each member of the Committee shall serve until he or she resigns and is replaced by a subsequent appointee. At such time as all of the lots, or condominium units, as the case may be, located in The Subdivisions or in any future annexed subdivisions or condominium developments shall have been sold and deeded to Owners other than Declarant, each sitting member of the Committee shall resign, and Declarant shall delegate and assign to the Association its power of appointment with regard to members of the Committee; provided that, Declarant may, in its sole discretion, make such delegation to the Association at an earlier time of its choosing. Neither Declarant nor any member of the Committee shall have any liability whatsoever to any Owner or other person in connection with the approval, disapproval or failure to review any plans or specifications.

Section 1. Requirements for Committee Approval.

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

a. Complete plans and specifications sufficient to secure a building permit in the Township of Orion or the Township of Oxford, whichever is applicable, including a dimensioned plot plan showing the lot and the placement of the residence, garage and fences (if any) on the lot.

b. Front elevation, side elevations and rear elevation of all buildings, plus elevations of walls and fences (if any).

c. A perspective drawing, if deemed necessary by the Committee, to allow the Committee to adequately interpret the exterior design.

d. Data as to size, materials, colors and texture of all exteriors including roof coverings, fences (if any) and walls.

e. One set of blueprints shall be left with the Committee until construction is completed.

Section 2. Preliminary Approval.

Preliminary plans may first be submitted for preliminary approval.

Section 3. Committee Approval is Subject to Restrictions.

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

Section 4. Committee Right to Disapprove.

The Committee may disapprove plans because of non-compliance with any of the restrictions set forth in Articles VII and VIII of this Declaration, or because of reasonable dissatisfaction with the grading and drainage plan, the location of the structure on the lot, the materials used, the color scheme, the finish, design, proportions, shape, height, style or appropriateness of the proposed improvement or alteration or because of any matter or thing, which in the reasonable judgment of the Committee, would be detrimental to the property values or amenities in The Subdivisions or would render the proposed improvement or alteration inharmonious or out of keeping with the objectives of the Committee or with improvements erected on other lots in The Subdivisions.

Section 5. Failure of Committee to Act.

In the event the Committee fails to approve or disapprove plans within fifteen (15) days after submission, then such approval will not be required, but all other limitations, conditions and restrictions set forth in this Declaration shall apply and remain in force as to such plans.

Section 6. Evidence of Committee Approval.

Committee approval shall be deemed given if the plans and specifications for approval are marked or stamped "Approved" by the Committee, and are dated and signed by a member of the Committee who was validly serving on the Committee on the date of such approval.

ARTICLE VII
BUILDING AND USE RESTRICTIONS FOR THE SUBDIVISIONS

Section 1. Use of Lots.

All lots shall be used for single family residence purposes only, and no building of any kind whatsoever shall be erected, re-erected, moved or maintained thereon except one single family dwelling house on each lot, as hereinafter provided. Such dwelling house shall be designed and erected for occupation by a single private family. A private attached garage, for the sole use of the Owner or occupant of the lot upon which said garage is erected, may also be erected and maintained, provided that said garage is in compliance with the requirements of Section 2 of this Article VII.

Section 2. Character and Size of Buildings.

No dwelling shall be permitted on any lot unless the living area thereof shall be not less than 2,200 square feet. All computations of square footage for determination of the permissibility of erection of a residence shall be exclusive of basements (whether or not of the "walk-out" variety), garages, porches, terraces, breezeways and other unenclosed or unheated areas. All garages must be attached or architecturally related to the dwelling. Garage doors shall not face the street on which the residence fronts, except that the Architectural Control Committee upon request may waive this prohibition. No garage shall provide space for less than two (2) automobiles. Carports are specifically prohibited.

Section 3. Minimum Setback and Yard Requirements.

As to Subdivision No. 1 and Subdivision No. 2, a) no building shall be erected or maintained on any lot which has a front yard setback of less than forty (40') feet from the front lot line, nor shall any building be erected or maintained on any of such lots which is nearer than ten (10') feet from the side lot line on one side, nor shall the total of both side yards be less than twenty (20') feet in width, with regard to interior lots; b) any side yard abutting a street shall be considered a front yard for purposes of this Section 3, and c) no lot shall have a rear yard setback of less than thirty-five (35') feet from the rear lot line. As to Subdivision No. 3, a) no building shall be erected or maintained on any lot which has a front yard setback of less than forty (40') feet from the front lot line, nor shall any building be erected or maintained on any of such lots which is nearer than ten (10') feet from the side lot line on one side, nor shall the total of both side yards be less than thirty (30') total feet in width, with regard to interior lots; b) any side yard abutting a street shall be considered a front yard for purposes of this Section 3, and c) no lot shall have a rear yard setback of less than thirty-five (35') feet from the rear lot line. Approval of a variance by both the Committee and by the Orion Township or Oxford Township Board of Appeals, whichever is applicable, permitting front, rear or side yards smaller than the above minimums shall be deemed a valid waiver of this restriction.

Section 4. Minimum Lot Size.

In the event that one or more lots or parts of lots are developed for use as a site for a single residence, all restrictions set forth herein shall apply to such resulting site. In any event, no dwelling shall be erected, altered, placed on or permitted to remain on any lot a) in Subdivision No. 1 or Subdivision No. 2 unless such lot or site has a width at the front building setback line of at least one hundred (100') feet and an area of at least fifteen thousand (15,000) square feet, or b) in Subdivision No. 3 unless such lot or site has a width at the front building setback line of at least one hundred fifty (150') feet and an area of at least one (1) acre.

Section 5. Animals.

a. No farm animals, livestock, poultry or wild animals shall be kept, bred or harbored on any lot, nor shall any animals be kept or bred for commercial purposes. Not more than three (3) domesticated animals commonly deemed to be household pets may be kept on any lot by the Owner and members of his household so long as such pets shall have such care so as not to be objectionable or offensive to others due to noise, odor or unsanitary conditions.

b. Any dog kept on a lot shall be kept either on a leash or in a dog run or pen, and shall not be allowed to run loose or unattended. No dog runs or pens shall be permitted to be erected or maintained unless they are solely located within the rear yard adjacent to a wall of the main dwelling or garage and facing the rear or the interior of the lot, nor shall such runs or pens extend beyond the end of the dwelling or garage into the side yard. All pens shall be made of wood, decorative block or approved fencing materials, or any combination thereof, and may not exceed three hundred (300') square feet in area or four (4) feet in height. The exterior sides of a pen shall be landscaped with plantings to screen the view thereof from adjacent lots, and such pen shall be kept and maintained in a clean and sanitary condition. The construction and landscaping plans for a pen are subject to approval by the Committee.

c. No Owner shall cause, nor shall he permit or suffer any occupant of any lot which he owns, or his or their invitees or guests, to cause the molestation, harm or destruction of wild ducks, geese, birds or other wildlife on, in or over any portion of his lot. However, fishing with rod and reel is permitted in and along any lake or water course abutting his lot. No Owner of a lot shall use, nor shall he permit or suffer any occupant of any lot which he owns, or his or their invitees or guests, to use any B-B guns, firearms, air rifles or pellet guns on his lot.

Section 6. Wells; Septic Systems.

No well shall be dug, installed or constructed on any lot in Subdivision No. 1 or Subdivision No. 2, and instead these lots shall utilize the public water system serving those Subdivisions.

As to lots in Subdivision No. 3, any dwelling shall be served by a potable water supply system. Appropriate permits for the installation, where permitted, of on-site wells shall be obtained from the Oakland County Health Division prior to installation. All wells on individual lots shall be drilled by a well driller, registered by the State of Michigan, to depths of at least 80 feet with adequate yield. Any wells shall be grouted completely through the clay barrier. In the absence of an adequate clay barrier the minimum well depth shall be 100 feet, grouted full length. A completed well log form for each potable water well shall be submitted to Oakland County Health Division within sixty (60) days following completion of such well. Although not considered health related, the water available to Subdivision No. 3 has an elevated hardness (314 mg/l) which may be aesthetically objectionable. Accordingly, softening or treatment systems may be necessary or desirable for use with drinking water.

No septic system shall be installed on any lot in Subdivision No. 1. Septic systems shall be permitted in Subdivision No. 2 and Subdivision No. 3. Appropriate permits for the installation, where permitted, of on-site sewage disposal systems shall be obtained from the Oakland County Health Division prior to installation. When deemed necessary, due to the soil condition, configuration of the lot, grade, or elevated ground water, an engineered plan or a septic design may be required for on-site sewage disposal. Such plans, if required, must be submitted for review and approval by the Oakland County Health Division prior to the issuance of an on-site sewage disposal permit.

Section 7. Sight Distance at Intersections.

No fence, wall, shrubbery, sign or other obstruction to vision which obstructs sight lines at elevations between three (3') feet and six (6') feet 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 twenty-five (25') feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 8. Easements.

a. Easements are reserved as shown on the plat of The Subdivisions. The use of all or a part of such easements may at any time or times hereafter be granted or assigned by Declarant, its successors or assigns, to any person, firm, corporation, governmental unit or agency which furnishes services or utilities for use in The Subdivisions.

No buildings may be constructed or maintained over or on any easements; however, planting, fencing (where permitted), or other lot line improvements shall be allowed, so long as they do not violate the provisions of this Article and do not interfere with, obstruct, hinder, or impair the drainage plan of The Subdivisions and so long as access be granted, without charge or liability for damages, for the installation and/or maintenance of utilities, drainage lines and/or additional facilities.

b. Private easements for public utilities, greenbelts and entrance signs have been granted and reserved on the plat of The Subdivisions. Without limiting the use of these easements by other permitted parties and utilities, the Detroit Edison Company is specifically granted the right of access to and from these easements reserved for public utilities for the purpose of constructing, reconstructing, modifying, adding to, operating and maintaining utility line facilities consisting of poles, guys, anchors, wires, manholes, conduits, pipes, cables, transformers and accessories. Accordingly, no buildings or other permanent structures shall be placed in the easement areas without the prior written consent of Detroit Edison Company and all municipalities and governmental authorities having jurisdiction. Detroit Edison Company shall be permitted to trim, cut down, remove or otherwise control any trees, bushes, branches and roots within the easement (or that could grow into the easement) and remove structures and fences in the easement area which Detroit Edison Company believes could interfere with the safe and reliable construction, operation and maintenance of Detroit Edison Company's facility. No trees, plant life, structures and fences shall be planted, grown, or installed within eight (8') feet of the front door and within two (2') feet of the other sides of transformers and switching cabinet enclosures. Detroit Edison Company shall not be responsible for damages to or removal of trees, plant life, structures and fences placed in front of transformer doors within such required clearance areas. Prior to the installation by Detroit Edison Company of its subdivision utility facilities, Declarant shall grade the easement area to within four (4") inches of the final grade shown on the approved Master Grading Plan of The Subdivisions. Following grading by the Declarant, each owner shall, to the extent the easement is located on his lot, maintain this

grading elevation. Each owner shall be responsible to reimburse Detroit Edison Company for any repairs required as a result of damage caused to Detroit Edison Company's utility facilities by the owner or by the owner's agents, contractors or invitees.

Section 9. Temporary Structures.

No structure of a temporary character, trailer, commercial vehicle, recreation vehicle, shack, garage, barn, storage shed, tent, or other similar outbuilding may be used or occupied at any time, on any lot, either temporarily or permanently, except that (i) tents for entertainment purposes may be erected on any lot for periods not to exceed forty-eight (48) hours; (ii) an appurtenant swimming pool bathhouse may be maintained on any lot, provided that the plans for such swimming pool and bathhouse shall have been approved by the Committee and Township; (iii) a temporary storage building for the storage of materials and supplies to be used in connection with the construction of a dwelling on any lot may be kept and maintained on such lot during the period of such construction and (iv) temporary sales trailers for use by builders constructing model homes in the Subdivisions may be kept and maintained on a lot prior to completion of construction of the model home.

Section 10. General Conditions.

a. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same shall not be kept except in sanitary containers properly concealed from public view. Garbage containers shall not be left at the road for more than twenty-four (24) hours in any one week.

b. No house trailers, commercial vehicles, boat trailers, camping vehicles or camping trailers may be parked on or stored on any lot, unless stored fully enclosed within an attached garage. One (1) boat permitted to be used by an Owner having direct access to a lake or water course abutting his lot, in accordance with the requirements of Article IX, Section 4, below, may be stored on a temporary basis in the rear yard of such abutting lot. All other boats may only be parked or stored in a fully enclosed attached garage. Commercial vehicles and trucks shall not be parked in The Subdivisions, or on any lot therein, except while making normal deliveries or pickups in the normal course of business. However, construction vehicles may be parked and a construction trailer or temporary sales trailer may be maintained by each builder offering new houses for sale, only during the period when new houses are under construction in The Subdivisions by that builder.

c. No laundry shall be hung for drying on any lot so as to be visible from outside of the dwelling constructed on the lot.

d. All homes shall be equipped with electric garbage disposal units in the kitchen.

e. The grade of any lot or lots in The Subdivisions may not be changed without the written consent of the Architectural Control Committee. This restriction is intended to prevent interference with the master drainage plan for The Subdivisions.

f. No "through the wall" air conditioners may be installed on the front wall or in any front window of any building.

g. As to Subdivision No. 1 only, no outside compressors for central air conditioning units may be located other than in the rear yard and the same must be installed and maintained in such a manner so as to create no nuisance to the residents of adjacent dwellings.

h. No swimming pool may be built which is higher than one (1) foot above the existing lot grade.

Section 11. Sales Agency and/or Business Office.

Notwithstanding anything to the contrary elsewhere set forth herein, Declarant and/or any builders which it may designate may construct and maintain on any lot or lots which they may select, a sales agency and a business office for the sale of any lots and/or dwellings in The Subdivisions, or in other lands owned by the Declarant, or may use said lot or lots for the construction of a model house or houses for such purposes, and Declarant and such designated builders may continue to do so until such time as all of the lots in which Declarant or such designated builders have an interest are sold by them.

Section 12. Lease Restrictions.

No Owners of any lot shall lease and/or sublet less than the whole of any dwelling on any lot.

Section 13. Exterior Surface of Dwellings.

The visible exterior walls of all dwelling structures shall be made of wood, brick, brick veneer and/or stone in any combination. Stucco, aluminum, vinyl and/or ledge rock may also be used, so long as any of these materials alone or in combination do not exceed fifty (50%) percent of the total of all visible exterior walls. The use of cement block, slag, cinder block, imitation brick, asphalt and/or any type of commercial siding is expressly prohibited. Windows and doors shall not be included in calculating the total area of visible exterior walls. The Architectural Control Committee may grant such exceptions to this restriction as it deems suitable.

Section 14. Fences.

a. No fence, wall or solid hedge may be erected, grown or maintained in front of or along the front building line of any lot; provided, however, that low ornamental fencing may be erected along the front lot line in architectural harmony with the design of the house. The side lot line of each corner lot which faces a street shall be deemed to be a second front building lot line and shall be subject to the same restrictions as to the erection, growth or maintenance of fences, walls or hedges as is hereinbefore provided for front building lines.

b. No fence or wall may be erected or maintained on or along the side lines of any lot, and/or, except for Lots No. 37, 38, 39 and 40 of Subdivision No. 2, on or along the rear line of any lot, except that fences which are required by local ordinance to enclose swimming pools, and fences used for dog runs or pens which comply with the requirements of Article VII, Section 5(b), of this Declaration, shall be permitted.

Section 15. Signs.

No sign or billboard shall be placed, erected or maintained on any lot, except one sign advertising the lot, or the house and lot for sale or lease, which said sign shall have a surface area of all surfaces thereof totaling not more than six (6) square feet, and the top of which shall be not more than five (5) feet above the ground level; provided, however, that such sign shall have been constructed and installed in a professional manner. Any such sign shall be kept clean and in good repair during the period of its maintenance on the said lot, and shall in no event be placed and maintained nearer than twenty-five (25') feet from the front lot line. The provisions of this paragraph shall not apply to such signs as may be installed or erected on any lot by Declarant, or any builder which it may designate during the initial period of construction of houses, or during such periods as any residence be used as a model or for display purposes.

Section 16. Destruction of Building by Fire, etc.

Any debris resulting from the destruction, by fire or otherwise, in whole or in part of any dwelling or building on any lot shall be removed with all reasonable dispatch from such lot in order to prevent an unsightly condition. Each Owner shall prevent such Owner's lot, and any dwelling, appurtenant structure or other improvement thereon from becoming unsightly or unkempt, or from falling into a state of disrepair.

Section 17. Landscaping.

a. Each Owner of a lot, including any Owner who is a builder-purchaser from Declarant, shall at all times comply with all erosion control measures imposed by either the Township of Orion or the Township of Oxford, as applicable, the Oakland County Drain Commission or by Declarant in order to assure the preservation of all Wetlands, lakes and water courses, to protect the sedimentation basins, and to keep the streets and sewers in The Subdivisions free of silt, dirt and debris. Compliance with such erosion control measures shall be required by the Owners at all times during their ownership of a lot, whether prior to, during or following construction of a residence on the lot and landscaping of the lot.

b. Upon the completion of a residence on any of the lots the owner thereof, (and the word "owner", as used in this connection, is intended to mean the party who purchases a residence from the builder thereof, and each subsequent purchaser), shall cause all portions of the lot owned by him, other than any wetlands located on the lot or other areas such owner desires to leave in their natural state in order to preserve trees or other desirable natural features, to be finish-graded and seeded or sodded and suitably landscaped as soon after the completion of construction as weather permits. Subject to the limitations imposed below by Article VIII, the lot and the drainage ditch, if any, contiguous to each lot shall be kept free of weeds by the Owner thereof. Each owner shall keep the landscaping and lawns on his lot well-maintained at all times.

c. Should any Owner fail to maintain the lawns, trees or shrubbery on his lot in good order and repair as required by this Section 17, then the Association may serve written notice upon the Owner setting forth the manner in which the Owner has so failed. In the event that the deficiency of maintenance, repair or replacement stated in such notice is not cured within fifteen (15) days following the date of such notice, the Association shall be authorized and permitted to enter the lot for the purpose of curing the deficiency. If, following the cure of the deficiency, the deficiency reoccurs and persists, the Association shall be authorized and permitted to enter the lot as often as is reasonably required for the purpose of continually maintaining in good order and repair the lawns, trees and shrubbery on the lot, which right of the Association shall continue until such time as the Association reasonably shall determine that the Owner of the deficient lot is willing and able to reassume the maintenance responsibility.

The cost incurred by the Association for such maintenance, repair and replacement, plus an administrative fee equal to twenty (20%) percent of such cost, shall be payable by the Owner to the Association within ten (10) days following such date as the Association sends the Owner a bill therefor. If the amount billed is not paid within such ten (10) day period, the unpaid amount shall be a charge on the lot, shall be a continuing lien upon the lot, and shall be treated as an additional assessment against the lot subject to treatment in accordance with the provisions of this Declaration controlling and affecting such assessments, including without limitation those stated in Article V of this Declaration.

Section 18. Fertilizer Use.

All grass seeded or sodded on a lot shall be comprised of a low maintenance grass mixture such as 50% Kentucky Bluegrass and 50% fine

leaf Fescue. An improved bluegrass may be used for part or all of the Kentucky Bluegrass portion of the mixture, such as Baron, Galaxy, Victa, Cheri or Touchdown. Unless a soil test indicates a serious need for phosphorus and potassium, fertilizers such as 12-12-12, 5-10-5 or 10-6-4 shall not be used. Recommended fertilizers are those containing little or no phosphorus and potassium such as 23-0-6, 30-4-4 or 25-4-4. Nitrogen only fertilizers such as urea (46-0-0) and ammonium nitrate (33-0-0) are not permitted because of their high water solubility, which might contribute to the contamination of lakes and waterways in the vicinity of The Subdivisions.

Section 19. Flood Plain.

Subdivision No. 1

a. No filling, grading, alteration or occupation of the 100 Year Flood Plain limit for Paint Creek, as shown on the recorded plat, will be allowed without the approval of the Michigan Department of Natural Resources. The 100 Year Flood Plain elevation for Paint Creek varies from elevation 1001.8 (N.G.V. datum) at the upstream plat limit to elevation 1000.8 at the downstream plat limit.

b. No building used or capable of being used for residential purposes and occupancy shall be constructed on any lot unless the lowest floor, including basement floors, is constructed and maintained at or above elevation 1001.8 (N.G.V. Datum).

Subdivision No. 2

a. No filling, grading, alteration or occupation of the 100 Year Flood Plain limit for Paint Creek, as shown on the recorded plat of Subdivision No. 2, will be allowed without the approval of the Michigan Department of Natural Resources. The 100 Year Flood Plain limit for Paint Creek is elevation 1000.2 (N.G.V. datum) within the confines of Subdivision 2.

b. No building used or capable of being used for residential purposes and occupancy shall be constructed on any lot in Subdivision No. 2 unless the lowest floor, including basement floors, is constructed and maintained at or above elevation 1000.2 (N.G.V. datum).

Subdivision No. 3

a. No filling, grading, alteration or occupation of the 100 Year Flood Plain limit for Duck Lake, as shown on the recorded plat of Subdivision No. 3, will be allowed without the approval of the Michigan Department of Natural Resources. The 100 Year Flood Plain limit for Duck Lake is elevation 1000.2 (N.G.V. datum) within the confines of Subdivision No. 3.

b. No building used or capable of being used for residential purposes and occupancy shall be constructed on any lot in Subdivision No. 3 unless the lowest floor, including basement floors, is constructed and maintained at or above elevation 1000.2 (N.G.V. datum).

The restrictions and conditions imposed in this Paragraph 19 shall be observed in perpetuity, shall not be amended and are hereby excluded from the time limitation set forth below in Section 3 of Article XI regarding the duration of the covenants and restrictions contained in this Declaration of Restrictions.

Section 20. Private Docks. Attached permanent private docks shall be constructed only with the mutual consent, and at the expense, of the Owners of the lots abutting the docks, and shall be generally limited to one (1) shared dock for every two (2) lots, and shall be located so as not to violate the requirements of the Michigan Department of Natural Resources. Each such private dock shall be no wider than three (3') feet (with no other permanent structural appurtenances), shall not extend into the water more than twenty (20') feet from the high water mark of the associated lake, shall not exceed one hundred fifty (150') square feet in size, shall run perpendicular

to the shoreline, and shall be located at the common property line of the two (2) lots it serves. From and after the commencement of dock construction, each lot sharing such dock shall, without need for any other documentation thereof, be encumbered by an easement over the portion of the lot upon which the dock is located for purposes only of access for ingress and egress between the adjacent lot sharing such dock and the dock itself. Nothing in this Section 20 shall prohibit the use of temporary private floating docks or rafts which are not permanently attached to a lot and which are removed for not less than ninety (90) days each calendar year. Such temporary floating docks or rafts shall not exceed sixty (60') square feet in size. Boathouses shall not be erected or maintained on any lot. Notwithstanding the foregoing, all docks and rafts of every type and nature shall be constructed, maintained, located and installed in accordance with the requirements of, and in locations approved by, the Committee described above in Article VI.

Section 21. **Vehicular Access.** Any residence built on Lots 37, 38, 39 or 40 in Subdivision No. 3 shall front on Deer Path Trail, and not on Nakomis Road. No direct vehicular access shall be permitted between any such lot and Nakomis Road.

ARTICLE VIII PRESERVATION OF WETLANDS

Section 1. Part of lot 17 and portions of the Common Area within Subdivision No. 1, part of Lots 31, 34 and 35 and portions of the Common Area within Subdivision No. 2, and part of Lots 37 and 40 through 45, inclusive, and portions of the Common Area within Subdivision No. 3 are within wetland areas. "Private Conservation Preservation Easements" have been granted to the State of Michigan Department of Natural Resources ("DNR") as depicted on the plat of each of The Subdivisions. Declarant reserves the right to enter into an easement agreement or agreements with the DNR in order to set forth the terms and conditions of such easements. All property covered by such easement is herein referred to as "Wetlands".

Section 2. Except as may be approved by both the Michigan Department of Natural Resources and the Township of Orion or the Township of Oxford, as applicable, the Wetlands shall not be filled, graded, improved, landscaped, altered or disturbed for any purpose in any manner whatsoever and no underground improvement or utilities shall be installed within the Wetlands, in order to protect and preserve the Wetlands. Without limiting the foregoing restriction, the creation of lawn or beach areas within the Wetlands is strictly prohibited, provided that a riparian owner shall not be deprived of his rights to access, dockage, use and title to natural accretions associated with his ownership of water frontage.

Section 3. Nothing contained in this Preservation of Wetlands provision shall be construed to limit or prohibit within the Wetlands the removal of diseased or dying trees, the trimming or removal of trees which could or might reasonably be expected to cause injury to persons or property if left untended, or the cleaning and clearing of scrub vegetation.

Section 4. Declarant has retained the right pursuant to Section 2 of Article II above to conduct resource management activities within the Common Area. If, in connection with such activities, the State of Michigan Department of Natural Resources or, as applicable, the Township of Orion or the Township of Oxford, require that an additional private conservation preservation easement(s) be granted over portions of the Common Area, the Association shall be obligated upon the request of Declarant, the State or the Township to grant such conservation easement(s), and the property covered by such conservation easement(s) shall constitute "Wetlands" for purposes of this Article VIII.

Section 5. The requirements of this Article VIII may be enforced by Declarant, the Township of Orion, the Township of Oxford, the Michigan Department of Natural Resources, the Association, or by any Owner.

ARTICLE IX
RESTRICTIONS ON THE USE OF COMMON AREA, LAKES AND WATER COURSES

Section 1. Motor Vehicles.

All vehicles propelled by a motor, whether electric, gas or otherwise, other than those used for maintenance purposes, including but not limited to snowmobiles, all-terrain vehicles, motorcycles, dirt bikes, mo-peds, motor boats, automobiles, trucks and vans are expressly prohibited from operation or storage in the Common Area or on the ice of or in the water of any lakes or water courses located in The Subdivisions or any future annexed subdivisions or condominium developments.

Section 2. Prohibited Structures.

No raft, wall, dock, platform, building or structure may be constructed nor any development or improvement done on or in any lakes or water courses located in The Subdivisions or any future annexed subdivisions or condominium developments or along any shore line without the prior written consent and approval of the Architectural Control Committee and, where legally required, all governmental agencies having jurisdiction.

Section 3. Association Docks and Boats.

One (1) Association dock may be constructed by Declarant or by the Association within the Common Area adjacent to Duck Lake. No other docks shall be permitted to be constructed in the Common Area adjacent to Duck Lake without the Declarant's prior approval. In addition, up to seven (7) Association boats may be provided by Declarant or by the Association for the common use of all Owners and their families and guests on Duck Lake. In no event shall more than seven (7) Association boats be permitted entry to Duck Lake at any time without the Declarant's prior approval. No boats shall be permitted entry from The Subdivisions to Duck Lake other than such Association boats and the private boats permitted by Section 4 of this Article IX. The Association shall be responsible for the continual maintenance in good order and condition of the Association docks and boats and for the replacement of the same when necessary.

It is anticipated that one or more future subdivisions of land and/or condominium developments may be annexed pursuant to Section 4, Article XI of this Declaration, although there is no assurance that this will occur. In the event that any such annexed subdivisions of land or condominium developments contain a portion of Indianwood Lake, one (1) additional Association dock located within the Common Area adjacent to Indianwood Lake, and up to seven (7) additional Association boats for use on Indianwood Lake may be maintained for the common use of all Owners and their families and guests. Such dock and boats may be provided by Declarant or may be provided by the Association. In no event shall more than seven (7) Association boats be permitted entry to Indianwood Lake at any time without the Declarant's prior approval. In no event shall more than one (1) Association dock be permitted in the Common Area adjacent to Indianwood Lake, whether constructed by the Declarant or by the Association, without the Declarant's prior approval.

Use of the Association docks and boats and of any lakes or water courses located in The Subdivisions or any future annexed subdivisions or condominium developments shall further be subject to the published rules and regulations described in Section 11 of this Article IX.

There is no assurance that the docks or boats described in this Section 3 will be provided. Declarant disclaims any responsibility or obligation to provide any such docks or boats. If any such docks or boats are provided, the Association shall be obligated to indemnify, defend and hold harmless Declarant against any and all claims, liability and damages resulting from the existence or use of such docks and boats.

Section 4. Boats and Lake Access.

No Owner shall be permitted to rent any private or Association boat, although the Association may, at its option, charge a fee for the use of the Association boats. Each Owner of a lot having direct access to any lake or water course abutting his lot shall be permitted to keep and use not more than one (1) private boat for the personal use of the Owner, his immediate family and their guests. In no event shall any boats be permitted access to any such lake or water course located in The Subdivision other than private boats permitted by this Section 4 or Association boats permitted above by Section 3 of this Article X. No lot shall be used to provide or permit access to any such lake or water course by any person or persons other than the Owner, his immediate family members or their guests. Other than for purposes of lake maintenance and weed harvesting, all of which may only be performed directly by Declarant or with the prior approval of the Committee described above in Article VI, no boats utilizing any type of motor or engine, whether inboard or outboard, shall be permitted on any lake or water course located in The Subdivisions or any future annexed subdivisions or condominium developments.

Section 5. Pedestrian Pathway.

The Association shall maintain in good order and condition the pedestrian pathway system, if any, within the Common Area wherever such pathway system may be located.

Section 6. Pollution; Water Pumping.

No Owner shall throw trash, refuse, or rubbish of any kind in the Common Area or any lakes or water courses located in The Subdivisions or any future annexed subdivisions or condominium developments. No water shall be pumped out of any such lake or water course for any purpose without the approval of the Association. No chemicals or other substance of any kind may be discharged into any such lake or water course without the prior written approval of both the Michigan Department of Natural Resources and the Association.

Section 7. Dogs.

No Owner shall allow his dog to run loose in the Common Area.

Section 8. Use of Lakes, Water Courses and Common Area.

All land embracing waters of any lakes or water courses located in The Subdivisions or any future annexed subdivisions or condominium developments is subject to the correlative rights of other riparian owners and to the public trust in these waters. Such lakes and water courses, and the Common Area (except for the parking area referred to below in Section 13 of this Article), shall be left primarily in their natural state for use only for passive recreation, and their use shall be limited to the Owners and their immediate families and guests.

No Owner shall permit or suffer the use of such lakes, water courses or Common Area for any commercial purposes. All activities on and in such lakes, water courses and Common Area shall be carried on in such a manner as not to be disturbing or offensive to other Owners. No fishing nets, firearms, air rifles, pellet or B-B guns, bows and arrows, sling shots or other weapons shall be used on or in such lakes, water courses or Common Area.

Section 9. Wildlife.

No Owner shall cause, nor shall he permit or suffer any occupant of any lot which he owns, or his or their invitees or guests, to cause the molestation, harm or destruction of wild ducks, geese, birds or other wildlife on, in or over any wetlands or Common Area, or any lakes or water courses located in The Subdivisions or any future annexed subdivisions or condominium developments. However, fishing with rod and reel is permitted in and along such lakes and water courses. No Owner of a lot shall use, nor shall he permit or suffer any occupant of

any lot which he owns, or his or their invitees or guests, to use any B-B gun, firearm, bow and arrow, air rifle, pellet gun or other dangerous weapon within said wetlands, Common Area, lakes or water courses.

Section 10. Liability.

The Association shall maintain liability insurance in sufficient amounts for the purpose of protecting itself as well as the Owners, the Declarant and builders from the burden of liability resulting from accidents which may cause death or injury to anyone while in the Common Area or any lakes or water courses under the jurisdiction or control of the Association.

Section 11. Published Rules.

The Declarant reserves the right to publish from time to time reasonable rules and regulations consistent herewith governing the use of the Common Area, the Association docks and boats, and any lakes or water courses located in The Subdivisions or any future annexed subdivisions or condominium developments, as well as other matters relating thereto. If the Declarant does not object, the Association shall also be permitted to publish such reasonable rules and regulations as shall contribute to the overall safety and well being of the residents of The Subdivisions.

Section 12. Nuisances.

No activity shall be permitted to exist or operate on any lot which may be or become detrimental to the occupant of any other lot or which may be or become an annoyance or nuisance to residents in the Subdivisions.

Section 13. Wetland Provisions.

The Common Area is subject to the wetland provisions set forth above in Article VIII.

Section 14. Parking Area.

If requested by the Township of Orion, the Association shall deed to the Township the property described below and located along Indianwood Road and within the Common Area of Subdivision No. 1. Such property shall be used as a public parking area or passive use open space only. A deed conveying such property shall at the request of the Township be placed in escrow with a title insurance company satisfactory to the Township, and shall be delivered to the Township by such title company upon the request of the Township. Such property is described as follows:

Part of the Northeast 1/4 of Section 4, T.4 N., R.10 E., Orion Township, Oakland County, Michigan, being more particularly described as follows: Beginning at a point which is S88°40'33"W 1928.69 ft. along the East and West 1/4 line of Section 4 and N01°19'27"W 60.00 ft. from the East 1/4 corner of Section 4, T.4N., R.10E.; thence S88°40'33"W 50.00 ft.; thence N01°19'27"W 100.00 ft.; thence N88°40'33"E 50.00 ft.; thence S01°19'27"E 100.00 ft. to the point of beginning. Containing 5,000 Square Feet --- 0.115 Acres.

ARTICLE X
ASSESSMENT OF FINES

Section 1. General.

The Association, acting through its duly constituted Board of Directors, in addition to any other legal recourse which may be permitted under the laws of the State of Michigan, shall be permitted to assess monetary fines against any Owner in the event that the Owner or his tenants, guests, family or invitees shall violate any of the provisions of this Declaration or any of the rules and regulations duly

established by the Association. Such Owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or invitees.

Section 2. Procedures.

Upon any such violation being alleged by the Association Board of Directors, the following procedures shall be followed:

(a) Notice. Notice of the violation, including the provision of this Declaration or the rules or regulations violated, together with a description of the factual nature of the alleged offense shall be sent by first class mail, postage prepaid, or shall be personally delivered to the Owner.

(b) Opportunity to Defend. The offending Owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting or a special meeting called to hear the evidence, but in no event shall the Owner be required to appear less than ten (10) days from the date of the notice.

(c) Default. Failure to respond to the notice of violation constitutes a default.

(d) Hearing and Decision. Upon appearance by the Owner before the Board and presentation of evidence of defense, or, in the event of the Owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision shall be final.

Section 3. Amounts.

Upon a finding by the board that a violation has occurred, the following fines shall be levied against the offending Owner:

(a) First Violation. No fine shall be levied.

(b) Second Violation. A Twenty-Five Dollar (\$25.00) fine shall be levied.

(c) Third Violation. A Fifty Dollar (\$50.00) fine shall be levied.

(d) Fourth Violation and Subsequent Violations. A One Hundred Dollar (\$100.00) fine shall be levied.

Section 4. Collection.

The fines levied pursuant to Section 3 above shall be assessed against the Owner similar to the annual association assessments and shall be due and payable to the Association on the first day of the next following month. Failure to pay the fine when due shall subject the offending Owner and his lot(s) to all of the liabilities set forth above in Article V, Section 8.

ARTICLE XI
GENERAL PROVISIONS

Section 1. Enforcement.

The Declarant, the Association, any Owner, Orion Township, Oxford Township, and the Michigan Department of Natural Resources shall each have the right to enforce, by any proceeding at law, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of any of the aforementioned parties to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which other provisions shall remain in full force and effect.

Section 3. Amendment.

The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by a recorded instrument signed by not less than eighty (80%) percent of the Owners and thereafter by an instrument signed by not less than seventy (70%) percent of the Owners. In addition Declarant, without the consent, vote, signature or approval of any Owner, the Association or any Members thereof, may, prospectively or retroactively, by recorded instrument, modify, restate, waive, repeal, amend, change or replace this Declaration, or any or all of the provisions hereof other than Section 19 of Article VII and other than Article VIII, with respect to any thing or any particular lot or lots located within The Subdivisions or located within any future annexed subdivisions or condominium developments, as Declarant in its sole discretion deems necessary or desirable, including without limitation for the purpose of adding residential lots, condominium units and/or Common Area to the Association and making this Declaration and/or other restrictions apply to such lots, condominium units and/or Common Area.

Declarant's right to amend, change or replace this Declaration shall be permitted in perpetuity, notwithstanding an assignment of Declarant's rights and powers pursuant to Section 5 of this Article XI and notwithstanding the transition of control over the Association or its Board of Directors from Declarant to the Owners. Any amendment, change or replacement of this Declaration must be recorded with the Oakland County Register of Deeds. Notwithstanding anything to the contrary, no change, amendment or other modification may be made to this Declaration which is inconsistent with the covenants or conditions set forth in the Prior Applicable Restrictions.

Section 4. Annexation of Additional Lots and/or Common Area.

Declarant reserves the right at any time or times in the future to amend this Declaration by adding to it one or more additional subdivisions of land or condominium developments located in Section 33 and/or Section 34 of the Township of Oxford and/or Section 4 of the Township of Orion, Michigan, hereafter developed and platted by Declarant or its assigns. Such additional subdivisions may or may not contain Common Area, and may or may not contain the same size and use and/or other restrictions set forth in this Declaration. Subject to the limitations set forth in Section 8 of this Article XI, any such amendment(s) to this Declaration shall provide that the owners of all residential lots or condominium units located in such lands shall be required to be Members of the Lakes of Indianwood Subdivision Association and shall be subject to the covenants, restrictions, easements, charges and liens set forth herein. Such amendment(s) shall also provide that the Common Area contained within The Subdivisions and all such future added subdivision or condominium lands shall be for the use and benefit of all owners of lots in The Subdivisions and all such future added subdivision and condominium lands. Additional lots, condominium units and Common Area may be annexed to the Association by Declarant without the consent or approval of the Association or any of its Members or any Owner. Annexation by action of the Association shall require the consent of two-thirds (2/3rds) of its Members. Notwithstanding anything to the contrary, no change, amendment or other modification may be made to this Declaration which is inconsistent with the covenants or conditions of the Prior Applicable Restrictions.

Section 5. Assignment or Transfer of Rights and Powers.

Declarant hereby reserves the unequivocal right to assign to the Association in whole or in part, from time to time, any or all of the rights and powers, titles, easements and estates hereby reserved or given to Declarant herein, including the right and power to approve or disapprove any use, act, proposed action, or any other matter or thing, except that Declarant's right to amend, change or replace this Declaration without the consent of the Owners as provided in Section 3 of this Article XI may not be assigned. Any such permitted assignment or transfer shall be made by appropriate instrument, in writing, and such assignee shall thereupon have the same rights and powers, and be subject to the same obligations and duties as herein given and reserved to and assumed by Declarant in connection with the rights, powers, and easements so assigned, and such instrument, when executed by such assignee, shall without further act release said Declarant from all obligation, duties and liability in connection therewith.

Section 6. Deviations by Agreement with Developer.

Declarant hereby reserves the right to enter into agreements with the Owner of any lot or lots, without the consent of Owners of other lots or adjoining or adjacent property, to deviate from any or all of the covenants set forth in this Declaration provided there are in Declarant's opinion practical difficulties or particular hardships evidenced by the lot Owner. Any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of any such covenant as to the remaining lots. These deviations shall also be permitted by Declarant in his sole discretion to improve or maintain the quality and well being of The Subdivisions and any future added subdivisions or condominium developments.

Section 7. Transition of Association Board of Directors.

The Association By-Laws shall provide that the Board of Directors of the Association may be appointed by the Declarant until such time (the "Transfer Date") as a) seventy-five (75%) percent of the lots in The Subdivisions and any future annexed subdivisions or condominium developments have been sold to Owners, or b) such earlier time as may be elected by Declarant, and thereafter shall be elected by the Owners. In the event that as of the Transfer Date the Owners are unwilling or unable to elect a Board of Directors who desire to serve as Directors, the Declarant reserves the right to grant to the Management Agent of the Association or to such other designee chosen by Declarant the right to appoint a Board of Directors composed of either Owners or non-Owners, or some combination thereof. The fee charged by the Management Agent or other designee and by the Directors shall be paid directly by the Association. The right of the Management Agent or other designee to appoint the Board of Directors shall continue until the first annual meeting at which the Owners are willing and able to elect a Board of Directors of Owners who desire to serve as Directors.

Section 8. Liability of Board Members.

Neither any Member of the Board of Directors of the Association nor Declarant shall be personally liable to any Owner, Member or other party, for the damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the Board of Directors, the Declarant or any other representatives or employees of the Declarant, the Board of Directors or the Association.

Section 9. Use of Common Area by Adjacent Developments.

Declarant reserves the right at any time or times in the future to grant the right of the owners of any lots or units located in any subdivisions platted or condominium developments located in Section 33 and/or Section 34 of the Township of Oxford, Michigan and/or Section 4 of the Township of Orion, Michigan, and their families and invited guests, to use and enjoy the Common Area, facilities, equipment and amenities now or hereafter located thereon, including without limitation any lakes or water courses located in The Subdivisions or

any future annexed subdivisions or condominium developments, and any docks and boats provided for the common use of the Owners and their families and guests. Declarant may, but need not, require that any separate association of the aforesaid condominium unit or lot owners, and/or such other condominium unit or lot owners themselves, pay a fee or be subject to assessments by the Association in return for such right to use and enjoy the Common Area.

Section 10. This Declaration Subject to Prior Applicable Restrictions.

This Declaration, and the conveyance and use of each lot, shall be subject to the covenants and conditions of the Prior Applicable Restrictions. Certain of the covenants and restrictions set forth in the Prior Applicable Restrictions are also set forth and/or are supplemented in this Declaration. To the extent of any conflict between the covenants and restrictions set forth in the Prior Applicable Restrictions and those set forth in this Declaration, the covenants and restrictions set forth in the Prior Applicable Restrictions shall control.

IN WITNESS WHEREOF, the undersigned, being all of the parties with an ownership interest in the lots in The Subdivisions have caused these presents to be executed on this 17th day of March, 1995.
A.P.O. 10

IN THE PRESENCE OF:

Joyce E. Kuhn
Joyce E. Kuhn

Theresa D. Pate
Theresa D. Pate

Rose Eathorne
Rose Eathorne

Joyce E. Kuhn
Joyce E. Kuhn

INDIANWOOD LIMITED PARTNERSHIP
a Michigan Limited Partnership

BY: BILTMORE PROPERTIES CORPORATION
a Michigan Corporation
General Partner

By: Andrew M. Coden
Andrew M. Coden
Its Vice President

CURTIS/INDIANWOOD
a Michigan Co-Partnership

By: CURTIS BUILDING COMPANY
a Michigan Corporation

By: Craig Menuck
Craig Menuck
Its Vice-President

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 17th day of March, 1995, by Andrew M. Coden, Vice President of Biltmore Properties Corporation, a Michigan Corporation, General Partner on behalf of Indianwood Limited Partnership, a Michigan Limited Partnership.

My Commission expires:
June 9, 1998

Theresa D. Pate
Theresa D. Pate, Notary Public
Oakland County, Michigan

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

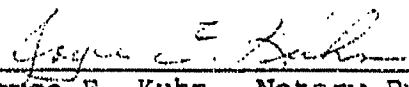
The foregoing instrument was acknowledged before me this 17th day of March, 1995, by Craig Menuck, Vice-President of Curtis Building Company,

LIBER 15342 PC 416

a Michigan Corporation, co-partner on behalf of Curtis/Indianwood, a Michigan Co-Partnership.

My Commission expires:

March 26, 1997


Joyce E. Kuhn, Notary Public
Oakland County, Michigan

THIS INSTRUMENT DRAFTED BY AND
AFTER RECORDING RETURN TO:

Andrew M. Coden, Esq.
2025 West Long Lake, Suite 104
Troy, Michigan 48098

S:\LEGAL\IW1\REST123.SAV
(Revised 3/24/95)

CONSENT OF MORTGAGEE

NBD BANK, a Michigan banking corporation, whose address is 611 Woodward, Detroit, Michigan 48226, mortgagee of portions of Lakes of Indianwood Subdivision Nos. 1-3, pursuant to a Mortgage recorded at Liber 15190, Page 612, Oakland County Records, consents to the foregoing Restated Declaration of Restrictions and agrees that its Mortgages shall be subordinate and subject to the foregoing Restated Declaration of Restrictions.

WITNESSES:

NBD BANK
a Michigan banking corporation

Joyce E. Kuhn
Joyce E. Kuhn
Kimberly S. Harder
Kimberly S. Harder

By: Sharon M. Mandel
Sharon M. Mandel
Its: Second Vice-President

STATE OF MICHIGAN)
 SS
COUNTY OF OAKLAND)

The foregoing was acknowledged before me this 5th day of April, 1995, by Sharon M. Mandel, Second Vice-President of NBD BANK, a Michigan banking corporation, on behalf of said corporation.

Susan Kaye Rogers
Notary Public
Genesee County, Michigan
My Commission Expires: 8-13-99

LAKES OF INDIANWOOD SUBDIVISION NO. 4

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

11.00 MISCELLANEOUS RECORDING

2.00 REMONUMENTATION

14 NOV 96 1:58 P.M. RECEIPT# 109A

PAID RECORDED - OAKLAND COUNTY

FILED - CLERK/REGISTRAR OF DEEDS

INDIANWOOD LIMITED PARTNERSHIP, a Michigan limited partnership ("Declarant"), having its principal office at 2025 West Long Lake Road, Suite 104, Troy, Michigan 48098, being the owner of the following described lands, herewith forms this Supplemental Declaration of Covenants and Restrictions this 20th day of September, 1996, and they shall run with and bind the lands hereinafter described, and shall inure to the benefit of, and be enforceable by, the owner of any land subject thereto, their respective legal representatives, heirs, successors and assigns, and in accordance with the provisions of Act No. 288, Public Acts of 1967 of the State of Michigan (the "Subdivision Control Act of 1967")

A. LAND COVERED BY THIS SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS:

Lots 46 through 109, both inclusive, and Deer Path Trail Park North and Duck Lake Park West, of Lakes of Indianwood Subdivision No. 4, of part of the Northeast 1/4 and Southeast 1/4 of Section 33 and part of the Southwest 1/4 of section 34, T.5N., R.10E., Oxford Township, Oakland County, Michigan, according to the Plat thereof as recorded in Liber 249, Pages 38 through 50, inclusive, Oakland County Records.

249038

B. COVENANTS AND RESTRICTIONS APPLICABLE TO LOTS 46 THROUGH 109, BOTH INCLUSIVE ("SUBDIVISION NO. 4"):

a. No filling, grading, alteration or occupation of the 100 Year Flood Plain limit for Duck Lake, as shown on the recorded plat of Subdivision No. 4, will be allowed without the approval of the Michigan Department of Environmental Quality. The 100 Year Flood Plain limit for Duck Lake is elevation 1000.2 (N.G.V. datum) within the confines of Subdivision 4.

b. No building used or capable of being used for residential purposes and occupancy shall be constructed on any lot in Subdivision No. 4 unless the lowest floor, including basement floors, is constructed and maintained at or above elevation 1000.2 (N.G.V. datum).

c. No lot shall be used for other than construction of single family dwellings.

d. Preservation of Wetlands.

Section 1. Part of Lots 46 through 76, inclusive, 91, 92, 100, 101, 108 and 109 and portions of the Common Area within Subdivision No. 4 are within wetland areas. "Private Conservation Preservation Easements" have been granted to the State of Michigan Department of Environmental Quality ("MDEQ") as depicted on the plat of Subdivision No. 4. Declarant reserves the right to enter into an easement agreement or agreements with the MDEQ in order to set forth the terms and conditions of such easements. All property covered by such easement is herein referred to as "Wetlands".

Section 2. Except as may be approved by both the Michigan Department of Environmental Quality and the Township of Oxford, the Wetlands shall not be filled, graded, improved, landscaped, altered or disturbed for any purpose in any manner whatsoever and no underground improvement or utilities shall be installed within the Wetlands, in order to protect and preserve the Wetlands. Without limiting the foregoing restriction, the creation

04-34-300-011
04-33-227-007
04-33-227-006
04-33-476-002

OK - G.K.

of lawn or beach areas within the Wetlands is strictly prohibited, provided that a riparian owner shall not be deprived of his rights to access, dockage, use and title to natural accretions associated with his ownership of water frontage.

Section 3. Nothing contained in this Preservation of Wetlands provision shall be construed to limit or prohibit within the Wetlands the removal of diseased or dying trees, the trimming or removal of trees which could or might reasonably be expected to cause injury to persons or property if left untended, or the cleaning and clearing of scrub vegetation.

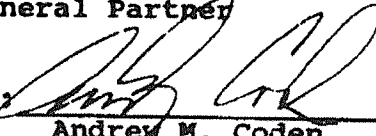
C. RESTRICTIONS ENFORCEABLE IN PERPETUITY:

The foregoing Covenants and Restrictions shall run with and bind the lands above described, in perpetuity, and may be enforced in the manner permitted by law, by any person or persons owning real property within Subdivision No. 4, and by any public body having jurisdiction under the provisions of Section 254 of Act No. 288, Public Acts of 1967 of the States of Michigan, against anyone who has or acquires an interest in the land subject to these Covenants and Restrictions.

Signed in the Presence of:

Signed by:
INDIANWOOD LIMITED PARTNERSHIP
a Michigan limited partnership
BY: BILTMORE PROPERTIES CORPORATION
a Michigan corporation,
General Partner



Carol E. Misner

By: 
Andrew M. Coden
Its Vice-President


Theresa D. Pate

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The within instrument was acknowledged before me this 20th day of September, 1996, by Andrew M. Coden, Vice-President of Biltmore Properties Corporation, a Michigan corporation, General Partner of Indianwood Limited Partnership, a Michigan limited partnership, on behalf of the partnership.


Theresa D. Pate, Notary Public
Oakland County, Michigan

My Commission expires: 6/9/98

DRAFTED BY AND
WHEN RECORDED
RETURN TO:

Andrew M. Coden
2025 West Long Lake Road
Suite 104
Troy, MI 48098

s:\legal\iw4\sub4sup.res
08/14/96

CONSENT OF MORTGAGEE

NBD BANK, a Michigan banking corporation, whose address is 611 Woodward, Detroit, Michigan 48226, mortgagee of portions of Lake of Indianwood Subdivision No. 4, pursuant to a Mortgage recorded at Liber 15782, Page 352, Oakland County Records, consents to the foregoing Supplementary Declaration of Covenants and Restrictions and agrees that its Mortgages shall be subordinate and subject to the foregoing Supplementary Declaration of Covenants and Restrictions.

WITNESSES:

NBD BANK
a Michigan banking corporation

Carol E. Misner
Carol E. Misner

By: Robert Lawrence
Robert Lawrence

Theresa D. Pate
Theresa D. Pate

Its: VICE PRESIDENT

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

The foregoing was acknowledged before me this 20th day of September, 1996, by ROBERT LAWRENCE, VICE PRESIDENT of NBD BANK, a Michigan banking corporation, on behalf of said corporation.

Theresa D. Pate
Theresa D. Pate, Notary Public
Oakland County, Michigan *
My Commission Expires: 6/9/98
*Acting in Wayne County, Michigan

168460897

19.00 MISCELLANEOUS RECORDING
\$ 2.00 REDEMPTION
18 DEC 96 10:08 A.M. RECEIPT # 138
PAID RECORDED - OAKLAND COUNTY
W. D. ALLEN, CLERK/REGISTER OF DEEDS

**DECLARATION OF RESTRICTIONS FOR
LAKES OF INDIANWOOD SUBDIVISION NO. 4**

AND

**FIRST AMENDMENT TO RESTATED DECLARATION OF RESTRICTIONS
FOR LAKES OF INDIANWOOD SUBDIVISION NO. 1
AND DECLARATION OF RESTRICTIONS FOR
LAKES OF INDIANWOOD SUBDIVISION NO. 2 AND
FOR LAKES OF INDIANWOOD SUBDIVISION NO. 3**

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WHEREAS, Indianwood Limited Partnership, a Michigan limited partnership, of 2025 West Long Lake Road, Suite 104, Troy, Michigan 48098, hereinafter referred to as "Declarant", has previously established certain restrictions pursuant to that certain Restated Declaration of Restrictions for Lakes of Indianwood Subdivision No. 1 and Declaration of Restrictions for Lakes of Indianwood Subdivision No. 2 and for Lakes of Indianwood Subdivision No. 3, hereinafter referred to as the "Restrictions", for the benefit of all owners of lots in:

a) Lakes of Indianwood Subdivision No. 1 ("Subdivision No. 1") located in the Township of Orion, Oakland County, Michigan, and more particularly described as:

Lots 1 through 30, both inclusive, and Indianwood Park and Paint Creek Park of Lakes of Indianwood Subdivision No. 1, of part of the Northeast 1/4 of Section 4, T. 4 N., R. 10 E., Township of Orion, Oakland County, Michigan, according to the plat thereof as recorded in Liber 222 of Plats, Pages 15 through 19, both inclusive, Oakland County Records;

b) Lakes of Indianwood Subdivision No. 2 ("Subdivision No. 2") located in the Township of Orion, Oakland County, Michigan, and more particularly described as:

Lots 31 through 36, both inclusive, and Indian Meadows Park and Pinewood Park of Lakes of Indianwood Subdivision No. 2, of part of the Northeast 1/4 of Section 4. T.4N., R.10E., Township of Orion, Oakland County, Michigan, according to the plat thereof as recorded in Liber 238 of Plats, Pages 27 through 29, both inclusive, Oakland County Records; and

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c) Lakes of Indianwood Subdivision No. 3 ("Subdivision No. 3") located in the Township of Oxford, Oakland County, Michigan, and more particularly described as:

Lots 37 through 45, both inclusive, and Deer Path Trail Park East, Deer Path Trail Park West and Pinewood Park North of Lakes of Indianwood Subdivision No. 3, of part of the Southeast 1/4 of Section 33 and the Southwest 1/4 of Section 34, T.5N., R.10E., Township of Oxford, Oakland County, Michigan, according to the plat thereof as recorded in Liber 239 of Plats, Pages 4 through 7, both inclusive, Oakland County Records.

which Restrictions are recorded in Liber 15342, Pages 392 through 417, both inclusive, Oakland County Records; and

15342

WHEREAS, the Declarant is the owner in fee simple of Lakes of Indianwood Subdivision No. 4 ("Subdivision No. 4"), located in the Township of Oxford, Oakland County, Michigan, and more particularly described as:

Lots 46 through 109, both inclusive, and Deer Path Trail Park North and Duck Lake Park West, of Lakes of Indianwood Subdivision No. 4, of part of the Northeast 1/4 and Southeast 1/4 of Section 33 and part of the Southwest 1/4 of Section 34, T.5N., R.10E., Oxford Township, Oakland County, Michigan, according to the plat

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*Ent 09-04-252-000 Lakes of Indianwood #1
Ent 09-04-226-000 Lakes of Indianwood #2
Ent 04-33-477-000 Lakes of Indianwood #3
Ent 04-33-476-000 Lakes of Indianwood #4*

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thereof as recorded in Liber 249 of Plats, Pages 38 through 50, both inclusive, Oakland County Records; and

WHEREAS, Article XI, Section 3 of the Restrictions in part provides that "...Declarant, without the consent, vote, signature or approval of any Owner, the Association or any Members thereof, may ... amend, change or replace [the Restrictions]... as Declarant in its sole discretion deems necessary or desirable, including without limitation for the purpose of adding residential lots, condominium units and/or Common Area to the Association and making [the Restrictions] apply to such lots, condominium units and/or Common Area"; and

WHEREAS, Article XI, Section 4 of the Restrictions provides that "Declarant reserves the right at any time or times in the future to amend [the Restrictions] by adding to it one or more additional subdivisions of land or condominium developments located in Section 33 and/or Section 34 of the Township of Oxford and/or Section 4 of the Township of Orion, Michigan, hereafter developed and platted by Declarant or its assigns"; and

WHEREAS, Declarant desires to make the Restrictions applicable to each lot located within Subdivision No. 4, which is entirely located within Sections 33 and 34 of the Township of Oxford, and desires to establish additional restrictions applicable to Subdivision No. 4; and

WHEREAS, Declarant desires to amend the Restrictions as set forth below.

NOW, THEREFORE, in consideration of the premises and the conditions, restrictions, covenants, agreements, easements, charges and liens contained herein, the Restrictions are hereby amended and additional conditions, restrictions, covenants, agreements, easements, charges and liens are hereby established as follows:

1. Except as modified below, all of the conditions, restrictions, covenants, agreements, easements, charges and liens, and the recitals set forth herein and in the Restrictions, are hereby made applicable to each and every lot in Subdivision No. 4 and to its Deer Path Trail Park North and Duck Lake Park West (the "Subdivision No. 4 Common Area").

2. Except as stated below, all of the conditions, restrictions, covenants and agreements, easements, charges and liens, and the recitals set forth in the Restrictions and herein, shall continue to be applicable to each and every lot in Subdivision No. 1, Subdivision No. 2 and Subdivision No. 3, and to the Common Area described in the Restrictions.

3. The Restrictions provide for the establishment of the Lakes of Indianwood Subdivision Association (the "Association"). The Association is now in existence. Membership in the Association, and payment of the Association assessments set forth in the Restrictions, is mandatory for each and every Owner of a lot in Subdivision No. 1, Subdivision No. 2 and Subdivision No. 3 and shall be mandatory for each and every Owner of a lot in Subdivision No. 4.

4. The Subdivision No. 4 Common Area shall be "Common Area" as such term is used in Section 2 of Article I of the Restrictions. The Common Area described in the Restrictions and the Subdivision No. 4 Common Area are reserved for the use and enjoyment of each of the Owners of lots located either in Subdivision No. 1, Subdivision No. 2, Subdivision No. 3 or Subdivision No. 4.

5. Declarant or its assigns shall convey the Subdivision No. 4 Common Area to the Association within six (6) months following the conveyance by Declarant of any lot or lots in Subdivision No. 4.

6. The following provisions are added to the restrictions and are applicable only to Subdivision No. 4:

a. Flood Plain Limit.

No filling, grading, alteration or occupation of the 100 Year Flood Plain limit for Duck Lake, as shown on the recorded plat of Subdivision No. 4, will be allowed without the approval of the Michigan Department of Natural Resources. The 100 Year Flood Plain limit for Duck Lake is elevation 1000.2 (N.G.V. datum) within the confines of Subdivision No. 4.

No building used or capable of being used for residential purposes and occupancy shall be constructed on any lot in Subdivision No. 4 unless the lowest floor, including basement floors, is constructed and maintained at or above elevation 1000.2 (N.G.V. datum).

The restrictions and conditions imposed in this Paragraph a. shall be observed in perpetuity, shall not be amended, and are hereby excluded from the time limitation set forth in Section 3 of Article XI of the Restrictions regarding the duration of the covenants and restrictions contained therein.

b. Easements.

Private easements for public utilities have been granted and reserved on the plat of Subdivision No. 4. Without limiting the use of these easements by other permitted parties and utilities, the Detroit Edison Company is specifically granted the right of access to and from these easements reserved for public utilities for the purpose of constructing, reconstructing, modifying, adding to, operating and maintaining utility line facilities consisting of poles, guys, anchors, wires, manholes, conduits, pipes, cables, transformers and accessories. Accordingly, no buildings or other permanent structures shall be placed in the easement areas without the prior written consent of Detroit Edison Company and all municipalities and governmental authorities having jurisdiction. Detroit Edison Company shall be permitted to trim, cut down, remove or otherwise control any trees, bushes, branches and roots within the easement (or that could grow into the easement) and remove structures and fences in the easement area which Detroit Edison Company believes could interfere with the safe and reliable construction, operation and maintenance of Detroit Edison Company's facility. No trees, plant life, structures and fences shall be planted, grown, or installed within eight (8') feet of the front door and within two (2') feet of the other sides of transformers and switching cabinet enclosures. Detroit Edison Company shall not be responsible for damages to or removal of trees, plant life, structures and fences placed in front of transformer doors within such required clearance areas. Prior to the installation by Detroit Edison Company of its subdivision utility facilities, Declarant shall grade the easement area to within four (4") inches of the final grade shown on the approved Master Grading Plan of Subdivision No. 4. Following grading by the Declarant, each Owner shall, to the extent the easement is located on his lot, maintain this grading elevation. Each Owner shall be responsible to reimburse Detroit Edison Company for any repairs required as a result of damage caused to Detroit Edison Company's utility facilities by the Owner or by the Owner's agents, contractors or invitees.

c. Building Size Minimums.

Notwithstanding the criteria to the contrary set forth in the first sentence of Section 2 of Article VII of the Restrictions, no dwelling shall be permitted on any lot in Subdivision No. 4 unless the living area thereof is not less than 2,200 square feet in the case of a one-story dwelling, not less than 2,500 square feet in the case of a one and one-half story or "split level"

dwelling, and not less than 2,700 square feet in the case of a two-story dwelling, except that in the case of Lots 77 through 81, inclusive, no dwelling shall be permitted unless the living area thereof is not less than 2,200 square feet in the case of a one-story dwelling, and 2,400 square feet in the case of all other dwellings.

d. Exterior Building Materials.

The visible exterior walls of all dwelling structures in Subdivision No. 4 shall be wood, brick, brick veneer, stucco, dryvit and/or stone in any combination. Notwithstanding the foregoing, not less than sixty-five (65%) percent of each of a) the front elevation of all dwelling structures (all stories included), and b) the first floor (including, to the extent exposed above finish grade, any walkout basement and/or basement walls) of each side elevation and of the rear elevation of all dwelling structures, shall be faced with brick, stone and/or other materials approved by the Architectural Control Committee. Windows and doors shall not be included in calculating the total area of visible exterior walls. The use of exterior aluminum and/or vinyl siding is not permitted. The Architectural Control Committee may grant such exceptions to the restrictions set forth in this paragraph as it deems suitable, in its sole discretion.

e. Chimneys.

The exterior of all chimney chutes and chases attached to and located on the exterior of the front or any side elevation of any dwelling structure shall be completely covered by brick. The Architectural Control Committee may in its sole discretion grant such exceptions to this restriction as it deems suitable, as for example when extreme grade variations on a given lot cause the cost of bricking a chimney attached to the side of a dwelling to be excessive.

f. Minimum Yards.

No building shall be erected or maintained on any lot in Subdivision No. 4 which is nearer than forty (40') feet to the front lot line, ten (10') feet to the side lot line on one side, or thirty-five (35') feet to the rear lot line, nor shall the total of both side yards be less than thirty (30') feet in width with regard to interior lots. As to corner lots, any side yard abutting a street shall be considered a front yard for purposes of this Section 6.f. Approval of a variance by both the Architectural Control Committee and by the Oxford Township Board of Appeals permitting front, rear or side yards smaller than the above minimums shall be deemed a valid waiver of this restriction.

g. Minimum Lot Size.

No dwelling shall be erected, altered, placed on or permitted to remain on any lot in Subdivision No. 4 unless such lot or site has a width at the front building setback line of at least one hundred thirty (130') feet and an area of at least twenty thousand (20,000) square feet.

h. Tree Removal.

(1) Except for trees located either (a) within the driveway serving the dwelling structure constructed on the lot, or (b) within ten (10') feet of the dwelling structure constructed on the lot, no tree having a trunk diameter of six (6") inches or greater, as measured four (4') feet above existing grade, shall be removed from any lot, or relocated on the lot, without the prior approval of the Architectural Control Committee.

(2) Any area on any lot where scrub or undergrowth is removed shall promptly be seeded, sodded, planted with appropriate vegetation or otherwise landscaped to avoid soil erosion.

(3) No person shall perform any act or fail to perform any act which could result in damage to or destruction of trees not permitted to be removed.

(4) Nothing contained herein shall be construed to limit or prohibit the removal of diseased or dying trees or the trimming or removal of trees which could or might reasonably be expected to cause injury to persons or property if left untended.

i. No Septic Systems.

No septic system shall be installed on any lot in Subdivision No. 4.

j. Water Supply System.

Dwellings in Subdivision No. 4 shall be served by a potable water supply system. No individual wells serving a single lot, or any other well, shall be installed in Subdivision No. 4 without the prior written permission of Declarant, which permission may be granted or withheld for any reason or for no reason. All wells shall be drilled by a well driller, registered by the State of Michigan, to depths of at least 80 feet with adequate yield. All wells shall be grouted completely through the clay barrier. In the absence of an adequate clay barrier the minimum well depth shall be 100 feet, grouted full length. A completed well log form for each potable water well shall be submitted to Oakland County Health Division within sixty (60) days following completion of such well. Permits, where applicable, for the installation of on-site wells, shall be obtained from the Oakland County Health Division prior to consideration.

Although not considered health related, the elevated hardness of the underground water within Subdivision No. 4 may be aesthetically objectionable. Prospective residents of Subdivision No. 4 are advised that softening or treatment systems may be necessary or desirable for their drinking water.

Oxford Township, although currently in the planning stages, has not yet reached a final determination as to the permanent source of the water supply to serve Subdivision No. 4 in the future. Accordingly, Seller intends to install a Type 3 well system to supply water service to some or all of the lots in Subdivision No. 4. If a municipal water system or a community water system (either such water system, whether public or private, shall be referred to herein as a "Permanent Water System") other than the Type 3 well system becomes available from any source whatsoever to serve the Premises, then the portion of the Type 3 well system located on any given lot and, if applicable, any other well serving the lot, shall be disconnected and abandoned by each affected lot Owner and replaced by the Permanent Water System. By virtue of his acceptance of a deed to a lot in Subdivision No. 4, each lot Owner hereby consents to Declarant causing the Type 3 well system or other well system, if installed, to be disconnected and/or abandoned at such time as the Permanent Water System is approved by Oxford Township and is available to serve Subdivision No. 4, and agrees at such time to connect the residence to be constructed on the Owner's lot to the Permanent Water System. Declarant makes no representation as to whether or when the Permanent Water System will be available.

Each lot Owner shall be obligated to pay when due any and all tap-in, metering, connection, and other fees and expenses (collectively, the "Tap-In Fees"), relating to the connection of the Permanent Water System to the residence to be constructed on the Owner's lot, which may be imposed by any and all

governmental agencies having jurisdiction over the Premises or by the Association, whether imposed prior to, simultaneously with, or subsequent to the connection of said residence to the Permanent Water System. As and when requested by Declarant, the Association and/or any governmental agency, as the case may be, then having jurisdiction over the Type 3 well system, other well system or the Permanent Water System, each lot Owner shall be obligated to share on a pro-rata basis in any and all costs of operation, repair, inspection, maintenance and replacement where necessary of the Type 3 well system, other well system and/or the Permanent Water System, including but not limited to the cost of electricity to run the pumps associated with the Type 3 well system, by making payment as and when directed by Declarant, the Association and/or said governmental agency.

7. a. The following sentence shall replace in its entirety the first sentence of Article I, Section 8 of the Restrictions:

Section 8. "Prior Applicable Restrictions" shall mean and refer to that certain Supplementary Declaration of Covenants and Restrictions applicable to Subdivision No. 2, recorded in Liber 15298, Pages 666 through 668, both inclusive, Oakland County Records, that certain Supplementary Declaration of Covenants and Restrictions applicable to Subdivision No. 3, recorded in Liber 15329, Pages 481 through 484, both inclusive, Oakland County Records, and that certain Supplementary Declaration of Covenants and Restrictions applicable to Subdivision No. 4, recorded in Liber 16763, Pages 765 through 767, both inclusive, Oakland County Records.

b. In the second line of Article VII, Section 13, the word ", dryvit" shall be added following the term "brick veneer".

c. The following sentence shall replace in its entirety the first sentence of Article VIII, Section 1 of the Restrictions:

Section 1. Part of Lot 17 and portions of the Common Area within Subdivision No. 1, part of Lots 31, 34 and 35 and portions of the Common Area within Subdivision No. 2, part of Lots 37 and 40 through 45, inclusive, and portions of the common Area within Subdivision No. 3 and part of Lots 46 through 76 inclusive, and 91, 92, 100, 101, 108, 109 and portions of the Common Area within Subdivision No. 4 are within wetland areas.

8. The Restrictions and the provisions hereof shall be applicable to the present and future owners of lots located in Subdivision No. 1, Subdivision No. 2, Subdivision No. 3 or Subdivision No. 4. All lots located in Subdivision No. 1, Subdivision No. 2, Subdivision No. 3 or Subdivision No. 4 shall be used, held and/or sold expressly subject to the conditions, restrictions, covenants, agreements, easements, charges and liens set forth in the Restrictions and as provided herein, which conditions, restrictions, covenants, agreements, easements, charges and liens shall be incorporated by reference in all deeds of conveyance and contracts for the sale of said lots and shall run with the land and be binding upon all grantees and assigns and their respective heirs, personal representatives, successors and assigns.

9. All conditions, restrictions, covenants, agreements, easements, charges and liens in the Restrictions which are not herein specifically amended shall continue in full force and effect.

10. The invalidity of any of the conditions, restrictions, covenants, agreements, easements, charges and liens in the Restrictions or herein shall not affect the remaining portions thereof or hereof, and in such event the Restrictions as amended

EXHIBIT 8

15.00 MISCELLANEOUS RECORDING
27.00 RECONSTRUCTION
3 MAR 98 1:13 P.M. RECEIPT# 1168
PAID RECORDED - OAKLAND COUNTY
LYNN O. ALLEN, CLERK/REGISTER OF DEEDS

**DECLARATION OF RESTRICTIONS FOR
LAKES OF INDIANWOOD SUBDIVISION NO. 5
AND
SECOND AMENDMENT TO RESTATED DECLARATION OF RESTRICTIONS
FOR LAKES OF INDIANWOOD SUBDIVISION NO. 1, 2, 3 AND 4**

WHEREAS, Indianwood Limited Partnership, a Michigan limited partnership, of 2025 West Long Lake Road, Suite 104, Troy, Michigan 48098, hereinafter referred to as "Declarant", has previously established certain restrictions pursuant to that certain "Restated Declaration of Restrictions for Lakes of Indianwood Subdivision No. 1 and Declaration of Restrictions for Lakes of Indianwood Subdivision No. 2 and for Lakes of Indianwood Subdivision No. 3", hereinafter referred to as the "Original Restrictions", for the benefit of all owners of lots in:

83-121038

a) Lakes of Indianwood Subdivision No. 1 ("Subdivision No. 1") located in the Township of Orion, Oakland County, Michigan, and more particularly described as:

Lots 1 through 30, both inclusive, and Indianwood Park and Paint Creek Park of Lakes of Indianwood Subdivision No. 1, of part of the Northeast 1/4 of Section 4, T. 4 N., R. 10 E., Township of Orion, Oakland County, Michigan, according to the plat thereof as recorded in Liber 222 of Plats, Pages 15 through 19, both inclusive, Oakland County Records; 09-04-252-000 ENTIRE
09-04-202-013 Indianwood Park
09-04-201-008 Paint Creek Park

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b) Lakes of Indianwood Subdivision No. 2 ("Subdivision No. 2") located in the Township of Orion, Oakland County, Michigan, and more particularly described as:

Lots 31 through 36, both inclusive, and Indian Meadows Park and Pinewood Park of Lakes of Indianwood Subdivision No. 2, of part of the Northeast 1/4 of Section 4, T. 4 N., R. 10 E., Township of Orion, Oakland County, Michigan, according to the plat thereof as recorded in Liber 238 of Plats, Pages 27 through 29, both inclusive, Oakland County Records; and 09-04-226-000 ENTIRE
09-04-226-009 Pinewood Park
09-04-228-001 Indian Meadows Park

c) Lakes of Indianwood Subdivision No. 3 ("Subdivision No. 3") located in the Township of Oxford, Oakland County, Michigan, and more particularly described as:

Lots 37 through 45, both inclusive, and Deer Path Trail Park East, Deer Path Trail Park West and Pinewood Park North of Lakes of Indianwood Subdivision No. 3, of part of the Southeast 1/4 of Section 33 and the Southwest 1/4 of Section 34, T. 5 N., R. 10 E., Township of Oxford, Oakland County, Michigan, according to the plat thereof as recorded in Liber 239 of Plats, Pages 4 through 7, both inclusive, Oakland County Records. 04-33-477-000 ENTIRE
04-33-476-004 Deer Path Trail Park West
04-34-351-001 Deer Path Trail Park East

which Original Restrictions are recorded in Liber 15342, Pages 392 through 417, both inclusive, Oakland County Records; and 04-33-477-001 Pinewood Park North

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B

WHEREAS, the Declarant has also established certain other covenants and Restrictions pursuant to that certain "Declaration of Restrictions for Lakes of Indianwood Subdivision No. 4 and First Amendment to Restated Declaration of Restrictions for Lakes of Indianwood Subdivision No. 1 and Declaration of Restrictions for Lakes of Indianwood Subdivision No. 2 and for Lakes of Indianwood Subdivision No. 3" (the "Amendment"), which Amendment is recorded in Liber 16846, Pages 897 through 903, both inclusive, Oakland County Records, for the benefit of all owners of lots in Lakes of Indianwood Subdivision No. 4 ("Subdivision No. 4"), located in the Township of Oxford, Oakland County, Michigan, and more particularly described as:

O.K. - MJ

Lots 46 through 109, both inclusive, and Deer Path Trail Park North and Duck Lake Park West, of Lakes of Indianwood Subdivision No. 4, of part of the Northeast 1/4 and Southeast 1/4 of Section 33 and part of the Southwest 1/4 of Section 34, T. 5 N., R. 10 E., Oxford Township, Oakland County, Michigan, according to the Plat thereof, as recorded in Liber 249 of Plats, Pages 38 through 50, both inclusive, Oakland County Records; *C4-33-476-000 ENTIRE*

the Original Restrictions as amended by the Amendment are hereinafter referred to as the "Restrictions"; and *C4-34-328-002* — *Deer Path Trail Park North*

WHEREAS, the Declarant is the owner in fee simple of Lakes of Indianwood Subdivision No. 5 ("Subdivision No. 5"), located in the Township of Oxford, Oakland County, Michigan, and more particularly described as:

Lots 110 through 130, both inclusive, of Lakes of Indianwood Subdivision No. 5, of part of the Northeast 1/4 of Section 33, T.5 N., R.10 E., Oxford Township, Oakland County, Michigan, according to the plat thereof as recorded in Liber 257 of Plats, Pages 1 through 4, both inclusive, Oakland County Records; and *C4-33-481-000 ENTIRE*

WHEREAS, Article XI, Section 3 of the Restrictions in part provides that "...Declarant, without the consent, vote, signature or approval of any Owner, the Association or any Members thereof, may ... amend, change or replace [the Restrictions]... as Declarant in its sole discretion deems necessary or desirable, including without limitation for the purpose of adding residential lots, condominium units and/or Common Area to the Association and making [the Restrictions] apply to such lots, condominium units and/or Common Area"; and

WHEREAS, Article XI, Section 4 of the Restrictions provides that "Declarant reserves the right at any time or times in the future to amend [the Restrictions] by adding to it one or more additional subdivisions of land or condominium developments located in Section 33 and/or Section 34 of the Township of Oxford and/or Section 4 of the Township of Orion, Michigan, hereafter developed and platted by Declarant or its assigns"; and

WHEREAS, Declarant desires to make the Restrictions applicable to each lot located within Subdivision No. 5, which is entirely located within Section 33 of the Township of Oxford, and desires to establish additional restrictions applicable to Subdivision No. 5; and

WHEREAS, Declarant desires to amend the Restrictions as set forth below.

NOW, THEREFORE, in consideration of the premises and the conditions, restrictions, covenants, agreements, easements, charges and liens contained herein, the Restrictions are hereby amended and additional conditions, restrictions, covenants, agreements, easements, charges and liens are hereby established as follows:

1. Except as modified below, all of the conditions, restrictions, covenants, agreements, easements, charges and liens, and the recitals set forth herein and in the Restrictions, are hereby made applicable to each and every lot in Subdivision No. 5.
2. Except as stated below, all of the conditions, restrictions, covenants and agreements, easements, charges and liens, and the recitals set forth in the Restrictions and herein, shall continue to be applicable to each and every lot in Subdivision No. 1, Subdivision No. 2, Subdivision No. 3 and Subdivision No. 4 and to the Common Area described in the Restrictions.
3. The Restrictions provide for the establishment of the Lakes of Indianwood Subdivision Association (the "Association"). The Association is now in existence. Membership in the Association, and payment of the Association assessments set forth in the Restrictions, is mandatory for each and every Owner of a lot in Subdivision No. 1, Subdivision No. 2, Subdivision No. 3 and Subdivision No. 4 and shall be mandatory for each and every Owner of a lot in Subdivision No. 5.

4. The Common Area described in the Restrictions is hereby reserved for the use and enjoyment of each of the Owners of lots located either in Subdivision No. 1, Subdivision No. 2, Subdivision No. 3, Subdivision No. 4 or Subdivision No. 5.

5. The following provisions are added to the restrictions and are applicable only to Subdivision No. 5:

a. Easements.

Private easements for public utilities have been granted and reserved on the plat of Subdivision No. 5. Without limiting the use of these easements by other permitted parties and utilities, the Detroit Edison Company is specifically granted the right of access to and from these easements reserved for public utilities for the purpose of constructing, reconstructing, modifying, adding to, operating and maintaining utility line facilities consisting of poles, guys, anchors, wires, manholes, conduits, pipes, cables, transformers and accessories. Accordingly, no buildings or other permanent structures shall be placed in the easement areas without the prior written consent of Detroit Edison Company and all municipalities and governmental authorities having jurisdiction. Detroit Edison Company shall be permitted to trim, cut down, remove or otherwise control any trees, bushes, branches and roots within the easement (or that could grow into the easement) and remove structures and fences in the easement area which Detroit Edison Company believes could interfere with the safe and reliable construction, operation and maintenance of Detroit Edison Company's facility. No trees, plant life, structures and fences shall be planted, grown, or installed within eight (8') feet of the front door and within two (2') feet of the other sides of transformers and switching cabinet enclosures. Detroit Edison Company shall not be responsible for damages to or removal of trees, plant life, structures and fences placed in front of transformer doors within such required clearance areas. Prior to the installation by Detroit Edison Company of its subdivision utility facilities, Declarant shall grade the easement area to within four (4") inches of the final grade shown on the approved Master Grading Plan of Subdivision No. 5. Following grading by the Declarant, each Owner shall, to the extent the easement is located on his lot, maintain this grading elevation. Each Owner shall be responsible to reimburse Detroit Edison Company for any repairs required as a result of damage caused to Detroit Edison Company's utility facilities by the Owner or by the Owner's agents, contractors or invitees.

b. Building Size Minimums.

Notwithstanding the criteria to the contrary set forth in the first sentence of Section 2 of Article VII of the Restrictions, no dwelling shall be permitted on any lot in Subdivision No. 5 unless the living area thereof is not less than 2,200 square feet in the case of a one-story dwelling, not less than 2,500 square feet in the case of a one and one-half story or "split level" dwelling, and not less than 2,700 square feet in the case of a two-story dwelling.

c. Exterior Building Materials.

The visible exterior walls of all dwelling structures in Subdivision No. 5 shall be wood, brick, brick veneer, stucco, dryvit and/or stone in any combination. Notwithstanding the foregoing, not less than sixty-five (65%) percent of each of a) the front elevation of all dwelling structures (all stories included), and b) the first floor (including, to the extent exposed above finish grade, any walkout basement and/or basement walls) of each side elevation and of the rear elevation of all dwelling structures, shall be faced with brick, stone and/or other materials approved by the Architectural Control Committee. Windows and doors shall not be included in calculating the total area of visible exterior walls. The use of exterior aluminum and/or vinyl siding is not permitted. The Architectural Control Committee may grant such exceptions to the restrictions set forth in this paragraph as it deems suitable, in its sole discretion.

d. Chimneys.

The exterior of all chimney chutes and chases attached to and located on the exterior of the front or any side elevation of any dwelling structure shall be completely covered by brick. The Architectural Control Committee may in its sole discretion grant such exceptions to this restriction as it deems suitable, as for example when extreme grade variations on a given lot cause the cost of bricking a chimney attached to the side of a dwelling to be excessive.

c. Minimum Yards.

No building shall be erected or maintained on any lot in Subdivision No. 5 which is nearer than forty (40') feet to the front lot line, ten (10') feet to the side lot line on one side, or thirty-five (35') feet to the rear lot line, nor shall the total of both side yards be less than thirty (30') feet in width with regard to interior lots. As to corner lots, any side yard abutting a street shall be considered a front yard for purposes of this Section 6.e. Approval of a variance by both the Architectural Control Committee and by the Oxford Township Board of Appeals permitting front, rear or side yards smaller than the above minimums shall be deemed a valid waiver of this restriction.

f. Minimum Lot Size.

No dwelling shall be erected, altered, placed on or permitted to remain on any lot in Subdivision No. 5 unless such lot or site has a width at the front building setback line of at least one hundred thirty (130') feet and an area of at least twenty thousand (20,000) square feet.

g. Tree Removal.

(1) Except for trees located either (a) within the driveway serving the dwelling structure constructed on the lot, or (b) within ten (10') feet of the dwelling structure constructed on the lot, no tree having a trunk diameter of six (6") inches or greater, as measured four (4') feet above existing grade, shall be removed from any lot, or relocated on the lot, without the prior approval of the Architectural Control Committee.

(2) Any area on any lot where scrub or undergrowth is removed shall promptly be seeded, sodded, planted with appropriate vegetation or otherwise landscaped to avoid soil erosion.

(3) No person shall perform any act or fail to perform any act which could result in damage to or destruction of trees not permitted to be removed.

(4) Nothing contained herein shall be construed to limit or prohibit the removal of diseased or dying trees or the trimming or removal of trees which could or might reasonably be expected to cause injury to persons or property if left untended.

h. No Septic Systems.

No septic system shall be installed on any lot in Subdivision No. 5.

i. Water Supply System.

Dwellings in Subdivision No. 5 shall be served by the Township of Oxford community water supply system (the "Water System"). No individual wells serving a single lot, or any other well, shall be installed in Subdivision No. 5 without the prior written permission of Declarant, which permission may be granted or withheld for any reason or for no reason.

Although not considered health related, the elevated hardness of the water to be supplied by the Water System may be aesthetically objectionable. Prospective residents of Subdivision No. 5 are advised that softening or treatment systems may be necessary or desirable for their drinking water.

Each Subdivision No. 5 lot Owner shall be obligated to pay, when due any and all tap-in, metering, connection, and other fees and expenses (collectively, the "Tap-In Fees"), relating to the connection of the Water System to the residence to be constructed on the Owner's lot, which may be imposed by any and all governmental agencies having jurisdiction over the Premises, whether imposed prior to, simultaneously with, or subsequent to the connection of said residence to the Water System.

6. The following sentence shall replace in its entirety the first sentence of Article VIII, Section 1 of the Restrictions:

EXHIBIT 9

88718

LIBER 19695 PAGE 657
 \$15.00 MISC RECORDING
 \$2.00 REINSTATEMENT
 03/18/1999 10:17:30 A.M. RECEIPT# 8544
 PAID RECORDED - OAKLAND COUNTY
 G. WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

LAKES OF INDIANWOOD SUBDIVISION NO. 6
AS RECORDED IN LIBER 267 PAGES 6, 7, 8, 9, 10, 11, 12, 13 & 14 O.C.R.
SUPPLEMENTARY DECLARATION OF
COVENANTS AND RESTRICTIONS

INDIANWOOD LIMITED PARTNERSHIP, a Michigan limited partnership ("Declarant"), having its principal office at 2025 West Long Lake Road, Suite 104, Troy, Michigan 48098, being the owner of the following described lands, herewith forms this Supplemental Declaration of Covenants and Restrictions this 31st day of August, 1998, and they shall run with and bind the lands hereinafter described, and shall inure to the benefit of, and be enforceable by, the owner of any land subject thereto, their respective legal representatives, heirs, successors and assigns, and in accordance with the provisions of Act No. 288, Public Acts of 1967 of the State of Michigan (the "Subdivision Control Act of 1967")

A. LAND COVERED BY THIS SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS:

Lots 131 through 168, both inclusive, and Arrowhead Park, Boyd Park, Bridge Park and Walkway Park, of Lakes of Indianwood Subdivision No. 6, part of the Southwest 1/4 of section 34, T.5N., R.10E., Oxford Township, Oakland County, Michigan, according to the Plat thereof as recorded in Liber 267 . Pages 6 through 14, inclusive, Oakland County Records.

207006

B. COVENANTS AND RESTRICTIONS APPLICABLE TO LOTS 131 THROUGH 139, BOTH INCLUSIVE, AND LOT 166 ("SUBDIVISION NO. 6"):

1. No filling, grading, alteration or occupation of the 100 Year Flood Plain limit for Duck Lake, as shown on the recorded plat of Subdivision No. 6, will be allowed without the approval of the Michigan Department of Environmental Quality. The 100 Year Flood Plain limit for Duck Lake is elevation 1000.2 (N.G.V. datum) within the confines of Subdivision 6.
2. No building used or capable of being used for residential purposes and occupancy shall be constructed on lots 131 through 139 inclusive and lot 166 in Subdivision No. 6 unless the lowest floor, including basement floors, is constructed and maintained at or above elevation 1000.2 (N.G.V. datum).
3. No lot shall be used for other than construction of single family dwellings.

C. COVENANTS AND RESTRICTIONS APPLICABLE TO LOTS 141 THROUGH 155, BOTH INCLUSIVE, ("SUBDIVISION NO. 6"):

1. No filling, grading, alteration or occupation of the 100 Year Flood Plain limit for Indianwood Lake, as shown on the recorded plat of Subdivision No. 6, will be allowed without the approval of the Michigan Department of Environmental Quality. The 100 Year Flood Plain limit for Indianwood Lake is elevation 995.0 (N.G.V. datum) within the confines of Subdivision 6.

5P
R

O.K. - KB

2. No building used or capable of being used for residential purposes and occupancy shall be constructed on lots 141 through 155 inclusive in Subdivision No. 6 unless the lowest floor, including basement floors, is constructed and maintained at or above elevation 995.0 (N.G.V. datum).

3. No lot shall be used for other than construction of single family dwellings.

D. PRESERVATION OF WETLANDS:

Section 1. Part of Lots 131 through 139, inclusive, 141 through 155, inclusive, 158 and 162 through 166, inclusive, and portions of the Common Areas within Subdivision No. 6 are within wetland areas. "Private Conservation Preservation Easements" have been granted to the State of Michigan Department of Environmental Quality ("MDEQ") as depicted on the plat of Subdivision No. 6. Declarant reserves the right to enter into an easement agreement or agreements with the MDEQ in order to set forth the terms and conditions of such easements. All property covered by such easement is herein referred to as "Wetlands". Such easement may cover property that is not a wetland.

Section 2. Except as may be approved by both the Michigan Department of Environmental Quality and the Township of Oxford, the Wetlands shall not be filled, graded, improved, landscaped, altered or disturbed for any purpose, in order to protect and preserve the Wetlands. Without limiting the foregoing restriction, the creation of lawn or beach areas within the Wetlands is strictly prohibited, provided that a riparian owner shall not be deprived of his rights to access, dockage, use and title to natural accretions associated with his ownership of water frontage.

Section 3. Nothing contained in this Preservation of Wetlands provision shall be construed to limit or prohibit within the Wetlands the removal of diseased or dying trees, the trimming or removal of trees which could or might reasonably be expected to cause injury to persons or property if left untended, or the cleaning and clearing of scrub vegetation.

E. RESTRICTIONS ENFORCEABLE IN PERPETUITY:

The foregoing Covenants and Restrictions shall run with and bind the lands above described, in perpetuity, and may be enforced in the manner permitted by law, by any person or persons owning real property within Subdivision No. 6, and by any public body having jurisdiction under the provisions of Section 254 of Act No. 288, Public Acts of 1967 of the States of Michigan, against anyone who has or acquires an interest in the land subject to these Covenants and Restrictions.

Signed in the Presence of:

Signed by:

Carol E. Misner
Carol E. Misner

INDIANWOOD LIMITED PARTNERSHIP
a Michigan limited partnership

By: **BILTMORE PROPERTIES CORPORATION**
a Michigan corporation, General Partner

Joyce E. Kelly
Joyce E. Kelly


By: Jack R. Carnahan
Jack R. Carnahan
Its Vice-President

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The within instrument was acknowledged before me this 25th day of November, 1998, by Jack R. Carnahan, Vice-President of Biltmore Properties Corporation, a Michigan corporation, General Partner of Indianwood Limited Partnership, a Michigan limited partnership, on behalf of the partnership.

My Commission expires:

June 23, 2001



Joyce E. Kelly, Notary Public
Oakland County, Michigan

DRAFTED BY AND WHEN RECORDED RETURN TO:

Jack R. Carnahan
2025 West Long Lake Road, Suite 104
Troy, Michigan 48098

SALEGALIW6IW6 SUPPLEMENTARY RESTRICTIONS

"EXHIBIT A"

"LAKE'S OF INDIANWOOD SUB. NO. 6" Part of the Southwest 1/4 of Section 34, T.5N., R.10E., Oxford Township, Oakland County, Michigan. Beginning at a point which is N89°27'40"E 1360.34 ft. along the South line of Section 34 and the North line of "Supervisor's Plat No. 7" (Liber 7 of Plats, Page 47, Oakland County Records) from the Southwest corner of Section 34, T.5N., R.10E.; thence N00°32'20"W 30.00 ft.; thence N42°40'04"E 166.52 ft.; thence Northerly 122.19 ft. along the arc of a curve to the right (Radius of 60.00 ft., central angle of 116°41'08", long chord bears N19°54'12"W 102.14 ft.); thence N38°26'22"E 13.17 ft.; thence S76°56'51"W 151.46 ft. to traverse point "A"; thence S76°56'51"W 27 ft. to the shoreline of Duck Lake; thence Northerly 2927 ft. along the shoreline of Duck Lake; thence leaving the shoreline of Duck Lake S68°20'35"E 37 ft. to traverse point "B", said point being located along an intermediate traverse line for the next seven (7) courses: N13°03'09"W 417.24 ft. and N73°49'56"W 407.47 ft. and N31°54'31"E 342.05 ft. and N12°02'33"W 314.41 ft. and N21°31'05"E 423.06 ft. and N54°42'32"W 119.16 ft. and N69°47'47"E 230.18 ft. from traverse point "A"; thence S68°20'35"E 212.73 ft.; thence N70°30'52"E 161.14 ft.; thence S54°25'58"E 210.00 ft.; thence S35°34'02"W 42.87 ft.; thence Southwesterly 30.00 ft. along the arc of a curve to the right (Radius of 330.00 ft., central angle of 05°12'31", long chord bears S38°10'18"W 29.99 ft.); thence S75°47'13"E 184.26 ft.; thence S14°47'51"E 109.28 ft.; thence S46°24'50"E 28.72 ft.; thence S20°20'05"E 148.92 ft.; thence S13°15'00"E 288.75 ft. to traverse point "C"; thence S13°15'00"E 35 ft. to the shoreline of Indianwood Lake; thence Southerly 1912 ft. along the shoreline of Indianwood Lake; thence leaving the shoreline of Indianwood Lake S89°27'40"W 63 ft. along said South line of Section 34 and the North line of "Supervisor's Plat No. 7" to traverse point "D", said point being located along the intermediate traverse line for the next nine (9) courses: S76°45'00"W 60.30 ft. and S19°31'24"W 108.44 ft. and S34°01'35"E 150.00 ft. and S45°05'33"E 191.18 ft. and S10°01'43"E 359.99 ft. and N55°03'08"W 224.80 ft. and S49°21'47"W 144.39 ft. and S50°17'49"E 215.49 ft. and S42°57'17"W 341.87 ft. from traverse point "C"; thence S89°27'40"W 490.36 ft. along said South line of Section 34 and the North line of "Supervisor's Plat No. 7" to the point of beginning. Containing 41.94 Acres, more or less, and comprising 38 Lots, numbered 131 through 168, both inclusive and four (4) private parks and plot includes all lands between intermediate traverse line and waters edge.

04-34-300-014

LIBER 19998 PAGE 640
 \$19.00 MISC RECORDING
 \$2.00 REINSTATEMENT
 05/19/1999 02:21:21 P.M. RECEIPT# 34041
 PAID RECORDED - OAKLAND COUNTY
 G. WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

**DECLARATION OF RESTRICTIONS FOR
 LAKES OF INDIANWOOD SUBDIVISION NO. 6
 AND
 THIRD AMENDMENT TO RESTATED DECLARATION OF RESTRICTIONS
 FOR LAKES OF INDIANWOOD SUBDIVISION NO. 1, 2, 3, 4 AND 5**

WHEREAS, Indianwood Limited Partnership, a Michigan limited partnership, of 2025 West Long Lake Road, Suite 104, Troy, Michigan 48098, hereinafter referred to as "Declarant", has previously established certain restrictions pursuant to that certain "Restated Declaration of Restrictions for Lakes of Indianwood Subdivision No. 1 and Declaration of Restrictions for Lakes of Indianwood Subdivision No. 2 and for Lakes of Indianwood Subdivision No. 3", hereinafter referred to as the "Original Restrictions", for the benefit of all owners of lots in:

a) Lakes of Indianwood Subdivision No. 1 ("Subdivision No. 1") located in the Township of Orion, Oakland County, Michigan, and more particularly described as:

Lots 1 through 30, both inclusive, and Indianwood Park and Paint Creek Park of Lakes of Indianwood Subdivision No. 1, of part of the Northeast 1/4 of Section 4, T. 4 N., R. 10 E., Township of Orion, Oakland County, Michigan, according to the plat thereof as recorded in Liber 222 of Plats, Pages 15 through 19, both inclusive, Oakland County Records;

b) Lakes of Indianwood Subdivision No. 2 ("Subdivision No. 2") located in the Township of Orion, Oakland County, Michigan, and more particularly described as:

Lots 31 through 36, both inclusive, and Indian Meadows Park and Pinewood Park of Lakes of Indianwood Subdivision No. 2, of part of the Northeast 1/4 of Section 4, T. 4 N., R. 10 E., Township of Orion, Oakland County, Michigan, according to the plat thereof as recorded in Liber 238 of Plats, Pages 27 through 29, both inclusive, Oakland County Records; and

c) Lakes of Indianwood Subdivision No. 3 ("Subdivision No. 3") located in the Township of Oxford, Oakland County, Michigan, and more particularly described as:

Lots 37 through 45, both inclusive, and Deer Path Trail Park East, Deer Path Trail Park West and Pinewood Park North of Lakes of Indianwood Subdivision No. 3, of part of the Southeast 1/4 of Section 33 and the Southwest 1/4 of Section 34, T. 5 N., R. 10 E., Township of Oxford, Oakland County, Michigan, according to the plat thereof as recorded in Liber 239 of Plats, Pages 4 through 7, both inclusive, Oakland County Records.

which Original Restrictions are recorded in Liber 15342, Pages 392 through 417, both inclusive, Oakland County Records; and

WHEREAS, the Declarant has also established certain other covenants and Restrictions pursuant to that certain "Declaration of Restrictions for Lakes of Indianwood Subdivision No. 4 and First Amendment to Restated Declaration of Restrictions for Lakes of Indianwood Subdivision No. 1 and Declaration of Restrictions for Lakes of Indianwood Subdivision No. 2 and for Lakes of Indianwood Subdivision No. 3" (the "Amendment"), which Amendment is recorded in Liber 16846, Pages 897 through 903, both inclusive, Oakland County Records, for the benefit of all owners of lots in Lakes of Indianwood Subdivision No. 4 ("Subdivision No.

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4"), located in the Township of Oxford, Oakland County, Michigan, and more particularly described as:

Lots 46 through 109, both inclusive, and Deer Path Trail Park North and Duck Lake Park West, of Lakes of Indianwood Subdivision No. 4, of part of the Northeast 1/4 and Southeast 1/4 of Section 33 and part of the Southwest 1/4 of Section 34, T. 5 N., R. 10 E., Oxford Township, Oakland County, Michigan, according to the Plat thereof, as recorded in Liber 249 of Plats, Pages 38 through 50, both inclusive, Oakland County Records;

WHEREAS, the Declarant has also established certain other covenants and Restrictions pursuant to that certain "Declaration of Restrictions for Lakes of Indianwood Subdivision No. 5 and Second Amendment to Restated Declaration of Restrictions for Lakes of Indianwood Subdivision No. 1 and Declaration of Restrictions for Lakes of Indianwood Subdivision No. 2 and for Lakes of Indianwood Subdivision No. 3" (the "Second Amendment"), which Second Amendment is recorded in Liber 18165, Pages 136 through 140, both inclusive, Oakland County Records, for the benefit of all owners of lots in Lakes of Indianwood Subdivision No. 5 ("Subdivision No. 5"), located in the Township of Oxford, Oakland County, Michigan, and more particularly described as:

Lots 110 through 130, both inclusive, of Lakes of Indianwood Subdivision No. 5, of part of the Northeast 1/4 of Section 33, T.5 N., R.10 E., Oxford Township, Oakland County, Michigan, according to the plat thereof as recorded in Liber 257 of Plats, Pages 1 through 4, both inclusive, Oakland County Records; and

WHEREAS, the Original Restrictions as amended by the Amendment and Second Amendment are hereinafter referred to as the "Restrictions"; and

WHEREAS, the Declarant is the owner and proprietor of Lakes of Indianwood Subdivision No. 6 ("Subdivision No. 6"), located in the Township of Oxford, Oakland County, Michigan, described on Exhibit A attached hereto and more particularly described as:

Lots 131 through 168, both inclusive, and Arrowhead Park, Boyd Park, Bridge Park and Walkway Park, of Lakes of Indianwood Subdivision No. 6, part of the Southwest 1/4 of section 34, T.5N., R.10E., Oxford Township, Oakland County, Michigan, according to the Plat thereof as recorded in Liber 267, Pages 6 through 14, inclusive, Oakland County Records;

WHEREAS, Article XI, Section 3 of the Restrictions in part provides that "...Declarant, without the consent, vote, signature or approval of any Owner, the Association or any Members thereof, may ... amend, change or replace [the Restrictions]... as Declarant in its sole discretion deems necessary or desirable, including without limitation for the purpose of adding residential lots, condominium units and/or Common Area to the Association and making [the Restrictions] apply to such lots, condominium units and/or Common Area"; and

WHEREAS, Article XI, Section 4 of the Restrictions provides that "Declarant reserves the right at any time or times in the future to amend [the Restrictions] by adding to it one or more additional subdivisions of land or condominium developments located in Section 33 and/or Section 34 of the Township of Oxford and/or Section 4 of the Township of Orion, Michigan, hereafter developed and platted by Declarant or its assigns"; and

WHEREAS, Declarant desires to make the Restrictions applicable to each lot located within Subdivision No. 6, which is entirely located within Section 34 of the Township of Oxford, and desires to establish additional restrictions applicable to Subdivision No. 6; and

WHEREAS, Declarant desires to amend the Restrictions as set forth below.

NOW, THEREFORE, in consideration of the premises and the conditions, restrictions, covenants, agreements, easements, charges and liens contained herein, the Restrictions are hereby amended and additional conditions, restrictions, covenants, agreements, easements, charges and liens are hereby established as follows:

1. Except as modified below, all of the conditions, restrictions, covenants, agreements, easements, charges and liens, and the recitals set forth herein and in the Restrictions, are hereby made applicable to each and every lot in Subdivision No. 6.

2. Except as stated below, all of the conditions, restrictions, covenants and agreements, easements, charges and liens, and the recitals set forth in the Restrictions and herein, shall continue to be applicable to each and every lot in Subdivision No. 1, Subdivision No. 2, Subdivision No. 3, Subdivision No. 4, and Subdivision No. 5, and to the Common Area described in the Restrictions.

3. The Restrictions provide for the establishment of the Lakes of Indianwood Subdivision Association (the "Association"). The Association is now in existence. Membership in the Association, and payment of the Association assessments set forth in the Restrictions, is mandatory for each and every Owner of a lot in Subdivision No. 1, Subdivision No. 2, Subdivision No. 3, Subdivision No. 4 and Subdivision No. 5 and shall be mandatory for each and every Owner of a lot in Subdivision No. 6.

4. The Common Area described in the Restrictions is hereby reserved for the use and enjoyment of each of the Owners of lots located either in Subdivision No. 1, Subdivision No. 2, Subdivision No. 3, Subdivision No. 4, Subdivision No. 5 or Subdivision No. 6.

5. The following provisions are added to the restrictions and are applicable only to Subdivision No. 6:

a. Easements.

Private easements for public utilities have been granted and reserved on the plat of Subdivision No. 6. Without limiting the use of these easements by other permitted parties and utilities, the Detroit Edison Company is specifically granted the right of access to and from these easements reserved for public utilities for the purpose of constructing, reconstructing, modifying, adding to, operating and maintaining utility line facilities consisting of poles, guys, anchors, wires, manholes, conduits, pipes, cables, transformers and accessories. Accordingly, no buildings or other permanent structures shall be placed in the easement areas without the prior written consent of Detroit Edison Company and all municipalities and governmental authorities having jurisdiction. Detroit Edison Company shall be permitted to trim, cut down, remove or otherwise control any trees, bushes, branches and roots within the easement (or that could grow into the easement) and remove structures and fences in the easement area which Detroit Edison Company believes could interfere with the safe and reliable construction, operation and maintenance of Detroit Edison Company's facility. No trees, plant life, structures and fences shall be planted, grown, or installed within eight (8') feet of the front door and within two (2') feet of the other sides of transformers and switching cabinet enclosures. Detroit Edison Company shall not be responsible for damages to or removal of trees, plant life, structures and fences placed in front of transformer doors within such required clearance areas. Prior to the installation by Detroit Edison Company of its subdivision utility facilities, Declarant shall grade the easement area to within four (4") inches of the final grade shown on the approved Master Grading Plan of Subdivision No. 6. Following grading by the Declarant, each Owner shall, to the extent the easement is located on his lot, maintain this grading elevation. Each Owner shall be responsible to reimburse Detroit Edison Company for any repairs required as a result of damage caused to Detroit Edison Company's utility facilities by the Owner or by the Owner's agents, contractors or invitees.

b. Building Size Minimums.

Notwithstanding the criteria to the contrary set forth in the first sentence of Section 2 of Article VII of the Restrictions, no dwelling shall be permitted on any lot in Subdivision No. 6 unless the living area thereof is not less than 2,200 square feet in the case of a one-story dwelling, not less than 2,500 square feet in the case of a one and one-half story or "split level" dwelling, and not less than 2,700 square feet in the case of a two-story dwelling.

c. Exterior Building Materials.

The visible exterior walls of all dwelling structures in Subdivision No. 6 shall be wood, brick, brick veneer, stucco, dryvit and/or stone in any combination. Notwithstanding the foregoing, not less than sixty-five (65%) percent of each of a) the front elevation of all dwelling structures (all stories included), and b) the first floor (including, to the extent exposed above finish grade, any walkout basement and/or basement walls) of each side elevation and of the rear elevation of all dwelling structures, shall be faced with brick, stone and/or other materials approved by the Architectural Control Committee. Windows and doors shall not be included in calculating the total area of visible exterior walls. The use of exterior aluminum and/or vinyl siding is not permitted. The Architectural Control Committee may grant such exceptions to the restrictions set forth in this paragraph as it deems suitable, in its sole discretion.

d. Chimneys.

The exterior of all chimney chutes and chases attached to and located on the exterior of the front or any side elevation of any dwelling structure shall be completely covered by brick. The Architectural Control Committee may in its sole discretion grant such exceptions to this restriction as it deems suitable, as for example when extreme grade variations on a given lot cause the cost of bricking a chimney attached to the side of a dwelling to be excessive.

e. Minimum Yards.

No building shall be erected or maintained on any lot in Subdivision No. 6 which is nearer than forty (40') feet to the front lot line, ten (10') feet to the side lot line on one side, or thirty-five (35') feet to the rear lot line, nor shall the total of both side yards be less than thirty (30') feet in width with regard to interior lots. As to corner lots, any side yard abutting a street shall be considered a front yard for purposes of this Section 6.e. Approval of a variance by both the Architectural Control Committee and by the Oxford Township Board of Appeals permitting front, rear or side yards smaller than the above minimums shall be deemed a valid waiver of this restriction.

f. Minimum Lot Size.

No dwelling shall be erected, altered, placed on or permitted to remain on any lot in Subdivision No. 6 unless such lot or site has a width at the front building setback line of at least one hundred thirty (130') feet and an area of at least twenty thousand (20,000) square feet.

g. Tree Removal.

(1) Except for trees located either (a) within the driveway serving the dwelling structure constructed on the lot, or (b) within ten (10') feet of the dwelling structure constructed on the lot, no tree having a trunk diameter of six (6") inches or greater, as measured four (4') feet above existing grade, shall be removed from any lot, or relocated on the lot, without the prior approval of the Architectural Control Committee.

(2) Any area on any lot where scrub or undergrowth is removed shall promptly be seeded, sodded, planted with appropriate vegetation or otherwise landscaped to avoid soil erosion.

(3) No person shall perform any act or fail to perform any act which could result in damage to or destruction of trees not permitted to be removed.

(4) Nothing contained herein shall be construed to limit or prohibit the removal of diseased or dying trees or the trimming or removal of trees which could or might reasonably be expected to cause injury to persons or property if left untended.

h. No Septic Systems.

No septic system shall be installed on any lot in Subdivision No. 6.

i. Water Supply System.

Dwellings in Subdivision No. 6 shall be served by the Township of Oxford community water supply system (the "Water System"). No individual wells serving a single lot, or any other well, shall be installed in Subdivision No. 6 without the prior written permission of Declarant, which permission may be granted or withheld for any reason or for no reason.

Although not considered health related, the elevated hardness of the water to be supplied by the Water System may be aesthetically objectionable. Prospective residents of Subdivision No. 6 are advised that softening or treatment systems may be necessary or desirable for their drinking water.

Each Subdivision No. 6 lot Owner shall be obligated to pay when due any and all tap-in, metering, connection, and other fees and expenses (collectively, the "Tap-In Fees"), relating to the connection of the Water System to the residence to be constructed on the Owner's lot, which may be imposed by any and all governmental agencies having jurisdiction over the Premises, whether imposed prior to, simultaneously with, or subsequent to the connection of said residence to the Water System.

6. The following sentence shall replace in its entirety the first sentence of Article VIII, Section 1 of the Restrictions:

Section 1. Part of Lot 17 and portions of the Common Area within Subdivision No. 1, part of Lots 31, 34 and 35 and portions of the Common Area within Subdivision No. 2, part of Lots 37 and 40 through 45 inclusive, and portions of the Common Area within Subdivision No. 3 and part of Lots 46 through 76 inclusive, and 91, 92, 100, 101, 108, 109, and portions of the Common Area within Subdivision No. 4, part of Lots 111, 112, 121, and 122 within Subdivision No. 5 and part of Lots 131 through 139 inclusive, 142 through 155 inclusive, 158, 162, 163, 164, 165, 166 and portions of the Common Area within Subdivision No. 6 are within wetland areas.

7. The Restrictions and the provisions hereof shall be applicable to the present and future owners of lots located in Subdivision No. 1, Subdivision No. 2, Subdivision No. 3, Subdivision No. 4, Subdivision No. 5, or Subdivision No. 6. All lots located in Subdivision No. 1, Subdivision No. 2, Subdivision No. 3, Subdivision No. 4, Subdivision No. 5 or Subdivision No. 6 shall be used, held and/or sold expressly subject to the conditions, restrictions, covenants, agreements, easements, charges and liens set forth in the Restrictions and as provided herein, which conditions, restrictions, covenants, agreements, easements, charges and liens shall be incorporated by reference in all deeds of conveyance and contracts for the sale of said lots and shall run with the land and be binding upon all grantees and assigns and their respective heirs, personal representatives, successors and assigns.

8. All conditions, restrictions, covenants, agreements, easements, charges and liens in the Restrictions which are not herein specifically amended shall continue in full force and effect.

9. The invalidity of any of the conditions, restrictions, covenants, agreements, easements, charges and liens in the Restrictions or herein shall not affect the remaining portions thereof or hereof, and in such event the Restrictions as amended hereby shall be construed as if such invalid portion had not been contained therein or herein.

EXHIBIT A

TOWNSHIP OF OXFORD

PROPOSED LAKES OF INDIANWOOD SUBDIVISION NO. 6:

PART OF THE SOUTHWEST 1/4 OF SECTION 34, TOWN 5 NORTH, RANGE 10 EAST, OXFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS NORTH 89 DEGREES 27 MINUTES 40 SECONDS EAST 1360.64 FEET ALONG THE SOUTHERLY LINE OF SECTION 34 AND THE NORTHERLY LINE OF "SUPERVISOR'S PLAT NO. 7" LIBER 7, PAGE 47, OAKLAND COUNTY RECORDS FROM THE SOUTHWEST CORNER OF SECTION 34, TOWN 5 NORTH, RANGE 10 EAST; THENCE NORTH 00 DEGREES 32 MINUTES 20 SECONDS WEST 30.00 FEET; THENCE NORTH 42 DEGREES 40 MINUTES 04 SECONDS EAST 166.52 FEET; THENCE NORTHERLY 122.19 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 60.00 FEET; CENTRAL ANGLE OF 116 DEGREES 41 MINUTES 08 SECONDS, LONG CHORD BEARS NORTH 19 DEGREES 54 MINUTES 12 SECONDS WEST 102.14 FEET); THENCE NORTH 38 DEGREES 26 MINUTES 22 SECONDS EAST 13.17 FEET; THENCE SOUTH 76 DEGREES 56 MINUTES 51 SECONDS WEST 151.46 FEET TO TRAVERSE POINT "A"; THENCE SOUTH 76 DEGREES 56 MINUTES 51 SECONDS WEST 27.00 +/- FEET TO THE SHORELINE OF DUCK LAKE; THENCE NORTHERLY 2503 FEET +/- ALONG THE SHORELINE OF DUCK LAKE TO TRAVERSE POINT "B" SAID POINT BEING LOCATED ALONG AN INTERMEDIATE TRAVERSE LINE FOR THE NEXT SIX (6) COURSES: NORTH 13 DEGREES 03 MINUTES 09 SECONDS WEST, 417.24 FEET AND NORTH 73 DEGREES 49 MINUTES 56 SECONDS WEST 407.47 FEET AND NORTH 31 DEGREES 54 MINUTES 31 SECONDS EAST 342.05 FEET AND NORTH 12 DEGREES 02 MINUTES 33 SECONDS WEST 314.41 FEET AND NORTH 21 DEGREES 31 MINUTES 05 SECONDS EAST 423.06 FEET AND WESTERLY 58.71 FEET ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 200.00 FEET, CENTRAL ANGLE OF 16 DEGREES 49 MINUTES 13 SECONDS, LONG CHORD BEARS NORTH 79 DEGREES 26 MINUTES 58 SECONDS WEST 58.50 FEET) FROM TRAVERSE POINT "A"; THENCE WESTERLY 32.36 FEET ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 200.00 FEET, CENTRAL ANGLE OF 09 DEGREES 16 MINUTES 16 SECONDS, LONG CHORD BEARS SOUTH 87 DEGREES 30 MINUTES 17 SECONDS WEST 32.33 FEET); THENCE SOUTH 82 DEGREES 52 MINUTES 09 SECONDS WEST, 125.25 FEET; THENCE NORTH 00 DEGREES 32 MINUTES 20 SECONDS WEST 60.40 FEET ALONG THE EAST LINE (AND ITS PROJECTION) OF "LAKES OF INDIANWOOD SUBDIVISION NO. 4" (LIBER 249 OF PLATS, PAGES 38 THROUGH 50, BOTH INCLUSIVE, OAKLAND COUNTY RECORDS); THENCE

NORTH 82 DEGREES 52 MINUTES 09 SECONDS EAST, 83.88 FEET TO TRAVERSE POINT "C", SAID POINT LYING ON THE SHORELINE OF DUCK LAKE; THENCE NORTHEASTERLY 256 FEET +/- ALONG THE SHORELINE OF DUCK LAKE; THENCE LEAVING THE SHORELINE OF DUCK LAKE SOUTH 68 DEGREES 20 MINUTES 35 SECONDS EAST 37 FEET +/- TO TRAVERSE POINT "D", SAID POINT BEING LOCATED ALONG AN INTERMEDIATE TRAVERSE LINE NORTH 82 DEGREES 52 MINUTES 09 SECONDS EAST, 34.43 FEET AND NORTH 69 DEGREES 47 MINUTES 47 SECONDS EAST 230.18 FEET FROM TRAVERSE POINT "C"; THENCE SOUTH 68 DEGREES 20 MINUTES 35 SECONDS EAST 212.73 FEET; THENCE NORTH 70 DEGREES 30 MINUTES 52 SECONDS EAST 161.14 FEET; THENCE SOUTH 54 DEGREES 25 MINUTES 58 SECONDS EAST 210.00 FEET; THENCE SOUTH 35 DEGREES 34 MINUTES 02 SECONDS WEST 42.87 FEET; THENCE SOUTHWESTERLY 30.00 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 330.00 FEET CENTRAL ANGLE OF 05 DEGREES 12 MINUTES 31 SECONDS, LONG CHORD BEARS SOUTH 38 DEGREES 10 MINUTES 18 SECONDS WEST 29.99 FEET); THENCE SOUTH 75 DEGREES 47 MINUTES 13 SECONDS EAST 184.26 FEET; THENCE SOUTH 14 DEGREES 47 MINUTES 51 SECONDS EAST 109.28 FEET; THENCE SOUTH 46 DEGREES 24 MINUTES 50 SECONDS EAST 28.72 FEET; THENCE SOUTH 20 DEGREES 20 MINUTES 05 SECONDS EAST 148.92 FEET; THENCE SOUTH 13 DEGREES 15 MINUTES 00 SECONDS EAST 288.75 FEET TO TRAVERSE POINT "E"; THENCE SOUTH 13 DEGREES 15 MINUTES 00 SECONDS EAST 35.00 FEET +/- TO THE SHORELINE OF INDIANWOOD LAKE; THENCE SOUTHERLY 1912 FEET +/- ALONG THE SHORELINE OF INDIANWOOD LAKE; THENCE LEAVING THE SHORELINE OF INDIANWOOD LAKE, SOUTH 89 DEGREES 27 MINUTES 40 SECONDS WEST 69.00 FEET +/- ALONG THE SOUTH LINE OF SAID SECTION 34 AND THE NORTH LINE OF "SUPERVISOR'S PLAT NO. 7" TO TRAVERSE POINT "F" SAID POINT BEING LOCATED ALONG THE INTERMEDIATE TRAVERSE LINE FOR THE NEXT NINE (9) COURSES: SOUTH 76 DEGREES 45 MINUTES 00 SECONDS WEST 60.30 FEET AND SOUTH 19 DEGREES 31 MINUTES 24 SECONDS WEST 108.44 FEET AND SOUTH 34 DEGREES 01 MINUTES 35 SECONDS EAST 150.00 FEET AND SOUTH 45 DEGREES 05 MINUTES 33 SECONDS EAST 191.18 FEET AND SOUTH 10 DEGREES 01 MINUTES 43 SECONDS EAST 359.99 FEET AND NORTH 55 DEGREES 03 MINUTES 08 SECONDS WEST 244.80 FEET AND SOUTH 49 DEGREES 21 MINUTES 47 SECONDS WEST 144.39 FEET AND SOUTH 50 DEGREES 17 MINUTES 49 SECONDS EAST 215.49 FEET AND SOUTH 43 DEGREES 40 MINUTES 58 SECONDS WEST 346.07 FEET FROM TRAVERSE POINT "E"; THENCE SOUTH 89 DEGREES 27 MINUTES 40 SECONDS WEST 484.30 FEET ALONG THE SOUTH LINE OF SAID SECTION 34 AND THE NORTH LINE OF "SUPERVISOR'S PLAT NO. 7" TO THE POINT OF BEGINNING.

Part of Sidwell (#04-34-300-014); The above is now known as

Lakes of Indianwood Sub. No. 6, Bridge Park,
 Walkway Park, Boyd Park & Arrowhead Park

04-34-352-000 Entire

267006

LIBER 21797 PAGE 620
\$15.00 MISC RECORDING
\$2.00 REIMBURSEMENT
09/12/2000 03:48:26 P.M. RECEIPT# 65517
PAID RECORDED - OAKLAND COUNTY
G. WILLIAM CANNELL, CLERK/REGISTER OF DEEDS

LAKES OF INDIANWOOD SUBDIVISION NO. 7

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

INDIANWOOD LIMITED PARTNERSHIP, a Michigan limited partnership ("Declarant"), having its principal office at 2025 West Long Lake Road, Suite 104, Troy, Michigan 48098, being the owner of the following described lands, herewith forms this Supplemental Declaration of Covenants and Restrictions this 17th day of January, 2000, and they shall run with and bind the lands hereinafter described, and shall inure to the benefit of, and be enforceable by, the owner of any land subject thereto, their respective legal representatives, heirs, successors and assigns, and in accordance with the provisions of Act No. 288, Public Acts of 1967 of the State of Michigan (the "Subdivision Control Act of 1967")

A. LAND COVERED BY THIS SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS:

Lots 169 through 243, both inclusive, and East Park, West Park, Pathfinder Park, Little Cedar Park, Ottawa Park, Walkway Park East and Center Post Park of Lakes of Indianwood Subdivision No. 7, part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of section 34, T.5N., R.10E., Oxford Township, Oakland County, Michigan, according to the Plat thereof as recorded in Liber 275, Pages 25 through 45, inclusive, Oakland County Records.

27025

B. COVENANTS AND RESTRICTIONS APPLICABLE TO LOTS 177 THROUGH 183, BOTH INCLUSIVE, ("SUBDIVISION NO. 7"):

1. No filling, grading, alteration or occupation of the 100 Year Flood Plain limit for Duck Lake, as shown on the recorded plat of Subdivision No. 7, will be allowed without the approval of the Michigan Department of Environmental Quality. The 100 Year Flood Plain limit for Duck Lake is elevation 1000.2 (N.G.V. datum) within the confines of Subdivision 7.

2. No building used or capable of being used for residential purposes and occupancy shall be constructed on lots 177 through 183 inclusive in Subdivision No. 7 unless the lowest floor, including basement floors, is constructed and maintained at or above elevation 1000.2 (N.G.V. datum).

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3. No lot shall be used for other than construction of single family dwellings.

C. COVENANTS AND RESTRICTIONS APPLICABLE TO LOTS 191 THROUGH 199, BOTH INCLUSIVE, ("SUBDIVISION NO. 7"):

1. No filling, grading, alteration or occupation of the 100 Year Flood Plain limit for Indianwood Lake, as shown on the recorded plat of Subdivision No. 7, will be allowed without the approval of the Michigan Department of Environmental Quality. The 100-Year Flood Plain limit for Indianwood Lake is elevation 995.0 (N.G.V. datum) within the confines of Subdivision 7.

O.K. - ML

2. No building used or capable of being used for residential purposes and occupancy shall be constructed on lots 191 through 199 inclusive in Subdivision No. 7 unless the lowest floor, including basement floors, is constructed and maintained at or above elevation 995.0 (N.G.V. datum).

3. No lot shall be used for other than construction of single family dwellings.

D. COVENANTS AND RESTRICTIONS APPLICABLE TO LOTS 206 THROUGH 208, BOTH INCLUSIVE AND LOT 210, LOT 213 AND LOT 214, ("SUBDIVISION NO. 7"):

1. No filling, grading, Alteration or occupation of the 100 Year Flood Plain limit for Little Cedar Lake, as shown on the recorded plat of Subdivision No. 7, will be allowed without the approval of the Michigan Department of Environmental Quality. The 100-Year Flood Plain limit for Little Cedar Lake is elevation 995.0 (N.G.V. datum) within the confines of Subdivision 7.

2. No building used or capable of being used for residential purposes and occupancy shall be constructed on lots 206 through 208 inclusive, lot 210, lot 213 or lot 214 in Subdivision No. 7 unless the lowest floor including basement floors, is constructed and maintained at or above elevation 995.0 (N.G.V. datum).

3. No lot shall be used for other than construction of single family dwellings.

E. PRESERVATION OF WETLANDS:

Section 1. Part of Lots 176 through 193, inclusive, 195 through 201, inclusive, 203 through 217, inclusive, 221 and 222, 227 through 229, inclusive, 233 through 237, inclusive, 239 through 243, inclusive, and portions of the Common Areas within Subdivision No. 7 are within wetland areas. "Private Conservation Preservation Easements" have been granted to the State of Michigan Department of Environmental Quality ("MDEQ") as depicted on the plat of Subdivision No. 7. Declarant reserves the right to enter into an easement agreement or agreements with the MDEQ in order to set forth the terms and conditions of such easements. All property covered by such easement is herein referred to as "Wetlands". Such easement may cover property that is not a wetland.

Section 2. Except as may be approved by both the Michigan Department of Environmental Quality and the Township of Oxford, the Wetlands shall not be filled, graded, improved, landscaped, altered or disturbed for any purpose, in order to protect and preserve the Wetlands. Without limiting the foregoing restriction, the creation of lawn or beach areas within the Wetlands is strictly prohibited, provided that a riparian owner shall not be deprived of his rights to access, dockage, use and title to natural accretions associated with his ownership of water frontage.

Section 3. Nothing contained in this Preservation of Wetlands provision shall be construed to limit or prohibit within the Wetlands the removal of diseased or dying trees, the trimming or removal of trees which could or might reasonably be expected to cause injury to persons or property if left untended, or the cleaning and clearing of scrub vegetation.

F. RESTRICTIONS ENFORCEABLE IN PERPETUITY:

The foregoing Covenants and Restrictions shall run with and bind the lands above described, in perpetuity, and may be enforced in the manner permitted by law, by any person or persons owning real property within Subdivision No. 7, and by any public body having jurisdiction under the provisions of Section 254 of Act No. 288, Public Acts of 1967 of the States of Michigan, against anyone who has or acquires an interest in the land subject to these Covenants and Restrictions.

Signed in the Presence of:

Signed by:

Carol E. Misner
Carol E. Misner

INDIANWOOD LIMITED PARTNERSHIP
a Michigan limited partnership

by: **BILTMORE PROPERTIES CORPORATION**
A Michigan corporation, General Partner

Joyce E. Kelly
Joyce E. Kelly

By: Jack R. Carnahan
Jack R. Carnahan
Its Vice-President

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The within instrument was acknowledged before me this 30th day of June, 2000, by Jack R. Carnahan, Vice-President of Biltmore Properties Corporation, a Michigan corporation, General Partner of Indianwood Limited Partnership, a Michigan limited partnership, on behalf of the partnership.

My Commission expires:

June 23, 2001

Joyce E. Kelly
Joyce E. Kelly, Notary Public
Oakland County, Michigan

DRAFTED BY AND WHEN RECORDED RETURN TO:

Jack R. Carnahan
2025 West Long Lake Road, Suite 104
Troy, Michigan 48098

SALEGAL\W7\W7 SUPPLEMENTARY RESTRICTIONS

PARENT PARCEL LEGAL DESCRIPTION

"LAKES OF INDIANWOOD SUB. NO. 7" Part of Section 34, T.5N., R.10E., Oxford Township, Oakland County, Michigan, being more particularly described as follows: Beginning at a point which is N89°10'36"E 989.80 ft. along the North line of Section 34 and the centerline of Drahner Road from the North 1/4 corner of said Section 34, T.5N., R.10E.; thence continuing N89°10'36"E 100.03 ft. along the North line of said Section 34 and the centerline of Drahner Road; thence S02°11'58"E 362.05 ft.; thence S02°39'02"E 486.52 ft. along the West line of "Hillcrest Villas Condominium Plan No. 374" (Liber 8623, Page 420, Oakland County Records); thence S02°22'02"E 1537.57 ft. along the West line of "Woodbriar Subdivision No. 2", (Liber 268, Pages 29 thru 33); thence S01°32'53"E 1216.29 ft. to Traverse Point "A"; thence S86°21'32"W 233 ft. to the shoreline of "Little Cedar Lake"; thence Northerly and Southerly 1621 ft. along the shoreline of said "Little Cedar Lake"; thence S86°21'32"W 93.00 ft. to Traverse Point "B" said point being locate along an intermediate Traverse Line for the next six (6) courses N47°37'38"W 366.52 ft. and S88°27'07"W 230.94 ft. and N33°32'37"W 425.87 ft. and S43°09'10"W 275.52 ft. and S36°58'47"E 150.24 ft. and S03°23'11"E 327.18 ft. from Traverse Point "A"; thence S86°21'32"W 402.50 ft. along the North line of "Indianwood Hills No. 2" (Liber 80, Page 2); thence S11°06'37"E 386.67 ft. to Traverse Point "C"; thence S11°06'37"E 167 ft. to the shoreline of "Little Cedar Lake" and "Indianwood Lake"; thence Southerly and Northerly 2577 ft. along the shoreline of said "Little Cedar Lake" and said "Indianwood Lake" and N13°15'00"W 35 ft. to Traverse Point "D" said point being located along an intermediate Traverse Line for the next ten (10) courses S00°50'39"W 169.91 ft. and S01°19'02"E 197.51 ft. and S15°48'40"E 239.51 ft. and N43°17'23"W 212.64 ft. and S63°22'07"W 150.00 ft. and N08°29'33"E 416.80 ft. and N06°46'10"W 230.45 ft. and N39°07'34"W 327.20 ft. and N79°57'26"W 287.84 ft. and S15°56'51"W 76.25 ft. from Traverse Point "C"; thence along the East line of "Lakes of Indianwood Sub. No. 6" as found in (Liber 267, Pages 6 thru 14) the following ten (10) courses N13°15'00"W 288.75 ft. and N20°20'05"W 148.92 ft. and N46°24'50"W 28.72 ft. and N14°47'51"W 109.28 ft. and N75°47'13"W 184.26 ft. and Northeasterly 30.00 ft. along the arc of a curve to the left (Radius of 330.00 ft., central angle 05°12'31", long chord bears N38°10'18"E 29.99 ft.) and N35°34'02"E 42.87 ft. and N54°25'58"W 210.00 ft. and S70°30'52"W 161.14 ft. and N68°20'35"W 212.73 ft. to Traverse Point "E"; thence N68°20'35"W 37.00 ft. to the shoreline of "Duck Lake"; thence Northerly and Easterly 1736 ft. along the shoreline of "Duck Lake"; thence N89°12'06"E 41 ft. to Traverse Point "F" said point being located along an intermediate Traverse Line for the next six (6) courses, N00°11'32"E 182.73 ft. and N19°45'56"W 463.26 ft. and N89°22'50"E 437.22 ft. and S62°24'07"E 192.04 ft. and N70°14'04"E 125.85 ft. and N00°47'54"W 231.35 ft. from Traverse Point "E"; thence N89°12'06"E 1090.30 ft.; thence N02°18'03"W 1080.00 ft.; thence N89°12'06"E 850.70 ft.; thence N02°39'02"W 618.62 ft.; thence N02°11'58"W 364.84 ft. to the point of beginning. Containing 107.839 Acres, more or less, and comprising 75 Lots, numbered 169 through 243, both inclusive and eight (8) private parks and plat includes all lands between intermediate traverse line and waters edge.

04-34-300-017

04-34-200-018

LIBER 22146 PAGE 61
\$19.00 RISC RECORDING
\$2.00 REPRINTEMENTATION
12/22/2000 11:36:27 A.M. RECEIPT# 88538
PAID RECORDED - OAKLAND COUNTY
G. WILLIAM CABELL, CLERK/REGISTER OF DEEDS

**DECLARATION OF RESTRICTIONS FOR
LAKES OF INDIANWOOD SUBDIVISION NO. 7
AND**

**FOURTH AMENDMENT TO RESTATED DECLARATION OF RESTRICTIONS
FOR LAKES OF INDIANWOOD SUBDIVISION NO. 1, 2, 3, 4, 5 AND 6**

WHEREAS, Indianwood Limited Partnership, a Michigan limited partnership, of 2025 West Long Lake Road, Suite 104, Troy, Michigan 48098, hereinafter referred to as "Declarant", has previously established certain restrictions pursuant to that certain "Restated Declaration of Restrictions for Lakes of Indianwood Subdivision No. 1 and Declaration of Restrictions for Lakes of Indianwood Subdivision No. 2 and for Lakes of Indianwood Subdivision No. 3", hereinafter referred to as the "Original Restrictions", for the benefit of all owners of lots in:

a) Lakes of Indianwood Subdivision No. 1 ("Subdivision No. 1") located in the Township of Orion, Oakland County, Michigan, and more particularly described as:

Lots 1 through 30, both inclusive, and Indianwood Park and Paint Creek Park of ~~Lakes of Indianwood Subdivision No. 1~~, of part of the Northeast 1/4 of Section 4, T. 4 N., R. 10 E., Township of Orion, Oakland County, Michigan, according to the plat thereof as recorded in Liber 222 of Plats, Pages 15 through 19, both inclusive, Oakland County Records;

222015

09-04-252-000 Entire

b) Lakes of Indianwood Subdivision No. 2 ("Subdivision No. 2") located in the Township of Orion, Oakland County, Michigan, and more particularly described as:

Lots 31 through 36, both inclusive, and Indian Meadows Park and Pinewood Park of Lakes of Indianwood Subdivision No. 2, of part of the Northeast 1/4 of Section 4. T.4N., R.10E., Township of Orion, Oakland County, Michigan, according to the plat thereof as recorded in Liber 238 of Plats, Pages 27 through 29, both inclusive, Oakland County Records; and

09-04-226-000 Entire

c) Lakes of Indianwood Subdivision No. 3 ("Subdivision No. 3") located in the Township of Oxford, Oakland County, Michigan, and more particularly described as:

Lots 37 through 45, both inclusive, and Deer Path Trail Park East, Deer Path Trail Park West and Pinewood Park North of Lakes of Indianwood Subdivision No. 3, of part of the Southeast 1/4 of Section 33 and the Southwest 1/4 of Section 34, T.5N., R.10E., Township of Oxford, Oakland County, Michigan, according to the plat thereof as recorded in Liber 239 of Plats, Pages 4 through 7, both inclusive, Oakland County Records.

238027 04-33-477-000 Entire

which Original Restrictions are recorded in Liber 15342, Pages 392 through 417, both inclusive, Oakland County Records; and

WHEREAS, the Declarant has also established certain other covenants and Restrictions pursuant to that certain "Declaration of Restrictions for Lakes of Indianwood Subdivision No. 4 and First Amendment to Restated Declaration of Restrictions for Lakes of Indianwood Subdivision No. 1 and Declaration of Restrictions for Lakes of Indianwood Subdivision No. 2 and for Lakes of Indianwood Subdivision No. 3" (the "Amendment"), which Amendment is recorded in Liber 16846, Pages 897 through 903, both inclusive, Oakland County Records, for the benefit of all owners of lots in Lakes of Indianwood Subdivision No. 4 ("Subdivision No.

FIRST AMERICAN TITLE
S.E. MICHIGAN DIVISION

REC 2599

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4"), located in the Township of Oxford, Oakland County, Michigan, and more particularly described as:

Lots 46 through 109, both inclusive, and Deer Path Trail Park North and Duck Lake Park West, of Lakes of Indianwood Subdivision No. 4, of part of the Northeast 1/4 and Southeast 1/4 of Section 33 and part of the Southwest 1/4 of Section 34, T. 5 N., R. 10 E., Oxford Township, Oakland County, Michigan, according to the Plat thereof, as recorded in Liber 249 of Plats, Pages 38 through 50, both inclusive, Oakland County Records; and

249038 04-33-476-000 Entire

WHEREAS, the Declarant has also established certain other covenants and Restrictions pursuant to that certain "Declaration of Restrictions for Lakes of Indianwood Subdivision No. 5 and Second Amendment to Restated Declaration of Restrictions for Lakes of Indianwood Subdivision No. 1, 2, 3 and 4 (the "Second Amendment"), which Second Amendment is recorded in Liber 18165, Pages 136 through 140, both inclusive, Oakland County Records, for the benefit of all owners of lots in Lakes of Indianwood Subdivision No. 5 ("Subdivision No. 5"), located in the Township of Oxford, Oakland County, Michigan, and more particularly described as:

Lots 110 through 130, both inclusive, of Lakes of Indianwood Subdivision No. 5, of part of the Northeast 1/4 of Section 33, T.5 N., R.10 E., Oxford Township, Oakland County, Michigan, according to the plat thereof as recorded in Liber 257 of Plats, Pages 1 through 4, both inclusive, Oakland County Records; and

257004 4-33-481-000 Entire

WHEREAS, the Declarant has also established certain other covenants and Restrictions pursuant to that certain "Declaration of Restrictions for Lakes of Indianwood Subdivision No. 6 and Third Amendment to Restated Declaration of Restrictions for Lakes of Indianwood Subdivision No. 1, 2, 3, 4 and 5 (the "Third Amendment"), which Third Amendment is recorded in Liber 19998, Pages 640 through 646, both inclusive, Oakland County Records, for the benefit of all owners of lots in Lakes of Indianwood Subdivision No. 6 ("Subdivision No. 6"), located in the Township of Oxford, Oakland County, Michigan, and more particularly described as:

Lots 131 through 168, both inclusive, and Arrowhead Park, Boyd Park, Bridge Park and Walkway Park, of Lakes of Indianwood Subdivision No. 6, part of the Southwest 1/4 of Section 34, T.5N., R.10E., Oxford Township, Oakland County, Michigan according to the plat thereof as recorded in Liber 267 of Plats, Pages 6 through 14, both inclusive, Oakland County Records; and

267006 04-34-352-000 Entire

WHEREAS, the Original Restrictions as amended are hereinafter referred to as the "Restrictions"; and

WHEREAS, the Declarant is the owner and proprietor of Lakes of Indianwood Subdivision No. 7 ("Subdivision No. 7"), located in the Township of Oxford, Oakland County, Michigan, and more particularly described as:

Lots 169 through 243, both inclusive, and East Park, West Park, Pathfinder Park, Little Cedar Park, Walkway Park East, Center Post Park, Pathway Park North and Pathway Park South, of Lakes of Indianwood Subdivision No. 7, part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of section 34, T.5N., R.10E., Oxford Township, Oakland County, Michigan, according to the Plat thereof as recorded in Liber 275, Pages 25 through 45, inclusive, Oakland County Records;

275025 04-34-329-000 Entire

WHEREAS, Article XI, Section 3 of the Restrictions in part provides that "...Declarant, without the consent, vote, signature or approval of any Owner, the Association or any Members thereof, may ... amend, change or replace [the Restrictions]... as Declarant in its sole discretion deems necessary or desirable, including without limitation for the purpose of adding residential lots, condominium units and/or Common Area to the Association and making [the Restrictions] apply to such lots, condominium units and/or Common Area"; and

WHEREAS, Article XI, Section 4 of the Restrictions provides that "Declarant reserves the right at any time or times in the future to amend [the Restrictions] by adding to it one or more additional subdivisions of land or condominium developments located in Section 33 and/or Section 34 of the Township of Oxford and/or Section 4 of the Township of Orion, Michigan, hereafter developed and platted by Declarant or its assigns"; and

WHEREAS, Declarant desires to make the Restrictions applicable to each lot located within Subdivision No. 7, which is entirely located within Section 34 of the Township of Oxford, and desires to establish additional restrictions applicable to Subdivision No. 7; and

WHEREAS, Declarant desires to amend the Restrictions as set forth below.

NOW, THEREFORE, in consideration of the premises and the conditions, restrictions, covenants, agreements, easements, charges and liens contained herein, the Restrictions are hereby amended and additional conditions, restrictions, covenants, agreements, easements, charges and liens are hereby established as follows:

1. Except as modified below, all of the conditions, restrictions, covenants, agreements, easements, charges and liens, and the recitals set forth herein and in the Restrictions, are hereby made applicable to each and every lot in Subdivision No. 7.

2. Except as stated below, all of the conditions, restrictions, covenants and agreements, easements, charges and liens, and the recitals set forth in the Restrictions and herein, shall continue to be applicable to each and every lot in Subdivision No. 1, Subdivision No. 2, Subdivision No. 3, Subdivision No. 4, Subdivision No. 5, and Subdivision No. 6, and to the Common Area described in the Restrictions.

3. The Restrictions provide for the establishment of the Lakes of Indianwood Subdivision Association (the "Association"). The Association is now in existence. Membership in the Association, and payment of the Association assessments set forth in the Restrictions, is mandatory for each and every Owner of a lot in Subdivision No. 1, Subdivision No. 2, Subdivision No. 3, Subdivision No. 4, Subdivision No. 5 and Subdivision No. 6 and shall be mandatory for each and every Owner of a lot in Subdivision No. 7.

4. The Common Area described in the Restrictions is hereby reserved for the use and enjoyment of each of the Owners of lots located either in Subdivision No. 1, Subdivision No. 2, Subdivision No. 3, Subdivision No. 4, Subdivision No. 5, Subdivision No. 6 or Subdivision No. 7.

5. The following provisions are added to the restrictions and are applicable only to Subdivision No. 7:

a. Easements.

Private easements for public utilities have been granted and reserved on the plat of Subdivision No. 7. Without limiting the use of these easements by other permitted parties and utilities, the Detroit Edison Company is specifically granted the right of access to and from these easements reserved for public utilities for the purpose of constructing, reconstructing, modifying, adding to, operating and maintaining utility line facilities consisting of poles, guys, anchors, wires, manholes, conduits, pipes, cables, transformers and accessories. Accordingly, no buildings or other permanent structures shall be placed in the easement areas without the prior written consent of Detroit Edison Company and all municipalities and governmental authorities having jurisdiction. Detroit Edison Company shall be permitted to trim, cut down, remove or otherwise control any trees, bushes, branches and roots within the easement (or that could grow into the easement) and remove structures and fences in the easement area which Detroit Edison Company believes could interfere with the safe and reliable construction, operation and maintenance of Detroit Edison Company's facility. No trees, plant life, structures and fences shall be planted, grown, or installed within eight (8') feet of the front door and within two (2') feet of the other sides of transformers and switching cabinet enclosures. Detroit Edison Company shall not be responsible for damages to or removal of trees, plant life, structures and fences placed in front of transformer doors within such required clearance areas. Prior to the installation by Detroit Edison Company of its subdivision utility facilities, Declarant shall grade

the easement area to within four (4") inches of the final grade shown on the approved Master Grading Plan of Subdivision No. 7. Following grading by the Declarant, each Owner shall, to the extent the easement is located on his lot, maintain this grading elevation. Each Owner shall be responsible to reimburse Detroit Edison Company for any repairs required as a result of damage caused to Detroit Edison Company's utility facilities by the Owner or by the Owner's agents, contractors or invitees.

Private easements for the water supply system have also been granted and reserved on the plat of Subdivision No. 7. These private easements are perpetual and permanent easements in favor of the County of Oakland (collectively referred to as "grantee"), and grantee's successors, assigns and transferees, in, over, under and through the property so described on the Plat. These easements may not be amended or revoked except with the written approval of grantee. The easements are further conditioned as follows:

The easements shall be for the purposes of developing, establishing, constructing, repairing and maintaining the water supply system or related appurtenances, in any size, form, shape or capacity; the grantee shall have the right to sell, assign, transfer or convey these easements to any other governmental unit; no owner in the subdivision shall build or convey to others any permission to build any permanent structures on the said easements; no owner in the subdivision shall build or place on the area covered by the easements any other type of structure, fixture or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either actually impair or threaten to impair, obstruct, or adversely effect the rights of grantee under said easements; the grantee and its agents, contractors and designated representatives shall have right-of-entry on, and to gain access to, the easement property; all owners in the subdivision release grantee and its successors, assigns or transferees from any and all claims to damages in any way arising from or incident to the exercise by grantee of its rights under the said easement, and all owners covenant not to sue grantee for any such damages.

b. Building Size Minimums.

Notwithstanding the criteria to the contrary set forth in the first sentence of Section 2 of Article VII of the Restrictions, no dwelling shall be permitted on any lot in Subdivision No. 7 unless the living area thereof is not less than 2,200 square feet in the case of a one-story dwelling, not less than 2,600 square feet in the case of a one and one-half story or "split level" dwelling, and not less than 2,800 square feet in the case of a two-story dwelling.

c. Exterior Building Materials.

The visible exterior walls of all dwelling structures in Subdivision No. 7 shall be wood, brick, brick veneer, stucco, dryvit and/or stone in any combination. No T1-11 or any other type of plywood siding is allowed. Notwithstanding the foregoing, not less than sixty-five (65%) percent of each of a) the front elevation of all dwelling structures (all stories included), and b) the first floor (including, to the extent exposed above finish grade, any walkout basement and/or basement walls) of each side elevation and of the rear elevation of all dwelling structures, shall be faced with brick, stone and/or other materials approved by the Architectural Control Committee. White or whitish brick shall not be used. Brick color shall be approved by the Architectural Control Committee. Windows and doors shall not be included in calculating the total area of visible exterior walls. The use of exterior aluminum and/or vinyl siding is not permitted. The Architectural Control Committee may grant such exceptions to the restrictions set forth in this paragraph as it deems suitable, in its sole discretion.

d. Chimneys.

The exterior of all chimney chutes and chases attached to and located on the exterior of the front or any side elevation of any dwelling structure shall be completely covered by brick. The Architectural Control Committee may in its sole discretion grant such exceptions to this restriction as it deems suitable, as for example when extreme grade variations on a given lot cause the cost of bricking a chimney attached to the side of a dwelling to be excessive.

e. Minimum Yards.

No building shall be erected or maintained on any lot in Subdivision No. 7 which is nearer than forty (40') feet to the front lot line, ten (10') feet to the side lot line on one side, or thirty-five (35') feet to the rear lot line, nor shall the total of both side yards be less than thirty (30') feet in width with regard to interior lots. As to corner lots, any side yard abutting a street shall be considered a front yard for purposes of this Section 6.e. Approval of a variance by both the Architectural Control Committee and by the Oxford Township Board of Appeals permitting front, rear or side yards smaller than the above minimums shall be deemed a valid waiver of this restriction.

f. Minimum Lot Size.

No dwelling shall be erected, altered, placed on or permitted to remain on any lot in Subdivision No. 7 unless such lot or site has a width at the front building setback line of at least one hundred twenty (120') feet and an area of at least seventeen thousand (17,000) square feet.

g. Tree Removal.

(1) Except for trees located either (a) within the driveway serving the dwelling structure constructed on the lot, or (b) within ten (10') feet of the dwelling structure constructed on the lot, no tree having a trunk diameter of six (6") inches or greater, as measured four (4') feet above existing grade, shall be removed from any lot, or relocated on the lot, without the prior approval of the Architectural Control Committee.

(2) Any area on any lot where scrub or undergrowth is removed shall promptly be seeded, sodded, planted with appropriate vegetation or otherwise landscaped to avoid soil erosion.

(3) No person shall perform any act or fail to perform any act which could result in damage to or destruction of trees not permitted to be removed.

(4) Nothing contained herein shall be construed to limit or prohibit the removal of diseased or dying trees or the trimming or removal of trees which could or might reasonably be expected to cause injury to persons or property if left untended.

h. No Septic Systems.

No septic system shall be installed on any lot in Subdivision No. 7.

i. Water Supply System.

Dwellings in Subdivision No. 7 shall be served by the Township of Oxford community water supply system (the "Water System"). No individual wells serving a single lot, or any other well, shall be installed in Subdivision No. 7 without the prior written permission of Declarant, which permission may be granted or withheld for any reason or for no reason.

Although not considered health related, the elevated hardness of the water to be supplied by the Water System may be objectionable. Prospective residents of Subdivision No. 7 are advised that softening or treatment systems may be necessary or desirable for their drinking water.

Each Subdivision No. 7 lot Owner shall be obligated to pay when due any and all tap-in, metering, connection, and other fees and expenses (collectively, the "Tap-In Fees"), relating to the connection of the Water System to the residence to be constructed on the Owner's lot, which may be imposed by any and all governmental agencies having jurisdiction over the Premises, whether imposed prior to, simultaneously with, or subsequent to the connection of said residence to the Water System.

6. The following sentence shall replace in its entirety the first sentence of Article VIII, Section 1 of the Restrictions:

Section 1. As shown on each of the respective recorded plats, part of Lot 17 and portions of the Common Area within Subdivision No. 1, part of Lots 31, 34 and 35 and portions of the Common Area within Subdivision No. 2, part of Lots 37 and 40 through 45 inclusive, and portions of the Common Area within Subdivision No. 3 and part of Lots 46 through 76 inclusive, and 91, 92, 100, 101, 108, 109, and portions of the Common Area within Subdivision No. 4, part of Lots 111, 112, 121, and 122 within Subdivision No. 5 and part of Lots 131 through 139 inclusive, 142 through 155 inclusive, 158, 162, 163, 164, 165, 166 and portions of the Common Area within Subdivision No. 6, and part of lots 176 through 193 inclusive, 195 through 201 inclusive, 203 through 217 inclusive, 221 and 222, 227 through 229 inclusive, 233 through 237 inclusive, 239 through 243 inclusive and portions of the Common Area within Subdivision No. 7 are within wetland areas.

7. All conditions, restrictions, covenants, agreements, easements, charges and liens in the Restrictions which are not herein specifically amended shall continue in full force and effect and as hereby amended shall apply to Subdivision No. 7. All lots in Subdivision No. 1, Subdivision No. 2, Subdivision No. 3, Subdivision No. 4, Subdivision No. 5, Subdivision No. 6 and Subdivision No. 7 shall be used, held and/or sold expressly subject to the conditions, restrictions, covenants, agreements, easements, charges and liens set forth in the Restrictions, which conditions, restrictions, covenants, agreements, easements, charges and liens shall be incorporated by reference in all deeds of conveyance and contracts for the sale of said lots and shall run with the land and be binding upon all grantees and assigns and their respective heirs, personal representatives, successors and assigns.

8. The invalidity of any of the conditions, restrictions, covenants, agreements, easements, charges and liens in the Restrictions or herein shall not affect the remaining portions thereof or hereof, and in such event the Restrictions as amended hereby shall be construed as if such invalid portion had not been contained therein or herein.

4"), located in the Township of Oxford, Oakland County, Michigan, and more particularly described as:

Lots 46 through 109, both inclusive, and Deer Path Trail Park North and Duck Lake Park West, of Lakes of Indianwood Subdivision No. 4, of part of the Northeast 1/4 and Southeast 1/4 of Section 33 and part of the Southwest 1/4 of Section 34, T. 5 N., R. 10 E., Oxford Township, Oakland County, Michigan, according to the Plat thereof, as recorded in Liber 249 of Plats, Pages 38 through 50, both inclusive, Oakland County Records;

WHEREAS, the Declarant has also established certain other covenants and Restrictions pursuant to that certain "Declaration of Restrictions for Lakes of Indianwood Subdivision No. 5 and Second Amendment to Restated Declaration of Restrictions for Lakes of Indianwood Subdivision No. 1 and Declaration of Restrictions for Lakes of Indianwood Subdivision No. 2 and for Lakes of Indianwood Subdivision No. 3" (the "Second Amendment"), which Second Amendment is recorded in Liber 18165, Pages 136 through 140, both inclusive, Oakland County Records, for the benefit of all owners of lots in Lakes of Indianwood Subdivision No. 5 ("Subdivision No. 5"), located in the Township of Oxford, Oakland County, Michigan, and more particularly described as:

Lots 110 through 130, both inclusive, of Lakes of Indianwood Subdivision No. 5, of part of the Northeast 1/4 of Section 33, T.5 N., R.10 E., Oxford Township, Oakland County, Michigan, according to the plat thereof as recorded in Liber 257 of Plats, Pages 1 through 4, both inclusive, Oakland County Records; and

WHEREAS, the Original Restrictions as amended by the Amendment and Second Amendment are hereinafter referred to as the "Restrictions"; and

WHEREAS, the Declarant is the owner and proprietor of Lakes of Indianwood Subdivision No. 6 ("Subdivision No. 6"), located in the Township of Oxford, Oakland County, Michigan, described on Exhibit A attached hereto and more particularly described as:

Lots 131 through 168, both inclusive, and Arrowhead Park, Boyd Park, Bridge Park and Walkway Park, of Lakes of Indianwood Subdivision No. 6, part of the Southwest 1/4 of section 34, T.5N., R.10E., Oxford Township, Oakland County, Michigan, according to the Plat thereof as recorded in Liber 267, Pages 6 through 14, inclusive, Oakland County Records;

WHEREAS, Article XI, Section 3 of the Restrictions in part provides that "...Declarant, without the consent, vote, signature or approval of any Owner, the Association or any Members thereof, may ... amend, change or replace [the Restrictions]... as Declarant in its sole discretion deems necessary or desirable, including without limitation for the purpose of adding residential lots, condominium units and/or Common Area to the Association and making [the Restrictions] apply to such lots, condominium units and/or Common Area"; and

WHEREAS, Article XI, Section 4 of the Restrictions provides that "Declarant reserves the right at any time or times in the future to amend [the Restrictions] by adding to it one or more additional subdivisions of land or condominium developments located in Section 33 and/or Section 34 of the Township of Oxford and/or Section 4 of the Township of Orion, Michigan, hereafter developed and platted by Declarant or its assigns"; and

WHEREAS, Declarant desires to make the Restrictions applicable to each lot located within Subdivision No. 6, which is entirely located within Section 34 of the Township of Oxford, and desires to establish additional restrictions applicable to Subdivision No. 6; and

WHEREAS, Declarant desires to amend the Restrictions as set forth below.

NOW, THEREFORE, in consideration of the premises and the conditions, restrictions, covenants, agreements, easements, charges and liens contained herein, the Restrictions are hereby amended and additional conditions, restrictions, covenants, agreements, easements, charges and liens are hereby established as follows:

1. Except as modified below, all of the conditions, restrictions, covenants, agreements, easements, charges and liens, and the recitals set forth herein and in the Restrictions, are hereby made applicable to each and every lot in Subdivision No. 6.

2. Except as stated below, all of the conditions, restrictions, covenants and agreements, easements, charges and liens, and the recitals set forth in the Restrictions and herein, shall continue to be applicable to each and every lot in Subdivision No. 1, Subdivision No. 2, Subdivision No. 3, Subdivision No. 4, and Subdivision No. 5, and to the Common Area described in the Restrictions.

3. The Restrictions provide for the establishment of the Lakes of Indianwood Subdivision Association (the "Association"). The Association is now in existence. Membership in the Association, and payment of the Association assessments set forth in the Restrictions, is mandatory for each and every Owner of a lot in Subdivision No. 1, Subdivision No. 2, Subdivision No. 3, Subdivision No. 4 and Subdivision No. 5 and shall be mandatory for each and every Owner of a lot in Subdivision No. 6.

4. The Common Area described in the Restrictions is hereby reserved for the use and enjoyment of each of the Owners of lots located either in Subdivision No. 1, Subdivision No. 2, Subdivision No. 3, Subdivision No. 4, Subdivision No. 5 or Subdivision No. 6.

5. The following provisions are added to the restrictions and are applicable only to Subdivision No. 6:

a. Easements.

Private easements for public utilities have been granted and reserved on the plat of Subdivision No. 6. Without limiting the use of these easements by other permitted parties and utilities, the Detroit Edison Company is specifically granted the right of access to and from these easements reserved for public utilities for the purpose of constructing, reconstructing, modifying, adding to, operating and maintaining utility line facilities consisting of poles, guys, anchors, wires, manholes, conduits, pipes, cables, transformers and accessories. Accordingly, no buildings or other permanent structures shall be placed in the easement areas without the prior written consent of Detroit Edison Company and all municipalities and governmental authorities having jurisdiction. Detroit Edison Company shall be permitted to trim, cut down, remove or otherwise control any trees, bushes, branches and roots within the easement (or that could grow into the easement) and remove structures and fences in the easement area which Detroit Edison Company believes could interfere with the safe and reliable construction, operation and maintenance of Detroit Edison Company's facility. No trees, plant life, structures and fences shall be planted, grown, or installed within eight (8') feet of the front door and within two (2') feet of the other sides of transformers and switching cabinet enclosures. Detroit Edison Company shall not be responsible for damages to or removal of trees, plant life, structures and fences placed in front of transformer doors within such required clearance areas. Prior to the installation by Detroit Edison Company of its subdivision utility facilities, Declarant shall grade the easement area to within four (4") inches of the final grade shown on the approved Master Grading Plan of Subdivision No. 6. Following grading by the Declarant, each Owner shall, to the extent the easement is located on his lot, maintain this grading elevation. Each Owner shall be responsible to reimburse Detroit Edison Company for any repairs required as a result of damage caused to Detroit Edison Company's utility facilities by the Owner or by the Owner's agents, contractors or invitees.

b. Building Size Minimums.

Notwithstanding the criteria to the contrary set forth in the first sentence of Section 2 of Article VII of the Restrictions, no dwelling shall be permitted on any lot in Subdivision No. 6 unless the living area thereof is not less than 2,200 square feet in the case of a one-story dwelling, not less than 2,500 square feet in the case of a one and one-half story or "split level" dwelling, and not less than 2,700 square feet in the case of a two-story dwelling.

c. Exterior Building Materials.

The visible exterior walls of all dwelling structures in Subdivision No. 6 shall be wood, brick, brick veneer, stucco, dryvit and/or stone in any combination. Notwithstanding the foregoing, not less than sixty-five (65%) percent of each of a) the front elevation of all dwelling structures (all stories included), and b) the first floor (including, to the extent exposed above finish grade, any walkout basement and/or basement walls) of each side elevation and of the rear elevation of all dwelling structures, shall be faced with brick, stone and/or other materials approved by the Architectural Control Committee. Windows and doors shall not be included in calculating the total area of visible exterior walls. The use of exterior aluminum and/or vinyl siding is not permitted. The Architectural Control Committee may grant such exceptions to the restrictions set forth in this paragraph as it deems suitable, in its sole discretion.

d. Chimneys.

The exterior of all chimney chutes and chases attached to and located on the exterior of the front or any side elevation of any dwelling structure shall be completely covered by brick. The Architectural Control Committee may in its sole discretion grant such exceptions to this restriction as it deems suitable, as for example when extreme grade variations on a given lot cause the cost of bricking a chimney attached to the side of a dwelling to be excessive.

e. Minimum Yards.

No building shall be erected or maintained on any lot in Subdivision No. 6 which is nearer than forty (40') feet to the front lot line, ten (10') feet to the side lot line on one side, or thirty-five (35') feet to the rear lot line, nor shall the total of both side yards be less than thirty (30') feet in width with regard to interior lots. As to corner lots, any side yard abutting a street shall be considered a front yard for purposes of this Section 6.e. Approval of a variance by both the Architectural Control Committee and by the Oxford Township Board of Appeals permitting front, rear or side yards smaller than the above minimums shall be deemed a valid waiver of this restriction.

f. Minimum Lot Size.

No dwelling shall be erected, altered, placed on or permitted to remain on any lot in Subdivision No. 6 unless such lot or site has a width at the front building setback line of at least one hundred thirty (130') feet and an area of at least twenty thousand (20,000) square feet.

g. Tree Removal.

(1) Except for trees located either (a) within the driveway serving the dwelling structure constructed on the lot, or (b) within ten (10') feet of the dwelling structure constructed on the lot, no tree having a trunk diameter of six (6") inches or greater, as measured four (4') feet above existing grade, shall be removed from any lot, or relocated on the lot, without the prior approval of the Architectural Control Committee.

(2) Any area on any lot where scrub or undergrowth is removed shall promptly be seeded, sodded, planted with appropriate vegetation or otherwise landscaped to avoid soil erosion.

(3) No person shall perform any act or fail to perform any act which could result in damage to or destruction of trees not permitted to be removed.

(4) Nothing contained herein shall be construed to limit or prohibit the removal of diseased or dying trees or the trimming or removal of trees which could or might reasonably be expected to cause injury to persons or property if left untended.

h. No Septic Systems.

No septic system shall be installed on any lot in Subdivision No. 6.

i. Water Supply System.

Dwellings in Subdivision No. 6 shall be served by the Township of Oxford community water supply system (the "Water System"). No individual wells serving a single lot, or any other well, shall be installed in Subdivision No. 6 without the prior written permission of Declarant, which permission may be granted or withheld for any reason or for no reason.

Although not considered health related, the elevated hardness of the water to be supplied by the Water System may be aesthetically objectionable. Prospective residents of Subdivision No. 6 are advised that softening or treatment systems may be necessary or desirable for their drinking water.

Each Subdivision No. 6 lot Owner shall be obligated to pay when due any and all tap-in, metering, connection, and other fees and expenses (collectively, the "Tap-In Fees"), relating to the connection of the Water System to the residence to be constructed on the Owner's lot, which may be imposed by any and all governmental agencies having jurisdiction over the Premises, whether imposed prior to, simultaneously with, or subsequent to the connection of said residence to the Water System.

6. The following sentence shall replace in its entirety the first sentence of Article VIII, Section 1 of the Restrictions:

Section 1. Part of Lot 17 and portions of the Common Area within Subdivision No. 1, part of Lots 31, 34 and 35 and portions of the Common Area within Subdivision No. 2, part of Lots 37 and 40 through 45 inclusive, and portions of the Common Area within Subdivision No. 3 and part of Lots 46 through 76 inclusive, and 91, 92, 100, 101, 108, 109, and portions of the Common Area within Subdivision No. 4, part of Lots 111, 112, 121, and 122 within Subdivision No. 5 and part of Lots 131 through 139 inclusive, 142 through 155 inclusive, 158, 162, 163, 164, 165, 166 and portions of the Common Area within Subdivision No. 6 are within wetland areas.

7. The Restrictions and the provisions hereof shall be applicable to the present and future owners of lots located in Subdivision No. 1, Subdivision No. 2, Subdivision No. 3, Subdivision No. 4, Subdivision No. 5, or Subdivision No. 6. All lots located in Subdivision No. 1, Subdivision No. 2, Subdivision No. 3, Subdivision No. 4, Subdivision No. 5 or Subdivision No. 6 shall be used, held and/or sold expressly subject to the conditions, restrictions, covenants, agreements, easements, charges and liens set forth in the Restrictions and as provided herein, which conditions, restrictions, covenants, agreements, easements, charges and liens shall be incorporated by reference in all deeds of conveyance and contracts for the sale of said lots and shall run with the land and be binding upon all grantees and assigns and their respective heirs, personal representatives, successors and assigns.

8. All conditions, restrictions, covenants, agreements, easements, charges and liens in the Restrictions which are not herein specifically amended shall continue in full force and effect.

9. The invalidity of any of the conditions, restrictions, covenants, agreements, easements, charges and liens in the Restrictions or herein shall not affect the remaining portions thereof or hereof, and in such event the Restrictions as amended hereby shall be construed as if such invalid portion had not been contained therein or herein.

EXHIBIT A

TOWNSHIP OF OXFORD

PROPOSED LAKES OF INDIANWOOD SUBDIVISION NO. 6:

PART OF THE SOUTHWEST 1/4 OF SECTION 34, TOWN 5 NORTH, RANGE 10 EAST, OXFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS NORTH 89 DEGREES 27 MINUTES 40 SECONDS EAST 1360.64 FEET ALONG THE SOUTHERLY LINE OF SECTION 34 AND THE NORTHERLY LINE OF "SUPERVISOR'S PLAT NO. 7" LIBER 7, PAGE 47, OAKLAND COUNTY RECORDS FROM THE SOUTHWEST CORNER OF SECTION 34, TOWN 5 NORTH, RANGE 10 EAST; THENCE NORTH 00 DEGREES 32 MINUTES 20 SECONDS WEST 30.00 FEET; THENCE NORTH 42 DEGREES 40 MINUTES 04 SECONDS EAST 166.52 FEET; THENCE NORTHERLY 122.19 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 60.00 FEET; CENTRAL ANGLE OF 116 DEGREES 41 MINUTES 08 SECONDS, LONG CHORD BEARS NORTH 19 DEGREES 54 MINUTES 12 SECONDS WEST 102.14 FEET); THENCE NORTH 38 DEGREES 26 MINUTES 22 SECONDS EAST 13.17 FEET; THENCE SOUTH 76 DEGREES 56 MINUTES 51 SECONDS WEST 151.46 FEET TO TRAVERSE POINT "A"; THENCE SOUTH 76 DEGREES 56 MINUTES 51 SECONDS WEST 27.00 +/- FEET TO THE SHORELINE OF DUCK LAKE; THENCE NORTHERLY 2503 FEET +/- ALONG THE SHORELINE OF DUCK LAKE TO TRAVERSE POINT "B" SAID POINT BEING LOCATED ALONG AN INTERMEDIATE TRAVERSE LINE FOR THE NEXT SIX (6) COURSES: NORTH 13 DEGREES 03 MINUTES 09 SECONDS WEST, 417.24 FEET AND NORTH 73 DEGREES 49 MINUTES 56 SECONDS WEST 407.47 FEET AND NORTH 31 DEGREES 54 MINUTES 31 SECONDS EAST 342.05 FEET AND NORTH 12 DEGREES 02 MINUTES 33 SECONDS WEST 314.41 FEET AND NORTH 21 DEGREES 31 MINUTES 05 SECONDS EAST 423.06 FEET AND WESTERLY 58.71 FEET ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 200.00 FEET, CENTRAL ANGLE OF 16 DEGREES 49 MINUTES 13 SECONDS, LONG CHORD BEARS NORTH 79 DEGREES 26 MINUTES 58 SECONDS WEST 58.50 FEET) FROM TRAVERSE POINT "A"; THENCE WESTERLY 32.36 FEET ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 200.00 FEET, CENTRAL ANGLE OF 09 DEGREES 16 MINUTES 16 SECONDS, LONG CHORD BEARS SOUTH 87 DEGREES 30 MINUTES 17 SECONDS WEST 32.33 FEET); THENCE SOUTH 82 DEGREES 52 MINUTES 09 SECONDS WEST, 125.25 FEET; THENCE NORTH 00 DEGREES 32 MINUTES 20 SECONDS WEST 60.40 FEET ALONG THE EAST LINE (AND ITS PROJECTION) OF "LAKES OF INDIANWOOD SUBDIVISION NO. 4" (LIBER 249 OF PLATS, PAGES 38 THROUGH 50, BOTH INCLUSIVE, OAKLAND COUNTY RECORDS); THENCE

NORTH 82 DEGREES 52 MINUTES 09 SECONDS EAST, 83.88 FEET TO TRAVERSE POINT "C", SAID POINT LYING ON THE SHORELINE OF DUCK LAKE; THENCE NORTHEASTERLY 256 FEET +/- ALONG THE SHORELINE OF DUCK LAKE; THENCE LEAVING THE SHORELINE OF DUCK LAKE SOUTH 68 DEGREES 20 MINUTES 35 SECONDS EAST 37 FEET +/- TO TRAVERSE POINT "D", SAID POINT BEING LOCATED ALONG AN INTERMEDIATE TRAVERSE LINE NORTH 82 DEGREES 52 MINUTES 09 SECONDS EAST, 34.43 FEET AND NORTH 69 DEGREES 47 MINUTES 47 SECONDS EAST 230.18 FEET FROM TRAVERSE POINT "C"; THENCE SOUTH 68 DEGREES 20 MINUTES 35 SECONDS EAST 212.73 FEET; THENCE NORTH 70 DEGREES 30 MINUTES 52 SECONDS EAST 161.14 FEET; THENCE SOUTH 54 DEGREES 25 MINUTES 58 SECONDS EAST 210.00 FEET; THENCE SOUTH 35 DEGREES 34 MINUTES 02 SECONDS WEST 42.87 FEET; THENCE SOUTHWESTERLY 30.00 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 330.00 FEET CENTRAL ANGLE OF 05 DEGREES 12 MINUTES 31 SECONDS, LONG CHORD BEARS SOUTH 38 DEGREES 10 MINUTES 18 SECONDS WEST 29.99 FEET); THENCE SOUTH 75 DEGREES 47 MINUTES 13 SECONDS EAST 184.26 FEET; THENCE SOUTH 14 DEGREES 47 MINUTES 51 SECONDS EAST 109.28 FEET; THENCE SOUTH 46 DEGREES 24 MINUTES 50 SECONDS EAST 28.72 FEET; THENCE SOUTH 20 DEGREES 20 MINUTES 05 SECONDS EAST 148.92 FEET; THENCE SOUTH 13 DEGREES 15 MINUTES 00 SECONDS EAST 288.75 FEET TO TRAVERSE POINT "E"; THENCE SOUTH 13 DEGREES 15 MINUTES 00 SECONDS EAST 35.00 FEET +/- TO THE SHORELINE OF INDIANWOOD LAKE; THENCE SOUTHERLY 1912 FEET +/- ALONG THE SHORELINE OF INDIANWOOD LAKE; THENCE LEAVING THE SHORELINE OF INDIANWOOD LAKE, SOUTH 89 DEGREES 27 MINUTES 40 SECONDS WEST 69.00 FEET +/- ALONG THE SOUTH LINE OF SAID SECTION 34 AND THE NORTH LINE OF "SUPERVISOR'S PLAT NO. 7" TO TRAVERSE POINT "F" SAID POINT BEING LOCATED ALONG THE INTERMEDIATE TRAVERSE LINE FOR THE NEXT NINE (9) COURSES: SOUTH 76 DEGREES 45 MINUTES 00 SECONDS WEST 60.30 FEET AND SOUTH 19 DEGREES 31 MINUTES 24 SECONDS WEST 108.44 FEET AND SOUTH 34 DEGREES 01 MINUTES 35 SECONDS EAST 150.00 FEET AND SOUTH 45 DEGREES 05 MINUTES 33 SECONDS EAST 191.18 FEET AND SOUTH 10 DEGREES 01 MINUTES 43 SECONDS EAST 359.99 FEET AND NORTH 55 DEGREES 03 MINUTES 08 SECONDS WEST 244.80 FEET AND SOUTH 49 DEGREES 21 MINUTES 47 SECONDS WEST 144.39 FEET AND SOUTH 50 DEGREES 17 MINUTES 49 SECONDS EAST 215.49 FEET AND SOUTH 43 DEGREES 40 MINUTES 58 SECONDS WEST 346.07 FEET FROM TRAVERSE POINT "E"; THENCE SOUTH 89 DEGREES 27 MINUTES 40 SECONDS WEST 484.30 FEET ALONG THE SOUTH LINE OF SAID SECTION 34 AND THE NORTH LINE OF "SUPERVISOR'S PLAT NO. 7" TO THE POINT OF BEGINNING.

Part of Sidwell (#04-34-300-014)

The above is now known as

*Lakes of Indianwood Sub. No. 6, Bridge Park,
Walkway Park, Boyd Park & Arrowhead Park*

04-34-352-000 Entire

267006

EXHIBIT 10

LIBER 21797 PAGE 620
\$15.00 MISC RECORDING
\$2.00 REIMBURSEMENT
09/12/2000 03:48:26 P.M. RECEIPT# 65517
PAID RECORDED - OAKLAND COUNTY
G. WILLIAM CANNELL, CLERK/REGISTER OF DEEDS

LAKES OF INDIANWOOD SUBDIVISION NO. 7

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

INDIANWOOD LIMITED PARTNERSHIP, a Michigan limited partnership ("Declarant"), having its principal office at 2025 West Long Lake Road, Suite 104, Troy, Michigan 48098, being the owner of the following described lands, herewith forms this Supplemental Declaration of Covenants and Restrictions this 17th day of January, 2000, and they shall run with and bind the lands hereinafter described, and shall inure to the benefit of, and be enforceable by, the owner of any land subject thereto, their respective legal representatives, heirs, successors and assigns, and in accordance with the provisions of Act No. 288, Public Acts of 1967 of the State of Michigan (the "Subdivision Control Act of 1967")

A. LAND COVERED BY THIS SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS:

Lots 169 through 243, both inclusive, and East Park, West Park, Pathfinder Park, Little Cedar Park, Ottawa Park, Walkway Park East and Center Post Park of Lakes of Indianwood Subdivision No. 7, part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of section 34, T.5N., R.10E., Oxford Township, Oakland County, Michigan, according to the Plat thereof as recorded in Liber 275, Pages 25 through 45, inclusive, Oakland County Records.

27025

B. COVENANTS AND RESTRICTIONS APPLICABLE TO LOTS 177 THROUGH 183, BOTH INCLUSIVE, ("SUBDIVISION NO. 7"):

1. No filling, grading, alteration or occupation of the 100 Year Flood Plain limit for Duck Lake, as shown on the recorded plat of Subdivision No. 7, will be allowed without the approval of the Michigan Department of Environmental Quality. The 100 Year Flood Plain limit for Duck Lake is elevation 1000.2 (N.G.V. datum) within the confines of Subdivision 7.

2. No building used or capable of being used for residential purposes and occupancy shall be constructed on lots 177 through 183 inclusive in Subdivision No. 7 unless the lowest floor, including basement floors, is constructed and maintained at or above elevation 1000.2 (N.G.V. datum).

SP
R

3. No lot shall be used for other than construction of single family dwellings.

C. COVENANTS AND RESTRICTIONS APPLICABLE TO LOTS 191 THROUGH 199, BOTH INCLUSIVE, ("SUBDIVISION NO. 7"):

1. No filling, grading, alteration or occupation of the 100 Year Flood Plain limit for Indianwood Lake, as shown on the recorded plat of Subdivision No. 7, will be allowed without the approval of the Michigan Department of Environmental Quality. The 100-Year Flood Plain limit for Indianwood Lake is elevation 995.0 (N.G.V. datum) within the confines of Subdivision 7.

O.K. - ML

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DECLARATION OF RESTRICTIONS
FOR LAKES OF INDIANWOOD SUBDIVISION NO. 1
REC/DEEDS PAID
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WHEREAS, the undersigned, Indianwood Limited Partnership, a Michigan limited partnership, of 2025 W. Long Lake Road, Suite 104, Troy, Michigan 48098, hereinafter referred to as "Declarant", being the owner in fee simple of the lands hereinafter described, and hereinafter referred to as "The Subdivision", desires to create a planned community with private parks for the benefit of all residents of The Subdivision, which is located in the Township of Orion, Oakland County, Michigan, and more particularly described as:

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Lots 1 through 30, both inclusive, and Indianwood Park and Paint Creek Park of Lakes of Indianwood Subdivision No. 1, of part of the Northeast 1/4 of Section 4, T. 4 N., R. 10 E., Township of Orion, Oakland County, Michigan, according to the plat thereof as recorded in Liber 222 of Plats, Pages 15 through 19, both inclusive, Oakland County Records; and

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values and amenities in The Subdivision and to this end desires to subject The Subdivision and the Common Area to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of The Subdivision and each owner of a lot therein; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in The Subdivision, to create a legal entity to own, maintain, preserve and administer the Common Area, as hereinafter defined, and facilities and amenities that may be constructed thereon or used therein, the storm water retention and sedimentation control areas and facilities, storm sewers, walkways, signs, wetlands, and subdivision entrance areas, and to collect and disburse the assessments and charges hereinafter created, and to promote the recreation, health, safety and welfare of the residents; and

WHEREAS, Declarant may, at some future time, plat additional subdivisions of land and/or construct condominium developments in Section 33 and/or Section 34 of the Township of Oxford and/or in Section 4 of the Township of Orion, Michigan, and subject the lots, condominium units and common area so platted or developed to the covenants, restrictions, easements, charges and liens set forth herein by amendments made to this Declaration.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the undersigned, its successors and assigns, and all intending purchasers and future owners of the various lots comprising The Subdivision, the undersigned Declarant for itself, its successors and assigns does hereby publish, declare and make known to all intending purchasers and future owners of the various lots comprising The Subdivision, that the same will and shall be used, held, and/or sold expressly subject to the following conditions, restrictions, covenants and agreements which shall be incorporated by reference in all deeds of conveyance and contracts for the sale of said lots and shall run with the land and be binding upon all grantees of individual lots in The Subdivision and on their respective heirs, personal representatives, successors and assigns.

ARTICLE I
DEFINITIONS

O.K. — LM

Section 1. "Association" shall mean and refer to the Lakes of Indianwood Subdivision Association, a Michigan Non-Profit Corporation, its successors and assigns.

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Section 2. "Common Area" shall mean those areas of land within The Subdivision (including the improvements thereto) now or hereafter owned by the Association for the common use, benefit and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot within The Subdivision is described as follows:

Indianwood Park and Paint Creek Park, Lakes of Indianwood Subdivision No. 1, of part of the Northeast 1/4 of Section 4, T. 4 N., R. 10 E., Township of Orion, Oakland County, Michigan, according to the plat thereof as recorded in Liber ___ of Plats, Pages ___ through ___, both inclusive, Oakland County Records.

Section 3. "Declarant" shall mean and refer to Indianwood Limited Partnership, a Michigan Limited Partnership, its successors and assigns.

Section 4. "Declaration" shall mean and refer to this Declaration of Restrictions, as recorded in the office of the Oakland County Register of Deeds, State of Michigan.

Section 5. "lot" shall mean and refer to any numbered lot shown on the recorded plat of The Subdivision and any future subdivisions hereafter annexed, to any building site resulting from the combination of lots and to any building site resulting from a proper lot split of any lot. "lot" shall also mean and refer to any building site or condominium unit located in any condominium development which may in the future be annexed or incorporated into the Association.

Section 6. "Member" shall mean and refer to those persons entitled to membership in the Association, as provided in this Declaration.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of The Subdivision and any future subdivisions or condominium developments hereafter annexed, or the land contract purchaser thereof, but excluding those having any interest merely as security for the performance of an obligation.

ARTICLE II ESTABLISHMENT AND DEDICATION

Section 1. Establishment of Non-Profit Corporation.

There is hereby established an association of Owners of lots 1 through 30, both inclusive, of Lakes of Indianwood Subdivision No. 1, to be known as the Lakes of Indianwood Subdivision Association. Such Association shall be organized within ninety (90) days after the date the plat of Lakes of Indianwood Subdivision No. 1 has been recorded with the Oakland County Register of Deeds. The Association shall be organized as a Non-Profit Corporation for a perpetual term under the laws of the State of Michigan and shall have such powers as are enumerated in this Declaration as well as those set forth in the corporate By-Laws for the Association.

Section 2. Dedication of Common Area.

Declarant hereby dedicates and conveys to each Owner of a lot in The Subdivision a right and easement of enjoyment in and to the Common Area and hereby covenants that it will convey the Common Area to the Association free and clear of all liens and encumbrances within ninety (90) days after the date that the plat of Lakes of Indianwood Subdivision No. 1 is recorded. Subject to the requirements of Article VIII below, the Declarant retains the right to enter the Common Area for the purpose of conducting resource management activities, including but not limited to, habitat enhancement, creation and restoration. The deed conveying the Common Area to the Association shall contain a provision retaining such right of the Declarant.

Title to the Common Area shall vest in the Association subject to the rights and easement of enjoyment in and to such Common Area by the Owners. Said easement of enjoyment shall not be personal, but shall be considered to be appurtenant to the lots and shall pass with the title to the lots whether or not specifically set forth in the deeds of conveyance of the lots.

**ARTICLE III
PROPERTY RIGHTS**

Section 1. Owner's Easements of Enjoyment.

The right and easement of enjoyment of each Owner in and to the Common Area shall be subject to the following prior rights of the Association:

a. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

b. The right of the Association to suspend the voting rights and right to use the Common Area by an Owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

c. The right of the Association to grant easements through the Common Area, and to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication, grant or transfer shall be effective unless an instrument agreeing to such dedication, grant or transfer signed by two-thirds (2/3) of the Members has been recorded with the Oakland County Register of Deeds.

d. The right of the Association to levy assessments, as set forth in Article V, below.

Section 2. Delegation of Use.

Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or purchasers who reside on his lot.

**ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS**

Section 1. Membership.

Every person who or which is the Owner of a lot shall be a Member of the Association. Membership in the Association is, and shall be, appurtenant to, and may not be separated from, ownership of any lot. Notwithstanding the foregoing, the termination of any person's ownership interest in any lot, and the consequent termination of such person's membership in the Association, shall not relieve such person from any debt or obligation attributable to such lot which accrued or arose during the period such person was an Owner of such lot.

Section 2. Voting Rights.

The Association shall have two classes of membership, being Class A and Class B, as follows:

(a) Class A membership shall be voting, and the Declarant shall be the only Class A Member;

(b) each owner of a lot other than the Declarant shall be a Class B Member;

(c) Class B membership shall be non-voting until the time specified in subsection 2.(d) below, at which time all Owners (including the Declarant) shall be entitled to vote on a one vote per lot basis (regardless of the number of Owners of any such lot);

(d) the Declarant shall have the sole vote in the Association, and the consequent right to appoint the Board of Directors of the Association (the "Board"), until such time as seventy-five (75%) percent of the lots or condominium units, as the case may be, in the Subdivision, and in every subdivision of land or condominium development which in the future is annexed by the Declarant or the Association in accordance with Article XI, Section 4 of this Declaration, shall have occupied residences on them, or at such earlier time as may be designated in writing by the Declarant; and

(e) at such time as seventy-five (75%) percent of the lots or condominium units, as the case may be, in the Subdivision, and in every subdivision of land and condominium development which in the future is annexed by the Declarant or the Association in accordance with Article XI, Section 4 of this Declaration, shall have occupied residences on them, or at such earlier time as shall have been designated in writing by the Declarant, Class B Members of the Association shall have the voting rights described in subsection 2.(d) above, and thereafter, the Board shall be elected by the combined vote of the Class A and Class B Members (in each case, voting on a one vote per lot basis).

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

Each Owner of a lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual general assessments or charges, and (2) special assessments for capital improvements. Such assessments shall be established and collected as hereinafter provided. The general and special assessments, together with interest thereon, late payment fees and collection costs, including reasonable attorney's fees, shall be a charge on the lot and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest thereon, late payment fees and costs of collection thereof, including reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such lot at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in The Subdivision and future subdivisions and condominium developments hereafter annexed, and in particular for the improvement and maintenance of the Common Area now or hereafter owned by the Association, and facilities or amenities constructed thereon or used therein, the storm water retention and sedimentation control areas and basins, storm sewers, walkways and other property now or hereafter under the control of the Association, including any and all community docks and boats, signs, wetlands, lakes, water courses, water bubblers and subdivision entrance areas (including, without limitation, entrance monuments, landscaping and water features); for planting and maintenance of trees, shrubs and grass; for raking, harvesting, dredging and chemically controlling growth of vegetation in lakes and water courses; for construction, operation and maintenance of recreational facilities; for caring for vacant lots; for providing community services; and for the protection of the Owners.

Section 3. Maximum Annual Assessment.

Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be Three Hundred Sixty Dollars (\$360.00) per lot owned by an Owner.

a. From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year to an amount which is not more than ten percent (10%) greater than the maximum assessment which was permissible to be assessed hereunder for the previous year without a vote of the Members.

b. From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above the ten percent (10%) increase permitted by subsection a. by a vote of two-thirds (2/3) of the Members who are voting in person or by proxy, at a meeting duly called for that purpose.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy against each Owner, in any assessment year, 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, replacement or maintenance of any improvement upon the Common Area and other areas and facilities and amenities which now or hereafter may be under the control of the Association, including without limitation any and all subdivision entrance areas, signs, wetlands, lakes, water courses, storm water retention and sedimentation control areas and facilities, storm sewers, walkways, community docks and boats, fixtures and personal property, or for any other legal purpose desired by the Association, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for that purpose.

Section 5. Notice and Quorum for Actions Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 of this Article shall be sent to all Members not less than 15 days nor more than 30 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast forty (40%) percent of the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rate of Assessment.

Both the general and the special assessments shall be set by the Board of Directors at a uniform rate for the Owners of all lots and may be collected on a monthly or an annual basis.

Section 7. Date of Commencement of Annual Assessments; Due Dates.

The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the first lot to an Owner. A conveyance to a builder who has purchased a lot for the purpose of constructing a residence thereon for sale to an Owner shall not be deemed a conveyance to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall endeavor to fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto, provided that failure by the Association to send such written notice on a timely basis shall not permit any Owner to avoid paying the assessment if a notice of assessment is eventually sent. The due dates

shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot shall be binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association.

Any assessment not paid in full within thirty (30) days following the due date, or within thirty (30) days following such subsequent date upon which written notice of the assessment has been sent by the Association, shall bear interest from the due date at the rate of eleven (11%) percent per annum and shall be subject to a late payment fee equal to twenty (20%) percent of the amount of the assessment to cover the cost of collection by the Association. In the event that the cost of collection, including attorneys fees, exceeds twenty (20%) percent of the amount of the assessment, the Association shall be entitled to collect the deficiency. The aggregate amount of the unpaid assessment, interest, late payment fee and deficiency shall be a lien against the lot corresponding to the unpaid assessment. The Association may bring an action at law against the Owner personally obligated to pay the assessment, interest, late payment fee and deficiency, and may foreclose the lien against the lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Exempt Property.

All Common Area and all other property exempt from taxation by state or local governments and dedicated for public use shall be exempt from assessment, charge and lien created herein.

Section 10. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein on any lot shall be subordinate to the lien of any first mortgage covering the lot. Sale or transfer of any lot shall not affect the lien of the assessments. However, the sale or transfer of any lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of the assessments, but shall not extinguish the Owner's personal obligation for payment of assessments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments becoming due after such sale or from the lien thereof.

Section 11. Failure of Association to Maintain the Common Area.

In the event that the Association shall at any time fail to construct, maintain and preserve the Common Area, including without limitation the storm water retention and sedimentation control areas and facilities, storm sewers, wetlands, lakes and water courses located within the Common Area or located in any future annexed subdivisions or condominium developments in reasonable order and condition, the Township of Orion may serve written notice upon the Association or upon the Owners setting forth the manner in which the Association has failed to maintain or preserve the Common Area in reasonable condition, and said notice shall include a demand that deficiencies of maintenance be cured within a stated reasonable time period. If the deficiencies set forth in the notice or in any modification thereof shall not be cured within said reasonable time or any extension thereof, the Township, in order to preserve the taxable values of the properties within The Subdivision and to prevent the Common Area from becoming a public nuisance, may enter upon the Common Area and maintain the same for a reasonable period of time until the Association is able to do so. Said maintenance by the Township shall not constitute a taking of the Common Area nor vest in the public any right to use the same. In any event, should an emergency threatening the public health, safety and/or general welfare be determined by the Township to exist, the Township shall have the right to take immediate corrective action. The

reasonable cost of such maintenance by the Township shall be paid by the Association and if not paid within thirty (30) days following the date of billing may become lien on each lot in The Subdivision, on a pro rata basis, to be assessed and collected in a like manner as general township taxes are assessed and collected.

Section 12. Fluctuation of Water Levels.

The lakes and water courses located in the Subdivision and in any future annexed subdivisions or condominium developments are subject to fluctuations in water level resulting from weather and other causes. The Association shall take such reasonable actions from time to time to seek to minimize the effects of such fluctuations and to attempt to maintain as constant a water level as possible.

Section 13. Affiliation with Other Associations.

The Subdivision is part of a planned development intended to be located in Orion Township and in Oxford Township and to be known as "Lakes of Indianwood". The Association shall be permitted, and at the request of Declarant shall be obligated, to contract with other associations of owners of lots in Lakes of Indianwood for the maintenance of the Common Area and/or other common areas located within any future subdivisions or condominium developments located in Lakes of Indianwood, and for maintenance of any facilities that may be constructed on the Common Area or such other common areas. Without limitation, such contract may either require the Association to reimburse such other association(s) for services provided to the Subdivision or the Common Areas, or may require the Association to provide and be reimbursed for services benefiting such other associations or any other such subdivisions, condominium developments or common areas.

**ARTICLE VI
ARCHITECTURAL CONTROL**

No building, fence, wall, deck, dock, swimming pool, outbuilding or other structure, landscaping, statue, ornament or other exterior improvement shall be commenced, erected or maintained on any lot, nor shall any exterior addition to or change or alteration therein or change in the exterior appearance thereof or change in landscaping be made until the plans and specifications showing the nature, kind, size, shape, height, colors, materials, topography and location of the same on the lot shall have been submitted to and approved in writing by an architectural control committee composed of three (3) persons appointed by the Declarant (who are not required to be Members of the Association), hereinafter called the "Committee". Each member of the Committee shall serve until he or she resigns and is replaced by a subsequent appointee. At such time as all of the lots, or condominium units, as the case may be, located in the Subdivision or in any future annexed subdivisions or condominium developments shall have been sold and deeded to Owners other than Declarant, each sitting member of the Committee shall resign, and Declarant shall delegate and assign to the Association its power of appointment with regard to members of the Committee; provided that, Declarant may, in its sole discretion, make such delegation to the Association at an earlier time of its choosing. Neither Declarant nor any member of the Committee shall have any liability whatsoever to any Owner or other person in connection with the approval, disapproval or failure to review any plans or specifications.

Section 1. Requirements for Committee Approval.

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

- a. Complete plans and specifications sufficient to secure a building permit in the Township of Orion, including a dimensioned plot plan showing the lot and the placement of the residence, garage and fences (if any) on the lot.

b. Front elevation, side elevations and rear elevation of all buildings, plus elevations of walls and fences (if any).

c. A perspective drawing, if deemed necessary by the Committee, to allow the Committee to adequately interpret the exterior design.

d. Data as to size, materials, colors and texture of all exteriors including roof coverings, fences (if any) and walls.

e. One set of blueprints shall be left with the Committee until construction is completed.

Section 2. Preliminary Approval.

Preliminary plans may first be submitted for preliminary approval.

Section 3. Committee Approval is Subject to Restrictions.

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

Section 4. Committee Right to Disapprove.

The Committee may disapprove plans because of non-compliance with any of the restrictions set forth in Articles VII and VIII of this Declaration, or because of reasonable dissatisfaction with the grading and drainage plan, the location of the structure on the lot, the materials used, the color scheme, the finish, design, proportions, shape, height, style or appropriateness of the proposed improvement or alteration or because of any matter or thing, which in the reasonable judgment of the Committee, would be detrimental to the property values or amenities in the subdivision or would render the proposed improvement or alteration inharmonious or out of keeping with the objectives of the Committee or with improvements erected on other lots in The Subdivision.

Section 5. Failure of Committee to Act.

In the event the Committee fails to approve or disapprove plans within fifteen (15) days after submission, then such approval will not be required, but all other limitations, conditions and restrictions set forth in this Declaration shall apply and remain in force as to such plans.

Section 6. Evidence of Committee Approval.

Committee approval shall be deemed given if the plans and specifications for approval are marked or stamped "Approved" by the Committee, and are dated and signed by a member of the Committee who was validly serving on the Committee on the date of such approval.

ARTICLE VII

BUILDING AND USE RESTRICTIONS FOR THE SUBDIVISION

Section 1. Use of Lots.

All lots shall be used for single family residence purposes only, and no building of any kind whatsoever shall be erected, re-erected, moved or maintained thereon except one single family dwelling house on each lot, as hereinafter provided. Such dwelling house shall be designed and erected for occupation by a single private family. A private attached garage, for the sole use of the Owner or occupant of the lot upon which said garage is erected, may also be erected and maintained, provided that said garage is in compliance with the requirements of Section 2 of this Article VII.

Section 2. Character and Size of Buildings.

No dwelling shall be permitted on any lot unless the living area thereof shall be not less than 2,200 square feet. All computations of square footage for determination of the permissibility of erection of a residence shall be exclusive of basements (whether or not of the "walk-out" variety), garages, porches, terraces, breezeways and other unenclosed or unheated areas. All garages must be attached or architecturally related to the dwelling. Garage doors shall not face the street on which the residence fronts, except that the Architectural Control Committee upon request may waive this prohibition. No garage shall provide space for less than two (2) automobiles. Carports are specifically prohibited.

Section 3. Minimum Setback and Yard Requirements.

No building shall be erected or maintained on any lot in The Subdivision which has a front yard setback of less than forty (40') feet from the front lot line, nor shall any building be erected or maintained on any of such lots which is nearer than ten (10') feet from the side lot line on one side, nor shall the total of both side yards be less than twenty (20') feet in width, with regard to interior lots. Any side yard abutting a street shall be considered a front yard for purposes of this Section 3. No lot in this subdivision shall have a rear yard setback of less than thirty-five (35') feet from the rear lot line. Approval of a variance by both the Committee and by the Orion Township Board of Appeals permitting front, rear or side yards smaller than the above minimums shall be deemed a valid waiver of this restriction.

Section 4. Minimum Lot Size.

In the event that one or more lots or parts of lots are developed for use as a site for a single residence, all restrictions set forth herein shall apply to such resulting site. In any event, no dwelling shall be erected, altered, placed on or permitted to remain on any lot in The Subdivision unless such lot or site has a width at the front building setback line of at least one hundred (100') feet and an area of at least fifteen thousand (15,000) square feet.

Section 5. Animals.

a. No farm animals, livestock, poultry or wild animals shall be kept, bred or harbored on any lot, nor shall any animals be kept or bred for commercial purposes. Not more than three (3) domesticated animals commonly deemed to be household pets may be kept on any lot by the Owner and members of his household so long as such pets shall have such care so as not to be objectionable or offensive to others due to noise, odor or unsanitary conditions.

b. Any dog kept on a lot shall be kept either on a leash or in a dog run or pen, and shall not be allowed to run loose or unattended. No dog runs or pens shall be permitted to be erected or maintained unless they are solely located within the rear yard adjacent to a wall of the main dwelling or garage and facing the rear or the interior of the lot, nor shall such runs or pens extend beyond the end of the dwelling or garage into the side yard. All pens shall be made of wood, decorative block or approved fencing materials, or any combination thereof, and may not exceed three hundred (300) square feet in area or four (4) feet in height. The exterior sides of a pen shall be landscaped with plantings to screen the view thereof from adjacent lots, and such pen shall be kept and maintained in a clean and sanitary condition. The construction and landscaping plans for a pen are subject to approval by the Committee.

c. No Owner shall cause, nor shall he permit or suffer any occupant of any lot which he owns, or his or their invitees or guests, to cause the molestation, harm or destruction of wild ducks, geese, birds or other wildlife on, in or over any portion of his lot.

However, fishing with rod and reel is permitted in and along any lake or water course abutting his lot. No Owner of a lot shall use, nor shall he permit or suffer any occupant of any lot which he owns, or his or their invitees or guests, to use any B-B guns, firearms, air rifles or pellet guns on his lot.

Section 6. Wells.

No well shall be dug, installed or constructed on any lot.

Section 7. Sight Distance at Intersections.

No fence, wall, shrubbery, sign or other obstruction to vision which obstructs sight lines at elevations between three (3') feet and six (6') feet 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 twenty-five (25') feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 8. Easements.

a. Easements are reserved as shown on the plat of The Subdivision. The use of all or a part of such easements may at any time or times hereafter be granted or assigned by Declarant, its successors or assigns, to any person, firm, corporation, governmental unit or agency which furnishes services or utilities for use in The Subdivision.

No buildings may be constructed or maintained over or on any easements; however, planting, fencing (where permitted), or other lot line improvements shall be allowed, so long as they do not violate the provisions of this Article and do not interfere with, obstruct, hinder, or impair the drainage plan of The Subdivision and so long as access be granted, without charge or liability for damages, for the installation and/or maintenance of utilities, drainage lines and/or additional facilities.

b. Private easements for public utilities have been granted and reserved on the plat of The Subdivision.

Section 9. Temporary Structures.

No structure of a temporary character, trailer, commercial vehicle, recreation vehicle, shack, garage, barn, storage shed, tent, or other similar outbuilding may be used or occupied at any time, on any lot, either temporarily or permanently, except that (i) tents for entertainment purposes may be erected on any lot for periods not to exceed forty-eight (48) hours; (ii) an appurtenant swimming pool bathhouse may be maintained on any lot, provided that the plans for such swimming pool and bathhouse shall have been approved by the Committee and Township; (iii) a temporary storage building for the storage of materials and supplies to be used in connection with the construction of a dwelling on any lot may be kept and maintained on such lot during the period of such construction and (iv) temporary sales trailers for use by builders constructing model homes in the Subdivision may be kept and maintained on a lot prior to completion of construction of the model home.

Section 10. General Conditions.

a. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same shall not be kept except in sanitary containers properly concealed from public view. Garbage containers shall not be left at the road for more than twenty-four (24) hours in any one week.

b. No house trailers, commercial vehicles, boats, boat trailers, camping vehicles or camping trailers may be parked on or stored on any lot, unless stored fully enclosed within an attached garage. Commercial vehicles and trucks shall not be parked in The Subdivision, or on any lot therein, except while making normal deliveries or pickups in the normal course of business. However, construction vehicles may be parked and a construction trailer or temporary sales trailer may be maintained by each builder offering new houses for sale, only during the period when new houses are under construction in The Subdivision by that builder.

c. No laundry shall be hung for drying on any lot so as to be visible from outside of the dwelling constructed on the lot.

d. All homes shall be equipped with electric garbage disposal units in the kitchen.

e. The grade of any lot or lots in The Subdivision may not be changed without the written consent of the Architectural Control Committee. This restriction is intended to prevent interference with the master drainage plan for The Subdivision.

f. No "through the wall" air conditioners may be installed on the front wall or in any front window of any building.

g. No outside compressors for central air conditioning units may be located other than in the rear yard and the same must be installed and maintained in such a manner so as to create no nuisance to the residents of adjacent dwellings.

h. No swimming pool may be built which is higher than one (1') foot above the existing lot grade.

i. No basketball backboards or hoops may be installed or placed on any lot in such a manner as to be visible from the street on which the dwelling fronts, and in the case of corner lots, such basketball backboards or hoops shall not be installed or placed so that they will be visible from the streets on which the dwelling fronts and sides. However, one (1) basketball backboard per lot, together with a connected hoop and/or structural pole, may be installed on any lot if such backboard is predominately clear and transparent, and in such event the restrictions otherwise imposed by this Subsection 10(i) shall not apply to such lot.

Section 11. Sales Agency and/or Business Office.

Notwithstanding anything to the contrary elsewhere set forth herein, Declarant and/or any builders which it may designate may construct and maintain on any lot or lots which they may select, a sales agency and a business office for the sale of any lots and/or dwellings in the Subdivision, or in other lands owned by the Declarant, or may use said lot or lots for the construction of a model house or houses for such purposes, and Declarant and such designated builders may continue to do so until such time as all of the lots in which Declarant or such designated builders have an interest are sold by them.

Section 12. Lease Restrictions.

No Owners of any lot shall lease and/or sublet less than the whole of any dwelling on any lot.

Section 13. Exterior Surface of Dwellings.

The visible exterior walls of all dwelling structures shall be made of wood, brick, brick veneer and/or stone in any combination. Stucco, aluminum and/or ledge rock may also be used, so long as any of these materials alone or in combination do not exceed fifty (50%) percent of the total of all visible exterior walls. The use of cement block, slag, cinder block, imitation brick, asphalt and/or any type of commercial siding is expressly prohibited. Windows and doors shall not

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be included in calculating the total area of visible exterior walls. The Architectural Control Committee may grant such exceptions to this restriction as it deems suitable.

Section 14. Fences.

a. No fence, wall or solid hedge may be erected, grown or maintained in front of or along the front building line of any lot; provided, however, that low ornamental fencing may be erected along the front lot line in architectural harmony with the design of the house. The side lot line of each corner lot which faces a street shall be deemed to be a second front building lot line and shall be subject to the same restrictions as to the erection, growth or maintenance of fences, walls or hedges as is hereinbefore provided for front building lines.

b. No fence or wall may be erected or maintained on or along the side lines of any lot, and/or on or along the rear line of any lot, except that fences which are required by local ordinance to enclose swimming pools, and fences used for dog runs or pens which comply with the requirements of Article VII, Section 5(b), of this Declaration, shall be permitted.

Section 15. Signs.

No sign or billboard shall be placed, erected or maintained on any lot, except one sign advertising the lot, or the house and lot for sale or lease, which said sign shall have a surface area of all surfaces thereof totaling not more than six (6) square feet, and the top of which shall be not more than five (5) feet above the ground level; provided, however, that such sign shall have been constructed and installed in a professional manner. Any such sign shall be kept clean and in good repair during the period of its maintenance on the said lot, and shall in no event be placed and maintained nearer than twenty-five (25') feet from the front lot line. The provisions of this paragraph shall not apply to such signs as may be installed or erected on any lot by Declarant, or any builder which it may designate during the initial period of construction of houses, or during such periods as any residence be used as a model or for display purposes.

Section 16. Destruction of Building by Fire, etc.

Any debris resulting from the destruction, by fire or otherwise, in whole or in part of any dwelling or building on any lot shall be removed with all reasonable dispatch from such lot in order to prevent an unsightly condition. Each Owner shall prevent such Owner's lot, and any dwelling, appurtenant structure or other improvement thereon from becoming unsightly or unkempt, or from falling into a state of disrepair.

Section 17. Landscaping.

a. Each Owner of a lot, including any Owner who is a builder-purchaser from Declarant, shall at all times comply with all erosion control measures imposed by the Township of Orion, the Oakland County Drain Commission or by Declarant in order to assure the preservation of all wetlands, lakes and water courses, to protect the sedimentation basins, and to keep the streets and sewers in The subdivision free of silt, dirt and debris. Compliance with such erosion control measures shall be required by the Owners at all times during their ownership of a lot, whether prior to, during or following construction of a residence on the lot and landscaping of the lot.

b. Upon the completion of a residence on any of the lots the owner thereof, (and the word "owner", as used in this connection, is intended to mean the party who purchases a residence from the builder thereof, and each subsequent purchaser), shall cause all portions of the lot owned by him, other than the wetland preservation areas located on the lot, to be finish-graded and sodded and suitably landscaped as soon after the completion of construction as weather permits. Subject to the limitations imposed below by Article VIII, the lot and the

drainage ditch, if any, contiguous to each lot shall be kept free of weeds by the Owner thereof. Each owner shall keep the landscaping and lawns on his lot well-maintained at all times.

c. Should any Owner fail to maintain the lawns, trees or shrubbery on his lot in good order and repair as required by this Section 17, then the Association may serve written notice upon the Owner setting forth the manner in which the Owner has so failed. In the event that the deficiency of maintenance, repair or replacement stated in such notice is not cured within fifteen (15) days following the date of such notice, the Association shall be authorized and permitted to enter the lot for the purpose of curing the deficiency. If, following the cure of the deficiency, the deficiency reoccurs and persists, the Association shall be authorized and permitted to enter the lot as often as is reasonably required for the purpose of continually maintaining in good order and repair the lawns, trees and shrubbery on the lot, which right of the Association shall continue until such time as the Association reasonably shall determine that the Owner of the deficient lot is willing and able to reassume the maintenance responsibility.

The cost incurred by the Association for such maintenance, repair and replacement, plus an administrative fee equal to twenty (20%) percent of such cost, shall be payable by the Owner to the Association within ten (10) days following such date as the Association sends the Owner a bill therefor. If the amount billed is not paid within such ten (10) day period, the unpaid amount shall be a charge on the lot, shall be a continuing lien upon the lot, and shall be treated as an additional assessment against the lot subject to treatment in accordance with the provisions of this Declaration controlling and affecting such assessments, including without limitation those stated in Article V of this Declaration.

Section 18. Fertilizer Use.

All grass seeded or sodded on a lot shall be comprised of a low maintenance grass mixture such as 50% Kentucky Bluegrass and 50% fine leaf Fescue. An improved bluegrass may be used for part or all of the Kentucky Bluegrass portion of the mixture, such as Baron, Adelphi, Galaxy, Victa, Cheri or Touchdown. Unless a soil test indicates a serious need for phosphorus and potassium, fertilizers such as 12-12-12, 5-10-5 or 10-6-4 shall not be used. Recommended fertilizers are those containing little or no phosphorus and potassium such as 23-0-6, 30-4-4 or 26-4-4. Nitrogen only fertilizers such as urea (46-0-0) and ammonium nitrate (33-0-0) are not permitted because of their high water solubility, which might contribute to the contamination of lakes and waterways in the vicinity of The Subdivision.

Section 19. Flood Plain.

a. No filling, grading, alteration or occupation of the 100 Year Flood Plain limits for Paint Creek, as shown on the recorded plat, will be allowed without the approval of the Michigan Department of Natural Resources. The 100 Year Flood Plain elevation for Paint Creek varies from elevation 1001.8 (N.G.V. datum) at the upstream plat limit to elevation 1000.8 at the downstream plat limit.

b. No building used or capable of being used for residential purposes and occupancy shall be constructed on any Lot unless the lowest floor, including basement floors, is constructed and maintained at or above elevation 1001.8 (N.G.V. Datum).

c. The restrictions and conditions imposed in this Paragraph 19 shall be observed in perpetuity and shall not be amended and are hereby excluded from the time limitation set for the duration of the other restrictions contained below in Section 3 of Article XI of this Declaration of Restrictions.

**ARTICLE VIII
PRESERVATION OF WETLANDS**

Section 1. Part of lot 17 and portions of the Common Area are within wetland areas. A "Private Conservation Preservation Easement" has been granted to the State of Michigan Department of Natural Resources as depicted on the plat of The Subdivision. All property covered by such easement is herein referred to as "Wetlands".

Section 2. Except as may be approved by both the Michigan Department of Natural Resources and the Township of Orion, the Wetlands shall not be filled, graded, improved, landscaped, altered or disturbed for any purpose in any manner whatsoever and no underground improvement or utilities shall be installed within the Wetlands, in order to protect and preserve the Wetlands. Without limiting the foregoing restriction, the creation of lawn or beach areas within the Wetlands is strictly prohibited.

Section 3. Nothing contained in this Preservation of Wetlands provision shall be construed to limit or prohibit within the Wetlands the removal of diseased or dying trees, the trimming or removal of trees which could or might reasonably be expected to cause injury to persons or property if left untended, or the cleaning and clearing of scrub vegetation.

Section 4. Declarant has retained the right pursuant to Section 2 of Article II above to conduct resource management activities within the Common Area. If, in connection with such activities, the State of Michigan Department of Natural Resources or the Township of Orion require that an additional private conservation preservation easement(s) be granted over portions of the Common Area, the Association shall be obligated upon the request of Declarant, the State or the Township to grant such conservation easement(s), and the property covered by such conservation easement(s) shall constitute "wetlands" for purposes of this Article VIII.

Section 5. The requirements of this Article VIII may be enforced by Declarant, the Township of Orion, the Michigan Department of Natural Resources, the Association, or by any Owner.

**ARTICLE IX
RESTRICTIONS ON THE USE OF COMMON AREA, LAKES AND WATER COURSES**

Section 1. Motor Vehicles.

All vehicles propelled by a motor, whether electric, gas or otherwise, other than those used for maintenance purposes, including but not limited to snowmobiles, all-terrain vehicles, motorcycles, dirt bikes, mo-peds, motor boats, automobiles, trucks and vans are expressly prohibited from operation or storage in the Common Area or on the ice of or in the water of any lakes or water courses located in The Subdivision or any future annexed subdivisions or condominium developments.

Section 2. Prohibited Structures.

No raft, wall, dock, platform, building or structure may be constructed nor any development or improvement done on or in any lakes or water courses located in The Subdivision or any future annexed subdivisions or condominium developments or along any shore line without the prior written consent and approval of the Architectural Control Committee and all governmental agencies having jurisdiction.

Section 3. Association Docks and Boats.

The Association shall be responsible for the continual maintenance in good order and condition of any docks and boats, if any, now or in the future under the control or jurisdiction of the Association and for replacement of the same when necessary. Use of any such Association docks and boats and of any lakes or water courses located in The

Subdivision or any future annexed subdivisions or condominium developments shall further be subject to the published rules and regulations described in Section 11 of this Article IX and to all restrictions imposed in the future by Declarant pursuant to such annexation.

Section 4. Motor Boats.

No boats utilizing any type of motor or engine, whether inboard or outboard, shall be permitted on any lake or water course located in The Subdivision or any future annexed subdivisions or condominium developments.

Section 5. Pedestrian Pathway.

The Association shall maintain in good order and condition the pedestrian pathway system within the Common Area wherever such pathway system is located.

Section 6. Pollution; Water Pumping.

No Owner shall throw trash, refuse, or rubbish of any kind in the Common Area or any lakes or water courses located in The Subdivision or any future annexed subdivisions or condominium developments. No water shall be pumped out of any such lake or water course for any purpose. No chemicals or other substance of any kind may be discharged into any such lake or water course without the prior written approval of both the Michigan Department of Natural Resources and the Architectural Control Committee.

Section 7. Dogs.

No Owner shall allow his dog to run loose in the Common Area.

Section 8. Use of Lakes, Water Courses and Common Area.

All land embracing waters of any lakes or water courses located in The Subdivision or any future annexed subdivisions or condominium developments is subject to the correlative rights of other riparian owners and to the public trust in these waters. Such lakes and water courses, and the Common Area (except for the parking area referred to below in Section 12 of this Article), shall be left primarily in their natural state for use only for passive recreation, and their use shall be limited to the Owners and their immediate families and guests.

No Owner shall permit or suffer the use of such lakes, water courses or Common Area for any commercial purposes. All activities on and in such lakes, water courses and Common Area shall be carried on in such a manner as not to be disturbing or offensive to other Owners. No fishing nets, firearms, air rifles, pellet or BB guns, bows and arrows, sling shots or other weapons shall be used on or in such lakes, water courses or Common Area.

Section 9. Wildlife.

No Owner shall cause, nor shall he permit or suffer any occupant of any lot which he owns, or his or their invitees or guests, to cause the molestation, harm or destruction of wild ducks, geese, birds or other wildlife on, in or over any wetlands or Common Area, or any lakes or water courses located in The Subdivision or any future annexed subdivisions or condominium developments. However, fishing with rod and reel is permitted in and along such lakes and water courses. No Owner of a lot shall use, nor shall he permit or suffer any occupant of any lot which he owns, or his or their invitees or guests, to use any B-B guns, firearms, air rifles or pellet guns within said wetlands, Common Area, lakes or water courses.

Section 10. Liability.

The Association shall maintain liability insurance in sufficient amounts for the purpose of protecting itself as well as the Owners, the

Declarant and builders from the burden of liability resulting from accidents which may cause death or injury to anyone while in the Common Area or any lakes or water courses under the jurisdiction or control of the Association.

Section 11. Published Rules.

The Declarant reserves the right to publish from time to time reasonable rules and regulations consistent herewith governing the use of the Common Area, The Association docks and boats, and any lakes or water courses located in The Subdivision or any future annexed subdivisions or condominium developments, as well as other matters relating thereto. If the Declarant does not object, the Association shall also be permitted to publish such reasonable rules and regulations as shall contribute to the overall safety and well being of The Subdivision residents.

Section 12. Wetland Provisions.

The Common Area is subject to the wetland provisions set forth above in Article VIII.

Section 13. Parking Area.

If requested by the Township of Orion, the Association shall deed to the Township the property described below and located along Indianwood Road and within the Common Area. Such property shall be used as a public parking area or passive use open space only. A deed conveying such property shall at the request of the Township be placed in escrow with a title insurance company satisfactory to the Township, and shall be delivered to the Township by such title company upon the request of the Township. Such property is described as follows:

Part of the Northeast 1/4 of Section 4, T.4N., R.10E., Orion Township, Oakland County, Michigan, being more particularly described as follows: Beginning at a point which is S88°40'33"W 1928.69 ft. along the East and West 1/4 line of Section 4 and N01°19'27"W 60.00 ft. from the East 1/4 corner of Section 4, T.4N., R.10E.; thence S88°40'33"W 50.00 ft.; thence N01°19'27"W 100.00 ft.; thence N88°40'33"E 50.00 ft.; thence S01°19'27"E 100.00 ft. to the point of beginning. Containing 5,000 Square Feet --- 0.115 Acres.

**ARTICLE X
ASSESSMENT OF FINES**

Section 1. General.

The Association, acting through its duly constituted Board of Directors, in addition to any other legal recourse which may be permitted under the laws of the State of Michigan, shall be permitted to assess monetary fines against any Owner in the event that the Owner or his tenants, guests, family or invitees shall violate any of the provisions of this Declaration or any of the rules and regulations duly established by the Association. Such Owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or invitees.

Section 2. Procedures.

Upon any such violation being alleged by the Association Board of Directors, the following procedures shall be followed:

(a) **Notice.** Notice of the violation, including the provision of this Declaration or the rules or regulations violated, together with a description of the factual nature of the alleged offense shall be sent by first class mail, postage prepaid, or shall be personally delivered to the Owner.

(b) **Opportunity to Defend.** The offending Owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting or a special meeting called to hear the evidence, but in no event shall the Owner be required to appear less than ten (10) days from the date of the notice.

(c) **Default.** Failure to respond to the notice of violation constitutes a default.

(d) **Hearing and Decision.** Upon appearance by the Owner before the Board and presentation of evidence of defense, or, in the event of the Owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision shall be final.

Section 3. Amounts.

Upon a finding by the board that a violation has occurred, the following fines shall be levied against the offending Owner:

- (a) **First Violation.** No fine shall be levied.
- (b) **Second Violation.** A Twenty-Five Dollar (\$25.00) fine shall be levied.
- (c) **Third Violation.** A Fifty Dollar (\$50.00) fine shall be levied.
- (d) **Fourth Violation and Subsequent Violations.** A One Hundred Dollar (\$100.00) fine shall be levied.

Section 4. Collection.

The fines levied pursuant to Section 3 above shall be assessed against the Owner similar to the annual association assessments and shall be due and payable to the Association on the first day of the next following month. Failure to pay the fine when due shall subject the offending Owner and his lot(s) to all of the liabilities set forth above in Article V, Section 8.

ARTICLE XI GENERAL PROVISIONS

Section 1. Enforcement.

The Declarant, the Association, any Owner, Orion Township and the Michigan Department of Natural Resources shall each have the right to enforce, by any proceeding at law, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of any of the aforementioned parties to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which other provisions shall remain in full force and effect.

Section 3. Amendment.

The covenants and restrictions of this Declaration, other than those contained above in Section 19 of Article VII, or in Article VIII, shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by a recorded instrument signed by not less than eighty (80%) percent of

the Owners and thereafter by an instrument signed by not less than seventy (70%) percent of the Owners. In addition Declarant, without the consent, vote, signature or approval of any Owner, the Association or any Members thereof, may, prospectively or retroactively, by recorded instrument, modify, restate, waive, repeal, amend, change or replace this Declaration, or any or all of the provisions hereof other than Section 19 of Article VII and other than Article VIII, with respect to any thing or any particular lot or lots located within the Subdivision or located within any future annexed subdivisions or condominium developments, as Declarant in its sole discretion deems necessary or desirable, including without limitation for the purpose of adding residential lots, condominium units and/or Common Area to the Association and making this Declaration and/or other restrictions apply to such lots, condominium units and/or Common Area.

Declarant's right to amend, change or replace this Declaration shall be permitted in perpetuity, notwithstanding an assignment of Declarant's rights and powers pursuant to Section 5 of this Article XI and notwithstanding the transition of control over the Association or its Board of Directors from Declarant to the Owners. Any amendment, change or replacement of this Declaration must be recorded with the Oakland County Register of Deeds.

Section 4. Annexation of Additional Lots and/or Common Area.

Declarant reserves the right at any time or times in the future to amend this Declaration by adding to it one or more additional subdivisions of land or condominium developments located in Section 33 and/or Section 34 of the Township of Oxford and/or Section 4 of the Township of Orion, Michigan, hereafter developed and platted by Declarant or its assigns. Such additional subdivisions may or may not contain Common Area. Subject to the limitations set forth in Section 8 of this Article XI, any such amendment(s) to this Declaration shall provide that the owners of all residential lots or condominium units located in such lands shall be required to be Members of the Lakes of Indianwood Subdivision Association and shall be subject to the covenants, restrictions, easements, charges and liens set forth herein. Such amendment(s) shall also provide that the Common Area contained within The Subdivision and all such future added subdivision or condominium lands shall be for the use and benefit of all owners of lots in The Subdivision and all such future added subdivision and condominium lands. Additional lots, condominium units and Common Area may be annexed to the Association by Declarant without the consent or approval of the Association or any of its Members or any Owner. Annexation by action of the Association shall require the consent of two-thirds (2/3rds) of its Members.

Section 5. Assignment or Transfer of Rights and Powers.

Declarant hereby reserves the unequivocal right to assign to the Association in whole or in part, from time to time, any or all of the rights and powers, titles, easements and estates hereby reserved or given to Declarant herein, including the right and power to approve or disapprove any use, act, proposed action, or any other matter or thing, except that Declarant's right to amend, change or replace this Declaration without the consent of the Owners as provided in Section 3 of this Article XI may not be assigned. Any such permitted assignment or transfer shall be made by appropriate instrument, in writing, and such assignee shall thereupon have the same rights and powers, and be subject to the same obligations and duties as herein given and reserved to and assumed by Declarant in connection with the rights, powers, and easements so assigned, and such instrument, when executed by such assignee, shall without further act release said Declarant from all obligation, duties and liability in connection therewith.

Section 6. Deviations by Agreement with Developer.

Declarant hereby reserves the right to enter into agreements with the Owner of any lot or lots, without the consent of Owners of other lots or adjoining or adjacent property, to deviate from any or all of the covenants set forth in this Declaration provided there are

practical difficulties or particular hardships evidenced by the lot Owner. Any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of any such covenant as to the remaining lots. These deviations shall only be permitted by Declarant in his sole discretion to improve or maintain the quality and well being of The Subdivision and any future added subdivisions or condominium developments.

Section 7. Transition of Association Board of Directors.

The Association By-Laws shall provide that the Board of Directors of the Association may be appointed by the Declarant until such time as eighty (80%) percent of the lots in The Subdivision and any future annexed subdivisions or condominium developments have been sold to Owners, and thereafter shall be elected by the Owners. In the event that eighty (80%) percent of the lots have at any time been sold to Owners and the Owners are unwilling or unable to elect a Board of Directors who desire to serve as Directors, the Declarant reserves the right to grant to the Management Agent of the Association or to such other designee chosen by Declarant the right to appoint a Board of Directors composed of either Owners or non-Owners, or some combination thereof. The fee charged by the Management Agent or other designee and by the Directors shall be paid directly by the Association. The right of the Management Agent or other designee to appoint the Board of Directors shall continue until the first annual meeting at which the Owners are willing and able to elect a Board of Directors of Owners who desire to serve as Directors.

Section 8. Use of Common Area by Adjacent Developments.

Declarant reserves the right at any time or times in the future to grant the right of the owners of any lots or units located in any subdivisions platted or condominium developments located in Section 33 and/or Section 34 of the Township of Oxford, Michigan and/or Section 4 of the Township of Orion, Michigan, and their families and invited guests, to use and enjoy the Common Area, facilities and amenities now or hereafter located thereon, including without limitation any lakes or water courses located in The Subdivision or any future annexed subdivisions or condominium developments, and any docks and boats provided for the common use of the Owners and their families and guests. Declarant may, but need not, require that any separate association of the aforesaid condominium unit or lot owners, and/or such other condominium unit or lot owners themselves, pay a fee or be subject to assessments by the Association in return for such right to use and enjoy the Common Area.

IN WITNESS WHEREOF, the undersigned, being all of the parties with an ownership interest in the lots in The Subdivision have caused these presents to be executed on this 26TH day of OCTOBER, 1992.

IN THE PRESENCE OF:

Joyce E. Kuhn
Joyce E. Kuhn

Teri Friedman
Teri Friedman

PATRICIA A. HICKA
PATRICIA A. HICKA

TERESA E. FULLON
TERESA E. FULLON

INDIANWOOD LIMITED PARTNERSHIP
a Michigan Limited Partnership

By: BILTMORE PROPERTIES CORPORATION
a Michigan Corporation,
General Partner

By: Andrew M. Coden
Andrew M. Coden
Its Vice President

NBD BANK, N.A.
a National Banking Association

By: David Fellingham
David Fellingham
Its Vice President

LAKES OF INDIANWOOD SUBDIVISION NO. 2

SUPPLEMENTARY DECLARATION OF
COVENANTS AND RESTRICTIONS

\$ 11.00 MISCELLANEOUS RECORDING
 \$ 12.00 REMONUMENTATION
 17 MAR 95 4:35 P.M. RECEIVED
 CLERK OF COURTS
 1000 P. A. L. S. 1000 P. A. L. S.

INDIANWOOD LIMITED PARTNERSHIP, a Michigan limited partnership ("Declarant"), having its principal office at 2025 West Long Lake Road, Suite 104, Troy, Michigan 48098, being the owner of the following described lands, herewith forms this Supplemental Declaration of Covenants and Restrictions this 15 day of MARCH, 1995, and they shall run with and bind the lands hereinafter described, and shall inure to the benefit of, and be enforceable by, the owner of any land subject thereto, their respective legal representatives, heirs, successors and assigns, and in accordance with the provisions of Act No. 288, Public Acts of 1957 of the State of Michigan (the "Subdivision Control Act of 1967")

A. LAND COVERED BY THIS SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS:

Lots 31 through 36, both inclusive, of Lakes of Indianwood Subdivision No. 2, a part of the Northeast one-quarter (1/4) of Section 4, Town 4 South, Range 10 East, Orion Township, Oakland County, Michigan, according to the Plat thereof recorded in Liber 238, Pages 27 through 27, inclusive, Oakland County Records.

09-04-238-001 Paint Creek 238

B. COVENANTS AND RESTRICTIONS APPLICABLE TO LOTS 31 THROUGH 36, BOTH INCLUSIVE ("SUBDIVISION NO. 2"):

a. No filling, grading, alteration or occupation of the 100 Year Flood Plain limit for Paint Creek, as shown on the recorded plat of Subdivision No. 2, will be allowed without the approval of the Michigan Department of Natural Resources. The 100 Year Flood Plain limit for Paint Creek is elevation 1000.2 (N.G.V. datum) within the confines of Subdivision 2.

b. No building used or capable of being used for residential purposes and occupancy shall be constructed on any lot in Subdivision No. 2 unless the lowest floor, including basement floors, is constructed and maintained at or above elevation 1000.2 (N.G.V. datum).

c. No well shall be dug, installed or constructed on any lot in Subdivision No. 2. Instead, all dwellings shall be served by public water.

d. Septic systems shall be permitted in Subdivision No. 2. Appropriate permits for the installation of on-site sewage disposal systems shall be obtained from the Oakland County Health Division prior to consideration.

e. Preservation of Wetlands

Section 1. Part of Lots 31, 34 and 35 and portions of the Common Area within Subdivision No. 2 are within wetland areas. "Private Conservation Preservation Easements" have been granted to the State of Michigan Department of Natural Resources ("DNR") as depicted on the plat of Subdivision No. 2. Declarant reserves the right to enter into an easement agreement or agreements with the DNR in order to set forth the terms and conditions of such easements. All property covered by such easement is herein referred to as "Wetlands".

Section 2. Except as may be approved by both the Michigan Department of Natural Resources and the Township of Orion,

O.K. - LM

the Wetlands shall not be filled, graded, improved, landscaped, altered or disturbed for any purpose in any manner whatsoever and no underground improvement or utilities shall be installed within the Wetlands, in order to protect and preserve the Wetlands. Without limiting the foregoing restriction, the creation of lawn or beach areas within the Wetlands is strictly prohibited, provided that a riparian owner shall not be deprived of his rights to access, dockage, use and title to natural accretions associated with his ownership of water frontage.

Section 3. Nothing contained in this Preservation of Wetlands provision shall be construed to limit or prohibit within the Wetlands the removal of diseased or dying trees, the trimming or removal of trees which could or might reasonably be expected to cause injury to persons or property if left untended, or the cleaning and clearing of scrub vegetation.

f. No lot shall be used for other than the construction of single family dwellings.

C. RESTRICTIONS ENFORCEABLE IN PERPETUITY:

The foregoing Covenants and Restrictions shall run with and bind the lands above described, in perpetuity, and may be enforced in the manner permitted by law, by any person or persons owning real property within Subdivision No. 2, and by any public body having jurisdiction under the provisions of Section 254 of Act No. 288, Public Acts of 1967 of the States of Michigan, against anyone who has or acquires an interest in the land subject to these Covenants and Restrictions.

Signed in the Presence of:

Signed by:
INDIANWOOD LIMITED PARTNERSHIP
a Michigan limited partnership
BY: BILTMORE PROPERTIES CORPORATION
a Michigan corporation,
General Partner



Joyce E. Kuhn

By: 
Andrew M. Coden
Its: Vice-President


Theresa D. Pate

STATE OF MICHIGAN)
 88
COUNTY OF OAKLAND)

The within instrument was acknowledged before me this 10th day of November, 1995, by Andrew M. Coden, Vice-President of Biltmore Properties Corporation, a Michigan corporation, General Partner of Indianwood Limited Partnership, a Michigan limited partnership, on behalf of the partnership.


Joyce E. Kuhn, Notary Public
Oakland County, Michigan

My Commission expires: 3/26/97

DRAFTED BY AND
WHEN RECORDED
RETURN TO:

Andrew M. Coden
2025 West Long Lake Road
Suite 104
Troy, MI 48098

CONSENT OF MORTGAGEE

NBD BANK, a Michigan banking corporation, whose address is 611 Woodward, Detroit, Michigan 48226, mortgagee of portions of Lakes of Indianwood Subdivision No. 2, pursuant to a Mortgage recorded at Liber 15190, Page 612, Oakland County Records, consents to the foregoing Supplementary Declaration of Covenants and Restrictions and agrees that its Mortgages shall be subordinate and subject to the foregoing Supplementary Declaration of Covenants and Restrictions.

WITNESSES:

NBD BANK
a Michigan banking corporation

Dawn M. Haacke
DAWN M. HAACKE
Deborah A. Tupper
DEBORAH A. TUPPER

By: Sharon M. Mandel
SHARON M. MANDEL
Its: Vice President
VICE PRESIDENT

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

The foregoing was acknowledged before me this 2nd day of March 1995, by Sharon M. Mandel, Vice President of NBD BANK, a Michigan banking corporation, on behalf of said corporation.

Dawn M. Haacke
Notary Public
OAKLAND County, Michigan
My Commission Expires:

Notary Public, Oakland County, MI
My Commission Expires May 12, 1995

APR 1995 057308

LAKES OF INDIANWOOD SUBDIVISION NO. 3

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

INDIANWOOD LIMITED PARTNERSHIP, a Michigan limited partnership ("Declarant"), having its principal office at 2025 West Long Lake Road, Suite 104, Troy, Michigan 48098, being the owner of the following described lands, herewith forms this Supplemental Declaration of Covenants and Restrictions this 13TH day of MARCH, 1995, and they shall run with and bind the lands hereinafter described, and shall inure to the benefit of, and be enforceable by, the owner of any land subject thereto, their respective legal representatives, heirs, successors and assigns, and in accordance with the provisions of Act No. 288, Public Acts of 1967 of the State of Michigan (the "Subdivision Control Act of 1967")

A. LAND COVERED BY THIS SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS:

Lots 37 through 45, both inclusive, of Lakes of Indianwood Subdivision No. 3, a part of the Southeast one-quarter (1/4) of Section 33 and the Southwest one-quarter (1/4) of Section 34, Town 5 North, Range 10 East, Oxford Township, Oakland County, Michigan, according to the Plat thereof recorded in Liber 239, Pages 4 through 7, inclusive, Oakland County Records.

04-34-300-004 SW 1/4, SEC. 34
04-33-476-001 SE 1/4, SEC. 33

B. COVENANTS AND RESTRICTIONS APPLICABLE TO PARENT PARCEL LOTS 37 THROUGH 45, BOTH INCLUSIVE ("SUBDIVISION NO. 3"):

a. No filling, grading, alteration or occupation of the 100 Year Flood Plain limit for Duck Lake, as shown on the recorded plat of Subdivision No. 3, will be allowed without the approval of the Michigan Department of Natural Resources. The 100 Year Flood Plain limit for Duck Lake is elevation 1000.2 (N.G.V. datum) within the confines of Subdivision 3.

b. No building used or capable of being used for residential purposes and occupancy shall be constructed on any lot in Subdivision No. 3 unless the lowest floor, including basement floors, is constructed and maintained at or above elevation 1000.2 (N.G.V. datum).

c. No lot shall be used for other than construction of single family dwellings.

d. Dwellings in Subdivision No. 3 shall be served by a potable water supply system. All wells on individual lots shall be drilled by a well driller, registered by the State of Michigan, to depths of at least 80 feet with adequate yield. All wells shall be grouted completely through the clay barrier. In the absence of an adequate clay barrier the minimum well depth shall be 100 feet, grouted full length. A completed well log form for each potable water well shall be submitted to Oakland County Health Division within sixty (60) days following completion of such well.

e. Permits, where applicable, for the installation of on-site wells, shall be obtained from the Oakland County Health Division prior to consideration.

f. Although not considered health related, the elevated hardness (314 mg/l) of the underground water within Subdivision No. 3 may be aesthetically objectionable. Prospective residents of Subdivision No. 3 are advised that softening or treatment systems may be necessary or desirable for their drinking water.

\$ 13.00 MISCELLANEOUS RECORDING
\$ 2.00 REMONUMENTATION
APR 95 12:36 P.M. RECEIVED
PAID RECORDED - OAKLAND COUNTY
LYNN H. ALLEN, CLERK OF DEEDS

12,000
+ 2.00

O.K. -S.R.

g. Septic systems shall be permitted in Subdivision No. 3. Appropriate permits for the installation of on-site sewage disposal systems shall be obtained from the Oakland County Health Division prior to consideration.

h. When deemed necessary, due to the soil condition, configuration of the lot, grade, or elevated ground water, an engineered plan or a septic design may be required for on-site sewage disposal. Such plans, if required, must be submitted to the Oakland County Health Division for review and approval prior to the issuance of an on-site sewage disposal permit.

i. Preservation of Wetlands.

Section 1. Part of Lots 37 and 40 through 45, inclusive, and portions of the Common Area within Subdivision No. 3 are within wetland areas. "Private Conservation Preservation Easements" have been granted to the State of Michigan Department of Natural Resources ("DNR") as depicted on the plat of Subdivision No. 3. Declarant reserves the right to enter into an easement agreement or agreements with the DNR in order to set forth the terms and conditions of such easements. All property covered by such easement is herein referred to as "Wetlands".

Section 2. Except as may be approved by both the Michigan Department of Natural Resources and the Township of Oxford, the Wetlands shall not be filled, graded, improved, landscaped, altered or disturbed for any purpose in any manner whatsoever and no underground improvement or utilities shall be installed within the Wetlands, in order to protect and preserve the Wetlands. Without limiting the foregoing restriction, the creation of lawn or beach areas within the Wetlands is strictly prohibited, provided that a riparian owner shall not be deprived of his rights to access, dockage, use and title to natural accretions associated with his ownership of water frontage.

Section 3. Nothing contained in this Preservation of Wetlands provision shall be construed to limit or prohibit within the Wetlands the removal of diseased or dying trees, the trimming or removal of trees which could or might reasonably be expected to cause injury to persons or property if left untended, or the cleaning and clearing of scrub vegetation.

C. **RESTRICTIONS ENFORCEABLE IN PERPETUITY:**


The foregoing Covenants and Restrictions shall run with and bind the lands above described, in perpetuity, and may be enforced in the manner permitted by law, by any person or persons owning real property within Subdivision No. 3, and by any public body having jurisdiction under the provisions of Section 254 of Act No. 288, Public Acts of 1967 of the States of Michigan, against anyone who has or acquires an interest in the land subject to these Covenants and Restrictions.

Signed in the
Presence of:


Joyce E. Kuhn


Theresa D. Pate

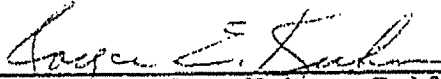
Signed by:
INDIANWOOD LIMITED PARTNERSHIP
a Michigan limited partnership
BY: BILTMORE PROPERTIES CORPORATION
a Michigan corporation,
General Partner

By: 
Andrew M. Goden
Its: Vice-President

LIST# 15329-483

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The within instrument was acknowledged before me this 1ST day of MARCH, 1995, by Andrew M. Coden, Vice-President of Biltmore Properties Corporation, a Michigan corporation, General Partner of Indianwood Limited Partnership, a Michigan limited partnership, on behalf of the partnership.



Joyce E. Kuhn, Notary Public
Oakland County, Michigan

My Commission expires: 3/26/97

DRAFTED BY AND
WHEN RECORDED
RETURN TO:

Andrew M. Coden
2025 West Long Lake Road
Suite 104
Troy, MI 48098

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02/27/95

CONSENT OF MORTGAGEE

NBD BANK, a Michigan banking corporation, whose address is 511 Woodward, Detroit, Michigan 48226, mortgagee of portions of Lakes of Indianwood Subdivision No. 3, pursuant to a Mortgage recorded at Liber 15190, Page 612, Oakland County Records, consents to the foregoing Supplementary Declaration of Covenants and Restrictions and agrees that its Mortgages shall be subordinate and subject to the foregoing Supplementary Declaration of Covenants and Restrictions.

WITNESSES:

NBD BANK
a Michigan banking corporation

Dawn M. Haacke
DAWN M. HAACKE
Deborah A. Tupper
DEBORAH A. TUPPER

By: Sharon M. Mandel
SHARON M. MANDEL
Its: VICE PRESIDENT

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

The foregoing was acknowledged before me this 2nd day of March 1995, by Sharon M. Mandel, vice president of NBD BANK, a Michigan banking corporation, on behalf of said corporation.

Dawn M. Haacke
Notary Public
OAKLAND County, Michigan
My Commission Expires:

DAWN M. HAACKE
Notary Public, Oakland County, MI
My Commission Expires May 12, 1996

RESTATED DECLARATION OF RESTRICTIONS
 FOR LAKES OF INDIANWOOD SUBDIVISION
 AND DECLARATION OF RESTRICTIONS
 LAKES OF INDIANWOOD SUBDIVISION NO. 2
 LAKES OF INDIANWOOD SUBDIVISION NO. 3

MICHIGAN DEPARTMENT OF STATE
 RECEIVED - OAKLAND COUNTY
 ALLEN, CLERK/REGISTER OF DEEDS

WHEREAS, the undersigned, Indianwood Limited Partnership, a Michigan limited partnership, of 2025 W. Long Lake Road, Suite 104, Troy, Michigan 48098, hereinafter referred to as "Declarant", being the owner in fee simple of the lands hereinafter described, has previously recorded that certain Declaration of Restrictions for Lakes of Indianwood Subdivision No. 1, recorded in Liber 13130, Pages 017 through 036, inclusive (the "Terminated Restrictions"); and

WHEREAS, the Terminated Restrictions provide in Article XI that the Terminated Restrictions may be amended by a recorded instrument signed by not less than eighty (80%) percent of the Owners, as defined in the Terminated Restrictions; and

WHEREAS, as of the date hereof Declarant and the other party executing this Declaration constitute at least eighty (80%) percent of the Owners.

WHEREAS, Declarant desires to restate and replace the Terminated Restrictions, and declare restrictions applicable to other nearby subdivisions; and

WHEREAS, Declarant desires to create a planned community with private parks for the benefit of all residents of property located in Subdivision No. 1, Subdivision No. 2 or Subdivision No. 3, as defined below in Article II; and.

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values and amenities in Subdivision No. 1, Subdivision No. 2 and Subdivision No. 3 (collectively referred to hereinafter as "The Subdivisions") and to this end desires to subject The Subdivisions and the Common Area to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of The Subdivisions and each owner of a lot therein; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in The Subdivisions, to create a legal entity to own, maintain, preserve and administer the Common Area, as hereinafter defined, and facilities, equipment and amenities that may be constructed thereon or used therein, the storm water retention and sedimentation control areas and facilities, storm sewers, walkways, signs, wetlands, and subdivision entrance areas, and to collect and disburse the assessments and charges hereinafter created, and to promote the recreation, health, safety and welfare of the residents; and

WHEREAS, Declarant may, at some future time, plat additional subdivisions of land and/or construct condominium developments in Section 33 and/or Section 34 of the Township of Oxford and/or in Section 4 of the Township of Orion, Michigan, and subject the lots, condominium units and common area so platted or developed to the covenants, restrictions, easements, charges and liens set forth herein by amendments made to this Declaration.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the undersigned, its successors and assigns, and all intending purchasers and future owners of the various lots comprising The Subdivisions, the undersigned Declarant for itself, its successors and assigns does hereby declare that the Terminated Restrictions are hereby rendered null and void, and does hereby publish, declare and make known to all existing owners, intending purchasers and future owners of the various lots comprising The Subdivisions, except for Lots 31, 32 and 33 of Subdivision No. 2, that the same will and shall be used, held, and/or sold expressly subject to the following liens,

Sub 09-04-252-000 - Lakes of Indianwood - 122015 OK - O.K.
 Sub 09-04-226-000 - Lakes of Indianwood - 22258027
 04-34-300-000 - Broad Branch Lakes of Indianwood
 04-33-476-001

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conditions, restrictions, covenants and agreements which shall be incorporated by reference in all deeds of conveyance and contracts for the sale of said lots and which shall run with the land and be binding upon all grantees of said lots and on their respective heirs, personal representatives, successors and assigns. Lots 31, 32 and 33 of Subdivision No. 2 are specifically exempted herefrom, and shall not be subject to the liens, conditions, restrictions, covenants and agreements set forth herein.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to the Lakes of Indianwood Subdivision Association, a Michigan Non-Profit Corporation, its successors and assigns.

Section 2. "Common Area" shall mean those areas of land within The Subdivisions or any future annexed subdivisions or condominium developments (including any improvements thereto) now or hereafter owned by the Association for the common use, benefit and enjoyment of the Owners. The Common Area initially to be owned by the Association is described as follows:

- a) Indianwood Park and Paint Creek Park of Lakes of Indianwood Subdivision No. 1, of part of the Northeast 1/4 of Section 4, T. 4 N., R. 10 E., Township of Orion, Oakland County, Michigan, according to the plat thereof as recorded in Liber 222 of Plats, Pages 15 through 19, both inclusive, Oakland County Records; and
- b) Indian Meadows Park and Pinewood Park of Lakes of Indianwood Subdivision No. 2, of part of the Northeast 1/4 of Section 4, T. 4 N., R. 10 E., Township of Orion, Oakland County, Michigan, according to the plat thereof as recorded in Liber 238 of Plats, Pages 27 through 29, both inclusive, Oakland County Records; and
- c) Deer Path Trail Park East, Deer Path Trail Park West and Pinewood Park North of Lakes of Indianwood Subdivision No. 3 of part of the Southeast 1/4 of Section 33 and the Southwest 1/4 of Section 34, T. 5 N., R. 10 E., Township of Oxford, Oakland County, Michigan, according to the plat thereof as recorded in Liber 239 of Plats, Pages 4 through 7, both inclusive, Oakland County Records.

Section 3. "Declarant" shall mean and refer to Indianwood Limited Partnership, a Michigan Limited Partnership, its successors and assigns.

Section 4. "Declaration" shall mean and refer to this Restated Declaration of Restrictions, as recorded in the office of the Oakland County Register of Deeds, State of Michigan.

Section 5. "lot" shall mean and refer to any numbered lot, other than Lots 31, 32 and 33 of Lakes of Indianwood Subdivision No. 2, shown on the recorded plat of Subdivision No. 1, Subdivision No. 2, Subdivision No. 3, or any future subdivisions hereafter annexed, to any building site resulting from the combination of lots and to any building site resulting from a proper lot split of any lot. "lot" shall also mean and refer to any building site or condominium unit located in any condominium development which may in the future be annexed or incorporated into the Association.

Section 6. "Member" shall mean and refer to those persons entitled to membership in the Association, as provided in this Declaration.

Section 7. "Owner" shall mean and refer to the record owner or purchaser, whether one or more persons or entities, of any lot which is a part of Subdivision No. 1, Subdivision No. 2, Subdivision No. 3 or

any future subdivisions or condominium developments hereafter annexed, or the land contract purchaser thereof, but excluding those having any interest merely as security for the performance of an obligation.

Section 8. "Prior Applicable Restrictions" shall mean and refer to that certain Supplementary Declaration of Covenants and Restrictions applicable to Subdivision No. 2, recorded in Liber 15298, Pages 666 through 668, both inclusive, Oakland County Records, and to that certain Supplementary Declaration of Covenants and Restrictions applicable to Subdivision No. 3, recorded in Liber 15329, Pages 481 through 484, both inclusive, Oakland County Records. This Declaration, and the conveyance and use of each lot, shall be subject to the covenants and conditions of the Prior Applicable Restrictions. Certain of the covenants and restrictions set forth in the Prior Applicable Restrictions are also set forth and/or supplemented in this Declaration. To the extent of any conflict between the covenants and restrictions set forth in the Prior Applicable Restrictions and those set forth in this Declaration, the covenants and restrictions set forth in the Prior Applicable Restrictions shall control.

Section 9. "Subdivision No. 1" shall mean and refer to property located in the Township of Orion, Oakland County, Michigan, more particularly described as follows:

Lots 1 through 30, both inclusive, and Indianwood Park and Paint Creek Park of Lakes of Indianwood Subdivision No. 1, of part of the Northeast 1/4 of Section 4, T. 4 N., R. 10 E., Township of Orion, Oakland County, Michigan, according to the plat thereof as recorded in Liber 222 of Plats, Pages 15 through 19, both inclusive, Oakland County Records.

Section 10. "Subdivision No. 2" shall mean and refer to property located in the Township of Orion, Oakland County, Michigan, more particularly described as follows:

Lots 31 through 36, both inclusive, and Indian Meadows Park and Pinewood Park of Lakes of Indianwood Subdivision No. 2, of part of the Northeast 1/4 of Section 4, T. 4 N., R. 10 E., Township of Orion, Oakland County, Michigan, according to the plat thereof as recorded in Liber 238 of Plats, Pages 27 through 29, both inclusive, Oakland County Records.

Section 11. "Subdivision No. 3" shall mean and refer to property located in the Township of Oxford, Oakland County, Michigan, more particularly described as follows:

Lots 37 through 45, both inclusive, and Deer Path Trail Park East, Deer Path Trail Park West and Pinewood Park North of Lakes of Indianwood Subdivision No. 3 of part of the Southeast 1/4 of Section 33 and the Southwest 1/4 of Section 34, T. 5 N., R. 10 E., Township of Oxford, Oakland County, Michigan, according to the plat thereof as recorded in Liber 239 of Plats, Pages 4 through 7, both inclusive, Oakland County Records.

Section 12. "The Subdivisions" shall mean and refer to Subdivision No. 1, Subdivision No. 2 and Subdivision No. 3, and to any future subdivisions or condominium developments which may hereafter be annexed.

ARTICLE II ESTABLISHMENT AND DEDICATION

Section 1. Establishment of Non-Profit Corporation.

There is hereby established an association of the Owners of each of the lots in The Subdivisions, to be known as the Lakes of Indianwood Subdivision Association. Such Association is already in existence. The Association has been organized as a Non-Profit Corporation for a perpetual term under the laws of the State of Michigan and shall have such powers as are enumerated in this Declaration as well as those set forth in the corporate By-Laws for the Association.

Section 2. Dedication of Common Area.

Declarant hereby dedicates and conveys to each Owner of a lot in The Subdivisions a right and easement of enjoyment in and to the Common Area and hereby covenants that it will convey the Common Area to the Association free and clear of all liens and encumbrances. Subject to the requirements of Article VIII below, the Declarant retains the right to enter the Common Area as permitted by the Michigan Department of Natural Resources for the purpose of conducting resource management activities, including but not limited to, habitat enhancement, creation and restoration.

Title to the Common Area shall vest in the Association subject to the rights and easement of enjoyment in and to such Common Area by the Owners. Said easement of enjoyment shall not be personal, but shall be considered to be appurtenant to the lots and shall pass with the title to the lots whether or not specifically set forth in the deeds of conveyance of the lots.

ARTICLE III
PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment.

The right and easement of enjoyment of each Owner in and to the Common Area shall be subject to the following prior rights of the Association:

a. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

b. The right of the Association to suspend the voting rights and right to use the Common Area by an Owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

c. The right of the Association to grant easements through the Common Area, and to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication, grant or transfer shall be effective unless an instrument agreeing to such dedication, grant or transfer signed by two-thirds (2/3) of the Members has been recorded with the Oakland County Register of Deeds.

d. The right of the Association to levy assessments, as set forth in Article V, below.

Section 2. Delegation of Use.

Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or purchasers who reside on his lot.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership.

Except for the owners of Lots 31, 32 and 33 of Subdivision No. 2, which Owners are specifically exempted from the obligation of membership in the Association and from all other obligations set forth in this Declaration including the obligation to pay assessments to the Association, every person who or which is the Owner of a lot shall be a Member of the Association. Membership in the Association is and shall be appurtenant to, and may not be separated from, ownership of any lot. Notwithstanding the foregoing, the termination of any

person's ownership interest in any lot, and the consequent termination of such person's membership in the Association, shall not relieve such person from any debt or obligation attributable to such lot which accrued or arose during the period such person was an Owner of such lot.

Section 2. Voting Rights.

The Association shall have two classes of membership, being Class A and Class B, as follows:

(a) Class A membership shall be voting, and the Declarant shall be the only Class A Member;

(b) each owner of a lot other than the Declarant shall be a Class B Member;

(c) Class B membership shall be non-voting until the time specified in subsection 2.(d) below, at which time all Owners (including the Declarant) shall be entitled to vote on a one vote per lot basis (regardless of the number of Owners of any such lot);

(d) the Declarant shall have the sole vote in the Association, and the consequent right to appoint the Board of Directors of the Association (the "Board"), until such time as seventy-five (75%) percent of the lots or condominium units, as the case may be, in each of The Subdivisions, and in every subdivision of land or condominium development which in the future is annexed by the Declarant or the Association in accordance with Article XI, Section 4 of this Declaration, shall have occupied residences on them, or until such earlier time as may be designated in writing by the Declarant; and

(e) at such time as seventy-five (75%) percent of the lots or condominium units, as the case may be, in each of The Subdivisions, and in every subdivision of land and condominium development which in the future is annexed by the Declarant or the Association in accordance with Article XI, Section 4 of this Declaration, shall have occupied residences on them, or at such earlier time as may be designated by the Declarant, Class B Members of the Association shall have the voting rights described in subsection 2.(c) above, and thereafter, the Board shall be elected by the combined vote of the Class A and Class B Members (in each case, voting on a one vote per lot basis).

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

Each Owner of a lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual general assessments or charges, and (2) special assessments for capital improvements. Such assessments shall be established and collected as hereinafter provided. The general and special assessments, together with interest thereon, late payment fees and collection costs, including reasonable attorney's fees, shall be a charge on the lot and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest thereon, late payment fees and costs of collection thereof, including reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such lot at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in The Subdivisions and future subdivisions and condominium developments hereafter annexed, and in particular for the improvement and maintenance of the Common Area now or hereafter owned by the Association, and facilities, equipment or amenities constructed thereon or used therein, the storm water retention and sedimentation control areas and basins, storm sewers, walkways and other property now or hereafter under the control of the Association, including any and all community docks and boats, signs, wetlands, lakes, water courses, water bubblers and subdivision entrance areas (including, without limitation, entrance monuments, landscaping and water features); for planting and maintenance of trees, shrubs and grass; for raking, harvesting, dredging and chemically controlling growth of vegetation in lakes and water courses; for construction, operation and maintenance of recreational facilities; for caring for vacant lots; for providing community services; and for the protection of the Owners.

Section 3. Maximum Annual Assessment.

Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be Three Hundred Sixty Dollars (\$360.00) per lot owned by an Owner.

a. From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year without a vote of the Members to an amount which is not more than ten percent (10%) greater than the maximum assessment which was permissible to be assessed hereunder for the previous year.

b. From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above the ten percent (10%) increase permitted by subsection a. by a vote of two-thirds (2/3) of the Members who are voting in person or by proxy, at a meeting duly called for that purpose.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy against each Owner, in any assessment year, 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, replacement or maintenance of any improvement upon the Common Area and other areas and facilities, equipment and amenities which now or hereafter may be under the control of the Association, including without limitation any and all subdivision entrance areas, signs, wetlands, lakes, water courses, storm water retention and sedimentation control areas and facilities, storm sewers, walkways, community docks and boats, fixtures and personal property, or for any other legal purpose desired by the Association, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for that purpose.

Section 5. Notice and Quorum for Actions Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 of this Article shall be sent to all Members not less than 15 days nor more than 30 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast forty (40%) percent of the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rate of Assessment.

Both the general and the special assessments shall be set by the Board of Directors at a uniform rate for the Owners of all lots and may be collected on a monthly or an annual basis.

Section 7. Date of Commencement of Annual Assessments; Due Dates.

For each individual subdivision or condominium development subject to this Declaration, the annual assessments provided for herein shall commence as to all lots therein on the first day of the month following the first conveyance to an Owner of a lot therein. A conveyance to a builder who has purchased a lot for the purpose of constructing a residence thereon for sale to an Owner shall not be deemed a conveyance to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall endeavor to fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto, provided that failure by the Association to send such written notice on a timely basis shall not permit any Owner to avoid paying the assessment if a notice of assessment is eventually sent. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot shall be binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association.

Any assessment not paid in full within thirty (30) days following the due date, or within thirty (30) days following such subsequent date upon which written notice of the assessment has been sent by the Association, shall bear interest from the due date at the rate of eleven (11%) percent per annum and shall be subject to a late payment fee equal to twenty (20%) percent of the amount of the assessment to cover the cost of collection by the Association. In the event that the cost of collection, including attorneys fees, exceeds twenty (20%) percent of the amount of the assessment, the Association shall be entitled to collect the deficiency. The aggregate amount of the unpaid assessment, interest, late payment fee and deficiency shall be a lien against the lot corresponding to the unpaid assessment. The Association may bring an action at law against the Owner personally obligated to pay the assessment, interest, late payment fee and deficiency, and may foreclose the lien against the lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Exempt Property.

All Common Area and all other property exempt from taxation by state or local governments and dedicated for public use shall be exempt from assessment, charge and lien created herein.

Section 10. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein on any lot shall be subordinate to the lien of any first mortgage covering the lot. Sale or transfer of any lot shall not affect the lien of the assessments. However, the sale or transfer of any lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of the assessments, but shall not extinguish the Owner's personal obligation for payment of assessments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments becoming due after such sale or from the lien thereof.

Section 11. Failure of Association to Maintain the Common Area.

In the event that the Association shall at any time fail to construct, maintain and preserve the Common Area, including without limitation the storm water retention and sedimentation control areas and facilities, storm sewers, wetlands, lakes and water courses located within the Common Area or located in any future annexed subdivisions or condominium developments in reasonable order and condition, the Township of Orion or the Township of Oxford, as the case may be, may serve written notice upon the Association or upon the Owners setting forth the manner in which the Association has failed to maintain or preserve the Common Area in reasonable condition, and said notice shall include a demand that deficiencies of maintenance be cured within a stated reasonable time period. If the deficiencies set forth in the notice or in any modification thereof shall not be cured within said reasonable time or any extension thereof, the Township, in order to preserve the taxable values of the properties within The Subdivisions and to prevent the Common Area from becoming a public nuisance, may enter upon the Common Area and maintain the same for a reasonable period of time until the Association is able to do so. Said maintenance by the Township shall not constitute a taking of the Common Area nor vest in the public any right to use the same. In any event, should an emergency threatening the public health, safety and/or general welfare be determined by the Township to exist, the Township shall have the right to take immediate corrective action. The reasonable cost of such maintenance by the Township shall be paid by the Association and if not paid within thirty (30) days following the date of billing may become a lien on each lot in The Subdivisions, on a pro rata basis, to be assessed and collected in a like manner as general township taxes are assessed and collected.

Section 12. Fluctuation of Water Levels.

The lakes and water courses located in The Subdivisions and in any future annexed subdivisions or condominium developments are subject to fluctuations in water level resulting from weather and other causes. The Association shall be obligated to take such reasonable actions from time to time to seek to minimize the effects of such fluctuations and to attempt to maintain as constant a water level as possible; however there is no assurance that the fluctuations can be avoided.

Section 13. Affiliation with Other Associations.

The Subdivisions are part of a planned development intended to be located in Orion Township and in Oxford Township and to be known as "Lakes of Indianwood". Other subdivisions or condominium developments which may become part of Lakes of Indianwood may be annexed pursuant to Article XI below or may instead be represented by other associations of their lot or condominium unit owners. The Association shall be permitted, and at the request of Declarant shall be obligated, to contract with such other associations of owners of lots or condominium units in Lakes of Indianwood for the maintenance of the Common Area and/or other common areas located within any future subdivisions or condominium developments located in Lakes of Indianwood, and for maintenance of any facilities that may be constructed on the Common Area or such other common areas. Without limitation, such contract may either require the Association to reimburse such other association(s) for services provided to The Subdivisions or the Common Areas, or may require the Association to provide and be reimbursed for services benefiting such other associations or any other such subdivisions, condominium developments or common areas.

ARTICLE VI
ARCHITECTURAL CONTROL

No building, fence, wall, deck, dock, swimming pool, outbuilding or other structure, landscaping, statue, ornament or other exterior improvement shall be commenced, erected or maintained on any lot, nor shall any exterior addition to or change or alteration therein or change in the exterior appearance thereof or change in landscaping be made until the plans and specifications showing the nature, kind, size,

shape, height, colors, materials, topography and location of the same on the lot shall have been submitted to and approved in writing by an architectural control committee composed of three (3) persons appointed by the Declarant (who are not required to be Members of the Association), hereinafter called the "Committee". Each member of the Committee shall serve until he or she resigns and is replaced by a subsequent appointee. At such time as all of the lots, or condominium units, as the case may be, located in The Subdivisions or in any future annexed subdivisions or condominium developments shall have been sold and deeded to Owners other than Declarant, each sitting member of the Committee shall resign, and Declarant shall delegate and assign to the Association its power of appointment with regard to members of the Committee; provided that, Declarant may, in its sole discretion, make such delegation to the Association at an earlier time of its choosing. Neither Declarant nor any member of the Committee shall have any liability whatsoever to any Owner or other person in connection with the approval, disapproval or failure to review any plans or specifications.

Section 1. Requirements for Committee Approval.

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

a. Complete plans and specifications sufficient to secure a building permit in the Township of Orion or the Township of Oxford, whichever is applicable, including a dimensioned plot plan showing the lot and the placement of the residence, garage and fences (if any) on the lot.

b. Front elevation, side elevations and rear elevation of all buildings, plus elevations of walls and fences (if any).

c. A perspective drawing, if deemed necessary by the Committee, to allow the Committee to adequately interpret the exterior design.

d. Data as to size, materials, colors and texture of all exteriors including roof coverings, fences (if any) and walls.

e. One set of blueprints shall be left with the Committee until construction is completed.

Section 2. Preliminary Approval.

Preliminary plans may first be submitted for preliminary approval.

Section 3. Committee Approval is Subject to Restrictions.

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

Section 4. Committee Right to Disapprove.

The Committee may disapprove plans because of non-compliance with any of the restrictions set forth in Articles VII and VIII of this Declaration, or because of reasonable dissatisfaction with the grading and drainage plan, the location of the structure on the lot, the materials used, the color scheme, the finish, design, proportions, shape, height, style or appropriateness of the proposed improvement or alteration or because of any matter or thing, which in the reasonable judgment of the Committee, would be detrimental to the property values or amenities in The Subdivisions or would render the proposed improvement or alteration inharmonious or out of keeping with the objectives of the Committee or with improvements erected on other lots in The Subdivisions.

Section 5. Failure of Committee to Act.

In the event the Committee fails to approve or disapprove plans within fifteen (15) days after submission, then such approval will not be required, but all other limitations, conditions and restrictions set forth in this Declaration shall apply and remain in force as to such plans.

Section 6. Evidence of Committee Approval.

Committee approval shall be deemed given if the plans and specifications for approval are marked or stamped "Approved" by the Committee, and are dated and signed by a member of the Committee who was validly serving on the Committee on the date of such approval.

ARTICLE VII
BUILDING AND USE RESTRICTIONS FOR THE SUBDIVISIONS

Section 1. Use of Lots.

All lots shall be used for single family residence purposes only, and no building of any kind whatsoever shall be erected, re-erected, moved or maintained thereon except one single family dwelling house on each lot, as hereinafter provided. Such dwelling house shall be designed and erected for occupation by a single private family. A private attached garage, for the sole use of the Owner or occupant of the lot upon which said garage is erected, may also be erected and maintained, provided that said garage is in compliance with the requirements of Section 2 of this Article VII.

Section 2. Character and Size of Buildings.

No dwelling shall be permitted on any lot unless the living area thereof shall be not less than 2,200 square feet. All computations of square footage for determination of the permissibility of erection of a residence shall be exclusive of basements (whether or not of the "walk-out" variety), garages, porches, terraces, breezeways and other unenclosed or unheated areas. All garages must be attached or architecturally related to the dwelling. Garage doors shall not face the street on which the residence fronts, except that the Architectural Control Committee upon request may waive this prohibition. No garage shall provide space for less than two (2) automobiles. Carports are specifically prohibited.

Section 3. Minimum Setback and Yard Requirements.

As to Subdivision No. 1 and Subdivision No. 2, a) no building shall be erected or maintained on any lot which has a front yard setback of less than forty (40') feet from the front lot line, nor shall any building be erected or maintained on any of such lots which is nearer than ten (10') feet from the side lot line on one side, nor shall the total of both side yards be less than twenty (20') feet in width, with regard to interior lots; b) any side yard abutting a street shall be considered a front yard for purposes of this Section 3, and c) no lot shall have a rear yard setback of less than thirty-five (35') feet from the rear lot line. As to Subdivision No. 3, a) no building shall be erected or maintained on any lot which has a front yard setback of less than forty (40') feet from the front lot line, nor shall any building be erected or maintained on any of such lots which is nearer than ten (10') feet from the side lot line on one side, nor shall the total of both side yards be less than thirty (30') total feet in width, with regard to interior lots; b) any side yard abutting a street shall be considered a front yard for purposes of this Section 3, and c) no lot shall have a rear yard setback of less than thirty-five (35') feet from the rear lot line. Approval of a variance by both the Committee and by the Orion Township or Oxford Township Board of Appeals, whichever is applicable, permitting front, rear or side yards smaller than the above minimums shall be deemed a valid waiver of this restriction.

Section 4. Minimum Lot Size.

In the event that one or more lots or parts of lots are developed for use as a site for a single residence, all restrictions set forth herein shall apply to such resulting site. In any event, no dwelling shall be erected, altered, placed on or permitted to remain on any lot a) in Subdivision No. 1 or Subdivision No. 2 unless such lot or site has a width at the front building setback line of at least one hundred (100') feet and an area of at least fifteen thousand (15,000) square feet, or b) in Subdivision No. 3 unless such lot or site has a width at the front building setback line of at least one hundred fifty (150') feet and an area of at least one (1) acre.

Section 5. Animals.

a. No farm animals, livestock, poultry or wild animals shall be kept, bred or harbored on any lot, nor shall any animals be kept or bred for commercial purposes. Not more than three (3) domesticated animals commonly deemed to be household pets may be kept on any lot by the Owner and members of his household so long as such pets shall have such care so as not to be objectionable or offensive to others due to noise, odor or unsanitary conditions.

b. Any dog kept on a lot shall be kept either on a leash or in a dog run or pen, and shall not be allowed to run loose or unattended. No dog runs or pens shall be permitted to be erected or maintained unless they are solely located within the rear yard adjacent to a wall of the main dwelling or garage and facing the rear or the interior of the lot, nor shall such runs or pens extend beyond the end of the dwelling or garage into the side yard. All pens shall be made of wood, decorative block or approved fencing materials, or any combination thereof, and may not exceed three hundred (300') square feet in area or four (4) feet in height. The exterior sides of a pen shall be landscaped with plantings to screen the view thereof from adjacent lots, and such pen shall be kept and maintained in a clean and sanitary condition. The construction and landscaping plans for a pen are subject to approval by the Committee.

c. No Owner shall cause, nor shall he permit or suffer any occupant of any lot which he owns, or his or their invitees or guests, to cause the molestation, harm or destruction of wild ducks, geese, birds or other wildlife on, in or over any portion of his lot. However, fishing with rod and reel is permitted in and along any lake or water course abutting his lot. No Owner of a lot shall use, nor shall he permit or suffer any occupant of any lot which he owns, or his or their invitees or guests, to use any B-B guns, firearms, air rifles or pellet guns on his lot.

Section 6. Wells; Septic Systems.

No well shall be dug, installed or constructed on any lot in Subdivision No. 1 or Subdivision No. 2, and instead these lots shall utilize the public water system serving those Subdivisions.

As to lots in Subdivision No. 3, any dwelling shall be served by a potable water supply system. Appropriate permits for the installation, where permitted, of on-site wells shall be obtained from the Oakland County Health Division prior to installation. All wells on individual lots shall be drilled by a well driller, registered by the State of Michigan, to depths of at least 80 feet with adequate yield. Any wells shall be grouted completely through the clay barrier. In the absence of an adequate clay barrier the minimum well depth shall be 100 feet, grouted full length. A completed well log form for each potable water well shall be submitted to Oakland County Health Division within sixty (60) days following completion of such well. Although not considered health related, the water available to Subdivision No. 3 has an elevated hardness (314 mg/l) which may be aesthetically objectionable. Accordingly, softening or treatment systems may be necessary or desirable for use with drinking water.

No septic system shall be installed on any lot in Subdivision No. 1. Septic systems shall be permitted in Subdivision No. 2 and Subdivision No. 3. Appropriate permits for the installation, where permitted, of on-site sewage disposal systems shall be obtained from the Oakland County Health Division prior to installation. When deemed necessary, due to the soil condition, configuration of the lot, grade, or elevated ground water, an engineered plan or a septic design may be required for on-site sewage disposal. Such plans, if required, must be submitted for review and approval by the Oakland County Health Division prior to the issuance of an on-site sewage disposal permit.

Section 7. Sight Distance at Intersections.

No fence, wall, shrubbery, sign or other obstruction to vision which obstructs sight lines at elevations between three (3') feet and six (6') feet 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 twenty-five (25') feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 8. Easements.

a. Easements are reserved as shown on the plat of The Subdivisions. The use of all or a part of such easements may at any time or times hereafter be granted or assigned by Declarant, its successors or assigns, to any person, firm, corporation, governmental unit or agency which furnishes services or utilities for use in The Subdivisions.

No buildings may be constructed or maintained over or on any easements; however, planting, fencing (where permitted), or other lot line improvements shall be allowed, so long as they do not violate the provisions of this Article and do not interfere with, obstruct, hinder, or impair the drainage plan of The Subdivisions and so long as access be granted, without charge or liability for damages, for the installation and/or maintenance of utilities, drainage lines and/or additional facilities.

b. Private easements for public utilities, greenbelts and entrance signs have been granted and reserved on the plat of The Subdivisions. Without limiting the use of these easements by other permitted parties and utilities, the Detroit Edison Company is specifically granted the right of access to and from these easements reserved for public utilities for the purpose of constructing, reconstructing, modifying, adding to, operating and maintaining utility line facilities consisting of poles, guys, anchors, wires, manholes, conduits, pipes, cables, transformers and accessories. Accordingly, no buildings or other permanent structures shall be placed in the easement areas without the prior written consent of Detroit Edison Company and all municipalities and governmental authorities having jurisdiction. Detroit Edison Company shall be permitted to trim, cut down, remove or otherwise control any trees, bushes, branches and roots within the easement (or that could grow into the easement) and remove structures and fences in the easement area which Detroit Edison Company believes could interfere with the safe and reliable construction, operation and maintenance of Detroit Edison Company's facility. No trees, plant life, structures and fences shall be planted, grown, or installed within eight (8') feet of the front door and within two (2') feet of the other sides of transformers and switching cabinet enclosures. Detroit Edison Company shall not be responsible for damages to or removal of trees, plant life, structures and fences placed in front of transformer doors within such required clearance areas. Prior to the installation by Detroit Edison Company of its subdivision utility facilities, Declarant shall grade the easement area to within four (4") inches of the final grade shown on the approved Master Grading Plan of The Subdivisions. Following grading by the Declarant, each owner shall, to the extent the easement is located on his lot, maintain this

grading elevation. Each owner shall be responsible to reimburse Detroit Edison Company for any repairs required as a result of damage caused to Detroit Edison Company's utility facilities by the owner or by the owner's agents, contractors or invitees.

Section 9. Temporary Structures.

No structure of a temporary character, trailer, commercial vehicle, recreation vehicle, shack, garage, barn, storage shed, tent, or other similar outbuilding may be used or occupied at any time, on any lot, either temporarily or permanently, except that (i) tents for entertainment purposes may be erected on any lot for periods not to exceed forty-eight (48) hours; (ii) an appurtenant swimming pool bathhouse may be maintained on any lot, provided that the plans for such swimming pool and bathhouse shall have been approved by the Committee and Township; (iii) a temporary storage building for the storage of materials and supplies to be used in connection with the construction of a dwelling on any lot may be kept and maintained on such lot during the period of such construction and (iv) temporary sales trailers for use by builders constructing model homes in the Subdivisions may be kept and maintained on a lot prior to completion of construction of the model home.

Section 10. General Conditions.

a. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same shall not be kept except in sanitary containers properly concealed from public view. Garbage containers shall not be left at the road for more than twenty-four (24) hours in any one week.

b. No house trailers, commercial vehicles, boat trailers, camping vehicles or camping trailers may be parked on or stored on any lot, unless stored fully enclosed within an attached garage. One (1) boat permitted to be used by an Owner having direct access to a lake or water course abutting his lot, in accordance with the requirements of Article IX, Section 4, below, may be stored on a temporary basis in the rear yard of such abutting lot. All other boats may only be parked or stored in a fully enclosed attached garage. Commercial vehicles and trucks shall not be parked in The Subdivisions, or on any lot therein, except while making normal deliveries or pickups in the normal course of business. However, construction vehicles may be parked and a construction trailer or temporary sales trailer may be maintained by each builder offering new houses for sale, only during the period when new houses are under construction in The Subdivisions by that builder.

c. No laundry shall be hung for drying on any lot so as to be visible from outside of the dwelling constructed on the lot.

d. All homes shall be equipped with electric garbage disposal units in the kitchen.

e. The grade of any lot or lots in The Subdivisions may not be changed without the written consent of the Architectural Control Committee. This restriction is intended to prevent interference with the master drainage plan for The Subdivisions.

f. No "through the wall" air conditioners may be installed on the front wall or in any front window of any building.

g. As to Subdivision No. 1 only, no outside compressors for central air conditioning units may be located other than in the rear yard and the same must be installed and maintained in such a manner so as to create no nuisance to the residents of adjacent dwellings.

h. No swimming pool may be built which is higher than one (1) foot above the existing lot grade.

Section 11. Sales Agency and/or Business Office.

Notwithstanding anything to the contrary elsewhere set forth herein, Declarant and/or any builders which it may designate may construct and maintain on any lot or lots which they may select, a sales agency and a business office for the sale of any lots and/or dwellings in The Subdivisions, or in other lands owned by the Declarant, or may use said lot or lots for the construction of a model house or houses for such purposes, and Declarant and such designated builders may continue to do so until such time as all of the lots in which Declarant or such designated builders have an interest are sold by them.

Section 12. Lease Restrictions.

No Owners of any lot shall lease and/or sublet less than the whole of any dwelling on any lot.

Section 13. Exterior Surface of Dwellings.

The visible exterior walls of all dwelling structures shall be made of wood, brick, brick veneer and/or stone in any combination. Stucco, aluminum, vinyl and/or ledge rock may also be used, so long as any of these materials alone or in combination do not exceed fifty (50%) percent of the total of all visible exterior walls. The use of cement block, slag, cinder block, imitation brick, asphalt and/or any type of commercial siding is expressly prohibited. Windows and doors shall not be included in calculating the total area of visible exterior walls. The Architectural Control Committee may grant such exceptions to this restriction as it deems suitable.

Section 14. Fences.

a. No fence, wall or solid hedge may be erected, grown or maintained in front of or along the front building line of any lot; provided, however, that low ornamental fencing may be erected along the front lot line in architectural harmony with the design of the house. The side lot line of each corner lot which faces a street shall be deemed to be a second front building lot line and shall be subject to the same restrictions as to the erection, growth or maintenance of fences, walls or hedges as is hereinbefore provided for front building lines.

b. No fence or wall may be erected or maintained on or along the side lines of any lot, and/or, except for Lots No. 37, 38, 39 and 40 of Subdivision No. 2, on or along the rear line of any lot, except that fences which are required by local ordinance to enclose swimming pools, and fences used for dog runs or pens which comply with the requirements of Article VII, Section 5(b), of this Declaration, shall be permitted.

Section 15. Signs.

No sign or billboard shall be placed, erected or maintained on any lot, except one sign advertising the lot, or the house and lot for sale or lease, which said sign shall have a surface area of all surfaces thereof totaling not more than six (6) square feet, and the top of which shall be not more than five (5) feet above the ground level; provided, however, that such sign shall have been constructed and installed in a professional manner. Any such sign shall be kept clean and in good repair during the period of its maintenance on the said lot, and shall in no event be placed and maintained nearer than twenty-five (25') feet from the front lot line. The provisions of this paragraph shall not apply to such signs as may be installed or erected on any lot by Declarant, or any builder which it may designate during the initial period of construction of houses, or during such periods as any residence be used as a model or for display purposes.

Section 16. Destruction of Building by Fire, etc.

Any debris resulting from the destruction, by fire or otherwise, in whole or in part of any dwelling or building on any lot shall be removed with all reasonable dispatch from such lot in order to prevent an unsightly condition. Each Owner shall prevent such Owner's lot, and any dwelling, appurtenant structure or other improvement thereon from becoming unsightly or unkempt, or from falling into a state of disrepair.

Section 17. Landscaping.

a. Each Owner of a lot, including any Owner who is a builder-purchaser from Declarant, shall at all times comply with all erosion control measures imposed by either the Township of Orion or the Township of Oxford, as applicable, the Oakland County Drain Commission or by Declarant in order to assure the preservation of all Wetlands, lakes and water courses, to protect the sedimentation basins, and to keep the streets and sewers in The Subdivisions free of silt, dirt and debris. Compliance with such erosion control measures shall be required by the Owners at all times during their ownership of a lot, whether prior to, during or following construction of a residence on the lot and landscaping of the lot.

b. Upon the completion of a residence on any of the lots the owner thereof, (and the word "owner", as used in this connection, is intended to mean the party who purchases a residence from the builder thereof, and each subsequent purchaser), shall cause all portions of the lot owned by him, other than any wetlands located on the lot or other areas such owner desires to leave in their natural state in order to preserve trees or other desirable natural features, to be finish-graded and seeded or sodded and suitably landscaped as soon after the completion of construction as weather permits. Subject to the limitations imposed below by Article VIII, the lot and the drainage ditch, if any, contiguous to each lot shall be kept free of weeds by the Owner thereof. Each owner shall keep the landscaping and lawns on his lot well-maintained at all times.

c. Should any Owner fail to maintain the lawns, trees or shrubbery on his lot in good order and repair as required by this Section 17, then the Association may serve written notice upon the Owner setting forth the manner in which the Owner has so failed. In the event that the deficiency of maintenance, repair or replacement stated in such notice is not cured within fifteen (15) days following the date of such notice, the Association shall be authorized and permitted to enter the lot for the purpose of curing the deficiency. If, following the cure of the deficiency, the deficiency reoccurs and persists, the Association shall be authorized and permitted to enter the lot as often as is reasonably required for the purpose of continually maintaining in good order and repair the lawns, trees and shrubbery on the lot, which right of the Association shall continue until such time as the Association reasonably shall determine that the Owner of the deficient lot is willing and able to reassume the maintenance responsibility.

The cost incurred by the Association for such maintenance, repair and replacement, plus an administrative fee equal to twenty (20%) percent of such cost, shall be payable by the Owner to the Association within ten (10) days following such date as the Association sends the Owner a bill therefor. If the amount billed is not paid within such ten (10) day period, the unpaid amount shall be a charge on the lot, shall be a continuing lien upon the lot, and shall be treated as an additional assessment against the lot subject to treatment in accordance with the provisions of this Declaration controlling and affecting such assessments, including without limitation those stated in Article V of this Declaration.

Section 18. Fertilizer Use.

All grass seeded or sodded on a lot shall be comprised of a low maintenance grass mixture such as 50% Kentucky Bluegrass and 50% fine

leaf Fescue. An improved bluegrass may be used for part or all of the Kentucky Bluegrass portion of the mixture, such as Baron, Galaxy, Victa, Cheri or Touchdown. Unless a soil test indicates a serious need for phosphorus and potassium, fertilizers such as 12-12-12, 5-10-5 or 10-6-4 shall not be used. Recommended fertilizers are those containing little or no phosphorus and potassium such as 23-0-6, 30-4-4 or 25-4-4. Nitrogen only fertilizers such as urea (46-0-0) and ammonium nitrate (33-0-0) are not permitted because of their high water solubility, which might contribute to the contamination of lakes and waterways in the vicinity of The Subdivisions.

Section 19. Flood Plain.

Subdivision No. 1

a. No filling, grading, alteration or occupation of the 100 Year Flood Plain limit for Paint Creek, as shown on the recorded plat, will be allowed without the approval of the Michigan Department of Natural Resources. The 100 Year Flood Plain elevation for Paint Creek varies from elevation 1001.8 (N.G.V. datum) at the upstream plat limit to elevation 1000.8 at the downstream plat limit.

b. No building used or capable of being used for residential purposes and occupancy shall be constructed on any lot unless the lowest floor, including basement floors, is constructed and maintained at or above elevation 1001.8 (N.G.V. Datum).

Subdivision No. 2

a. No filling, grading, alteration or occupation of the 100 Year Flood Plain limit for Paint Creek, as shown on the recorded plat of Subdivision No. 2, will be allowed without the approval of the Michigan Department of Natural Resources. The 100 Year Flood Plain limit for Paint Creek is elevation 1000.2 (N.G.V. datum) within the confines of Subdivision 2.

b. No building used or capable of being used for residential purposes and occupancy shall be constructed on any lot in Subdivision No. 2 unless the lowest floor, including basement floors, is constructed and maintained at or above elevation 1000.2 (N.G.V. datum).

Subdivision No. 3

a. No filling, grading, alteration or occupation of the 100 Year Flood Plain limit for Duck Lake, as shown on the recorded plat of Subdivision No. 3, will be allowed without the approval of the Michigan Department of Natural Resources. The 100 Year Flood Plain limit for Duck Lake is elevation 1000.2 (N.G.V. datum) within the confines of Subdivision No. 3.

b. No building used or capable of being used for residential purposes and occupancy shall be constructed on any lot in Subdivision No. 3 unless the lowest floor, including basement floors, is constructed and maintained at or above elevation 1000.2 (N.G.V. datum).

The restrictions and conditions imposed in this Paragraph 19 shall be observed in perpetuity, shall not be amended and are hereby excluded from the time limitation set forth below in Section 3 of Article XI regarding the duration of the covenants and restrictions contained in this Declaration of Restrictions.

Section 20. Private Docks. Attached permanent private docks shall be constructed only with the mutual consent, and at the expense, of the Owners of the lots abutting the docks, and shall be generally limited to one (1) shared dock for every two (2) lots, and shall be located so as not to violate the requirements of the Michigan Department of Natural Resources. Each such private dock shall be no wider than three (3') feet (with no other permanent structural appurtenances), shall not extend into the water more than twenty (20') feet from the high water mark of the associated lake, shall not exceed one hundred fifty (150') square feet in size, shall run perpendicular

to the shoreline, and shall be located at the common property line of the two (2) lots it serves. From and after the commencement of dock construction, each lot sharing such dock shall, without need for any other documentation thereof, be encumbered by an easement over the portion of the lot upon which the dock is located for purposes only of access for ingress and egress between the adjacent lot sharing such dock and the dock itself. Nothing in this Section 20 shall prohibit the use of temporary private floating docks or rafts which are not permanently attached to a lot and which are removed for not less than ninety (90) days each calendar year. Such temporary floating docks or rafts shall not exceed sixty (60') square feet in size. Boathouses shall not be erected or maintained on any lot. Notwithstanding the foregoing, all docks and rafts of every type and nature shall be constructed, maintained, located and installed in accordance with the requirements of, and in locations approved by, the Committee described above in Article VI.

Section 21. **Vehicular Access.** Any residence built on Lots 37, 38, 39 or 40 in Subdivision No. 3 shall front on Deer Path Trail, and not on Nakomis Road. No direct vehicular access shall be permitted between any such lot and Nakomis Road.

ARTICLE VIII PRESERVATION OF WETLANDS

Section 1. Part of lot 17 and portions of the Common Area within Subdivision No. 1, part of Lots 31, 34 and 35 and portions of the Common Area within Subdivision No. 2, and part of Lots 37 and 40 through 45, inclusive, and portions of the Common Area within Subdivision No. 3 are within wetland areas. "Private Conservation Preservation Easements" have been granted to the State of Michigan Department of Natural Resources ("DNR") as depicted on the plat of each of The Subdivisions. Declarant reserves the right to enter into an easement agreement or agreements with the DNR in order to set forth the terms and conditions of such easements. All property covered by such easement is herein referred to as "Wetlands".

Section 2. Except as may be approved by both the Michigan Department of Natural Resources and the Township of Orion or the Township of Oxford, as applicable, the Wetlands shall not be filled, graded, improved, landscaped, altered or disturbed for any purpose in any manner whatsoever and no underground improvement or utilities shall be installed within the Wetlands, in order to protect and preserve the Wetlands. Without limiting the foregoing restriction, the creation of lawn or beach areas within the Wetlands is strictly prohibited, provided that a riparian owner shall not be deprived of his rights to access, dockage, use and title to natural accretions associated with his ownership of water frontage.

Section 3. Nothing contained in this Preservation of Wetlands provision shall be construed to limit or prohibit within the Wetlands the removal of diseased or dying trees, the trimming or removal of trees which could or might reasonably be expected to cause injury to persons or property if left untended, or the cleaning and clearing of scrub vegetation.

Section 4. Declarant has retained the right pursuant to Section 2 of Article II above to conduct resource management activities within the Common Area. If, in connection with such activities, the State of Michigan Department of Natural Resources or, as applicable, the Township of Orion or the Township of Oxford, require that an additional private conservation preservation easement(s) be granted over portions of the Common Area, the Association shall be obligated upon the request of Declarant, the State or the Township to grant such conservation easement(s), and the property covered by such conservation easement(s) shall constitute "Wetlands" for purposes of this Article VIII.

Section 5. The requirements of this Article VIII may be enforced by Declarant, the Township of Orion, the Township of Oxford, the Michigan Department of Natural Resources, the Association, or by any Owner.

ARTICLE IX
RESTRICTIONS ON THE USE OF COMMON AREA, LAKES AND WATER COURSES

Section 1. Motor Vehicles.

All vehicles propelled by a motor, whether electric, gas or otherwise, other than those used for maintenance purposes, including but not limited to snowmobiles, all-terrain vehicles, motorcycles, dirt bikes, mo-peds, motor boats, automobiles, trucks and vans are expressly prohibited from operation or storage in the Common Area or on the ice of or in the water of any lakes or water courses located in The Subdivisions or any future annexed subdivisions or condominium developments.

Section 2. Prohibited Structures.

No raft, wall, dock, platform, building or structure may be constructed nor any development or improvement done on or in any lakes or water courses located in The Subdivisions or any future annexed subdivisions or condominium developments or along any shore line without the prior written consent and approval of the Architectural Control Committee and, where legally required, all governmental agencies having jurisdiction.

Section 3. Association Docks and Boats.

One (1) Association dock may be constructed by Declarant or by the Association within the Common Area adjacent to Duck Lake. No other docks shall be permitted to be constructed in the Common Area adjacent to Duck Lake without the Declarant's prior approval. In addition, up to seven (7) Association boats may be provided by Declarant or by the Association for the common use of all Owners and their families and guests on Duck Lake. In no event shall more than seven (7) Association boats be permitted entry to Duck Lake at any time without the Declarant's prior approval. No boats shall be permitted entry from The Subdivisions to Duck Lake other than such Association boats and the private boats permitted by Section 4 of this Article IX. The Association shall be responsible for the continual maintenance in good order and condition of the Association docks and boats and for the replacement of the same when necessary.

It is anticipated that one or more future subdivisions of land and/or condominium developments may be annexed pursuant to Section 4, Article XI of this Declaration, although there is no assurance that this will occur. In the event that any such annexed subdivisions of land or condominium developments contain a portion of Indianwood Lake, one (1) additional Association dock located within the Common Area adjacent to Indianwood Lake, and up to seven (7) additional Association boats for use on Indianwood Lake may be maintained for the common use of all Owners and their families and guests. Such dock and boats may be provided by Declarant or may be provided by the Association. In no event shall more than seven (7) Association boats be permitted entry to Indianwood Lake at any time without the Declarant's prior approval. In no event shall more than one (1) Association dock be permitted in the Common Area adjacent to Indianwood Lake, whether constructed by the Declarant or by the Association, without the Declarant's prior approval.

Use of the Association docks and boats and of any lakes or water courses located in The Subdivisions or any future annexed subdivisions or condominium developments shall further be subject to the published rules and regulations described in Section 11 of this Article IX.

There is no assurance that the docks or boats described in this Section 3 will be provided. Declarant disclaims any responsibility or obligation to provide any such docks or boats. If any such docks or boats are provided, the Association shall be obligated to indemnify, defend and hold harmless Declarant against any and all claims, liability and damages resulting from the existence or use of such docks and boats.

Section 4. Boats and Lake Access.

No Owner shall be permitted to rent any private or Association boat, although the Association may, at its option, charge a fee for the use of the Association boats. Each Owner of a lot having direct access to any lake or water course abutting his lot shall be permitted to keep and use not more than one (1) private boat for the personal use of the Owner, his immediate family and their guests. In no event shall any boats be permitted access to any such lake or water course located in The Subdivision other than private boats permitted by this Section 4 or Association boats permitted above by Section 3 of this Article X. No lot shall be used to provide or permit access to any such lake or water course by any person or persons other than the Owner, his immediate family members or their guests. Other than for purposes of lake maintenance and weed harvesting, all of which may only be performed directly by Declarant or with the prior approval of the Committee described above in Article VI, no boats utilizing any type of motor or engine, whether inboard or outboard, shall be permitted on any lake or water course located in The Subdivisions or any future annexed subdivisions or condominium developments.

Section 5. Pedestrian Pathway.

The Association shall maintain in good order and condition the pedestrian pathway system, if any, within the Common Area wherever such pathway system may be located.

Section 6. Pollution; Water Pumping.

No Owner shall throw trash, refuse, or rubbish of any kind in the Common Area or any lakes or water courses located in The Subdivisions or any future annexed subdivisions or condominium developments. No water shall be pumped out of any such lake or water course for any purpose without the approval of the Association. No chemicals or other substance of any kind may be discharged into any such lake or water course without the prior written approval of both the Michigan Department of Natural Resources and the Association.

Section 7. Dogs.

No Owner shall allow his dog to run loose in the Common Area.

Section 8. Use of Lakes, Water Courses and Common Area.

All land embracing waters of any lakes or water courses located in The Subdivisions or any future annexed subdivisions or condominium developments is subject to the correlative rights of other riparian owners and to the public trust in these waters. Such lakes and water courses, and the Common Area (except for the parking area referred to below in Section 13 of this Article), shall be left primarily in their natural state for use only for passive recreation, and their use shall be limited to the Owners and their immediate families and guests.

No Owner shall permit or suffer the use of such lakes, water courses or Common Area for any commercial purposes. All activities on and in such lakes, water courses and Common Area shall be carried on in such a manner as not to be disturbing or offensive to other Owners. No fishing nets, firearms, air rifles, pellet or B-B guns, bows and arrows, sling shots or other weapons shall be used on or in such lakes, water courses or Common Area.

Section 9. Wildlife.

No Owner shall cause, nor shall he permit or suffer any occupant of any lot which he owns, or his or their invitees or guests, to cause the molestation, harm or destruction of wild ducks, geese, birds or other wildlife on, in or over any wetlands or Common Area, or any lakes or water courses located in The Subdivisions or any future annexed subdivisions or condominium developments. However, fishing with rod and reel is permitted in and along such lakes and water courses. No Owner of a lot shall use, nor shall he permit or suffer any occupant of

any lot which he owns, or his or their invitees or guests, to use any B-B gun, firearm, bow and arrow, air rifle, pellet gun or other dangerous weapon within said wetlands, Common Area, lakes or water courses.

Section 10. Liability.

The Association shall maintain liability insurance in sufficient amounts for the purpose of protecting itself as well as the Owners, the Declarant and builders from the burden of liability resulting from accidents which may cause death or injury to anyone while in the Common Area or any lakes or water courses under the jurisdiction or control of the Association.

Section 11. Published Rules.

The Declarant reserves the right to publish from time to time reasonable rules and regulations consistent herewith governing the use of the Common Area, the Association docks and boats, and any lakes or water courses located in The Subdivisions or any future annexed subdivisions or condominium developments, as well as other matters relating thereto. If the Declarant does not object, the Association shall also be permitted to publish such reasonable rules and regulations as shall contribute to the overall safety and well being of the residents of The Subdivisions.

Section 12. Nuisances.

No activity shall be permitted to exist or operate on any lot which may be or become detrimental to the occupant of any other lot or which may be or become an annoyance or nuisance to residents in the Subdivisions.

Section 13. Wetland Provisions.

The Common Area is subject to the wetland provisions set forth above in Article VIII.

Section 14. Parking Area.

If requested by the Township of Orion, the Association shall deed to the Township the property described below and located along Indianwood Road and within the Common Area of Subdivision No. 1. Such property shall be used as a public parking area or passive use open space only. A deed conveying such property shall at the request of the Township be placed in escrow with a title insurance company satisfactory to the Township, and shall be delivered to the Township by such title company upon the request of the Township. Such property is described as follows:

Part of the Northeast 1/4 of Section 4, T.4 N., R.10 E., Orion Township, Oakland County, Michigan, being more particularly described as follows: Beginning at a point which is S88°40'33"W 1928.69 ft. along the East and West 1/4 line of Section 4 and N01°19'27"W 60.00 ft. from the East 1/4 corner of Section 4, T.4N., R.10E.; thence S88°40'33"W 50.00 ft.; thence N01°19'27"W 100.00 ft.; thence N88°40'33"E 50.00 ft.; thence S01°19'27"E 100.00 ft. to the point of beginning. Containing 5,000 Square Feet --- 0.115 Acres.

ARTICLE X
ASSESSMENT OF FINES

Section 1. General.

The Association, acting through its duly constituted Board of Directors, in addition to any other legal recourse which may be permitted under the laws of the State of Michigan, shall be permitted to assess monetary fines against any Owner in the event that the Owner or his tenants, guests, family or invitees shall violate any of the provisions of this Declaration or any of the rules and regulations duly

established by the Association. Such Owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or invitees.

Section 2. Procedures.

Upon any such violation being alleged by the Association Board of Directors, the following procedures shall be followed:

(a) Notice. Notice of the violation, including the provision of this Declaration or the rules or regulations violated, together with a description of the factual nature of the alleged offense shall be sent by first class mail, postage prepaid, or shall be personally delivered to the Owner.

(b) Opportunity to Defend. The offending Owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting or a special meeting called to hear the evidence, but in no event shall the Owner be required to appear less than ten (10) days from the date of the notice.

(c) Default. Failure to respond to the notice of violation constitutes a default.

(d) Hearing and Decision. Upon appearance by the Owner before the Board and presentation of evidence of defense, or, in the event of the Owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision shall be final.

Section 3. Amounts.

Upon a finding by the board that a violation has occurred, the following fines shall be levied against the offending Owner:

(a) First Violation. No fine shall be levied.

(b) Second Violation. A Twenty-Five Dollar (\$25.00) fine shall be levied.

(c) Third Violation. A Fifty Dollar (\$50.00) fine shall be levied.

(d) Fourth Violation and Subsequent Violations. A One Hundred Dollar (\$100.00) fine shall be levied.

Section 4. Collection.

The fines levied pursuant to Section 3 above shall be assessed against the Owner similar to the annual association assessments and shall be due and payable to the Association on the first day of the next following month. Failure to pay the fine when due shall subject the offending Owner and his lot(s) to all of the liabilities set forth above in Article V, Section 8.

ARTICLE XI
GENERAL PROVISIONS

Section 1. Enforcement.

The Declarant, the Association, any Owner, Orion Township, Oxford Township, and the Michigan Department of Natural Resources shall each have the right to enforce, by any proceeding at law, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of any of the aforementioned parties to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which other provisions shall remain in full force and effect.

Section 3. Amendment.

The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by a recorded instrument signed by not less than eighty (80%) percent of the Owners and thereafter by an instrument signed by not less than seventy (70%) percent of the Owners. In addition Declarant, without the consent, vote, signature or approval of any Owner, the Association or any Members thereof, may, prospectively or retroactively, by recorded instrument, modify, restate, waive, repeal, amend, change or replace this Declaration, or any or all of the provisions hereof other than Section 19 of Article VII and other than Article VIII, with respect to any thing or any particular lot or lots located within The Subdivisions or located within any future annexed subdivisions or condominium developments, as Declarant in its sole discretion deems necessary or desirable, including without limitation for the purpose of adding residential lots, condominium units and/or Common Area to the Association and making this Declaration and/or other restrictions apply to such lots, condominium units and/or Common Area.

Declarant's right to amend, change or replace this Declaration shall be permitted in perpetuity, notwithstanding an assignment of Declarant's rights and powers pursuant to Section 5 of this Article XI and notwithstanding the transition of control over the Association or its Board of Directors from Declarant to the Owners. Any amendment, change or replacement of this Declaration must be recorded with the Oakland County Register of Deeds. Notwithstanding anything to the contrary, no change, amendment or other modification may be made to this Declaration which is inconsistent with the covenants or conditions set forth in the Prior Applicable Restrictions.

Section 4. Annexation of Additional Lots and/or Common Area.

Declarant reserves the right at any time or times in the future to amend this Declaration by adding to it one or more additional subdivisions of land or condominium developments located in Section 33 and/or Section 34 of the Township of Oxford and/or Section 4 of the Township of Orion, Michigan, hereafter developed and platted by Declarant or its assigns. Such additional subdivisions may or may not contain Common Area, and may or may not contain the same size and use and/or other restrictions set forth in this Declaration. Subject to the limitations set forth in Section 8 of this Article XI, any such amendment(s) to this Declaration shall provide that the owners of all residential lots or condominium units located in such lands shall be required to be Members of the Lakes of Indianwood Subdivision Association and shall be subject to the covenants, restrictions, easements, charges and liens set forth herein. Such amendment(s) shall also provide that the Common Area contained within The Subdivisions and all such future added subdivision or condominium lands shall be for the use and benefit of all owners of lots in The Subdivisions and all such future added subdivision and condominium lands. Additional lots, condominium units and Common Area may be annexed to the Association by Declarant without the consent or approval of the Association or any of its Members or any Owner. Annexation by action of the Association shall require the consent of two-thirds (2/3rds) of its Members. Notwithstanding anything to the contrary, no change, amendment or other modification may be made to this Declaration which is inconsistent with the covenants or conditions of the Prior Applicable Restrictions.

Section 5. Assignment or Transfer of Rights and Powers.

Declarant hereby reserves the unequivocal right to assign to the Association in whole or in part, from time to time, any or all of the rights and powers, titles, easements and estates hereby reserved or given to Declarant herein, including the right and power to approve or disapprove any use, act, proposed action, or any other matter or thing, except that Declarant's right to amend, change or replace this Declaration without the consent of the Owners as provided in Section 3 of this Article XI may not be assigned. Any such permitted assignment or transfer shall be made by appropriate instrument, in writing, and such assignee shall thereupon have the same rights and powers, and be subject to the same obligations and duties as herein given and reserved to and assumed by Declarant in connection with the rights, powers, and easements so assigned, and such instrument, when executed by such assignee, shall without further act release said Declarant from all obligation, duties and liability in connection therewith.

Section 6. Deviations by Agreement with Developer.

Declarant hereby reserves the right to enter into agreements with the Owner of any lot or lots, without the consent of Owners of other lots or adjoining or adjacent property, to deviate from any or all of the covenants set forth in this Declaration provided there are in Declarant's opinion practical difficulties or particular hardships evidenced by the lot Owner. Any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of any such covenant as to the remaining lots. These deviations shall also be permitted by Declarant in his sole discretion to improve or maintain the quality and well being of The Subdivisions and any future added subdivisions or condominium developments.

Section 7. Transition of Association Board of Directors.

The Association By-Laws shall provide that the Board of Directors of the Association may be appointed by the Declarant until such time (the "Transfer Date") as a) seventy-five (75%) percent of the lots in The Subdivisions and any future annexed subdivisions or condominium developments have been sold to Owners, or b) such earlier time as may be elected by Declarant, and thereafter shall be elected by the Owners. In the event that as of the Transfer Date the Owners are unwilling or unable to elect a Board of Directors who desire to serve as Directors, the Declarant reserves the right to grant to the Management Agent of the Association or to such other designee chosen by Declarant the right to appoint a Board of Directors composed of either Owners or non-Owners, or some combination thereof. The fee charged by the Management Agent or other designee and by the Directors shall be paid directly by the Association. The right of the Management Agent or other designee to appoint the Board of Directors shall continue until the first annual meeting at which the Owners are willing and able to elect a Board of Directors of Owners who desire to serve as Directors.

Section 8. Liability of Board Members.

Neither any Member of the Board of Directors of the Association nor Declarant shall be personally liable to any Owner, Member or other party, for the damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the Board of Directors, the Declarant or any other representatives or employees of the Declarant, the Board of Directors or the Association.

Section 9. Use of Common Area by Adjacent Developments.

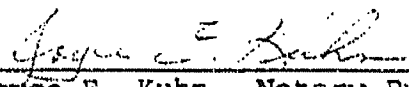
Declarant reserves the right at any time or times in the future to grant the right of the owners of any lots or units located in any subdivisions platted or condominium developments located in Section 33 and/or Section 34 of the Township of Oxford, Michigan and/or Section 4 of the Township of Orion, Michigan, and their families and invited guests, to use and enjoy the Common Area, facilities, equipment and amenities now or hereafter located thereon, including without limitation any lakes or water courses located in The Subdivisions or

LIBER 15342 PC 416

a Michigan Corporation, co-partner on behalf of Curtis/Indianwood, a Michigan Co-Partnership.

My Commission expires:

March 26, 1997


Joyce E. Kuhn, Notary Public
Oakland County, Michigan

THIS INSTRUMENT DRAFTED BY AND
AFTER RECORDING RETURN TO:

Andrew M. Coden, Esq.
2025 West Long Lake, Suite 104
Troy, Michigan 48098

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(Revised 3/24/95)

LAKES OF INDIANWOOD SUBDIVISION NO. 4

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

11.00 MISCELLANEOUS RECORDING

2.00 REMONUMENTATION

14 NOV 96 1:58 P.M. RECEIPT# 109A

PAID RECORDED - OAKLAND COUNTY

FILED - CLERK/REGISTRAR OF DEEDS

INDIANWOOD LIMITED PARTNERSHIP, a Michigan limited partnership ("Declarant"), having its principal office at 2025 West Long Lake Road, Suite 104, Troy, Michigan 48098, being the owner of the following described lands, herewith forms this Supplemental Declaration of Covenants and Restrictions this 20th day of September, 1996, and they shall run with and bind the lands hereinafter described, and shall inure to the benefit of, and be enforceable by, the owner of any land subject thereto, their respective legal representatives, heirs, successors and assigns, and in accordance with the provisions of Act No. 288, Public Acts of 1967 of the State of Michigan (the "Subdivision Control Act of 1967")

A. LAND COVERED BY THIS SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS:

Lots 46 through 109, both inclusive, and Deer Path Trail Park North and Duck Lake Park West, of Lakes of Indianwood Subdivision No. 4, of part of the Northeast 1/4 and Southeast 1/4 of Section 33 and part of the Southwest 1/4 of section 34, T.5N., R.10E., Oxford Township, Oakland County, Michigan, according to the Plat thereof as recorded in Liber 249, Pages 38 through 50, inclusive, Oakland County Records.

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B. COVENANTS AND RESTRICTIONS APPLICABLE TO LOTS 46 THROUGH 109, BOTH INCLUSIVE ("SUBDIVISION NO. 4"):

a. No filling, grading, alteration or occupation of the 100 Year Flood Plain limit for Duck Lake, as shown on the recorded plat of Subdivision No. 4, will be allowed without the approval of the Michigan Department of Environmental Quality. The 100 Year Flood Plain limit for Duck Lake is elevation 1000.2 (N.G.V. datum) within the confines of Subdivision 4.

b. No building used or capable of being used for residential purposes and occupancy shall be constructed on any lot in Subdivision No. 4 unless the lowest floor, including basement floors, is constructed and maintained at or above elevation 1000.2 (N.G.V. datum).

c. No lot shall be used for other than construction of single family dwellings.

d. Preservation of Wetlands.

Section 1. Part of Lots 46 through 76, inclusive, 91, 92, 100, 101, 108 and 109 and portions of the Common Area within Subdivision No. 4 are within wetland areas. "Private Conservation Preservation Easements" have been granted to the State of Michigan Department of Environmental Quality ("MDEQ") as depicted on the plat of Subdivision No. 4. Declarant reserves the right to enter into an easement agreement or agreements with the MDEQ in order to set forth the terms and conditions of such easements. All property covered by such easement is herein referred to as "Wetlands".

Section 2. Except as may be approved by both the Michigan Department of Environmental Quality and the Township of Oxford, the Wetlands shall not be filled, graded, improved, landscaped, altered or disturbed for any purpose in any manner whatsoever and no underground improvement or utilities shall be installed within the Wetlands, in order to protect and preserve the Wetlands. Without limiting the foregoing restriction, the creation

04-34-300-011
04-33-227-007
04-33-227-006
04-33-476-002

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of lawn or beach areas within the Wetlands is strictly prohibited, provided that a riparian owner shall not be deprived of his rights to access, dockage, use and title to natural accretions associated with his ownership of water frontage.

Section 3. Nothing contained in this Preservation of Wetlands provision shall be construed to limit or prohibit within the Wetlands the removal of diseased or dying trees, the trimming or removal of trees which could or might reasonably be expected to cause injury to persons or property if left untended, or the cleaning and clearing of scrub vegetation.

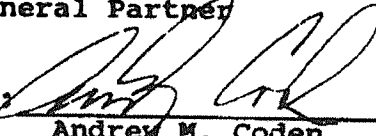
C. RESTRICTIONS ENFORCEABLE IN PERPETUITY:

The foregoing Covenants and Restrictions shall run with and bind the lands above described, in perpetuity, and may be enforced in the manner permitted by law, by any person or persons owning real property within Subdivision No. 4, and by any public body having jurisdiction under the provisions of Section 254 of Act No. 288, Public Acts of 1967 of the States of Michigan, against anyone who has or acquires an interest in the land subject to these Covenants and Restrictions.

Signed in the Presence of:

Signed by:
INDIANWOOD LIMITED PARTNERSHIP
a Michigan limited partnership
BY: BILTMORE PROPERTIES CORPORATION
a Michigan corporation,
General Partner



Carol E. Misner

By: 
Andrew M. Coden
Its Vice-President


Theresa D. Pate

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The within instrument was acknowledged before me this 20th day of September, 1996, by Andrew M. Coden, Vice-President of Biltmore Properties Corporation, a Michigan corporation, General Partner of Indianwood Limited Partnership, a Michigan limited partnership, on behalf of the partnership.


Theresa D. Pate, Notary Public
Oakland County, Michigan

My Commission expires: 6/9/98

DRAFTED BY AND
WHEN RECORDED
RETURN TO:

Andrew M. Coden
2025 West Long Lake Road
Suite 104
Troy, MI 48098

s:\legal\iw4\sub4sup.res
08/14/96

CONSENT OF MORTGAGEE

NBD BANK, a Michigan banking corporation, whose address is 611 Woodward, Detroit, Michigan 48226, mortgagee of portions of Lake of Indianwood Subdivision No. 4, pursuant to a Mortgage recorded at Liber 15782, Page 352, Oakland County Records, consents to the foregoing Supplementary Declaration of Covenants and Restrictions and agrees that its Mortgages shall be subordinate and subject to the foregoing Supplementary Declaration of Covenants and Restrictions.

WITNESSES:

NBD BANK
a Michigan banking corporation

Carol E. Misner
Carol E. Misner

By: Robert Lawrence
Robert Lawrence

Theresa D. Pate
Theresa D. Pate

Its: VICE PRESIDENT

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

The foregoing was acknowledged before me this 20th day of September, 1996, by ROBERT LAWRENCE, VICE PRESIDENT of NBD BANK, a Michigan banking corporation, on behalf of said corporation.

Theresa D. Pate
Theresa D. Pate, Notary Public
Oakland County, Michigan *
My Commission Expires: 6/9/98
*Acting in Wayne County, Michigan

168460897

19.00 MISCELLANEOUS RECORDING
\$ 2.00 REDEMPTION
18 DEC 96 10:08 A.M. RECEIPT # 138
PAID RECORDED - OAKLAND COUNTY
W. D. ALLEN, CLERK/REGISTER OF DEEDS

**DECLARATION OF RESTRICTIONS FOR
LAKES OF INDIANWOOD SUBDIVISION NO. 4**

AND

**FIRST AMENDMENT TO RESTATED DECLARATION OF RESTRICTIONS
FOR LAKES OF INDIANWOOD SUBDIVISION NO. 1
AND DECLARATION OF RESTRICTIONS FOR
LAKES OF INDIANWOOD SUBDIVISION NO. 2 AND
FOR LAKES OF INDIANWOOD SUBDIVISION NO. 3**

Dec 18 96 305214

WHEREAS, Indianwood Limited Partnership, a Michigan limited partnership, of 2025 West Long Lake Road, Suite 104, Troy, Michigan 48098, hereinafter referred to as "Declarant", has previously established certain restrictions pursuant to that certain Restated Declaration of Restrictions for Lakes of Indianwood Subdivision No. 1 and Declaration of Restrictions for Lakes of Indianwood Subdivision No. 2 and for Lakes of Indianwood Subdivision No. 3, hereinafter referred to as the "Restrictions", for the benefit of all owners of lots in:

a) Lakes of Indianwood Subdivision No. 1 ("Subdivision No. 1") located in the Township of Orion, Oakland County, Michigan, and more particularly described as:

Lots 1 through 30, both inclusive, and Indianwood Park and Paint Creek Park of Lakes of Indianwood Subdivision No. 1, of part of the Northeast 1/4 of Section 4, T. 4 N., R. 10 E., Township of Orion, Oakland County, Michigan, according to the plat thereof as recorded in Liber 222 of Plats, Pages 15 through 19, both inclusive, Oakland County Records;

b) Lakes of Indianwood Subdivision No. 2 ("Subdivision No. 2") located in the Township of Orion, Oakland County, Michigan, and more particularly described as:

Lots 31 through 36, both inclusive, and Indian Meadows Park and Pinewood Park of Lakes of Indianwood Subdivision No. 2, of part of the Northeast 1/4 of Section 4. T.4N., R.10E., Township of Orion, Oakland County, Michigan, according to the plat thereof as recorded in Liber 238 of Plats, Pages 27 through 29, both inclusive, Oakland County Records; and

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c) Lakes of Indianwood Subdivision No. 3 ("Subdivision No. 3") located in the Township of Oxford, Oakland County, Michigan, and more particularly described as:

Lots 37 through 45, both inclusive, and Deer Path Trail Park East, Deer Path Trail Park West and Pinewood Park North of Lakes of Indianwood Subdivision No. 3, of part of the Southeast 1/4 of Section 33 and the Southwest 1/4 of Section 34, T.5N., R.10E., Township of Oxford, Oakland County, Michigan, according to the plat thereof as recorded in Liber 239 of Plats, Pages 4 through 7, both inclusive, Oakland County Records.

which Restrictions are recorded in Liber 15342, Pages 392 through 417, both inclusive, Oakland County Records; and

15342

WHEREAS, the Declarant is the owner in fee simple of Lakes of Indianwood Subdivision No. 4 ("Subdivision No. 4"), located in the Township of Oxford, Oakland County, Michigan, and more particularly described as:

Lots 46 through 109, both inclusive, and Deer Path Trail Park North and Duck Lake Park West, of Lakes of Indianwood Subdivision No. 4, of part of the Northeast 1/4 and Southeast 1/4 of Section 33 and part of the Southwest 1/4 of Section 34, T.5N., R.10E., Oxford Township, Oakland County, Michigan, according to the plat

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*Ent 09-04-252-000 Lakes of Indianwood #1
Ent 09-04-226-000 Lakes of Indianwood #2
Ent 04-33-477-000 Lakes of Indianwood #3
Ent 04-33-476-000 Lakes of Indianwood #4*

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thereof as recorded in Liber 249 of Plats, Pages 38 through 50, both inclusive, Oakland County Records; and

WHEREAS, Article XI, Section 3 of the Restrictions in part provides that "...Declarant, without the consent, vote, signature or approval of any Owner, the Association or any Members thereof, may ... amend, change or replace [the Restrictions]... as Declarant in its sole discretion deems necessary or desirable, including without limitation for the purpose of adding residential lots, condominium units and/or Common Area to the Association and making [the Restrictions] apply to such lots, condominium units and/or Common Area"; and

WHEREAS, Article XI, Section 4 of the Restrictions provides that "Declarant reserves the right at any time or times in the future to amend [the Restrictions] by adding to it one or more additional subdivisions of land or condominium developments located in Section 33 and/or Section 34 of the Township of Oxford and/or Section 4 of the Township of Orion, Michigan, hereafter developed and platted by Declarant or its assigns"; and

WHEREAS, Declarant desires to make the Restrictions applicable to each lot located within Subdivision No. 4, which is entirely located within Sections 33 and 34 of the Township of Oxford, and desires to establish additional restrictions applicable to Subdivision No. 4; and

WHEREAS, Declarant desires to amend the Restrictions as set forth below.

NOW, THEREFORE, in consideration of the premises and the conditions, restrictions, covenants, agreements, easements, charges and liens contained herein, the Restrictions are hereby amended and additional conditions, restrictions, covenants, agreements, easements, charges and liens are hereby established as follows:

1. Except as modified below, all of the conditions, restrictions, covenants, agreements, easements, charges and liens, and the recitals set forth herein and in the Restrictions, are hereby made applicable to each and every lot in Subdivision No. 4 and to its Deer Path Trail Park North and Duck Lake Park West (the "Subdivision No. 4 Common Area").

2. Except as stated below, all of the conditions, restrictions, covenants and agreements, easements, charges and liens, and the recitals set forth in the Restrictions and herein, shall continue to be applicable to each and every lot in Subdivision No. 1, Subdivision No. 2 and Subdivision No. 3, and to the Common Area described in the Restrictions.

3. The Restrictions provide for the establishment of the Lakes of Indianwood Subdivision Association (the "Association"). The Association is now in existence. Membership in the Association, and payment of the Association assessments set forth in the Restrictions, is mandatory for each and every Owner of a lot in Subdivision No. 1, Subdivision No. 2 and Subdivision No. 3 and shall be mandatory for each and every Owner of a lot in Subdivision No. 4.

4. The Subdivision No. 4 Common Area shall be "Common Area" as such term is used in Section 2 of Article I of the Restrictions. The Common Area described in the Restrictions and the Subdivision No. 4 Common Area are reserved for the use and enjoyment of each of the Owners of lots located either in Subdivision No. 1, Subdivision No. 2, Subdivision No. 3 or Subdivision No. 4.

5. Declarant or its assigns shall convey the Subdivision No. 4 Common Area to the Association within six (6) months following the conveyance by Declarant of any lot or lots in Subdivision No. 4.

6. The following provisions are added to the restrictions and are applicable only to Subdivision No. 4:

a. Flood Plain Limit.

No filling, grading, alteration or occupation of the 100 Year Flood Plain limit for Duck Lake, as shown on the recorded plat of Subdivision No. 4, will be allowed without the approval of the Michigan Department of Natural Resources. The 100 Year Flood Plain limit for Duck Lake is elevation 1000.2 (N.G.V. datum) within the confines of Subdivision No. 4.

No building used or capable of being used for residential purposes and occupancy shall be constructed on any lot in Subdivision No. 4 unless the lowest floor, including basement floors, is constructed and maintained at or above elevation 1000.2 (N.G.V. datum).

The restrictions and conditions imposed in this Paragraph a. shall be observed in perpetuity, shall not be amended, and are hereby excluded from the time limitation set forth in Section 3 of Article XI of the Restrictions regarding the duration of the covenants and restrictions contained therein.

b. Easements.

Private easements for public utilities have been granted and reserved on the plat of Subdivision No. 4. Without limiting the use of these easements by other permitted parties and utilities, the Detroit Edison Company is specifically granted the right of access to and from these easements reserved for public utilities for the purpose of constructing, reconstructing, modifying, adding to, operating and maintaining utility line facilities consisting of poles, guys, anchors, wires, manholes, conduits, pipes, cables, transformers and accessories. Accordingly, no buildings or other permanent structures shall be placed in the easement areas without the prior written consent of Detroit Edison Company and all municipalities and governmental authorities having jurisdiction. Detroit Edison Company shall be permitted to trim, cut down, remove or otherwise control any trees, bushes, branches and roots within the easement (or that could grow into the easement) and remove structures and fences in the easement area which Detroit Edison Company believes could interfere with the safe and reliable construction, operation and maintenance of Detroit Edison Company's facility. No trees, plant life, structures and fences shall be planted, grown, or installed within eight (8') feet of the front door and within two (2') feet of the other sides of transformers and switching cabinet enclosures. Detroit Edison Company shall not be responsible for damages to or removal of trees, plant life, structures and fences placed in front of transformer doors within such required clearance areas. Prior to the installation by Detroit Edison Company of its subdivision utility facilities, Declarant shall grade the easement area to within four (4") inches of the final grade shown on the approved Master Grading Plan of Subdivision No. 4. Following grading by the Declarant, each Owner shall, to the extent the easement is located on his lot, maintain this grading elevation. Each Owner shall be responsible to reimburse Detroit Edison Company for any repairs required as a result of damage caused to Detroit Edison Company's utility facilities by the Owner or by the Owner's agents, contractors or invitees.

c. Building Size Minimums.

Notwithstanding the criteria to the contrary set forth in the first sentence of Section 2 of Article VII of the Restrictions, no dwelling shall be permitted on any lot in Subdivision No. 4 unless the living area thereof is not less than 2,200 square feet in the case of a one-story dwelling, not less than 2,500 square feet in the case of a one and one-half story or "split level"

dwelling, and not less than 2,700 square feet in the case of a two-story dwelling, except that in the case of Lots 77 through 81, inclusive, no dwelling shall be permitted unless the living area thereof is not less than 2,200 square feet in the case of a one-story dwelling, and 2,400 square feet in the case of all other dwellings.

d. Exterior Building Materials.

The visible exterior walls of all dwelling structures in Subdivision No. 4 shall be wood, brick, brick veneer, stucco, dryvit and/or stone in any combination. Notwithstanding the foregoing, not less than sixty-five (65%) percent of each of a) the front elevation of all dwelling structures (all stories included), and b) the first floor (including, to the extent exposed above finish grade, any walkout basement and/or basement walls) of each side elevation and of the rear elevation of all dwelling structures, shall be faced with brick, stone and/or other materials approved by the Architectural Control Committee. Windows and doors shall not be included in calculating the total area of visible exterior walls. The use of exterior aluminum and/or vinyl siding is not permitted. The Architectural Control Committee may grant such exceptions to the restrictions set forth in this paragraph as it deems suitable, in its sole discretion.

e. Chimneys.

The exterior of all chimney chutes and chases attached to and located on the exterior of the front or any side elevation of any dwelling structure shall be completely covered by brick. The Architectural Control Committee may in its sole discretion grant such exceptions to this restriction as it deems suitable, as for example when extreme grade variations on a given lot cause the cost of bricking a chimney attached to the side of a dwelling to be excessive.

f. Minimum Yards.

No building shall be erected or maintained on any lot in Subdivision No. 4 which is nearer than forty (40') feet to the front lot line, ten (10') feet to the side lot line on one side, or thirty-five (35') feet to the rear lot line, nor shall the total of both side yards be less than thirty (30') feet in width with regard to interior lots. As to corner lots, any side yard abutting a street shall be considered a front yard for purposes of this Section 6.f. Approval of a variance by both the Architectural Control Committee and by the Oxford Township Board of Appeals permitting front, rear or side yards smaller than the above minimums shall be deemed a valid waiver of this restriction.

g. Minimum Lot Size.

No dwelling shall be erected, altered, placed on or permitted to remain on any lot in Subdivision No. 4 unless such lot or site has a width at the front building setback line of at least one hundred thirty (130') feet and an area of at least twenty thousand (20,000) square feet.

h. Tree Removal.

(1) Except for trees located either (a) within the driveway serving the dwelling structure constructed on the lot, or (b) within ten (10') feet of the dwelling structure constructed on the lot, no tree having a trunk diameter of six (6") inches or greater, as measured four (4') feet above existing grade, shall be removed from any lot, or relocated on the lot, without the prior approval of the Architectural Control Committee.

(2) Any area on any lot where scrub or undergrowth is removed shall promptly be seeded, sodded, planted with appropriate vegetation or otherwise landscaped to avoid soil erosion.

(3) No person shall perform any act or fail to perform any act which could result in damage to or destruction of trees not permitted to be removed.

(4) Nothing contained herein shall be construed to limit or prohibit the removal of diseased or dying trees or the trimming or removal of trees which could or might reasonably be expected to cause injury to persons or property if left untended.

i. No Septic Systems.

No septic system shall be installed on any lot in Subdivision No. 4.

j. Water Supply System.

Dwellings in Subdivision No. 4 shall be served by a potable water supply system. No individual wells serving a single lot, or any other well, shall be installed in Subdivision No. 4 without the prior written permission of Declarant, which permission may be granted or withheld for any reason or for no reason. All wells shall be drilled by a well driller, registered by the State of Michigan, to depths of at least 80 feet with adequate yield. All wells shall be grouted completely through the clay barrier. In the absence of an adequate clay barrier the minimum well depth shall be 100 feet, grouted full length. A completed well log form for each potable water well shall be submitted to Oakland County Health Division within sixty (60) days following completion of such well. Permits, where applicable, for the installation of on-site wells, shall be obtained from the Oakland County Health Division prior to consideration.

Although not considered health related, the elevated hardness of the underground water within Subdivision No. 4 may be aesthetically objectionable. Prospective residents of Subdivision No. 4 are advised that softening or treatment systems may be necessary or desirable for their drinking water.

Oxford Township, although currently in the planning stages, has not yet reached a final determination as to the permanent source of the water supply to serve Subdivision No. 4 in the future. Accordingly, Seller intends to install a Type 3 well system to supply water service to some or all of the lots in Subdivision No. 4. If a municipal water system or a community water system (either such water system, whether public or private, shall be referred to herein as a "Permanent Water System") other than the Type 3 well system becomes available from any source whatsoever to serve the Premises, then the portion of the Type 3 well system located on any given lot and, if applicable, any other well serving the lot, shall be disconnected and abandoned by each affected lot Owner and replaced by the Permanent Water System. By virtue of his acceptance of a deed to a lot in Subdivision No. 4, each lot Owner hereby consents to Declarant causing the Type 3 well system or other well system, if installed, to be disconnected and/or abandoned at such time as the Permanent Water System is approved by Oxford Township and is available to serve Subdivision No. 4, and agrees at such time to connect the residence to be constructed on the Owner's lot to the Permanent Water System. Declarant makes no representation as to whether or when the Permanent Water System will be available.

Each lot Owner shall be obligated to pay when due any and all tap-in, metering, connection, and other fees and expenses (collectively, the "Tap-In Fees"), relating to the connection of the Permanent Water System to the residence to be constructed on the Owner's lot, which may be imposed by any and all

governmental agencies having jurisdiction over the Premises or by the Association, whether imposed prior to, simultaneously with, or subsequent to the connection of said residence to the Permanent Water System. As and when requested by Declarant, the Association and/or any governmental agency, as the case may be, then having jurisdiction over the Type 3 well system, other well system or the Permanent Water System, each lot Owner shall be obligated to share on a pro-rata basis in any and all costs of operation, repair, inspection, maintenance and replacement where necessary of the Type 3 well system, other well system and/or the Permanent Water System, including but not limited to the cost of electricity to run the pumps associated with the Type 3 well system, by making payment as and when directed by Declarant, the Association and/or said governmental agency.

7. a. The following sentence shall replace in its entirety the first sentence of Article I, Section 8 of the Restrictions:

Section 8. "Prior Applicable Restrictions" shall mean and refer to that certain Supplementary Declaration of Covenants and Restrictions applicable to Subdivision No. 2, recorded in Liber 15298, Pages 666 through 668, both inclusive, Oakland County Records, that certain Supplementary Declaration of Covenants and Restrictions applicable to Subdivision No. 3, recorded in Liber 15329, Pages 481 through 484, both inclusive, Oakland County Records, and that certain Supplementary Declaration of Covenants and Restrictions applicable to Subdivision No. 4, recorded in Liber 16763, Pages 765 through 767, both inclusive, Oakland County Records.

b. In the second line of Article VII, Section 13, the word ", dryvit" shall be added following the term "brick veneer".

c. The following sentence shall replace in its entirety the first sentence of Article VIII, Section 1 of the Restrictions:

Section 1. Part of Lot 17 and portions of the Common Area within Subdivision No. 1, part of Lots 31, 34 and 35 and portions of the Common Area within Subdivision No. 2, part of Lots 37 and 40 through 45, inclusive, and portions of the common Area within Subdivision No. 3 and part of Lots 46 through 76 inclusive, and 91, 92, 100, 101, 108, 109 and portions of the Common Area within Subdivision No. 4 are within wetland areas.

8. The Restrictions and the provisions hereof shall be applicable to the present and future owners of lots located in Subdivision No. 1, Subdivision No. 2, Subdivision No. 3 or Subdivision No. 4. All lots located in Subdivision No. 1, Subdivision No. 2, Subdivision No. 3 or Subdivision No. 4 shall be used, held and/or sold expressly subject to the conditions, restrictions, covenants, agreements, easements, charges and liens set forth in the Restrictions and as provided herein, which conditions, restrictions, covenants, agreements, easements, charges and liens shall be incorporated by reference in all deeds of conveyance and contracts for the sale of said lots and shall run with the land and be binding upon all grantees and assigns and their respective heirs, personal representatives, successors and assigns.

9. All conditions, restrictions, covenants, agreements, easements, charges and liens in the Restrictions which are not herein specifically amended shall continue in full force and effect.

10. The invalidity of any of the conditions, restrictions, covenants, agreements, easements, charges and liens in the Restrictions or herein shall not affect the remaining portions thereof or hereof, and in such event the Restrictions as amended

LIBER 18165 136

15.00 MISCELLANEOUS RECORDING
27.00 RECONSTRUCTION
3 MAR 98 1:13 P.M. RECEIPT# 1168
PAID RECORDED - OAKLAND COUNTY
LYNN O. ALLEN, CLERK/REGISTER OF DEEDS

**DECLARATION OF RESTRICTIONS FOR
LAKES OF INDIANWOOD SUBDIVISION NO. 5
AND
SECOND AMENDMENT TO RESTATED DECLARATION OF RESTRICTIONS
FOR LAKES OF INDIANWOOD SUBDIVISION NO. 1, 2, 3 AND 4**

WHEREAS, Indianwood Limited Partnership, a Michigan limited partnership, of 2025 West Long Lake Road, Suite 104, Troy, Michigan 48098, hereinafter referred to as "Declarant", has previously established certain restrictions pursuant to that certain "Restated Declaration of Restrictions for Lakes of Indianwood Subdivision No. 1 and Declaration of Restrictions for Lakes of Indianwood Subdivision No. 2 and for Lakes of Indianwood Subdivision No. 3", hereinafter referred to as the "Original Restrictions", for the benefit of all owners of lots in:

83-121038

a) Lakes of Indianwood Subdivision No. 1 ("Subdivision No. 1") located in the Township of Orion, Oakland County, Michigan, and more particularly described as:

Lots 1 through 30, both inclusive, and Indianwood Park and Paint Creek Park of Lakes of Indianwood Subdivision No. 1, of part of the Northeast 1/4 of Section 4, T. 4 N., R. 10 E., Township of Orion, Oakland County, Michigan, according to the plat thereof as recorded in Liber 222 of Plats, Pages 15 through 19, both inclusive, Oakland County Records; 09-04-252-000 ENTIRE
09-04-202-013 Indianwood Park
09-04-201-008 Paint Creek Park

222015

b) Lakes of Indianwood Subdivision No. 2 ("Subdivision No. 2") located in the Township of Orion, Oakland County, Michigan, and more particularly described as:

Lots 31 through 36, both inclusive, and Indian Meadows Park and Pinewood Park of Lakes of Indianwood Subdivision No. 2, of part of the Northeast 1/4 of Section 4, T.4N., R.10E., Township of Orion, Oakland County, Michigan, according to the plat thereof as recorded in Liber 238 of Plats, Pages 27 through 29, both inclusive, Oakland County Records; and 09-04-226-000 ENTIRE
09-04-226-009 Pinewood Park
09-04-228-001 Indian Meadows Park

c) Lakes of Indianwood Subdivision No. 3 ("Subdivision No. 3") located in the Township of Oxford, Oakland County, Michigan, and more particularly described as:

Lots 37 through 45, both inclusive, and Deer Path Trail Park East, Deer Path Trail Park West and Pinewood Park North of Lakes of Indianwood Subdivision No. 3, of part of the Southeast 1/4 of Section 33 and the Southwest 1/4 of Section 34, T.5N., R.10E., Township of Oxford, Oakland County, Michigan, according to the plat thereof as recorded in Liber 239 of Plats, Pages 4 through 7, both inclusive, Oakland County Records. 04-33-477-000 ENTIRE
04-33-476-004 Deer Path Trail Park West
04-34-351-001 Deer Path Trail Park East

which Original Restrictions are recorded in Liber 15342, Pages 392 through 417, both inclusive, Oakland County Records; and 04-33-477-001 Pinewood Park North

15.00
x 2.00
B

WHEREAS, the Declarant has also established certain other covenants and Restrictions pursuant to that certain "Declaration of Restrictions for Lakes of Indianwood Subdivision No. 4 and First Amendment to Restated Declaration of Restrictions for Lakes of Indianwood Subdivision No. 1 and Declaration of Restrictions for Lakes of Indianwood Subdivision No. 2 and for Lakes of Indianwood Subdivision No. 3" (the "Amendment"), which Amendment is recorded in Liber 16846, Pages 897 through 903, both inclusive, Oakland County Records, for the benefit of all owners of lots in Lakes of Indianwood Subdivision No. 4 ("Subdivision No. 4"), located in the Township of Oxford, Oakland County, Michigan, and more particularly described as:

O.K. - MJ

Lots 46 through 109, both inclusive, and Deer Path Trail Park North and Duck Lake Park West, of Lakes of Indianwood Subdivision No. 4, of part of the Northeast 1/4 and Southeast 1/4 of Section 33 and part of the Southwest 1/4 of Section 34, T. 5 N., R. 10 E., Oxford Township, Oakland County, Michigan, according to the Plat thereof, as recorded in Liber 249 of Plats, Pages 38 through 50, both inclusive, Oakland County Records; *C4-33-476-000 ENTIRE*

the Original Restrictions as amended by the Amendment are hereinafter referred to as the "Restrictions"; and *C4-34-328-002* — *Deer Path Trail Park North*

WHEREAS, the Declarant is the owner in fee simple of Lakes of Indianwood Subdivision No. 5 ("Subdivision No. 5"), located in the Township of Oxford, Oakland County, Michigan, and more particularly described as:

Lots 110 through 130, both inclusive, of Lakes of Indianwood Subdivision No. 5, of part of the Northeast 1/4 of Section 33, T. 5 N., R. 10 E., Oxford Township, Oakland County, Michigan, according to the plat thereof as recorded in Liber 257 of Plats, Pages 1 through 4, both inclusive, Oakland County Records; and *C4-33-481-000 ENTIRE*

WHEREAS, Article XI, Section 3 of the Restrictions in part provides that "...Declarant, without the consent, vote, signature or approval of any Owner, the Association or any Members thereof, may ... amend, change or replace [the Restrictions]... as Declarant in its sole discretion deems necessary or desirable, including without limitation for the purpose of adding residential lots, condominium units and/or Common Area to the Association and making [the Restrictions] apply to such lots, condominium units and/or Common Area"; and

WHEREAS, Article XI, Section 4 of the Restrictions provides that "Declarant reserves the right at any time or times in the future to amend [the Restrictions] by adding to it one or more additional subdivisions of land or condominium developments located in Section 33 and/or Section 34 of the Township of Oxford and/or Section 4 of the Township of Orion, Michigan, hereafter developed and platted by Declarant or its assigns"; and

WHEREAS, Declarant desires to make the Restrictions applicable to each lot located within Subdivision No. 5, which is entirely located within Section 33 of the Township of Oxford, and desires to establish additional restrictions applicable to Subdivision No. 5; and

WHEREAS, Declarant desires to amend the Restrictions as set forth below.

NOW, THEREFORE, in consideration of the premises and the conditions, restrictions, covenants, agreements, easements, charges and liens contained herein, the Restrictions are hereby amended and additional conditions, restrictions, covenants, agreements, easements, charges and liens are hereby established as follows:

1. Except as modified below, all of the conditions, restrictions, covenants, agreements, easements, charges and liens, and the recitals set forth herein and in the Restrictions, are hereby made applicable to each and every lot in Subdivision No. 5.

2. Except as stated below, all of the conditions, restrictions, covenants and agreements, easements, charges and liens, and the recitals set forth in the Restrictions and herein, shall continue to be applicable to each and every lot in Subdivision No. 1, Subdivision No. 2, Subdivision No. 3 and Subdivision No. 4 and to the Common Area described in the Restrictions.

3. The Restrictions provide for the establishment of the Lakes of Indianwood Subdivision Association (the "Association"). The Association is now in existence. Membership in the Association, and payment of the Association assessments set forth in the Restrictions, is mandatory for each and every Owner of a lot in Subdivision No. 1, Subdivision No. 2, Subdivision No. 3 and Subdivision No. 4 and shall be mandatory for each and every Owner of a lot in Subdivision No. 5.

4. The Common Area described in the Restrictions is hereby reserved for the use and enjoyment of each of the Owners of lots located either in Subdivision No. 1, Subdivision No. 2, Subdivision No. 3, Subdivision No. 4 or Subdivision No. 5.

5. The following provisions are added to the restrictions and are applicable only to Subdivision No. 5:

a. Easements.

Private easements for public utilities have been granted and reserved on the plat of Subdivision No. 5. Without limiting the use of these easements by other permitted parties and utilities, the Detroit Edison Company is specifically granted the right of access to and from these easements reserved for public utilities for the purpose of constructing, reconstructing, modifying, adding to, operating and maintaining utility line facilities consisting of poles, guys, anchors, wires, manholes, conduits, pipes, cables, transformers and accessories. Accordingly, no buildings or other permanent structures shall be placed in the easement areas without the prior written consent of Detroit Edison Company and all municipalities and governmental authorities having jurisdiction. Detroit Edison Company shall be permitted to trim, cut down, remove or otherwise control any trees, bushes, branches and roots within the easement (or that could grow into the easement) and remove structures and fences in the easement area which Detroit Edison Company believes could interfere with the safe and reliable construction, operation and maintenance of Detroit Edison Company's facility. No trees, plant life, structures and fences shall be planted, grown, or installed within eight (8') feet of the front door and within two (2') feet of the other sides of transformers and switching cabinet enclosures. Detroit Edison Company shall not be responsible for damages to or removal of trees, plant life, structures and fences placed in front of transformer doors within such required clearance areas. Prior to the installation by Detroit Edison Company of its subdivision utility facilities, Declarant shall grade the easement area to within four (4") inches of the final grade shown on the approved Master Grading Plan of Subdivision No. 5. Following grading by the Declarant, each Owner shall, to the extent the easement is located on his lot, maintain this grading elevation. Each Owner shall be responsible to reimburse Detroit Edison Company for any repairs required as a result of damage caused to Detroit Edison Company's utility facilities by the Owner or by the Owner's agents, contractors or invitees.

b. Building Size Minimums.

Notwithstanding the criteria to the contrary set forth in the first sentence of Section 2 of Article VII of the Restrictions, no dwelling shall be permitted on any lot in Subdivision No. 5 unless the living area thereof is not less than 2,200 square feet in the case of a one-story dwelling, not less than 2,500 square feet in the case of a one and one-half story or "split level" dwelling, and not less than 2,700 square feet in the case of a two-story dwelling.

c. Exterior Building Materials.

The visible exterior walls of all dwelling structures in Subdivision No. 5 shall be wood, brick, brick veneer, stucco, dryvit and/or stone in any combination. Notwithstanding the foregoing, not less than sixty-five (65%) percent of each of a) the front elevation of all dwelling structures (all stories included), and b) the first floor (including, to the extent exposed above finish grade, any walkout basement and/or basement walls) of each side elevation and of the rear elevation of all dwelling structures, shall be faced with brick, stone and/or other materials approved by the Architectural Control Committee. Windows and doors shall not be included in calculating the total area of visible exterior walls. The use of exterior aluminum and/or vinyl siding is not permitted. The Architectural Control Committee may grant such exceptions to the restrictions set forth in this paragraph as it deems suitable, in its sole discretion.

d. Chimneys.

The exterior of all chimney chutes and chases attached to and located on the exterior of the front or any side elevation of any dwelling structure shall be completely covered by brick. The Architectural Control Committee may in its sole discretion grant such exceptions to this restriction as it deems suitable, as for example when extreme grade variations on a given lot cause the cost of bricking a chimney attached to the side of a dwelling to be excessive.

c. Minimum Yards.

No building shall be erected or maintained on any lot in Subdivision No. 5 which is nearer than forty (40') feet to the front lot line, ten (10') feet to the side lot line on one side, or thirty-five (35') feet to the rear lot line, nor shall the total of both side yards be less than thirty (30') feet in width with regard to interior lots. As to corner lots, any side yard abutting a street shall be considered a front yard for purposes of this Section 6.e. Approval of a variance by both the Architectural Control Committee and by the Oxford Township Board of Appeals permitting front, rear or side yards smaller than the above minimums shall be deemed a valid waiver of this restriction.

f. Minimum Lot Size.

No dwelling shall be erected, altered, placed on or permitted to remain on any lot in Subdivision No. 5 unless such lot or site has a width at the front building setback line of at least one hundred thirty (130') feet and an area of at least twenty thousand (20,000) square feet.

g. Tree Removal.

(1) Except for trees located either (a) within the driveway serving the dwelling structure constructed on the lot, or (b) within ten (10') feet of the dwelling structure constructed on the lot, no tree having a trunk diameter of six (6") inches or greater, as measured four (4') feet above existing grade, shall be removed from any lot, or relocated on the lot, without the prior approval of the Architectural Control Committee.

(2) Any area on any lot where scrub or undergrowth is removed shall promptly be seeded, sodded, planted with appropriate vegetation or otherwise landscaped to avoid soil erosion.

(3) No person shall perform any act or fail to perform any act which could result in damage to or destruction of trees not permitted to be removed.

(4) Nothing contained herein shall be construed to limit or prohibit the removal of diseased or dying trees or the trimming or removal of trees which could or might reasonably be expected to cause injury to persons or property if left untended.

h. No Septic Systems.

No septic system shall be installed on any lot in Subdivision No. 5.

i. Water Supply System.

Dwellings in Subdivision No. 5 shall be served by the Township of Oxford community water supply system (the "Water System"). No individual wells serving a single lot, or any other well, shall be installed in Subdivision No. 5 without the prior written permission of Declarant, which permission may be granted or withheld for any reason or for no reason.

Although not considered health related, the elevated hardness of the water to be supplied by the Water System may be aesthetically objectionable. Prospective residents of Subdivision No. 5 are advised that softening or treatment systems may be necessary or desirable for their drinking water.

Each Subdivision No. 5 lot Owner shall be obligated to pay, when due any and all tap-in, metering, connection, and other fees and expenses (collectively, the "Tap-In Fees"), relating to the connection of the Water System to the residence to be constructed on the Owner's lot, which may be imposed by any and all governmental agencies having jurisdiction over the Premises, whether imposed prior to, simultaneously with, or subsequent to the connection of said residence to the Water System.

6. The following sentence shall replace in its entirety the first sentence of Article VIII, Section 1 of the Restrictions:

88718

LIBER 19695 PAGE 657
 \$15.00 MISC RECORDING
 \$2.00 REINSTATEMENT
 03/18/1999 10:17:30 A.M. RECEIPT# 8544
 PAID RECORDED - OAKLAND COUNTY
 G. WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

LAKES OF INDIANWOOD SUBDIVISION NO. 6
AS RECORDED IN LIBER 267 Pages 6, 7, 8, 9, 10, 11, 12, 13 & 14 O.C.R.
SUPPLEMENTARY DECLARATION OF
COVENANTS AND RESTRICTIONS

INDIANWOOD LIMITED PARTNERSHIP, a Michigan limited partnership ("Declarant"), having its principal office at 2025 West Long Lake Road, Suite 104, Troy, Michigan 48098, being the owner of the following described lands, herewith forms this Supplemental Declaration of Covenants and Restrictions this 31st day of August, 1998, and they shall run with and bind the lands hereinafter described, and shall inure to the benefit of, and be enforceable by, the owner of any land subject thereto, their respective legal representatives, heirs, successors and assigns, and in accordance with the provisions of Act No. 288, Public Acts of 1967 of the State of Michigan (the "Subdivision Control Act of 1967")

A. LAND COVERED BY THIS SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS:

Lots 131 through 168, both inclusive, and Arrowhead Park, Boyd Park, Bridge Park and Walkway Park, of Lakes of Indianwood Subdivision No. 6, part of the Southwest 1/4 of section 34, T.5N., R.10E., Oxford Township, Oakland County, Michigan, according to the Plat thereof as recorded in Liber 267 . Pages 6 through 14, inclusive, Oakland County Records.

207006

B. COVENANTS AND RESTRICTIONS APPLICABLE TO LOTS 131 THROUGH 139, BOTH INCLUSIVE, AND LOT 166 ("SUBDIVISION NO. 6"):

1. No filling, grading, alteration or occupation of the 100 Year Flood Plain limit for Duck Lake, as shown on the recorded plat of Subdivision No. 6, will be allowed without the approval of the Michigan Department of Environmental Quality. The 100 Year Flood Plain limit for Duck Lake is elevation 1000.2 (N.G.V. datum) within the confines of Subdivision 6.
2. No building used or capable of being used for residential purposes and occupancy shall be constructed on lots 131 through 139 inclusive and lot 166 in Subdivision No. 6 unless the lowest floor, including basement floors, is constructed and maintained at or above elevation 1000.2 (N.G.V. datum).
3. No lot shall be used for other than construction of single family dwellings.

C. COVENANTS AND RESTRICTIONS APPLICABLE TO LOTS 141 THROUGH 155, BOTH INCLUSIVE, ("SUBDIVISION NO. 6"):

1. No filling, grading, alteration or occupation of the 100 Year Flood Plain limit for Indianwood Lake, as shown on the recorded plat of Subdivision No. 6, will be allowed without the approval of the Michigan Department of Environmental Quality. The 100 Year Flood Plain limit for Indianwood Lake is elevation 995.0 (N.G.V. datum) within the confines of Subdivision 6.

5P
R

O.K. - KB

2. No building used or capable of being used for residential purposes and occupancy shall be constructed on lots 141 through 155 inclusive in Subdivision No. 6 unless the lowest floor, including basement floors, is constructed and maintained at or above elevation 995.0 (N.G.V. datum).

3. No lot shall be used for other than construction of single family dwellings.

D. PRESERVATION OF WETLANDS:

Section 1. Part of Lots 131 through 139, inclusive, 141 through 155, inclusive, 158 and 162 through 166, inclusive, and portions of the Common Areas within Subdivision No. 6 are within wetland areas. "Private Conservation Preservation Easements" have been granted to the State of Michigan Department of Environmental Quality ("MDEQ") as depicted on the plat of Subdivision No. 6. Declarant reserves the right to enter into an easement agreement or agreements with the MDEQ in order to set forth the terms and conditions of such easements. All property covered by such easement is herein referred to as "Wetlands". Such easement may cover property that is not a wetland.

Section 2. Except as may be approved by both the Michigan Department of Environmental Quality and the Township of Oxford, the Wetlands shall not be filled, graded, improved, landscaped, altered or disturbed for any purpose, in order to protect and preserve the Wetlands. Without limiting the foregoing restriction, the creation of lawn or beach areas within the Wetlands is strictly prohibited, provided that a riparian owner shall not be deprived of his rights to access, dockage, use and title to natural accretions associated with his ownership of water frontage.

Section 3. Nothing contained in this Preservation of Wetlands provision shall be construed to limit or prohibit within the Wetlands the removal of diseased or dying trees, the trimming or removal of trees which could or might reasonably be expected to cause injury to persons or property if left untended, or the cleaning and clearing of scrub vegetation.

E. RESTRICTIONS ENFORCEABLE IN PERPETUITY:

The foregoing Covenants and Restrictions shall run with and bind the lands above described, in perpetuity, and may be enforced in the manner permitted by law, by any person or persons owning real property within Subdivision No. 6, and by any public body having jurisdiction under the provisions of Section 254 of Act No. 288, Public Acts of 1967 of the States of Michigan, against anyone who has or acquires an interest in the land subject to these Covenants and Restrictions.

Signed in the Presence of:

Signed by:

Carol E. Misner
Carol E. Misner

INDIANWOOD LIMITED PARTNERSHIP
a Michigan limited partnership

By: **BILTMORE PROPERTIES CORPORATION**
a Michigan corporation, General Partner

Joyce E. Kelly
Joyce E. Kelly


By: Jack R. Carnahan
Jack R. Carnahan
Its Vice-President

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The within instrument was acknowledged before me this 25th day of November, 1998, by Jack R. Carnahan, Vice-President of Biltmore Properties Corporation, a Michigan corporation, General Partner of Indianwood Limited Partnership, a Michigan limited partnership, on behalf of the partnership.

My Commission expires:

June 23, 2001



Joyce E. Kelly, Notary Public
Oakland County, Michigan

DRAFTED BY AND WHEN RECORDED RETURN TO:

Jack R. Carnahan
2025 West Long Lake Road, Suite 104
Troy, Michigan 48098


SALEGALIW6IW6 SUPPLEMENTARY RESTRICTIONS


CONSENT OF MORTGAGEE

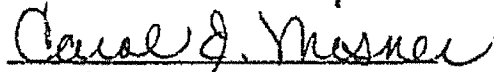
STANDARD FEDERAL BANK, a federal savings bank, whose address is 2600 W. Big Beaver, Troy, Michigan 48084, mortgagee of portions of Lakes of Indianwood Subdivision No. 6, pursuant to a Mortgage recorded at Liber _____, Page _____, Oakland County Records, consents to the foregoing Supplementary Declaration of Covenants and Restrictions and agrees that its Mortgages shall be subordinate and subject to the foregoing Supplementary Declaration of Covenants and Restrictions.

WITNESSES:

STANDARD FEDERAL BANK
a Federal savings bank


Joyce E. Kelly

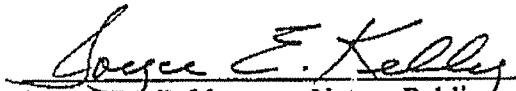
By: 
Garry D. Boyer
Its Vice President


Carol E. Misner

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing was acknowledged before me this 25th day of November, 1998, by Garry D. Boyer, Vice President of Standard Federal Bank, a federal savings bank, on behalf of said bank.

My Commission expires:
June 23, 2001


Joyce E. Kelly, Notary Public
Oakland County, Michigan

SALEGALAIW6IIV6 SUPPLEMENTARY RESTRICTIONS

"EXHIBIT A"

"LAKE'S OF INDIANWOOD SUB. NO. 6" Part of the Southwest 1/4 of Section 34, T.5N., R.10E., Oxford Township, Oakland County, Michigan. Beginning at a point which is N89°27'40"E 1360.34 ft. along the South line of Section 34 and the North line of "Supervisor's Plat No. 7" (Liber 7 of Plats, Page 47, Oakland County Records) from the Southwest corner of Section 34, T.5N., R.10E.; thence N00°32'20"W 30.00 ft.; thence N42°40'04"E 166.52 ft.; thence Northerly 122.19 ft. along the arc of a curve to the right (Radius of 60.00 ft., central angle of 116°41'08", long chord bears N19°54'12"W 102.14 ft.); thence N38°26'22"E 13.17 ft.; thence S76°56'51"W 151.46 ft. to traverse point "A"; thence S76°56'51"W 27 ft. to the shoreline of Duck Lake; thence Northerly 2927 ft. along the shoreline of Duck Lake; thence leaving the shoreline of Duck Lake S68°20'35"E 37 ft. to traverse point "B", said point being located along an intermediate traverse line for the next seven (7) courses: N13°03'09"W 417.24 ft. and N73°49'56"W 407.47 ft. and N31°54'31"E 342.05 ft. and N12°02'33"W 314.41 ft. and N21°31'05"E 423.06 ft. and N54°42'32"W 119.16 ft. and N69°47'47"E 230.18 ft. from traverse point "A"; thence S68°20'35"E 212.73 ft.; thence N70°30'52"E 161.14 ft.; thence S54°25'58"E 210.00 ft.; thence S35°34'02"W 42.87 ft.; thence Southwesterly 30.00 ft. along the arc of a curve to the right (Radius of 330.00 ft., central angle of 05°12'31", long chord bears S38°10'18"W 29.99 ft.); thence S75°47'13"E 184.26 ft.; thence S14°47'51"E 109.28 ft.; thence S46°24'50"E 28.72 ft.; thence S20°20'05"E 148.92 ft.; thence S13°15'00"E 288.75 ft. to traverse point "C"; thence S13°15'00"E 35 ft. to the shoreline of Indianwood Lake; thence Southerly 1912 ft. along the shoreline of Indianwood Lake; thence leaving the shoreline of Indianwood Lake S89°27'40"W 63 ft. along said South line of Section 34 and the North line of "Supervisor's Plat No. 7" to traverse point "D", said point being located along the intermediate traverse line for the next nine (9) courses: S76°45'00"W 60.30 ft. and S19°31'24"W 108.44 ft. and S34°01'35"E 150.00 ft. and S45°05'33"E 191.18 ft. and S10°01'43"E 359.99 ft. and N55°03'08"W 224.80 ft. and S49°21'47"W 144.39 ft. and S50°17'49"E 215.49 ft. and S42°57'17"W 341.87 ft. from traverse point "C"; thence S89°27'40"W 490.36 ft. along said South line of Section 34 and the North line of "Supervisor's Plat No. 7" to the point of beginning. Containing 41.94 Acres, more or less, and comprising 38 Lots, numbered 131 through 168, both inclusive and four (4) private parks and plot includes all lands between intermediate traverse line and waters edge.

04-34-300-014

LIBER 19998 PAGE 640
 \$19.00 MISC RECORDING
 \$2.00 REINSTATEMENT
 05/19/1999 02:21:21 P.M. RECEIPT# 34041
 PAID RECORDED - OAKLAND COUNTY
 G. WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

**DECLARATION OF RESTRICTIONS FOR
 LAKES OF INDIANWOOD SUBDIVISION NO. 6
 AND
 THIRD AMENDMENT TO RESTATED DECLARATION OF RESTRICTIONS
 FOR LAKES OF INDIANWOOD SUBDIVISION NO. 1, 2, 3, 4 AND 5**

WHEREAS, Indianwood Limited Partnership, a Michigan limited partnership, of 2025 West Long Lake Road, Suite 104, Troy, Michigan 48098, hereinafter referred to as "Declarant", has previously established certain restrictions pursuant to that certain "Restated Declaration of Restrictions for Lakes of Indianwood Subdivision No. 1 and Declaration of Restrictions for Lakes of Indianwood Subdivision No. 2 and for Lakes of Indianwood Subdivision No. 3", hereinafter referred to as the "Original Restrictions", for the benefit of all owners of lots in:

a) Lakes of Indianwood Subdivision No. 1 ("Subdivision No. 1") located in the Township of Orion, Oakland County, Michigan, and more particularly described as:

Lots 1 through 30, both inclusive, and Indianwood Park and Paint Creek Park of Lakes of Indianwood Subdivision No. 1, of part of the Northeast 1/4 of Section 4, T. 4 N., R. 10 E., Township of Orion, Oakland County, Michigan, according to the plat thereof as recorded in Liber 222 of Plats, Pages 15 through 19, both inclusive, Oakland County Records;

b) Lakes of Indianwood Subdivision No. 2 ("Subdivision No. 2") located in the Township of Orion, Oakland County, Michigan, and more particularly described as:

Lots 31 through 36, both inclusive, and Indian Meadows Park and Pinewood Park of Lakes of Indianwood Subdivision No. 2, of part of the Northeast 1/4 of Section 4, T. 4 N., R. 10 E., Township of Orion, Oakland County, Michigan, according to the plat thereof as recorded in Liber 238 of Plats, Pages 27 through 29, both inclusive, Oakland County Records; and

c) Lakes of Indianwood Subdivision No. 3 ("Subdivision No. 3") located in the Township of Oxford, Oakland County, Michigan, and more particularly described as:

Lots 37 through 45, both inclusive, and Deer Path Trail Park East, Deer Path Trail Park West and Pinewood Park North of Lakes of Indianwood Subdivision No. 3, of part of the Southeast 1/4 of Section 33 and the Southwest 1/4 of Section 34, T. 5 N., R. 10 E., Township of Oxford, Oakland County, Michigan, according to the plat thereof as recorded in Liber 239 of Plats, Pages 4 through 7, both inclusive, Oakland County Records.

which Original Restrictions are recorded in Liber 15342, Pages 392 through 417, both inclusive, Oakland County Records; and

WHEREAS, the Declarant has also established certain other covenants and Restrictions pursuant to that certain "Declaration of Restrictions for Lakes of Indianwood Subdivision No. 4 and First Amendment to Restated Declaration of Restrictions for Lakes of Indianwood Subdivision No. 1 and Declaration of Restrictions for Lakes of Indianwood Subdivision No. 2 and for Lakes of Indianwood Subdivision No. 3" (the "Amendment"), which Amendment is recorded in Liber 16846, Pages 897 through 903, both inclusive, Oakland County Records, for the benefit of all owners of lots in Lakes of Indianwood Subdivision No. 4 ("Subdivision No.

O.K. - LG

4"), located in the Township of Oxford, Oakland County, Michigan, and more particularly described as:

Lots 46 through 109, both inclusive, and Deer Path Trail Park North and Duck Lake Park West, of Lakes of Indianwood Subdivision No. 4, of part of the Northeast 1/4 and Southeast 1/4 of Section 33 and part of the Southwest 1/4 of Section 34, T. 5 N., R. 10 E., Oxford Township, Oakland County, Michigan, according to the Plat thereof, as recorded in Liber 249 of Plats, Pages 38 through 50, both inclusive, Oakland County Records;

WHEREAS, the Declarant has also established certain other covenants and Restrictions pursuant to that certain "Declaration of Restrictions for Lakes of Indianwood Subdivision No. 5 and Second Amendment to Restated Declaration of Restrictions for Lakes of Indianwood Subdivision No. 1 and Declaration of Restrictions for Lakes of Indianwood Subdivision No. 2 and for Lakes of Indianwood Subdivision No. 3" (the "Second Amendment"), which Second Amendment is recorded in Liber 18165, Pages 136 through 140, both inclusive, Oakland County Records, for the benefit of all owners of lots in Lakes of Indianwood Subdivision No. 5 ("Subdivision No. 5"), located in the Township of Oxford, Oakland County, Michigan, and more particularly described as:

Lots 110 through 130, both inclusive, of Lakes of Indianwood Subdivision No. 5, of part of the Northeast 1/4 of Section 33, T.5 N., R.10 E., Oxford Township, Oakland County, Michigan, according to the plat thereof as recorded in Liber 257 of Plats, Pages 1 through 4, both inclusive, Oakland County Records; and

WHEREAS, the Original Restrictions as amended by the Amendment and Second Amendment are hereinafter referred to as the "Restrictions"; and

WHEREAS, the Declarant is the owner and proprietor of Lakes of Indianwood Subdivision No. 6 ("Subdivision No. 6"), located in the Township of Oxford, Oakland County, Michigan, described on Exhibit A attached hereto and more particularly described as:

Lots 131 through 168, both inclusive, and Arrowhead Park, Boyd Park, Bridge Park and Walkway Park, of Lakes of Indianwood Subdivision No. 6, part of the Southwest 1/4 of section 34, T.5N., R.10E., Oxford Township, Oakland County, Michigan, according to the Plat thereof as recorded in Liber 267, Pages 6 through 14, inclusive, Oakland County Records;

WHEREAS, Article XI, Section 3 of the Restrictions in part provides that "...Declarant, without the consent, vote, signature or approval of any Owner, the Association or any Members thereof, may ... amend, change or replace [the Restrictions]... as Declarant in its sole discretion deems necessary or desirable, including without limitation for the purpose of adding residential lots, condominium units and/or Common Area to the Association and making [the Restrictions] apply to such lots, condominium units and/or Common Area"; and

WHEREAS, Article XI, Section 4 of the Restrictions provides that "Declarant reserves the right at any time or times in the future to amend [the Restrictions] by adding to it one or more additional subdivisions of land or condominium developments located in Section 33 and/or Section 34 of the Township of Oxford and/or Section 4 of the Township of Orion, Michigan, hereafter developed and platted by Declarant or its assigns"; and

WHEREAS, Declarant desires to make the Restrictions applicable to each lot located within Subdivision No. 6, which is entirely located within Section 34 of the Township of Oxford, and desires to establish additional restrictions applicable to Subdivision No. 6; and

WHEREAS, Declarant desires to amend the Restrictions as set forth below.

NOW, THEREFORE, in consideration of the premises and the conditions, restrictions, covenants, agreements, easements, charges and liens contained herein, the Restrictions are hereby amended and additional conditions, restrictions, covenants, agreements, easements, charges and liens are hereby established as follows:

1. Except as modified below, all of the conditions, restrictions, covenants, agreements, easements, charges and liens, and the recitals set forth herein and in the Restrictions, are hereby made applicable to each and every lot in Subdivision No. 6.

2. Except as stated below, all of the conditions, restrictions, covenants and agreements, easements, charges and liens, and the recitals set forth in the Restrictions and herein, shall continue to be applicable to each and every lot in Subdivision No. 1, Subdivision No. 2, Subdivision No. 3, Subdivision No. 4, and Subdivision No. 5, and to the Common Area described in the Restrictions.

3. The Restrictions provide for the establishment of the Lakes of Indianwood Subdivision Association (the "Association"). The Association is now in existence. Membership in the Association, and payment of the Association assessments set forth in the Restrictions, is mandatory for each and every Owner of a lot in Subdivision No. 1, Subdivision No. 2, Subdivision No. 3, Subdivision No. 4 and Subdivision No. 5 and shall be mandatory for each and every Owner of a lot in Subdivision No. 6.

4. The Common Area described in the Restrictions is hereby reserved for the use and enjoyment of each of the Owners of lots located either in Subdivision No. 1, Subdivision No. 2, Subdivision No. 3, Subdivision No. 4, Subdivision No. 5 or Subdivision No. 6.

5. The following provisions are added to the restrictions and are applicable only to Subdivision No. 6:

a. Easements.

Private easements for public utilities have been granted and reserved on the plat of Subdivision No. 6. Without limiting the use of these easements by other permitted parties and utilities, the Detroit Edison Company is specifically granted the right of access to and from these easements reserved for public utilities for the purpose of constructing, reconstructing, modifying, adding to, operating and maintaining utility line facilities consisting of poles, guys, anchors, wires, manholes, conduits, pipes, cables, transformers and accessories. Accordingly, no buildings or other permanent structures shall be placed in the easement areas without the prior written consent of Detroit Edison Company and all municipalities and governmental authorities having jurisdiction. Detroit Edison Company shall be permitted to trim, cut down, remove or otherwise control any trees, bushes, branches and roots within the easement (or that could grow into the easement) and remove structures and fences in the easement area which Detroit Edison Company believes could interfere with the safe and reliable construction, operation and maintenance of Detroit Edison Company's facility. No trees, plant life, structures and fences shall be planted, grown, or installed within eight (8') feet of the front door and within two (2') feet of the other sides of transformers and switching cabinet enclosures. Detroit Edison Company shall not be responsible for damages to or removal of trees, plant life, structures and fences placed in front of transformer doors within such required clearance areas. Prior to the installation by Detroit Edison Company of its subdivision utility facilities, Declarant shall grade the easement area to within four (4") inches of the final grade shown on the approved Master Grading Plan of Subdivision No. 6. Following grading by the Declarant, each Owner shall, to the extent the easement is located on his lot, maintain this grading elevation. Each Owner shall be responsible to reimburse Detroit Edison Company for any repairs required as a result of damage caused to Detroit Edison Company's utility facilities by the Owner or by the Owner's agents, contractors or invitees.

b. Building Size Minimums.

Notwithstanding the criteria to the contrary set forth in the first sentence of Section 2 of Article VII of the Restrictions, no dwelling shall be permitted on any lot in Subdivision No. 6 unless the living area thereof is not less than 2,200 square feet in the case of a one-story dwelling, not less than 2,500 square feet in the case of a one and one-half story or "split level" dwelling, and not less than 2,700 square feet in the case of a two-story dwelling.

c. Exterior Building Materials.

The visible exterior walls of all dwelling structures in Subdivision No. 6 shall be wood, brick, brick veneer, stucco, dryvit and/or stone in any combination. Notwithstanding the foregoing, not less than sixty-five (65%) percent of each of a) the front elevation of all dwelling structures (all stories included), and b) the first floor (including, to the extent exposed above finish grade, any walkout basement and/or basement walls) of each side elevation and of the rear elevation of all dwelling structures, shall be faced with brick, stone and/or other materials approved by the Architectural Control Committee. Windows and doors shall not be included in calculating the total area of visible exterior walls. The use of exterior aluminum and/or vinyl siding is not permitted. The Architectural Control Committee may grant such exceptions to the restrictions set forth in this paragraph as it deems suitable, in its sole discretion.

d. Chimneys.

The exterior of all chimney chutes and chases attached to and located on the exterior of the front or any side elevation of any dwelling structure shall be completely covered by brick. The Architectural Control Committee may in its sole discretion grant such exceptions to this restriction as it deems suitable, as for example when extreme grade variations on a given lot cause the cost of bricking a chimney attached to the side of a dwelling to be excessive.

e. Minimum Yards.

No building shall be erected or maintained on any lot in Subdivision No. 6 which is nearer than forty (40') feet to the front lot line, ten (10') feet to the side lot line on one side, or thirty-five (35') feet to the rear lot line, nor shall the total of both side yards be less than thirty (30') feet in width with regard to interior lots. As to corner lots, any side yard abutting a street shall be considered a front yard for purposes of this Section 6.e. Approval of a variance by both the Architectural Control Committee and by the Oxford Township Board of Appeals permitting front, rear or side yards smaller than the above minimums shall be deemed a valid waiver of this restriction.

f. Minimum Lot Size.

No dwelling shall be erected, altered, placed on or permitted to remain on any lot in Subdivision No. 6 unless such lot or site has a width at the front building setback line of at least one hundred thirty (130') feet and an area of at least twenty thousand (20,000) square feet.

g. Tree Removal.

(1) Except for trees located either (a) within the driveway serving the dwelling structure constructed on the lot, or (b) within ten (10') feet of the dwelling structure constructed on the lot, no tree having a trunk diameter of six (6") inches or greater, as measured four (4') feet above existing grade, shall be removed from any lot, or relocated on the lot, without the prior approval of the Architectural Control Committee.

(2) Any area on any lot where scrub or undergrowth is removed shall promptly be seeded, sodded, planted with appropriate vegetation or otherwise landscaped to avoid soil erosion.

(3) No person shall perform any act or fail to perform any act which could result in damage to or destruction of trees not permitted to be removed.

(4) Nothing contained herein shall be construed to limit or prohibit the removal of diseased or dying trees or the trimming or removal of trees which could or might reasonably be expected to cause injury to persons or property if left untended.

h. No Septic Systems.

No septic system shall be installed on any lot in Subdivision No. 6.

i. Water Supply System.

Dwellings in Subdivision No. 6 shall be served by the Township of Oxford community water supply system (the "Water System"). No individual wells serving a single lot, or any other well, shall be installed in Subdivision No. 6 without the prior written permission of Declarant, which permission may be granted or withheld for any reason or for no reason.

Although not considered health related, the elevated hardness of the water to be supplied by the Water System may be aesthetically objectionable. Prospective residents of Subdivision No. 6 are advised that softening or treatment systems may be necessary or desirable for their drinking water.

Each Subdivision No. 6 lot Owner shall be obligated to pay when due any and all tap-in, metering, connection, and other fees and expenses (collectively, the "Tap-In Fees"), relating to the connection of the Water System to the residence to be constructed on the Owner's lot, which may be imposed by any and all governmental agencies having jurisdiction over the Premises, whether imposed prior to, simultaneously with, or subsequent to the connection of said residence to the Water System.

6. The following sentence shall replace in its entirety the first sentence of Article VIII, Section 1 of the Restrictions:

Section 1. Part of Lot 17 and portions of the Common Area within Subdivision No. 1, part of Lots 31, 34 and 35 and portions of the Common Area within Subdivision No. 2, part of Lots 37 and 40 through 45 inclusive, and portions of the Common Area within Subdivision No. 3 and part of Lots 46 through 76 inclusive, and 91, 92, 100, 101, 108, 109, and portions of the Common Area within Subdivision No. 4, part of Lots 111, 112, 121, and 122 within Subdivision No. 5 and part of Lots 131 through 139 inclusive, 142 through 155 inclusive, 158, 162, 163, 164, 165, 166 and portions of the Common Area within Subdivision No. 6 are within wetland areas.

7. The Restrictions and the provisions hereof shall be applicable to the present and future owners of lots located in Subdivision No. 1, Subdivision No. 2, Subdivision No. 3, Subdivision No. 4, Subdivision No. 5, or Subdivision No. 6. All lots located in Subdivision No. 1, Subdivision No. 2, Subdivision No. 3, Subdivision No. 4, Subdivision No. 5 or Subdivision No. 6 shall be used, held and/or sold expressly subject to the conditions, restrictions, covenants, agreements, easements, charges and liens set forth in the Restrictions and as provided herein, which conditions, restrictions, covenants, agreements, easements, charges and liens shall be incorporated by reference in all deeds of conveyance and contracts for the sale of said lots and shall run with the land and be binding upon all grantees and assigns and their respective heirs, personal representatives, successors and assigns.

8. All conditions, restrictions, covenants, agreements, easements, charges and liens in the Restrictions which are not herein specifically amended shall continue in full force and effect.

9. The invalidity of any of the conditions, restrictions, covenants, agreements, easements, charges and liens in the Restrictions or herein shall not affect the remaining portions thereof or hereof, and in such event the Restrictions as amended hereby shall be construed as if such invalid portion had not been contained therein or herein.

EXHIBIT A

TOWNSHIP OF OXFORD

PROPOSED LAKES OF INDIANWOOD SUBDIVISION NO. 6:

PART OF THE SOUTHWEST 1/4 OF SECTION 34, TOWN 5 NORTH, RANGE 10 EAST, OXFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS NORTH 89 DEGREES 27 MINUTES 40 SECONDS EAST 1360.64 FEET ALONG THE SOUTHERLY LINE OF SECTION 34 AND THE NORTHERLY LINE OF "SUPERVISOR'S PLAT NO. 7" LIBER 7, PAGE 47, OAKLAND COUNTY RECORDS FROM THE SOUTHWEST CORNER OF SECTION 34, TOWN 5 NORTH, RANGE 10 EAST; THENCE NORTH 00 DEGREES 32 MINUTES 20 SECONDS WEST 30.00 FEET; THENCE NORTH 42 DEGREES 40 MINUTES 04 SECONDS EAST 166.52 FEET; THENCE NORTHERLY 122.19 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 60.00 FEET; CENTRAL ANGLE OF 116 DEGREES 41 MINUTES 08 SECONDS, LONG CHORD BEARS NORTH 19 DEGREES 54 MINUTES 12 SECONDS WEST 102.14 FEET); THENCE NORTH 38 DEGREES 26 MINUTES 22 SECONDS EAST 13.17 FEET; THENCE SOUTH 76 DEGREES 56 MINUTES 51 SECONDS WEST 151.46 FEET TO TRAVERSE POINT "A"; THENCE SOUTH 76 DEGREES 56 MINUTES 51 SECONDS WEST 27.00 +/- FEET TO THE SHORELINE OF DUCK LAKE; THENCE NORTHERLY 2503 FEET +/- ALONG THE SHORELINE OF DUCK LAKE TO TRAVERSE POINT "B" SAID POINT BEING LOCATED ALONG AN INTERMEDIATE TRAVERSE LINE FOR THE NEXT SIX (6) COURSES: NORTH 13 DEGREES 03 MINUTES 09 SECONDS WEST, 417.24 FEET AND NORTH 73 DEGREES 49 MINUTES 56 SECONDS WEST 407.47 FEET AND NORTH 31 DEGREES 54 MINUTES 31 SECONDS EAST 342.05 FEET AND NORTH 12 DEGREES 02 MINUTES 33 SECONDS WEST 314.41 FEET AND NORTH 21 DEGREES 31 MINUTES 05 SECONDS EAST 423.06 FEET AND WESTERLY 58.71 FEET ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 200.00 FEET, CENTRAL ANGLE OF 16 DEGREES 49 MINUTES 13 SECONDS, LONG CHORD BEARS NORTH 79 DEGREES 26 MINUTES 58 SECONDS WEST 58.50 FEET) FROM TRAVERSE POINT "A"; THENCE WESTERLY 32.36 FEET ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 200.00 FEET, CENTRAL ANGLE OF 09 DEGREES 16 MINUTES 16 SECONDS, LONG CHORD BEARS SOUTH 87 DEGREES 30 MINUTES 17 SECONDS WEST 32.33 FEET); THENCE SOUTH 82 DEGREES 52 MINUTES 09 SECONDS WEST, 125.25 FEET; THENCE NORTH 00 DEGREES 32 MINUTES 20 SECONDS WEST 60.40 FEET ALONG THE EAST LINE (AND ITS PROJECTION) OF "LAKES OF INDIANWOOD SUBDIVISION NO. 4" (LIBER 249 OF PLATS, PAGES 38 THROUGH 50, BOTH INCLUSIVE, OAKLAND COUNTY RECORDS); THENCE

NORTH 82 DEGREES 52 MINUTES 09 SECONDS EAST, 83.88 FEET TO TRAVERSE POINT "C", SAID POINT LYING ON THE SHORELINE OF DUCK LAKE; THENCE NORTHEASTERLY 256 FEET +/- ALONG THE SHORELINE OF DUCK LAKE; THENCE LEAVING THE SHORELINE OF DUCK LAKE SOUTH 68 DEGREES 20 MINUTES 35 SECONDS EAST 37 FEET +/- TO TRAVERSE POINT "D", SAID POINT BEING LOCATED ALONG AN INTERMEDIATE TRAVERSE LINE NORTH 82 DEGREES 52 MINUTES 09 SECONDS EAST, 34.43 FEET AND NORTH 69 DEGREES 47 MINUTES 47 SECONDS EAST 230.18 FEET FROM TRAVERSE POINT "C"; THENCE SOUTH 68 DEGREES 20 MINUTES 35 SECONDS EAST 212.73 FEET; THENCE NORTH 70 DEGREES 30 MINUTES 52 SECONDS EAST 161.14 FEET; THENCE SOUTH 54 DEGREES 25 MINUTES 58 SECONDS EAST 210.00 FEET; THENCE SOUTH 35 DEGREES 34 MINUTES 02 SECONDS WEST 42.87 FEET; THENCE SOUTHWESTERLY 30.00 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 330.00 FEET CENTRAL ANGLE OF 05 DEGREES 12 MINUTES 31 SECONDS, LONG CHORD BEARS SOUTH 38 DEGREES 10 MINUTES 18 SECONDS WEST 29.99 FEET); THENCE SOUTH 75 DEGREES 47 MINUTES 13 SECONDS EAST 184.26 FEET; THENCE SOUTH 14 DEGREES 47 MINUTES 51 SECONDS EAST 109.28 FEET; THENCE SOUTH 46 DEGREES 24 MINUTES 50 SECONDS EAST 28.72 FEET; THENCE SOUTH 20 DEGREES 20 MINUTES 05 SECONDS EAST 148.92 FEET; THENCE SOUTH 13 DEGREES 15 MINUTES 00 SECONDS EAST 288.75 FEET TO TRAVERSE POINT "E"; THENCE SOUTH 13 DEGREES 15 MINUTES 00 SECONDS EAST 35.00 FEET +/- TO THE SHORELINE OF INDIANWOOD LAKE; THENCE SOUTHERLY 1912 FEET +/- ALONG THE SHORELINE OF INDIANWOOD LAKE; THENCE LEAVING THE SHORELINE OF INDIANWOOD LAKE, SOUTH 89 DEGREES 27 MINUTES 40 SECONDS WEST 69.00 FEET +/- ALONG THE SOUTH LINE OF SAID SECTION 34 AND THE NORTH LINE OF "SUPERVISOR'S PLAT NO. 7" TO TRAVERSE POINT "F" SAID POINT BEING LOCATED ALONG THE INTERMEDIATE TRAVERSE LINE FOR THE NEXT NINE (9) COURSES: SOUTH 76 DEGREES 45 MINUTES 00 SECONDS WEST 60.30 FEET AND SOUTH 19 DEGREES 31 MINUTES 24 SECONDS WEST 108.44 FEET AND SOUTH 34 DEGREES 01 MINUTES 35 SECONDS EAST 150.00 FEET AND SOUTH 45 DEGREES 05 MINUTES 33 SECONDS EAST 191.18 FEET AND SOUTH 10 DEGREES 01 MINUTES 43 SECONDS EAST 359.99 FEET AND NORTH 55 DEGREES 03 MINUTES 08 SECONDS WEST 244.80 FEET AND SOUTH 49 DEGREES 21 MINUTES 47 SECONDS WEST 144.39 FEET AND SOUTH 50 DEGREES 17 MINUTES 49 SECONDS EAST 215.49 FEET AND SOUTH 43 DEGREES 40 MINUTES 58 SECONDS WEST 346.07 FEET FROM TRAVERSE POINT "E"; THENCE SOUTH 89 DEGREES 27 MINUTES 40 SECONDS WEST 484.30 FEET ALONG THE SOUTH LINE OF SAID SECTION 34 AND THE NORTH LINE OF "SUPERVISOR'S PLAT NO. 7" TO THE POINT OF BEGINNING.

Part of Sidwell (#04-34-300-014); The above is now known as

Lakes of Indianwood Sub. No. 6, Bridge Park,
 Walkway Park, Boyd Park & Arrowhead Park

04-34-352-000 Entire

267006

LIBER 21797 PAGE 620
\$15.00 MISC RECORDING
\$2.00 REIMBURSEMENT
09/12/2000 03:48:26 P.M. RECEIPT# 65517
PAID RECORDED - OAKLAND COUNTY
G. WILLIAM CANNELL, CLERK/REGISTER OF DEEDS

LAKES OF INDIANWOOD SUBDIVISION NO. 7

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

INDIANWOOD LIMITED PARTNERSHIP, a Michigan limited partnership ("Declarant"), having its principal office at 2025 West Long Lake Road, Suite 104, Troy, Michigan 48098, being the owner of the following described lands, herewith forms this Supplemental Declaration of Covenants and Restrictions this 17th day of January, 2000, and they shall run with and bind the lands hereinafter described, and shall inure to the benefit of, and be enforceable by, the owner of any land subject thereto, their respective legal representatives, heirs, successors and assigns, and in accordance with the provisions of Act No. 288, Public Acts of 1967 of the State of Michigan (the "Subdivision Control Act of 1967")

A. LAND COVERED BY THIS SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS:

Lots 169 through 243, both inclusive, and East Park, West Park, Pathfinder Park, Little Cedar Park, Ottawa Park, Walkway Park East and Center Post Park of Lakes of Indianwood Subdivision No. 7, part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of section 34, T.5N., R.10E., Oxford Township, Oakland County, Michigan, according to the Plat thereof as recorded in Liber 275, Pages 25 through 45, inclusive, Oakland County Records.

27025

B. COVENANTS AND RESTRICTIONS APPLICABLE TO LOTS 177 THROUGH 183, BOTH INCLUSIVE, ("SUBDIVISION NO. 7"):

1. No filling, grading, alteration or occupation of the 100 Year Flood Plain limit for Duck Lake, as shown on the recorded plat of Subdivision No. 7, will be allowed without the approval of the Michigan Department of Environmental Quality. The 100 Year Flood Plain limit for Duck Lake is elevation 1000.2 (N.G.V. datum) within the confines of Subdivision 7.

2. No building used or capable of being used for residential purposes and occupancy shall be constructed on lots 177 through 183 inclusive in Subdivision No. 7 unless the lowest floor, including basement floors, is constructed and maintained at or above elevation 1000.2 (N.G.V. datum).

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3. No lot shall be used for other than construction of single family dwellings.

C. COVENANTS AND RESTRICTIONS APPLICABLE TO LOTS 191 THROUGH 199, BOTH INCLUSIVE, ("SUBDIVISION NO. 7"):

1. No filling, grading, alteration or occupation of the 100 Year Flood Plain limit for Indianwood Lake, as shown on the recorded plat of Subdivision No. 7, will be allowed without the approval of the Michigan Department of Environmental Quality. The 100-Year Flood Plain limit for Indianwood Lake is elevation 995.0 (N.G.V. datum) within the confines of Subdivision 7.

O.K. - ML

2. No building used or capable of being used for residential purposes and occupancy shall be constructed on lots 191 through 199 inclusive in Subdivision No. 7 unless the lowest floor, including basement floors, is constructed and maintained at or above elevation 995.0 (N.G.V. datum).

3. No lot shall be used for other than construction of single family dwellings.

D. COVENANTS AND RESTRICTIONS APPLICABLE TO LOTS 206 THROUGH 208, BOTH INCLUSIVE AND LOT 210, LOT 213 AND LOT 214, ("SUBDIVISION NO. 7"):

1. No filling, grading, Alteration or occupation of the 100 Year Flood Plain limit for Little Cedar Lake, as shown on the recorded plat of Subdivision No. 7, will be allowed without the approval of the Michigan Department of Environmental Quality. The 100-Year Flood Plain limit for Little Cedar Lake is elevation 995.0 (N.G.V. datum) within the confines of Subdivision 7.

2. No building used or capable of being used for residential purposes and occupancy shall be constructed on lots 206 through 208 inclusive, lot 210, lot 213 or lot 214 in Subdivision No. 7 unless the lowest floor including basement floors, is constructed and maintained at or above elevation 995.0 (N.G.V. datum).

3. No lot shall be used for other than construction of single family dwellings.

E. PRESERVATION OF WETLANDS:

Section 1. Part of Lots 176 through 193, inclusive, 195 through 201, inclusive, 203 through 217, inclusive, 221 and 222, 227 through 229, inclusive, 233 through 237, inclusive, 239 through 243, inclusive, and portions of the Common Areas within Subdivision No. 7 are within wetland areas. "Private Conservation Preservation Easements" have been granted to the State of Michigan Department of Environmental Quality ("MDEQ") as depicted on the plat of Subdivision No. 7. Declarant reserves the right to enter into an easement agreement or agreements with the MDEQ in order to set forth the terms and conditions of such easements. All property covered by such easement is herein referred to as "Wetlands". Such easement may cover property that is not a wetland.

Section 2. Except as may be approved by both the Michigan Department of Environmental Quality and the Township of Oxford, the Wetlands shall not be filled, graded, improved, landscaped, altered or disturbed for any purpose, in order to protect and preserve the Wetlands. Without limiting the foregoing restriction, the creation of lawn or beach areas within the Wetlands is strictly prohibited, provided that a riparian owner shall not be deprived of his rights to access, dockage, use and title to natural accretions associated with his ownership of water frontage.

Section 3. Nothing contained in this Preservation of Wetlands provision shall be construed to limit or prohibit within the Wetlands the removal of diseased or dying trees, the trimming or removal of trees which could or might reasonably be expected to cause injury to persons or property if left untended, or the cleaning and clearing of scrub vegetation.

F. RESTRICTIONS ENFORCEABLE IN PERPETUITY:

The foregoing Covenants and Restrictions shall run with and bind the lands above described, in perpetuity, and may be enforced in the manner permitted by law, by any person or persons owning real property within Subdivision No. 7, and by any public body having jurisdiction under the provisions of Section 254 of Act No. 288, Public Acts of 1967 of the States of Michigan, against anyone who has or acquires an interest in the land subject to these Covenants and Restrictions.

Signed in the Presence of:

Signed by:

Carol E. Misner
Carol E. Misner

INDIANWOOD LIMITED PARTNERSHIP
a Michigan limited partnership

by: **BILTMORE PROPERTIES CORPORATION**
A Michigan corporation, General Partner

Joyce E. Kelly
Joyce E. Kelly

By: Jack R. Carnahan
Jack R. Carnahan
Its Vice-President

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The within instrument was acknowledged before me this 30th day of June, 2000, by Jack R. Carnahan, Vice-President of Biltmore Properties Corporation, a Michigan corporation, General Partner of Indianwood Limited Partnership, a Michigan limited partnership, on behalf of the partnership.

My Commission expires:

June 23, 2001

Joyce E. Kelly
Joyce E. Kelly, Notary Public
Oakland County, Michigan

DRAFTED BY AND WHEN RECORDED RETURN TO:

Jack R. Carnahan
2025 West Long Lake Road, Suite 104
Troy, Michigan 48098

SALEGAL\IW7\IW7 SUPPLEMENTARY RESTRICTIONS

PARENT PARCEL LEGAL DESCRIPTION

"LAKES OF INDIANWOOD SUB. NO. 7" Part of Section 34, T.5N., R.10E., Oxford Township, Oakland County, Michigan, being more particularly described as follows: Beginning at a point which is N89°10'36"E 989.80 ft. along the North line of Section 34 and the centerline of Drahner Road from the North 1/4 corner of said Section 34, T.5N., R.10E.; thence continuing N89°10'36"E 100.03 ft. along the North line of said Section 34 and the centerline of Drahner Road; thence S02°11'58"E 362.05 ft.; thence S02°39'02"E 486.52 ft. along the West line of "Hillcrest Villas Condominium Plan No. 374" (Liber 8623, Page 420, Oakland County Records); thence S02°22'02"E 1537.57 ft. along the West line of "Woodbriar Subdivision No. 2", (Liber 268, Pages 29 thru 33); thence S01°32'53"E 1216.29 ft. to Traverse Point "A"; thence S86°21'32"W 233 ft. to the shoreline of "Little Cedar Lake"; thence Northerly and Southerly 1621 ft. along the shoreline of said "Little Cedar Lake"; thence S86°21'32"W 93.00 ft. to Traverse Point "B" said point being locate along an intermediate Traverse Line for the next six (6) courses N47°37'38"W 366.52 ft. and S88°27'07"W 230.94 ft. and N33°32'37"W 425.87 ft. and S43°09'10"W 275.52 ft. and S36°58'47"E 150.24 ft. and S03°23'11"E 327.18 ft. from Traverse Point "A"; thence S86°21'32"W 402.50 ft. along the North line of "Indianwood Hills No. 2" (Liber 80, Page 2); thence S11°06'37"E 386.67 ft. to Traverse Point "C"; thence S11°06'37"E 167 ft. to the shoreline of "Little Cedar Lake" and "Indianwood Lake"; thence Southerly and Northerly 2577 ft. along the shoreline of said "Little Cedar Lake" and said "Indianwood Lake" and N13°15'00"W 35 ft. to Traverse Point "D" said point being located along an intermediate Traverse Line for the next ten (10) courses S00°50'39"W 169.91 ft. and S01°19'02"E 197.51 ft. and S15°48'40"E 239.51 ft. and N43°17'23"W 212.64 ft. and S63°22'07"W 150.00 ft. and N08°29'33"E 416.80 ft. and N06°46'10"W 230.45 ft. and N39°07'34"W 327.20 ft. and N79°57'26"W 287.84 ft. and S15°56'51"W 76.25 ft. from Traverse Point "C"; thence along the East line of "Lakes of Indianwood Sub. No. 6" as found in (Liber 267, Pages 6 thru 14) the following ten (10) courses N13°15'00"W 288.75 ft. and N20°20'05"W 148.92 ft. and N46°24'50"W 28.72 ft. and N14°47'51"W 109.28 ft. and N75°47'13"W 184.26 ft. and Northeasterly 30.00 ft. along the arc of a curve to the left (Radius of 330.00 ft., central angle 05°12'31", long chord bears N38°10'18"E 29.99 ft.) and N35°34'02"E 42.87 ft. and N54°25'58"W 210.00 ft. and S70°30'52"W 161.14 ft. and N68°20'35"W 212.73 ft. to Traverse Point "E"; thence N68°20'35"W 37.00 ft. to the shoreline of "Duck Lake"; thence Northerly and Easterly 1736 ft. along the shoreline of "Duck Lake"; thence N89°12'06"E 41 ft. to Traverse Point "F" said point being located along an intermediate Traverse Line for the next six (6) courses, N00°11'32"E 182.73 ft. and N19°45'56"W 463.26 ft. and N89°22'50"E 437.22 ft. and S62°24'07"E 192.04 ft. and N70°14'04"E 125.85 ft. and N00°47'54"W 231.35 ft. from Traverse Point "E"; thence N89°12'06"E 1090.30 ft.; thence N02°18'03"W 1080.00 ft.; thence N89°12'06"E 850.70 ft.; thence N02°39'02"W 618.62 ft.; thence N02°11'58"W 364.84 ft. to the point of beginning. Containing 107.839 Acres, more or less, and comprising 75 Lots, numbered 169 through 243, both inclusive and eight (8) private parks and plat includes all lands between intermediate traverse line and waters edge.

04-34-300-017

04-34-200-018

LIBER 22146 PAGE 61
\$19.00 RISC RECORDING
\$2.00 REPRIMMENTATION
12/22/2000 11:36:27 A.M. RECEIPT# 88538
PAID RECORDED - OAKLAND COUNTY
G. WILLIAM CABELL, CLERK/REGISTER OF DEEDS

**DECLARATION OF RESTRICTIONS FOR
LAKES OF INDIANWOOD SUBDIVISION NO. 7
AND**

**FOURTH AMENDMENT TO RESTATED DECLARATION OF RESTRICTIONS
FOR LAKES OF INDIANWOOD SUBDIVISION NO. 1, 2, 3, 4, 5 AND 6**

WHEREAS, Indianwood Limited Partnership, a Michigan limited partnership, of 2025 West Long Lake Road, Suite 104, Troy, Michigan 48098, hereinafter referred to as "Declarant", has previously established certain restrictions pursuant to that certain "Restated Declaration of Restrictions for Lakes of Indianwood Subdivision No. 1 and Declaration of Restrictions for Lakes of Indianwood Subdivision No. 2 and for Lakes of Indianwood Subdivision No. 3", hereinafter referred to as the "Original Restrictions", for the benefit of all owners of lots in:

a) Lakes of Indianwood Subdivision No. 1 ("Subdivision No. 1") located in the Township of Orion, Oakland County, Michigan, and more particularly described as:

Lots 1 through 30, both inclusive, and Indianwood Park and Paint Creek Park of Lakes of Indianwood Subdivision No. 1, of part of the Northeast 1/4 of Section 4, T. 4 N., R. 10 E., Township of Orion, Oakland County, Michigan, according to the plat thereof as recorded in Liber 222 of Plats, Pages 15 through 19, both inclusive, Oakland County Records;

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09-04-252-000 Entire

b) Lakes of Indianwood Subdivision No. 2 ("Subdivision No. 2") located in the Township of Orion, Oakland County, Michigan, and more particularly described as:

Lots 31 through 36, both inclusive, and Indian Meadows Park and Pinewood Park of Lakes of Indianwood Subdivision No. 2, of part of the Northeast 1/4 of Section 4. T.4N., R.10E., Township of Orion, Oakland County, Michigan, according to the plat thereof as recorded in Liber 238 of Plats, Pages 27 through 29, both inclusive, Oakland County Records; and

09-04-226-000 Entire

c) Lakes of Indianwood Subdivision No. 3 ("Subdivision No. 3") located in the Township of Oxford, Oakland County, Michigan, and more particularly described as:

Lots 37 through 45, both inclusive, and Deer Path Trail Park East, Deer Path Trail Park West and Pinewood Park North of Lakes of Indianwood Subdivision No. 3, of part of the Southeast 1/4 of Section 33 and the Southwest 1/4 of Section 34, T.5N., R.10E., Township of Oxford, Oakland County, Michigan, according to the plat thereof as recorded in Liber 239 of Plats, Pages 4 through 7, both inclusive, Oakland County Records.

238027 04-33-477-000 Entire

which Original Restrictions are recorded in Liber 15342, Pages 392 through 417, both inclusive, Oakland County Records; and

WHEREAS, the Declarant has also established certain other covenants and Restrictions pursuant to that certain "Declaration of Restrictions for Lakes of Indianwood Subdivision No. 4 and First Amendment to Restated Declaration of Restrictions for Lakes of Indianwood Subdivision No. 1 and Declaration of Restrictions for Lakes of Indianwood Subdivision No. 2 and for Lakes of Indianwood Subdivision No. 3" (the "Amendment"), which Amendment is recorded in Liber 16846, Pages 897 through 903, both inclusive, Oakland County Records, for the benefit of all owners of lots in Lakes of Indianwood Subdivision No. 4 ("Subdivision No.

FIRST AMERICAN TITLE
S.E. MICHIGAN DIVISION

REC 2599

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4"), located in the Township of Oxford, Oakland County, Michigan, and more particularly described as:

Lots 46 through 109, both inclusive, and Deer Path Trail Park North and Duck Lake Park West, of Lakes of Indianwood Subdivision No. 4, of part of the Northeast 1/4 and Southeast 1/4 of Section 33 and part of the Southwest 1/4 of Section 34, T. 5 N., R. 10 E., Oxford Township, Oakland County, Michigan, according to the Plat thereof, as recorded in Liber 249 of Plats, Pages 38 through 50, both inclusive, Oakland County Records; and

249038 04-33-476-000 Entire

WHEREAS, the Declarant has also established certain other covenants and Restrictions pursuant to that certain "Declaration of Restrictions for Lakes of Indianwood Subdivision No. 5 and Second Amendment to Restated Declaration of Restrictions for Lakes of Indianwood Subdivision No. 1, 2, 3 and 4 (the "Second Amendment"), which Second Amendment is recorded in Liber 18165, Pages 136 through 140, both inclusive, Oakland County Records, for the benefit of all owners of lots in Lakes of Indianwood Subdivision No. 5 ("Subdivision No. 5"), located in the Township of Oxford, Oakland County, Michigan, and more particularly described as:

Lots 110 through 130, both inclusive, of Lakes of Indianwood Subdivision No. 5, of part of the Northeast 1/4 of Section 33, T.5 N., R.10 E., Oxford Township, Oakland County, Michigan, according to the plat thereof as recorded in Liber 257 of Plats, Pages 1 through 4, both inclusive, Oakland County Records; and

257004 4-33-481-000 Entire

WHEREAS, the Declarant has also established certain other covenants and Restrictions pursuant to that certain "Declaration of Restrictions for Lakes of Indianwood Subdivision No. 6 and Third Amendment to Restated Declaration of Restrictions for Lakes of Indianwood Subdivision No. 1, 2, 3, 4 and 5 (the "Third Amendment"), which Third Amendment is recorded in Liber 19998, Pages 640 through 646, both inclusive, Oakland County Records, for the benefit of all owners of lots in Lakes of Indianwood Subdivision No. 6 ("Subdivision No. 6"), located in the Township of Oxford, Oakland County, Michigan, and more particularly described as:

Lots 131 through 168, both inclusive, and Arrowhead Park, Boyd Park, Bridge Park and Walkway Park, of Lakes of Indianwood Subdivision No. 6, part of the Southwest 1/4 of Section 34, T.5N., R.10E., Oxford Township, Oakland County, Michigan according to the plat thereof as recorded in Liber 267 of Plats, Pages 6 through 14, both inclusive, Oakland County Records; and

267006 04-34-352-000 Entire

WHEREAS, the Original Restrictions as amended are hereinafter referred to as the "Restrictions"; and

WHEREAS, the Declarant is the owner and proprietor of Lakes of Indianwood Subdivision No. 7 ("Subdivision No. 7"), located in the Township of Oxford, Oakland County, Michigan, and more particularly described as:

Lots 169 through 243, both inclusive, and East Park, West Park, Pathfinder Park, Little Cedar Park, Walkway Park East, Center Post Park, Pathway Park North and Pathway Park South, of Lakes of Indianwood Subdivision No. 7, part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of section 34, T.5N., R.10E., Oxford Township, Oakland County, Michigan, according to the Plat thereof as recorded in Liber 275, Pages 25 through 45, inclusive, Oakland County Records;

275025 04-34-329-000 Entire

WHEREAS, Article XI, Section 3 of the Restrictions in part provides that "...Declarant, without the consent, vote, signature or approval of any Owner, the Association or any Members thereof, may ... amend, change or replace [the Restrictions]... as Declarant in its sole discretion deems necessary or desirable, including without limitation for the purpose of adding residential lots, condominium units and/or Common Area to the Association and making [the Restrictions] apply to such lots, condominium units and/or Common Area"; and

WHEREAS, Article XI, Section 4 of the Restrictions provides that "Declarant reserves the right at any time or times in the future to amend [the Restrictions] by adding to it one or more additional subdivisions of land or condominium developments located in Section 33 and/or Section 34 of the Township of Oxford and/or Section 4 of the Township of Orion, Michigan, hereafter developed and platted by Declarant or its assigns"; and

WHEREAS, Declarant desires to make the Restrictions applicable to each lot located within Subdivision No. 7, which is entirely located within Section 34 of the Township of Oxford, and desires to establish additional restrictions applicable to Subdivision No. 7; and

WHEREAS, Declarant desires to amend the Restrictions as set forth below.

NOW, THEREFORE, in consideration of the premises and the conditions, restrictions, covenants, agreements, easements, charges and liens contained herein, the Restrictions are hereby amended and additional conditions, restrictions, covenants, agreements, easements, charges and liens are hereby established as follows:

1. Except as modified below, all of the conditions, restrictions, covenants, agreements, easements, charges and liens, and the recitals set forth herein and in the Restrictions, are hereby made applicable to each and every lot in Subdivision No. 7.

2. Except as stated below, all of the conditions, restrictions, covenants and agreements, easements, charges and liens, and the recitals set forth in the Restrictions and herein, shall continue to be applicable to each and every lot in Subdivision No. 1, Subdivision No. 2, Subdivision No. 3, Subdivision No. 4, Subdivision No. 5, and Subdivision No. 6, and to the Common Area described in the Restrictions.

3. The Restrictions provide for the establishment of the Lakes of Indianwood Subdivision Association (the "Association"). The Association is now in existence. Membership in the Association, and payment of the Association assessments set forth in the Restrictions, is mandatory for each and every Owner of a lot in Subdivision No. 1, Subdivision No. 2, Subdivision No. 3, Subdivision No. 4, Subdivision No. 5 and Subdivision No. 6 and shall be mandatory for each and every Owner of a lot in Subdivision No. 7.

4. The Common Area described in the Restrictions is hereby reserved for the use and enjoyment of each of the Owners of lots located either in Subdivision No. 1, Subdivision No. 2, Subdivision No. 3, Subdivision No. 4, Subdivision No. 5, Subdivision No. 6 or Subdivision No. 7.

5. The following provisions are added to the restrictions and are applicable only to Subdivision No. 7:

a. Easements.

Private easements for public utilities have been granted and reserved on the plat of Subdivision No. 7. Without limiting the use of these easements by other permitted parties and utilities, the Detroit Edison Company is specifically granted the right of access to and from these easements reserved for public utilities for the purpose of constructing, reconstructing, modifying, adding to, operating and maintaining utility line facilities consisting of poles, guys, anchors, wires, manholes, conduits, pipes, cables, transformers and accessories. Accordingly, no buildings or other permanent structures shall be placed in the easement areas without the prior written consent of Detroit Edison Company and all municipalities and governmental authorities having jurisdiction. Detroit Edison Company shall be permitted to trim, cut down, remove or otherwise control any trees, bushes, branches and roots within the easement (or that could grow into the easement) and remove structures and fences in the easement area which Detroit Edison Company believes could interfere with the safe and reliable construction, operation and maintenance of Detroit Edison Company's facility. No trees, plant life, structures and fences shall be planted, grown, or installed within eight (8') feet of the front door and within two (2') feet of the other sides of transformers and switching cabinet enclosures. Detroit Edison Company shall not be responsible for damages to or removal of trees, plant life, structures and fences placed in front of transformer doors within such required clearance areas. Prior to the installation by Detroit Edison Company of its subdivision utility facilities, Declarant shall grade

the easement area to within four (4") inches of the final grade shown on the approved Master Grading Plan of Subdivision No. 7. Following grading by the Declarant, each Owner shall, to the extent the easement is located on his lot, maintain this grading elevation. Each Owner shall be responsible to reimburse Detroit Edison Company for any repairs required as a result of damage caused to Detroit Edison Company's utility facilities by the Owner or by the Owner's agents, contractors or invitees.

Private easements for the water supply system have also been granted and reserved on the plat of Subdivision No. 7. These private easements are perpetual and permanent easements in favor of the County of Oakland (collectively referred to as "grantee"), and grantee's successors, assigns and transferees, in, over, under and through the property so described on the Plat. These easements may not be amended or revoked except with the written approval of grantee. The easements are further conditioned as follows:

The easements shall be for the purposes of developing, establishing, constructing, repairing and maintaining the water supply system or related appurtenances, in any size, form, shape or capacity; the grantee shall have the right to sell, assign, transfer or convey these easements to any other governmental unit; no owner in the subdivision shall build or convey to others any permission to build any permanent structures on the said easements; no owner in the subdivision shall build or place on the area covered by the easements any other type of structure, fixture or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either actually impair or threaten to impair, obstruct, or adversely effect the rights of grantee under said easements; the grantee and its agents, contractors and designated representatives shall have right-of-entry on, and to gain access to, the easement property; all owners in the subdivision release grantee and its successors, assigns or transferees from any and all claims to damages in any way arising from or incident to the exercise by grantee of its rights under the said easement, and all owners covenant not to sue grantee for any such damages.

b. Building Size Minimums.

Notwithstanding the criteria to the contrary set forth in the first sentence of Section 2 of Article VII of the Restrictions, no dwelling shall be permitted on any lot in Subdivision No. 7 unless the living area thereof is not less than 2,200 square feet in the case of a one-story dwelling, not less than 2,600 square feet in the case of a one and one-half story or "split level" dwelling, and not less than 2,800 square feet in the case of a two-story dwelling.

c. Exterior Building Materials.

The visible exterior walls of all dwelling structures in Subdivision No. 7 shall be wood, brick, brick veneer, stucco, dryvit and/or stone in any combination. No T1-11 or any other type of plywood siding is allowed. Notwithstanding the foregoing, not less than sixty-five (65%) percent of each of a) the front elevation of all dwelling structures (all stories included), and b) the first floor (including, to the extent exposed above finish grade, any walkout basement and/or basement walls) of each side elevation and of the rear elevation of all dwelling structures, shall be faced with brick, stone and/or other materials approved by the Architectural Control Committee. White or whitish brick shall not be used. Brick color shall be approved by the Architectural Control Committee. Windows and doors shall not be included in calculating the total area of visible exterior walls. The use of exterior aluminum and/or vinyl siding is not permitted. The Architectural Control Committee may grant such exceptions to the restrictions set forth in this paragraph as it deems suitable, in its sole discretion.

d. Chimneys.

The exterior of all chimney chutes and chases attached to and located on the exterior of the front or any side elevation of any dwelling structure shall be completely covered by brick. The Architectural Control Committee may in its sole discretion grant such exceptions to this restriction as it deems suitable, as for example when extreme grade variations on a given lot cause the cost of bricking a chimney attached to the side of a dwelling to be excessive.

e. Minimum Yards.

No building shall be erected or maintained on any lot in Subdivision No. 7 which is nearer than forty (40') feet to the front lot line, ten (10') feet to the side lot line on one side, or thirty-five (35') feet to the rear lot line, nor shall the total of both side yards be less than thirty (30') feet in width with regard to interior lots. As to corner lots, any side yard abutting a street shall be considered a front yard for purposes of this Section 6.e. Approval of a variance by both the Architectural Control Committee and by the Oxford Township Board of Appeals permitting front, rear or side yards smaller than the above minimums shall be deemed a valid waiver of this restriction.

f. Minimum Lot Size.

No dwelling shall be erected, altered, placed on or permitted to remain on any lot in Subdivision No. 7 unless such lot or site has a width at the front building setback line of at least one hundred twenty (120') feet and an area of at least seventeen thousand (17,000) square feet.

g. Tree Removal.

(1) Except for trees located either (a) within the driveway serving the dwelling structure constructed on the lot, or (b) within ten (10') feet of the dwelling structure constructed on the lot, no tree having a trunk diameter of six (6") inches or greater, as measured four (4') feet above existing grade, shall be removed from any lot, or relocated on the lot, without the prior approval of the Architectural Control Committee.

(2) Any area on any lot where scrub or undergrowth is removed shall promptly be seeded, sodded, planted with appropriate vegetation or otherwise landscaped to avoid soil erosion.

(3) No person shall perform any act or fail to perform any act which could result in damage to or destruction of trees not permitted to be removed.

(4) Nothing contained herein shall be construed to limit or prohibit the removal of diseased or dying trees or the trimming or removal of trees which could or might reasonably be expected to cause injury to persons or property if left untended.

h. No Septic Systems.

No septic system shall be installed on any lot in Subdivision No. 7.

i. Water Supply System.

Dwellings in Subdivision No. 7 shall be served by the Township of Oxford community water supply system (the "Water System"). No individual wells serving a single lot, or any other well, shall be installed in Subdivision No. 7 without the prior written permission of Declarant, which permission may be granted or withheld for any reason or for no reason.

Although not considered health related, the elevated hardness of the water to be supplied by the Water System may be objectionable. Prospective residents of Subdivision No. 7 are advised that softening or treatment systems may be necessary or desirable for their drinking water.

Each Subdivision No. 7 lot Owner shall be obligated to pay when due any and all tap-in, metering, connection, and other fees and expenses (collectively, the "Tap-In Fees"), relating to the connection of the Water System to the residence to be constructed on the Owner's lot, which may be imposed by any and all governmental agencies having jurisdiction over the Premises, whether imposed prior to, simultaneously with, or subsequent to the connection of said residence to the Water System.

6. The following sentence shall replace in its entirety the first sentence of Article VIII, Section 1 of the Restrictions:

Section 1. As shown on each of the respective recorded plats, part of Lot 17 and portions of the Common Area within Subdivision No. 1, part of Lots 31, 34 and 35 and portions of the Common Area within Subdivision No. 2, part of Lots 37 and 40 through 45 inclusive, and portions of the Common Area within Subdivision No. 3 and part of Lots 46 through 76 inclusive, and 91, 92, 100, 101, 108, 109, and portions of the Common Area within Subdivision No. 4, part of Lots 111, 112, 121, and 122 within Subdivision No. 5 and part of Lots 131 through 139 inclusive, 142 through 155 inclusive, 158, 162, 163, 164, 165, 166 and portions of the Common Area within Subdivision No. 6, and part of lots 176 through 193 inclusive, 195 through 201 inclusive, 203 through 217 inclusive, 221 and 222, 227 through 229 inclusive, 233 through 237 inclusive, 239 through 243 inclusive and portions of the Common Area within Subdivision No. 7 are within wetland areas.

7. All conditions, restrictions, covenants, agreements, easements, charges and liens in the Restrictions which are not herein specifically amended shall continue in full force and effect and as hereby amended shall apply to Subdivision No. 7. All lots in Subdivision No. 1, Subdivision No. 2, Subdivision No. 3, Subdivision No. 4, Subdivision No. 5, Subdivision No. 6 and Subdivision No. 7 shall be used, held and/or sold expressly subject to the conditions, restrictions, covenants, agreements, easements, charges and liens set forth in the Restrictions, which conditions, restrictions, covenants, agreements, easements, charges and liens shall be incorporated by reference in all deeds of conveyance and contracts for the sale of said lots and shall run with the land and be binding upon all grantees and assigns and their respective heirs, personal representatives, successors and assigns.

8. The invalidity of any of the conditions, restrictions, covenants, agreements, easements, charges and liens in the Restrictions or herein shall not affect the remaining portions thereof or hereof, and in such event the Restrictions as amended hereby shall be construed as if such invalid portion had not been contained therein or herein.

4"), located in the Township of Oxford, Oakland County, Michigan, and more particularly described as:

Lots 46 through 109, both inclusive, and Deer Path Trail Park North and Duck Lake Park West, of Lakes of Indianwood Subdivision No. 4, of part of the Northeast 1/4 and Southeast 1/4 of Section 33 and part of the Southwest 1/4 of Section 34, T. 5 N., R. 10 E., Oxford Township, Oakland County, Michigan, according to the Plat thereof, as recorded in Liber 249 of Plats, Pages 38 through 50, both inclusive, Oakland County Records;

WHEREAS, the Declarant has also established certain other covenants and Restrictions pursuant to that certain "Declaration of Restrictions for Lakes of Indianwood Subdivision No. 5 and Second Amendment to Restated Declaration of Restrictions for Lakes of Indianwood Subdivision No. 1 and Declaration of Restrictions for Lakes of Indianwood Subdivision No. 2 and for Lakes of Indianwood Subdivision No. 3" (the "Second Amendment"), which Second Amendment is recorded in Liber 18165, Pages 136 through 140, both inclusive, Oakland County Records, for the benefit of all owners of lots in Lakes of Indianwood Subdivision No. 5 ("Subdivision No. 5"), located in the Township of Oxford, Oakland County, Michigan, and more particularly described as:

Lots 110 through 130, both inclusive, of Lakes of Indianwood Subdivision No. 5, of part of the Northeast 1/4 of Section 33, T.5 N., R.10 E., Oxford Township, Oakland County, Michigan, according to the plat thereof as recorded in Liber 257 of Plats, Pages 1 through 4, both inclusive, Oakland County Records; and

WHEREAS, the Original Restrictions as amended by the Amendment and Second Amendment are hereinafter referred to as the "Restrictions"; and

WHEREAS, the Declarant is the owner and proprietor of Lakes of Indianwood Subdivision No. 6 ("Subdivision No. 6"), located in the Township of Oxford, Oakland County, Michigan, described on Exhibit A attached hereto and more particularly described as:

Lots 131 through 168, both inclusive, and Arrowhead Park, Boyd Park, Bridge Park and Walkway Park, of Lakes of Indianwood Subdivision No. 6, part of the Southwest 1/4 of section 34, T.5N., R.10E., Oxford Township, Oakland County, Michigan, according to the Plat thereof as recorded in Liber 267, Pages 6 through 14, inclusive, Oakland County Records;

WHEREAS, Article XI, Section 3 of the Restrictions in part provides that "...Declarant, without the consent, vote, signature or approval of any Owner, the Association or any Members thereof, may ... amend, change or replace [the Restrictions]... as Declarant in its sole discretion deems necessary or desirable, including without limitation for the purpose of adding residential lots, condominium units and/or Common Area to the Association and making [the Restrictions] apply to such lots, condominium units and/or Common Area"; and

WHEREAS, Article XI, Section 4 of the Restrictions provides that "Declarant reserves the right at any time or times in the future to amend [the Restrictions] by adding to it one or more additional subdivisions of land or condominium developments located in Section 33 and/or Section 34 of the Township of Oxford and/or Section 4 of the Township of Orion, Michigan, hereafter developed and platted by Declarant or its assigns"; and

WHEREAS, Declarant desires to make the Restrictions applicable to each lot located within Subdivision No. 6, which is entirely located within Section 34 of the Township of Oxford, and desires to establish additional restrictions applicable to Subdivision No. 6; and

WHEREAS, Declarant desires to amend the Restrictions as set forth below.

NOW, THEREFORE, in consideration of the premises and the conditions, restrictions, covenants, agreements, easements, charges and liens contained herein, the Restrictions are hereby amended and additional conditions, restrictions, covenants, agreements, easements, charges and liens are hereby established as follows:

1. Except as modified below, all of the conditions, restrictions, covenants, agreements, easements, charges and liens, and the recitals set forth herein and in the Restrictions, are hereby made applicable to each and every lot in Subdivision No. 6.

2. Except as stated below, all of the conditions, restrictions, covenants and agreements, easements, charges and liens, and the recitals set forth in the Restrictions and herein, shall continue to be applicable to each and every lot in Subdivision No. 1, Subdivision No. 2, Subdivision No. 3, Subdivision No. 4, and Subdivision No. 5, and to the Common Area described in the Restrictions.

3. The Restrictions provide for the establishment of the Lakes of Indianwood Subdivision Association (the "Association"). The Association is now in existence. Membership in the Association, and payment of the Association assessments set forth in the Restrictions, is mandatory for each and every Owner of a lot in Subdivision No. 1, Subdivision No. 2, Subdivision No. 3, Subdivision No. 4 and Subdivision No. 5 and shall be mandatory for each and every Owner of a lot in Subdivision No. 6.

4. The Common Area described in the Restrictions is hereby reserved for the use and enjoyment of each of the Owners of lots located either in Subdivision No. 1, Subdivision No. 2, Subdivision No. 3, Subdivision No. 4, Subdivision No. 5 or Subdivision No. 6.

5. The following provisions are added to the restrictions and are applicable only to Subdivision No. 6:

a. Easements.

Private easements for public utilities have been granted and reserved on the plat of Subdivision No. 6. Without limiting the use of these easements by other permitted parties and utilities, the Detroit Edison Company is specifically granted the right of access to and from these easements reserved for public utilities for the purpose of constructing, reconstructing, modifying, adding to, operating and maintaining utility line facilities consisting of poles, guys, anchors, wires, manholes, conduits, pipes, cables, transformers and accessories. Accordingly, no buildings or other permanent structures shall be placed in the easement areas without the prior written consent of Detroit Edison Company and all municipalities and governmental authorities having jurisdiction. Detroit Edison Company shall be permitted to trim, cut down, remove or otherwise control any trees, bushes, branches and roots within the easement (or that could grow into the easement) and remove structures and fences in the easement area which Detroit Edison Company believes could interfere with the safe and reliable construction, operation and maintenance of Detroit Edison Company's facility. No trees, plant life, structures and fences shall be planted, grown, or installed within eight (8') feet of the front door and within two (2') feet of the other sides of transformers and switching cabinet enclosures. Detroit Edison Company shall not be responsible for damages to or removal of trees, plant life, structures and fences placed in front of transformer doors within such required clearance areas. Prior to the installation by Detroit Edison Company of its subdivision utility facilities, Declarant shall grade the easement area to within four (4") inches of the final grade shown on the approved Master Grading Plan of Subdivision No. 6. Following grading by the Declarant, each Owner shall, to the extent the easement is located on his lot, maintain this grading elevation. Each Owner shall be responsible to reimburse Detroit Edison Company for any repairs required as a result of damage caused to Detroit Edison Company's utility facilities by the Owner or by the Owner's agents, contractors or invitees.

b. Building Size Minimums.

Notwithstanding the criteria to the contrary set forth in the first sentence of Section 2 of Article VII of the Restrictions, no dwelling shall be permitted on any lot in Subdivision No. 6 unless the living area thereof is not less than 2,200 square feet in the case of a one-story dwelling, not less than 2,500 square feet in the case of a one and one-half story or "split level" dwelling, and not less than 2,700 square feet in the case of a two-story dwelling.

c. Exterior Building Materials.

The visible exterior walls of all dwelling structures in Subdivision No. 6 shall be wood, brick, brick veneer, stucco, dryvit and/or stone in any combination. Notwithstanding the foregoing, not less than sixty-five (65%) percent of each of a) the front elevation of all dwelling structures (all stories included), and b) the first floor (including, to the extent exposed above finish grade, any walkout basement and/or basement walls) of each side elevation and of the rear elevation of all dwelling structures, shall be faced with brick, stone and/or other materials approved by the Architectural Control Committee. Windows and doors shall not be included in calculating the total area of visible exterior walls. The use of exterior aluminum and/or vinyl siding is not permitted. The Architectural Control Committee may grant such exceptions to the restrictions set forth in this paragraph as it deems suitable, in its sole discretion.

d. Chimneys.

The exterior of all chimney chutes and chases attached to and located on the exterior of the front or any side elevation of any dwelling structure shall be completely covered by brick. The Architectural Control Committee may in its sole discretion grant such exceptions to this restriction as it deems suitable, as for example when extreme grade variations on a given lot cause the cost of bricking a chimney attached to the side of a dwelling to be excessive.

e. Minimum Yards.

No building shall be erected or maintained on any lot in Subdivision No. 6 which is nearer than forty (40') feet to the front lot line, ten (10') feet to the side lot line on one side, or thirty-five (35') feet to the rear lot line, nor shall the total of both side yards be less than thirty (30') feet in width with regard to interior lots. As to corner lots, any side yard abutting a street shall be considered a front yard for purposes of this Section 6.e. Approval of a variance by both the Architectural Control Committee and by the Oxford Township Board of Appeals permitting front, rear or side yards smaller than the above minimums shall be deemed a valid waiver of this restriction.

f. Minimum Lot Size.

No dwelling shall be erected, altered, placed on or permitted to remain on any lot in Subdivision No. 6 unless such lot or site has a width at the front building setback line of at least one hundred thirty (130') feet and an area of at least twenty thousand (20,000) square feet.

g. Tree Removal.

(1) Except for trees located either (a) within the driveway serving the dwelling structure constructed on the lot, or (b) within ten (10') feet of the dwelling structure constructed on the lot, no tree having a trunk diameter of six (6") inches or greater, as measured four (4') feet above existing grade, shall be removed from any lot, or relocated on the lot, without the prior approval of the Architectural Control Committee.

(2) Any area on any lot where scrub or undergrowth is removed shall promptly be seeded, sodded, planted with appropriate vegetation or otherwise landscaped to avoid soil erosion.

(3) No person shall perform any act or fail to perform any act which could result in damage to or destruction of trees not permitted to be removed.

(4) Nothing contained herein shall be construed to limit or prohibit the removal of diseased or dying trees or the trimming or removal of trees which could or might reasonably be expected to cause injury to persons or property if left untended.

h. No Septic Systems.

No septic system shall be installed on any lot in Subdivision No. 6.

i. Water Supply System.

Dwellings in Subdivision No. 6 shall be served by the Township of Oxford community water supply system (the "Water System"). No individual wells serving a single lot, or any other well, shall be installed in Subdivision No. 6 without the prior written permission of Declarant, which permission may be granted or withheld for any reason or for no reason.

Although not considered health related, the elevated hardness of the water to be supplied by the Water System may be aesthetically objectionable. Prospective residents of Subdivision No. 6 are advised that softening or treatment systems may be necessary or desirable for their drinking water.

Each Subdivision No. 6 lot Owner shall be obligated to pay when due any and all tap-in, metering, connection, and other fees and expenses (collectively, the "Tap-In Fees"), relating to the connection of the Water System to the residence to be constructed on the Owner's lot, which may be imposed by any and all governmental agencies having jurisdiction over the Premises, whether imposed prior to, simultaneously with, or subsequent to the connection of said residence to the Water System.

6. The following sentence shall replace in its entirety the first sentence of Article VIII, Section 1 of the Restrictions:

Section 1. Part of Lot 17 and portions of the Common Area within Subdivision No. 1, part of Lots 31, 34 and 35 and portions of the Common Area within Subdivision No. 2, part of Lots 37 and 40 through 45 inclusive, and portions of the Common Area within Subdivision No. 3 and part of Lots 46 through 76 inclusive, and 91, 92, 100, 101, 108, 109, and portions of the Common Area within Subdivision No. 4, part of Lots 111, 112, 121, and 122 within Subdivision No. 5 and part of Lots 131 through 139 inclusive, 142 through 155 inclusive, 158, 162, 163, 164, 165, 166 and portions of the Common Area within Subdivision No. 6 are within wetland areas.

7. The Restrictions and the provisions hereof shall be applicable to the present and future owners of lots located in Subdivision No. 1, Subdivision No. 2, Subdivision No. 3, Subdivision No. 4, Subdivision No. 5, or Subdivision No. 6. All lots located in Subdivision No. 1, Subdivision No. 2, Subdivision No. 3, Subdivision No. 4, Subdivision No. 5 or Subdivision No. 6 shall be used, held and/or sold expressly subject to the conditions, restrictions, covenants, agreements, easements, charges and liens set forth in the Restrictions and as provided herein, which conditions, restrictions, covenants, agreements, easements, charges and liens shall be incorporated by reference in all deeds of conveyance and contracts for the sale of said lots and shall run with the land and be binding upon all grantees and assigns and their respective heirs, personal representatives, successors and assigns.

8. All conditions, restrictions, covenants, agreements, easements, charges and liens in the Restrictions which are not herein specifically amended shall continue in full force and effect.

9. The invalidity of any of the conditions, restrictions, covenants, agreements, easements, charges and liens in the Restrictions or herein shall not affect the remaining portions thereof or hereof, and in such event the Restrictions as amended hereby shall be construed as if such invalid portion had not been contained therein or herein.

LIBER 21797 PAGE 620
\$15.00 MISC RECORDING
\$2.00 REIMBURSEMENT
09/12/2000 03:48:26 P.M. RECEIPT# 65517
PAID RECORDED - OAKLAND COUNTY
G. WILLIAM CANNELL, CLERK/REGISTER OF DEEDS

LAKES OF INDIANWOOD SUBDIVISION NO. 7

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

INDIANWOOD LIMITED PARTNERSHIP, a Michigan limited partnership ("Declarant"), having its principal office at 2025 West Long Lake Road, Suite 104, Troy, Michigan 48098, being the owner of the following described lands, herewith forms this Supplemental Declaration of Covenants and Restrictions this 17th day of January, 2000, and they shall run with and bind the lands hereinafter described, and shall inure to the benefit of, and be enforceable by, the owner of any land subject thereto, their respective legal representatives, heirs, successors and assigns, and in accordance with the provisions of Act No. 288, Public Acts of 1967 of the State of Michigan (the "Subdivision Control Act of 1967")

A. LAND COVERED BY THIS SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS:

Lots 169 through 243, both inclusive, and East Park, West Park, Pathfinder Park, Little Cedar Park, Ottawa Park, Walkway Park East and Center Post Park of Lakes of Indianwood Subdivision No. 7, part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of section 34, T.5N., R.10E., Oxford Township, Oakland County, Michigan, according to the Plat thereof as recorded in Liber 275, Pages 25 through 45, inclusive, Oakland County Records.

27025

B. COVENANTS AND RESTRICTIONS APPLICABLE TO LOTS 177 THROUGH 183, BOTH INCLUSIVE, ("SUBDIVISION NO. 7"):

1. No filling, grading, alteration or occupation of the 100 Year Flood Plain limit for Duck Lake, as shown on the recorded plat of Subdivision No. 7, will be allowed without the approval of the Michigan Department of Environmental Quality. The 100 Year Flood Plain limit for Duck Lake is elevation 1000.2 (N.G.V. datum) within the confines of Subdivision 7.

2. No building used or capable of being used for residential purposes and occupancy shall be constructed on lots 177 through 183 inclusive in Subdivision No. 7 unless the lowest floor, including basement floors, is constructed and maintained at or above elevation 1000.2 (N.G.V. datum).

SP
R

3. No lot shall be used for other than construction of single family dwellings.

C. COVENANTS AND RESTRICTIONS APPLICABLE TO LOTS 191 THROUGH 199, BOTH INCLUSIVE, ("SUBDIVISION NO. 7"):

1. No filling, grading, alteration or occupation of the 100 Year Flood Plain limit for Indianwood Lake, as shown on the recorded plat of Subdivision No. 7, will be allowed without the approval of the Michigan Department of Environmental Quality. The 100-Year Flood Plain limit for Indianwood Lake is elevation 995.0 (N.G.V. datum) within the confines of Subdivision 7.

O.K. - ML

2. No building used or capable of being used for residential purposes and occupancy shall be constructed on lots 191 through 199 inclusive in Subdivision No. 7 unless the lowest floor, including basement floors, is constructed and maintained at or above elevation 995.0 (N.G.V. datum).

3. No lot shall be used for other than construction of single family dwellings.

D. COVENANTS AND RESTRICTIONS APPLICABLE TO LOTS 206 THROUGH 208, BOTH INCLUSIVE AND LOT 210, LOT 213 AND LOT 214, ("SUBDIVISION NO. 7"):

1. No filling, grading, Alteration or occupation of the 100 Year Flood Plain limit for Little Cedar Lake, as shown on the recorded plat of Subdivision No. 7, will be allowed without the approval of the Michigan Department of Environmental Quality. The 100-Year Flood Plain limit for Little Cedar Lake is elevation 995.0 (N.G.V. datum) within the confines of Subdivision 7.

2. No building used or capable of being used for residential purposes and occupancy shall be constructed on lots 206 through 208 inclusive, lot 210, lot 213 or lot 214 in Subdivision No. 7 unless the lowest floor including basement floors, is constructed and maintained at or above elevation 995.0 (N.G.V. datum).

3. No lot shall be used for other than construction of single family dwellings.

E. PRESERVATION OF WETLANDS:

Section 1. Part of Lots 176 through 193, inclusive, 195 through 201, inclusive, 203 through 217, inclusive, 221 and 222, 227 through 229, inclusive, 233 through 237, inclusive, 239 through 243, inclusive, and portions of the Common Areas within Subdivision No. 7 are within wetland areas. "Private Conservation Preservation Easements" have been granted to the State of Michigan Department of Environmental Quality ("MDEQ") as depicted on the plat of Subdivision No. 7. Declarant reserves the right to enter into an easement agreement or agreements with the MDEQ in order to set forth the terms and conditions of such easements. All property covered by such easement is herein referred to as "Wetlands". Such easement may cover property that is not a wetland.

Section 2. Except as may be approved by both the Michigan Department of Environmental Quality and the Township of Oxford, the Wetlands shall not be filled, graded, improved, landscaped, altered or disturbed for any purpose, in order to protect and preserve the Wetlands. Without limiting the foregoing restriction, the creation of lawn or beach areas within the Wetlands is strictly prohibited, provided that a riparian owner shall not be deprived of his rights to access, dockage, use and title to natural accretions associated with his ownership of water frontage.

Section 3. Nothing contained in this Preservation of Wetlands provision shall be construed to limit or prohibit within the Wetlands the removal of diseased or dying trees, the trimming or removal of trees which could or might reasonably be expected to cause injury to persons or property if left untended, or the cleaning and clearing of scrub vegetation.

F. RESTRICTIONS ENFORCEABLE IN PERPETUITY:

The foregoing Covenants and Restrictions shall run with and bind the lands above described, in perpetuity, and may be enforced in the manner permitted by law, by any person or persons owning real property within Subdivision No. 7, and by any public body having jurisdiction under the provisions of Section 254 of Act No. 288, Public Acts of 1967 of the States of Michigan, against anyone who has or acquires an interest in the land subject to these Covenants and Restrictions.

Signed in the Presence of:

Signed by:

Carol E. Misner
Carol E. Misner

INDIANWOOD LIMITED PARTNERSHIP
a Michigan limited partnership

by: **BILTMORE PROPERTIES CORPORATION**
A Michigan corporation, General Partner

Joyce E. Kelly
Joyce E. Kelly

By: Jack R. Carnahan
Jack R. Carnahan
Its Vice-President

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The within instrument was acknowledged before me this 30th day of June, 2000, by Jack R. Carnahan, Vice-President of Biltmore Properties Corporation, a Michigan corporation, General Partner of Indianwood Limited Partnership, a Michigan limited partnership, on behalf of the partnership.

My Commission expires:

June 23, 2001

Joyce E. Kelly
Joyce E. Kelly, Notary Public
Oakland County, Michigan

DRAFTED BY AND WHEN RECORDED RETURN TO:

Jack R. Carnahan
2025 West Long Lake Road, Suite 104
Troy, Michigan 48098

SALEGAL\IW7\IW7 SUPPLEMENTARY RESTRICTIONS

2. No building used or capable of being used for residential purposes and occupancy shall be constructed on lots 191 through 199 inclusive in Subdivision No. 7 unless the lowest floor, including basement floors, is constructed and maintained at or above elevation 995.0 (N.G.V. datum).

3. No lot shall be used for other than construction of single family dwellings.

D. COVENANTS AND RESTRICTIONS APPLICABLE TO LOTS 206 THROUGH 208, BOTH INCLUSIVE AND LOT 210, LOT 213 AND LOT 214, ("SUBDIVISION NO. 7"):

1. No filling, grading, Alteration or occupation of the 100 Year Flood Plain limit for Little Cedar Lake, as shown on the recorded plat of Subdivision No. 7, will be allowed without the approval of the Michigan Department of Environmental Quality. The 100-Year Flood Plain limit for Little Cedar Lake is elevation 995.0 (N.G.V. datum) within the confines of Subdivision 7.

2. No building used or capable of being used for residential purposes and occupancy shall be constructed on lots 206 through 208 inclusive, lot 210, lot 213 or lot 214 in Subdivision No. 7 unless the lowest floor including basement floors, is constructed and maintained at or above elevation 995.0 (N.G.V. datum).

3. No lot shall be used for other than construction of single family dwellings.

E. PRESERVATION OF WETLANDS:

Section 1. Part of Lots 176 through 193, inclusive, 195 through 201, inclusive, 203 through 217, inclusive, 221 and 222, 227 through 229, inclusive, 233 through 237, inclusive, 239 through 243, inclusive, and portions of the Common Areas within Subdivision No. 7 are within wetland areas. "Private Conservation Preservation Easements" have been granted to the State of Michigan Department of Environmental Quality ("MDEQ") as depicted on the plat of Subdivision No. 7. Declarant reserves the right to enter into an easement agreement or agreements with the MDEQ in order to set forth the terms and conditions of such easements. All property covered by such easement is herein referred to as "Wetlands". Such easement may cover property that is not a wetland.

Section 2. Except as may be approved by both the Michigan Department of Environmental Quality and the Township of Oxford, the Wetlands shall not be filled, graded, improved, landscaped, altered or disturbed for any purpose, in order to protect and preserve the Wetlands. Without limiting the foregoing restriction, the creation of lawn or beach areas within the Wetlands is strictly prohibited, provided that a riparian owner shall not be deprived of his rights to access, dockage, use and title to natural accretions associated with his ownership of water frontage.

Section 3. Nothing contained in this Preservation of Wetlands provision shall be construed to limit or prohibit within the Wetlands the removal of diseased or dying trees, the trimming or removal of trees which could or might reasonably be expected to cause injury to persons or property if left untended, or the cleaning and clearing of scrub vegetation.

F. RESTRICTIONS ENFORCEABLE IN PERPETUITY:

The foregoing Covenants and Restrictions shall run with and bind the lands above described, in perpetuity, and may be enforced in the manner permitted by law, by any person or persons owning real property within Subdivision No. 7, and by any public body having jurisdiction under the provisions of Section 254 of Act No. 288, Public Acts of 1967 of the States of Michigan, against anyone who has or acquires an interest in the land subject to these Covenants and Restrictions.

Signed in the Presence of:

Signed by:

Carol E. Misner
Carol E. Misner

INDIANWOOD LIMITED PARTNERSHIP
a Michigan limited partnership

by: **BILTMORE PROPERTIES CORPORATION**
A Michigan corporation, General Partner

Joyce E. Kelly
Joyce E. Kelly

By: Jack R. Carnahan
Jack R. Carnahan
Its Vice-President

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The within instrument was acknowledged before me this 30th day of June, 2000, by Jack R. Carnahan, Vice-President of Biltmore Properties Corporation, a Michigan corporation, General Partner of Indianwood Limited Partnership, a Michigan limited partnership, on behalf of the partnership.

My Commission expires:

June 23, 2001

Joyce E. Kelly
Joyce E. Kelly, Notary Public
Oakland County, Michigan

DRAFTED BY AND WHEN RECORDED RETURN TO:

Jack R. Carnahan
2025 West Long Lake Road, Suite 104
Troy, Michigan 48098

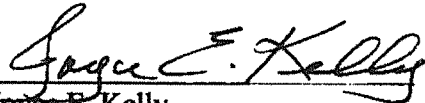
SALEGAL\IW7\IW7 SUPPLEMENTARY RESTRICTIONS

CONSENT OF MORTGAGEE

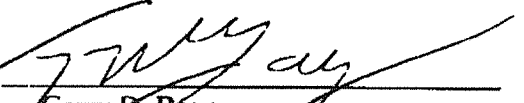
STANDARD FEDERAL BANK, a federal savings bank, whose address is 2600 W. Big Beaver, Troy, Michigan 48084, mortgagee of portions of Lakes of Indianwood Subdivision No. 7, pursuant to a Mortgage recorded at Liber 21565, Page 654, Oakland County Records, consents to the foregoing Supplementary Declaration of Covenants and Restrictions and agrees that its Mortgages shall be subordinate and subject to the foregoing Supplementary Declaration of Covenants and Restrictions.

WITNESSES:

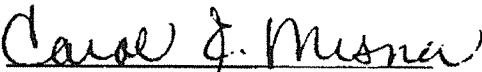
STANDARD FEDERAL BANK
A Federal savings bank



Joyce E. Kelly

By: 

Garry D. Boyer
Its Vice President




Carol E. Misner

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing was acknowledged before me this 30th day of June, 2000, by Garry D. Boyer, Vice President of Standard Federal Bank, a federal savings bank, on behalf of said bank.

My Commission expires:

June 23, 2001



Joyce E. Kelly, Notary Public
Oakland County, Michigan

PARENT PARCEL LEGAL DESCRIPTION

"LAKES OF INDIANWOOD SUB. NO. 7" Part of Section 34, T.5N., R.10E., Oxford Township, Oakland County, Michigan, being more particularly described as follows: Beginning at a point which is N89°10'36"E 989.80 ft. along the North line of Section 34 and the centerline of Drahner Road from the North 1/4 corner of said Section 34, T.5N., R.10E.; thence continuing N89°10'36"E 100.03 ft. along the North line of said Section 34 and the centerline of Drahner Road; thence S02°11'58"E 362.05 ft.; thence S02°39'02"E 486.52 ft. along the West line of "Hillcrest Villas Condominium Plan No. 374" (Liber 8623, Page 420, Oakland County Records); thence S02°22'02"E 1537.57 ft. along the West line of "Woodbriar Subdivision No. 2", (Liber 268, Pages 29 thru 33); thence S01°32'53"E 1216.29 ft. to Traverse Point "A"; thence S86°21'32"W 233 ft. to the shoreline of "Little Cedar Lake"; thence Northerly and Southerly 1621 ft. along the shoreline of said "Little Cedar Lake"; thence S86°21'32"W 93.00 ft. to Traverse Point "B" said point being locate along an intermediate Traverse Line for the next six (6) courses N47°37'38"W 366.52 ft. and S88°27'07"W 230.94 ft. and N33°32'37"W 425.87 ft. and S43°09'10"W 275.52 ft. and S36°58'47"E 150.24 ft. and S03°23'11"E 327.18 ft. from Traverse Point "A"; thence S86°21'32"W 402.50 ft. along the North line of "Indianwood Hills No. 2" (Liber 80, Page 2); thence S11°06'37"E 386.67 ft. to Traverse Point "C"; thence S11°06'37"E 167 ft. to the shoreline of "Little Cedar Lake" and "Indianwood Lake"; thence Southerly and Northerly 2577 ft. along the shoreline of said "Little Cedar Lake" and said "Indianwood Lake" and N13°15'00"W 35 ft. to Traverse Point "D" said point being located along an intermediate Traverse Line for the next ten (10) courses S00°50'39"W 169.91 ft. and S01°19'02"E 197.51 ft. and S15°48'40"E 239.51 ft. and N43°17'23"W 212.64 ft. and S63°22'07"W 150.00 ft. and N08°29'33"E 416.80 ft. and N06°46'10"W 230.45 ft. and N39°07'34"W 327.20 ft. and N79°57'26"W 287.84 ft. and S15°56'51"W 76.25 ft. from Traverse Point "C"; thence along the East line of "Lakes of Indianwood Sub. No. 6" as found in (Liber 267, Pages 6 thru 14) the following ten (10) courses N13°15'00"W 288.75 ft. and N20°20'05"W 148.92 ft. and N46°24'50"W 28.72 ft. and N14°47'51"W 109.28 ft. and N75°47'13"W 184.26 ft. and Northeasterly 30.00 ft. along the arc of a curve to the left (Radius of 330.00 ft., central angle 05°12'31", long chord bears N38°10'18"E 29.99 ft.) and N35°34'02"E 42.87 ft. and N54°25'58"W 210.00 ft. and S70°30'52"W 161.14 ft. and N68°20'35"W 212.73 ft. to Traverse Point "E"; thence N68°20'35"W 37.00 ft. to the shoreline of "Duck Lake"; thence Northerly and Easterly 1736 ft. along the shoreline of "Duck Lake"; thence N89°12'06"E 41 ft. to Traverse Point "F" said point being located along an intermediate Traverse Line for the next six (6) courses, N00°11'32"E 182.73 ft. and N19°45'56"W 463.26 ft. and N89°22'50"E 437.22 ft. and S62°24'07"E 192.04 ft. and N70°14'04"E 125.85 ft. and N00°47'54"W 231.35 ft. from Traverse Point "E"; thence N89°12'06"E 1090.30 ft.; thence N02°18'03"W 1080.00 ft.; thence N89°12'06"E 850.70 ft.; thence N02°39'02"W 618.62 ft.; thence N02°11'58"W 364.84 ft. to the point of beginning. Containing 107.839 Acres, more or less, and comprising 75 Lots, numbered 169 through 243, both inclusive and eight (8) private parks and plat includes all lands between intermediate traverse line and waters edge.

04-34-300-017

04-34-200-018

LIBER 22146 PAGE 61
\$19.00 RISC RECORDING
\$2.00 REPRINTEMENTATION
12/22/2000 11:36:27 A.M. RECEIPT# 88538
PAID RECORDED - OAKLAND COUNTY
G. WILLIAM CABELL, CLERK/REGISTER OF DEEDS

**DECLARATION OF RESTRICTIONS FOR
LAKES OF INDIANWOOD SUBDIVISION NO. 7
AND
FOURTH AMENDMENT TO RESTATED DECLARATION OF RESTRICTIONS
FOR LAKES OF INDIANWOOD SUBDIVISION NO. 1, 2, 3, 4, 5 AND 6**

WHEREAS, Indianwood Limited Partnership, a Michigan limited partnership, of 2025 West Long Lake Road, Suite 104, Troy, Michigan 48098, hereinafter referred to as "Declarant", has previously established certain restrictions pursuant to that certain "Restated Declaration of Restrictions for Lakes of Indianwood Subdivision No. 1 and Declaration of Restrictions for Lakes of Indianwood Subdivision No. 2 and for Lakes of Indianwood Subdivision No. 3", hereinafter referred to as the "Original Restrictions", for the benefit of all owners of lots in:

a) Lakes of Indianwood Subdivision No. 1 ("Subdivision No. 1") located in the Township of Orion, Oakland County, Michigan, and more particularly described as:

Lots 1 through 30, both inclusive, and Indianwood Park and Paint Creek Park of Lakes of Indianwood Subdivision No. 1, of part of the Northeast 1/4 of Section 4, T. 4 N., R. 10 E., Township of Orion, Oakland County, Michigan, according to the plat thereof as recorded in Liber 222 of Plats, Pages 15 through 19, both inclusive, Oakland County Records;

222015

09-04-252-000 Entire

b) Lakes of Indianwood Subdivision No. 2 ("Subdivision No. 2") located in the Township of Orion, Oakland County, Michigan, and more particularly described as:

Lots 31 through 36, both inclusive, and Indian Meadows Park and Pinewood Park of Lakes of Indianwood Subdivision No. 2, of part of the Northeast 1/4 of Section 4, T. 4 N., R. 10 E., Township of Orion, Oakland County, Michigan, according to the plat thereof as recorded in Liber 238 of Plats, Pages 27 through 29, both inclusive, Oakland County Records; and

09-04-226-000 Entire

c) Lakes of Indianwood Subdivision No. 3 ("Subdivision No. 3") located in the Township of Oxford, Oakland County, Michigan, and more particularly described as:

Lots 37 through 45, both inclusive, and Deer Path Trail Park East, Deer Path Trail Park West and Pinewood Park North of Lakes of Indianwood Subdivision No. 3, of part of the Southeast 1/4 of Section 33 and the Southwest 1/4 of Section 34, T. 5 N., R. 10 E., Township of Oxford, Oakland County, Michigan, according to the plat thereof as recorded in Liber 239 of Plats, Pages 4 through 7, both inclusive, Oakland County Records.

238027 04-33-477-000 Entire

which Original Restrictions are recorded in Liber 15342, Pages 392 through 417, both inclusive, Oakland County Records; and

WHEREAS, the Declarant has also established certain other covenants and Restrictions pursuant to that certain "Declaration of Restrictions for Lakes of Indianwood Subdivision No. 4 and First Amendment to Restated Declaration of Restrictions for Lakes of Indianwood Subdivision No. 1 and Declaration of Restrictions for Lakes of Indianwood Subdivision No. 2 and for Lakes of Indianwood Subdivision No. 3" (the "Amendment"), which Amendment is recorded in Liber 16846, Pages 897 through 903, both inclusive, Oakland County Records, for the benefit of all owners of lots in Lakes of Indianwood Subdivision No. 4 ("Subdivision No.

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4"), located in the Township of Oxford, Oakland County, Michigan, and more particularly described as:

Lots 46 through 109, both inclusive, and Deer Path Trail Park North and Duck Lake Park West, of Lakes of Indianwood Subdivision No. 4, of part of the Northeast 1/4 and Southeast 1/4 of Section 33 and part of the Southwest 1/4 of Section 34, T. 5 N., R. 10 E., Oxford Township, Oakland County, Michigan, according to the Plat thereof, as recorded in Liber 249 of Plats, Pages 38 through 50, both inclusive, Oakland County Records; and

249038 04-33-476-000 Entire

WHEREAS, the Declarant has also established certain other covenants and Restrictions pursuant to that certain "Declaration of Restrictions for Lakes of Indianwood Subdivision No. 5 and Second Amendment to Restated Declaration of Restrictions for Lakes of Indianwood Subdivision No. 1, 2, 3 and 4 (the "Second Amendment"), which Second Amendment is recorded in Liber 18165, Pages 136 through 140, both inclusive, Oakland County Records, for the benefit of all owners of lots in Lakes of Indianwood Subdivision No. 5 ("Subdivision No. 5"), located in the Township of Oxford, Oakland County, Michigan, and more particularly described as:

Lots 110 through 130, both inclusive, of Lakes of Indianwood Subdivision No. 5, of part of the Northeast 1/4 of Section 33, T.5 N., R.10 E., Oxford Township, Oakland County, Michigan, according to the plat thereof as recorded in Liber 257 of Plats, Pages 1 through 4, both inclusive, Oakland County Records; and

257004 4-33-481-000 Entire

WHEREAS, the Declarant has also established certain other covenants and Restrictions pursuant to that certain "Declaration of Restrictions for Lakes of Indianwood Subdivision No. 6 and Third Amendment to Restated Declaration of Restrictions for Lakes of Indianwood Subdivision No. 1, 2, 3, 4 and 5 (the "Third Amendment"), which Third Amendment is recorded in Liber 19998, Pages 640 through 646, both inclusive, Oakland County Records, for the benefit of all owners of lots in Lakes of Indianwood Subdivision No. 6 ("Subdivision No. 6"), located in the Township of Oxford, Oakland County, Michigan, and more particularly described as:

Lots 131 through 168, both inclusive, and Arrowhead Park, Boyd Park, Bridge Park and Walkway Park, of Lakes of Indianwood Subdivision No. 6, part of the Southwest 1/4 of Section 34, T.5N., R.10E., Oxford Township, Oakland County, Michigan according to the plat thereof as recorded in Liber 267 of Plats, Pages 6 through 14, both inclusive, Oakland County Records; and

267006 04-34-352-000 Entire

WHEREAS, the Original Restrictions as amended are hereinafter referred to as the "Restrictions"; and

WHEREAS, the Declarant is the owner and proprietor of Lakes of Indianwood Subdivision No. 7 ("Subdivision No. 7"), located in the Township of Oxford, Oakland County, Michigan, and more particularly described as:

Lots 169 through 243, both inclusive, and East Park, West Park, Pathfinder Park, Little Cedar Park, Walkway Park East, Center Post Park, Pathway Park North and Pathway Park South, of Lakes of Indianwood Subdivision No. 7, part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of section 34, T.5N., R.10E., Oxford Township, Oakland County, Michigan, according to the Plat thereof as recorded in Liber 275, Pages 25 through 45, inclusive, Oakland County Records;

275025 04-34-329-000 Entire

WHEREAS, Article XI, Section 3 of the Restrictions in part provides that "...Declarant, without the consent, vote, signature or approval of any Owner, the Association or any Members thereof, may ... amend, change or replace [the Restrictions]... as Declarant in its sole discretion deems necessary or desirable, including without limitation for the purpose of adding residential lots, condominium units and/or Common Area to the Association and making [the Restrictions] apply to such lots, condominium units and/or Common Area"; and

WHEREAS, Article XI, Section 4 of the Restrictions provides that "Declarant reserves the right at any time or times in the future to amend [the Restrictions] by adding to it one or more additional subdivisions of land or condominium developments located in Section 33 and/or Section 34 of the Township of Oxford and/or Section 4 of the Township of Orion, Michigan, hereafter developed and platted by Declarant or its assigns"; and

WHEREAS, Declarant desires to make the Restrictions applicable to each lot located within Subdivision No. 7, which is entirely located within Section 34 of the Township of Oxford, and desires to establish additional restrictions applicable to Subdivision No. 7; and

WHEREAS, Declarant desires to amend the Restrictions as set forth below.

NOW, THEREFORE, in consideration of the premises and the conditions, restrictions, covenants, agreements, easements, charges and liens contained herein, the Restrictions are hereby amended and additional conditions, restrictions, covenants, agreements, easements, charges and liens are hereby established as follows:

1. Except as modified below, all of the conditions, restrictions, covenants, agreements, easements, charges and liens, and the recitals set forth herein and in the Restrictions, are hereby made applicable to each and every lot in Subdivision No. 7.

2. Except as stated below, all of the conditions, restrictions, covenants and agreements, easements, charges and liens, and the recitals set forth in the Restrictions and herein, shall continue to be applicable to each and every lot in Subdivision No. 1, Subdivision No. 2, Subdivision No. 3, Subdivision No. 4, Subdivision No. 5, and Subdivision No. 6, and to the Common Area described in the Restrictions.

3. The Restrictions provide for the establishment of the Lakes of Indianwood Subdivision Association (the "Association"). The Association is now in existence. Membership in the Association, and payment of the Association assessments set forth in the Restrictions, is mandatory for each and every Owner of a lot in Subdivision No. 1, Subdivision No. 2, Subdivision No. 3, Subdivision No. 4, Subdivision No. 5 and Subdivision No. 6 and shall be mandatory for each and every Owner of a lot in Subdivision No. 7.

4. The Common Area described in the Restrictions is hereby reserved for the use and enjoyment of each of the Owners of lots located either in Subdivision No. 1, Subdivision No. 2, Subdivision No. 3, Subdivision No. 4, Subdivision No. 5, Subdivision No. 6 or Subdivision No. 7.

5. The following provisions are added to the restrictions and are applicable only to Subdivision No. 7:

a. Easements.

Private easements for public utilities have been granted and reserved on the plat of Subdivision No. 7. Without limiting the use of these easements by other permitted parties and utilities, the Detroit Edison Company is specifically granted the right of access to and from these easements reserved for public utilities for the purpose of constructing, reconstructing, modifying, adding to, operating and maintaining utility line facilities consisting of poles, guys, anchors, wires, manholes, conduits, pipes, cables, transformers and accessories. Accordingly, no buildings or other permanent structures shall be placed in the easement areas without the prior written consent of Detroit Edison Company and all municipalities and governmental authorities having jurisdiction. Detroit Edison Company shall be permitted to trim, cut down, remove or otherwise control any trees, bushes, branches and roots within the easement (or that could grow into the easement) and remove structures and fences in the easement area which Detroit Edison Company believes could interfere with the safe and reliable construction, operation and maintenance of Detroit Edison Company's facility. No trees, plant life, structures and fences shall be planted, grown, or installed within eight (8') feet of the front door and within two (2') feet of the other sides of transformers and switching cabinet enclosures. Detroit Edison Company shall not be responsible for damages to or removal of trees, plant life, structures and fences placed in front of transformer doors within such required clearance areas. Prior to the installation by Detroit Edison Company of its subdivision utility facilities, Declarant shall grade

the easement area to within four (4") inches of the final grade shown on the approved Master Grading Plan of Subdivision No. 7. Following grading by the Declarant, each Owner shall, to the extent the easement is located on his lot, maintain this grading elevation. Each Owner shall be responsible to reimburse Detroit Edison Company for any repairs required as a result of damage caused to Detroit Edison Company's utility facilities by the Owner or by the Owner's agents, contractors or invitees.

Private easements for the water supply system have also been granted and reserved on the plat of Subdivision No. 7. These private easements are perpetual and permanent easements in favor of the County of Oakland (collectively referred to as "grantee"), and grantee's successors, assigns and transferees, in, over, under and through the property so described on the Plat. These easements may not be amended or revoked except with the written approval of grantee. The easements are further conditioned as follows:

The easements shall be for the purposes of developing, establishing, constructing, repairing and maintaining the water supply system or related appurtenances, in any size, form, shape or capacity; the grantee shall have the right to sell, assign, transfer or convey these easements to any other governmental unit; no owner in the subdivision shall build or convey to others any permission to build any permanent structures on the said easements; no owner in the subdivision shall build or place on the area covered by the easements any other type of structure, fixture or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either actually impair or threaten to impair, obstruct, or adversely effect the rights of grantee under said easements; the grantee and its agents, contractors and designated representatives shall have right-of-entry on, and to gain access to, the easement property; all owners in the subdivision release grantee and its successors, assigns or transferees from any and all claims to damages in any way arising from or incident to the exercise by grantee of its rights under the said easement, and all owners covenant not to sue grantee for any such damages.

b. Building Size Minimums.

Notwithstanding the criteria to the contrary set forth in the first sentence of Section 2 of Article VII of the Restrictions, no dwelling shall be permitted on any lot in Subdivision No. 7 unless the living area thereof is not less than 2,200 square feet in the case of a one-story dwelling, not less than 2,600 square feet in the case of a one and one-half story or "split level" dwelling, and not less than 2,800 square feet in the case of a two-story dwelling.

c. Exterior Building Materials.

The visible exterior walls of all dwelling structures in Subdivision No. 7 shall be wood, brick, brick veneer, stucco, dryvit and/or stone in any combination. No T1-11 or any other type of plywood siding is allowed. Notwithstanding the foregoing, not less than sixty-five (65%) percent of each of a) the front elevation of all dwelling structures (all stories included), and b) the first floor (including, to the extent exposed above finish grade, any walkout basement and/or basement walls) of each side elevation and of the rear elevation of all dwelling structures, shall be faced with brick, stone and/or other materials approved by the Architectural Control Committee. White or whitish brick shall not be used. Brick color shall be approved by the Architectural Control Committee. Windows and doors shall not be included in calculating the total area of visible exterior walls. The use of exterior aluminum and/or vinyl siding is not permitted. The Architectural Control Committee may grant such exceptions to the restrictions set forth in this paragraph as it deems suitable, in its sole discretion.

d. Chimneys.

The exterior of all chimney chutes and chases attached to and located on the exterior of the front or any side elevation of any dwelling structure shall be completely covered by brick. The Architectural Control Committee may in its sole discretion grant such exceptions to this restriction as it deems suitable, as for example when extreme grade variations on a given lot cause the cost of bricking a chimney attached to the side of a dwelling to be excessive.

e. Minimum Yards.

No building shall be erected or maintained on any lot in Subdivision No. 7 which is nearer than forty (40') feet to the front lot line, ten (10') feet to the side lot line on one side, or thirty-five (35') feet to the rear lot line, nor shall the total of both side yards be less than thirty (30') feet in width with regard to interior lots. As to corner lots, any side yard abutting a street shall be considered a front yard for purposes of this Section 6.e. Approval of a variance by both the Architectural Control Committee and by the Oxford Township Board of Appeals permitting front, rear or side yards smaller than the above minimums shall be deemed a valid waiver of this restriction.

f. Minimum Lot Size.

No dwelling shall be erected, altered, placed on or permitted to remain on any lot in Subdivision No. 7 unless such lot or site has a width at the front building setback line of at least one hundred twenty (120') feet and an area of at least seventeen thousand (17,000) square feet.

g. Tree Removal.

(1) Except for trees located either (a) within the driveway serving the dwelling structure constructed on the lot, or (b) within ten (10') feet of the dwelling structure constructed on the lot, no tree having a trunk diameter of six (6") inches or greater, as measured four (4') feet above existing grade, shall be removed from any lot, or relocated on the lot, without the prior approval of the Architectural Control Committee.

(2) Any area on any lot where scrub or undergrowth is removed shall promptly be seeded, sodded, planted with appropriate vegetation or otherwise landscaped to avoid soil erosion.

(3) No person shall perform any act or fail to perform any act which could result in damage to or destruction of trees not permitted to be removed.

(4) Nothing contained herein shall be construed to limit or prohibit the removal of diseased or dying trees or the trimming or removal of trees which could or might reasonably be expected to cause injury to persons or property if left untended.

h. No Septic Systems.

No septic system shall be installed on any lot in Subdivision No. 7.

i. Water Supply System.

Dwellings in Subdivision No. 7 shall be served by the Township of Oxford community water supply system (the "Water System"). No individual wells serving a single lot, or any other well, shall be installed in Subdivision No. 7 without the prior written permission of Declarant, which permission may be granted or withheld for any reason or for no reason.

Although not considered health related, the elevated hardness of the water to be supplied by the Water System may be objectionable. Prospective residents of Subdivision No. 7 are advised that softening or treatment systems may be necessary or desirable for their drinking water.

Each Subdivision No. 7 lot Owner shall be obligated to pay when due any and all tap-in, metering, connection, and other fees and expenses (collectively, the "Tap-In Fees"), relating to the connection of the Water System to the residence to be constructed on the Owner's lot, which may be imposed by any and all governmental agencies having jurisdiction over the Premises, whether imposed prior to, simultaneously with, or subsequent to the connection of said residence to the Water System.

6. The following sentence shall replace in its entirety the first sentence of Article VIII, Section 1 of the Restrictions:

Section 1. As shown on each of the respective recorded plats, part of Lot 17 and portions of the Common Area within Subdivision No. 1, part of Lots 31, 34 and 35 and portions of the Common Area within Subdivision No. 2, part of Lots 37 and 40 through 45 inclusive, and portions of the Common Area within Subdivision No. 3 and part of Lots 46 through 76 inclusive, and 91, 92, 100, 101, 108, 109, and portions of the Common Area within Subdivision No. 4, part of Lots 111, 112, 121, and 122 within Subdivision No. 5 and part of Lots 131 through 139 inclusive, 142 through 155 inclusive, 158, 162, 163, 164, 165, 166 and portions of the Common Area within Subdivision No. 6, and part of lots 176 through 193 inclusive, 195 through 201 inclusive, 203 through 217 inclusive, 221 and 222, 227 through 229 inclusive, 233 through 237 inclusive, 239 through 243 inclusive and portions of the Common Area within Subdivision No. 7 are within wetland areas.

7. All conditions, restrictions, covenants, agreements, easements, charges and liens in the Restrictions which are not herein specifically amended shall continue in full force and effect and as hereby amended shall apply to Subdivision No. 7. All lots in Subdivision No. 1, Subdivision No. 2, Subdivision No. 3, Subdivision No. 4, Subdivision No. 5, Subdivision No. 6 and Subdivision No. 7 shall be used, held and/or sold expressly subject to the conditions, restrictions, covenants, agreements, easements, charges and liens set forth in the Restrictions, which conditions, restrictions, covenants, agreements, easements, charges and liens shall be incorporated by reference in all deeds of conveyance and contracts for the sale of said lots and shall run with the land and be binding upon all grantees and assigns and their respective heirs, personal representatives, successors and assigns.

8. The invalidity of any of the conditions, restrictions, covenants, agreements, easements, charges and liens in the Restrictions or herein shall not affect the remaining portions thereof or hereof, and in such event the Restrictions as amended hereby shall be construed as if such invalid portion had not been contained therein or herein.

