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THIRD DECLARATION OF COVENANTS AND RESTRICTIONS
OF OAKWOOD MEADOWS SUBDIVISION

WHEREAS, the undersigned are owners of lots in Oakwood Meadows Subdivision being a part of the Southwest Quarter of Section 24, Town 1 North, Range 6 East, Green Oak Township, Livingston County, Michigan, as recorded in Liber 14 of Plats, Pages 24 and 25, Livingston County Records (the "Subdivision");

WHEREAS, Oakwood Meadows Subdivision No. 2 is a part of Section 24, Town 1 North, Range 6 East, Green Oak Township, Livingston County, Michigan, as recorded in Liber 17 of Plats, Pages 32-35, Livingston County Records ("Subdivision No. 2");

WHEREAS, Oakwood Meadows Homeowners Association, (the "Association") is a Michigan non-profit corporation organized for the purpose of providing services to and for the benefit of persons owning property within the Subdivision or Subdivision No. 2 (sometimes hereinafter collectively referred to as the "Subdivisions");

WHEREAS, the undersigned desire that owners of lots in the Subdivision shall mandatorily become members of the Association and that provision be made for the payment and collection of dues and assessments for the improvement and maintenance of common areas and real estate within the Subdivisions owned by the Association;

NOW, THEREFORE, the undersigned hereby covenant and agree, for themselves and for all others acquiring title to lots in Oakwood Meadows Subdivision through them, and for their heirs, representatives, successors and assigns, that the following covenants and restrictions shall be imposed upon the lots owned by the undersigned, and that these covenants shall attach to and run with the land:

1. Definition. The lots owned by the undersigned or their successors in interest, the lots within the Subdivision owned by any person who shall hereafter join in this Third Declaration by properly recorded instrument and all lots within Subdivision No. 2 shall be referred to herein as the "Subject Lots".

2. HOMEOWNERS ASSOCIATION.

a. All persons residing within the Subdivisions on Subject Lots and all persons owning any Subject Lot (s) within the Subdivisions, regardless of where such owners may reside, shall automatically and mandatorily be members of the Association existing for the benefit of its members. In the event that any Subject Lot is sold on land contract, the land contract vendee shall be deemed to be the owner thereof and shall be a member of the Association.

b. There shall be two classes of membership in the Association, to wit:

i. Active. Active memberships shall be limited to and shall include all persons owning one or more Subject Lot (s). Each active membership unit shall be entitled to cast one vote per lot owned for all purposes of the Association; provided, however, that only active membership units in good standing (i.e., units with respect to which Association dues or assessments are not in arrears) shall be entitled to vote as such.

ii. Associate. Associate memberships shall be limited to and shall include all persons residing on Subject Lot (s) but not owning any Subject Lot (s) within the Subdivisions and shall also include all active membership units with respect to which any Association dues or assessments are in arrears. Each person acquiring title to, or executing a land contract for the purchase of, any Subject Lot (s) shall automatically become an associate member until all Association dues and assessments in respect of said lot (s) shall be paid in full, whereupon such memberships shall become active. Any active membership unit which has become an associate unit by reason of the non-payment of Association dues or assessment shall be reinstated as a full active membership unit upon all such dues or assessments being fully paid and current.

3. DUES AND ASSESSMENTS.

a. Purpose. Dues and assessments shall be imposed in accordance with these Restrictions for the purposes of improving and maintaining common areas and real estate within the Subdivisions owned by the Association as well as roadways, pathways and entranceways to the Subdivisions for planting grass, ground covers, trees and shrubbery and for the care thereof; for collecting and disposing of garbage, ashes, trash, litter and rubbish; for employing night watchmen and guards or patrol services, for caring for vacant property; for removing grass or weeds; for constructing, purchasing, maintaining or operating any community service; for doing any other things necessary or advisable, in the opinion of the Board of Directors of the Association, for the general welfare of the members; and for expenses incident to the enforcement of these Restrictions, the restrictions contained in that Declaration of Restrictions and Easements of Oakwood Meadows Subdivision recorded in Liber 577, Pages 98 and following, Livingston County Records, or the restrictions contained in that Declaration of Restrictions and Easements of Oakwood Meadows Subdivision No. 2 recorded at Liber 695, Pages 516 and following, Livingston County Records.

b. Dues. The initial dues for each new active membership unit in the Association, as defined in the Bylaws thereof, shall be \$35.00.

The annual dues for each member shall be determined by a majority vote of the active membership units at each annual meeting but shall, in any event, be not less than \$25.00 per active membership unit. All initial dues for Subject Lots within Subdivision No. 2 shall become payable forthwith upon the acquisition of title to any Subject Lot (s) within the aforesaid Subdivision No. 2 by any person, natural or coporate. All initial dues for Subject Lots within the Subdivision shall become payable upon recording of this or any other instrument by which any owner of any lot(s) within the Subdivision joins in this Second Declaration. Initial dues shall be pro-rated to the end of the fiscal year in which the same shall become due. All annual dues shall be due and payable on the first day of each fiscal year of the Association. All dues shall be deemed to be in arrears if not paid in full within sixty (60) days after becoming due.

c. Assessments. By vote of two-thirds (2/3) of a quorum at any meeting of the membership of the Association assessments may be levied against or be imposed upon the active membership units for any valid purposes of the Association. All assessments shall be deemed to be in arrears if not paid, according to the terms of each such assessment, within sixty (60) days after the date (s) due.

d. Remedies. In the event that any dues or special assessment become in arrears, the Board of Directors of the Association may, at its option and in its discretion, enforce the payment thereof by a personal action against the owner (s) of each Subject Lot involved or by an action in rem, in the nature of a lien, against each such lot by recording an appropriate Notice and Statement of Lien with the Livingston County Register of Deeds within one (1) year after such dues or assessment become in arrears, which lien shall remain valid and enforceable for a period of ten (10) years after the date of recordation thereof. The Association shall notify the owners of each membership unit, with respect to which any arrearage exists, in writing of the amount and due date (s) thereof, and any such arrearage, not paid by any owner of any lot shall continue as a charge against the real estate and shall be enforceable against and collectible from all subsequent owners thereof.

This Third Declaration of Covenants and Restrictions of Oakwood Subdivision No. 1 shall become effective upon recording of this instrument in the office of the Register of Deeds for Livingston County, Michigan.

IN WITNESS WHEREOF, the undersigned have executed this Third Declaration of Covenants and Restrictions of Oakwood Meadows Subdivision No. 1 this 28th day of January, 1991.

WITNESS:

Ronald K. Shanks
Ronald K. Shanks

Rose L. Heiler
Rose L. Heiler

Robert E. Rhodes
Robert E. Rhodes, a married man
13401 Ten Mile Lot # 3
South Lyon, MI 48178 OAKWOOD MEADOWS

Anne L. Rhodes
Anne L. Rhodes, a married woman
13401 Ten Mile Lot # 3
South Lyon, MI 48178 OAKWOOD MEADOWS

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State of Michigan) ss
County of Livingston)

On this 28th day of January, 1991, before me, a Notary Public in and for said county, personally appeared, Robert E. Rhodes and Anne L. Rhodes, to me known to be the persons subscribed in and who executed the foregoing instrument and respectively acknowledged the execution thereof to be their free act and deed.

Eveline M. Shanks
Notary Public
State of Michigan
County of Livingston
My Commission Expires: 2-6-94

Drafted By:

KENNETH SKRONEN P.E.
9330 E. GRAND RIVER
BRIGHTON, MICHIGAN
229-8300

EVALENE M. SHANKS
Notary Public, Livingston County, MI
My Commission Expires Feb. 6, 1994
Acting in LIVINGSTON COUNTY

LIB:1456 PNC 012