

**THIRD AMENDED AND RESTATED  
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS  
FOR WILLOWBROOK FARM SUBDIVISION,  
WILLOWBROOK FARM SUBDIVISION NO. 2  
WILLOWBROOK FARM SUBDIVISION NO. 3, AND  
WILLOWBROOK FARM SUBDIVISION NO. 4**

The Declaration of Easements, Covenants and Restrictions of Willowbrook Farm Subdivision was recorded on May 19, 1997 in Liber 17221, Pages 8 through 62, Oakland County Records (hereinafter "Declaration");

A First Amended and Restated Declaration of Easements and Restrictions was recorded on May 4, 2000 in Liber 21356, Pages 466 through 515, Oakland County Records;

A Second Amended and Restated Declaration of Easements and Restrictions was recorded on December 9, 2002 in Liber 27299, Page 001, Oakland County Records;

The Declaration, as amended, applies to certain property in the City of Novi (hereinafter "City"), County of Oakland, State of Michigan, which is more particularly described as:

SEE EXHIBIT A

(hereinafter "Property").

Pursuant to the Declaration, as amended, all of the Property is subject to certain covenants, building and use restrictions intended to assure the beauty, betterment, protection, harmony of external design and appearance of the Property and to maintain the value and desirability of the Property;

The Willowbrook Farm Homeowners Association, a Michigan nonprofit corporation, has the power under the Declaration to amend the Declaration. The Association has deemed it desirable 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 located in the Property, and to subject the Property to the easements, covenants, restrictions, charges, and liens set forth in this Third Amendment and Restatement to the Declaration;

All of the Property shall be used, owned, held and/or sold expressly subject to the following covenants, easements, building and use restrictions which shall run with the real property and be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

1. "Assessment Period" shall mean a twelve (12) month period of operation of the Association for which an assessment is collected.
2. "Association" shall mean and refer to the Willowbrook Farm Homeowners Association, a Michigan nonprofit corporation, its successors and assigns;
3. "Bylaws" shall mean and refer to the bylaws of the Association;
4. "Common Areas" shall mean those areas of land within the Subdivisions 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;
5. "Declarant" shall mean and refer to Singh of Willowbrook III, L.L.C., a Michigan limited liability company, and their successors and assigns;
6. "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;
7. "Land" shall mean the land described on Exhibits "A";
8. "Lot" shall mean and refer to any numbered lot shown on the recorded plats of the Subdivisions;
9. "Member" shall mean and refer to those persons entitled to membership in the Association, as provided in this Declaration;
10. "Municipality" shall mean the City of Novi, a Michigan municipal corporation and its successors, assigns and transferees;
11. "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;

12. "Plat" shall mean and refer to the plat of the Subdivisions, recorded in the office of the Oakland County Register of Deeds;

13. "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 Willowbrook Farm Subdivision No. 3; and Lots 138 through 162 of Willowbrook Farm Subdivision No. 4;

14. "Wetlands" shall mean those portions of the Subdivisions which are designated as such in the recorded plat(s) of the Subdivisions 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;

15. "Woodlands" shall mean those portions of the Subdivisions which are designated as such in the recorded plat(s) of the Subdivisions 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 WILLOWBROOK FARM HOMEOWNERS ASSOCIATION

Section 2.01. Purposes. The Association has been incorporated as a non-stock Michigan nonprofit corporation. The purposes for which the Association has been incorporated are enumerated in the Articles of Incorporation as filed with the State of Michigan. The Association and its Members shall have those rights and obligations which are set forth in this Declaration and in the Articles of Incorporation and Bylaws of the Association.

Section 2.02. Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2.03. Voting Rights. Each Member shall be entitled to one vote on each matter submitted to a vote of Members for each Lot owned by the Member. Where title to a Lot is in more than one person or entity, all such persons or entities shall be Members and jointly shall be entitled to only one vote per Lot. In no event shall more than one vote be cast with respect to any Lot. Where a Lot has been sold pursuant to a land contract, the purchaser under said land contract shall be entitled to the vote for said Lot. Such multiple Owners (including co-purchasers under a land contract) may exercise said one vote per Lot as they may mutually agree, and such co-owners or co-purchasers shall notify the Association in writing of the person entitled to exercise such vote. In the event any multiple Owners fail to provide such notice to the Association within thirty (30) days prior to the date set for a meeting, the Owner whose name first appears on record title shall be deemed to be the Member authorized to vote on behalf of all

the multiple Owners and any vote cast in person or by proxy by said Owner, or the failure of said Owner to vote, shall be binding upon all such multiple Owners.

Any action the Members are required or permitted to take at an annual or special meeting, including the election of directors, may be taken without a meeting if a ballot is provided to each Member that is entitled to vote on the action. The ballot may be provided by electronic transmission and shall: (a) set forth each proposed action; (b) provide an opportunity for the Members to vote for or against each proposed action; and (c) specify a time by which the Association must receive the ballot in order to be counted as a vote of the Member. The time specified shall be not more than 30 days after the date the Association provides the ballot to the Members. The ballot may be returned by the Member to the Association by electronic transmission.

An action is considered approved by the Members by ballot if the total number of Members voting or the total number of Member votes cast in ballots received by the Association by the time specified in the ballots equals or exceeds the quorum required to be present at a meeting to take the action, and the number of favorable votes equals or exceeds the number of votes that would be required to approve the action at a meeting at which the number of votes cast by Members present was the same as the number of votes cast by ballot. An invalid ballot, an abstention, or the submission of a ballot marked "abstain" with respect to any action does not constitute a vote cast on that action.

A Member may not revoke a ballot received by the Association.

Section 2.04 Articles and Bylaws. The Association shall be organized, governed and operated in accordance with its Articles of incorporation and Bylaws, which shall be consistent with the provisions and purposes of this Declaration. In the event there exists any conflict between the provisions contained within the Association Articles of Incorporation and Bylaws and the provisions contained within this Declaration, the provisions of this Declaration shall control.

Section 2.05 Directors. The right to manage the affairs of the Association shall be exclusively vested in the Association's Board of Directors. The Board of Directors shall consist of at least three (3) but no more than five (5) members, who shall be elected by the Members of the Association in accordance with the provisions of the Articles of Incorporation and Bylaws of the Association.

### ARTICLE III COVENANTS FOR MAINTENANCE AND CAPITAL CHARGES

Section 3.01. 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, and late charges, 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 and late charges, shall also be the personal obligation of all persons who were the Owners of such lot on the Assessment Date.

Section 3.02. 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 Subdivisions, and in particular for: (a) the maintenance and improvement of the Common Areas; (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 Subdivisions, 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 3.03. 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.

Section 3.04. Special Assessments. In addition to the annual Assessments, 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, 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 electronically called for that purpose must approve a special Assessment before it is imposed.

Section 3.05. Association Budget. The Board of Directors shall adopt the annual Association budget no later than January 31 for the assessment year of January 1 to December 31. The budget will be mailed to each Owner.

Section 3.06. Notice of Annual Assessments and Due Date. Within thirty (30) days from the beginning of each fiscal year of the Association, the Board of Directors shall send a written notice of assessment to each Owner stating the amount of the assessment established by the

Board of Directors for the ensuing year. Each Owner shall pay said assessment no later than March 31st of that year. Assessments not paid by such date shall be deemed delinquent and interest shall accrue on delinquent assessments at the rate of seven (7%) percent per annum. A late charge in the amount of \$25.00 per month, or such other amount as may be determined by the Board of Directors effective upon fifteen (15) days' notice to the members of the Association, shall be assessed automatically by the Association upon any assessment in default until paid in full. The Board of Directors, in its discretion, may establish an installment program for the payment of any regular, special or deficit assessment and may charge interest in connection therewith.

Section 3.07. Certificate With Respect to Assessments. Upon the written request of any Owner, the Association shall furnish, within a reasonable time, a written certificate regarding the status of any assessments levied against such Owner's Lots(s). Any such certificate, when properly issued by the Association, shall be conclusive and binding with regard to the status of the assessment as between the Association and any bona fide purchaser of said Lots (s) described in the certificate and the lender who has taken lien on the Lot as security for the repayment of a loan.

Section 3.08. Collection of Assessments and Foreclosure of Lien. If any assessment shall not be paid within thirty (30) days from the date payment is due, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the lien that secures payment of assessments, or both. No Owner may assert in answer or set-off to a complaint brought by the Association for nonpayment of assessments the fact that the Association or its agents have not provided services or management to the Owner.

Each Owner, and every other person who from time to time has any interest in the Property, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Owner and every other person who from time to time has any interest in the Property, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Lot with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Owner who purchases a Lot acknowledges that at the time of acquiring title to such Lot, the Owner was notified of the provisions of this section and that the Owner voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Lot. The Association, acting on behalf of all Owners, may bid in at the foreclosure sale, and acquire, hold, lease, mortgage or convey the Lot.

Notwithstanding the foregoing, neither a judicial foreclosure action shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Owner(s) at

his/her or their last known address, a written notice that assessment(s) levied against the pertinent Lot is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written Affidavit of an authorized representative of the Association that sets forth (i) the Affiant's capacity to make the Affidavit, (ii) the authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Lot(s), and (v) the name(s) of the Owner(s) of record. Such Affidavit shall be recorded in the office of the Oakland County Register of Deeds prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the Owner and shall inform the Owner that he/she may request a judicial hearing by bringing suit against the Association. The expenses incurred in collecting unpaid assessments, including interest, costs, reasonable attorney's fees (not limited to statutory fees), late charges, and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Owner in default and shall be secured by the lien on the Owner's Lot. An Owner in default shall not be entitled to utilize any of the Common Areas, shall not be entitled to vote at any meeting of the Association, and shall not be entitled to run for election as a director or be appointed an officer of the Association, and shall not vote as, or otherwise serve as, a director or officer, so long as such default continues; provided, however, this provision shall not operate to deprive any Owner of ingress or egress to and from the Owner's Lot.

Section 3.09. 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 3.10. 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. 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 3.11. 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 IV COMMON AREAS

Section 4.01. Dedication of Common Areas. The Declarant has dedicated and conveyed to each Owner a right and easement of enjoyment in and to the Common Areas.

Section 4.02 Easements. Each Owner, and his/her respective successors and assigns, has been granted 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 4.03 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 4.03 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 III 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.

Section 4.04. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his/her right of enjoyment and use of the Common Areas to the members of his/her family, his/her invitees, his/her tenants or purchasers who reside on his/her Lot, subject to the terms and conditions of this Declaration, the Bylaws and any rules and regulations promulgated pursuant to either of them.

Section 4.05. Association's Right to Dedicate or Transfer Property. The Association reserves the right to dedicate 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 required by law or in the best interest of the Subdivisions as determined by the Association.



Section 4.06. Other Easements. The Association and the City of Novi, their agents and representatives, shall have a perpetual easement for reasonable access to the Common Areas at all reasonable times for purposes of maintenance, repair, operation and improvement thereof.

There are private easements within the Common Areas for the construction, installation, repair, maintenance and replacement of public utilities and all related equipment, facilities and appurtenances as shown on the recorded plats. Planting, fencing (where permitted), or other lot line improvements shall be allowed in the easement area, 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 Subdivisions 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 4.06.1. Entryway Easement. Declarant has dedicated and reserved for the benefit of, 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 B 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 Association shall bear the cost of electricity and water used for the lighting and irrigation of these areas..

Section 4.06.2. Subdivision Sign Easement. Declarant has dedicated and reserved an easement for the benefit of the Association and each Owner for the construction, maintenance, repair, replacement 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. It shall be the responsibility of the Association to maintain, repair, and replace the signs.

Section 4.06.3. Greenbelt Easement. Declarant has dedicated and reserved an easement for the benefit 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 Association shall maintain, repair, and replace the landscaping, sod, seed, shrubs, trees, and irrigation (sprinkler) system t in the Greenbelt Easement areas. No Owner may remove or disturb any portion of the berms or the landscaping or irrigation (sprinkler) system within the Greenbelt Easement areas without the prior approval of the Association.

Section 4.06.4. Breakaway Gate and Permanent Landscape Berm Easement. The Declarant has dedicated and reserved an easement for the benefit of 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 southernmost 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 Subdivisions, the Association.

Section 4.06.5. 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 or the Association 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.. 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 4.07. General Maintenance Obligations. The 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 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 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 4.08. City Enforcement of Maintenance Obligations. In the event that the Association shall at any time fail to carry out the responsibilities specified in Section 4.07 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 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 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 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 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 Association, and, in such event, the Association shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

Section 4.09. 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 Subdivisions, 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 4.10. 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 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 4.11. Maintenance of Greenbelt Easement. The Association shall maintain, repair, and replace, as necessary, all landscaping and irrigation (sprinkler) systems installed within the Greenbelt Easement. The Association shall bear the cost of irrigating the Greenbelt Easement areas.

Section 4.12. 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 within the Breakaway Gate and Permanent Landscaped Berm Easement. The Association shall bear the cost of irrigating the Permanent Landscaped Berm Easement areas.

Section 4.13. Maintenance of Sign Easement. The Association shall maintain, repair, and replace, as necessary, the signs constructed in the Sign Easement Area. The Association shall also bear the cost of lighting the signs.

Section 4.14. Maintenance of Common Areas. The Association shall maintain and improve, as necessary, the Common Areas in a safe and sanitary condition.

Section 4.15. Restrictions on Use of Common Areas. 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 Subdivisions or the sanitary or storm sewer drains serving the Subdivisions. 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 III.

Section 4.16. Rules. The Association's Board of Directors 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, and may impose fines upon Owners who violate the published rules and regulations

Section 4.17. 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, 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 V  
ARCHITECTURAL CONTROLS

Section 5.1. Architectural Review. 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 Association's Board of Directors may nominate members of the Board as members of the Committee. The architectural committee shall not have any liability whatsoever to an Owner or third party for approving or disapproving any plan or specification.

Section 5.2. 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 Section 5.3.

Section 5.3. 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 5.4. 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.

Section 5.5. Disapproval of Plans or Improvements. The Committee may disapprove plans because of noncompliance with any of the restrictions set forth in 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 Subdivisions or with improvements erected or to be erected on other Lots in the Subdivisions, including purely aesthetic considerations. The Committee shall not be liable for the approval or disapproval of any plan.

Section 5.6. 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 5.7. 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 5.8. 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.

## ARTICLE VI BUILDING AND USE RESTRICTIONS

Section 6.01. Land and Building Use Restrictions. All Lots shall be used for private 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 private 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 penalties and sanctions as if the Owner himself violated the Declaration, Bylaws or any rules and regulations.

Section 6.02. 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 6.03. Garages. All garages must be attached to the dwelling. No garage shall provide space for less than two (2) automobiles.

Section 6.04. 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 6.05. 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 6.06. Lot Splits. Lot splits shall be prohibited.

Section 6.07 Maintenance of Improvements. Each Owner shall keep all improvements on his/her 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 Subdivisions as a whole or any area of the Subdivisions.

Section 6.08. Home Occupations, Nuisances and Animals. No home occupation, profession or commercial activity shall be conducted in any dwelling located in the Subdivisions. No noxious or offensive activity shall be carried on in or upon on any Lot or premises nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, other than normal construction activity. No chickens or other fowl or livestock shall be kept or harbored on any Lot. No animals or birds shall be maintained on any Lot, except customary house pets for domestic purposes only. All pets maintained on any Lot shall have such provisions and care so as not to become offensive to neighbors or to the community on account of noise, order, unsightliness and no household pets shall be bred, kept or maintained for any commercial purposes whatsoever. All dogs must be kept on a leash in the Common Areas at all times. Each Owner shall be responsible for the immediate collection and proper disposal of all fecal matter deposited by any pet maintained by such Owner. No dog which barks and can be heard on a frequent or continuing basis such as to be a nuisance to other Lot Owners is permitted. No burning of refuse shall be permitted outside the dwelling, except that the burning of leaves shall be permitted if allowed by ordinance of the City of Novi. No Lot shall be used or maintained as a dumping ground for rubbish or trash, whether occupied or not.

Section 6.09. Weapons. No Owner of a Lot shall use or discharge within the Subdivisions, nor shall he/she permit any occupant of any Lot which he/she owns, or his or her invitees or guests, to use or discharge within the Subdivisions, any BB guns, firearms, rifles, shotguns, handguns, pellet guns, crossbows or archery equipment.

Section 6.10. Septic Tanks and Wells. No septic tank systems shall be dug, installed, constructed or maintained on any Lot. Subsequent to that time, no wells shall be drilled, dug, installed, constructed, or maintained on any Lot except with the permission of the Association's Board of Directors

Section 6.11. 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 6.12. 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 seventy-two (72) hours.



Section 6.13. Trash and Garbage. No Owner shall throw or allow to accumulate on his/her 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 Subdivisions or the sanitary or storm sewer drains serving the Subdivisions. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, Garbage containers shall be left at the back of the home or side of the home such that they are concealed from public view and they 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 Subdivisions and require each Owner to utilize the service of that contractor at the Owner's expense.

Section 6.14. 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 or stored more than 72 hours on on any Lot, unless stored fully enclosed within an attached garage. Commercial vehicles and trucks shall not be parked in the Subdivisions except while making normal deliveries or pickups in the normal course of business.

Section 6.15. Laundry. Only the use of temporary drying racks are permissible. The racks must be located in the direct rear of the home and must be located no further than ten (10) feet from the rear of the home. The temporary racks are only permitted for a period of no longer than twenty four (24) hours. Each twenty four hour (24) period cannot not be consecutive and must be separated by a twenty four (24) hour period.

Section 6.16. Grade. The grade and topography of any Lot in the Subdivisions may not be changed after original construction without the written consent of the Committee and the Municipality.

Section 6.17. 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. All pools must be pre-approved by the architectural control committee.

Section 6.18. Satellite Dishes. No satellite dish larger than one meter (39.37 inches) in diameter is permitted. The location of satellite dishes shall be established by rules and regulations adopted by the Board of Directors in conformance with the Federal Communications Commissions' regulations as may exist from time to time. Such rules shall not unreasonably delay or prevent installation, maintenance or use of a permitted dish, unreasonably increase the cost of installation, maintenance or use of a permitted dish, or preclude reception of an acceptable quality signal. Such rules and regulations may establish locations where a dish may not be installed as long as the preceding rules are not violated. An approved dish shall not be installed on the front or side planes of a house or garage, nor on the front portion of a roof of a house (the portion of the roof sloping toward the front of a Lot) and shall be shielded from view to the maximum extent possible; provided, however, that nothing herein requires installation where an acceptable quality signal cannot be received or which will trigger excessive costs.

Section 6.19. 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. All exterior lighting must adhere to applicable City ordinances.

Section 6.20. Utility Lines. All utility lines, including electric, gas, telephone and cable television, must be installed underground.

Section 6.21. 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 6.23. 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 6.24. 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 6.25. 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 around swimming pools by Owners as required by the Municipality. 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 and reviewed by architectural control committee.

Section 6.26. 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... Temporary political signs may be displayed two (2) months prior to the election date and must be removed no later than two weeks after the election day.

Section 6.27. 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 6.28. 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 within thirty (30) days in order to prevent an unsightly or unsafe condition.

Section 6.29. Tree Maintenance and Removal. No living tree of a height of twenty feet (20') or more or more than eight (8'") 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 diseased, blighted, or fallen 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 6.30. Sidewalks. Each Owner shall have a concrete sidewalk in the road right-of-way adjacent to his/her Lot and shall maintain, repair and replace such sidewalk in accordance with the requirements of the Municipality and the Association. Each Owner shall keep these sidewalks properly edged to prevent the growth of grass or any other plant material over the sidewalk.

Section 6.31. Tree Planting Obligation of Each Owner. 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 or better.

Section 6.32. Uniform Mailboxes. Uniform mailboxes shall be installed for each Lot in the Subdivisions, in accordance with the approved mailbox plan from the Novi Post Office. Each Owner is responsible for installing a mailbox within 60 days which shall only be the type approved by the Association's Board of Directors and shall be uniform throughout the Subdivisions. An Owner may not install or maintain a mailbox not approved by the Association's Board of Directors. An Owner shall be responsible for the maintenance, repair, or replacement of the Owner's mailbox.

Section 6.33. Wetlands. No Wetlands shall be modified in any manner by any person or entity other than 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 Subdivisions. The owners of these lots shall refrain from depositing any material, removal of any soils, minerals and/or vegetation, dredging, filing 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 6.34. Floodplains. The floodplain elevations established for the Subdivisions, based upon the National Flood Insurance Program Flood Insurance Rate Map, Community 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 6.35. Maintenance of Lots. Each Owner shall maintain his/her Lot in such a manner so that it does not detract from the appearance of the Subdivisions. In particular, Owners must maintain their lawns through regular mowing (including edging), fertilizing, and watering during the spring, summer, and fall seasons, and keep the lawn reasonably free of weeds. Tree branches, landscaping debris, and shrubs/plantings that have been removed, shall be placed in brown landscape bags for disposal, and shall not be left curbside more than 24 hours before the scheduled trash pickup. Garbage containers shall be stored so that they are not visible from the road and they shall not be left curbside more than 24 hours before the scheduled trash pickup. Holiday lights and decorations must be taken down within a reasonable time following the holiday. In the event of a violation of this Section, an Owner will receive reminder/correction

notices for the first four weeks, as necessary. Thereafter, if the violation continues or reoccurs, fines will be levied by the Association as follows:

- |              |   |  |
|--------------|---|--|
| Reminder # 1 | - | 2 weeks will be given for correction         |
| Reminder # 2 | - | Another 2 weeks will be given for correction |
- Thereafter,
- |          |   |                    |
|----------|---|--------------------|
| Fine # 1 | - | \$25 per violation |
| Fine # 2 | - | \$50 per violation |

Subsequent violations will be reported to the City of Novi.

## ARTICLE VII ENFORCEMENT

Section 7.01. Enforcement. 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 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 7.02. Right of Entry. 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 Association detracts from the overall attractiveness of the health and welfare of the Subdivisions. 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 Association shall be under no obligation to take such affirmative action. Any cost incurred in such action by the Association shall be chargeable against the Owner and shall constitute a lien against the Lot.

Section 7.03. 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.

## ARTICLE VIII GENERAL PROVISIONS

Section 8.01. Amendment. The covenants, conditions, restrictions and agreements of this Declaration may be amended by a written instrument recorded in the office of the Oakland County Register of Deeds, approved by sixty-six and two-thirds (66 2/3 %) percent of the total Lot Owners eligible to vote.

Section 8.02. Term. The covenants, conditions, restrictions and agreements of this Declaration shall continue in full force and effect and shall run with and bind the land for a period of twenty (20) years from the date this Declaration is recorded and shall thereafter automatically be extended for successive periods of ten (10) years each, unless terminated by written instrument approved by sixty-six and two-thirds (66 2/3 %) percent of the total Lot Owners eligible to vote.

Section 8.03. Severability. The invalidation of any one or more of the covenants, conditions, restrictions and agreements of this Declaration by judgment or court order, shall in no way affect the validity of any of the other provisions of this Declaration, and the same shall remain in full force and effect.

Section 8.04. Insurance Proceeds. All proceeds of any insurance maintained with respect to any assets of the Association, and the Common Areas, and all proceeds of any condemnation proceedings or sales in lieu of condemnation relating to the assets of the Association or the Common Areas shall be paid to the Association and shall be the property of the Association and not of its Members or any other persons or entities.

Section 8.05. Notices. Each Owner shall file the correct mailing address of such Owner with the Association and shall promptly notify the Association in writing of any subsequent change of address. A written or printed notice, deposited in the United States Mail, postage prepaid and addressed to any Owner at his last known address shall be sufficient and proper notice to such Owner, wherever notices are required in this Declaration.

Section 8.06. Execution of Additional Documents. Each of the Owners, at no expense to itself, hereby agrees, at the request of the Association, to perform such further acts and execute all such further documents as may be required or desirable in the sole discretion of the Association to carry out the purposes of this Declaration.

#### CERTIFICATION

The undersigned, being the President of Willowbrook Farm Homeowners Association, a Michigan nonprofit corporation, hereby certifies that the foregoing Third Amended and Restated Declaration of Covenants, Easements, Building and Use Restrictions of Willowbrook Farm Subdivision and Willowbrook Farm Subdivisions Nos. 2 through 4 received the affirmative written approval of more than 75% of the Owners/Members of the Association.

\_\_\_\_\_  
Name: \_\_\_\_\_, President



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  $89^{\circ}X37'00''$  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  $89^{\circ}X37'00''$  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  $00^{\circ}X02'22''$  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  $26^{\circ}X39'31''$ , AND A CHORD BEARING AND DISTANCE OF NORTH  $13^{\circ}X06'32''$  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  $26^{\circ}X$ ); THENCE NORTH  $26^{\circ}X26'18''$  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  $26^{\circ}X23'$  EAST); THENCE NORTH  $63^{\circ}X33'42''$  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  $15^{\circ}X52'33''$ , AND A CHORD BEARING AND DISTANCE OF NORTH  $55^{\circ}X37'24''$  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  $00^{\circ}X02'22''$  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  $89^{\circ}X37'00''$  EAST, 138.00 FEET, THENCE NORTH  $00^{\circ}X00'35''$  WEST, 991.73 FEET; THENCE SOUTH  $71^{\circ}X12'55''$  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  $00^{\circ}X01'36''$  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  $89^{\circ}X37'00''$  WEST, 67.35 FEET; THENCE SOUTH  $00^{\circ}X02'22''$  EAST, 651.64 FEET; THENCE SOUTH  $89^{\circ}X37'00''$  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  $09^{\circ}X58'32''$ , AND A CHORD BEARING AND DISTANCE OF SOUTH  $36^{\circ}X57'45''$  WEST, 45.21 FEET; THENCE SOUTH  $41^{\circ}X57'02''$  WEST, 152.55 FEET; THENCE SOUTH  $00^{\circ}X02'22''$  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°03'18" 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°03'18" east, 583.63 feet, along the west line of said section 24, and the centerline of said Meadowbrook road; thence north 89°36'57" east, 402.38 feet; thence north 44°26'07" east, 253.98 feet; thence north 56°31'20" east, 443.56 feet; thence south 71°12'55" east, 98.06 feet; thence south 18°47'05" west, 125.00 feet; thence south 71°12'55" east, 80.00 feet; thence south 56°34'14" east, 47.24 feet; thence south 20°50'46" east, 45.33 feet; thence south 13°31'54" west, 57.04 feet; thence south 22°18'10" west, 80.11 feet; thence south 70°41'28" east, 129.18 feet; thence north 19°18'32" east, 29.83 feet; thence south 70°41'28" east 150.11 feet; thence north 84°08'51" east, 48.53 feet; thence north 28°37'28" east, 91.89 feet; thence north 00°00'35" west, 320.10 feet; thence north 53°46'02" west, 43.99 feet; thence north 53°15'44" east, 150.69 feet; thence north 51°43'57" east 60.02 feet; thence north 18°47'05" east, 169.77 feet; thence south 71°12'55" east, 129.80 feet, to a boundary corner of "Willowbrook farm subdivision", as recorded in liber 254 of plats, on pages 1 through 5, inclusive, Oakland county records; thence south 00°00'35" east 991.73 feet, along the westerly boundary of said "Willowbrook farm s 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.

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