

BYLAWS

THE CROSSINGS OF OAKLAND PROPERTY OWNERS ASSOCIATION

ARTICLE I

ASSOCIATION OF LOT OWNERS

The Crossings of Oakland, a single-family residential development (the "Development") located in the Township of Oakland, Oakland County, Michigan, shall be administered by an Association of Lot Owners which shall be a non-profit corporation, organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Areas, easements and affairs of the Development in accordance with the Declaration of Covenants, Restrictions, Easements, Conditions and Liens - Open Space (the "Open Space Declaration") covering the Development and the Declarations of Covenants, Restrictions, Easements, Conditions and Liens covering any subdivision within the Development (the "Subdivision Restrictions"), (collectively the "Declarations"). The Crossings of Oakland Property Owners Association (hereafter the "Association") has been incorporated for that purpose and these Bylaws shall constitute the Bylaws for the Association required by the Michigan Non-Profit Corporation Act. The Association shall be governed by the Declarations, these Bylaws, the Articles of Incorporation, duly adopted Rules and Regulations of the Association, and the laws of the State of Michigan. Each Lot Owner shall be a member and no other person or entity shall be entitled to membership. The share of a Lot Owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Lot. All Lot Owners in the Development and all persons using or entering upon or acquiring any interest in any Lot therein or the Common Areas thereof shall be subject to the provisions and terms set forth in the aforesaid Declarations.

ARTICLE II

VOTING

Section 1. VOTES. Except as limited in these Bylaws, or the Open Space Declaration, each Lot Owner shall be entitled to one vote for each Lot owned.

Section 2. ELIGIBILITY TO VOTE. No Lot Owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Lot in the Development to the Association. The vote of each Lot Owner may only be cast by the representative designated by such Lot Owner in the notice required in Section 3 of this Article II or by a written proxy given by such individual representative. The Developer shall, at all times, be entitled to one vote for each Lot which it owns or which may be created on land within the Development owned by the Developer but which has not yet been the subject of a recorded plat.

Section 3. DESIGNATION. Each Lot Owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the

Association and receive all notices and other communications from the Association on behalf of such Lot Owner. Such notice shall state the name and address of the individual representative designated, identification of the Subdivision and the number or numbers of the Lot or Lots owned by the Lot Owner and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Lot Owner. Such notice shall be signed and dated by the Lot Owner. The individual representative designated may be changed by the Lot Owner at any time by filing a new notice in the manner herein provided.

Section 4. QUORUM. The presence in person or by proxy of thirty five percent (35%) in number of the Lot Owners qualified to vote shall constitute a quorum for the conduct of business at a meeting of the members of the Association except for voting on questions specifically required herein to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 5. VOTING. Votes may be cast in person or by proxy or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 6. MAJORITY. A majority, except where otherwise provided herein, shall consist of more than fifty percent (50%) in number of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth of designated voting representatives present in person or by proxy, or by written ballot, if applicable, at a given meeting of the members of the Association.

ARTICLE III

ASSESSMENTS

All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Declarations shall be levied by the Association against the Lots and the Lot Owners thereof in accordance with the following provisions:

Section 1. COMMON AREAS. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Association and the Common Areas (except Recreational Areas owned or operated by others, which shall be assessed to such owner or operator) and property taxes based thereon shall be treated as expenses of administration.

Section 2. EXPENDITURES AND RECEIPTS. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Areas or the administration of the Development shall constitute expenditures affecting the administration of the Development, and all sums received as the proceeds of, or pursuant to, a policy of insurance securing the interest of the Association or the Lot Owners against liabilities or losses arising within, caused by, or connected with the Common Areas or the administration of the Development shall constitute receipts affecting the administration of the Development.

Section 3. DETERMINATION OF ASSESSMENTS. Assessments shall be determined in accordance with the following provisions:

(a) **BUDGET.** The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Common Areas, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Areas and improvements thereon that must be replaced on a periodic basis must be established in the budget and must be funded by regular assessments rather than by special assessments. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Lot Owner and the assessment for said year shall be established based upon said budget, in accordance with the provisions of the Open Space Declaration and any applicable Subdivision Restrictions. The failure to deliver a copy of the budget to each Lot Owner shall not affect the liability of any Lot Owner for any existing or future assessments. Except, and only to the extent that the Charter Township of Oakland is an intended third-party beneficiary under Article VI, Section 2 of the Open Space Declaration, the Board of Director's authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the Lot Owners and shall not be enforceable by any creditors of the Association or of any Lot Owner.

(b) **SPECIAL ASSESSMENTS.** Special Assessments may be made by the Board of Directors from time to time and approved by the Lot Owners as provided in the Open Space Declaration to meet other needs or requirements of the Association. Except, and only to the extent that the Charter Township of Oakland is an intended third-party beneficiary under Article VI, Section 2 of the Open Space Declaration, the authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the Lot Owners and shall not be enforceable by any creditors of the Association or of any Lot Owner.

Section 4. APPORTIONMENT AND PENALTY FOR DEFAULT. Unless otherwise provided herein or in the Open Space Declaration, all assessments levied against the Lot Owners to cover expenses of administration shall be apportioned among and paid by the Lot Owners in equal shares. Annual assessments as determined in accordance with Article III, Section 3(a) above shall be payable by Lot Owners in installments as may be required or permitted by the Open Space Declaration, but not more than four equal quarterly installments, commencing with acceptance of a deed to or a land contract vendees interest in a Lot or with acquisition of fee simple title to a Lot by any other means. The payment of an assessment

shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date of such payment.

Assessments not paid within thirty (30) days after the date of the assessment notice shall bear interest from the initial due date thereof at the maximum legal rate, but not less than 7% per annum until paid in full. Each Lot Owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments pertinent to his Lot which may be levied while such Lot Owner is the owner thereof. Payments on account of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney's fees; second, to any interest charges for late payment; and third, to payments in default in order of their due dates.

Section 5. NO EXEMPTION BY WAIVER OR ABANDONMENT. No Lot Owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use of enjoyment of any of the Common Areas or by the abandonment of his Lot.

Section 6. ENFORCEMENT.

(a) **REMEDIES.** In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the lien that secures payment of assessments. A Lot Owner in default shall not be entitled to utilize any of the Common Areas of the Development and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Lot Owner of ingress or egress to and from his Lot. All of these remedies shall be cumulative and not alternative and shall not preclude the Association from exercising such other remedies as may be available at law or in equity.

(b) **FORECLOSURE.** Each Lot Owner, and every other person who from time to time has any interest in any Lot in the Development, shall be deemed to have granted the Association the unqualified right to elect to foreclose such lien either by judicial action or, if permitted by Michigan law, by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Lot Owner and every other person who from time to time has any interest in any Lot, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Lot with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale, first toward satisfaction of the Lot Owner's obligations to the Association and thereafter in accordance with the priorities established by applicable law.

(c) **NOTICE OF ACTION.** Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Lot Owner(s) at his

or their last known address of a written notice that the annual assessment levied against the pertinent Lot or any special assessment is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be in the form of a written affidavit of an authorized representative of the Association that sets forth: (1) the affiant's capacity to make the affidavit; (2) the authority for the lien; (3) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments); (4) the legal description of the subject Lot(s); and (5) the name(s) of the Lot Owner(s) of record. Such affidavit shall be recorded in the Office of the Register of Deeds for Oakland County at least ten (10) days prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the representative designated above and shall inform such representative that he may request a judicial hearing by bringing suit against the Association.

(d) **EXPENSES OF COLLECTION.** The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Lot Owner in default and shall be secured by the lien on his Lot.

Section 7. LIABILITY OF MORTGAGEE. Notwithstanding any other provisions of the Declarations, the holder of any first mortgage covering any Lot in the Development (other than a purchase money mortgage given to the seller of the Lot in question) which comes into possession of the Lot pursuant to a foreclosure sale, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Lot which accrue prior to the time such holder comes into possession of the Lot (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Lots including the mortgaged Lot).

Section 8. LIABILITY OF DEVELOPER. The liability of Developer and the Other Owners (as that term is defined in the Open Space Declaration) for the payment of assessments for any Lots owned by them shall be limited as set forth in the Open Space Declaration.

Section 9. STATEMENT OF UNPAID ASSESSMENTS. The owner of any Lot may request a statement of the Association as to the outstanding amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement, as between the Association and any bona fide purchaser of any Lot and any lender who has taken a lien thereon in reliance on such written statement, shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Lot shall be deemed satisfied, as to such purchaser and/or mortgagee and their respective successors. Provided, that delivery of an erroneous statement by the Association shall not relieve any Lot Owner of his liability for such assessments.

ARTICLE IV

ARBITRATION

Section 1. SCOPE AND ELECTION. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Declarations, or any disputes, claims or grievances arising among or between the Lot Owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

Section 2. JUDICIAL RELIEF. In the absence of the election and written consent of the parties pursuant to Section 1 above, no Lot Owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claim or grievances.

Section 3. ELECTION OF REMEDIES. Such election and written consent by Lot Owner or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE V

INSURANCE

Section 1. EXTENT OF COVERAGE. The Association shall carry fire and extended coverage, vandalism and malicious mischief and public liability and property damage insurance, officers and directors liability insurance, and workmen's compensation insurance, as applicable, pertinent to the ownership, use and maintenance of the Common Areas of the Development, and such insurance shall be carried and administered in accordance with the following provisions:

(a) **RESPONSIBILITIES OF ASSOCIATION AND LOT OWNER.** All such insurance shall be purchased by the Association for the benefit of the Association, and the Lot Owners and their mortgagees, as their interests may appear, and, if appropriate, provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Lot Owners. Each Lot Owner shall obtain insurance coverage at his own expense upon his Lot. It shall be each Lot Owner's responsibility to obtain insurance coverage for all buildings and improvements located within his Lot and his personal property located within his Lot or elsewhere in the Development and for his personal liability for occurrences within his Lot or upon the Common Areas, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association and all Lot Owners shall use

their best efforts to see that all property and liability insurance carried by the Association or any Lot Owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Lot Owner or the Association.

(b) **INSURANCE ON COMMON AREAS.** All Common Areas of the Development and all fixtures and improvements located thereon, if any, owned by the Association, shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association.

(c) **OFFICERS AND DIRECTORS LIABILITY INSURANCE.** The Association, if the Board of Directors deems appropriate, shall also carry officers and directors liability insurance as provided in Article XII below.

(d) **PREMIUMS.** All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

(e) **PROCEEDS.** Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and applied as provided herein; provided, however, whenever repair or reconstruction of facilities or improvements located on the Common Areas shall be required as provided in Article VI of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for such repair, replacement or reconstruction unless approved by affirmative vote of not less than eighty percent (80%) of Lot Owners as provided in Article VI.

ARTICLE VI

RECONSTRUCTION OR REPAIR

Section 1. **DETERMINATION TO RECONSTRUCT OR REPAIR.** If any part of the Development or the facilities and improvements located thereon shall be partially or completely destroyed, the determination of whether or not it shall be reconstructed or repaired and the responsibility therefor shall be made in the following manner:

(a) **COMMON AREAS.** If the damaged property is a Common Area, or any facilities or improvement thereon, the damaged property shall be rebuilt or repaired by the Association unless eighty (80%) percent of the Lot Owners, by affirmative vote, agree to the contrary.

(b) **LOTS.** If the damaged property is any improvement on any Lot, the Lot Owner of such Lot alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or the other person or entity having an interest in such property, and such Lot Owner shall be responsible for any reconstruction or repair that he

elects to make. The Lot Owner shall in any event remove all debris and restore his Lot and the improvements thereon to a clean and sightly condition satisfactory to the Association as soon as reasonably possible following the occurrence of the damage.

Section 2. REPAIR IN ACCORDANCE WITH PLANS AND SPECIFICATIONS. Any such reconstruction or repair of the Common Areas shall be substantially in accordance with the plans and specifications for the improvements to a condition as comparable as possible to the condition existing prior to damage unless eighty (80%) percent of the Lot Owners shall, by affirmative vote, decide otherwise.

Section 3. ASSOCIATION RESPONSIBILITY FOR REPAIR. Promptly after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at anytime during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, the Association shall impose a special assessment against all Lot Owners in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

Section 4. TIMELY RECONSTRUCTION AND REPAIR. If damage to Common Areas adversely affects the appearance of the Development, the Association shall proceed with replacement of the damaged property without delay, and shall prosecute such repairs diligently until completion.

Section 5. EMINENT DOMAIN. If there is any taking of any portion of the Common Areas, the condemnation proceeds relative to such taking shall be used, first, to rebuild, repair or replace the portion so taken or to take such other action as the Association shall deem appropriate, unless, to the extent not in conflict with the Association's obligations to maintain drainage and detention facilities as required by the Declarations, at least eighty (80%) percent of the Lot Owners vote to the contrary. Any excess proceeds shall be retained by the Association and used to defray the expenses of the Association arising thereafter, and the Lot Owners' assessments shall be reduced accordingly.

ARTICLE VII

MORTGAGES

Section 1. NOTICE TO ASSOCIATION. Any Lot Owner who mortgages his Lot may notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in an appropriate record. The Association may, at the written request of a mortgagee of any such Lot whose name has been submitted by the Lot Owner, report any unpaid assessments due from the Lot Owner of such Lot.

Section 2. **INSURANCE**. The Association shall notify each mortgagee appearing in said book who requests notice of the name of each company insuring the Common Areas against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amount of such coverage.

ARTICLE VIII

MEETINGS

Section 1. **PLACE OF MEETING**. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Lot Owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Articles of Incorporation, these Bylaws, the Declarations or the laws of the State of Michigan.

Section 2. **FIRST ANNUAL MEETING**. The First Annual Meeting of members of the Association may be convened only by Developer and may be called at any time after more than 50% of the Lots which may be created in the Development have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the earlier of: (a) the date of conveyance of legal or equitable title to non-developer Lot Owners of 75% in number of all Lots that may be created, or (b) sixty (60) months after conveyance of legal or equitable title of a lot in the Development to a non-developer Lot Owner. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least 10 days' written notice thereof shall be given to each Lot Owner. The phrase "Lots that may be created" as used in this paragraph and elsewhere in these Bylaws refers to the maximum number of Lots which the Developer is permitted under the PUD Plan approved for the Development by the Charter Township of Oakland.

Section 3. **ANNUAL MEETINGS**. Annual meetings of members of the Association shall be held on the second Tuesday of May each succeeding year after the year in which the First Annual Meeting is held, at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than 8 months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Lot Owners a Board of Directors in accordance with the requirements of Article X of these Bylaws. The Lot Owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 4. **SPECIAL MEETINGS**. It shall be the duty of the President to call a special meeting of the Lot Owners as directed by resolution of the Board of Directors or upon a petition signed by one third (1/3) of the Lot Owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting

and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. NOTICE OF MEETINGS. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Lot Owner of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Lot Owner at the address shown in the notice required to be filed with the Association by Article II, Section 3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association shall be deemed due notice.

Section 6. ADJOURNMENT. If any business to be conducted at a meeting of Lot Owners cannot be conducted because a quorum is not in attendance, the Lot Owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. ORDER OF BUSINESS. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at annual meetings or special meetings held for the purpose of electing Directors of officers); (g) election of Directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

Section 8. ACTION WITHOUT MEETING. Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 9. CONSENT OF ABSENTEES. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though

made at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 10. MINUTES; PRESUMPTION OF NOTICE. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be *prima facie* evidence that such notice was given.

ARTICLE IX

ADVISORY COMMITTEE

Within one year after conveyance of legal or equitable title to the first Lot in the Development to a purchaser or within 120 days after conveyance to purchasers of twenty (20%) percent of the total number of Lots that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least 3 non-developer Lot Owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that, if more than 50 percent in number of the non-developer Lot Owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purposes of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the non-developer Lot Owners and to aid the transition of control of the Association from the Developer to purchaser Lot Owners. The Advisory Committee shall cease to exist automatically when the non-developer Lot Owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Lot Owners.

ARTICLE X

BOARD OF DIRECTORS

Section 1. NUMBER AND QUALIFICATION. The affairs of the Association shall be governed by a Board of five directors, who must be members of the Association or officers, partners, trustees, employees or agents of members of the Association except for the first Board of Directors which may also be a lesser number of Directors designated in the Articles of Incorporation of the Association or by the Developer or Incorporator by written resolution. Directors shall serve without compensation.

Section 2. ELECTION OF DIRECTORS.

(a) FIRST BOARD OF DIRECTORS. The first Board of Directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the election of the first non-developer Lot Owners to the Board. Elections for non-developer Lot Owner Directors shall be held as provided in subsections (b) and (c) below.

(b) APPOINTMENT OF NON-DEVELOPER LOT OWNERS TO BOARD PRIOR TO FIRST ANNUAL MEETING. Not later than 120 days after conveyance of legal or equitable title to non-developer Lot Owners of twenty-five (25%) percent or more of the Lots which may be created, one of the Directors shall be selected by non-developer Lot Owners. When the required percentage of conveyances have been reached, the Developer shall notify the non-developer Lot Owners and request that they hold a meeting and elect the required Director. Upon certification by the Lot Owners to the Developer of the Director so elected, the Developer shall then appoint such Director to the Board to serve until the First Annual Meeting of members unless he or she is removed pursuant to Section 7 of this Article or resigns or becomes incapacitated.

(c) ELECTION OF DIRECTORS AT AND AFTER FIRST ANNUAL MEETING.

(i) At the First Annual Meeting and subsequent annual meetings, the non-developer Lot Owners shall have the right to elect a number of members of the Board of Directors equal to the percentage of Lots they own, and the Developer shall have the right to elect a number of members of the Board of Directors equal to the percentage of Lots which are owned by the Developer or which may be created; provided, that the Developer shall have the right to designate at least one (1) Director as long as the Developer continues to own any Lots that have been or may be created within the Development. The date on which non-Developer Lot Owners are entitled to elect their proportionate share of Directors under this subsection (i), shall be the Transitional Control Date.

(ii) If the calculation of the percentage of members of the Board of Directors that the non-developer Lot Owners have the right to elect under subsection (i) results in a right of non-developer Lot Owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Lot Owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate one Director as provided in subsection (i).

(iii) At the First Annual Meeting 3 Directors shall be elected for a term of two years and two Directors shall be elected for a term of one year. At such

meeting all nominees shall stand for election as one slate and the three persons receiving the highest number of votes shall be elected for a term of two years and the two persons receiving the next highest number of votes shall be elected for a term of one year. At each annual meeting held thereafter, either two or three Directors shall be elected depending upon the number of Directors whose terms expire. After the First Annual Meeting, the term of office (except for two of the Directors elected at the First Annual Meeting) of each Director shall be two years. The Directors shall hold office until their successors have been elected and hold their first meeting.

(iv) Once the Lot Owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Lot Owners to elect Directors and conduct other business shall be held in accordance with the provisions of Article VIII, Section 3 hereof.

Section 3. POWERS AND DUTIES. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Declarations or required thereby to be exercised and done by the Lot Owners.

Section 4. OTHER DUTIES. In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

(a) To perform and fulfill all of the obligations and purposes of the Association as set forth in the Declarations, the Articles of Incorporation and these Bylaws;

(b) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Association and the Development and to delegate to such committees any functions or responsibilities which are not by law or the Declarations required to be performed by the board.

Section 5. MANAGEMENT AGENT. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Declarations required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than 3 years or which is not terminable by the Association upon 90 days' written notice thereof to the other party.

Section 6. VACANCIES. Vacancies in the Board of Directors occurring after the Transitional Control Date, as defined in subsection 2(c)(ii) of this Article, caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the members of the Association. Vacancies among non-developer Lot Owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Lot Owners and shall be filled in the manner specified in Section 2(b) of this Article.

Section 7. REMOVAL. At any regular or special meeting of the Association duly called, any one or more of the Directors may be removed with or without cause by a majority vote of the Lot Owners (other than those appointed by Developer) and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Lot Owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Lot Owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

Section 8. FIRST MEETING. The first meeting of a newly elected Board of Directors shall be held within 10 days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. REGULAR MEETINGS. Regular meetings of the Board of Directors maybe held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two (2)such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph, at least ten (10) days prior to the date named for such meeting.

Section 10. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) Directors.

Section 11. WAIVER OF NOTICE. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. QUORUM. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

Section 13. FIRST BOARD OF DIRECTORS. The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the Transitional Control Date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Declarations.

Section 14. FIDELITY BONDS. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE XI

OFFICERS

Section 1. OFFICERS. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two (2) offices except that of President and Vice President may be held by one person. All officers shall be members of the Association.

Section 2. ELECTION. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. REMOVAL. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 4. PRESIDENT. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

Section 5. VICE PRESIDENT. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. SECRETARY. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have charge of the corporate seal and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary

Section 7. TREASURER. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositaries as may, from time to time, be designated by the Board of Directors.

Section 8. OTHER DUTIES. The Officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE XII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least 10 days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Lot Owners thereof. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XIII

SEAL

The Association may (but need not) have a seal which shall have inscribed thereon the name of the Association, the words "Corporate Seal", and "Michigan".

ARTICLE XIV

FINANCE

Section 1. RECORDS. The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the Common Areas and any other expenses incurred by or on behalf of the Association and the Lot Owners. Such accounts and all other Association records shall be open for inspection by the Lot Owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Lot Owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Lot in the Development shall be entitled to receive a copy of such annual audited financial statement within 90 days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration.

Section 2. FISCAL YEAR. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause. Unless the Directors determine otherwise, the Association's fiscal year shall be the calendar year.

Section 3. BANK. The funds of the Association shall be deposited in such bank as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE XV

AMENDMENTS

Section 1. PROPOSAL. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by one-third (1/3) or more in number of the members or by instrument in writing signed by them.

Section 2. MEETING. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of the Association Bylaws.

Section 3. VOTING. These Bylaws may be amended by the Association at any regular annual meeting or a special meeting called for such purpose, by an affirmative vote of not less than seventy-five (75%) percent of all Lot Owners. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of seventy-five (75%) percent of the mortgagees shall be required, which each mortgagee to have one vote for each mortgage held.

Section 4. WHEN EFFECTIVE. Any amendment to these Bylaws shall become immediately effective when duly adopted in accordance with these Bylaws.

Section 5. BINDING EFFECT. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Development, irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XVI

DEFINITIONS

All terms used herein shall have the same meaning as set forth in the Declarations.

ARTICLE XVII

RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Declarations or by law, including the right and power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any successor developer or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose

of evidencing its acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. The immediately preceding sentence dealing with the assignment and transfer of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the Development and shall not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to the Developer or its successors and assigns in the Declarations or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE XVIII

SEVERABILITY

In the event that any of the terms, provisions, or covenants of these Bylaws are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.



**Rules and
Regulations
Handbook
of Select
Subdivision
Policies and
Guidelines**

www.crossingsofoakland.com

**The Crossings of Oakland Rules
and Regulations Handbook of
Select Subdivision Policies and
Guidelines**



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1. INTRODUCTION AND OVERVIEW

This document has been developed by The Crossings of Oakland Board of Directors (BOD) and was adopted by the BOD on March 1, 2017. The purpose of this document is to acquaint the Home Owners Association (HOA) members and residents in our community with many of the rules and regulations that have been in place since the communities' inception, agreed to by members of the HOA when purchasing their home and refined over time by the HOA to protect and preserve the nature of the community and the property values of its homeowners. It is intended as a highlight of *some* of the Bylaws and Covenants, Conditions, and Restrictions (CC&R's). This elaboration of the rules and regulations was adopted in accordance with provisions of the Association Governing Documents. These Rules and Regulations will take effect on March 1, 2017, and remain in effect until such time as they are properly altered, amended, augmented or revoked, and notice of any such change is given to the homeowners/members.

As a member of the HOA, you are responsible for the general upkeep and appearance of your unit, compliance with the Governing Documents, including the Articles of Incorporation, the Bylaws of The Crossings of Oakland, the CC&R's) of The Crossings, these rules and regulations, and the codes and ordinances of Oakland Township. Instances of neglect and/or violation of any of the HOA documents will result in penalties established by the Board of Directors.

The Rules and Regulations listed below are both a reminder of some key points of, and intended as a "supplement" or "clarification" to, the CC&R'S (hereinafter referred to as The Declaration) for The Crossings of Oakland subdivision as is recorded in the office of the Oakland County Register of Deeds and the Bylaws of The Crossings of Oakland Homeowner's Association (hereafter referred to as "Bylaws") as adopted by the Association October 10, 1994. As provided in the Articles of Incorporation and Article I of the Bylaws of The Crossings of Oakland Property Owners Association, all homeowners are or should be aware that in addition to the stated portions of each document, rules and regulations may be created and published to the Association homeowners/members. Such "Rules and Regulations" can relate to the common areas and facilities. The Association also has the right and obligation to enforce the provisions of both the Declaration and the Bylaws. This document will outline rules of behavior pertaining to maintenance and upkeep of the individual homeowner's property as may affect the Association's rights and obligations under the Declaration and Bylaws. This document will also define enforcement/penalties established by these Rules and Regulations which are in accordance with the Bylaws.

These governing documents are designed to preserve the values of the properties and integrity of the neighborhoods. Purchasing a home in a community association like The Crossings of Oakland offers many advantages to the homeowner, not the least of which are aesthetic standards. At the same time these rules impose some restrictions on the homes and the residents. These restrictions are not meant as an inconvenience or invasion of your freedom, but rather as a means of maintaining harmony in your community. We hope all homeowners will recognize that the information contained in this document is important in keeping our community a desirable, pleasant place to share with family and friends, while also necessary for maintaining high property values.

2. COMITY AND CIVILITY

COMMON SENSE, COURTESY, AND CONSIDERATION SHOULD GOVERN THE ACTIONS OF ALL RESIDENTS.

HOA members are reminded that as a member of the Association, each resident has a responsibility to respect the rights and desires of your neighbors and fellow Association members in the use of the common elements. Members are also encouraged to be involved in the community. The Crossings of Oakland Board of Directors (BOD) has the duty to protect and preserve the community, its assets and aesthetics. The Board exercises this duty through its actions and decisions. HOA members are also reminded that they have a responsibility to act in a civil and considerate manner toward their neighbors. How loud we play our music, how we park our cars, whether we slam doors, the pride we take in our homes, etc., are just a few examples of things that can make or break the harmony that exists in our community.

The HOA Board does not serve as an adjudicating body when it comes to resolving disputes between neighbors.

3. COMMON AREAS

We appreciate that each resident shows pride in their surroundings. Likewise, we encourage everyone to help keep the community clean and safe.

4. WASTE RECEPTICLES AND RECYCLING BINS

Waste receptacles, large bulk items and recycle bins are to be stored out of sight. Failure to do so will result in a reminder letter, followed by action outlined in the Enforcement and Consequences section of this document, including the possibly of a suit at law for inaction.

5. VEHICLES. RECREATIONAL VEHICLES. BOATS. PARKING. ETC. (Article VII. Section 5)

A. RECREATIONAL VEHICLES AND TRAILERS

- Without prior written consent of the HOA Board, no trailers, boats, boat trailers, utility trailers, campers, RVs, motorcycles, motor homes, snowmobiles, snowmobile trailers, recreational vehicles, ATVs, jet skis, other recreational vehicles of any kind, or trailer used for any other kind of vehicle, may be parked in a driveway, or on any community street, for no more than 48 hours for loading/unloading purposes,
- Such items are likewise not allowed to be parked on lawns, but may be stored either in the garage, or offsite..

B. COMMERCIAL VEHICLES

- Commercial vehicles, work trucks and trucks shall not be parked in or about the community unless parking is while performing a service (making deliveries or pickups, etc.), in the normal course of business, and for no more than 48 hours for loading/unloading purposes, without prior written consent of the HOA Board.

C. RESIDENTS AND GUESTS VEHICLES

- Residents and their guests are to abide by the traffic laws of The State of Michigan, Oakland County and Oakland Township.
- The speed limit in the community is 25 miles per hour.
- Residents should avoid on-street parking. But when necessary, resident and guest on-street parking should be confined to one side of the street only, whenever possible.
- Parking on both sides of a street should be strictly avoided as it contributes to unsafe driving conditions and may inhibit access by official vehicles in the case of an emergency.
- Vehicles are not allowed to be parked on lawns.
- No overnight parking is permitted in common areas.
- When snowfall exceeds two inches (the trigger for snow removal), residents are not to park in the street. This will facilitate safe and effective snow removal (and provide safe driving conditions thereafter).

6. AMENITIES

A. POOL

The Crossings of Oakland community pool is one of the greatest assets of the neighborhood. It is also the greatest expense. It is open to residents in good standing and their guests, subject to the rules below. These rules can also be found on the community web site and in the community directory.

1. Homeowner's dues must be current in order to use the pool facilities.
2. Pool access card is required for entry to the pool. The Pool attendant has the right to restrict access if card is not presented.
3. All homeowners must register and activate an access card for admittance to the pool area. No more than two cards will be issued per household. There will be a \$20.00 charge for replacing a lost access card which will be billed to you through the In Rhodes management company.
4. Children under the age of 14 must be accompanied by a Member 18 or older.
5. The pool hours are 10:00am-9:00pm, unless otherwise indicated.
6. Any person who is incontinent or not fully potty-trained must wear appropriate waterproof clothing or swim diapers when entering or being carried into the pool. This is for the health and safety of all.
7. Members may bring up to 6 guests (per household). Please use common courtesy, if the pool is busy, do not bring a large number of guests.
8. The HOA reserves the right to restrict access to the pool to members-only when the number of bathers exceeds the posted capacity.
9. Except for HOA-sponsored social events no glass or alcoholic beverages are allowed in the Pool area. Food is restricted to small portions of snack foods. Other foods (Pizza, Sandwiches, etc.) may only be eaten outside of the pool area; there are picnic tables in the common area for this purpose. All trash is to be disposed of in the trash receptacles.

The Crossings of Oakland Rules and Regulations Handbook

10. If the trash receptacle is full, please take your trash home with you and notify the attendant.
11. No running, jumping, diving, offensive language, smoking, pets, or horseplay.
12. Bathing suits required.
13. Members and guests should shower before entering the pool.
14. The pool attendant has full authority to enforce all rules and to use their own discretion in matters relating to safety and enjoyment of the pool facilities by the members. Attendants may ask anyone to sit out or leave the facility if they deem it appropriate.
15. The first and last hour of pool operation each day (10am – 11am, 8pm – 9pm), the last swim lane will be designated for lap swim only.
16. No Lifeguard is on duty. While the attendants have been asked to watch over the pool the association assumes no liability. Swim at your own risk.
17. Any person using the pool must have their pool ID pass and/or proof of residency and must be willing to produce the same if necessary; this specific restriction is to avoid any trespassing at or in the pool by non-residents. If you have a question about whether someone is a resident, please notify the pool attendant so that they might verify residency/guest status. Please do not take it upon yourself.
18. Individuals trespassing in the pool area after hours will be asked to leave and will be subject to civil prosecution for trespassing.
19. Pets are not allowed in the pool or clubhouse.
20. Do not admit strangers in to the pool area.

Failure to comply with these rules may result in the suspension of your pool privileges.

B. SPORTS FIELDS

The Crossings sports fields consist of a baseball diamond, soccer pitch and sand volleyball court. These are available for pick-up games, and also can be reserved by residents of The Crossings. Please check the community web site to make a reservation.

C. WALKING TRAILS

The Crossings offers sidewalks and nature trails throughout the community for residents use. Motorized vehicles are prohibited on the sidewalks and trails.

D. TENNIS COURTS AND BASKETBALL COURT

The Crossings of Oakland tennis courts and basketball court are for the exclusive use of Crossings residents in good standing, and their guests.

E. PLAYGROUND

The Crossings of Oakland playground is for the exclusive use of Crossings residents and their guests. The playground closes at dusk. Please use the equipment in the manner for which it was intended.

7. PETS AND OTHER ANIMALS (Article VII, Section 6)

A. PETS

- Only common domesticated household pets are to be kept, and must conform to all rules listed in the Rules and Regulations, Bylaws and Township ordinances.
- Pets must be registered with Oakland Township, kept current with all inoculations, and have written proof provided to the Association upon request.
- Pet owners wishing to allow their pets access to their lawns unaccompanied, must install an "invisible fence", and insure that the fence is working properly at all times.
- When not within the boundaries of their owner's property, pets are to be leashed and accompanied by a responsible person at all times.
- No animal shall be permitted to roam free on the sidewalks, trails, or any common area.
- Unreasonable pet noise is not acceptable. No dog, which barks and can be frequently heard on a continued basis, shall be kept in any unit or on the common areas.

B. PET WASTE

- OWNERS ARE RESPONSIBLE FOR PICKING UP THEIR PET DROPPINGS AND DISPOSING PROPERLY OF THESE DROPPINGS. Pet waste, whether deposited on the owner's property, Common Areas or your neighbor's lawn must be picked up immediately and disposed of properly in a sealed container, for the health and safety of the community and so as not to cause unpleasant conditions to neighbors or guests. Failure to do so will result in a reminder letter followed by actions outlined in the Enforcement and Consequences section of this document, and possibly a suit at law to have the animal removed from the community.

C. OTHER ANIMALS

- No dangerous pets shall be allowed.
- No farm animals are permitted.
- No keeping of wild animals as pets is allowed. This includes, but is not limited to skunks, chickens and raccoons.

8. DUMPING

Township Ordinance's prohibit dumping, which may include (but is not limited to) items such as lawn waste, furniture and household goods, appliances, tires, building materials, masonry, cars and car parts. The common areas of your subdivision contain many protected wetlands and nature preserves where dumping is a Federal crime. Dumping will result in actions outlined in the Enforcement and Consequences section of this document, but may also end in local or Federal prosecution.

9. REVISIONS TO RULES AND REGULATIONS

The Board of Directors may make updates and revisions to the Rules and Regulations from time to time. If you have any suggestions or concerns, please address them to the Board in care of In Rhodes Management or via the suggestions link on the community web site. The Board will review them for future updates.

10. ENFORCEMENT AND CONSEQUENCES (Article XIII)

Any violation of the Bylaws and the Association Rules and Regulations is grounds for assessment by the BOD. The table below explains the fines that can be levied.

Failure to comply with these Rules and Regulations outlined above will first result in a "warning" letter notifying the homeowner/member of the specific violation. This letter will allow the homeowner a time period of 14 days to correct the problem, or respond in writing within that same time period, why the problem doesn't exist or doesn't need to be corrected, and to request a hearing with the Association Board of Directors. Failure to respond to the notice of violation constitutes a default.

Should the homeowner choose to appear before the Board and present evidence of defense, or if the homeowner fails to respond, the Board will (by majority vote of a quorum of the Board), decide if a violation has occurred. The Board's decision is final.

If the homeowner does not respond or does not otherwise correct the problem within the allotted time period, the BOD, shall have the right to take one, or more, of the following actions:

A. Following a violation of any of the provisions of the HOA documents including the Rules and Regulations, and after either default of the offending homeowner, or decision of the Board as outlined above, the following fines will be levied:

- Initial violation - warning letter notice, no fine (14 days to remedy)
- Second notice; inaction - \$100 fine (two weeks)
- Third notice; inaction - \$150 additional fine (two weeks)
- Fourth notice; inaction - \$200 additional fine (two weeks)
- Self-help and/or legal action – Billed-at-cost, plus inaction fines –

The fines, legal fees and any cost of correction during "self-help" will be assessed to the registered homeowner. Payment is due upon receipt.

B. Dependent upon the violation at issue and if legally permitted on site, the HOA BOD may initiate "self-help" to correct the condition itself or through contracted services and charge such cost of correction to the homeowner. Charges shall be paid within 30 days of the billing date. In such event, the Association shall not be liable to the violating homeowner/member for such Association "self-help" acts if such action is both legal and performed in an appropriate manner after reasonable notice to the homeowner/member.

11. APPENDIX

<http://www.crossingsofoakland.com>

<https://www.sherwin-williams.com/homeowners/color/find-and-explore-colors/hoa>

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
EASEMENTS AND LIENS

THE CROSSINGS-SUBDIVISION I

Oakland Township, Oakland County, Michigan ¹⁴³⁶³ 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").

A#36 REG/DEEDS PAID
WITNESSETH: 0001 JAN.19 94 02:54PM
0411 RMT FEE 2.00

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 fks. ^{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.

Sub

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 Number 11, 1993 and recorded in Liber 14363, Page 643, 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 Article 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:

James C. John
James C. John
Henry R. Macdonald
Henry R. Macdonald

(Acknowledgment continued on next page)

ROBERTSON OAKLAND, INC., a
Michigan Corporation

By: Paul Robertson
 Its: PRESIDENT

STATE OF MICHIGAN :
: ss
COUNTY OF OAKLAND:

The foregoing instrument was acknowledged before me this 10 day of November, 1993,
by Paul C. Robertson Jr., President of Robertson Oakland, Inc., a Michigan
corporation, on behalf of said corporation.


Notary Public
Oakland County, MI

My commission expires:

James V. Clarke
Notary Public, Oakland County Michigan
My Commission Expires April 26, 1995

Drafted by and when
recorded return to:
D. Stewart Green, Esquire
32270 Telegraph Road, Suite 200
Birmingham, Michigan 48025

111093\ROBERTOA\DECLAR.RDL

258-1616

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

45

THE CROSSINGS-SUBDIVISION I

1045 1-45 two private pks. 56
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 $^{\circ}$ 01 $^{\circ}$ 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 $^{\circ}$ 01 $^{\circ}$ 28' 15" E 100.00 ft. along said East line of Section 30 and the centerline of said Adams Road; thence S $^{\circ}$ 88 $^{\circ}$ 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 $^{\circ}$ 37' 30", long chord bears N 80 $^{\circ}$ 09' 30" W 133.39 ft.); thence N 68 $^{\circ}$ 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 $^{\circ}$ 25' 56", long chord bears N 80 $^{\circ}$ 03' 43" W 99.98 ft.); thence S 88 $^{\circ}$ 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 $^{\circ}$ 21' 13", long chord bears S 74 $^{\circ}$ 02' 43" W 180.90 ft.); thence S 01 $^{\circ}$ 16' 41" E 423.71 ft.; thence S 82 $^{\circ}$ 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 $^{\circ}$ 16' 15", long chord bears N 30 $^{\circ}$ 56' 26" E 254.56 ft.); thence N 41 $^{\circ}$ 55' 27" W 86.00 ft.; thence N 38 $^{\circ}$ 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 $^{\circ}$ 07' 26", long chord bears N 42 $^{\circ}$ 09' 57" W 27.34 ft.); thence N 45 $^{\circ}$ 43' 40" W 60.00 ft.; thence S 44 $^{\circ}$ 16' 20" W 135.99 ft.; thence N 43 $^{\circ}$ 08' 20" W 138.17 ft.; thence N 21 $^{\circ}$ 41' 20" W 379.87 ft.; thence N 25 $^{\circ}$ 33' 24" W 163.99 ft.; thence N 64 $^{\circ}$ 10' 05" W 141.98 ft.; thence S 87 $^{\circ}$ 59' 57" W 191.19 ft.; thence N 72 $^{\circ}$ 51' 08" W 123.41 ft.; thence N 57 $^{\circ}$ 09' 57" W 122.59 ft.; thence N 41 $^{\circ}$ 45' 39" E 305.00 ft.; thence N 87 $^{\circ}$ 59' 57" E 275.00 ft.; thence N 88 $^{\circ}$ 17' 32" E 570.64 ft.; thence S 01 $^{\circ}$ 42' 28" E 110.63 ft.; thence S 10 $^{\circ}$ 11' 17" E 41.05 ft.; thence S 13 $^{\circ}$ 25' 50" W 230.88 ft.; thence N 80 $^{\circ}$ 40' 18" E 150.13 ft.; thence S 73 $^{\circ}$ 49' 09" E 199.46 ft.; thence S 46 $^{\circ}$ 00' 37" E 154.39 ft.; thence N 88 $^{\circ}$ 43' 19" E 150.00 ft.; thence N 01 $^{\circ}$ 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 $^{\circ}$ 16' 12", long chord bears N 21 $^{\circ}$ 54' 47" W 140.97 ft.); thence N 42 $^{\circ}$ 32' 53" W 30.00 ft.; thence N 47 $^{\circ}$ 27' 07" E 60.00 ft.; thence S 42 $^{\circ}$ 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 $^{\circ}$ 43' 40", long chord bears S 34 $^{\circ}$ 41' 03" E 71.15 ft.); thence N 63 $^{\circ}$ 10' 47" E 78.66 ft.; thence N 88 $^{\circ}$ 43' 19" E 104.43 ft.; thence S 01 $^{\circ}$ 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 $^{\circ}$ 16' 05", long chord bears N 77 $^{\circ}$ 05' 16" E 178.67 ft.); thence N 88 $^{\circ}$ 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 $^{\circ}$ 25' 56", long chord bears S 80 $^{\circ}$ 03' 43" E 133.43 ft.); thence S 68 $^{\circ}$ 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 $^{\circ}$ 37' 30", long chord bears S 80 $^{\circ}$ 09' 30" E 102.00 ft.); thence N 88 $^{\circ}$ 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. *surv. forces.*

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