

RESTATED AND AMENDED BYLAWS

WHITE OAK SUBDIVISION ASSOCIATION

ARTICLE I
MISSION STATEMENT

The purposes for which the Association is formed are as follows:

To promote the welfare of its members by maintaining and beautifying the subdivision in which its members are located by enforcing building and use restrictions, by representing its members before governmental Boards or bodies, by promoting social and recreational activities, and by engaging in such other activities as are permitted by the laws of the State of Michigan.

ARTICLE II
MEMBERSHIP AND DUES

1. Eligibility of Members: Every person or entity who is a record owner of any lot which is subject by covenants of record to assessment by the Corporation, including contract buyers shall be a member of the Corporation. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot, which is subject to assessment, by the Corporation.

2. Initiation Fee: There shall be no initiation fee.

3. Annual Assessment: Each Member shall pay to the Association an annual assessment in an amount per lot as determined by the Board of Directors; provided however that in no event shall such assessment be less than \$75.00 or more than \$200.00 per lot with the specific amount each year being approved at the annual meeting.

4. Special Assessments: The Board of Directors may recommend special assessments for such additional, unanticipated or extraordinary purposes as the Board in its judgment may determine to be necessary for the proper management of the affairs of the Association. The Board's recommendations shall then be submitted for approval at the meeting of the members called for that purpose.

5. Area Embraced by Corporation: The area to which membership shall be limited is those portions of Orion Township, Oakland County, Michigan known as White Oak, a subdivision of part of Section 13, Orion Township, Oakland County, Michigan, according to the plat thereof recorded in Oakland County Records.

ARTICLE III
OBLIGATION OF MEMBERS

1. Association ByLaws and Deed Restrictions: All members are obligated to adhere to all the provisions of the White Oak Subdivision Association Bylaws and Deed Restrictions.

2. Payment of Assessments: All members are obligated to pay all annual and special assessments imposed by the Association to meet all project communal expenses, which may include expenses of administration as well as expenses for upkeep, maintenance and improvement of the Common Areas and expenses incurred to enforce all provisions of the Bylaws and Deed Restrictions. It shall be the duty of the Treasurer to send to each member a statement of the annual assessment on or before November 1 of each year. Annual assessments shall be imposed on all lot owners of record on December 1 of each year.

3. Collection Schedule for Annual and Special Assessments: Schedule relating to collection of annual assessment:

December 1 of each year – assessments are due
December 2 of each year – assessment plus \$20 late fee imposed
January 1 of each year – assessment, \$20 late fee plus 12% interest
February 1 of each year – assessment, \$20 late fee, 12% interest, lien, lose voting privileges

Schedule relating to collection of special assessment:

Special assessment is due upon receipt of statement from Treasurer
Thirty days after date of mailing of statement -- assessment plus \$20 late fee imposed
Sixty days after date of mailing of statement -- assessment plus \$20 late fee plus 12% interest
Ninety days after date of mailing of statement – assessment plus \$20 late fee plus 12% interest, plus lose voting privileges

All unpaid assessments shall become a lien upon the lots of members on February 1 of each year. The Association may enforce collection of delinquent assessments by suit at law for a money judgment, or by foreclosure of the lien securing payment. In an action for foreclosure a receiver may be appointed to collect a reasonable rental for the premises from the lot owner thereof. The expenses incurred in collecting unpaid assessments including 12% interest to be accrued annually on the unpaid balance, costs, and attorney fees shall be chargeable to the lot owner in default. A lot owner in default shall not be entitled to vote at any meeting of the Association so long as such default continues.

4. Common Area Restrictions: The Common Areas are for the common use of all members of the Association and guest accompanying members. For the mutual benefit and enjoyment of all members, members shall refrain from loud or obnoxious behavior in the Common Areas. Personal property such as picnic tables, charcoal grills, tents, play or recreational equipment and the like shall not be allowed to remain in or upon Common Areas except for a reasonable time before and after use for setup and cleanup.

ARTICLE IV
MEETINGS

1. **Place of Meeting:** Any or all meeting of the members of this Corporation may be held at such place within the Township of Orion, Oakland County, Michigan, as shall be specified in the notice thereof. Any and all meetings of the Board of Directors of this Corporation may be held at such place, as the Board of Directors shall from time to time determine.

2. **Meetings of Members:** A minimum of two meetings shall be held each year. One of these meetings shall be the Annual Meeting. It shall be held in September of each year and the election of the Board of Directors shall be conducted at this meeting. The other meeting shall be called at the discretion of the Board of Directors. Additional meetings may be called by the President, at least three members of the Board of Directors, or on presentation of a petition signed by five members of the Corporation.

3. **Notice of Meetings:** At least five (5) days prior to the dates fixed by Section 2 of this Article for the holding of the meetings of members, written notice of the time and place of such meetings shall be mailed, as hereinafter provided, to each member entitled to vote at such meetings.

4. **Delayed Meeting:** If, for any reason, the meetings of the members shall not be held at the time hereinbefore designated, such meeting may be called and held as a special meeting, and the same proceedings may be had thereat as at any meeting, provided, however that the notice of such meeting be not less than a five (5) day notice stating the time and place of such meeting.

5. **Order of Business at Annual Meeting:** The order of business at the annual meeting of the members shall be as follows:

- a. Roll call
- b. Reading notice and proof of notification
- c. Reading and approval of minutes of last preceding meeting
- d. Report of President
- e. Report of Secretary
- f. Report of Treasurer
- g. Election of Directors
- h. Transaction of other business mentioned in the notice
- i. New Business
- j. Adjournment

Provided, that the presiding officer may vary the order of business at his/her discretion.

6. **Special Meetings of Members:** A special meeting of the members may be called at any time by the President, or by at least three members of the Board of Directors, or upon the

written request of any five (5) members of the association when submitted in writing to the Secretary stating the purpose thereof.

7. Notice of Special Meeting of Members: At least three (3) days prior to the date fixed for the holding of any special meeting of members, notice of the time, place, and purposes of such meeting shall be made in writing as hereinafter provided, to each member entitled to vote at such meeting; provided, however, that where a matter of a special assessment is involved, ten (10) days' notice in writing to each member shall be required.

8. Organization Meeting of Board: At the place of holding the annual meeting of members and immediately following the same, the Board of Directors as constituted upon final adjournment of such annual meeting shall convene for the purpose of electing officers and transacting any other business properly brought before it, provided, that the organization meeting in any year may be held at a different time and place than that herein provided, by consent of a majority of the Directors of such new Board.

9. Special Meeting of the Board: The President or at least three members of the Board of Directors may call special meetings of the Board of Directors at any time by means of written notice of the time, place, and purpose thereof to each Director.

10. Notices and Mailings: All written notices required to be given by any provision of these by-laws shall state the authority pursuant to which they are issued (as, "by order of the President," or "by order of the Board of Directors" as the case may be) and shall bear the written, stamped, typewritten, or printed signature of at least one of the elected officers of the association. Every such notice shall, if mailed, be deemed duly served when the same has been deposited in the United States mail, with postage fully paid, plainly addressed to the sendee at his/her or its last address appearing upon the membership record of this Corporation.

11. Waiver of Notice: Notice of the time, place, and purpose of any meeting of the members or of the Board of Directors may be waived by telegram, cablegram or other writing, either before or after such meeting has been held.

ARTICLE V QUORUM

1. Quorum of Members: Presence in person or proxy of at least 40% of the voters of this Corporation then in good standing, according to the corporate records, shall constitute a quorum at any meeting of the members.

2. Quorum of Directors: Four or more members of the Board of Directors shall constitute a quorum.

ARTICLE VI VOTING AND ELECTIONS

1. Voting Rights: Each member of record shall be entitled to one vote for each lot owned by such member. Jointly owned lots shall be entitled to one vote; joint owners of lots shall notify the secretary of the Association of the person authorized to cast votes for such lots, and the secretary's records shall be conclusive evidence of such authority.

2. Inspectors: Whenever any person entitled to vote at a meeting of the members shall request the appointment of inspectors, a majority of the members present at such meeting and entitled to vote thereat shall appoint not more than three (3) inspectors. If the right of any person to vote at such meeting shall be challenged, the inspectors shall determine such right. The inspectors shall receive and count the votes either upon an election or for the decision of any question and shall determine the result. Their certificate of any vote shall be prima facie evidence thereof.

ARTICLE VII BOARD OF DIRECTORS

1. Number and Term of Directors: A Board of Directors composed of seven (7) members who shall be members of the Corporation shall manage the business property, and affairs of this Corporation. The Directors shall be elected at the annual meeting of the members to hold office for a term of two (2) years or until their successors are elected and qualified.

2. Vacancies: Vacancies in the Board of Directors shall be filled by appointment made by the remaining Directors. Each person so elected to fill a vacancy shall remain a Director until his successor has been elected by the members, who may make such election at their next annual meeting or at any special meeting duly called for that purpose and held prior thereto.

3. Action by Unanimous Written Consent: If and when the Directors shall severally or collectively consent in writing to any action to be taken by the Corporation, such action shall be as valid corporate action as though it has been authorized at a meeting of the Board of Directors.

4. Power to Elect Officers: The Board of Directors shall select a President, Vice-President, a Secretary, and a Treasurer from the membership of the Board of Directors. The Vice-President shall appoint chairmen of the various operating committees from the members of the Board of Directors. All shall hold office for the term of two (2) years or until their successors are elected and qualified.

5. Power to Appoint Other Officers and Agents: The Board of Directors shall have power to appoint such other officers and agents as the Board may deem necessary for transaction of the business of the Corporation.

6. Removal of Officers and Agents: The Board of Directors may remove any director, officer or agent whenever in the judgment of the Board, the business interest of the Corporation will be served thereby.

7. Power to Fill Vacancies: The Board shall have power to fill any vacancy in any office occurring from any reason whatsoever.

8. Compensation: The Directors and officers shall receive no compensation for their services as such.

ARTICLE VIII OFFICERS

1. President: The President shall be the chief executive officer of the Corporation. He/She shall preside over all meeting of the Board and of the members. He/she shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board are carried into effect. He/She shall be ex officio a member of all standing committees and shall have the general powers and supervision and management usually vested in the office of President of a Corporation.

2. Vice-President: The Vice-President shall perform the duties and exercise the powers of the President during the absence or disability of the President. The Vice-President shall also be responsible for the assigning and maintaining committee chairpersons.

3. Secretary: The Secretary shall attend all meetings of the members and of the Board of Directors, and shall preserve in books of the Corporation true minutes of the proceedings of all such meetings. The Secretary shall give all notices required by statute, by-law or resolution. He/She shall perform such other duties as may be delegated by the Board of Directors.

4. Treasurer: The Treasurer shall have custody of all corporate funds and shall keep in books belonging to the Corporation full and accurate accounts of all receipts and disbursements; shall deposit all moneys in the name of the Corporation in such depositories as may be designated for that purpose by the Board of Directors. He/She shall disburse the funds of the Corporation as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors at the regular meetings of the Board, and whenever requested by them, an account of all transactions as Treasurer and of the financial condition of the Corporation.

ARTICLE IX NO PRIVATE INUREMENT AND CHARITABLE PURPOSES

No part of the net earnings, gains or assets of the corporation shall inure to the benefit of or be distributable to its directors, officers, other private individuals, or organizations organized and operated for a profit (except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes as hereinabove stated). No substantial part of the activities of the corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the corporation shall be empowered to make the election authorized under

section 501(h) of the Internal Revenue Code of 1986. The corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision herein, the corporation shall not carry on any activities not permitted to be carried on:

(a) by an organization exempt from federal income taxation under section 501(a) of the Internal Revenue Code of 1986 as an organization described in section 501(c)(3) of such Code,

(b) by an organization described in sections 509(a)(1), (2), or (3) of the Internal revenue Code of 1986 (as the case may be), and/or

(c) by an organization, contributions to which are deductible under sections 170(c)(2), 2055(a)(2), or 2522(a)(2) of the Internal Revenue Code of 1986.

References herein to sections of the Internal Revenue Code of 1986 are to provisions of such Code as those provisions are now enacted or to corresponding provisions of any future United States revenue law.

In the event of dissolution or final liquidation of the corporation, the Board of Directors shall, after paying or making provision for the payment of all the lawful debts and liabilities of the corporation, distribute all the assets of the corporation to one or more of the following categories of recipients as the board of directors of the corporation to one or more of the following categories of recipients as the Board of Directors of the corporation shall determine:

(a) a nonprofit organization or organization which may have been created to succeed the corporation, as long as such organization or each of such organizations shall then qualify as a governmental unit under section 170(c) of the Internal revenue Code of 1986 or as an organization exempt from federal income taxation under section 501(a) of such Code as an organization described in section 501(c)(3) of such Code; and/or

(b) a nonprofit organization or organizations having similar aims and objects as the corporation and which may be selected as an appropriate recipient of such assets, as long as such organization or each of such organizations shall then qualify as a governmental unit under section 170(c) of the Internal Revenue Code of 1986 or as an organization exempt from federal income taxation under section 501(a) of such Code as an organization described in section 501(c)(3) of such Code.

ARTICLE X **INDEMNIFICATION AND LIMITATION ON LIABILITIES.**

This corporation shall indemnify its present and past directors, officers, employees, and agents and such other persons as it shall have the power to indemnify, and in the manner and to the extent permitted under, and subject to the limitations of, the Michigan Nonprofit Corporation Act.

This corporation hereby assumes all liability of any volunteer director of the corporation to any person other than the corporation, its shareholders, or its members, for all acts or omissions of such volunteer director occurring on or after the effective date of this Article X.

Without limiting the generality of the foregoing, no volunteer director of the corporation shall be personally liable to the corporation (or to its members, if any) for monetary damages for a breach of the director's fiduciary duty, except for (i) a breach of the director's duty of loyalty to the corporation or its members (if any), (ii) acts or omissions not in good faith or that involve intentional misconduct or knowing violation of the law, (iii) a violation of Section 551(1) of the Michigan Nonprofit Corporation Act, (iv) an act or omission from which the director derived an improper personal benefit, (v) an act or omission occurring before the date this Article X is filed with the Michigan Department of Commerce, or (vi) an act or omission that is grossly negligent.

The foregoing provisions are in addition to, and not in lieu of or in substitution for, any indemnification or similar provisions in the corporation's By-laws. No amendment to or repeal of the provisions contained in this Article X shall apply to or have any effect upon the liability or alleged liability of any director of the corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

ARTICLE XI **EXECUTION OF INSTRUMENTS**

1. **Checks, etc.:** All checks, drafts and orders for payment of money shall be signed in the name of the Corporation.

2. **Contracts, Conveyances, etc.:** When the execution of any contract, conveyance or other instrument has been authorized without specification of the executing officers, the President, or the vice-President, and the Secretary may execute the same in the name of and on behalf of this Corporation. The Board of Directors shall have power to designate the officers and agents who shall have authority to execute any instrument in behalf of this Corporation.

ARTICLE XII **AMENDMENT OF BY-LAWS**

1. **Amendments, How Effected:** These by-laws may be amended, altered, changed, added to or repealed by the affirmative vote of a majority of the members entitled to vote at any regular or special meeting of the members if notice of the proposed amendment, alteration, change, addition or repeal be contained in the notice of the meeting.

DECLARATION OF RESTRICTIONS

WHITE OAK SUBDIVISION

WHEREAS, the undersigned, CLARKSTON 35 VENTURE, a Michigan Co-Partnership, of 612 West University Dr., Rochester, Michigan 48307, hereinafter referred to as "Declarant", being the owner of the lands hereinafter described, and hereinafter referred to as "The Subdivision", desires to create a planned community for the benefit of all residents of the Subdivision, which is located in the Township of Orion, Oakland County, Michigan, and more particularly described as: (Metes and Bounds Description Attached)

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Proposed lots 1-48 and Outlots A-D. of WHITE OAK SUBDIVISION of part of section 13, T4N, R10E, Township of Orion, Oakland County, Michigan

B#36 REG/DEEDS PAID
0001 JUN.25'93 10:23AM
7595 MISC 29.00

Identification number 09-13-104-001

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

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

ORION TWP Building Dept
2525 Joslyn
391-0308 RANDY

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ARTICLE I

ARCHITECTURAL CONTROL

No building, or other structure (decks, pools, etc), or exterior improvement shall be commenced, erected or maintained on any lot, nor shall any exterior addition or alteration be made until the plans and specifications showing the nature, kind, size, shape, height, colors, materials, topography and location of the same on the lot shall have been submitted to and approved in writing by declarant.

Section 1. Plans and specifications for final approval by the Declarant shall include the following:

a. Complete plans and specifications sufficient to secure a building permit in the Township of Orion, including a dimensional plot plan showing lot and placement of residence, garage, and other structures, if any.

b. Front elevation, side elevations and rear elevation of building.

c. A perspective drawing if deemed necessary by the Declarant to interpret adequately the exterior design which shall be of Traditional style

d. Data as to size, materials, colors and texture of all exteriors including roof coverings.

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

Section 2. Preliminary plans may first be submitted for preliminary approval.

Section 3. No approval by the Declarant shall be valid if the structure or improvement violates any of the restrictions set forth in Articles II or III of this Declaration, except in cases where waivers have been granted as provided for in the said Articles.

Section 4. The Declarant may disapprove plans because of noncompliance with any of the restrictions set forth in Articles II and III of this Declaration, or because of reasonable dissatisfaction with the grading and drainage plan, the location of the structure on the lot, the materials used, the color scheme, the finish, design, proportions, shape, height, style or appropriateness of the proposed improvement or alteration or because of any matter or thing, which in the reasonable judgment of the Declarant, would render the proposed improvement or alteration inharmonious or out of keeping with the objectives of the Declarant or with improvements erected on other lots in The Subdivision.

Section 5. In the event the Declarant fails to approve or disapprove plans within fifteen (15) days after submission, then such approval will not be required, but all other limitations, conditions and restrictions set forth in this Declaration shall apply and remain in force as to such plans.

Section 6. Declarant approval shall be deemed given if the plans, and specifications submitted for approval are marked or stamped as having been finally approved by the Declarant, and are dated and signed by Declarant.

ARTICLE II

BUILDING AND USE RESTRICTIONS FOR THE SUBDIVISION

Section 1. Use of lots.

All lots shall be used for single family residence purposes only, and no building of any kind whatsoever shall be erected, re-erected, moved or maintained thereon except one single family dwelling house and appurtenant buildings on each lot, as hereinafter provided. Such dwelling house shall be designed and erected for occupation by a single private family. A private attached garage for the sole use of the respective owner or occupant of the lot upon which said garage is erected may also be erected and maintained.

Section 2. Character and Size of Buildings.

The following restrictions are subject to Wetlands Ordinance which relates to lots 12, 39, 40, 44 + 45. Lots 12, 39, 40, 44 + 45 have been platted and developed with the recognition that the location and area of a permitted building site on each of such lots in relation to existing wetlands shall be restricted by and subject to the prohibitions of Orion Township ordinance No 55, the Wetlands Ordinance, as amended and/or superseded. As a result, dwellings on such lots shall meet the following standards: two-story buildings only will be permitted, with living areas not less than 2000 nor more than 2400 square feet. With respect all other lots, no dwelling shall be permitted on any lot unless, in the case of a one-story (ranch) building, the living area thereof shall be not less than 1,600 square feet; and in the cases of two-story (colonial) and other buildings, the living area thereof shall be not less than 2,000 square feet. All computations of square footage for determination of the permissibility of erection of a residence shall be exclusive of garages, porches, or terraces. All garages must be attached or architecturally related to the dwelling. The Declarant may grant such exceptions to this restriction as it deems suitable. No garage shall provide space for less than two (2) automobiles. Carports are specifically prohibited.

Section 3. Minimum Yard Requirements.

No building on any lot shall be erected nearer than:

- a. Forty (40) feet from the front lot line; nor
- b. Ten (10) feet from the side lot line of the least side, with a minimum total of Twenty (20) feet for both sides, nor
- c. Thirty-five (35) feet from the rear lot line, nor
- d. Forty (40) feet from the exterior side lot line on corner lots.
- e. Thirty (30) feet from the side lot line facing a side entrance garage

f. The minimum yard requirements are subject to township ordinance amendment. Approval of a variance by both the Declarant and the Township of Orion Zoning Board of Appeals permitting front, rear or side yards smaller than the above minimums shall be deemed a valid waiver of this restriction. These set backs are per Orion Township ordinance and subject to change by Township.

Section 4. Animals

No farm animals, livestock or wild animals shall be kept, or bred or harbored on any lot, nor shall any animals be kept or bred for commercial purposes. Domestic animals commonly deemed to be household pets may be kept by the Owner and members of his household so long as such pets shall have such care so as not to be objectionable or offensive to others.

a. Any dog kept by a resident on his premises shall be kept either on a leash or in a dog run or pen and shall not be allowed to run loose or unattended. No dog runs or pens shall be permitted to be erected or maintained unless located within the rear yard (only) adjacent to a wall of the main dwelling or garage and facing the rear or the interior of the lot, nor shall such runs or pens extend beyond the end of the dwelling or garage into the side yard.

Section 5. Sight Distance at Intersections.

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between three (3) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 6. Easements

a. Easements for the installation and maintenance of Utilities, underground television cable, sewer lines, water mains, drainage lines, surface drainage swales, or any other improvements which would serve the residents of The Subdivision, are reserved to Declarant, its successors and assigns, as shown on the recorded plat. The use of all or a part of such easements may at any time or times hereafter be granted or assigned by Declarant, its successors or assigns, to any person, firm corporation, governmental unit or agency which furnished such services or utilities.

No buildings may be constructed or maintained over or on any easements; however, after the aforementioned utilities have been installed, planting, fencing (where permitted) or other lot line improvements shall be allowed, so long as they do not violate the provisions of this Article and do not interfere with, obstruct, hinder, or impair the drainage plan of The Subdivision or interfere with the purpose or function for which the easement has been reserved or is being utilized, and so long as access be granted, without charge or liability for damages, for the installation and/or maintenance of the utilities, drainage lines and/or

additional facilities.

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

Section 7. Outbuildings.

Trailers, tents, shacks, barns, or any temporary buildings of any description whatsoever, are expressly prohibited and no temporary occupancy shall be permitted in unfinished residential buildings, except where allowed by a Temporary Certificate of Occupancy issued by Orion Township Building Department. However, the erection of a temporary storage building for materials and supplies to be used in the construction of a dwelling, and which shall be removed from the premises upon completion of the building is permitted.

Section 8. General Conditions.

a. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same shall not be kept except in sanitary containers properly concealed from view. Garbage containers shall not be left at the road for more than twenty-four (24) hours in any one week. Garbage containers shall not be set out prior to 5:00 PM of day preceding garbage pickup.

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

c. No laundry shall be hung for drying in such a way as to be visible from the street on which the dwelling fronts, and in the case of corner lots, such laundry shall not be hung so that it will be visible from the streets on which the dwelling fronts and sides.

d. The grade of any lot or lots in The Subdivision may not be changed without the written consent of the Declarant. This restriction is intended to prevent interference with the master drainage plans for The Subdivision.

e. no "through the wall" air conditioners may be installed on the front or side wall or in any front or side window of any building.

f. No outside compressors for central air conditioning units may be located other than in the rear yard and must be installed and maintained in such a manner so as to create no nuisance to the residents of adjacent dwellings. Compressors will be allowed in sideyards with proper screening provided approval has been given by the Declarant.

g. No swimming pool may be built which is higher than one (1) foot above the existing lot grade. No more than ten percent (10%) of a swimming pool's side shall be allowed above a particular lot's grade except as approved by Declarant.

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

Section 10. Lease Restrictions.

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

Section 11. Exterior Surface on Dwellings.

The visible exterior walls of all dwellings & Garages may be made of brick, stone, stucco, wood, and/or vinyl siding in any combination; provided, that fifty percent (50%) of the front walls and twenty-five percent (25%) of the side walls shall be brick or stone. ~~The use of black metal siding, and/or aluminum siding is not permitted.~~ Windows and doors shall not be included in calculating the total area of visible exterior walls. The Declarant may grant such exceptions to this restriction as it deems suitable.

Section 12. Fences.

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

b. No fence or wall will be erected or maintained on or along the side lines of any lot, and/or on or along the rear line of any lot, except that fences which are required by local ordinance to enclose swimming pools, and fences used for dog runs or pens which comply with the requirements of Article II Section 4(a), of this Declaration, shall be permitted.

c. ~~No solid-type wood fences will be allowed. No chain link fences will be allowed~~ except in accordance with Art. II, Section 4 (a) of this Declaration. The only fences which will be allowed are split-rail cedar to be incorporated into the landscaping. Fences surrounding pool yards must be either decorative wrought iron or decorative wrought aluminum. No fence of any type may be erected without the Declarant's approval.

Section 13. Signs

~~No sign or billboard shall be placed, erected, or maintained on any lot, except one sign advertising the lot, or the house and lot for sale or lease, which said sign shall have a surface of not more than six (6) square feet, and the top of which shall be not more than three (3) feet above the ground; provided, however, that such sign shall have been constructed and installed in a professional manner. Any such sign shall be kept clean and in good repair during the period of its maintenance on the said lot, and shall in no event be placed and maintained nearer than twenty (20) feet from the front~~

lot line. The provisions of this paragraph shall not apply to such signs as may be installed or erected on any lot by Declarant, or any builder which it may designate during the initial period of construction of houses, or during such periods as any residence is used as a model or for display purposes.

Section 14. Destruction of Building by Fire, etc.
Any debris resulting from the destruction in whole or in part of any dwelling or building on any lot shall be removed with all reasonable dispatch from such lot in order to prevent an unsightly condition. Building permit for reconstruction must be secured within 60 days after destruction in whole or in part of dwelling. Building must begin within thirty (30) days of permit being ready.

Section 15. Landscaping
Upon the completion of a residence on any of the lots the owner thereof, (and the word "owner", as used in this connection, is intended to mean the person(s) who purchase a residence from the builder thereof, and each subsequent purchaser), shall cause the lot owned by him to be finish-graded and seeded or sodded and suitably landscaped as soon after the completion of construction as weather permits. The lot and the drainage ditch, if any, contiguous to each lot shall be kept free of weeds by the owner thereof. All landscaping and lawns shall be well-maintained at all times. ~~Grass is not to exceed six inches (6") at any given time.~~

In accordance with preliminary plat approval, the subdivision homebuilders are required to plant one 2 1/2" tree per lot prior to customer occupancy; and the subdivision residents are required to plant three 2 1/2' trees per lot within one year of occupancy. This section may be enforced by the township.

Section 16. RIDGECREST LOTS (lots 14-21)
Soil and vegetation disturbance at the building site will be minimized, particularly larger trees (12" caliper and greater). Excavated soil not utilized at the building site will be removed. Effective soil erosion measures will be utilized, including diversion ditches and berms.

Clearing, grading and soil erosion plans are hereby subject to Orion Township approval.

Orion Township is hereby empowered to enforce the foregoing restrictions by judicial action.

ARTICLE III

GENERAL PROVISIONSSection 1. Enforcement.

Any Owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions and covenants imposed by the provisions of this Declaration. Failure of any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability.

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

Section 3. Amendment.

The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the lot owners (Deedholders) ~~except that amendments made by the Declarant during its ownership of lot(s) shall not require the vote, signature or approval of any lot owners.~~ Any amendment must be recorded with the Oakland County Register of Deeds. Utility service and wetland area provisions may not be amended.

Section 4. Assignment or Transfer of Rights and Powers. Declarant hereby reserves the unequivocal right to assign to others in whole or in part, at any time and from time to time, any or all of the rights and powers, titles, easements and estates hereby reserved or given to Declarant herein, including the right and power to approve or disapprove any use, act, proposed action, or any other matter or thing. Any such assignment or transfer shall be made by appropriate instruction in writing and such assignee shall thereupon have the same rights and powers, and be subject to the same obligations and duties as herein given and reserved to and assumed by Declarant in connection with the rights, powers, and easements so assigned, and such instrument, when executed by such assignee shall without further act, release said declarant from all obligations, duties and liability in connection therewith.

ARTICLE IV

WETLAND AREA

It shall be unlawful for any person to deposit or permit to deposited any material, including structures, into, within or upon the Wetland Area recorded on the Plat, and/or to disturb, disrupt, impair, damage, modify or harm such areas and/or the habitats in or functions performed by such areas without obtaining a development permit from the Township, pursuant to the Watercourse and Wetlands Protection Ordinance. It is the intent of this Article to preserve the Wetland Area; and all activities inconsistent with such intent are prohibited.

ARTICLE V

SUBDIVISION ASSOCIATION

The rights and obligations of the Developer with respect to approval, and supervision, and control of these building and use restrictions involving discretionary decisions may be assigned by the Developer hereafter to a homeowners association of the subdivision. Such transfer of rights and obligations may be made at anytime Developer deems it appropriate but in any event shall be made when Developer has sold all of the lots in the subdivision or has no further interest therein. Developer shall have the right to form a Michigan non-profit corporation, and each lot owner shall be required to be a member thereof and to accept it as an operative association, to which the subject rights and obligations may be transferred by Developer. The Developer or the homeowners' association shall have the authority to impose such dues and assessments as are deemed necessary to pay the cost of owning, maintaining and/or improving the Boulevard entrance, Bald Mt. Rd. gravel entrance and drainage facilities. Dues and assessments shall be due and payable within thirty (30) days after billing. In the event any lot owners shall fail to pay such dues or assessments when due, the Developer or succeeding homeowners' association may record a statement in the Office of the Register of Deeds for Oakland County against the lot showing the amount due which shall be a lien on the lot until fully paid. The Association shall have the right to bring an action in a court of competent jurisdiction to collect against said owner or foreclose the lien. Upon payment thereof, an appropriate discharge of lien in the form eligible for recording shall be given to the lot owner. Any and all such liens for the dues and assessments herein provided shall be subordinate to the lien of any first mortgage.

In accordance with preliminary plat approval, the association will construct a sidewalk along Clarkston Rd., upon demand by the Twp, and per Twp. ordinance

ARTICLE VI

RIGHTS OF LENDERSSection 1. Assessments on Foreclosure.

Any Institutional Holder of any first Mortgage who obtains title to a lot pursuant to the remedies provided in the Mortgage (but exclusive of a deed in lieu of foreclosure), or through foreclosure of the First Mortgage, shall not be liable for any claims for unpaid assessments or charges against such lot which accrued prior to the acquisition of title to such lot by the Institutional Holder of the First Mortgage.

Section 2. Priority on Distribution of Proceeds.

No owner or any other party shall have priority over any rights of Institutional Holders of Mortgages upon individual lots pursuant to their Mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of all or any portion of the commonly owned property, if any, and/or the individual lots and improvements thereon.

Section 3. Mortgage Protection Clause.

No breach of the covenants, conditions or restrictions herein contained, or any lien created hereby, shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but all of said covenants, conditions, and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise.

IN WITNESS WHEREOF, the undersigned, have caused these presents to be executed on this 7th day of June 1993.

In the presence of:

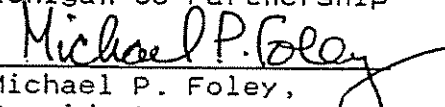


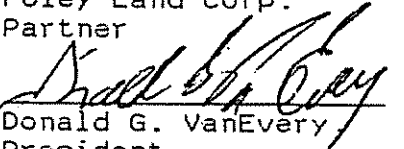
Ruth Gerber



Judith A. Foley

CLARKSTON 35 VENTURE
A Michigan Co-Partnership

By: 
Michael P. Foley,
President
Foley Land Corp.
Partner

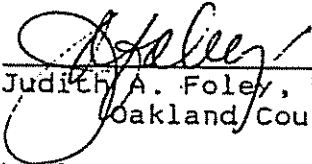
By: 
Donald G. VanEvery
President
Streamwood Development
Co., Inc. II,
Partner

LIBER 13713#041

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND

On this 7th day of June, 1993 before me personally appeared Michael P. Foley, President, Foley Land Corp. and Donald G. Van Every, President, Streamwood Development Co., Inc. II who, being by me duly sworn did say that they are the partners of CLARKSTON 35 VENTURE, a Michigan Co-Partnership, on behalf of the Co-Partnership.

My Commission expires:
December 18, 1993



Judith A. Foley, Notary Public
Oakland County, Michigan

Drafted By and Return To: Michael P. Foley
612 W. University Dr.
Rochester, Michigan 48307

LEGAL DESCRIPTION
DECLARATION OF RESTRICTIONS
PROPOSED WHITE OAK SUBDIVISION
SECTION 13, ORION TOWNSHIP
OAKLAND COUNTY, MICHIGAN

PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWN 4 NORTH, RANGE 10 EAST, ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN IS DESCRIBED AS BEGINNING AT A POINT LOCATED DISTANT SOUTH 87 DEGREES 58 MINUTES 20 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 13, A DISTANCE OF 213.00 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 13; THENCE SOUTH 01 DEGREES 59 MINUTES 30 SECOND WEST ALONG THE EAST LINE OF "WENDY'S HILL SUBDIVISION", AS RECORDED IN LIBER 92, PAGE 4 OF OAKLAND COUNTY RECORDS A DISTANCE OF 1400.57 FEET (1401.32 FEET RECORDED); THENCE SOUTH 89 DEGREES 28 MINUTES 44 SECONDS EAST A DISTANCE OF 1108.79 FEET TO THE SOUTHWEST CORNER OF LOT 9 OF "SUPERVISOR'S PLAT No. 12", LIBER 58, PAGE 19 OF OAKLAND COUNTY RECORDS; THENCE NORTH 01 DEGREES 52 MINUTES 11 SECONDS EAST A DISTANCE OF 1371.43 FEET (1372.97 FEET RECORDED) ALONG THE WEST LINE OF SAID LOT 9; THENCE NORTH 87 DEGREES 58 MINUTES 20 SECONDS WEST A DISTANCE OF 1105.47 FEET TO THE POINT OF BEGINNING.

FIRST AMENDMENT

DECLARATION OF RESTRICTIONS

Recorded June 25, 1993

Liber 13713, Pages 31-42

Orion Township, Oakland County, Michigan

White Oak Subdivision

Lots 1-48 and Outlots A-D

Recorded December 13, 1993

Liber 228, Pages 18-23

228018

Sidwell No. 09-13-104-000

Pursuant to Article III (General Provisions), Section 3 (Amendment) of the recorded Restrictions, the undersigned declarant of the recorded Restrictions and owner (deedholder) of twenty-seven of the subdivision lots, hereby amends the recorded Restrictions as follows:

- (1) Article II (Building & Use Restrictions For The Subdivision), Section 2 (Character & Size Of Buildings):

The following sentence is added:

"No building shall be permitted on any lot unless, in the case of a 1 1/2 story (cape cod) building, the living area thereof shall be not less than 1,800 square feet."

All other Articles and Sections of the recorded Restrictions, and provisions of the amended Section, remain unchanged.

Dated: August 25, 1995

\$ 9.00 MISCELLANEOUS RECORDING
 \$ 2.00 REMONUMENTATION
 29 AUG 95 11:31 A.M. RECEIPT# 813
 PAID RECORDED - OAKLAND COUNTY
 LYNN D. ALLEN, CLERK/REGISTER OF DEEDS

9
2

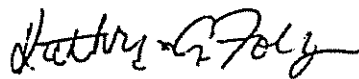
O.K. -S.R.

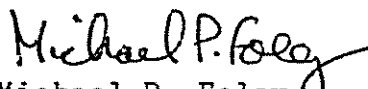
1st Amendment
Restrictions
White Oak Subdivision
page 2
8-25-95

Witnesses:

Clarkston 35 Venture
a Michigan Copartnership
612 W. University Dr.
Rochester, MI 48307

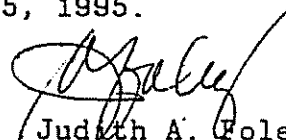

Judith A. Foley


Kathryn A. Foley


Michael P. Foley
President
Foley Land Corp.
Partner

State of Michigan
County of Oakland

Subscribed and sworn to before me by Michael P. Foley, President,
Foley Land Corp., Partner, Clarkston 35 Venture, a Michigan
Copartnership, on this date: August 25, 1995.


Judith A. Foley
Notary Public
Oakland County, Michigan
my commission expires: 4/19/98

drafted by & return to: Michael P. Foley
612 W. University Dr.
Rochester, MI 48307
810/651-2430