

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
EASEMENTS AND LIENS**

THE CROSSINGS-SUBDIVISION I

Oakland Township, Oakland County, Michigan

REG/DEEDS PAID
0001 JAN.19.94 02:54PM
0411 MISC 39.00

This Declaration made this 10th day of November, 1993, by **ROBERTSON OAKLAND, INC.**, a Michigan corporation whose address is 3883 Telegraph Road, Suite 202, Bloomfield Hills, Michigan 48302 (hereinafter referred to as "Declarant").

WITNESSETH:

A#36 REG/DEEDS PAID
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WHEREAS, Declarant is the owner of certain real property located in the Township of Oakland, Oakland County, State of Michigan, and more particularly described in Exhibit A attached hereto, and incorporated herein by reference (the "Subdivision"); and

WHEREAS, the Subdivision has been platted in accordance with a plat recorded in Liber 229 of Plats, Pages 21-28, Oakland County Records and is now commonly known as The Crossings-Subdivision I; and *lots 1-45 two private pks. so*

WHEREAS, Declarant desires to impose upon the Subdivision (but not any property outside of the Subdivision, whether or not owned by Declarant) covenants, conditions and restrictions in order to insure the most beneficial development of the Subdivision as a single family residential area, to prevent any use thereof which might tend to diminish its valuable or pleasurable enjoyment, and to assure the harmony, attractiveness and utility thereof; to provide for Lot Owners in the Subdivision to bear certain expenses; and to impose other rights and obligations as set forth below; and

WHEREAS, the Subdivision is part of a residential development known as The Crossings of Oakland (the "Development"); and

WHEREAS, Declarant and others have joined in the execution of a certain Declaration of Covenants, Restrictions, Easements, Conditions and Liens - Open Space, dated November 16, 1993 and recorded in Liber 14271, Page 607, Oakland County Records (the "Open Space Declaration"), covering the Development and additional land, which is incorporated herein by reference; and

WHEREAS, Declarant has caused or will cause a non-profit corporation or corporations to be created under the laws of the State of Michigan for the purpose of exercising the powers and functions set forth in said Open Space Declaration, as well as such additional functions as may be herein described;

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

8/1/93

O.K. — LM

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean the Michigan nonprofit corporation formed by Declarant pursuant to the Open Space Declaration for the purpose of exercising the powers and functions described in the Open Space Declaration as well as such additional functions as may be herein described, (the "Master Association") or, if and when Declarant so elects, an Association separate and distinct from the Master Association formed for the purposes described herein (the "Subdivision Association"), but shall be deemed to include Declarant for the period prior to the delegation of Declarant's authority pursuant to Article X hereof. In the event Declarant elects to form a Subdivision Association, the authority of such Subdivision Association may, at the election of Declarant, be limited to the Subdivision, or it may include one or more other subdivisions within the Development. Until such time as Declarant elects to form a separate Subdivision Association, such powers and functions shall be exercised by the Master Association.

B. "Board" shall mean the Board of Directors of the Association.

C. "Common Areas" shall mean all of the land located within the Subdivision and neither dedicated to the public nor incorporated in any lot, specifically including, but not limited to, any land lying within the Subdivision which is designated as a Common Area in the Open Space Declaration.

D. "Declarant" shall mean Robertson Oakland, Inc., a Michigan corporation, or any successor or assign of Robertson Oakland, Inc. in and to those lots which have not been conveyed to individual lot owners for the purpose of constructing a dwelling thereon, provided, however, that such successor or assign shall only be deemed to be the Declarant hereunder if Robertson Oakland, Inc. specifically designates, in writing, that such successor or assign is to be the Declarant hereunder and such designation is recorded in the Office of the Register of Deeds in Oakland County, Michigan.

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

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

G. "Lot Owner" or "Owner" shall mean the holder of record title to, or the land contract purchaser of, a Lot.

H. "Member" shall mean a member of the Association.

I. "Open Space Declaration" shall mean that certain Declaration of Covenants, Restrictions, Easements, Conditions and Liens - Open Space, dated November 16, 1993 and recorded in Liber 14371, Page 407, Oakland County Records.

J. "Structure" shall mean any building, driveway, parking area, structure, dwelling, garage, shed, outbuilding, fence, wall, gazebo, hedge, in-ground swimming pool, swimming pool enclosure, bath house, or any other improvement of a permanent or substantial nature.

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

ARTICLE II

RIGHTS IN COMMON AREAS

The provisions of Article II of the Open Space Declaration as they pertain to Common Areas are incorporated herein by reference as if fully set forth.

ARTICLE III

ASSOCIATION MEMBERSHIP, VOTING RIGHTS AND GOVERNANCE

Every person who is an Owner (as herein defined) shall automatically be a Member of the Association. If and to the extent that the duties and functions of the Association are exercised by the Master Association, the provisions of Article III of the Open Space Declaration pertaining to Association membership, voting rights and governance shall be applicable, all of which are incorporated herein by reference as if fully set forth. Otherwise, voting rights shall be governed by the By-Laws of the Subdivision Association, which Subdivision Association shall be governed by a Board of Directors and officers elected in accordance with the By-Laws of the Subdivision Association.

ARTICLE IV

COVENANTS FOR MAINTENANCE AND CAPITAL CHARGES, LIENS

Section 1. Special Assessments for Lot Maintenance. In addition to the assessments authorized by the Open Space Declaration, the Association may levy a special assessment against any Lot or Lots, for the purpose of maintaining the exterior of any structure located thereon, for maintaining and caring for the surface thereof and any plantings or other vegetation located thereon. A special assessment for such purposes shall not be levied except in compliance with the following:

A. The Association shall determine that the maintenance and appearance of a Lot or Lots detracts from the appearance and attractiveness of the Subdivision and the buildings and other improvements located thereon. Such determination shall be made by a vote of the members as required for a Special Assessment for Capital Improvements, and subject to the quorum requirements for the same specified in the Open Space Declaration.

B. A written notice of that determination specifying exactly what in the opinion of the Association must be done in order to rectify the unsatisfactory condition has been delivered to the Owner of the offending Lot. Association representatives designated by the Board shall have the right to enter on any Lot to more accurately determine how any unsatisfactory condition may be best remedied.

C. The Owner receiving such notice shall be given a period of thirty (30) days after the receipt thereof to commence the required work.

D. If the Owner has not commenced the required work within said thirty day period or if having commenced such work it is not completed within a reasonable period of time after commencement, the Association shall have the right to go upon Owner's premises, complete the required work and assess the cost thereof against such premises, provided, however, such cost shall not exceed the reasonable cost for performing such work.

E. Any assessment levied under this Section 1 shall be due and payable thirty (30) days after the Owner has been rendered a statement therefor.

Section 2. Architectural Control Fees; Other Fees. Prior to Declarant's delegation of authority to the Association pursuant to Article X of this Declaration, Declarant shall have the right to assess fees or other charges against any Lot in the Subdivision concerning which Declarant has been requested to review and approve any architectural or other plans and/or specifications pursuant to Articles V and VI of this Declaration. The fees shall be in amounts reasonably sufficient to defray the actual out-of-pocket costs of architectural control activities performed by Declarant with respect to that Lot. Declarant shall also have the right to assess fees or other charges against every lot in the subdivision sufficient to defray the costs incurred by Declarant on the performance of any maintenance or other activity imposed on the Association by this Declaration or the Open Space Declaration and for which the Association is authorized to assess such costs and fees against the lots. Such fees or other charges shall be levied on such basis as Declarant deems reasonable, but not more often than monthly.

A. In addition to the foregoing, at the time of sale or other conveyance of any Lot, Declarant shall have the right to collect an amount equal to the projected fees and other charges for the first full year following the date of such sale or conveyance, as such amount is projected by Declarant.

B. Neither Declarant nor any member of the Association shall be compensated from such fees or other charges for the time expended in Association activities. As and when Declarant or the Association determines that the amount collected exceeds the anticipated costs of the future Association activities, any excess funds shall be delivered or credited to the Lot Owners on a prorata basis. Any excess funds collected by Declarant under this Paragraph B and not expended by Declarant shall be delivered to the Association at the time Declarant delegates all of its rights hereunder to the Association pursuant to Article X.

Section 3. Liens. All such assessments and fees shall be secured by a lien against the lot or lots in the same manner and to the same extent as assessments levied pursuant to the

Open Space Declaration, and may be enforced by the Association in the same manner as liens for assessments under the Open Space Declaration.

ARTICLE V

APPROVAL OF STRUCTURE

Section 1. Buildings. No Building may be erected, installed, or placed upon any Lot unless the Lot Owner of such Lot has submitted the following documentation to Declarant and Declarant has approved all of such documentation in writing:

A. A topographic survey of the Lot showing existing and proposed grades, the location of all trees in excess of 6 inches in diameter, and the proposed location of each Building located or to be located upon the Lot;

B. Construction and architectural plans including dimensioned floor plans, typical sections and all elevations for all Buildings to be constructed upon the Lot;

C. Specifications for each Building setting forth the type and quality of all materials and workmanship and including a detailed finish schedule for all exterior materials, products and finishes, with actual samples of all exterior materials;

D. A landscaping plan of the Lot showing finished grading, drainage, planting, seeding and lighting; and

E. A construction schedule specifying the commencement and completion dates of construction of the Buildings, as well as such other dates as Declarant may specify for completion of stages of the Buildings.

F. Declarant may, at its discretion, require that any or all of such plans and surveys be prepared and certified by a licensed architect, engineer or surveyor, as appropriate; provided, that Declarant's failure to require the same shall not relieve any Lot Owner from the requirements of any statute, ordinance or regulation governing the same.

G. A Lot Owner shall submit two (2) copies of the aforescribed documents to Declarant, and Declarant shall retain one (1) copy of each document for its records. Provided, that if Declarant is the owner of any Lot at the time the Building(s) is erected thereon, Declarant shall not be obligated to submit any of the foregoing documents.

Section 2. Other Structures. Except as may be hereafter provided, no other structure or improvement of any kind shall be erected, constructed or modified on any lot unless there shall first have been submitted to and approved by Declarant plans and specifications appropriate to the nature of the structure proposed.

Section 3. Plan Approval. Declarant intends and desires that all Structures within the Subdivision be architecturally harmonious and architecturally pleasing and that the design and location of such structures take into account the preservation of trees and the natural

environment of the Subdivision. In order to insure that such goals are accomplished, Declarant shall, in Declarant's sole discretion, have the right to approve or disapprove the appearance, construction, materials, proposed location, design, specifications or any other attribute of any Structure. All Buildings and Structures shall be of "traditional" architectural style.

Section 4. Construction, Alteration. A Lot Owner may only construct, install or place upon a Lot those Structures which have been approved in writing by Declarant in the manner set forth herein. A Lot Owner may not change, alter or modify an approved Structure without the written consent of Declarant.

Section 5. Delegation of Authority. Upon the delegation of Declarant's authority hereunder to the Association pursuant to Article X hereof, the Association shall appoint an Architectural Control Committee consisting of not less than three and not more than five members, all of whom shall be Lot Owners, to perform the architectural control functions pursuant to this Article V. Notwithstanding the foregoing, so long as Declarant owns one or more lots in the Subdivision, and for a period of five (5) years thereafter, Declarant shall have the right to designate at least one member of the Architectural Control Committee, which Designee need not be a lot owner.

Section 6. Time For Response. Declarant and/or the Association shall respond to any request for approval of plans submitted under this Article V or Article VI hereof within forty-five (45) days after receipt of the same by Declarant or the Association. If Declarant or the Association fails to respond to such request within the forty-five (45) day period the request shall be deemed to be approved.

ARTICLE VI

BUILDING RESTRICTIONS

Section 1. Single Dwelling. Except as otherwise permitted herein, no Structure may be constructed, installed or placed upon a Lot except for One (1) detached Dwelling which shall include an attached garage and appropriate driveway and parking areas. All Dwellings within the Subdivision shall contain the minimum square footage required at the time of construction by the Charter Township of Oakland.

Section 2. Setbacks. No Structure shall be placed, erected, installed or located on any Lot nearer to the front, side or rear lot line than is permitted by the ordinances of the Charter Township of Oakland in effect at the time of installation of such Structure.

Section 3. Completion. The exterior of all Dwellings and other Structures must be completed as soon as practical after construction commences, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities.

Section 4. Driveways, Garages. All driveways shall be paved with asphalt, concrete, brick pavers or other permanent, hard surface and shall be completed prior to occupancy. No gravel or unpaved driveways shall be permitted. All garages shall be attached to the Dwelling.

Section 5. Swimming Pools. No above ground swimming pools shall be erected or maintained on any Lot. All mechanical and electrical pool equipment shall be enclosed or screened so as not to be visible from the outside of any building or structure. The appearance and materials of such enclosure or screening shall be in harmony with and compatible with the rest of the building or structure.

Section 6. Fences. No fence, wall or hedge of any kind shall be erected or maintained on any Lot without the prior written approval of Declarant, except that a decorative white, two or three-rail fence, not more than four feet (4') high and substantially the same in design, appearance and materials as the fences installed by Declarant at the entrance to the Crossings may be placed in or around the back yard, only, of each Dwelling Unit without the prior written approval of Declarant. It shall be the policy of Declarant and the Association to encourage the use of a standard fence consistent with the foregoing. No fence, wall or hedge shall be located nearer to any front lot line than the rear building line without prior written approval of Declarant. No fence, wall or hedge shall be maintained or erected which blocks or hinders vision at street intersections. No chain link or stockade fences shall be permitted.

Section 7. Trees. Large trees measuring six (6) inches or more in diameter at ground level may not be removed without the written approval of Declarant. Prior to commencement of construction, each Lot Owner shall submit to Declarant a plan for the preservation of trees in connection with the construction process. The Lot Owner shall not commence construction unless such plan is approved by Declarant. It shall be the responsibility of each Lot Owner to maintain and preserve all large trees on its Lot, which responsibility includes welling trees, if necessary.

Section 8. Completion of Landscaping. All landscaping shall be completed within one hundred twenty (120) days after occupancy, weather permitting.

Section 9. Antennae, Satellite Dishes. No outside television antenna or other antenna, or aerial saucer, dish or similar device shall be placed, constructed, altered or maintained on any Lot, unless Declarant determines in its sole discretion that the absence of an outside antenna causes substantial hardship with respect to a particular Lot. The foregoing notwithstanding, until such time as either cable television or community access television ("CATV") is made available to lot owners, whether by a commercial cable television operator, the Declarant, the Association or other cooperative venture, each lot owner shall be permitted to maintain one outdoor satellite dish, ground mounted, not to exceed two and one-half feet (2 1/2") in diameter; provided, that all such satellite dishes shall be screened from view by decorative shrubbery and, provided further, that such satellite dishes shall be removed not later than two years after either cable television or CATV is available to the lot owner.

Section 10. Dog Kennels. Dog kennels or runs or other enclosed shelters for permitted animals must be architecturally compatible with the dwelling and must be approved by Declarant and, if required by township ordinances, the Township of Oakland, relative to the location or design of fencing. It shall be the policy of Declarant that invisible fencing shall be encouraged around all dog runs and kennels, and other types of fencing will not be approved unless the use of invisible fencing is not feasible. Each Lot Owner must keep any such kennel, shelter or run in clean and sanitary condition.

Section 11. No Temporary Structures. No mobile home, trailer, house or camping trailer, tent, shack, tool storage shed, barn, tree house or other similar outbuilding or structure shall be utilized for residence purposes on any Lot at any time, either temporarily or permanently.

Section 12. No Change of Grade or Other Drainage Facilities. In no event shall any Lot Owner make any change in grade or other facilities which provide for drainage in any manner which would adversely affect the drainage flow or the functioning of the drainage system within the Subdivision without the prior written consent of the Declarant and the Charter Township of Oakland.

Section 13. Special Wetlands Restriction For Lots 22, 28, 30, 34 and 37 and Wetlands Buffer. No portion of any deck, patio or other structure may extend into or otherwise encroach upon that portion of Lots 22, 28, 30, 34 and 37 of the Crossings of Oakland - Subdivision I lying within the wetlands area as shown on the plat, nor shall any permanent footing, support post, foundation or other support component thereof be located within any portion of any lot lying within a wetland buffer area, whether or not the same is shown on the plat, so long as applicable township ordinances require the continued existence of such wetland buffer. In the event any such deck, patio or other structure extends into or otherwise encroaches upon such wetlands or wetlands buffer in violation of this Section 13 and the lot owner fails or refuses to remove the same within thirty (30) days after written notice of the same from the Association, then the Association shall have the right and responsibility to remove the same. The cost of such removal shall be a personal obligation of the lot owner and a charge against the lot, shall be secured by a lien against the lot, and shall be enforceable by the Association in the same manner and to the same extent as liens for Assessments pursuant to Article IV above. The continued existence of, and restrictions on the use of, any wetland buffer, whether or not depicted on the plat, shall be governed by applicable Oakland Township ordinances.

ARTICLE VII

USE RESTRICTIONS

Section 1. Applicability. The restrictions, conditions and requirements set forth herein shall apply to each and every Lot. All Lot Owners, as well as their family members, guests, occupants and invitees, shall comply with the restrictions, conditions and requirements set forth herein.

Section 2. Residential Use. Upon sale or conveyance to individual purchasers, all Lots shall be used only for single family residential purposes. No part of any Dwelling or other Structure shall be used for any activity normally conducted as a business.

Section 3. Signs, Mailboxes. No signs shall be erected or maintained on any Lot without the prior written permission of Declarant except one sign not to exceed five (5) square feet in area advertising the Lot on which it is located for sale or lease, or except as may be required by legal proceedings. If such permission is granted, Declarant reserves the right to restrict size, color and content of such signs. Unless otherwise specified by Declarant, any signs permitted by it shall have a black background and gold lettering (except that licensed real estate brokers

may use their standard "for sale" signs), and shall not exceed the size of a normal "for sale" sign. All property identification signs, delivery receptacles, yard lights and the like shall be of a standard color, size and style determined by Declarant and shall be erected only in areas designated by Declarant. All mailboxes shall be mounted on wooden or "wood look" posts similar to those placed by Declarant at Declarant's models, or as otherwise approved by Declarant, and shall be U.S. post office approved rural delivery type boxes.

Section 4. Temporary Use. No structure of a temporary character shall be placed upon any Lot at any time, provided, however, that this prohibition shall not apply to shelters approved by Declarant and used by a contractor during construction.

Section 5. Vehicles, Boats, Trailers. Trailers, trucks, boats, aircraft, commercial vehicles, campers or other recreational vehicles, or other vehicles except passenger cars and non-commercial passenger vans, shall not be parked or maintained on any Lot or street in the Subdivision unless in a suitable private garage which is built in accordance with the restrictions set forth herein. Provided, that occasional parking of recreational vehicles or trailers for periods not to exceed 48 hours in preparation for departure on, or return from, trips on vacations shall be permitted.

Section 6. Pets. No animals or fowl (except common household pets) shall be kept or maintained on any Lot, and household pets shall be confined to the Lot. Pets causing a nuisance or destruction shall be restrained.

Section 7. Maintenance. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or ground on such Lot which shall tend to substantially decrease the beauty of the Subdivision as a whole or any specific area thereof. No lawn ornaments, sculptures or statues shall be placed or permitted to remain on any Lot without the prior written permission of Declarant.

Section 8. Nuisances. No noxious or offensive activity shall be performed upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the other Lots or Lot Owners. There shall not be maintained any animals or device or thing of any sort whose normal activities or existence is in any way noxious, noisy, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the reasonable enjoyment of other Lots in the Subdivision. Declarant shall be the final arbiter of whether a particular animal, device or thing is in violation of the foregoing restrictions.

Section 9. Declarant's Right to Maintain. Declarant reserves for itself and its agents the right to enter upon any Lot for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of Declarant detracts from the overall beauty, setting and safety of the Subdivision. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. Declarant and its agents may likewise enter upon such land to remove any trash which has collected on such Lot without such entrance and removal being deemed a trespass. The provisions of this paragraph shall not be construed as an obligation on the part of Declarant to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services.

ARTICLE VIII

EASEMENTS

Section 1. Utility Easements. Declarant hereby reserves all easements as shown on the plat. Such easements shall be for the purpose of installing, maintaining, repairing and replacing electrical, telephone, and television poles, wires, cables, conduits, sewers, pipes and equipment, water main and pipes, water retention ponds and drainage ditches, and similar equipment used by other similar public conveniences or utilities, or as otherwise designated on the plat. Declarant shall have the right to assign its easements rights hereunder to one or more utility companies or municipal authorities or other similar entity which operates such public conveniences and utilities. The easements reserved hereunder include the right to cut any trees, bushes, or shrubbery, make any such gradings, or take any other action reasonably necessary to ensure the economical and safe operation of such public conveniences and utilities, and to maintain high standards of health, safety and appearance. The foregoing notwithstanding, nothing contained in this Article shall be construed as an obligation of Declarant to provide or maintain the services described above.

Section 2. Conservation Easement. Portions of the Subdivision are subject to a wetlands conservation easement (the "Conservation Easement") as shown on the plat pursuant to a grant of easement recorded at Liber _____, Page _____, Oakland County Records. No Lot Owner shall construct, nor permit to be constructed, within the easement area any building, structure or other improvement, nor shall any Lot Owner conduct or permit to be conducted, within the easement area any activity prohibited by the terms of the Conservation Easement or the Goemaere-Anderson Wetland Protection Act, Act 203 of the Public Acts of 1979, as amended.

Section 3. Drainage Easement. Portions of the Subdivision are subject to a perpetual and permanent easement, which is hereby created, in favor of the Oakland County Drain Commissioner, The Crossings Drainage District, and the County of Oakland (collectively referred to as "Grantee"), and Grantee's successors, assigns and transferees, in, over, under and through the property as shown on the plat which easement may not be amended or revoked except with the written approval of Grantee, and which contains the following terms and conditions and grants the following rights:

1. The easement shall be for the purposes of developing, establishing, constructing, repairing, maintaining, deepening, cleaning, widening and performing any associated construction activities and grading in connection with any type of drainage facilities or storm drains in any size, form, shape or capacity, within the easement areas;
2. The Grantee shall have the right to sell, assign, transfer or convey this easement to any other governmental unit;
3. No Lot Owner in the Subdivision shall build or convey to others any permission to build any permanent structures on the said easement;

4. No Lot Owner in the Subdivision shall build or place on the area covered by the easement any type of structure, fixture or object, or engage in any activity or take any action, or convey any property interest or right, that in any way either actually or threaten to impair, obstruct, or adversely affect the rights of Grantee under the said easement;
5. The Grantee and its agents, contractors and designated representative shall have right of entry on, and to gain access to, the easement property for the purposes set forth in the easement;
6. All Lot 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 construction and maintenance of a drain or sewer in the easement area or otherwise arising from or incident to the exercise by Grantee of its rights under the said easement, and all Lot Owners covenant not to sue Grantee for any such damages.

ARTICLE IX

SUBDIVISION OF A LOT

No Lot shall be subdivided, or its boundary lines changed, without the written consent of Declarant. Declarant hereby expressly reserves to itself the right to replat or subdivide any two (2) or more Lots shown on the plat or preliminary plat of the Subdivision in order to create a modified building Lot or Lots and to take such other steps as are reasonably necessary to make such replatted Lot suitable and fit as a building site, including, but not limited to, the relocation of easements, walkways and rights to conform to the new boundaries of such replatted Lots.

ARTICLE X

DELEGATION OF AUTHORITY TO OWNERS' ASSOCIATION

At such time as all of the Lots in the Development are sold by Declarant and Dwellings are erected thereon, or at such earlier time as Declarant may elect in its sole discretion, Declarant shall assign, transfer and delegate to the Association all of its rights as set forth in this Declaration, including all rights of approval and enforcement as set forth herein. From and after the date of such assignment, delegation or transfer, the Association shall exercise all of the authority and discretion granted to Declarant in this Declaration, and Declarant shall have no further responsibilities with respect to such matters.

ARTICLE XI
WETLANDS AND BUFFERS

Section 1. Repair. It shall be the obligation of any Lot Owner, any portion of whose lot is located within a regulated wetland or a wetland buffer created pursuant to any applicable township ordinance and who has caused or permitted to be caused any damage or impairment of such wetlands or buffer, to repair any such damage or impairment and to restore the wetland and/or buffer to its condition prior to the occurrence of such damage or impairment.

Section 2. Maintenance. The Declarant and the Association (the Master Association in the event Declarant elects to form a Subdivision Association hereunder) shall have the authority and responsibility to operate, maintain, manage and improve all drainage, detention and retention facilities so as to ensure the continued functioning of the same as intended and to preserve and maintain all wetlands and water courses on the Property. The Declarant and/or the Association, as applicable, shall establish a regular and systematic program of maintenance for all drainage, detention and retention facilities to ensure that the physical condition and the intended function of such areas and facilities shall be perpetually preserved and maintained. The Declarant and/or the Association, as applicable, shall also establish a regular program and/or plan to ensure the maintenance of all wetlands and water courses on the Property. All of such maintenance shall be at a level consistent with the maintenance obligations imposed by applicable statutes or ordinances governing the same and neither the Declarant nor the Association shall be obligated to comply with a standard of maintenance higher than the standard with which the County of Oakland complies in the maintenance of such areas within its jurisdiction and control.

Notwithstanding the foregoing, neither the Declarant nor the Association shall have any obligation to maintain any of such areas which have been dedicated to the public or subjected to an easement in favor of the State of Michigan, the County of Oakland or any other governmental agency or authority which has, by the acceptance of such dedication or easement, undertaken the obligation to maintain the same.

Section 3. Township's Right to Maintain. In the event the Declarant, the Association or any Lot Owner obligated to make any repair or perform any maintenance with respect to any wetlands, water courses, drainage facilities, detention facilities and/or retention facilities in accordance with the preceding Sections 1 and 2, and Article VI, Section 13 hereof, fails to make such repair or perform such maintenance, the Charter Township of Oakland shall have the right to perform the same, and recover expenses and administrative fees to the same extent, and in accordance with the same procedure, established in Article VI, Section 2 of the Open Space Declaration, the terms and provisions of which are incorporated herein by this reference. Nothing contained herein shall be deemed to grant or permit the Township to make any repair or perform any maintenance, nor to impose the cost thereof on the Declarant, the Association or the Lot Owners, in excess of that required by Sections 1 and 2 of this Articles XI.

ARTICLE XII

EXCULPATION FROM LIABILITY

As provided in Article V hereof, the primary purpose for providing for architectural control is to ensure the proper and harmonious development of the Subdivision in order to maximize the aesthetic beauty of the Subdivision and its blending with the surrounding area. To this end, Declarant or the Association, as the case may be, shall be deemed to have broad discretion in terms of determining what Dwellings, fences, walls, hedges or other Structures will enhance the aesthetic beauty and desirability of the Subdivision, or otherwise further or be consistent with the purpose of any restrictions. In no event shall either Declarant or the Association have any liability whatsoever to anyone for their approval or disapproval of plans, drawings, specifications, elevations or the Dwellings, fences, walls, hedges or other Structures subject hereto, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. Neither Declarant nor the Association shall have liability to anyone including, but not limited to, Lot Owners, for approval of plans, specifications, structures or the like which are not in conformity with the provisions of this Declaration, or for disapproving plans, specifications, structures or the like which may be in conformity with the provisions hereof.

In no event shall any party have the right to impose liability on, or otherwise contest judicially, the Declarant or the Association for any decision of the Declarant or the Association (or alleged failure of the Declarant or the Association to make a decision) relative to the approval or disapproval of a Structure or any aspect or other matter as to which the Declarant reserves the right to approve or waive under this Declaration. The approval of the Declarant (or the Association, as the case may be) of a Structure or other matter shall not be construed as a representation or warranty that the Structure or matter is in conformity with the ordinances or other requirements of the Charter Township of Oakland or any other governmental authority. Any obligation or duty to ascertain any such nonconformities, or to advise the Owner or any other person of the same (even if known), is hereby disclaimed.

ARTICLE XIII

DURATION AND ENFORCEMENT

Section 1. Duration. The provisions hereof shall run with the land and bind the Lots within the Subdivision for a period of twenty-five (25) years from the date hereof, after which time they shall be extended automatically for successive periods of ten (10) years unless, subject to the limitations set forth in Article XIV, Section 4 of this Declaration, seventy-five percent (75%) of the Lot Owners in the Subdivision vote in writing to amend, limit or remove the restrictions set forth herein.

Section 2. Enforcement. In addition to any other remedy provided for herein or under applicable law, the Declarant, the Association, or, in the event the Association fails to act, the Lot Owners of ten (10) Lots in the Subdivision shall have the right at any time or times during the term of this Declaration to proceed at law or in equity against any person violating or attempting to violate any provision contained herein, to prevent or abate such violations, to compel

compliance with the terms hereof, to enter upon any land within the Subdivision and correct any condition in and remove any building, improvement or other Structure erected, installed or maintained in violation of the terms hereof at the violating Lot Owner's expense, and to recover damages or other compensation for any violation. Any such entry shall not constitute a trespass. The Declarant or any other party having a right to enforce the terms of this Declaration may recover against a Lot Owner violating the provisions of this Declaration all reasonable costs incurred in enforcing such provisions in any of the foregoing ways, including the costs of removing offending Structures and actual attorneys fees and other litigation costs.

Section 3. Non-Waiver. The failure to enforce any provision contained herein in any particular instance shall not be deemed a waiver of the right to do so as to any continuing, subsequent or other violation.

ARTICLE XIV

AMENDMENT

Section 1. Declarant's Right to Amend. Until such time as seventy-five percent (75%) of the Lots within the Subdivision are sold and conveyed, Declarant reserves the right to amend this Declaration unilaterally by executing a written instrument and recording same with the Office of the Register of Deeds, Oakland County, Michigan.

Section 2. Transition Period. At such time as seventy-five percent (75%) or more, but less than one hundred percent (100%) of the Lots within the Subdivision are sold and conveyed, this Declaration shall not be amended without the consent of Declarant and at least fifty-one percent (51%) of the Lots, each Lot being entitled to one (1) vote. Declarant shall be entitled to one vote for each Lot owned by Declarant.

Section 3. Amendment by Owners. At such time as (i) Declarant has sold and conveyed all of the Lots in the Subdivision and (ii) Declarant has delegated all of its rights hereunder to the Association, then Declarant's consent shall not be required to any proposed amendment to the Declaration. Provided that, except as provided in Article XII, Section 1, and in this Article XIII, this Declaration cannot thereafter be amended without the written consent of seventy-five percent (75%) of Lot Owners. Provided, that no such amendment shall be effective to eliminate or restrict a right of any lot owner voting against such amendment which would otherwise exist but for such amendment and, provided further, that such amendment shall be effective against any successor in title to any lot owner voting against such amendment.

Section 4. Limitation on Amendments. The rights granted to the County of Oakland, the Oakland County Drain Commissioner, The Crossings Drainage District, and their successors and assigns, under Article VIII Section 3 of this Declaration may not, however, be amended, limited, revoked or terminated without the express written consent of the Grantee thereunder. Any purported amendment or modification of the rights granted thereunder shall be void and without legal effect unless agreed to in writing by the Grantee, its successors or assigns. In addition, no amendment, revocation or termination hereof shall be effective with respect to the rights granted to the Grantee under the Conservation Easement referred to in Article VIII, Section 2 of this

Declaration, the obligations and restrictions imposed by Article VI, Section 13 and Article XI of this Declaration, nor the rights granted to the Charter Township of Oakland by Article XI of this Declaration without the prior written approval of either the Grantee under the Conservation Easement or the Charter Township of Oakland, as appropriate.

ARTICLE XV

TOWNSHIP ORDINANCES

All restrictions set forth in this Declaration are separate and distinct from the ordinances of the Township of Oakland. All lots are subject to the ordinances of the Charter Township of Oakland and neither the Declarant nor the Association have any authority to modify, vary or waive any provision of such ordinances.

ARTICLE XVI

ASSOCIATION BYLAWS

The Bylaws of the Master Association and, if and when formed, the Subdivision Association, are incorporated herein by reference as if fully set forth, both for the purposes of this Declaration and the Open Space Declaration as it affects the Subdivision. In the event of any conflict between those Bylaws and this Declaration or the Open Space Declaration, the terms of the Declarations shall govern.

ARTICLE XVII

SEVERABILITY

The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision hereof.

IN WITNESS WHEREOF, Declarant has duly executed this Declaration this 10th day of November, 1993.

WITNESSES:

ROBERTSON OAKLAND, INC., a Michigan Corporation

James C. John
James C. John
Robert S. Macdonald
Melby K. Macdonald

By: [Signature]
Paul Robertson
Its: PRESIDENT

(Acknowledgment continued on next page)

**EXHIBIT A TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS EASEMENTS AND LIENS**

45

THE CROSSINGS-SUBDIVISION I

lots 1-45 two private PLS. so

229021

Part of the Northeast 1/4 and part of the Northwest 1/4 of Section 30, T.4N., R.11E., Oakland Township, Oakland County, Michigan. Beginning at a point which is S 01° 28' 15" E 1668.00 ft. along the East line of Section 30 and the centerline of Adams Road (120 ft. wd.) from the Northeast corner of Section 30, T.4N., R.11E.; thence continuing S 01° 28' 15" E 100.00 ft. along said East line of Section 30 and the centerline of said Adams Road; thence S 88° 31' 45" W 143.80 ft.; thence Westerly 134.26 ft. along the arc of a curve to the right (Radius of 340.00 ft., central angle of 22° 37' 30", long chord bears N 80° 09' 30" W 133.39 ft.); thence N 68° 50' 45" W 218.80 ft.; thence Westerly 100.62 ft. along the arc of a curve to the left (Radius of 257.00 ft., central angle of 22° 25' 56", long chord bears N 80° 03' 43" W 99.98 ft.); thence S 88° 43' 19" W 565.73 ft.; thence Westerly 182.90 ft. along the arc of a curve to the left (Radius of 357.00 ft., central angle of 29° 21' 13", long chord bears S 74° 02' 43" W 180.90 ft.); thence S 01° 16' 41" E 423.71 ft.; thence S 82° 18' 46" W 812.94 ft.; thence Northeasterly 258.40 ft. along the arc of a curve to the right (Radius of 432.00 ft., central angle of 34° 16' 15", long chord bears N 30° 56' 26" E 254.56 ft.); thence N 41° 55' 27" W 86.00 ft.; thence N 38° 36' 14" W 159.18 ft.; thence Northwesterly 27.35 ft. along the arc of a curve to the left (Radius of 220.00 ft., central angle of 07° 07' 26", long chord bears N 42° 09' 57" W 27.34 ft.); thence N 45° 43' 40" W 60.00 ft.; thence S 44° 16' 20" W 135.99 ft.; thence N 43° 08' 20" W 138.17 ft.; thence N 21° 41' 20" W 379.87 ft.; thence N 25° 33' 24" W 163.99 ft.; thence N 64° 10' 05" W 141.98 ft.; thence S 87° 59' 57" W 191.19 ft.; thence N 72° 51' 08" W 123.41 ft.; thence N 57° 09' 57" W 122.59 ft.; thence N 41° 45' 39" E 305.00 ft.; thence N 87° 59' 57" E 275.00 ft.; thence N 88° 17' 32" E 570.64 ft.; thence S 01° 42' 28" E 110.63 ft.; thence S 10° 11' 17" E 41.05 ft.; thence S 13° 25' 50" W 230.88 ft.; thence N 80° 40' 18" E 150.13 ft.; thence S 73° 49' 09" E 199.46 ft.; thence S 46° 00' 37" E 154.39 ft.; thence N 88° 43' 19" E 150.00 ft.; thence N 01° 16' 41" W 262.64 ft.; thence Northerly 144.06 ft. along the arc of a curve to the left (Radius of 200.00 ft., central angle of 41° 16' 12", long chord bears N 21° 54' 47" W 140.97 ft.); thence N 42° 32' 53" W 30.00 ft.; thence N 47° 27' 07" E 60.00 ft.; thence S 42° 32' 53" E 30.00 ft.; thence Southeasterly 71.37 ft. along the arc of a curve to the right (Radius of 260.00 ft., central angle of 15° 43' 40", long chord bears S 34° 41' 03" E 71.15 ft.); thence N 63° 10' 47" E 78.66 ft.; thence N 88° 43' 19" E 104.43 ft.; thence S 01° 16' 41" E 660.00 ft.; thence Easterly 179.90 ft. along the arc of a curve to the right (Radius of 443.00 ft., central angle of 23° 16' 05", long chord bears N 77° 05' 16" E 178.67 ft.); thence N 88° 43' 19" E 565.73 ft.; thence Easterly 134.29 ft. along the arc of a curve to the right (Radius of 343.00 ft., central angle of 22° 25' 56", long chord bears S 80° 03' 43" E 133.43 ft.); thence S 68° 50' 45" E 181.20 ft.; thence Easterly 102.67 ft. along the arc of a curve to the left (Radius of 260.00 ft., central angle of 22° 37' 30", long chord bears S 80° 09' 30" E 102.00 ft.); thence N 88° 31' 45" E 176.20 ft. to the point of beginning. Part of Sidwell Numbers 10-30-100-002, 10-30-200-003 and 10-30-200-008. *front faces.*

Subject to the rights of the public in Gunn Road. Also subject to any easements, restrictions or rights-of-way recorded or otherwise.