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By-Laws – Original.¹

By Laws as amended by the subdivision developer.

By Law amendments by the Association in June of 1985.

Resolution by the Association and By Law amendments recorded in January of 1999.

Subdivision surveyor's description and map.

Declaration of Building and Use Restrictions for Deer Run Subdivision.²

Declaration of Building and Use Restrictions amendments recorded in December of 1985.

Board Resolution recorded in January of 1999.

Declaration of Building and Use Restrictions amendments recorded in January of 1999.

¹Papers that establish the Association and its rules, duties, policies and procedures.

²Rules that establish permitted uses for our property, as subdivision property owners, establish our Association, establish fees and list restrictions.

BY-LAWS
OF
DEER RUN ASSOCIATION

ARTICLE I

NAME AND LOCATION: The name of the corporation is DEER RUN ASSOCIATION, hereinafter referred to as the "Association." The principal office of the corporation shall be located at P.O. Box 775, Bloomfield Hills, Michigan, but meetings of members and directors may be held at such places within the State of Michigan, County of Oakland, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to DEER RUN ASSOCIATION, its successors and assigns.

Section 2. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 3. "Declarant" shall mean and refer to Crestway Development, a Michigan corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 4. "Declaration" shall mean and refer to the Declaration of Building and Use Restrictions applicable to the Property recorded in the office of the Register of Deeds, Oakland County, Michigan, at Liber 7746, Page 106.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property, with the exception of the common Area.

Section 6. "Member" shall mean and refer to those persons entitled to membership as provided in the Agreement for Subdivision Open Space Plan recorded at Liber 7746, Page 112, Oakland County Records.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Property" shall mean and refer to that certain real property described in the Declaration of Building and Use Restrictions for Deer Run Subdivision, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:30 o'clock, p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following that is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meetings, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, sixty-six and two-thirds (66-2/3) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. A reconvened meeting shall be called in any event not later than forty-five (45) days from the date of adjournment.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy and shall be entitled to the number of votes set forth in Section 6. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his or her Lot.

Section 6. Membership and Voting Rights.

(1) Every owner (including Declarant) of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

(2) The Association shall have one class of voting membership. The members shall be all Owners, including the Declarant, or its assigns, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such

persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV

BOARD OF DIRECTORS – SELECTION – TERM OF OFFICE

Section 1. Number The Affairs of this Association shall be managed by a Board of from three (3) to fifteen (15) Directors, who need not be members of the Association. The initial Board shall consist of five (5) Directors, three (3) to be elected by the Declarant and two (2) to be elected by the remainder of the Homeowners.

Section 2. Term of Office. Directors shall serve for one year terms.

Section 3. Removal. Any director may be removed from the Board, with cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his or her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his or her predecessor.

Section 4. Compensation. No director shall receive compensation for any service he or she may render to the Association. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effects though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. After the first Board, nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nomination Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and Articles of

Incorporation. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

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

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

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

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, if any, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights and right to use of the recreational facilities, if any, of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, The Articles of Incorporation, or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) Procure and maintain adequate officers and directors liability insurance;

(d) As more full provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

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

(f) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(g) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(h) Cause the Common Areas to be maintained;

(i) Set the terms and conditions of use by the members of the Common Areas.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary and a treasurer, and such other officers as the Board may from time to time by resolution create.

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

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

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

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

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

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

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

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes of the Association. The president shall prepare and submit to the members at each annual meeting an annual report of the affairs of the Association.

Vice President

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

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the

members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

COMMON AREAS

Section 1. Any real property taxes assessed against the open space areas may be pro-rated among the lot owners and billed as a part of the taxes assessed to the individual lots.

Section 2. The Association shall be responsible for the maintenance of the storm water retention basin and the cost of said maintenance as more fully set forth hereinafter:

The storm water retention basin shall be used for no purpose other than retention of surface water until such time as Avon Township may determine and signify by written notice to the Association or its successors that there is no further need for the facility. Notwithstanding this requirement, the Association may use water from the basin for purposes of irrigation.

Maintenance of the retention basin shall include keeping the bottom of the retention basin free from silt and debris, removing harmful algae, maintaining a steel grating across the pond's inlets, the control of erosion, and such other maintenance as is reasonable and necessary to the intended functioning of the basin.

Section 3. Control and Jurisdiction by Avon Township. In the event that the Association shall at any time fail to maintain the open space area which includes the storm water retention area therein, in reasonable condition and order, Avon Township may serve written notice upon the Association or upon said lot owners setting forth the manner in which the Association has failed to maintain the open space area and the storm water retention basin

therein in reasonable condition and said notice shall include a demand that deficiencies of maintenance be cured within thirty (30) days, and further, shall state the date and place of a hearing before the Township Board or such other Boards, body or official to whom the Township Board shall delegate such responsibility, which shall be held within fourteen (14) days of the notice. At such hearing the Township may modify the terms of the original notice as to the deficiencies and may give an extension of time within which they shall be cured. If the deficiencies set forth in the original notice or in the modifications are not cured within said thirty (30) days or any extension thereof, the Township, in order to prevent the open space area and the storm water retention basin from becoming a public nuisance, may enter upon said open space area and maintain the same for a period of one (1) year. Said maintenance by the Township shall not constitute a taking of the open space area nor vest in the public any right to use the same. Before the expiration of the said year, the Township shall upon its own initiative, or upon the request of the Association, call a public hearing upon notice to the Association and to the members of the Association at which hearing the Association or the member shall show cause why the maintenance by the Township shall not, at the election of the Township, continue for a succeeding year. If the Township reasonably determines that the Association is ready and able to maintain the open space area and the storm water retention basin in a reasonable condition, the Township shall cease to maintain the open space area and the storm water retention basis at the end of said year. If the Township shall reasonably determine that the Association is not ready and able to maintain the open space area and the storm water retention basin in a reasonable condition, the Township may in its reasonable discretion continue to maintain said open space area and the storm water retention basin during the next succeeding year and, subject to a similar hearing and determination, in each year thereafter. Said maintenance by the Township shall not constitute a taking of the basin, or the property, nor vest in the public any right to use the same. However, should an emergency threatening the public health, safety and general welfare of the public be determined by the Township to exist, the Township shall have the right to take immediate corrective action. The reasonable cost of such maintenance by the Township shall be charged to the Association, and if not paid, shall be assessed equally against all properties within DEER RUN SUBDIVISION and shall become a lien on said properties, provided, however, said lien shall be subject to the provisions of the Declaration covering said subdivision and recorded with the Register of Deeds. In addition, the Township shall be subrogated, at its option, to the Association as to all of its rights of collection for any lien as may be herein provided.

ARTICLE XI

BOOKS AND RECORDS

The books and records of the Association will be maintained in accordance with generally accepted accounting principles. All reserve funds shall be segregated in separate reserve accounts and shall not be used for operating purposes. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XII

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, a \$10.00 late charge shall be assessed and the assessment shall bear interest from the date of delinquency at the rate of seven percent (7%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his or her Lot.

ARTICLE XIII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words DEER RUN ASSOCIATION – Michigan Nonprofit Corporation.

ARTICLE XIV

AMENDMENTS

Section 1. These By-laws may be amended, at a regular or special meeting of the members, by a vote of seventy-five percent (75%) of a quorum of members present in person or by proxy, except that the composition of the Board of Directors as provided in Article IV, Section 1, shall not be changed until March 1, 1985.

Section 2. In the case of any conflict between the Article of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XVI

MISCELLANEOUS

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

Amended by builder

BY-LAWS
OF
DEER RUN ASSOCIATION
(As amended May 2, 1984)

ARTICLE I

NAME AND LOCATION: The name of the corporation is DEER RUN ASSOCIATION, hereinafter referred to as the "Association." The principal office of the corporation shall be located at P.O. Box 775, Bloomfield Hills, Michigan, but meetings of members and directors may be held at such places within the State of Michigan, County of Oakland, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to DEER RUN ASSOCIATION, its successors and assigns.

Section 2. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 3. "Declarant" shall mean and refer to Crestway Development, a Michigan corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 4. "Declaration" shall mean and refer to the Declaration of Building and Use Restrictions applicable to the Property recorded in the office of the Register of Deeds, Oakland County, Michigan, at Liber 7746, Page 106.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property, with the exception of the common Area.

Section 6. "Member" shall mean and refer to those persons entitled to membership as provided in the Agreement for Subdivision Open Space Plan recorded at Liber 7746, Page 112, Oakland County Records.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Property" shall mean and refer to that certain real property described in the Declaration of Building and Use Restrictions for Deer Run Subdivision, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:30 o'clock, p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following that is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meetings, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, sixty-six and two-thirds (66-2/3) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. A reconvened meeting shall be called in any event not later than forty-five (45) days from the date of adjournment.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy and shall be entitled to the number of votes set forth in Section 6. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his or her Lot.

Section 6. Membership and Voting Rights.

(1) Every owner (including Declarant) of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

(2) The Association shall have one class of voting membership. The members shall be all Owners, including the Declarant, or its assigns, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall

be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV

BOARD OF DIRECTORS – SELECTION – TERM OF OFFICE

Section 1. Number The Affairs of this Association shall be managed by a Board of from three (3) to fifteen (15) Directors, who need not be members of the Association. The initial Board shall consist of five (5) Directors, three (3) to be elected by the Declarant and two (2) to be elected by the remainder of the Homeowners.

Section 2. Term of Office. Directors shall serve for one year terms.

Section 3. Removal. Any director may be removed from the Board, with cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his or her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his or her predecessor.

Section 4. Compensation. No director shall receive compensation for any service he or she may render to the Association. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effects though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. After the first Board, nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nomination Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and Articles of

Incorporation. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

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

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

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

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, if any, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights and right to use of the recreational facilities, if any, of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, The Articles of Incorporation, or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- (b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) Procure and maintain adequate officers and directors liability insurance;
- (d) As more full provided in the Declaration, to:
 - (1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - (2) Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
- (e) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (f) Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (g) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (h) Cause the Common Areas to be maintained;
- (i) Set the terms and conditions of use by the members of the Common Areas.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary and a treasurer, and such other officers as the Board may from time to time by resolution create.

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

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

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

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

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

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

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

President

- (a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes of the Association. The president shall prepare and submit to the members at each annual meeting an annual report of the affairs of the Association.

Vice President

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

Secretary

- (c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal

of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

- (d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

COMMON AREAS

Section 1. Any real property taxes assessed against the open space areas may be pro-rated among the lot owners and billed as a part of the taxes assessed to the individual lots.

Section 2. The Association shall be responsible for the maintenance of the storm water retention basin and the cost of said maintenance as more fully set forth hereinafter:

The storm water retention basin shall be used for no purpose other than retention of surface water until such time as Avon Township may determine and signify by written notice to the Association or its successors that there is no further need for the facility. Notwithstanding this requirement, the Association may use water from the basin for purposes of irrigation.

Maintenance of the retention basin shall include keeping the bottom of the retention basin free from silt and debris, removing harmful algae, maintaining a steel grating across the pond's inlets, the control of erosion, and such other maintenance as is reasonable and necessary to the intended functioning of the basin.

Section 3. Control and Jurisdiction by Avon Township. In the event that the Association shall at any time fail to maintain the open space area which includes the storm water

retention area therein, in reasonable condition and order, Avon Township may serve written notice upon the Association or upon said lot owners setting forth the manner in which the Association has failed to maintain the open space area and the storm water retention basin therein in reasonable condition and said notice shall include a demand that deficiencies of maintenance be cured within thirty (30) days, and further, shall state the date and place of a hearing before the Township Board or such other Boards, body or official to whom the Township Board shall delegate such responsibility, which shall be held within fourteen (14) days of the notice. At such hearing the Township may modify the terms of the original notice as to the deficiencies and may give an extension of time within which they shall be cured. If the deficiencies set forth in the original notice or in the modifications are not cured within said thirty (30) days or any extension thereof, the Township, in order to prevent the open space area and the storm water retention basin from becoming a public nuisance, may enter upon said open space area and maintain the same for a period of one (1) year. Said maintenance by the Township shall not constitute a taking of the open space area nor vest in the public any right to use the same. Before the expiration of the said year, the Township shall upon its own initiative, or upon the request of the Association, call a public hearing upon notice to the Association and to the members of the Association at which hearing the Association or the member shall show cause why the maintenance by the Township shall not, at the election of the Township, continue for a succeeding year. If the Township reasonably determines that the Association is ready and able to maintain the open space area and the storm water retention basin in a reasonable condition, the Township shall cease to maintain the open space area and the storm water retention basis at the end of said year. If the Township shall reasonably determine that the Association is not ready and able to maintain the open space area and the storm water retention basin in a reasonable condition, the Township may in its reasonable discretion continue to maintain said open space area and the storm water retention basin during the next succeeding year and, subject to a similar hearing and determination, in each year thereafter. Said maintenance by the Township shall not constitute a taking of the basin, or the property, nor vest in the public any right to use the same. However, should an emergency threatening the public health, safety and general welfare of the public be determined by the Township to exist, the Township shall have the right to take immediate corrective action. The reasonable cost of such maintenance by the Township shall be charged to the Association, and if not paid, shall be assessed equally against all properties within DEER RUN SUBDIVISION and shall become a lien on said properties, provided, however, said lien shall be subject to the provisions of the Declaration covering said subdivision and recorded with the Register of Deeds. In addition, the Township shall be subrogated, at its option, to the Association as to all of its rights of collection for any lien as may be herein provided.

ARTICLE XI

BOOKS AND RECORDS

The books and records of the Association will be maintained in accordance with generally accepted accounting principles. All reserve funds shall be segregated in separate reserve accounts and shall not be used for operating purposes. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XII

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, a \$10.00 late charge shall be assessed and the assessment shall bear interest from the date of delinquency at the rate of seven percent (7%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his or her Lot.

ARTICLE XIII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words DEER RUN ASSOCIATION – Michigan Nonprofit Corporation.

ARTICLE XIV

AMENDMENTS

Section 1. These By-laws may be amended, at a regular or special meeting of the members, by a vote of seventy-five percent (75%) of a quorum of members present in person or by proxy, except that the composition of the Board of Directors as provided in Article IV, Section 1, shall not be changed until March 1, 1985.

Section 2. In the case of any conflict between the Article of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XVI

MISCELLANEOUS

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

Amended by Association 6-21-85

BALLOT TO AMEND

The Bylaws of Deer Run Association are hereby amended so that the following Article and Section numbers read as follows:

ARTICLE III

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote twenty percent (20%) of all of the votes of the membership.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, twenty percent (20%) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. A reconvened meeting shall be called in any event not later than forty-five (45) days from the date of adjournment.

ARTICLE IV

Section 1. Number. The Affairs of this Association shall be managed by a Board of from three (3) to fifteen (15) Directors, who are required to be members of the Association and elected by the Homeowners.

ARTICLE V

Section 1. Nomination. After the first Board, nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the election meeting. Elections to be held every other year. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each election meeting of the members to serve from the close of such election meeting until the close of the next election meeting and such appointment shall be announced at each election meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

ARTICLE VII

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

(A) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any

special meeting when such statement is requested in writing by twenty percent (20%) of the members who are entitled to vote;

(B) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(C) Procure and maintain adequate officers and directors liability insurance;

(D) As more fully provided in the Declaration to:

(1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period.

(2) Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) Forclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

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

(F) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(G) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(H) Cause the Common Areas to be maintained;

(I) Set the terms and conditions of use by the members of the Common Areas.

ARTICLE VIII

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each election meeting of the members. Election of the officers will be held every other year.

Section 3. Term. The officers of this Association shall be elected every other year by the Board and each shall hold office for two years unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

ARTICLE X

Section 2. The Association shall be responsible for the maintenance of the storm water retention basin and the cost of said maintenance as more fully set forth hereinafter:

The storm water retention basin shall be used for no purpose other than retention of surface water until such time as Rochester Hills may determine and signify by written notice to the Association or its successors that there is no further need for the facility. Notwithstanding this requirement, the Association may use water from the basin for purposes of irrigation.

Maintenance of the retention basin shall include keeping the bottom of the retention basin free from silt and debris, removing harmful algae, maintaining a steel grating across the pond's inlets, the control of erosion, and such other maintenance as is reasonable and necessary to the intended functioning of the basin.

Section 3. Control and Jurisdiction by Rochester Hills. In the event that the Association shall at any time fail to maintain the open space area which includes the storm water retention area therein, in reasonable condition and order, Rochester Hills may serve written notice upon the Association or upon said lot owners setting forth the manner in which the Association has failed to maintain the open space area and the storm water retention basin therein in reasonable condition and said notice shall include a demand that deficiencies of maintenance be cured within thirty (30) days, and further, shall state the date and place of a hearing before the City Board or such other Boards, body or official to whom the City Board shall delegate such responsibility, which shall be held within fourteen (14) days of the notice. At such hearing the City may modify the terms of the original notice as to the deficiencies and may give an extension of time within which they shall be cured. If the deficiencies set forth in the original or in the modifications are not cured within said thirty (30) days or any extension thereof, the City in order to prevent the open space area and storm water retention basin from becoming a public nuisance, may enter upon said open space area and maintain the same for a period of one (1) year. Said maintenance by the City shall not constitute a taking of the open space area nor vest in the public any right to use the same. Before the expiration of the said year, the City shall upon its own initiative, or upon the request of the Association, call a public hearing upon notice to the Association and to the members of the Association at which hearing the Association or the member shall show cause why the maintenance by the City shall not, at the election of the City continue for a succeeding year. If the City reasonable determines that the Association is ready and able to maintain the open space area and the storm water retention basin in a reasonable condition, the City shall cease to maintain the open space area and the storm water retention basin during the next succeeding year and, subject to a similar hearing and determination, in each year thereafter. Said maintenance by the City shall not constitute a taking of the basin, or the property, nor vest in the public any right to use the same. However, should an emergency threatening the public health, safety and general welfare of the public be determined by the City to exist, the City shall have the right to take immediate corrective action. The reasonable cost of such maintenance by the City shall be charged to the Association, and if not paid, shall be assessed equally against all properties within DEER RUN SUBDIVISION and shall become a lien on said properties, provided, however, said lien shall be subject to the provisions of the Declaration covering said subdivision and recorded with the Register of Deeds. In addition, the City shall be subrogated, at its option, to the Association as to all of its rights of collection for any lien as may be herein provided.

ARTICLE XII

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, a \$10.00 late charge shall be assessed for each month a member is delinquent in the payment of his/her assessment, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Sommon Area or abandonment of his or her lot. From herein the annual assessment period will be due October 1 of each year.

ARTICLE XIV

AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of two-thirds (66-2/3%) of a quorum of members present in person or by proxy.

YES: _____

NO: _____

LOT # _____

ADDRESS _____

Deer Run Homeowners Association
Board Resolution

September 27, 1998

The undersigned Deer Run Homeowners Association Board officers herein record the following amendments to the Deer Run Homeowners Association By-Laws, as amended in June of 1985, by unanimous public vote during our May 19, 1998 Annual Homeowners Meeting at the University Hills Elementary School Media Center. As indicated by Article XIV, as amended in June of 1985, Section 1, these bylaws may be amended, at a regular or special meeting of the members, by a vote of two-thirds (66-2/3%) of a quorum of members present in person or by proxy.

The Deer Run Homeowners Association By-laws are amended as follows:

New Article XV

PROCEDURES FOR ADDRESSING
BUILDING AND USE RESTRICTIONS VIOLATIONS

Upon receipt of a complaint of a violation of a building and use restriction, the following procedures apply;

1. Refer complaint to a designated officer of the board, for visual confirmation of the reported violation.
2. The designated officer will report to the board at the next board meeting.
3. If a majority of the board members present agree that a violation exists the following sequence of steps will be taken to amicably resolve the violation and avoid legal expense.
4. A personal visit, by an officer and another board member, to the violators residence to discuss the boards concerns and appropriate action needed to resolve the violation, within a reasonable timeframe.
5. Follow up to the person visit, the board will issue a letter restating the violation, the action required for compliance and the required deadline.
6. Should the violator fail to correct the violation by the deadline, the board president will issue a letter to the violator, sent certified mail, requiring immediate correction of the violation.
7. If the violation is not promptly resolved the board of directors will meet for consideration of referral of the matter to legal counsel.

/S/

Roger Meeker
President

/S/

Jim Frenak
Vice President

/S/

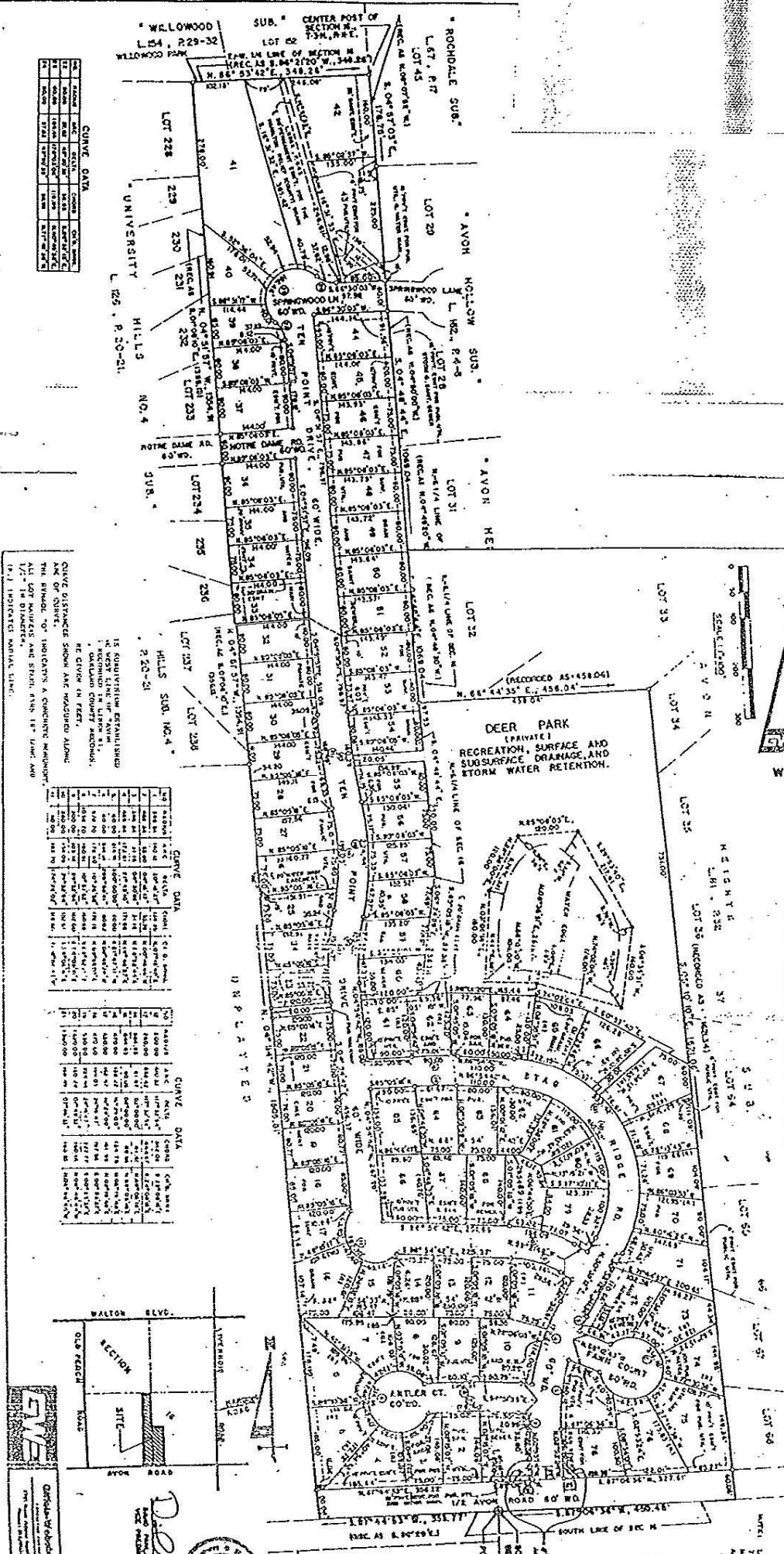
Bernie Baljet
Treasurer

/S/

John Ogren
Secretary

DEER RUN SUBDIVISION

A PART OF THE S 1/2 OF SECTION 16, T-3-N, R-11-E, AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN.



CURVE DATA

NO.	BEARING	CHORD	ARC	ANGLE	CHORD	ANGLE	CHORD	ANGLE
1	N 89° 57' 30" E	171.800	171.800	90.000	171.800	90.000	171.800	90.000
2	S 89° 57' 30" E	171.800	171.800	90.000	171.800	90.000	171.800	90.000

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2	S 89° 57' 30" E	171.800	171.800	90.000	171.800	90.000	171.800	90.000

NOTICE:
 BEARINGS FOR THIS SUBDIVISION ESTABLISHED TO MATCH WITH THE WEST LINE OF AVON HILLS NO. 4 AS RECORDED IN LITER 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

DEER RUN SUBDIVISION
 A PART OF THE S 1/2 OF SECTION 16, T-3-N, R-11-E,
 AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN.

WALTON ELEV.
SECTION
SITE

ARTLER CT. CO'D.

AVON HILLS NO. 4

DEER PARK (PRIVATE) RECREATION, SURFACE AND SUBSURFACE DRAINAGE AND STORM WATER RETENTION.

DECLARATION OF BUILDING
AND USE RESTRICTIONS
FOR DEER RUN SUBDIVISION

This Declaration of Building and use Restrictions is made this 28th day of November, 1979, by PARAMOUNT HOMES OF MICHIGAN, INC., a Michigan corporation (“Declarant”) 690 East Maple Road, Suite 205, Birmingham, Michigan 48011.

WHEREAS, Declarant is the owner and developer of the following described property located in Avon Township, Oakland County, Michigan (hereinafter, the “Subdivision”):

Lots 1 through 89, inclusive, Deer Run Subdivision, according to the plat thereof as recorded in Liber 171 of Plats Pages 30 through 32, inclusive, Oakland County Records, and

WHEREAS, Declarant desires to subject the lots in the Subdivision to certain building and use restrictions in order to assure the harmonious exterior appearance of the residential dwellings and other improvements hereafter erected in the Subdivision and to preserve and to maintain the value of the Subdivision and all lots and improvements located therein.

NOW THEREFORE, in consideration of the foregoing, Declarant does hereby declare that the Subdivision and each lot therein shall be subject to the following building and use restrictions, which shall run with the land and shall be a limitation and restriction upon the use and enjoyment thereof.

1. General Restrictions. The following general restrictions are hereby placed upon all lots in the Subdivision (except to the extent that Declarant and its successors and assigns are exempt from the provision hereof in accordance with paragraph 4 below):

a. Single Family Dwelling Only. No structure shall be erected, altered or permitted to remain on any lot in the Subdivision other than one detached single family dwelling, which shall be occupied by a single family for residential purposes only. All other structures, buildings and improvements of any type are prohibited unless the same comply with paragraph 1-b below:

b. Compliance with Zoning Requirements, Etc. All residential structures and other improvements of any type whatever erected on any lot in the Subdivision shall conform to the applicable zoning ordinances from time to time in effect and with all other requirements of all public authorities having jurisdiction over the Subdivision or any lot or improvement located therein.

c. Dwelling Quality and Size. It is the intention and purpose of these Covenants to ensure that all dwellings shall be of quality design, workmanship and materials. All dwellings shall be constructed in accordance with the applicable governmental Building Code, ordinances and/or regulations and with such further, and more (or less), restrictive standards as may be required (or permitted) by these Covenants or by Declarant, its successors and/or assigns. The minimum square footage of living area of residential dwellings shall be:

i. For one-story residential dwellings, not less than sixteen hundred (1,600) square feet. For two-story residential dwellings, (including, but not limited to, bi-levels, split-levels and tri-levels), not less than eighteen hundred (1,800) square feet.

d. Signs. No sign of any kind shall be displayed in the public view except such signs as may be used by Declarant in connection with the development of the Subdivision and the sale of lots and residences therein, and except such signs of customary and reasonable dimensions (in no event to exceed five square feet) as may be displayed on or from a residence or lot, advertising the residence for sale or lease.

e. Animals. No animals of any kind shall be raised, bred, kept or maintained in the Subdivision for any commercial purposes. A reasonable number of domestic household pets may be maintained by each lot owner, but all such pets shall have such care and restraint so as not to be obnoxious or offensive on account of odor, noise or unsanitary conditions. No savage or dangerous animal of any type may be kept. No animal shall be permitted to run loose on the property included in the Subdivision.

f. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any property within the Subdivision, and no odors shall be permitted to arise therefrom so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or person in the vicinity thereof. No noise or other nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other property or person in the vicinity thereof. Without limiting the generality of any of the foregoing provisions no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any such property.

g. Appearance of Lot. No garbage or trash containers may be placed in the front of any lot for more than a twenty-four (24) hour period. No wash poles or lines for clothing shall be permitted in front or side yard area. All lots shall be kept free of unsightly weeds and trash at all times.

h. No Hazardous Activities. No activities shall be conducted on any property included in the Subdivision and no improvements shall be constructed on any such property which are or might be unsafe or hazardous to any person or property.

i. Vehicle Storage and Repair. No house trailer camping trailer, hauling trailer, commercial vehicle, or boat or accessories thereto, shall be parked, stored, repaired, or maintained on any lot except within a private garage. This restriction shall not apply to commercial or other vehicles making business or service calls or deliveries to the residents or owners of lots within the Subdivision, nor shall it apply to any pickup or van that is used as a principal means of transportation by the owners or occupants of any lot in the Subdivision, for other than commercial purposes.

2. Exterior Finishes. All residential structures or other buildings erected in the Subdivision shall have finished exteriors of brick, stone, wood or aluminum siding, or a

combination thereof. Notwithstanding any provisions to the contrary in the applicable zoning ordinances, visible exteriors of cement, slag or cinder block, concrete or imitation brick are prohibited.

3. Remedies. Violation of any of the restrictions contained herein or of any covenant or agreement herein contained shall give Declarant, in addition to all other remedies provided by law, the right to enter upon the land as to which such violation or breach exists, and summarily to abate and remove at the expense of the owner thereof any item which has been erected, or any structure, sign, fence, thing or condition that may be or exist contrary to the intent and meaning of the provisions hereof, and Declarant shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

4. Exemption of Declarant. Nothing herein shall limit the right of Declarant to complete excavation, grading and construction of any improvements to any lot or property included in the Subdivision, or to alter the foregoing or to construct such single family dwelling or other improvements as Declarant deems advisable in the course of development of the Subdivision and the construction of single family dwelling therein. Further, nothing contained herein shall restrict or preclude Declarant from using any buildings or structures in the Subdivision as model homes, sales or leasing offices, construction offices or for other purposes in connection with the development and sales of the lots in the Subdivision or the construction and sales of dwellings thereon. This paragraph shall inure to the benefit of Declarant for so long as Declarant owns any lot or dwelling in the Subdivision which it offers for sale or lease and during any period during which Declarant is constructing dwellings or other improvements in the Subdivision. No provision hereof shall in any manner restrict Declarant in carrying on any commercial activity in the Subdivision. As used in this paragraph 4, "Declarant" shall mean and include Declarant and its successors and assigns;

5. Deer Run Association. The Deer Run Association, a Michigan non-profit corporation (the "Association"), has been or will be incorporated in accordance with the provisions of the certain Agreement for Subdivision Open Space Plan of even date between the Township of Avon, Oakland County, Michigan, and Declarant, relating to the Subdivision, a copy of which Agreement is recorded in Liber 171, Pages 30-32 inc. Oakland County Records (the "Subdivision Agreement"). Each person owning, using or having any interest whatever in the Subdivision or any part thereof shall be subject to, and agrees to abide by, the terms and conditions of the Subdivision Agreement and the Articles of Incorporation and Bylaws of the Association. In addition to the duties of the Association as set forth in the Subdivision Agreement, the Association shall have such duties and perform such functions as may from time to time be delegated to it by Declarant in accordance with paragraph 5 above.

6. Annual Maintenance Assessment. Each lot Owner (as that word is defined in the Agreement for Subdivision Open Space Plan described in paragraph 5 above) shall be subject to an annual maintenance charge, to be paid by all such owners to the Association in advance on the 1st day of January, in each year, commencing January 1, 1981. The annual maintenance charge shall be established assessed and used in accordance with the following provisions:

a. Establishment. The amount of the annual charge shall be established and may be adjusted from year to year by the Board of Directors of the Association,

as may be reasonably required by the Association to discharge its obligations hereunder and under the Agreement for Subdivision Open Space Plan referred to above.

b. Use of Maintenance Funds. The maintenance funds shall be used for improving and maintaining Deer Park, Entrance Signs and Gates identified as such on the plat for the Subdivision (hereinafter, the "Common Area"), including storm water retention basins and other property owned by the Association; for payment of expenses incidental to the examination of plans and the enforcement of these restrictions or any other restrictions applicable to the Subdivision; and, for any other purposes or things necessary or advisable in the opinion of the Board of Directors of the Association for the general welfare of its members and within the Association's powers and purposes.

c. Interest on Delinquent Accounts. All maintenance charges which shall remain due and unpaid as of April 1st of the year in which the charges became due and payable shall thereafter be subject to interest at the highest rate then allowable.

d. Lien. It is expressly understood and agreed that the annual maintenance charge shall be a lien and encumbrance on the lot with respect to which said charge is made and it is expressly agreed that by the acceptance of title to any of said lots, the Owner (not including thereby the mortgagee) from the time of acquiring title thereto shall be held to have covenanted and agreed to pay to the Association all charges provided for therein which were then due and unpaid to the time of his acquiring title, and all such charges thereafter falling due during his ownership thereof. A Certificate will (upon request) be issued in writing by the Association to the prospective purchaser liable, or who may be liable for said charges, which shall set forth the status of said charges. This Certificate shall be binding upon the parties hereto.

e. Subordination of Lien. The lien provided for herein shall be subordinate to any institutional mortgage lien. Sale or transfer of any lot shall not affect the lien. The sale or transfer of any lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lien of foreclosure thereof, however, shall extinguish the lien of such assessments as to payments thereof which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

f. Enforcement Rights. By his acceptance of title each owner shall be held to vest in the Association the right and power in its own name to take and prosecute all suits, legal, equitable or otherwise, which may in the opinion of the Association be necessary or advisable for the collection of such charge or charges.

7. Severance. Invalidation of any of these restrictions by the judgement of any Court shall in no wise affect other provisions herein but they shall remain in full force and effect.

8. Duration and Amendment. These restrictions shall be in full force and effect for a period of twenty-five (25) years and shall be automatically extended for successive periods of ten (10) years thereafter unless a majority of the lot owners shall agree to abolish them prior to the commencement of any such period. No amendment shall be made to these restrictions without the written consent of Declarant or its successors or assigns for the period specified in

paragraph 8 above. Amendments otherwise shall require the written consent of a majority of the owners of the lots in the Subdivision.

IN WITNESS WHEREOF, The undersigned has caused this instrument to be executed by its officer duly authorized to execute same as of the 14th day of June, 1979.

WITNESSES: PARAMOUNT HOMES OF MICHIGAN, INC.,
A Michigan Corporation

/s/ Jonathan L. Retzlaff By: /s/ William E. Kropf, Chairman

/s/ Manuel Faxstein /s/ Robert A. Pollack, President

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 14th day of June, 1979, by William E. Kropf and Robert A. Pollack who are Chairman and President respectively of PARAMOUNT HOMES OF MICHIGAN, INC., a Michigan Corporation.

/s/ Manuel Faxstein
Notary Public, Oakland
County, Michigan
My Commission expires:
February 5, 1980

WHEN RECORDED, PLEASE RETURN TO:

Thelma G. Spencer,
AVON CHARTER TOWNSHIP CLERK
P.O. Box 250
ROCHESTER, MI 48063

DRAFTED BY:

Jonathan L. Retzlaff
Paramount Homes of Michigan, Inc.
690 E. Maple, Suite 205
Birmingham, Michigan 48011

Approved 6-21-85

Filed 12-85

AMENDMENT TO THE DECLARATION
OF BUILDING AND USE RESTRICTIONS
FOR DEER RUN SUBDIVISION

I (we) consent to the following Amendments to the Declaration of Building and Use Restrictions for Deer Run Subdivision, recorded Liber 7746, pages 106 through 111, Oakland County Records.

Section 1. Paragraph e shall be amended to read as follows:

e. Animals. No animals, livestock or poultry, other than household pets, shall be raised, bred, kept or maintained in the Subdivision. No household pets may be raised, bred, kept or maintained in the Subdivision for any commercial or breeding purposes. A reasonable number of domestic household pets may be maintained by each lot owner, but all such pets shall have such care and restraint so as not to be obnoxious or offensive on account of odor, noise or unsanitary conditions. Dog droppings must be picked up by the owner and discarded in an appropriate container. No savage or dangerous animal of any type may be kept. No animal shall be permitted to run loose on the property included in the Subdivision. All dogs must be kept on a leash while outside. Dog runs are permitted, provided they are screened from view.

Section 1. Paragraph f shall be amended to read as follows:

f. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any property within the Subdivision, and no odors shall be permitted to arise therefrom so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or person in the vicinity thereof. No noise or other nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other property or persons in the vicinity thereof. Without limiting the generality of any of the foregoing provisions no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any such property. No noxious or offensive activity shall be carried upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance.

Section 1. Paragraph i shall be amended to read as follows:

i. Vehicle Storage and Repair. No house trailer, trailer, camping trailer, hauling trailer, boat trailer, motor home, commercial vehicle, recreational vehicle, boat or accessories thereto, car, truck, or related equipment shall be parked, stored, repaired, or maintained on any lot except within a garage or permanent building keeping it from public view. No such vehicle or any motor vehicles used for commercial purposes shall be parked upon any driveway, street or parking area except during temporary periods while present on business or during which the driver or occupants thereof are actually rendering services to the owner or occupant of a dwelling

or lot or picking up or loading or unloading. No extensive vehicle maintenance or mechanical repair work shall be done outside of a garage or storage building.

Section 1 shall be amended by the addition of paragraphs j through p which read as follows:

j. Antennas and Flagpoles. No satellite dish antennas, radio antenna towers, or poles shall be erected or utilized on any lot regardless of whether said antennas are attached to any building or are free standing. Flagpoles are permitted provided such poles are not more than twenty-five (25) feet in height.

k. Fencing. No fences, except those existing at the time of filing of this amendment, shall be constructed on the lot line of any lot, except that, decorative fences are allowed on side or back lot lines falling on Subdivision boundaries and/or easements only. Decorative fencing for inground pools must comply with local City ordinances.

l. Landscaping. All grass shall be cut and a sightly condition of the premises maintained after houses are constructed and all grass and underbrush cut and the premises maintained in a sightly condition before construction of any dwelling on any lot. The Board of Directors of Deer Run Association shall have the right to enter upon any lot and cut grass and remove underbrush and charge the cost thereof to the owner of said lot, in the event that said owner shall fail to cut the grass and remove the underbrush on said lot within ten (10) days after the sending of written notice to cut said grass and/or remove said underbrush from said lot by certified mail with return receipt requested. No garbage, trash, refuses or discarded items of any type shall be permitted on any empty lot. No machinery, building equipment, or commercial equipment or materials shall be kept on any lot.

m. Recreational Structures. No additional above-ground level swimming pools are permitted after the date of filing of this amendment. A permanent in-ground swimming pool which does not protrude in excess of one foot above grade level may be installed on any lot as well as a childrens wading pool with a depth of one foot or less. All recreational structures on any lot shall be screened from any street lying entirely within the Subdivision by a hedge, decorative fence or other visual barrier.

n. Refuse, Stored and Other Materials. No lot or any portions thereof shall be used or maintained as a dumping ground for waste or refuse of any kind or for outside storage for waste, refuse, rubbish, trash, garbage or any other materials. The owner of every lot shall promptly dispose of such refuse, rubbish, trash, or garbage or other materials so that the same will not be objectionable to the owners of neighboring lots. No outside incinerator shall be maintained or utilized and no burning of garbage, refuse, or any other such material is permitted outside any dwelling. All unused building materials and debris resulting from construction shall be removed from each lot within thirty (30) days after "substantial completion" of said construction. Substantial completion shall be defined as the issuance of a temporary certificate of occupancy, or in the absence thereof, by completion of the roof and all exterior portions, all utilities, dry wall, finish carpentry and finish painting and hardware installation for each such dwelling.

o. Signs. No sign of any kind shall be placed or displayed on any lot in the Subdivision excepting as follows: A sign is permitted during the period when a dwelling is being constructed but it must be removed immediately upon completion of construction; One sign may be placed upon each model dwelling or on the lot on which they are located; One sign (not to exceed six (6) square feet) is permitted on a lot advertising that lot and/or dwelling for sale but said sign must be removed when the lot and/or dwelling is sold; All said signs must be maintained in good condition at all times and be removed on the termination of their use; and signal as approved by the Board of Directors of Deer Run Association) are permitted to identify the common area and to notify the public or easements and rules governing said common areas.

p. Out-Buildings. Trailers, motor homes, boat trailers, tents, shacks, toolsheds, barns, or other structures or vehicles used as out-buildings of any kind type, or descriptions are prohibited.

**Deer Run Homeowners Association
Board Resolution**

September 27, 1998

Upon seeking qualified counsel, publishing proposed amendments for all Lot Owners, holding public Lot Owner meetings on October 28, 1997 and on November 5, 1997 and making proper 30-day notice of our May 19, 1998 (notice attached), and securing written consent from a majority of the Deer Run Subdivision Lot Owners, the undersigned Deer Run Homeowners Association Board officers herein record the following amendments (as attached to this resolution) to the Building and Use Restrictions for Deer Run Subdivision.

As stated in the Declaration of Building and use Restrictions for Deer Run Subdivision at paragraph eight (8). . . These restrictions shall be in full force and effect for a period of twenty-five (25) years and shall be automatically extended for successive periods of ten (10) years thereafter unless a majority of the lot Owners shall agree to abolish them prior to the commencement of any such period.

No amendment shall be made to these restrictions without the written consent of Declarant or its successors or assigns for the period specified in paragraph 8 above.

Amendments otherwise shall require the written consent of a majority of-the lots in the subdivision.

/s/
Roger Meeker
President

/s/
Jim Frenak
Vice President

/s/
Bernie Baljet
Treasurer

/s/
John Ogren
Secretary

AMENDMENTS APPROVED: 9/27/98
(Date)

DATE FILED: January 28, 1999

DEER RUN SUBDIVISION
AMENDMENT TO BUILDING AND USE RESTRICTIONS

ARTICLE XVII. BUILDING AND USE RESTRICTIONS

We the undersigned, the Members of Deer Run Association (the "Association"), hereby consent and decree that the following Amendments shall be incorporated as part of the Building and Use Restrictions for Deer Run Subdivision. Said Building and Use Restrictions are recorded at Liber 7746, pages 106 through 111 of the Oakland County Records.

Section 1. General Requirements.

Paragraph "d" shall be amended to read as follows:

d. Signs.

No sign of any kind shall be displayed in the Subdivision to the view of the public except such signs as may be used in connection with the sale or lease of lots and/or residences located therein. Such signs shall be of customary and reasonable dimensions, and shall in no event exceed six (6) square feet in size. One sign is permitted on a lot advertising the dwelling located thereon for sale or lease, but said sign must be removed within twenty-four (24) hours after the dwelling is sold or leased. All said signs must be maintained in good condition at all times. Signs that have been approved by the Board of Directors of the Association are permitted to identify the common areas and to notify the public of easements and/or rules governing said common areas.

Paragraph "e" shall be amended to read as follows:

e. Animals.

No animals, livestock or poultry, other than domestic household pets, shall be raised, bred, kept or maintained in the Subdivision. No household pets may be raised, bred, kept or maintained in the Subdivision for any commercial or breeding purposes. A reasonable number of domestic household pets may be maintained by each Member, but all such pets shall have such care and restraint so as not to be obnoxious or offensive on account of odor, noise or unsanitary conditions. Dog droppings must be picked up by the dog owner and discarded in an appropriate container. No wild, savage or dangerous animal of any type may be kept. No animal shall be permitted to run loose on the property included in the Subdivision. All domestic pets must be kept on a leash while outside. Dog runs shall not be permitted.

Paragraph “g” shall be amended to read as follows:

g. Appearance of Lot.

Garbage and/or trash receptacles shall not be stored outside garages unless for the limited purpose of containing garbage and/or trash on the days that said refuse shall be picked up by the applicable waste-disposal entity. On refuse-removal days, said receptacles shall be removed no later than twenty-four (24) hours after removal has occurred. No wash poles or lines for the hanging of clothing shall be permitted on any lot or within the common areas of the Subdivision. At all times, all lots shall be kept free of unsightly weeds and/or trash or similar blight-causing conditions.

Paragraph “i” shall be amended to read as follows:

i. Vehicle Storage and Repair

None of the following vehicles may be stored, repaired or maintained on any lot except within a garage or other permanent building wherein such activity is completely screened from public view: house trailers, trailers, camping trailers, hauling trailers, boat trailers, snow plows, motor homes, commercial vehicles, governmental vehicles, recreational vehicles, or boats. This list of vehicles shall also be deemed to include all accessories thereto, any related equipment, and all attachments to vehicles, except for class 1 and class 2 trailer hitches. Further, none of the aforescribed vehicles may be parked upon any driveway, street or parking area, except during temporary periods wherein said vehicle is present for business purposes, such as when the driver or occupants thereof are actually rendering services to the owner or occupant of a dwelling or lot, or are picking up, loading or unloading merchandise, equipment or the like. No extensive vehicle maintenance or mechanical repair work shall be performed outside of a garage.

Paragraph “j” shall be amended to read as follows:

j. Antennas and Flagpoles.

Satellite dishes that are 18 inches or less in diameter and television antennas are permitted so long as said dish and/or antenna is screened from public view. Flagpoles are permitted, provided that such poles are not more than twenty-five (25) feet in height.

Paragraph “k” shall be amended to read as follows:

k. Fencing.

No fences and/or fencing shall be permitted on any Lot within the Subdivision except for those fences and/or that fencing in existence as of December 1985. The Lots which are included in this exception are located at the following addresses: Lot 26, 730 Ten Point Drive; Lot 23, 772 Ten Point Drive; Lot 22, 786 Ten Point Drive; Lot 8, 1474 Antler Cr.; Lot 5, 1499 Antler Cr; Lot 51, 647 Ten Point Drive; Lot 52, 661 Ten Point Drive. Said Lots shall be permitted to maintain and/or repair their existing fences and/or fencing, but may not replace the existing fences and/or fencing with a new fence and/or new fencing.

Decorative fencing for in-ground pools must comply with the applicable ordinances of the City of Rochester Hills.

Paragraph “m” shall be amended to read as follows:

m. Swimming Pools.

No above-ground level swimming pools shall be permitted as of the date of enactment of this Amendment, with the exception of the above-ground pool located on Lot 5, 1499 Antler Ct. Said Lot may be permitted to maintain and/or repair the existing pool, but not to replace the same. A permanent in-ground swimming pool, which does not protrude in excess of one foot above grade level, and which complies with all ordinances of the City of Rochester Hills, may be installed on any Subdivision lot. Similarly, any permanent children’s wading pool, with a depth of one foot or less, may be installed on any Subdivision lot. All recreational structures on any lot shall be screened from public view.

Paragraph “o” shall be deleted, as the contents thereof have been incorporated as part of paragraph “d”, supra.

Paragraph “p” shall be amended as follows:

p. Out-Buildings.

Trailers, motor homes, boat trailers, tents, shacks, tool sheds, barns, or other structures or vehicles used as out-buildings of any kind, type or description are prohibited.

Section 6 shall be amended to read as follows:

Section 6. Annual Maintenance Assessment.

Each Lot Owner, as that word is defined in the Agreement for Subdivision Open Space Plan described in paragraph 5, supra, shall be subject to an annual maintenance charge, to be paid by all such owners to the Association in advance of the first day of November each year, commencing on November 1, 1998. The annual maintenance charge shall be established, assessed and used in accordance with the following provisions:

Section 9 shall be added, and shall read as follows:

Section 9. Commercial Leasing. No commercial leasing of property is allowed. The two exceptions are the following:

(i) Leases that are currently in existence as of the effective date of this amendment. Said leases may be extended but only for one year from the end of the current lease.

(ii) Those Lot Owners who have been forced to move from the Subdivision by reason of a corporate transfer. In the instance of a corporate transfer, the transferee Lot Owner shall not lease their premises for more than twenty-four (24) months. Leases of less than one (1) year in length are prohibited. It is the

responsibility of the transferee Lot Owner to provide the Association with a forwarding address and telephone number, along with the relevant rental agreement/agreements.. A transferee Lot Owner may file a request with the Association, Board of Directors, for an extension of time to lease their dwelling. The Board of Directors upon a showing of good cause, may grant an extension of time to lease their dwelling.

a. . . . The Lessees of any lot shall be subject to the terms and conditions of this Declaration, the Articles of Incorporation and By-laws of the Association, and all rules and regulations promulgated pursuant thereto, all of which shall be incorporated by reference into the lease of any lot, and any violation of the same by a Lessee shall be deemed to be a violation by the Lessor/Owner and subject to that Owner for the same penalties and sanctions as if the Owner had violated the Declaration, Articles of Incorporation, By-laws, or rules and regulations, as applicable.

Drafted By: Lawrence W. Dloski
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Return to: John Ogren
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Rochester Hills, MI
48309