

LIBER 22146 PG 061

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LIBER 22146 PAGE 61  
\$19.00 MISC RECORDING  
\$2.00 REINUMENTATION  
12/22/2000 11:36:27 A.M. RECEIPT# 84538  
PAID RECORDED - OAKLAND COUNTY  
G. WILLIAM CADDELL, 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:

RECORDED IN THE  
S.E. MICHIGAN DIVISION

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

222015  
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

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

238027  
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

REC-2584

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

239004  
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

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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 04-33-481-000 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.

LIBER 22146 PG 057

IN WITNESS HEREOF, the undersigned have caused these presents to be executed on the 29th day of September, 2000.

In the Presence of:

Carol E. Misner  
Carol E. Misner

Joyce E. Kelly  
Joyce E. Kelly

**INDIANWOOD LIMITED PARTNERSHIP**  
a Michigan limited partnership

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

By: Norman J. Cohen  
Norman J. Cohen  
Its President

STATE OF MICHIGAN )  
                          ) SS  
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 29th day of September, 2000 by Norman J. Cohen, President of Biltmore Properties Corporation, a Michigan corporation, General Partner on behalf of Indianwood Limited Partnership, a Michigan limited partnership.

My Commission expires:  
June 23, 2001

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

**THIS INSTRUMENT DRAFTED BY  
AND AFTER RECORDING RETURN TO:**

Norman J. Cohen, Esq.  
Biltmore Properties Corporation  
2025 W. Long Lake Road, Suite 104  
Troy, Michigan 48098

( Part of Sidwell #04-34-300-017 and  
Part of Sidwell #04-34-200-018 )

SALEGAL\W7\W7 DECLARATION OF RESTRICTIONS  
rev. 9-25-00