

**SECOND AMENDED DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS OF
OXFORD ESTATES SUBDIVISION NOS. 1 AND 2**

PREDECESSOR IN INTEREST TO ADAMS WEST HOMEOWNERS ASSOCIATION.

THIS SECOND AMENDED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS is made this 1st day of July, 1981, by FIRST AVON ASSOCIATES, a Michigan co-partnership, hereinafter referred to as "Declarant"; and is endorsed by certain Builder/Purchasers who are purchasing lots from Declarant for proposed construction of homes on lots; and is also endorsed for approval purposes only by the OXFORD ESTATES SUBDIVISION NOS. 1 AND 2 HOMEOWNERS ASSOCIATION; and is also endorsed by MANUFACTURERS NATIONAL BANK OF DETROIT, who holds a mortgage lien against a substantial number of lots in Oxford Estates Subdivision Nos. 1 and 2; which subdivisions are recorded in Liber 162, Pages 30 thru 32 inclusive, Oakland County Records, and Liber 168, Pages 21 thru 23 inclusive, Oakland County Records, respectively; and

WHEREAS, Declarant currently owns the fee title and/or Land Contract Seller's Interest to more than ninety percent (90%) of the lots in Oxford Estates Subdivision Nos. 1 and 2 and therefore is deemed by previous definition set forth in previous Declaration Of Covenants, Conditions and Restrictions (sometimes referred to as "Declaration") to possess the right to amend the Declaration; and

WHEREAS, Declarant with the consent of all Builder/Purchasers and its mortgagee wishes to amend the current governing Declaration so as to comply with the United States Department of Housing and Urban Development's (HUD), an agency of the United States Government, requirements as set forth in the FHA-VA Guidelines for Declarations of Covenants, Conditions and Restrictions; and

WHEREAS, pursuant to Article VII, Section 3, of the currently governing Declaration which permits amendment to the Declaration, Declarant who does comprise the title and ownership interest as therein defined of more than ninety percent (90%) of the lots in Oxford Estates Subdivision Nos. 1 and 2 together with the Township of Avon's approval as required in said Declaration, does hereby amend the Declaration of Covenants, Conditions and Restrictions as recorded in Liber 7395, Page 304 of Oakland County Records as subsequently amended by document recorded in Liber 7663, Page 791 of Oakland County Records; and

WHEREAS, Declarant, the owner of more than ninety percent (90%) of the lots, does under Section 18 (which requires action of at least 75% of lot owners to amend) a certain Open Space Agreement as recorded in Liber 7389, Page 865 as amended in document recorded in Liber 7663, Page 786 of Oakland County Records, desire to amend said Open Space Agreement; and

WHEREAS, this Second Amended Declaration Of Covenants, Conditions, Restrictions shall become the sole governing Declaration of Oxford Estates Subdivision Nos. 1 and 2 in full substitution of the original and First Amended Declaration of Covenants, Conditions and Restrictions; and

WHEREAS, the undersigned in their respective capacities as hereinafter defined, wish to declare and/or consent to the declaration of the following easements, restrictions, covenants,

conditions which are to apply to all of the lots described as Lot Number 1 through 248 inclusive of the Oxford Estates Subdivisions Nos. 1 and 2 according to the respective Plats, to-wit: Oxford Estates Subdivision No. 1 being recorded in Liber 162 of Plats, Pages 30 through 32 inclusive of Oakland County Records, and Oxford Estates Subdivision No. 2 being recorded in Liber 168 of Plats, Pages 21 through 23 inclusive of Oakland County Records.

NOW THEREFORE, Declarant hereby declares that all of the lots and land described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to Oxford Estates Nos. 1 and 2 Homeowners Association, a Michigan non-profit corporation chartered on a membership basis, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property, including land contract homeowner purchasers, but excluding land contract sellers and mortgagors or any other persons whose interest is that of holding a lien or security interest for the performance of an obligation. A Builder/Purchaser (as herein defined) shall not be deemed an owner. Until the Builder/Purchaser sells and conveys its interest in a constructed house on a lot to another party, the Declarant shall be deemed the owner of said lot for voting purposes. When more than one person or entity comprises the record owner to any lot, the interest of all such persons collectively shall be that of a single owner with voting rights by multiple owners exercised in a manner defined in Article III.

Section 3. "Property" shall mean and refer to that certain real property contained and situated within the boundaries of Oxford Estates Nos. 1 and 2 and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area currently owned by the Association is described as follows:

Oxford Estates No. 1, private open space areas named, Monticello Park and Crown Point Park, consisting of 12.515 acres and being part of Oxford Estates No. 1 Subdivision according to the Plat thereof as recorded in Liber 162 of Plats, Pages 30 thru 32, inclusive, Oakland County Records; and

Oxford Estates No. 2 private open space area named Arlington Park as described in the Oxford Estates No. 2 Plat recorded in Liber 168 of Plats, Pages 21 thru 23 of Oakland County Records, subject to easements and rights of way of record.

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 Areas.

Section 6. "Builder/Purchaser" shall mean builders who purchase lots from Declarant for construction of home(s) purposes.

Section 7. "Homeowner" shall mean the original purchaser and all successor purchasers of homes constructed on lots in the subject subdivision by Builder/Purchasers and/or Declarant.

Section 8. "Declarant" shall mean and refer to First Avon Associates, its successors and assigns (excluding Builder/Purchasers other than Declarant who in certain instances may have a dual interest of both Builder and Declarant) provided such successors and assigns acquire their interest with explicit assumption of Declarant's obligations herein set forth in the documents of assignment.

ARTICLE II

Property Rights - Association Rights and Purposes

Section 1. Owner's Easements of Enjoyment. Every owner shall have the right, privilege, burden, obligation and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every lot, subject to the following conditions:

(a) The right of the Association to charge reasonable admission and other fees to owners and non-owners for the use of any recreational facility situated upon the Common Areas;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by the Declarant (unless the Declarant is no longer the owner or land contract seller of any lot) and two-thirds of the owners has been recorded and provided further, that no such dedication or transfer or determination as to the conditions thereof shall be effective unless the prior consent thereto of the Township of Avon by and through its Township Board or the body empowered to act in this respect shall have first been obtained. Provided, however, that the rights vested in the Oakland County Drain Commission by agreement and law shall be operative without Declarant and homeowner's consent.

(d) The Common Areas may be used for recreation, bicycling, hiking, nature study, picnicking, or other uses for the benefit of its members which may be determined by the Association. Recreational facilities, including but not limited to swimming and wading pools, bike paths, walkways, tennis courts, and similar items may be constructed in the Common Areas by the Association or the Declarant. Anything to the contrary notwithstanding, nothing in this paragraph shall be construed to create an obligation to construct said facilities. All residents of property under the jurisdiction of the Association and guests accompanying said residents shall have equal access to the Common Areas and all facilities located thereon, subject to rules and

regulations established by the Association, including, but not limited to the right to place limitations on the number of guests.

Section 2. Delegation of Use. Any owner may delegate in accordance with the Association By-Laws, his rights of enjoyment in and to the Common Areas and facilities to the members of his family or his tenants who reside on the property.

Section 3. Lighting Districts. The Association may with two-thirds approval of all of its members vote to install and maintain street lighting.

Section 4. Catch Basins. Each owner shall be obligated to maintain any catch basin located within or which abuts its lot(s) in any easement area provided in part for installation of catch basins. The Second Amended Open Space Agreement executed concurrently with this Declaration incorporates the terms and conditions of the Association's and the respective Owner's duties, rights and obligations which concern the maintenance of catch basins.

ARTICLE III

Membership and Voting Rights

Section 1. Every owner 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.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds any such interest in any lot all such persons shall be members but only one vote shall be credited per lot. Ownership held by two or more persons as joint tenants or as tenants in common may be voted at a meeting of members by any of such persons, unless another joint tenant or tenant in common seeks to vote its/his/her membership in person or by proxy. In the latter event, a written agreement, if any, which governs the manner in which the shares shall be voted, controls if presented at the meeting. If no written agreement exists, the majority in interest of the joint tenants or tenants in common present shall control the manner of voting. If there is no such majority, fractional voting credit shall be allocated among such joint tenants or tenants in common in accordance with their ownership interest in the lot(s).

Class B. The Class B member(s) shall be the Declarant (Builder/Purchasers other than Declarant excluded) and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 1, 1984.

ARTICLE IV

Covenant For Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the property, hereby covenants and each owner of any lot within the

property by acceptance of a deed therefor or by execution of a land contract whether or not it shall be so expressed in such deed or in the land contract, that he is deemed to covenant and agrees to pay to the Association:

- (a) Annual assessments and/or charges, and
- (b) Special assessments for capital improvements, such as assessments to be established and collected in the following manner:

- (i) The annual assessments and/or charges and the special assessments, together with interest, costs of any action to enforce or collect including reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. In the event that a lot owner is delinquent in the payment of an assessment, the Association, acting through its Board of Directors may, if it elects, record a document which is in the nature of a "Statement of Lien" or "Affidavit of Interest" corroborating thereby the existence of the lien against the lot. The payment of each such assessment, together with interest, costs and reasonable collection and attorney's fees, shall be the personal obligation of the person(s) who was the owner of such property at the time when the assessment was levied or imposed, provided however, that in the case of a lot which has been sold on land contract by the Declarant to a Builder/Purchaser, the personal payment obligation for the assessments shall be that of the Builder/Purchaser for the period of assessment prior to a sale to a homeowner-member. The personal payment obligation for delinquent assessments shall not pass to any successors in title or land contract purchaser unless expressly assumed by them although such successor in interest will receive its interest subject to any lien(s) of record. The Association shall establish fiscal years for the periods covered by the assessments with payment to be collected on a prorata basis. If no such fiscal year is established, a calendar year basis shall be applied.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the property, for the improvement and maintenance of the Common Areas, for costs of cleaning, repairing and maintaining catch basins which may be levied only against the lot affected and for the administration of the business affairs of the Association.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner or until December 31, 1979 whichever is the earliest date the maximum annual assessment per lot shall be Seventy-Five Dollars (\$75.00).

- (a) From and after January 1, 1980, the maximum annual assessment may be increased each year by not more than five (5%) percent above the maximum assessment for the previous year by action of the Association's Board of Directors without a vote of the membership.

- (b) From and after January 1, 1980, the maximum annual assessment may be increased by more than five (5%) percent by a vote of two-thirds of each class of membership voting in person or by proxy, at a meeting duly called for this vote.

- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special

assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 And 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate Of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots (except where catch basin assessments are levied) and may be collected on a monthly basis, provided, however, that until a lot is occupied by a homeowner Class A member the annual assessment charge applicable to a lot owned by a Developer and/or Builder/Purchaser may be established by the Board of Directors at a reduced amount provided the same reduced assessment is applied to all non-homeowner Class A member owned lots.

Section 7. Date Of Commencement Of Annual Assessment: Due Dates. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. If the Board of Directors fails to timely effect any change in assessment, the previous year's assessment shall automatically apply to the ensuing year. Written notice of the annual assessment shall be sent to every owner subject thereto. Annual assessments shall be due prior to March 1 of each year, from all owners of record on January 1 of each year or thirty (30) days after notice of that year's assessment whichever is the later date. The Association shall, upon demand, and for a reasonable charge, furnish a letter signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid, which letter is binding upon the Association as of the date of its issuance.

Section 8. Effect Of Non-payment Of Assessments: Remedies Of The Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of seven (7%) percent per annum. The Association may bring an action at law against the owner personally obligated to pay the same and/or may foreclose the lien against the property by circuit court action in accordance with the statutes in such cases provided for the foreclosure of real estate mortgages. The Association may bid on the lot at a foreclosure sale. No owner may avoid liability for the assessments provided for herein by non-use of the Common Areas or by abandonment of a lot.

Section 9. Subordination Of The Lien To Mortgages. The lien of the assessment(s) provided for herein shall be subordinate to the lien of any first mortgage issued by an institutional lender for land development purposes, builders construction loans or a first end

mortgage loan. The sale or transfer of any lot shall not extinguish the assessment lien. However, the sale or transfer of any lot pursuant to a first mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer.

ARTICLE V

Architectural Control

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alternation therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

Building And Use Restrictions

Section 1. Residential Lots. All of the above lots shall be used for residential purposes, and for no other purpose what-soever.

Section 2. Nuisances. No noxious or offensive activity shall be carried on upon any of the lots in said subdivision nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 3. Side Yards, Rear Yards, Setbacks And Attached Garages. Two car garages shall be erected simultaneously with the house and all garages shall be attached to the house or connected thereto by a breezeway, and accordingly, for the purpose of complying with side yard and set back requirements, all attached garages shall be considered an integral part of the dwelling. Garages shall be erected and maintained only for the private use of the occupant of the dwelling.

Except as may otherwise be permitted by the appropriate officials of the Township of Avon, no building shall be located on any lot nearer than thirty (30) feet to the front line, nor nearer than seven (7) feet to any side lot line. In the case of a corner lot, the two (2) lot lines separating the lot from the streets immediately bordering the lot shall be deemed front lot lines for purposes of these set back requirements. Minimum distance between houses shall be fifteen (15) feet.

Section 4. Reciprocal Negative Easements. No mutual or reciprocal negative easement shall be deemed to arise or be created hereunder with respect to any lands situated without the boundaries of the Oxford Estates Subdivision(s).

Section 5. Floor Area Requirements. A one story building shall contain not less than 1,500 square feet of living area on the first floor. In the case of two story buildings, bi-levels, split levels, tri-levels and one and one-half story homes, the building shall contain not less than 1,800

square feet of living area for all floors combined other than the basement floor, and not less than 650 square feet of furnished area on the upper portion. Garages and open porches whether or not enclosed and heated, shall not be included in computing square foot areas.

Section 6. Building Material Requirements. In every dwelling type, one and two story alike, aside from the portion of the basement wall that remains exposed because of grade conditions, no unfinished cinder (without stucco, or similar material), concrete blocks, or poured concrete wall may be used in the exposed portion of external walls. The use of stone or brick is encouraged to be used on all houses constructed in the subdivision in an aesthetically pleasant manner. No asbestos siding may be used in the exterior walls of any dwelling or garage.

Section 7. Lot Size. In the event one or more lots or part of lots are developed as a unit, all restrictions herein contained shall apply to such resulting unit as to any single lot. In any event, no dwelling shall be erected, altered, placed or permitted to remain on any site having a width of less than 75 feet at the building line width and an area of less than 9375 square feet. The preceding lot width and area requirements shall apply to all lots covered by these restrictions unless a lot as originally platted is less than this prescribed width and area.

Section 8. Temporary Structures. No structure of a temporary character, trailer, tent, shack, bar or other outbuilding shall be placed or erected on any lot at any time either temporarily or permanently, except a structure to be used by builders for storage of materials during construction period.

Section 9. Signs. No sign of any kind shall be displayed to the public on any lot except one professional sign of not more than one square foot, or one sign of not more than five square feet advertising the property for sale or rent. Anything to the contrary notwithstanding this restriction shall not apply to signs used by a builder to advertise the property for sale or rent during the construction and sales period.

Section 10. Inoperative Vehicles. No inoperative vehicles or commercial vehicles, recreational vehicles, house trailers or mobile homes/motor homes, boats and boat trailers shall be permitted to be parked or stored on any lot in said subdivision unless such vehicles are parked or stored in a garage on said lot which conforms to the requirements pertaining to the construction of garages as set forth above.

Section 11. Fences. No property line fence, wall or screen of any kind shall be permitted to be erected, maintained or placed upon any lot unless required by a governmental agency having jurisdiction in the premises. Provided, however, that the Board of Directors may at any time prior to December 31, 1984, permit and/or require in its discretion by written and recorded instrument entitled "Addendum To Declaration Of Covenants, Conditions And Restrictions Of Oxford Estates Subdivision Nos. 1 and 2", the erection and/or maintenance of fences and/or hedges at and within the lot lines which abut Adams Road. Such fence(s) and/or hedge(s) as may be permitted or required shall be of uniform character and installed at the Homeowner's expense, or alternatively as to some of the affected lots at the expense of the Association if duly authorized by the Board of Directors of the Association and duly approved by the requisite number of Association members as a capital improvement under Article IV, Section 4 herein whether installed prior to, during or after construction of the home. Specifications of the fence and/or hedge shall be established and published by the Board of Directors. The fence and/or

hedge shall be esthetically pleasant, decorative and shall generally serve to screen the homes which abut Adams Road from clear view of traversing Adams Road Traffic.

Section 12. Swimming Pools. All swimming pools constructed shall be constructed to the rear of the house and according to all governmental and public authority regulations and laws. No above lot grade level swimming pool may be constructed on any lot. Any questions regarding the definition of what constitutes an above grade level swimming pool shall be decided and absolutely resolved by the Architectural Committee.

Section 13. Livestock And Poultry. No livestock, animals or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not bred, kept or maintained for any commercial purpose.

Section 14. Sight Distances. No fence, wall, hedge or shrub planting which obstructs sight line at elevations between two and one-half and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 15. Easements And The Maintenance Thereof. Except as may be otherwise provided herein, each owner shall maintain the surface areas of easements within his property to keep grass and weeds cut, to keep catch basins clear of debris, to keep the area free of trash and debris and to take such action as may be necessary to eliminate or minimize surface erosion. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

Section 16. Model Home And Sales Offices. Nothing herein contained shall be construed to prohibit the Declarant or its Builder/Purchasers or its sales agents from temporarily maintaining a real estate sales office in any model residence constructed on any lot within the subdivision(s).

Section 17. Variances, Deviations And Violations. Should a deviation or violation occur to the above building and use restrictions which also deviate from or violate the applicable zoning and building ordinances, which are ultimately permitted to stand uncorrected by order of the controlling governmental agency or court of competent jurisdiction by ruling or order permitting such variance, then and in such event, the subdivision association and/or any lot owner shall be bound by such ruling or order without recourse to anyone.

ARTICLE VII

General Provisions

Section 1. Enforcement. The Association shall have the right to enforce, by any proceeding at law or equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants, conditions or restrictions by court order shall not affect any other provisions hereof which shall remain in full force and effect.

Section 3. Amendment. The conditions, covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration while in effect may be amended by an instrument signed by not less than ninety (90%) percent of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners with the approval of the Township of Avon duly granted. However, any amendment of this Declaration necessary to effectuate the annexation of residential property and common area which annexation is approved by two-thirds (2/3) of each class of members and the Township of Avon pursuant to Section 4 of this Article VII, may be amended by two-thirds (2/3) of each class and the Township of Avon. The signed amendment, or a Certificate of Amendment signed by the President and Secretary of the Association reciting the amendment in full, must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the properties with the consent of two-thirds (2/3) of each class of members and the approval of Avon Township duly granted.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration; annexation of additional property, dedications of Common Areas, and amendment of the Declaration of Covenants, Conditions and Restrictions.

Section 6. Association By-Laws. The affairs of the Association shall be administered by persons so designated in the adopted By-Laws as amended from time to time.

Section 7. Subdivision Open Space Agreement. This Declaration, the Declarant, the Builder/Purchasers and all lot owners are also governed by and subject to the terms and conditions of an agreement entered into with the Township of Avon dated October 11, 1978 entitled "Subdivision Open Space Agreement" and recorded in Liber 7389, Pages 865 thru 874, Oakland County Records as amended by Agreement dated July 25, 1979 entitled First Amended Subdivision Open Space Agreement" recorded in Liber 7663, Pages 786 thru 790, Oakland County Records, as such Agreement(s) are amended by agreement entitled Second Amended Open Space Agreement concurrently executed with this Declaration.

Section 8. Pronouns. The pronouns and relative words herein used are written in the masculine and singular only. If more than one join in the execution hereof, or either be of the feminine sex or a corporation, such words shall be read as if written in plural, feminine or neuter, respectively.