

Covenants

SECOND AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR WILLOWBROOK FARM SUBDIVISION, WILLOWBROOK FARM SUBDIVISION NO. 2 AND WILLOWBROOK FARM SUBDIVISION NO. 3

WHEREAS, SINGH OF WILLOWBROOK LIMITED PARTNERSHIP, a Michigan limited partnership, whose address is 7125 Orchard Lake Road, Suite 200, West Bloomfield, Michigan 48322 (i§Singh of Willowbrook;"), is the developer of a certain subdivision of land located in Novi, Oakland County, Michigan, as described in Exhibit i§A; attached hereto, known as Willowbrook Farm Subdivision, a Subdivision created pursuant to the plat thereof as recorded in Liber 254, Pages 1 through 5, Oakland County Records ("Willowbrook Farm No. 1;");

WHEREAS, the Singh of Willowbrook has recorded a Declaration of Easements, Covenants and Restrictions recorded May 19, 1997 in Liber 17221, Pages 8 through 62, Oakland County Records;

WHEREAS, SINGH OF WILLOWBROOK II, LLC, a Michigan limited liability company, whose address is 7125 Orchard Lake Road, Suite 200, West Bloomfield, Michigan 48322 (i§Singh of Willowbrook II;"), is the developer of a certain subdivision of land located in Novi, Oakland County, Michigan, as described in Exhibit i§B; attached hereto, known as Willowbrook Farm Subdivision No. 2, a Subdivision created pursuant to the plat thereof as recorded in Liber 274, Pages 3 through 11, Oakland County Records ("Willowbrook Farm No. 2;");

WHEREAS, the Singh of Willowbrook II has recorded a First Amended and Restated Declaration of Easements and Restrictions recorded May 4, 2000 in Liber 21356, Pages 466 through 515, Oakland County Records;

WHEREAS, SINGH OF WILLOWBROOK III, L.L.C., a Michigan Limited Liability Company (the i§Declarant;") is the owner of fee simple title to certain lands adjacent to Willowbrook Farm No. 1 and Willowbrook Farm No. 2; which lands are described as Exhibit i§C; attached hereto, and the Declarant desires to create a subdivision of land to be known as Willowbrook Farm Subdivision No. 3 ("Willowbrook Farm No. 3;"). (Willowbrook Farm No. 1, Willowbrook Farm No. 2 and Willowbrook Farm No. 3" are herein referred to collectively as the "Subdivisions");

WHEREAS, the Declarant has reserved the power under the Declaration to amend the Declaration to subject additional subdivisions of land to the easements, covenants, restrictions, charges and liens set forth herein;

WHEREAS, the Declarant desires to amend and restate the Declaration to provide for the preservation and enhancement of the property values and amenities in the Subdivisions and for the maintenance of certain common areas (the "Common Areas"), as defined below, in the Subdivisions and to subject the Subdivisions and the Common Areas situated in them to the easements, covenants, restrictions, charges and liens set forth herein, each and all for the benefit of the Subdivisions and each Owner therein; and

WHEREAS, the Declarant has deemed it desirable for the efficient preservation of the values and amenities in the Subdivisions to create a legal entity to own, maintain and administer the Common Areas; to collect and disburse the assessments and charges hereinafter created; and to promote the recreation, health, safety, welfare, common benefit and enjoyment of the Owners;

WHEREAS, the Declarant may, at some future time, plat additional subdivisions of land adjacent to the Subdivisions and subject the land so platted to the easements, covenants, restrictions and liens set forth herein;

NOW, THEREFORE, in consideration of the mutual benefits derived by the Declarant, its successors and assigns for all Owners of Lots in Willowbrook Farm No. 1 and Willowbrook Farm No. 2 and all intending purchasers and future Owners of the various Lots comprising the Subdivisions, the Declarant, for itself, its successors and assigns, does hereby publish, declare and make known to all present Owners and intending purchasers and future Owners of the Lots comprising the Subdivisions, that the same will and shall be used, owned, held and/or sold expressly subject to the following conditions, easements, covenants, restrictions and agreements which shall be incorporated by reference in all deeds of conveyance and contracts for the sale of said Lots and shall run with the land and be binding upon all grantees of individual Lots in the Subdivision and on their respective heirs, personal representatives, successors and assigns.

ARTICLE I

DEFINITIONS

Section 1. Definitions.

The words and phrases below are defined as follows:

- a. "Assessment Period" shall mean a twelve (12) month period of operation of the Association for which an assessment is collected.
- b. "Association" shall mean and refer to the Willowbrook Farm Homeowners Association, a Michigan nonprofit corporation, its successors and assigns;
- c. "Builder" shall mean and refer to any person or entity who acquires a Lot for the purpose of engaging in and does engage in the business of constructing residential buildings for the purpose of resale and not for his own use;
- d. "Bylaws" shall mean and refer to the bylaws of the Association;
- e. "Common Areas" shall mean those areas of land within the Subdivision (including the improvements made in those areas) now or hereafter owned by the Association for the common use and enjoyment of the Owners; the Common Areas shall also mean those areas of the Land located within the public right-of-way but which are to be maintained by the Association pursuant to the terms of this Declaration;

- f. "Declarant" shall mean and refer to Singh of Willowbrook III, L.L.C., a Michigan limited liability company, and their successors and assigns;
- g. "Declaration" shall mean and refer to this Declaration of Easements, Covenants and Restrictions and any amendments as recorded in the office of the Oakland County Register of Deeds, State of Michigan;
- h. "Land" shall mean the land described on Exhibits "A", §Bj and §Ci;
- i. "Lot" shall mean and refer to any numbered lot shown on the recorded plats of the Subdivisions;
- j. "Member" shall mean and refer to those persons entitled to membership in the Association, as provided in this Declaration;
- k. "Municipality" shall mean the City of Novi, a Michigan municipal corporation and its successors, assigns and transferees.
- l. "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 Subdivisions. When more than one person or entity has an interest in the fee simple title to a Lot, the collective interest of all such persons or entities shall be considered to be that of a single Owner. If any Lot is sold on a land contract, the land contract purchaser shall be considered the Owner. Those persons having any interest in a Lot merely as security for the performance of an obligation are not considered to be Owners;
- m. "Plat" shall mean and refer to the plat of the Subdivisions, recorded or to be recorded in the office of the Oakland County Register of Deeds;
- n. "Subdivisions" shall mean and refer to Lots 1 through 31 inclusive, of the Willowbrook Farm Subdivision; Lots 32 through 86 inclusive of the Willowbrook Farm Subdivision No. 2; and Lots 87 through 137 inclusive of the proposed Willowbrook Farm Subdivision No. 3; and
- o. "Subsequent Phase" shall mean any and all subsequent phases of the Subdivisions, including adjacent subdivisions, which may, in the sole discretion of the Declarant, be created by the recording of plats.
- p. §Wetlandsj shall mean those portions of the Subdivision which are designated as such in the recorded plat(s) of the Subdivision and/or are subject to the City's Wetlands and Watercourse Protection Ordinance or those Wetland areas which may fall under the jurisdiction of any other governmental unit or agency;
- q. §Woodlandsj shall mean those portions of the Subdivision which are designated as such in the recorded plat(s) of the Subdivision and/or which are designated as such on the City's official woodlands map and which are subject to the City's Woodland Protection Ordinance then in effect. All trees, shrubs and ground cover contained within the protected woodland areas, are subject to the City's Woodlands Protection Ordinance.

ARTICLE II

ASSOCIATION OF OWNERS

Section 1. Establishment of Association.

The Declarant has established an association of Owners known as the Willowbrook Farm Homeowners Association. The Association shall be organized as a nonprofit corporation for a perpetual term under the laws of the State of Michigan and shall have such powers as are enumerated in this Declaration as well as those set forth in the Articles of Incorporation and Bylaws of the Association.

Section 2. Membership and Voting Rights.

Section 2.1 Membership. Every Owner shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of a Lot.

Section 2.2 Board of Directors. The Board of Directors of the Association shall be comprised of at least three (3) and no more than five (5) persons, as set forth in the Bylaws of the Association as they may be amended from time to time. Initially, the Directors shall be appointed by the Declarant. The Directors may be employees, officers, agents or equity owners of the Declarant and need not be Owners or Builders. The Declarant shall continue to appoint all members of the Board of Directors until the first annual meeting (the "First Annual Meeting") of the Association, which shall occur on a day chosen by the Declarant which shall be no later than six (6) months after the date upon which ninety-five percent (95%) of the Lots are owned by persons other than the Declarant or Builders. At the First Annual Meeting and at each Annual Meeting of the Association thereafter, the Members shall elect all of the Directors following the procedures described in the Bylaws.

Section 2.3 Officers. The Board of Directors shall elect the officers of the Association as provided in the Bylaws.

Section 2.4 Voting Rights; Designated Representative. Each Owner shall be entitled to one vote for each Lot owned. When more than one person or entity owns an interest in a Lot, all such persons shall collectively be Members and the vote for such Lot shall be exercised by the designated representative of the Owners as they shall determine. The name of the designated representative shall be provided to the Association in writing at least ten (10) days prior to any meeting at which said designee intends to vote. If notice of a designated representative is not properly given, the vote related to a Lot will be suspended in the event more than one person seeks to exercise said vote.

Section 2.5 Adoption of Bylaws. The Association shall adopt Bylaws for the purposes of providing for the election of officers and directors, the conduct of meetings and the governance of the association, which shall comply with all requirements of the Michigan Nonprofit Corporations Act.

Section 3. Association Assessments.

Section 3.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot, by acceptance of a deed or execution of a land contract for a Lot, whether or not it shall be so expressed in such deed or land contract, is deemed to covenant and agree to pay to the Association: (a) annual general assessments and (b) special assessments (collectively "Assessments") in accordance with the provisions of this Declaration. Such Assessments shall be established and collected as hereinafter provided. The general and special Assessments, together with (a) interest thereon at the highest rate permitted by law, and (b) collection costs, including reasonable attorney's fees, shall be a charge on the Lot. A lien to the benefit of the Association in the amount of such Assessment shall be imposed on the Lot on the date the Association declares an Assessment to be due and payable (the "Assessment Date"). Each such Assessment, together with interest thereon at the highest rate permitted by law, and collection costs, including reasonable attorney's

fees, shall also be the personal obligation of all persons who were the Owners of such lot on the Assessment Date. Notwithstanding the foregoing, the Declarant shall only be obligated to pay Assessments as provided in Section 3.3 of this Article.

Section 3.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, welfare, common benefit and enjoyment of the Owners in the Subdivision, and in particular for: (a) the maintenance and improvement of the Common Areas now or hereafter owned by the Association; (b) the payment of real estate taxes and special assessments relating to the Common Areas and improvements made on the Common Areas and other property under the control of the Association, including any subdivision entrances; (c) the planting and maintenance of tree, shrubs, grass, and other landscaping; (d) the maintenance of median islands dedicated to the public; (e) the maintenance of the landscaped areas abutting Ten Mile Road and Meadowbrook Road; (f) the acquisition of Common Areas; (g) the construction, operation, maintenance, repair, and replacement of recreational facilities; (h) caring for vacant Lots; (i) maintenance of drainage facilities which service the Subdivision, whether inside or outside of the subdivision boundaries; (j) providing community services; (k) obtaining insurance for the protection of the Owners and Association Directors and Officers; (l) maintenance, illumination, irrigation, repair, and replacement of the entryway sign, monument wall and landscaping; (m) maintenance and replacement of street signs not maintained or replaced by the Municipality; and (n) establishing and maintaining appropriate reserves for those purposes.

Section 3.3 Establishing Assessments; Uniformity. Both the general and special Assessments shall be established by the Board of Directors at a uniform rate for all Lots. Such Assessments shall be established by the Board of Directors at a regular or special meeting of the Board called for the purpose (among others) of establishing Assessments. Notwithstanding anything to the contrary contained herein or elsewhere in this Declaration, no Assessment shall be levied against a Lot owned by the Declarant.

Section 3.4 Maximum Annual Assessment. Annual Assessments shall not exceed the following amounts.

a. Effective January 1, 2002, the maximum annual Assessment was established and is reaffirmed at Three Hundred Dollars (\$300.00) per Lot, in order to cover actual annual operating expenses;

b. From and after January 1 of the year immediately following the first conveyance of a Lot to an Owner, the maximum annual Assessment may be increased each year without a vote of the Members by an amount as determined by the Board of Directors which is required to cover approved annual operating budgets for the following Assessment Period.

Section 3.5 First Assessments. Upon purchasing any Lot from the Declarant, an Owner shall be liable for the Assessment for the year in which the Lot is purchased, which shall be pro-rated to the date of closing and payable upon closing. Such Owner shall also be liable for a one time Assessment of Three Hundred Dollars (\$300.00), which shall be used for working capital (the "First Assessment"). The First Assessment shall be payable by the Owner to the Association upon the closing of the purchase of the Lot by the Owner.

Section 3.6 Special Assessments. In addition to the annual Assessments and First Assessment authorized above, the Association may levy against each Owner, in any Assessment Period, a special Assessment, applicable to that Assessment Period only, for the purpose of defraying, in whole or in part, (a) the cost of any acquisition of land or easements to be added to the Common Areas, and (b) the cost of construction, reconstruction, repair or replacement of any improvement upon the Common Areas and any other areas under the control of the Association, including the Subdivision entryway and median island. A majority of the Members or proxies entitled to cast votes at a meeting duly called for that purpose must approve a special Assessment before it is imposed.

Section 3.7 Notice and Quorum for Actions Authorized Under Sections 3.4 and 3.6. Written notice shall be sent to all Members not less than fifteen (15) days and nor more than thirty (30) days in advance of any meeting called for the purpose of taking any action authorized under Sections 3.4 or 3.6 of this Article. At the first such meeting called, the presence of Members, in person or by proxy, entitled to cast fifty percent (50%) of the votes 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 subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 3.8 Association Budget. The Board of Directors, not later than thirty (30) days prior to the beginning of an Assessment Period (for example, prior to December 1 of an Assessment Period from January 1 to December 31 of the following year), shall adopt a budget

for the operations of the Association during for the following Assessment Period. The budget will be mailed to each Owner with the written notice of the annual Assessment.

Section 3.9 Notice of Annual Assessments and Due Date. 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 and determine whether the annual Assessment will be payable on a monthly, quarterly, semi-annual or annual basis. Written notice of the annual Assessment shall be sent to every Owner. The due dates shall be established by the Board of Directors. The Association, shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 3.10 Effect of Nonpayment 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 highest rate permitted by law. The Association may bring a civil action against the Owners personally obligated to pay the same and/or to foreclose the lien against the Lot. No Owner may waive or otherwise avoid liability for the Assessments by non-use of the Common Areas or abandonment of his Lot.

Section 3.11 Exempt Property. All Common Areas, all out lots, and all property exempt from taxation by state or local governments or dedicated for public use, shall be exempt from the Assessment, charge and lien created pursuant to this Declaration.

Section 3.12 Subordination of the Lien to First Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage and to any other contractual lien as to Lots owned by the Declarant. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage

foreclosure shall extinguish the lien but not the obligation for payment of such Assessments as to payments which became due prior to such sale or transfer.

Section 3.13 Right of Municipality to Assess. If the Association fails to levy and collect an Assessment for maintenance of the Common Areas or any of the median islands or landscaped berm, or fails to maintain such Common Areas, median islands or landscaped berm and it becomes necessary for the Municipality to incur expenses related to maintenance of such Common Areas, median islands or landscaped berm, the Municipality shall have the right to be subrogated to the powers of the Association to levy and collect Assessments and to enforce liens for the collection of such Assessments.

ARTICLE III COMMON AREAS

Section 1. Creation and Modification of Common Area Rights and Easements.

Section 1.1 Dedication of Common Areas. The Declarant dedicates and conveys to each Owner a right and easement of enjoyment in and to the Common Areas and covenants that within five (5) years after the date the Plat has been recorded, it will convey the Common Areas to the Association free and clear of all liens and encumbrances except as set

forth herein. Title to the Common Areas shall vest in the Association subject to the rights and easements of enjoyment in and to such Common Areas by the Owners described in Section 1.2.1 below. The Declarant reserves the right to create additional Common Areas by the dedication to the Association of out lots or other real property located in the Subdivision or in contiguous subdivisions.

Section 1.2 Owners' Easement of Use and Enjoyment.

Section 1.2.1 Grant of Easements. The Declarant grants to each Owner, and his respective successors and assigns, appurtenant, non-exclusive and perpetual easements for pedestrian ingress and egress over, and the use and enjoyment of, the Common Areas, subject to the limitations set forth in section 1.2.2 below. The easement of use and enjoyment shall not be personal, but shall be considered to be appurtenant to the Lots and shall pass with the title to the Lots whether or not specifically set forth in the deeds of conveyance of the Lots.

Section 1.2.2 Limitations of Easements. The rights and easements of each Owner in and to the Common Areas shall be subject to the following prior rights of the Association, in addition to other limitations set forth in this Declaration.

- a. The right of the Association to levy and collect Assessments, as set forth in Article II above;
- b. The right of the Association to suspend the right of an Owner to vote and to use the Common Areas during any period in which any Assessment against his/her Lot remains unpaid.
- c. The right of the Association to adopt rules and regulations governing the use of the Common Areas by the Owners and their tenants, guests, invitees and the guests and invitees of their tenants.
- d. The right of the Association to suspend the right of an Owner to use the Common Areas for any infraction by an Owner of the Association's published rules and regulations for the duration of the infraction and for an additional period thereafter not to exceed sixty (60) days.;
- e. The right of the Association to grant easements over, under or across any part of the Common Areas or to dedicate, grant or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. Any dedication, grant or transfer shall be effective only if an instrument agreeing to such dedication, grant or transfer is signed by fifty-one percent (51%) of the Members and the Declarant, if the Declarant has an ownership interest in any Lot at the time of the grant.

Section 1.2.3 Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment and use of the Common Areas to the members of his family, his invitees, his tenants or purchasers who reside on his Lot, subject to the terms and conditions of this Declaration, the Bylaws and any rules and regulations promulgated pursuant to either of them.

Section 1.3 Declarant's Right to Dedicate or Transfer Property. The Declarant reserves the right to dedicate or transfer:

- a. All or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be required by law or in the best interest of the Subdivision as determined by the Declarant.
- b. The Declarant reserves the right to grant an easement to use and enjoy the Common Areas to the Owners of any Lot in any Subsequent Phase, if any.

Section 1.4. Other Easements

Section 1.4.1 Utility Easements. The Declarant hereby dedicates and reserves the following easements:

- a. Easements for the installation, maintenance, repair, replacement, modification and/or removal of utilities, underground television cable, sanitary and storm sewer lines, water mains, drainage lines, surface drainage swales and any other improvements which would serve the Subdivision, as shown on the Plat, in, on, under and over strips of land in width as designated on the Plat.
- b. Private easements for public utilities are granted and reserved as shown on the Plat. No buildings or structures may be constructed or maintained over or on any easements, provided, however, that after the aforementioned utilities have been installed, planting, fencing (where permitted), or other lot line improvements shall be allowed, so long as they do not violate the provisions of this Declaration or any separate easement agreement and do not interfere with, obstruct, hinder or impair the drainage plan of the Subdivision and so long as access be granted, without charge or liability for damages, for the installation, maintenance, repair, replacement, modification and/or removal of the utilities, drainage lines and/or additional facilities.

Section 1.4.2 Entryway Easement. Declarant dedicates and reserves for the benefit of the Declarant, the Association, and each Owner an easement for the installation, construction, maintenance, repair, and replacement of landscaping and monument walls at the entrance of the Subdivisions, (1) in, over, and on Willow Park, in the areas adjacent to Ten Mile Road, designated on the Plat; (2) in, over, and on the median island in Bethany Way, at that entrance to the Subdivision from Ten Mile Road; (3) in, over, and on Lots 55 and 56, in the areas adjacent to Meadowbrook Road, designated on the Plat; (4) in, over, and on the median island in Scarborough Lane, at that entrance to the Subdivision from Meadowbrook Road and; (5) in, over, and on Lots 103 and 104, in the areas adjacent to Meadowbrook Road, designated on the Plat. In addition, in, over and on Lots 105, 106, 107, 108 and Bloomfield Park North, in areas adjacent to Meadowbrook Road, and along the southerly portion of Lot 103 and the northerly portion of Lot 104, as more fully described in Exhibit "A" attached hereto (collectively the "Entryway Easement").

It shall be the responsibility of the Association to maintain, repair, and replace the landscaped areas, monument walls, and median island located within this easement area. The Declarant shall construct the median island and monument walls and install lighting, landscaping, and irrigation at the entrance and on the median island. The Declarant shall install a separate electrical meter for the electricity used to light the monument walls and Subdivision signs described in Section 1.4.3 below and separate water meters for the water used for irrigation of the landscaped areas and median island. The Association shall bear the cost of electricity and water used for such purposes and shall be billed for the consumption registered on such meters.

Section 1.4.3 Subdivision Sign Easement. Declarant dedicates and reserves an easement for the benefit of the Declarant, the Association, and each Owner for the construction, maintenance, repair, replacement, and illumination of signs in Willowbrook Park at the entryway along Ten Mile Road; in the median island of Scarborough Lane at the entryway along Meadowbrook Road and; in the Monument and Signage easement on Lots 103 and 104 at the entryway along Meadowbrook Road. The signs or any replacement signs shall bear the name "Willowbrook Farm, A Singh Development" in prominent letters. The Declarant shall install the signs and the lighting system and electric meter for the illumination of the signs. It shall be the responsibility of the Association to maintain, repair, replace, and illuminate the signs. If the Association fails to maintain, repair, replace or illuminate the signs, the Declarant shall have the right, but not the obligation, at its own expense, to maintain, repair, replace or illuminate the signs. If the signs are replaced, any replacement sign shall state: "Willowbrook Farm, A Singh Development" in prominent letters. If a replacement sign does not include the phrase "A Singh Development" in

prominent letters, the Declarant shall have the right, but not the obligation, to replace any replacement sign with a sign that includes a phrase "A Singh Development" in prominent letters.

Section 1.4.4 Greenbelt Easement. Declarant dedicates and reserves an easement for the benefit of the Declarant, the Association, and each Owner for the construction, installation, landscaping, improvement, maintenance, repair, and replacement of landscaped berms located in Willow Park and Willow View Park West; in the median island of Bethany Way at the Ten Mile Road entrance; along the west sides of Lots 55 and 56 in easements so designated on the plats; in Scarborough Park West, Scarborough Park and Scarborough Park East and Bloomfield Park; in the median island of Scarborough Lane at the Meadowbrook Road entrance; in Bloomfield Park North; and along the west sides of Lots 103, 104, 105, 106, 107 and 108 in easements so designated on the plats (referred to as the "Greenbelt Easement"). No berms will be allowed to be constructed within the protected woodland areas of Bloomfield Park and Scarborough Park. The Declarant shall construct the berms and install sod and trees and shrubs within the Greenbelt Easement area. The Declarant shall also install an irrigation (sprinkler) system to irrigate the landscaped areas located within the Greenbelt Easement. The Declarant may also sod or seed and install an irrigation (sprinkler) system within the landscaped area of the public right-of-ways adjacent to the Greenbelt Easement area of the Subdivisions including the area between the shoulder of Ten Mile Road and the southern boundary line of Willow Park and; the area between the shoulder of Meadowbrook Road and the western boundary line of Lots 55 and 56, the area between the shoulder of Meadowbrook Road and Bloomfield Park and Scarborough Park West; and the area between the shoulder of Meadowbrook Road and the western boundary line of Lots 103, 104, 105, 106, 107 and 108 (the "Roadway Greenbelt"). The Association shall maintain, repair, and replace the landscaping, sod, seed, shrubs, trees, and irrigation (sprinkler) system installed by the Declarant in the Greenbelt Easement areas and the Roadway Greenbelt area. No Owner may remove or disturb any portion of the berms or the landscaping or irrigation (sprinkler) system within the Greenbelt Easement area or the Roadway Greenbelt area without the prior approval of the Declarant or, after the Declarant no longer owns any Lot in the Subdivision, the Association.

Section 1.4.5 Breakaway Gate and Permanent Landscape Berm Easement. The Declarant dedicates and reserves an easement for the benefit of the Declarant, the Association, and each Owner for the installation of a breakaway gate, as approved by the City of Novi, at the eastern most end of Brenda Lane, which is to prevent vehicular traffic from ingress or egress to and from the Subdivision at that point. Use of this entry point to the Subdivision shall be restricted to emergency vehicles only. Upon the connection to the Subdivision at either Bethany Way (at the north end of the Subdivision), or Camborne Lane (at the east end of the Subdivision), the temporary breakaway gate shall be removed and a permanent landscaped berm shall be installed, in accordance with the approved Landscape Plan by the City of Novi. A permanent landscape berm shall also be installed at the southern most end of LeBost Drive, in accordance with the approved Landscape Plan by the City of Novi. The Association shall maintain, repair and/or replace the breakaway gate and, subsequently, the permanent landscaped berm installed by the Declarant in the Breakaway Gate and Permanent Landscape Berm Easement. No Owner may remove or disturb either the breakaway gate or the landscaped berm within the Breakaway Gate and Permanent Landscape Berm Easement area without the prior approval of the Declarant or, after the Declarant no longer owns any lot in the Subdivision, the Association.

Section 1.4.6. Woodland and Wetland Conservation Easements.

The subdivisions contain woodland and wetland areas worthy of preservation in their natural and undeveloped condition, which Declarant has caused to be preserved, permanently in their natural and undeveloped condition by means of a Conservation Easement over Scarborough Park, Bishop Creek and Bloomfield Park, as shown on the Willowbrook Farm Subdivision No. 2 Final Plat and Bloomfield Park North, as shown on the Willowbrook Farm Subdivision No. 3 Final Plat. The alteration of topography, the placement of fill material, the dredging, removal or excavation of any soils or materials, the drainage of surface water, the construction or placement of any structure, plowing, tilling, or cultivating, and the alteration or removal of vegetation shall be prohibited except that Declarant may construct any improvements as shown on the plans, specifications, and permits approved or issued and as amended, by governmental agencies having jurisdiction over the conservation easements. Except as provided in this section, The Woodland and Wetland Conservation areas may not be disturbed without a permit from any governmental agencies with proper jurisdiction. Nothing contained herein shall be interpreted as providing public access to the private easement areas. The conservation easements created herein shall run with the land in perpetuity unless modified or terminated by written agreement with the City of Novi. Declarant, at its sole expense, shall also install signs depicting the conservation easement areas. The conservation easements created herein may be enforced by

either an action in law or equity and shall be enforceable by the City of Novi against the owners of the easement premises and any other person despite a lack of privacy of estate or contract.

Section 1.4.7 Right to Transfer Easements to the Association. The Declarant reserves the right to transfer all of the Declarant's right, title, and interest, and benefits and burdens in the easements described in this Section 1.4 to the Association.

Section 1.5 Alteration of Common Areas and Easements. The Declarant reserves the right, without the consent of the Association or any of its Members, to increase or reduce the size of the Common Areas or to grant easements through any of the Common Areas for the purposes of allowing the installation, construction, repair, enlargement, modification or removal of any utility lines, television cable, drainage facilities or any other improvements which would serve the Subdivision or any Subsequent Phase.

Section 2. Maintenance of Common Areas and Easements.

Section 2.1 General Maintenance Obligations The Declarant, prior to the transfer of control of the Common Areas to the Association, and the Association thereafter, shall have the authority and responsibility, at its expense to operate, maintain, repair, manage, and improve the common areas on the property. The Declarant and/or Association shall have the responsibility to preserve and maintain all storm water detention and retention facilities, all private parks, and any and all pedestrian pathways or walkways which are located adjacent to Common Areas within the Subdivisions, to ensure that the same continue to function as intended. The Declarant and/or Association shall also have the responsibility to preserve and maintain all open space, including, but not limited to landscaped areas, green belt areas and/or wetland and woodland areas within the common areas. The Declarant and/or Association shall establish a regular and systematic program of maintenance for the common areas to ensure that the physical condition and intended function of such areas and facilities shall be perpetually preserved and/or maintained.

Section 2.2 City Enforcement of Maintenance Obligations In the event that the Declarant and/or Association shall at any time fail to carry out the responsibilities specified in Section 2.1 above, and/or in the event of a failure to preserve and/or maintain such areas or facilities in reasonable order and condition, the City may serve written notice upon the Declarant and/or Association setting forth the deficiencies in maintenance and/or preservation. Notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place of the hearing before the City Council, or such other Council, body or official delegated by the City Council, for the purpose of allowing the Declarant and/or Association to be heard as to why the City should not proceed with the maintenance and/or preservation which has not been undertaken. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the City Council, or other body or official, designated to conduct the hearing, shall determine that maintenance and/or preservation have not been undertaken within the time specified in the notice, the City shall thereupon have the power and authority, but not obligation, to enter upon the property, or cause its agents or contractors to enter upon the property and perform such maintenance and/or preservation as reasonably found by the City to be appropriate. The cost and expense of making and financing such maintenance and/or preservation, including the cost of notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the amount of 25% of the total of all costs and expenses incurred, shall be paid by the Declarant and/or Association, and such amount shall constitute a lien on an equal pro rata basis as to all of the residential lots on the property. The City may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 30 days of a billing to the Declarant or Association, all unpaid amounts may be placed on the delinquent tax roll of the City, pro rata, as to each lot, and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such

costs and expenses may be collected by suit initiated against the Declarant or Association, and, in such event, the Declarant and/or Association shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

Section 2.3 Maintenance of Non-Road Improvements in the Right-of-Way. The Association shall maintain, repair, and replace, as necessary, all improvements on the islands located in the right-of-ways within the Subdivision, including but not limited to, all landscaping, light poles, lighting systems, and irrigation (sprinkler) systems. The Association shall also bear the cost of lighting and irrigating the islands.

Section 2.4 Maintenance of Entryway Easement. The Association shall maintain, repair, and replace, as necessary, the monument walls, signs, landscaping, irrigation (sprinkler) system, lighting system, and other improvements constructed or installed by the Declarant in the Entryway Easement areas. The Association shall bear the cost of irrigating the Entryway Easement areas and the cost of lighting the monument walls.

Section 2.5 Maintenance of Greenbelt Easement. The Association shall maintain, repair, and replace, as necessary, all landscaping and irrigation (sprinkler) systems installed by the Declarant within the Greenbelt Easement. The Association shall bear the cost of irrigating the Greenbelt Easement areas.

Section 2.6 Maintenance of Breakaway Gate and Permanent Landscaped Berm Easement. The Association shall maintain, repair, and replace, as necessary, the breakaway gate and all landscaping and irrigation (sprinkler) systems installed by the Declarant within the Breakaway Gate and Permanent Landscaped Berm Easement. The Association shall bear the cost of irrigating the Permanent Landscaped Berm Easement areas.

Section 2.7 Maintenance of Sign Easement. The Association shall maintain, repair, and replace, as necessary, the signs constructed by the Declarant in the Sign Easement Area. The Association shall also bear the cost of lighting the signs.

Section 2.8 Maintenance of Common Area. The Association shall maintain and improve, as necessary, the Common Areas in a safe and sanitary condition.

Section 3. Restrictions on Use of Common Areas.

Section 3.1 Litter and Pollution. No Owner shall dump or allow to accumulate trash, refuse, or rubbish of any kind on the Common Areas, Entryway Easement areas or Greenbelt Easement areas. No Owner shall dump or otherwise dispose of chemicals, motor oil, paint, gasoline or petroleum distillates in, over or within the Common Areas or any other location within the Subdivision or the sanitary or storm sewer drains serving the Subdivision.

Section 3.2 Failure to Pay Assessment. The Association may prohibit an Owner from the use and enjoyment of the Common Areas if the Owner does not pay the Assessments described in Article II.

Section 3.3 Published Rules. The Declarant reserves the right to publish from time to time reasonable rules and regulations consistent herewith governing the use of the Common Areas, as well as other matters relating thereto. The Declarant may delegate or assign this right to its successors or the Association.

Section 4. Liability Insurance. The Association shall maintain liability insurance, from an insurance company qualified to do business in the State of Michigan, for the purpose of protecting itself and its officers, as well as the Owners, the Declarant and Builders from the burden of any liability resulting from accidents which may cause death or injury to anyone or damage or casualty to personal property while in the Common Areas or on any property under the jurisdiction or control of the Association. The Board of Directors of the Association shall determine the amount of coverage of such insurance, which shall not be less than \$1,000,000.00 per occurrence and a total limit of \$3,000,000.00 during a single policy year for both bodily injury, including accidental death, and property damage.

ARTICLE IV

ARCHITECTURAL REVIEW

Section 1. Architectural Review Committee.

No building, fence, wall, deck, swimming pool, outbuilding, drainage structure or other structure, or exterior improvement shall be commenced, erected or maintained on any Lot, nor shall any exterior addition to or change or alteration therein or change in the exterior appearance thereof be made until the plans and specifications showing the kind, size, shape, height, colors, materials, topography and location of the same on the Lot shall have been submitted to and approved in writing by an architectural review committee (the "Committee"). The Committee shall be composed of three (3) persons appointed by the Declarant. Committee members are not required to be Members of the Association, and may be employees, officers, directors, agents or affiliates of the Declarant. Each member of the Committee shall serve until he resigns or is replaced by a subsequent appointee. The Declarant may delegate or assign its power of appointment of committee members to its successors, assigns, or the Association. Neither the Declarant nor the Committee shall have any liability whatsoever for the approval or disapproval of any plans or specifications.

Section 2. Preliminary Plans.

Preliminary plans describing the improvements proposed to be made may be submitted to the Committee for preliminary consideration and approval prior to the preparation and submission of the plans and specifications described in Article IV, Section 3.

Section 3. Plans and Specifications.

Plans and specifications for final consideration for approval by the Committee shall include the following:

a. Complete plans and specifications sufficient to secure a building permit in the Municipality including a dimensioned plot plan showing the Lot and placement of all improvements;

- b. Front elevation, side elevations and rear elevation of the building, plus elevations of any walls and fences;
- c. A perspective drawing, if deemed necessary by the Committee, to interpret adequately the exterior design;
- d. Data as to size, materials, colors and texture of all exteriors, including roof coverings and any fences and walls;
- e. One set of blueprints to be left with the Committee until construction is completed;
- f. Any other data, drawings or materials which the Committee requests in order to fulfill its function.

Section 4. Compliance with Building and Use Restrictions.

No approval by the Committee shall be valid if the structure or improvement violates any of the restrictions set forth in Article V of this Declaration, except in cases where waivers have been granted as provided for in Article V.

Section 5. Disapproval of Plans or Improvements.

The Committee may disapprove plans because of noncompliance with any of the restrictions set forth in Article V of this Declaration, or because the Committee is not satisfied with the grading and drainage plan, the location of the structure on the Lot, the materials used, the color scheme, the finish, design, proportion, shape, height, style or appropriateness of the proposed improvement or alteration or because of any matter or thing, which, in the judgment of the Committee, would render the proposed improvement or alteration inharmonious with, or out of keeping with, the objectives of the Committee, the Subdivision or with improvements erected or to be erected on other Lots in the Subdivision, including purely aesthetic considerations. The Committee shall not be liable for the approval or disapproval of any plan.

Section 6. Approval Time Schedule.

If the Committee fails to approve or disapprove plans within thirty (30) days after the proper and complete submission of plans and specifications, then such approval will not be required, but all other limitations, conditions and restrictions set forth in the Declarations shall apply and remain in force as to such plans, specifications, and improvements.

Section 7. Committee Approval.

Committee approval shall be deemed given if either (a) the plans and specifications submitted for approval are marked or stamped as having been finally approved by the Committee, or (b) an approval form specifying the plans and specifications submitted for approval is dated and signed by one (1) member of the Committee who was validly serving on the Committee on the date of such approval.

Section 8. Guidelines.

The Committee may, but shall not be required to, adopt guidelines for its approval process. The guidelines, if adopted, may include discussion of aesthetic standards to be utilized by the Committee in approving plans and specifications, preferred materials, preferred styles or residences, and other matters which will assist Owners seeking Committee approval. The guidelines, if adopted, will be intended solely for the purposes of illustrating and explaining current Committee standards. The guidelines shall not be construed to create any obligation on the part of the Committee to approve or reject any specific plan or specification or to otherwise modify or diminish the discretion of the committee under this Article.

Section 9. Review Fee.

The Committee may charge a review fee of a maximum of Three Hundred Dollars (\$300.00) to any Builder or Owner for the purposes of reviewing plans for the construction of a residence. The fee may not be utilized for the purposes of paying salaries to any members of the Committee but shall be utilized exclusively for the purposes of reimbursing actual expenses of the Committee, including, but not limited to, professional review fees of independent consultants.

ARTICLE V BUILDING AND USE RESTRICTIONS

Section 1. Use of Lots.

All Lots shall be used for single family residential purposes only. No building of any kind whatsoever shall be erected, re-erected, moved or maintained on any Lot or Lots except one single family dwelling and appurtenant attached structures. Each house shall be designed and erected for occupation by a single family. An attached garage for the sole use of the occupants of the Lot upon which the garage is erected must also be erected and maintained. Lessees of any Lot shall be subject to the terms and conditions of this Declaration, the Bylaws and all rules and regulations promulgated pursuant to this Declaration and the Bylaws, all of which shall be incorporated into the lease of any Lot by reference, and any violation of the same by a lessee shall be deemed to be a violation by the lessor-Owner and subject that Owner to the same

penalties and sanctions as if the Owner himself violated the Declaration, Bylaws or any rules and regulations.

Section 2. Character and Size of Buildings.

No dwelling shall be permitted on any Lot unless, in the case of a one-story building or bi-level, the living area thereof shall be not less than One Thousand Two Hundred Fifty (1,250) square feet; in the case of a two-story or one-and-one-half story building, the living area thereof shall not be less than One Thousand Five Hundred (1,500) square feet; and in the case of a quad-level or tri-level building, the living area thereof shall be not less than One Thousand Five Hundred (1,500) square feet. No building greater than two and one-half (2 1/2) stories or thirty-five (35) feet shall be constructed (a walkout basement shall not be considered as a story). All computations of square footage for determination of the permissibility of erection of residences under this section, shall be exclusive of basements, attics, utility rooms, garages, porches or similar areas which are not normally classified as living areas.

Section 3. Garages.

All garages must be attached to the dwelling. No garage shall provide space for less than two (2) automobiles.

Section 4. Minimum Yard Requirements.

No building on any Lot shall be erected nearer than:

- a. Thirty feet (30') from the front lot line; nor
- b. A minimum of ten feet (10') from each side lot line, for a combined side yard setback of twenty five feet (25'); nor
- c. Thirty five feet (35') from the rear lot line; nor
- d. Thirty feet (30') from the exterior side lot line on corner lots.

For the purposes of corner lots, each lot line abutting a street shall be deemed a front lot line. Approval of a variance by the Committee and the Municipality permitting front, rear or side yards smaller than the above minimums shall be deemed a valid waiver of this restriction.

Section 5. Repetition of Elevations.

Dwelling elevations shall conform to the City of Novi "Similar/Dissimilar Requirements" as provided for in Article 3, Section 303, of the City of Novi Zoning Ordinance, as amended from time to time. Variety in colors or building materials shall be used for homes on adjacent Lots so as to avoid an appearance of repetition.

Section 6. Lot Splits.

Lot splits shall be prohibited.

Section 7. Maintenance of Improvements.

Each Owner shall keep all improvements on his Lot in good condition and in good repair at all times. The exterior of all structures shall be maintained in good repair, structurally sound and in a sanitary condition so as not to threaten the health, safety or welfare of any occupant or to substantially detract from the appearance of the Subdivision as a whole or any area of the Subdivision.

Section 8. Animals.

No farms animals, livestock or wild animals shall be kept, bred or harbored on any Lot, nor shall any animals be kept or bred for commercial purposes. Domestic animals commonly deemed to be household pets may be kept by the Owner and members of his household so long as such pets shall have such care so as not to be objectionable or offensive to others due to noise, odor or unsanitary conditions. Any domestic animal kept by an Owner shall be kept either on a leash or in a run or pen, and shall not be allowed to run loose or unattended. No runs or pens shall be permitted to be erected or maintained unless located within the rear yard adjacent to a wall of the

main dwelling or garage and facing the rear or the interior of the Lot, nor shall such runs or pens extend beyond the end of the dwelling or garage into the side yard.

Section 9. Weapons.

No Owner of a Lot shall use or discharge within the Subdivision, nor shall he permit or suffer any occupant of any Lot which he owns, or his or her invitees or guests, to use or discharge within the Subdivision, any BB guns, firearms, rifles, shotguns, handguns, pellet guns, crossbows or archery equipment.

Section 10. Septic Tanks and Wells.

No septic tank systems shall be dug, installed, constructed or maintained on any Lot. Wells shall be allowed for domestic water purposes on Lots until such time as the water moratorium imposed by the Michigan Department of Public Health has been lifted. Subsequent to that time, no wells shall be drilled, dug, installed, constructed, or maintained on any Lot except with the permission of Declarant.

Section 11. Sight Distance.

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations above two feet (2') and six feet (6') from the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the lot lines and a line connecting them at points twenty-five feet (25') from the intersection of the lot lines, or in the case of a rounded property corner, from the intersection of the lot lines as though extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of the sight lines.

Section 12. Temporary Structures.

Trailers, shacks, barns, or any temporary buildings of any description whatsoever are expressly prohibited and no temporary occupancy shall be permitted in unfinished buildings. Tents for entertainment or recreational purposes are permitted for periods not to exceed forty-eight (48) hours. The Declarant, any Builders or their subcontractors, and/or independent contractors contracting with an owner, may erect temporary storage buildings for materials and supplies to be used in the construction of houses during the period when new houses are under construction in the Subdivision by the Declarant and/or Builder, and/or independent contractor.

Section 13. Trash and Garbage.

No Owner shall throw or allow to accumulate on his or any other lot or the Common areas, trash, refuse or rubbish of any kind. No Owner shall dump or otherwise dispose of chemicals, motor oil, paint, gasoline or petroleum distillates in, over or within the Subdivision or the sanitary or storm sewer drains serving the Subdivision. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same shall not be kept except in sanitary containers properly concealed from public view. Garbage containers shall not be left at the roadside for more than twenty-four (24) hours in any one week. If the Municipality does not provide municipal garbage collection, the Association may contract with one commercial collection service to provide service to the Subdivision and require each Owner to utilize the service of that contractor at the Owner's expense.

Section 14. Trailers, Boats, Recreation and Commercial Vehicles.

No house trailers, commercial vehicles, boat trailers, boats, camping, recreational vehicles or camping trailers, horse trailers or other utility trailers or vehicles may be parked on or stored on any Lot, unless stored fully enclosed within an attached garage. Commercial vehicles and trucks shall not be parked in the Subdivision except while making normal deliveries or pickups in the normal course of business. However, a construction trailer may be maintained by each Builder or independent contractors contracting with an Owner during the period when new houses are under construction in the subdivision by the Builder or independent contractor.

Section 15. Laundry.

No laundry shall be hung for drying outside the dwelling.

Section 16. Grade.

The grade and topography of any Lot in the Subdivision may not be changed after original construction without the written consent of the Committee and the Municipality.

Section 17. Swimming Pools.

No swimming pool may be built unless some portion of the pool is within twenty feet (20') of the house. All swimming pools must be constructed so that they drain into the storm sewer system only.

Section 18. Antennas, Cable Television Dish.

No radio, television or other communication antennas of any type shall be installed on or outside of any residence. No cable television dish in excess of 24" in diameter shall be placed where it is visible from the front of the house. Antennas may be installed or placed in the interior of any residence.

Section 19. Exterior Lighting.

No exterior lighting shall be installed so as to disturb the occupants of neighboring Lots or impair the vision of traffic on any street.

Section 20. Utility Lines.

All utility lines, including electric, gas, telephone and cable television, must be installed underground.

Section 21. Statuary.

No lawn ornaments, statues or outdoor art shall be placed on any Lot without the prior approval of the Committee, which may be withheld in its sole discretion for purely aesthetic reasons.

Section 22. Sales Agency and/or Business Office.

Notwithstanding anything to the contrary herein, the Declarant and/or any Builders may construct and maintain a sales agency and/or a business office on any Lots which they may own, or may use a model house or trailer for such purposes. The Declarant and/or such Builders may continue to maintain such a facility for use as long as they have an ownership interest in any Lot in the Subdivision or in subsequent phases of the subdivision.

Section 23. Lease Restrictions.

No Owner shall lease and/or sublet less than the whole of any dwelling on said Lot. No lease shall be for a period less than one (1) year.

Section 24. Exterior Surface of Dwellings.

The visible exterior walls of all dwelling structures shall be made of wood, brick, brick veneer, cut stone, vinyl or of any combination thereof. Fieldstone, ledge rock or stucco may also be used, so long as any of these materials alone, or in combination, do not exceed fifty percent (50%) of the total of all visible exterior walls. The Committee may grant such exceptions to this restriction as it deems suitable. The use of asphalt, cement block, cinder, slag, or plywood (unless finished in an approved imitation stucco or similar appearance), and/or imitation brick is prohibited. Windows and doors made of unpainted aluminum or non-factory painted aluminum are prohibited. Windows and doors shall not be included in calculating the total area of visible exterior walls.

Section 25. Fences and Walls.

No fence, wall or solid hedge may be erected, grown or maintained in front of or along the front building line of any Lot, except for fences installed by the Declarant or temporary fences that may be installed for marketing or merchandising of new homes built in the Subdivision or fences installed around swimming pools by Owners as required by the Municipality. The side lot line of each corner lot which faces a street shall be deemed to be a second front building lot line and shall be subject to the same restrictions as to the erection, growth or maintenance of fences, walls or hedges as is hereinbefore provided for front building lines. Fences installed by the Declarant shall be maintained, repaired, and replaced by the Owner of each Lot on which such fence is constructed. All fences must be constructed of pressure treated wood or cedar, brick, stone, wrought-iron or the materials used for the construction of the exterior of the residence and shall be subject to the prior approval of the Committee. All fences or walls must satisfy the requirements of any ordinance of the Municipality which regulates fences or walls.

Section 26. Signs.

No sign or billboard of any kind shall be placed, erected or maintained on any Lot. The provisions of this paragraph shall not apply to such signs as may be for purposes of resale by any Owner, except that no signs for purposes of resale may be located on the landscaped berm. Any sign for purposes of resale shall be subject to review and approval by the Committee and the Declarant so long as the Declarant shall hold title to any Lot. The provisions of this paragraph shall not apply to signs installed or erected on any Lot by the Declarant or any Builder during such periods as any Lot shall be "for sale" or used as a model or for display purposes by the Declarant or any Builder; provided, however, that such signs must be made in accordance with uniform specifications established by the Declarant.

Section 27. Driveways.

All driveways, aprons and parking areas must be paved with concrete, asphalt or brick pavers, subject to the specifications of the Municipality for the portions within the road right-of-way. Alternative materials may be used in the exclusive discretion of the Committee. The driveways must be completed within six (6) months of occupancy.

Section 28. Destruction of Building by Fire, etc.

Any debris resulting from the destruction in whole or in part of any dwelling or building on any Lot shall be removed as soon as possible from such Lot in order to prevent an unsightly or unsafe condition.

Section 29. Landscaping.

Any Owner taking occupancy of a newly constructed residence upon any Lot between September 1 and May 1 shall have the landscaping improvements, including, but not limited to, trees, plantings, shrubs and lawns, installed by the next July 31. Any Owner taking occupancy of a newly constructed home between May 1 and August 31 shall have the landscaping improvements as described above installed by November 30. The Lot and the right-of-way contiguous to each Lot shall be kept free of weeds by the Owner, and all such landscaping and lawns shall be well-maintained at all times.

Section 30. Tree Maintenance and Removal.

No living tree of a height of twenty feet (20') or more or more than eight (8½) inches in diameter at three (3') above the ground shall be removed without the approval of the Committee, except for trees which are less than twenty five feet (25') from any part of the building (including decks and patios) or which are in the location of proposed driveways. The Owner shall treat or remove any diseases or blighted tree forthwith. Other than as permitted above, no person shall do any act, the result of which could reasonably be expected to cause damage to or destruction to any tree. In addition to these requirements, the Owner shall comply with the Woodlands Ordinance adopted by the Municipality, as amended from time to time.

Section 31. Sidewalks.

Each Owner shall install a sidewalk in the road right-of-way adjacent to his Lot and shall maintain, repair and replace such sidewalk in accordance with the requirements of the Municipality and the Association. Each Owner shall keep the sidewalk reasonably free of ice, snow and debris.

Section 32. Street Trees.

Each Owner or Builder shall pay to the Declarant, at the time of the purchase of a lot, a street tree fee which will cover the cost of installation of the required street trees, in accordance with the City of Novi Ordinance No. 95-45.19. Street trees shall be provided at a central location in front of each residential lot in the area between the sidewalk and the curb. There shall be a minimum spacing between street trees of thirty-five (35) feet. Corner lots shall be considered to have two (2) street frontages and, therefore, street trees will be required based on both frontages. A Schedule of Street Trees is attached hereto as Exhibit "D" which identifies the number of street trees required to be planted for each lot in the Subdivision. The initial fee shall be Three Hundred Twenty Five Dollars (\$325.00) per street tree and may be adjusted from time to time to cover the increased cost of the street trees. Once planted, street trees shall be maintained by the Owner of the Lot. The Street Trees shall be installed by and through the City of Novi Forestry Department.

Section 33. Tree Planting Obligation of Each Owner.

Each Owner shall plant trees on his respective Lot in locations approved by the Declarant in accordance with the requirements set forth in the Willowbrook Farm Subdivision Tree Planting Schedule which is attached hereto as Exhibit "E" and made a part of this Declaration. The trees, which each Owner shall plant on his Lot, shall be of the size and type described in the Tree Planting Schedule. To ensure that each Owner will perform his/her obligation to install the trees and to landscape their Lot in accordance with Article V, Section 29 of this Declaration, each Owner shall pay the Declarant a deposit in the amount of One Thousand Five Hundred and 00/100 (\$1,500.00) Dollars (the "Deposit") at the time of lot release. Once an Owner has planted on his/her Lot all of the trees described in the Tree Planting Schedule for that Lot and completed the landscaping as required in Article V, Section 29 of this Declaration, the Declarant shall return the Deposit to the Owner. If the Owner fails to plant all of the trees described in the Tree Planting Schedule for his/her Lot, the Declarant may plant the trees not planted by the Owner, pay itself the cost of planting those trees from the Owner's Deposit and collect from the Owner any additional costs incurred by the Declarant that exceed the Deposit. Once planted, trees shall be

maintained by the Owner of the Lot on which the trees were planted. If a tree dies, the Owner of the Lot on which the tree was planted shall replace that dead tree with a tree of like species and size.

Section 34. Uniform Mailboxes.

Uniform mailboxes shall be installed for each Lot in the Subdivision, in accordance with the approved mailbox plan from the Novi Post Office. Each Owner is responsible for installing a mailbox which shall only be the type approved by the Declarant and shall be uniform throughout the Subdivision. An Owner may not install or maintain a mailbox not approved by the Declarant. An Owner may not install or maintain a separate receptacle for newspapers, magazines or other similar materials.

Section 35. Wetlands.

No Wetlands shall be modified in any manner by any person or entity other than Declarant or its authorized representatives unless a permit for such modification has been issued by all governmental units or agencies having jurisdiction over such Wetlands within the Subdivision. The owners of these lots shall refrain from depositing any material, removal of any soils, minerals and/or vegetation, dredging, filling or land balancing, or construction of any temporary or permanent structures within the wetland. The same restrictions shall apply to the 25-foot wetland setback unless otherwise permitted by the City.

Section 36. Floodplains

The floodplain elevations established for the Subdivisions, based upon the National Flood Insurance Program Flood Insurance Rate Map, Community #V Panel Number: 260175 0009 C, dated May 3, 1993 and Letter of Map Revision, effective date January 12, 2001, are 869.8 at the north boundary of the Subdivisions, 869.2 at the north side of the Clermont Avenue crossing of the Bishop Creek, 868.7 at the south side of the Clermont Avenue crossing of the Bishop Creek, 859.6 at the north side of the Scarborough Lane crossing of the Bishop Creek, 858.9 at the south side of the Scarborough Lane crossing of the Bishop Creek, and 856.4 at the south boundary of the Subdivisions. No grading, filling, excavating, paving or other occupation of the floodplain area shall take place without the prior approval of the MDEQ. The following standards shall apply to any Lot upon which a floodplain area may be located, including Bloomfield Park and Clermont Park, in the event that those parks are converted to residential Lots:

a. Have lower floor, excluding basements, not lower than the elevation of the contour defining the floodplain limits.

- b. Have openings into the basement not lower than the elevation of the contour defining the floodplain limits.
- c. Have basement walls and floors, below the elevation of the contour defining the floodplain limits, watertight and designated to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the floodplain limits following methods and procedures outlined in Chapter 5, type A construction and Chapter 6 for Class 1 loads found in "Flood Proofing Regulations;" EP 1165 2 314 prepared by the Office of the Chief of Engineers, U.S. Army, Washington, D.C., June 1972. Figure 5, Page 14.5 of the regulations show typical foundations drainage and waterproofing details. This document is available, at no cost, from the Department of Natural Resources; Hydrological Survey Division, Stevens T. Mason Building, Lansing, Michigan 48926, or Department of the Army, Corps of Engineers, Publications Depot, 890 South Pickett, Alexandria, Virginia 22304.
- d. Be equipped with a positive means of preventing sewer backup from sewer lines and drains, which serve the building.
- e. Be properly anchored to prevent flotation.

The provisions of this Section may not be amended, except for amendments to conform with changes in the rules and regulations of the Michigan Department of Environmental Quality, and shall not expire upon the termination of this Declaration.

Section 37. Published Rules.

The Declarant reserves the right to publish from time to time reasonable rules and regulations consistent herewith governing the Subdivision. The Declarant may delegate or assign this right to its successors or the Association.

ARTICLE VI ENFORCEMENT Section 1. Enforcement of Rights.

The Declarant, the Association or any Owner shall have the right to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Declarant, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed an estoppel or a waiver of the right to do so thereafter.

Section 2. Right of Entry.

The Declarant or the Association shall have the right to enter upon any Lot for the purposes of mowing, cutting, weeding or removing any unsightly growth which in the opinion of the Declarant or the Association detracts from the overall attractiveness of the health and welfare of the Subdivision. The Declarant or the Association may enter upon the Lots for the purpose of removing any debris or trash from the Lot or to remove any sign which is not permitted or approved by the Association. The Declarant or the Association shall be under no obligation to take such affirmative action. Any cost incurred in such action by the Declarant or Association shall be chargeable against the Owner and shall constitute a lien against the Lot.

Section 3. Fines.

The Association may establish a schedule of fines which shall apply to the violation of any provision of the Declaration. Such fines shall be imposed thirty (30) days after the Association gives written notice to an Owner of the Violation of the provisions of this Declaration, unless during the thirty (30) day period the violation has been corrected. Any fine that is unpaid thirty (30) days after it is imposed shall become a lien on the Lot in the same manner as an Assessment and a notice of lien may be signed by the Association and recorded in the records of the Register of Deeds of Oakland County.

Section 4. Assessments.

The remedies relating to the failure of an Owner to pay an Assessment are set forth in Article II, Section 3.10.

ARTICLE VII EXPANSION Section 1. Annexation of Additional Lots and/or Common Area.

The Declarant reserves the right at any time or times in the future to amend this Declaration by adding to it any Subsequent Phase. Such Subsequent Phase may or may not contain Common Areas. Any such amendment(s) to this Declaration shall provide that the Owners of all residential lots in Subsequent Phases shall be required to be Members of the Willowbrook Farm Homeowners Association and shall be subject to the covenants, restrictions, easements, charges and liens set forth herein. Such amendment(s) shall also provide that the Common Areas contained within the Subdivisions and Subsequent Phases shall be for the use and benefit of all Owners of Lots in the Subdivision and all subdivisions added hereto. Additional Lots and Common Areas may be annexed to the Association by Declarant without the consent or approval of the Association or any of its Members or any Owner. Annexation by action of the Association shall require the consent of two-thirds (2/3) of its Members.

ARTICLE VIII AMENDMENT

The covenants, restrictions and conditions 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 an additional period of ten (10) years. The Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than sixty-seven percent (67%) of the Owners and thereafter by an instrument signed by not less than fifty-one (51%) of the Owners, except that amendments made by the Declarant for the purpose of adding residential lots and/or Common Areas to the Association and making this Declaration apply to such lots and/or Common Areas, shall not require the vote or signature of any Owners, the Association or any Members thereof. No amendment may be adopted without the consent of the Declarant at any time in which it owns one (1) or more Lots in the Subdivision. Any amendment must be recorded with the Oakland County Register of Deeds before the amendment becomes affective.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Severability.

Invalidation of any one of these easements, covenants, restrictions or conditions by judgement or court order shall not affect any other provisions, which remaining provisions shall

continue in full force and effect.

Section 2. Assignment or Transfer of Rights and Powers.

Except as expressly limited by the Declaration, the Declarant reserves the right to assign to the Association, in whole or in part, from time to time, any or all of the rights, powers, titles, easements and estates hereby reserved or given to the Declarant including the right and power to approve or disapprove any use, act, proposed action, or any other matter or thing. Any such assignment or transfer shall be made by appropriate instrument, in writing, and such assignee shall thereupon have the same rights and powers, and be subject to the same obligations and duties as herein given, reserved to and assumed by the Declarant in connection with the rights, powers and easements so assigned, and such instrument when executed by such assignee shall without further act, release the Declarant from all obligations, duties and liabilities in connection therewith.

Section 3. Appointment Of Declarant As Attorney In Fact.

All Owners, their successors and assigns hereby irrevocably appoint the Declarant as their agent and attorney-in-fact for the purpose of executing any document necessary to allow Declarant to do any thing which Declarant is entitled to do under the terms of this Declaration.

Section 4. Additional Signatories.

The Parties who, in addition to the Declarant, sign this Declaration, hereby accept, adopt, confirm, ratify and subject their respective interests in the Subdivision to the easements, covenants and restrictions contained herein.

IN WITNESS WHEREOF, the undersigned, having obtained the consent of all parties with an ownership interest or security interest in the Subdivision, have executed this Declaration on the 14th day of November, 2002, on the dates set forth in their respective acknowledgments.

WITNESSED: DECLARANT:

SINGH OF WILLOWBROOK III L.L.C.

a Michigan limited liability company

By: Singh General Corp.,

Its: Manager

G. Michael Kahm

Lushman S. Grewal, Vice President

Jane Dietrich

STATE OF MICHIGAN) ss

COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 14th day of November, 2002, by Lushman S. Grewal, who is the Vice President of Singh General Corp., a Michigan corporation, Manager of SINGH OF WILLOWBROOK III L.L.C., a Michigan limited liability company.

Jane E. Dietrich, Notary Public

Oakland County, Michigan

My Commission Expires: 06/08/2005

WITNESSED: MORTGAGEE:

KeyBank National Association
a National banking corporation

By:
James J. Celeski
Its: Vice President

STATE OF MICHIGAN) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2002, by James J. Celeski, who is the Vice President of KeyBank National Association, a national banking association.

_____, Notary Public
_____ County, Michigan

My Commission Expires: _____

This instrument drafted by and
after recording return to:

G. Michael Kahm
Singh Development Co., Ltd.
7125 Orchard Lake Road, Suite 200
West Bloomfield, Michigan 48322

EXHIBIT "A"

LEGAL DESCRIPTION

(Willowbrook Farm Subdivision, Phase 1)

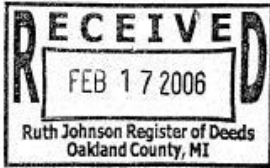
A PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, AND A PART OF LOT 68 OF "WILLOWBROOK ESTATES SUBDIVISION", AS RECORDED IN LIBER 74 OF PLATS, ON PAGES 21 AND 22, OAKLAND COUNTY RECORDS; MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 24; THENCE SOUTH 89°X37'00" WEST, 1036.00 FEET, ALONG THE SOUTH LINE OF SAID SECTION 24 AND THE CENTERLINE OF TEN MILE ROAD, TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°X37'00" WEST, 68.00 FEET, ALONG

THE SOUTH LINE OF SAID SECTION 24 AND THE CENTERLINE OF SAID TEN MILE ROAD, TO THE SOUTHEAST CORNER OF SAID "WILLOWBROOK ESTATES SUBDIVISION"; THENCE NORTH 00°X02'22" WEST, 60.00 FEET, ALONG THE EASTERLY LINE OF SAID "WILLOWBROOK ESTATES SUBDIVISION" (RECORDED AS DUE NORTH), TO THE SOUTHEAST CORNER OF SAID LOT 68 AND A POINT ON THE EASTERLY RIGHT-OF-WAY OF BORDER HILL ROAD; THENCE 228.00 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 490.03 FEET, A CENTRAL ANGLE OF 26°X39'31", AND A CHORD BEARING AND DISTANCE OF NORTH 13°X06'32" WEST, 225.95 FEET, ALONG THE EASTERLY RIGHT-OF-WAY OF SAID BORDER HILL ROAD AND THE WESTERLY LINE OF SAID LOT 68 (RECORDED AS ARC OF 226.89 FEET, RADIUS OF 500.00 FEET, AND CENTRAL ANGLE OF 26°X); THENCE NORTH 26°X26'18" WEST, 76.50 FEET, ALONG THE EASTERLY RIGHT-OF-WAY OF SAID BORDER HILL ROAD AND THE WESTERLY LINE OF SAID LOT 68 (RECORDED AS SOUTH 26°X23' EAST); THENCE NORTH 63°X33'42" EAST, 44.09 FEET; THENCE 55.42 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 15°X52'33", AND A CHORD BEARING AND DISTANCE OF NORTH 55°X37'24" EAST, 55.24 FEET, TO A POINT ON THE EASTERLY LINE OF SAID LOT 68 AND THE EASTERLY LINE OF SAID "WILLOWBROOK ESTATES SUBDIVISION"; THENCE NORTH 00°X02'22" WEST, 784.32 FEET, ALONG THE EASTERLY LINE OF SAID "WILLOWBROOK ESTATES SUBDIVISION" (RECORDED AS DUE NORTH), TO THE NORTHEAST CORNER OF SAID "WILLOWBROOK ESTATES SUBDIVISION"; THENCE NORTH 89°X37'00" EAST, 138.00 FEET, THENCE NORTH 00°X00'35" WEST, 991.73 FEET; THENCE SOUTH 71°X12'55" EAST, 313.81 FEET, PARALLEL TO AND 500.00 FEET SOUTHWESTERLY OF THE CENTERLINE OF GRAND RIVER AVENUE, TO A POINT ON THE WESTERLY LINE OF "LESLIE PARK SUBDIVISION", AS RECORDED IN LIBER 83 OF PLATS, ON PAGE 27, OAKLAND COUNTY RECORDS; THENCE SOUTH 00°X01'36" EAST, 888.69 FEET (RECORDED AS DUE NORTH 888.77 FEET), ALONG THE WESTERLY LINE OF SAID "LESLIE PARK SUBDIVISION", TO THE SOUTHWEST CORNER OF SAID "LESLIE PARK SUBDIVISION"; THENCE SOUTH 89°X37'00" WEST, 67.35 FEET; THENCE SOUTH 00°X02'22" EAST, 651.64 FEET; THENCE SOUTH 89°X37'00" WEST, 170.73 FEET; THENCE 45.27 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 09°X58'32", AND A CHORD BEARING AND DISTANCE OF SOUTH 36°X57'45" WEST, 45.21 FEET; THENCE SOUTH 41°X57'02" WEST, 152.55 FEET; THENCE SOUTH 00°X02'22" EAST, 383.34 FEET, TO THE POINT OF BEGINNING. ALL OF THE ABOVE CONTAINING 13.213 ACRES. ALL OF THE ABOVE BEING SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHT-OF-WAYS OF RECORD. ALL OF THE ABOVE BEING SUBJECT TO THE RIGHTS OF THE PUBLIC IN TEN MILE ROAD.

EXHIBIT "B"

LEGAL DESCRIPTION
(Willowbrook Farm Subdivision, Phase 2)

A part of the southwest 1/4 and the northwest 1/4 of section 24, town 1 north, range 8 east, city of Novi, Oakland County, Michigan; more particularly described as commencing at the southwest corner of said section 24; thence north 00°X03'18" east, 934.81 feet, along the west line of said section 24 and the centerline of Meadowbrook Road, to the point of beginning; thence continuing north 00°X03'18" east, 583.63 feet, along the west line of said section 24, and the centerline of said Meadowbrook road; thence north 89°X36'57" east, 402.38 feet; thence north 44°X26'07" east, 253.98 feet; thence north 56°X31'20" east, 443.56 feet; thence south 71°X12'55" east, 98.06 feet; thence south 18°X47'05" west, 125.00 feet; thence south 71°X12'55" east, 80.00 feet; thence south 56°X34'14" east, 47.24 feet; thence south 20°X50'46" east, 45.33 feet; thence south 13°X31'54" west, 57.04 feet; thence south 22°X18'10" west, 80.11 feet; thence south 70°X41'28" east, 129.18 feet; thence north 19°X18'32" east, 29.83 feet; thence south 70°X41'28" east 150.11 feet; thence north 84°X08'51" east, 48.53 feet; thence north 28°X37'28" east, 91.89 feet; thence north 00°X00'35" west, 320.10 feet; thence north 53°X46'02" west, 43.99 feet; thence north 53°X15'44" east, 150.69 feet; thence north 51°X43'57" east 60.02 feet; thence north 18°X47'05" east, 169.77 feet; thence south 71°X12'55" east, 129.80 feet, to a boundary corner of said Willowbrook farm subdivision, as recorded in liber 254 of plats, on pages 1 through 5, inclusive, Oakland county records; thence south 00°X00'35" east 991.73 feet, along the westerly boundary of said Willowbrook farm subdivision, to a boundary corner of said Willowbrook farm subdivision; thence south 89°X37'00" west 572.10 feet, along the boundary of said Willowbrook farm subdivision, and the boundary of said Willowbrook estates subdivision, as recorded in liber 74 of plats, pages 21 and 22, Oakland county records, to a boundary corner of said Willowbrook estates subdivision; thence south 00°X00'00" west 248.91 feet, along the boundary of said Willowbrook estates subdivision, to a boundary corner of said Willowbrook estates subdivision; thence south 89°X37'00" west, 1194.59 feet, along the boundary of, and an extension thereof, said Willowbrook estates subdivision, to the point of beginning. All of the above containing 28.820 acres. All of the above being subject to the rights of the public in Meadowbrook road. All of the above being subject to easements, restrictions and right-of-ways of record.



LIBER 37127 PGS 04

45135
LIBER 37127 PAGE 804
\$31.00 MISC RECORDING
\$4.00 REINUMENTATION
02/17/2006 09:56:14 A.M. RECEIPT# 19510
PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

FIRST AMENDMENT TO
SECOND AMENDED AND RESTATED
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS
FOR
WILLOWBROOK FARM SUBDIVISION NO. 1,
WILLOWBROOK FARM SUBDIVISION NO. 2,
WILLOWBROOK FARM SUBDIVISION NO. 3
And WILLOWBROOK FARM SUBDIVISION NO. 4

WHEREAS, SINGH OF WILLOWBROOK, L.L.C., a Michigan limited liability company, whose address is 7125 Orchard Lake Road, Suite 200, West Bloomfield, Michigan 48322 (the "Phase I Declarant"), is the developer of a certain subdivision of land located in the City of Novi, Oakland County, Michigan, as described in Exhibit "A" attached hereto, known as the Willowbrook Farm Subdivision No. 1, a Subdivision created pursuant to the plat thereof as recorded in Liber 254, Pages 1 through 5 of Plats, Oakland County Records (the "Willowbrook Farm Subdivision No. 1");

WHEREAS, the Phase I Declarant has recorded a Declaration of Easements, Covenants and Restrictions recorded May 4, 2000 in Liber 21356, Pages 466 through 515, Oakland Records;

WHEREAS, SINGH OF WILLOWBROOK II, L.L.C., a Michigan limited liability company, whose address is 7125 Orchard Lake Road, Suite 200, West Bloomfield, Michigan 48322 (the "Phase II Declarant"), is the developer of a certain subdivision of land located in the City of Novi, Oakland County, Michigan, as described in Exhibit "A" attached hereto, known as Willowbrook Farm Subdivision No. 2, a Subdivision created pursuant to the plat thereof as recorded in Liber 274, Pages 3 through 11 of Plats, Oakland County Records ("Willowbrook Farm Subdivision No. 2").

WHEREAS, SINGH OF WILLOWBROOK III, L.L.C., a Michigan limited liability company, whose address is 7125 Orchard Lake Road, Suite 200, West Bloomfield, Michigan 48322 (the "Phase II Declarant"), is the developer of a certain subdivision of land located in the City of Novi, Oakland County, Michigan, as described in Exhibit "A" attached hereto, known as Willowbrook Farm Subdivision No. 3, a Subdivision created pursuant to the plat thereof as recorded in Liber 284, Pages 4 through 13 of Plats, Oakland County Records ("Willowbrook Farm Subdivision No. 3").

3p
2

OK - LG

WHEREAS, SINGH OF WILLOWBROOK IV, L.L.C., a Michigan limited liability company, whose address is 7125 Orchard Lake Road, Suite 200, West Bloomfield, Michigan 48322 (the "Phase IV Declarant"), is the developer of a certain subdivision of land located in the City of Novi, Oakland County, Michigan, as described in Exhibit "A" attached hereto, known as Willowbrook Farm Subdivision No. 4, Willowbrook Farm No. 4 Subdivision, a Subdivision created pursuant to the Plat thereof, as recorded in Liber 293, Pages 16 through 19 of Plats, Oakland County Records ("Willowbrook Farm Subdivision No. 4"). (Willowbrook Farm Subdivision No. 1, Willowbrook Farm No. 2, Willowbrook Farm Subdivision No. 3 and Willowbrook Farm Subdivision No. 4 are referred to collectively as the "Subdivisions") (The Phase I Declarant, the Phase II Declarant, the Phase III Declarant and the Phase IV Declarant are referred to collectively as the "Declarants");

WHEREAS, the Phase I Declarant, the Phase II Declarant and the Phase III Declarant have previously made and declared the Second Amended and Restated Declaration of Easement and Restrictions as recorded on December 9, 2002, as recorded in Liber 27299 page 001 of Oakland County Records (the "Declaration"), and have reserved the power under the Declaration to amend the Declaration to subject additional subdivisions of land to the easements, covenants, restrictions, charges and liens set forth in the Declaration;

WHEREAS, the Declarants desire to amend the Declaration to provide for the preservation and enhancement of the property values and amenities in the Subdivisions and for the maintenance of certain Common Areas in the Willowbrook Farm Subdivision No. 4 and to subject the Willowbrook Farm Subdivision No. 4 and the Common Areas situated therein to the easements, covenants, restrictions, charges and liens set forth in the Declaration, each and all for the benefit of the Subdivisions and all of the Owners therein; and

WHEREAS, the Declarants have deemed it desirable for the efficient preservation of the values and amenities in the Subdivisions for the Association to own, maintain and administer the Common Areas in the Willowbrook Farm Subdivision No. 4 as set forth in the Declaration and for all of the Owners in the Willowbrook Farm Subdivision No. 4 to be members of the Association;

NOW, THEREFORE, in consideration of the mutual benefits derived by the Declarants, their successors and assigns for the benefit of all Owners of Lots in the Subdivisions and all intending purchasers and future Owners of Lots in the Subdivisions, the Declarants, for themselves, their successors and assigns, do hereby publish, declare and make known to all present Owners and intending purchasers and future Owners of Lots in the Willowbrook Farm Subdivision No. 4, that the same will and shall be used, owned, held and/or sold expressly subject to the Declaration and the following conditions, easements, covenants, restrictions and agreements and shall run with the land and be binding upon all grantees of individual Lots in the Subdivision and on their respective heirs, personal representatives, successors and assigns.

Section 1. Defined Terms.

Terms that are capitalized in this First Amendment shall have the same meaning as defined and capitalized terms in the Declaration, unless the same are otherwise specifically defined herein.

Section 2. Street Trees for Willowbrook Farm Subdivision #4.

Each Owner in Willowbrook Farm Subdivision #4 shall pay to the Phase IV Declarant, at the time of the purchase of a Lot, a street tree fee which will cover the cost of installation of the street trees that are required by the City of Novi, in accordance with the City of Novi Landscape Design Manual. Street trees will be planted by the Phase IV Declarant in front of each residential

Lot in the area between the sidewalk and the curb. There shall be a minimum spacing between street trees of thirty-five (35) feet. Corner Lots shall be considered to have two (2) street frontages and, therefore, street trees will be required based on both frontages. A Schedule of Street Trees is attached hereto as Exhibit "B" which identifies the number of street trees required to be planted for each Lot in the Subdivision. The species of the street trees will be selected by the Phase IV Declarant in accordance with the requirements of the City of Novi, and the street trees will be planted at a time or times selected by the Phase IV Declarant. The initial street tree fee shall be Four Hundred (\$400.00) Dollars per street tree and may be adjusted from time to time to cover the increased cost of the street trees. Once planted, street trees shall be maintained by the Owner of the Lot.

Section 3. Tree Planting Obligation of Each Owner.

Each Owner shall plant trees on his respective Lot in locations approved by the Phase IV Declarant in accordance with the requirements set forth in the Willowbrook Farm Subdivision Tree Planting Schedule which is attached hereto as Exhibit "C" and made a part of this Declaration. The trees, which each Owner shall plant on his Lot, shall be of the size and type described in the Tree Planting Schedule. To ensure that each Owner will perform his/her obligation to install the trees stipulated in Exhibit "C" and to landscape their Lot in each Owner shall pay the Phase IV Declarant a deposit in the amount of One Thousand Five Hundred and 00/100 (\$1,500.00) Dollars (the "Deposit") at the time of purchase of their Lot. Once an Owner has planted on his/her Lot all of the trees described in the Tree Planting Schedule for that Lot, completed the landscaping as required in Article V, Section 29 of this Declaration, the Phase IV Declarant shall return the Deposit to the Owner. If the Owner fails to plant all of the trees described in the Tree Planting Schedule for his/her Lot, the Declarant may plant the trees not planted by the Owner, pay itself the cost of planting those trees from the Owner's Deposit and collect from the Owner any additional costs incurred by the Declarant that exceed the Deposit. Once planted, trees shall be maintained by the Owner of the Lot on which the trees were planted. If a tree dies, the Owner of the Lot on which the tree was planted shall replace that dead tree with a tree of like species and size.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment to Second Amended and Restated Declaration of Easements, Covenants and Restrictions on the 15th day of February, 2006.

DECLARANTS:

Singh of Willowbrook, L.L.C.

A Michigan limited liability company

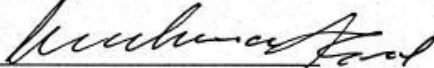
By: Singh General Corp., a Michigan corporation

Its: Manager

By: 
Lushman S. Grewal, Vice President


Singh of Willowbrook II, L.L.C.

A Michigan limited liability company
By: Singh General Corp., a Michigan corporation
Its: Manager

By: 
Lushman S. Grewal, Vice President

Singh of Willowbrook III, L.L.C.

a Michigan limited liability company
By: Singh General Corp., a Michigan corporation
Its: Manager

By: 
Lushman S. Grewal, Vice President

Singh of Willowbrook IV, L.L.C.

A Michigan limited liability company
By: Singh General Corp., a Michigan corporation
Its: Manager

By: 
Lushman S. Grewal, Vice President

STATE OF MICHIGAN) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 15th day of February, 2006, by Lushman S. Grewal, who is the Vice President of Singh General Corp., a Michigan corporation, which is the Manager of Singh of Willowbrook, L.L.C., a Michigan limited liability company, on behalf of the limited liability company.



Jane E. Dietrich, Notary Public
Oakland County, Michigan
My Commission Expires: 06/08/2012
Acting in Oakland

STATE OF MICHIGAN) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 15th day of February, 2006, by Lushman S. Grewal, who is the Vice President of Singh General Corp., a Michigan corporation, which is the Manager of Singh of Willowbrook II, L.L.C., a Michigan limited liability company, on behalf of the limited liability company.



Jane E. Dietrich, Notary Public
Oakland County, Michigan
My Commission Expires: 06/08/2012
Acting in Oakland

STATE OF MICHIGAN) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 15th day of February, 2006, by Lushman S. Grewal, who is the Vice President of Singh General Corp., a Michigan corporation, which is the Manager of Singh of Willowbrook III, L.L.C., a Michigan limited liability company, on behalf of the limited liability company.



Jane E. Dietrich, Notary Public
Oakland County, Michigan
My Commission Expires: 06/08/2012
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Jane E. Dietrich, Notary Public
Oakland County, Michigan
My Commission Expires: 06/08/2012
Acting in Oakland

This instrument drafted by and after recording return to:
Lawrence A. Kilgore
Singh Development, L.L.C.
7125 Orchard Lake Road, Suite 200
West Bloomfield, Michigan 48322

EXHIBIT "A"

LEGAL DESCRIPTIONS

Lands situated in the City of Novi, Oakland County, Michigan, described as:

Willowbrook Farm, Phase I:

Lots 1 through 31 of Willowbrook Farm (Subdivision No. 1) according to the Plat thereof, as recorded in Liber 254, Pages 1 through 5 of Plats, Oakland County Records.

Willowbrook Farm, Phase II:

Lots 32 thru 86 of Willowbrook Farm Subdivision No. 2 according to the Plat thereof, as recorded in Liber 274, Pages 3 through 11 of Plats, Oakland County Records

Willowbrook Farm, Phase III:

Lots 87 thru 137 of Willowbrook Farm Subdivision No. 3 according to the Plat thereof, as recorded in Liber 284, Pages 4 through 13 of Plats, Oakland County Records.

Willowbrook Farm, Phase IV:

Lots 138 through 162 of Willowbrook Farm Subdivision 4 according to the Plat thereof, as recorded in Liber 293, Pages 16 through 19 of Plats, Oakland County Records.

254001 22-24-376-000-ent
274003 22-24-331-000-ent
284004 22-24-301-000-ent
293018 22-24-377-000-ent

**EXHIBIT B
SCHEDULE OF
REQUIRED STREET TREES**

LOT #	LOT FRONTAGE	NUMBER OF REQUIRED STREET TREES
138	100.72	2
139	80.51	2
140	80.00	2
141	80.00	2
142	80.00	2
143	80.00	2
144	80.00	2
145	80.00	2
146	80.00	2
147	80.00	2
148	96.30	2
	154.00	4
149	92.00	2
150	92.00	2
151	92.00	2
152	92.27	2
153	95.85	2
	154.26	4
154	80.00	2
155	80.00	2
156	80.00	2
157	80.00	2
158	80.00	2
159	80.00	2
160	80.00	2
161	80.00	2
162	80.50	2

Street Trees for Willowbrook Farm Subdivision, No. 4, will be planted by the Phase IV Declarant, and not by the City of Novi.

EXHIBIT "C"**TREE PLANTING SCHEDULE**

As provided for in Article V, Section 33, of this Declaration, a total of four (4) trees shall be installed by the Owner on each Lot and shall include a minimum of four (4) large deciduous trees selected from the following list of tree species. TREES MUST BE SELECTED FROM THE FOLLOWING LIST:

LARGE DECIDUOUS SPECIES	MINIMUM SIZE
Red Maple (<i>Acer Rubrum</i>)	2 ½" caliper
Beech (<i>Fagus Sylvania</i>)	2 ½" caliper
Black Gum Tupelo (<i>Nyssa Sylvania</i>)	2 ½" caliper
Sugar Maple (<i>Acer Saccharum</i>)	2 ½" caliper
Tulip Tree (<i>Liriodendron Tulipifera</i>)	2 ½" caliper
London Plane Tree (<i>Platanus X. Acerfolia</i>)	2 ½" caliper
Red Oak (<i>Quercus Rubra</i>)	2 ½" caliper
Little Leaf Linden (<i>Tilia Cordata</i>)	2 ½" caliper
Sweet Gum (<i>Liquidambar Styraciflua</i>)	2 ½" caliper
SIZE: Caliper, measured as the diameter of the tree trunk at six (6") inches above the base at grade.	

