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LIBER 55176 PAGE 802
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\$4.00 REMONUMENTATION
11/16/2020 02:26:09 P.M. RECEIPT# 191788
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LISA BROWN, CLERK/REGISTER OF DEEDS

**THIRD AMENDED AND RESTATED DECLARATION OF
EASEMENTS, COVENANTS AND RESTRICTIONS
FOR BRADFORD OF NOVI SUBDIVISION
BRADFORD OF NOVI SUBDIVISION NO. 2 AND
BRADFORD OF NOVI SUBDIVISION NO. 3**

WHEREAS, BRADFORD OF NOVI HOMEOWNER'S ASSOCIATION, a Michigan nonprofit corporation, whose address is PO Box 198, Novi, Michigan 48376 (the "Association") is the corporation formed to maintain and operate the common entranceway and other common areas for the benefit of homeowners in Bradford of Novi Subdivision, Bradford of Novi Subdivision No. 2, and Bradford of Novi Subdivision No. 3, located in the City of Novi, County of Oakland, State of Michigan, as described in Exhibit A attached hereto, which were established as subdivisions pursuant to the plats thereof as recorded in Liber 191, Pages 14 and 15, ("Bradford of Novi Subdivision"), in Liber 213, Pages 1, 2 and 3, ("Bradford of Novi Subdivision No. 2"), and in Liber 221, Pages 18 through 21, ("Bradford of Novi Subdivision No. 3"), Oakland County Records (Bradford of Novi Subdivision, Bradford of Novi Subdivision No. 2, and Bradford of Novi Subdivision No. 3 are also referred individually as "Subdivision" and collectively as "Subdivisions");

WHEREAS, the Declaration of Easements, Covenants and Restrictions was dated October 27, 1986 and recorded on December 30, 1986 in Liber 9701, Pages 373 through 410, Oakland County Records, as amended by a First Amended and Restated Declaration of Easements, Covenants and Restrictions dated August 3, 1990 and recorded on August 20, 1990 in Liber 11520, Pages 505 through 545, as amended by a Second Amended and Restated Declaration of Easements, Covenants and Restrictions dated July 27, 1992 and recorded on October 2, 1992 in Liber 12962, Pages 401 through 445, Oakland County Records (collectively the "Declaration");

WHEREAS, the Declaration reserved the power to amend the Declaration with the approval of a majority of the Owners;

WHEREAS, the Association desires to amend and restate the declaration to prevent its lapse and continue to provide for the preservation and enhancement of the property values and

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amenities in each of the Subdivisions and for the maintenance of certain common areas (the "Common Areas") as defined below;

NOW, THEREFORE, for all Owners of Lots in Bradford of Novi Subdivision, Bradford of Novi Subdivision No. 2, and Bradford of Novi Subdivision No. 3, and future Owners of the various Lots comprising the Subdivisions, the Association 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 Subdivisions and on their respective heirs, personal representatives, successors and assigns.

ARTICLE I
DEFINITIONS

Section 1. Definition of Terms

The words and phrases below are defined as follows:

- a. "Association" shall mean and refer to Bradford of Novi Homeowner's Association, a Michigan non-profit corporation, its successors, and assigns;
- b. "Association Documents" shall mean the Declaration, Bylaws, and any duly adopted Rules and Regulations.
- c. "Bylaws" shall mean and refer to the bylaws of the Association;
- d. "Common Areas" shall mean those areas of land within the Subdivisions (including the improvements thereto) now or hereafter owned by the Association for the common use and enjoyment of the Owners. The Common Areas to be owned by the Association will include the areas designated as parks on the Plats;
- e. "Declaration" shall mean and refer to this Third Amended and Restated Declaration of Easements, Covenants and Restrictions and any amendments as recorded in the office of the Oakland County Register of Deeds, State of Michigan;
- f. "Lot" shall mean and refer to any numbered lot shown on the recorded plats of the Subdivisions;
- g. "Member" shall mean and refer to those persons entitled to membership in the Association, as provided in this Declaration;
- h. "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. Owner includes land contract vendees and land contract vendors, who are considered jointly and severally liable under

this Declaration. Those persons having any interest in a Lot merely as security for the performance of an obligation are not included. When more than one person or entity is the Owner of a Lot, all such persons or entities shall be Members, however each Lot shall have only one vote;

i. "Parks" shall mean and refer to the nature preserves designated on the Plats as Bradford Park, Carlisle Park and Windemere Park, Yusuf Ibrahim Hanania Park East and Yusuf Ibrahim Hanania Park West, and any other areas subsequently designated as private parks or on the Plats;

j. "Plats" shall mean and refer to the plats of the Subdivisions, recorded in the office of the Oakland County Register of Deeds; and

k. "Subdivisions" shall mean and refer to Lots 1 through 54, inclusive, of Bradford of Novi Subdivision, Lots 55 through 101, inclusive, of Bradford of Novi Subdivision No. 2 and Lots 102 through 138, inclusive, of Bradford of Novi Subdivision No. 3.

ARTICLE II

ESTABLISHMENT AND DEDICATION

Section I. Establishment of Non-Profit Corporation.

Bradford of Novi Homeowner's Association has been established as an association of Owners of Lots 1 through 54, inclusive, Bradford of Novi Subdivision, and Lots 55 through 101, inclusive, of Bradford of Novi Subdivision No. 2, and Lots 102 through 138, inclusive, of Bradford of Novi Subdivision No. 3. The Association was incorporated on August 5, 1987. The Association is organized as a non-profit corporation for a perpetual term under the laws of the State of Michigan and has such powers as are enumerated in this Declaration as well as those set forth in the corporate Articles of Incorporation and Bylaws for the Association.

Section 2. Dedication of Common Area.

The Common Areas have been dedicated to the Owners of Lots in the Subdivisions. Each Owner of a Lot in the Subdivisions shall have a right and easement of enjoyment in and to the Common Areas. Title to the Common Areas is vested in the Association subject to the rights and easements of enjoyment in and to such Common Areas by the Owners. Said easement of enjoyment shall not be personal but shall be appurtenant to the Lots and shall pass with the title to the Lots even if not specifically set forth in the deeds of conveyance of the Lots.

**ARTICLE III
PROPERTY RIGHTS**

Section 1. Owner's Easement of Enjoyment.

Each Owner and their respective successors and assigns shall have appurtenant, non-exclusive, and perpetual easements for pedestrian ingress and egress over the Common Areas.

Section 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 and/or third parties 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 VI below;

b. The right of the Association to suspend the voting rights and right to use the Common Areas by an Owner, for any period during which any assessment against his Lot remains unpaid and 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; and

c. 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 and the Subdivision Control Act of 1967, as amended. No such dedication, grant, or transfer shall be effective unless an instrument agreeing to such dedication, grant, or transfer is signed fifty-one (51%) percent of the Members has been recorded.

Section 3. Delegation of Use.

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

Section 4. Utility and Storm Drainage Easements.

The Association 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 are reserved to the Association and its successors and assigns, as shown on the

Plat, in, on, under and over the Common Area, and also in, on, under and over a strip of land in width on the side, the front and along the rear of certain Lots as shown on the Plat.

b. Private easements for public utilities are granted and reserved as shown on the Plat.

The use of all or part of such easements may at any time or times hereafter be granted or assigned by the Association or its successors or assigns, to any person, firm, corporation, governmental unit or agency which furnishes such services or utilities.

No buildings 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 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 5. Alteration of Common Areas and Easements.

The Association reserves the right to grant easements through any of it in accordance with the Subdivision Control Act, Act No. 288 of 1967, as amended, for the purposes of allowing the installation, construction, repairs, enlargement, modification or removal of any utility lines, television cable, drainage facilities or any other improvements which would serve the Subdivision.

Section 6. Signage

The Association reserves the right to own and maintain a sign at each entrance of the Subdivisions, which shall bear the name "Bradford of Novi" and to maintain an easement for such signs as shown on the Plats for the Subdivisions.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 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. Voting Rights.

Each Owner shall be entitled to one vote for each Lot owned. When more than one person owns an interest in a Lot, all such persons shall be Members and the vote for such Lot shall be exercised by the designated representative of the Co-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. In the case of a Lot Split, the vote for such Lot shall be exercised by the designated representative of the resulting Owners as they shall determine. In no event shall more than one vote be cast with respect to any one Lot. 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 3. 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 Non-profit Corporations Act.

**ARTICLE V
COVENANT FOR ASSOCIATION ASSESSMENT**

Section 1. Creation of the Lien and Personal Obligation of Assessments.

Each Owner of a Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed or land contract or execution of land contract to purchase a Lot; is deemed to covenant and agree to pay to the Association: (1) annual general assessments and (2) special assessments. Such assessments shall be established and collected as hereinafter provided. The general and special assessments, together with interest thereon at the highest rate permitted by law, collection costs, including actual attorney fees (not limited to statutory fees), shall be charged on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest thereon at the highest rate permitted by law, and collection costs, including actual attorney fees (not limited to statutory fees), shall also be the personal obligation of all persons who were Owners of the Lots at the time such assessments fell due. In addition to an Owner who is also a land contract seller, the land contract purchaser shall be personally liable for the payment of all assessments (including late charges and costs of collection and enforcement of payment) pertinent to the subject Lot which are levied up to and including the date upon which the land contract seller actually takes possession of the Lot following extinguishment of all rights of the land contract purchaser in 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. Upon the sale or conveyance of a Lot, all unpaid assessments, interest, late charges, fines, costs, and attorney fees against a Lot shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except the following:

(a) Amounts due the state, or any subdivision thereof, or any municipality for taxes and special assessments due and unpaid on the Lot.

(b) Payments due under a first mortgage having priority thereto.

A purchaser or grantee is entitled to a written statement from the Association setting forth the amount of unpaid assessments, interest, late charges, fines, costs, and attorney fees against the seller or grantor. Unless the purchaser or grantee requests a written statement from the Association, at least 5 days before sale, the purchaser or grantee shall be liable for any unpaid assessments against the Lot together with interest, costs, fines, late charges, and actual attorney fees (not limited to statutory fees) incurred in the collection thereof.

Section 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 the improvement and maintenance of the Common Areas now or hereafter owned by the Association; for the payment of taxes and special assessments relating to the Common Areas, and facilities thereon and other property under the control of the Association, including any subdivision entrances; for planting and maintenance of trees, shrubs and grass; for the acquisition of additional Common Areas; for construction, operation and maintenance of recreational facilities; for caring for vacant Lots; for maintaining and replacing the entryway sign and landscaping; for maintaining and replacing street identification signs; for maintaining drainage facilities, which service the Subdivision whether inside or outside of the Subdivision boundaries; for providing community services, and for obtaining insurance for the protection of the Owners and for establishing and maintaining appropriate reserves for those purposes.

Section 3. Determination of Assessments.

Both the general and special assessments shall be set by the Board of Directors at a uniform rate for all Lots. In the case of a Lot Split, the assessments for such Lot shall be divided between the resulting Owners on a formula based on their relative square footage.

An adequate reserve fund for maintenance, repairs, and replacement of those Common Areas that must be replaced on a periodic basis shall be established in the budget. At a minimum, the reserve fund shall be equal to twenty percent (20%) of the Association's current annual budget on a non-cumulative basis. Since the minimum standard required by this Section may prove to be inadequate, the Association should carefully analyze the current needs of the Subdivisions to determine if a greater amount should be set aside, or if additional reserve funds should be

established for other purposes from time to time. The funds contained in such reserve fund should be used for major repairs and replacements of Common Areas.

Section 4. Maximum Annual Assessment.

The annual assessments shall not exceed the following amounts:

a. From and after January 1 of the year immediately following the first conveyance of a Lot to any Owner, the annual assessment may be increased each year without a vote of the members by an amount of not more than fifteen (15%) percent of the assessment for the previous year; and

b. From and after January 1 of the year immediately following the first conveyance of a Lot to an Owner, the annual assessment may be increased by an amount in excess of fifteen (15%) percent only by a vote of fifty-one (51%) percent of the Members or of proxies entitled to cast votes, at a meeting of the Association duly called for that purpose.

Section 5. Additional Assessments for Shortfalls; Special Assessments for Acquisitions and Capital Improvements.

In addition to the annual assessments authorized above, If the Board of Directors at any time determines in its sole discretion that the assessments levied are or may prove to be insufficient to pay the costs of operation, management, maintenance, and repair of the Subdivisions, or in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments without Owner approval as it shall deem to be necessary.

The Association may levy against each Owner, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any acquisition of land or easements to be added to the Common Areas, the construction, reconstruction, repair or replacement of any improvement upon the Common Areas and other areas under the control of the Association, including subdivision entrances. Any special assessment shall have the consent of Members or of proxies entitled to cast fifty-one (51%) percent of the votes at a meeting duly called for that purpose.

Section 6. Notice and Quorum for Action Authorized Under Sections 4 and 5.

Written notice shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of any meeting called for the purpose of taking any action authorized under Sections 4 or 5 of this Article. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty (50%) percent 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 7. 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, semiannual or annual basis. Written notice of the annual assessment shall be sent to every Owner subject thereto, although the failure to deliver a copy of the notice to each Owner shall not affect the liability of any Owner for any existing or future assessments.

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 8. Default in Payment.

The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. A late charge shall be assessed for any assessment in default paid more than ten (10) days after its due date. The late charge shall be in the amount of Twenty-Five Dollars (\$25.00) for the first month and Ten Dollars (\$10) each subsequent month that such default continues, or such other amount as may be determined by the Board of Directors from time to time. In the event the Board establishes a new late charge amount, it shall give written notice to all members thirty (30) days before the new late charge rate shall become applicable. Such late charge shall not be deemed to be a penalty or interest upon the funds due to the Association but is intended to constitute a reasonable estimate of the administrative costs and other damages incurred by the Association in connection with the late payment of assessments. Assessments in default shall bear interest at the rate of seven percent (7%) per annum or such higher rate as may be allowed by law until paid in full. All payments shall be applied: first to the costs of collection, including actual attorney fees (not limited to statutory fees); second against late and/or administrative charges; third, towards interest; and finally against assessments in order of oldest delinquency.

Section 9. Effect of Non-payment of Assessments; Remedies of the Association.

A. Remedies. 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. No Owner may assert in an 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.

B. Foreclosure Proceedings. Each Owner, and every other person who from time to time has any interest in the Subdivisions, 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 purpose 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 Subdivisions, shall be deemed to have authorized and empowered the Association to sell or to cause the Unit to be sold 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 of a Lot in the Subdivisions acknowledges that at the time of acquiring title to such Unit, 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 Unit. The Association, acting on behalf of all Owners, may bid in at the foreclosure sale, and acquire, hold, lease, mortgage or convey the Lot.

C. Expenses of Collection. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney's fees (not limited to statutory fees), late charges, unpaid monetary fines and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Owner in default including late charges and unpaid monetary fines, if any, and shall be secured by the lien on the Owner's Lot. In the event of default by any Owner in the payment of any installment of the annual assessment levied against the Owner's Lot, and/or in the event of default by any Owner in the payment of any installment and/or portion of any additional or special assessment levied against the Owner's Lot, or any other obligation of an Owner which, according to this Declaration or the Bylaws, may be assessed to and collected from the responsible Owner in the manner provided in Article V hereof, the Association shall have the right to declare all unpaid installments of the annual assessment for the applicable fiscal year (and for any future fiscal year in which said delinquency continues) and/or all unpaid portions or installments of the additional or special assessment, if applicable, immediately due and payable. The Association also may discontinue the furnishing of any utility or other services to an Owner in default upon seven (7) days written notice to such Owner of its intention to do so. An Owner

in default shall not be entitled to utilize any of the Common Areas of the Subdivisions, shall not be entitled to vote at any meeting of the Association, and shall not be entitled to run for election or serve as a director or be appointed an officer of the Association 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. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Lot from the Owner thereof or any person claiming under such Owner.

Section 10. Exempt Property.

All Common Areas and all other property exempt from taxation by state or local governments or dedicated for public use, shall be exempt from the assessment, charge and lien created herein.

Section 11. Subordination of the Lien to First Mortgages of Record.

The lien of the assessments provided for herein shall constitute a lien on the Lot or Lots in the Subdivisions owned by the Owner at the time of assessment before other liens except tax liens on the lot in favor of any state or federal taxing authority and sums unpaid on a first mortgage of record, except that past due assessments that are evidenced by a recorded notice of lien have priority over a first mortgage recorded subsequent to the recording of the notice of lien. 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. No sale or transfer shall relieve such Lot from liability for any assessment becoming due after such sale or from the lien thereof.

Section 12. Right of City to Assess.

If the Association fails to levy and collect an assessment for maintenance and it becomes necessary for the City of Novi to incur expenses related to maintenance, the City of Novi 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 VI

ARCHITECTURAL REVIEW

Section 1. Architectural Review Committee.

No building, fence, wall, deck, swimming pool, mailbox, swing set or play structure, outbuilding or other structure, landscaping 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 or change in the landscaping 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 Board of Directors. Committee members are required to be members of the Association. Each member of the Committee shall serve until he resigns or is replaced by a subsequent appointee.

Neither the Association nor the Committee shall have any liability whatsoever for the approval or disapproval of any plans or specifications.

Section 2. Preliminary Plans.

Preliminary plans may first be submitted to the Committee for preliminary approval.

Section 3. Plans and Specifications

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

- a. Complete plans and specifications sufficient to secure a building permit in the City of Novi, including a dimensioned plot plan showing the Lot and placement of all improvements;
- b. Front elevation, side elevation 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 covering and any fences and walls;
- e. One set of blueprints to be left with the Committee until construction is complete;
- f. A complete set of landscaping plans; and
- g. Any other data, drawings, or materials which the Committee requests 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 VII of this Declaration, except in cases where waivers have been granted as provided for in the said Article.

Section 5. Disapproval of Plans or Improvements.

The Committee may disapprove plans because of noncompliance with any of the restrictions set forth in Article VII of this Declaration, or because of dissatisfaction 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 .

Section 6. Approval Time Schedule.

In the event the Committee fails to approve or disapprove plans within thirty (30) days after proper submission, 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.

Section 7. Committee Approval.

Committee approval shall be deemed given if the plans and specifications submitted for approval are marked or stamped as having been finally approved by the Committee and are dated and signed by two (2) members of the Committee who were validly serving on the Committee on the date of such approval.

Section 8. Review Fee.

The Committee may charge a review fee of a maximum of Two Hundred Fifty (\$250.00) Dollars to any Owner for the purposes of reviewing plans for the construction of a residence or such other amount as may be determined by the Board of Directors from time to time. In the event the Board establishes a new review fee amount, it shall give written notice to all members thirty (30) days before the new review fee amount shall become applicable. 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 VII

BUILDING AND USE RESTRICTIONS FOR THE SUBDIVISION

Section 1. Use of Lots.

All Lots shall be used for single-family residential purposes only and no building of any kind whatsoever shall be erected, re-erected, moved or maintained thereon except one single-family dwelling house and appurtenant attached structures on each Lot as hereinafter provided. Each house shall be designed and erected for occupation by a single private family. A private attached garage for the sole use of the occupants of the Lot upon which the garage is erected must also be erected and maintained. No Owner shall carry on any business enterprise or

commercial activities anywhere on the Common Areas or within the Lots, including without limitation for profit or nonprofit group home, day care, adult foster care, nursing facilities, transitional housing and similar enterprises; provided, however, that Owners shall be allowed to have home offices in their Units so long as the same (1) do not involve additional pedestrian or vehicular traffic by customers, users or beneficiaries of the services being performed and/or congestion within the Subdivisions, (2) do not utilize or involve the presence of any employees within the Lot other than the individual Owner(s) and their families, (3) do not disturb other Owners, (4) do not involve additional expense to the Association (such as utility charges and insurance), (5) do not violate any other provision or restriction contained in the Association Documents, (6) do not involve the storage of bulk goods for resale, and (7) do not constitute a violation of any ordinances or regulations of the City of Novi. 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, the living area thereof shall be no less than One Thousand Eight Hundred (1,800) square feet; in the case of a two-story building, the living area thereof shall be no less than Two Thousand (2,000) square feet; and in the case of a quad-level or tri-level building, the living area thereof shall be no less than Two Thousand (2,000) square feet. No building greater than two and one-half (2-1/2) stories shall be constructed. 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. All garages must be attached or architecturally related to the dwelling. Garage doors shall not face the street on which the residence fronts. The Committee may grant such exceptions to this restriction as it deems suitable. No garage shall provide space for less than two (2) automobiles. All garages shall be side entry only, with the garage door not facing the street.

Section 3. Minimum Yard Requirements.

No building on any Lot shall be erected nearer than:

- a. Thirty (30) feet from the front lot line; nor
- b. Ten (10) feet from the side lot line; nor
- c. Thirty-five (35) feet from the rear lot line; nor

d. Thirty (30) feet from the exterior side lot line on corner lots.

Approval of a variance by the Committee and the City of Novi permitting front, rear or side yards smaller than the above minimums shall be deemed a valid waiver of this restriction.

Section 4. Floodplains.

Portions of certain Lots in the Subdivision are situated within an area designated as the floodplain of the Thornton Creek, as such floodplain is established by the City of Novi Master Plan. The floodplain is delineated on the Plat. For any such Lots, no grading, filling, excavating, paving or other occupation of the floodplain area shall take place without the prior approval of the City of Novi. Unless waived by the City of Novi, the following standards shall apply to each building constructed in the floodplain. Each building shall:

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 designed 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 S. 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 Natural Resources and shall not expire upon the termination of this Declaration. The City of Novi may, from time to time, adopt standards more stringent than the foregoing, and have done so as of the date of this Declaration. No plan approval shall be granted in conflict with the standards adopted by the City of Novi.

Section 5. Wetlands.

Certain areas of the Subdivision have been designated as wetlands by the Michigan Department of Natural Resources and the City of Novi as indicated upon the Plat. For any lots situated partially within the wetlands, no grading, filling, excavating, paving or other occupation of the wetlands shall occur without prior written approval of the Michigan Department of Natural Resources and the City of Novi.

Section 6. Repetition of Elevations.

The Committee shall not approve the use of any elevations which are substantially similar to elevations approved for any Lot within four hundred (400) feet of any lot line and on the same street as the proposed construction. Variety in colors or building materials shall be used for homes on adjacent Lots to avoid an appearance of repetition. In addition to the requirements stated herein, the Committee shall not approve any plans which do not comply with the City of Novi's ordinance requiring variation in appearances as amended from time to time.

Section 7. Lot Splits.

Lot Splits are permitted, provided that the resulting parcels must include at least one entire Lot, and must also comply with Section 263 of the Subdivision Control Act of 1967, being Act No. 288 of the Public Acts of 1967, as amended, or provisions of succeeding law if any.

Section 8. Maintenance of Improvements and Mailboxes.

Each Owner shall keep all improvements on his Lot in good condition and in good repair at all times.

Mailboxes and posts shall be maintained, repaired, and replaced by the Owners served thereby. Replacement mailboxes must match existing architecture and have the prior written approval of the Architectural Review Committee. If the Owners fail to undertake such maintenance, repair, or replacement within thirty (30) days after written request to do so from the Association, the Association may maintain, repair or replace the mailbox and post and assess the Owners with the cost. Any such special assessment shall be a lien on the Owners' Lots as provided in Article V of this Declaration. The Association shall not be obligated to maintain, repair, or replace mailboxes or posts pursuant to this Section, any rights exercised hereunder being entirely at the discretion of the Association.

Section 9. Animals.

No farm 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. No Owner shall feed or place a food source for wild animals, deer, birds, geese, etc. which will attract unwanted wild creatures to Owners' Lots and potential damage associated with such animals. 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 on a leash, or in a run or pen, or confined by an electronic fence, 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. Such runs or pens shall not extend more than twelve (12) feet in any one dimension.

Section 10. Weapons.

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

Section 11. Septic Tanks and Wells.

No septic tank systems shall be dug, installed, constructed, or maintained on any Lot. No wells shall be drilled, dug, installed, or constructed on any Lot.

Section 12. Sight Distance.

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between three (3) and six (6) feet above the roadways, 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 (25) feet 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, nor obstruct street signs at any elevation, nor obstruct pedestrian use of the sidewalks. 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, street signs, or sidewalks. Each Owner shall be responsible to trim hedges, shrubs, or trees to comply with this section.

Section 13. 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.

Section 14. General Conditions.

The following general conditions shall be in effect:

a. 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.

b. If the City of Novi does not provide trash removal service, the Association may contract with a trash removal firm on behalf of each owner and assess the costs in accordance with Article V or may require each Owner to contract with the same firm.

c. No inoperable vehicles, 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. In addition, any motorized vehicle, including golf carts, if visible from the adjoining Lots or in use within the Subdivision, shall require proper licensing. For the purposes of this section, vehicles with expired license plates, tabs, or registrations shall be considered inoperable. For purposes of this Section, commercial vehicles shall include vehicles or trucks with a curb weight of more than 10,000 pounds, overall length in excess of 21 feet, or with more than two axles, vehicles with commercial license plates, vehicles with any commercial markings or advertising appearing on the exterior, vehicles not designed or intended for personal transportation, or any vehicle either modified or equipped with attachments, equipment or implements of a commercial trade, including, but not limited to, ladder or material racks, snow blades, tanks, spreaders, storage bins or containers, vises, commercial towing equipment or similar items. For purposes of this Section, passenger vans, SUVs and pickup trucks, used for primary transportation, and no commercial purpose whatsoever, shall not be considered commercial vehicles provided they do not meet the definition of a commercial vehicle contained herein. The Association shall not be responsible for any damages, costs, or other liability arising from any failure to approve the parking of such vehicles or to designate an area for parking such vehicles.

d. No laundry shall be hung for drying in such a way as to be visible from the street on which the dwelling fronts and/or sides.

e. The grade of any Lot in the Subdivision may not be changed without the written consent of the Committee.

f. No swimming pool may be built which is higher than one (1) foot above the final Lot grade. No swimming pool may be built unless some portion of the pool is within twenty (20) feet of the residence. All swimming pools must be constructed so that they drain into the storm sewer system only.

g. No radio, television or other communication antennas of any type will be installed on or outside of any residence except satellite dishes of one (1) meter or less in diameter as required by and complying with Federal Communication Commission regulations. Antennas may be installed or placed in the interior of any residence.

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

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

j. No swing set or play structure may be erected or maintained in the front or side yard of any Lot.

Section 15. 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.

In the event any Owner leases their property, the Tenants or Lessees of such Lease shall be subject to the terms and conditions of the Declaration, the Bylaws and the Rules and Regulations, all of which shall be incorporated into the Lease of any Lot by reference and any violation of the same by the Lessee shall be deemed to be a violation of the Lessor Owner and subject the Owner to the same penalties and sanctions as if the Owner itself had violated the Declaration, Bylaws or the Rules and Regulations.

Upon entering into any Lease, the Owner must provide to the Association new contact information for the Owner including an address, phone number and email, as well as the contact information for the Tenant including a phone number and an email address.

Section 16. Exterior Surface of Dwellings.

The visible exterior walls of all dwelling structures shall be made of wood, brick, brick veneer, cut stone, vinyl siding or of any combination thereof. Fieldstone, ledge rock, stucco or aluminum siding may also be used, so long as any of these materials alone, or in combination, do not exceed fifty (50%) percent 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 17. 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. 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 shall be permitted only to enclose swimming pools and must be decorative in nature. Link fences are not permitted.

Section 18. Signs.

No sign or billboard of any kind shall be placed, erected, or maintained on any Lot.

Section 19. Driveways.

All driveways, aprons and parking areas must be paved with concrete, asphalt, or brick pavers in the exclusive discretion of the Committee and shall have a circular configuration. The Committee has the right to waive any of these requirements, at the exclusive option of the Committee. The driveways must be complete within six {6} months of occupancy.

Section 20. Sidewalks and Street Trees.

Sidewalks have been installed as required by the City of Novi. The Owner of the Lot immediately adjacent to the right-of-way in which the sidewalk is located shall maintain, repair, or replace the sidewalk as required by the City of Novi, at the Owner's sole cost and expense. If the Owner fails to undertake such maintenance, repair, or replacement within thirty (30) days after written request to do so from the Association, the Association may maintain, repair or replace the sidewalk and assess the Owner with the cost. Any such special assessment shall be a lien on the Owner's Lot as provided in Article V of this Declaration. The Association shall not be obligated to maintain, repair, or replace sidewalks pursuant to this Section, any rights exercised hereunder being entirely at the discretion of the Association.

Street trees have been planted in the right-of-way adjacent to each Lot as required by the City of Novi. In the event any street tree dies, the Owner of the Lot immediately adjacent to the right-of-way in which the street tree is planted shall replace the dead tree with a deciduous tree approved in advance by the Association, in not less than the minimum size required by the City of Novi, at the Owner's sole cost and expense. If the Owner fails to make such a replacement within thirty (30) days after written request to do so from the Association, the Association may replace the tree and assess the Owner with the cost of replacing the dead tree. Any such special assessment shall be a lien on the Owner's Lot as provided in Article V of this Declaration. The

Association shall not be obligated to replace dead trees pursuant to this Section, any rights exercised hereunder being entirely at the discretion of the Association.

Section 21. 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 with all reasonable dispatch from such Lot to prevent an unsightly or unsafe condition.

Section 22. Landscaping.

The Lot and the right-of-way contiguous to each Lot shall be kept free of weeds by the Owner. All landscaping and lawns shall always be well-maintained.

Section 23. Trees.

No living tree of a height of twenty (20) feet or more or more than six (6) inches in diameter at three (3) feet above the ground shall be removed without the approval of the Committee. The Owner shall treat or remove any diseased 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 any woodlands preservation ordinance adopted by the City of Novi from time to time.

Section 24. Snow and Ice Removal.

Each Owner shall be responsible for the snow and ice removal of their driveways and sidewalks. The snow and ice removal cannot be placed on the sidewalks or streets, which must remain clear of snow and ice.

ARTICLE VIII

RESTRICTIONS ON THE USE OF COMMON AREA

Section 1. Litter and Pollution.

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 Subdivisions or the sanitary or storm sewer drains serving the Subdivisions.

Section 2. Liability.

The Association shall maintain liability insurance in sufficient amounts for the purpose of protecting itself 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.

Section 3. Use of Parks.

a. Neither the Association nor any Owner may construct any improvement or perform any excavation, erect any structure, land clearance, landscaping or engage in any other construction activity, in the Parks without the express approval of the City of Novi and the Michigan Department of Natural Resources.

b. The Parks shall be maintained and preserved solely for the following purposes:

- (i) the detention and flow of stormwater runoff;
- (ii) pedestrian ingress and egress;
- (iii) preservation of the trees, vegetation, flora, and animal life forms existing naturally in the wetlands area of the Parks.

c. No Owner shall operate or permit his family members, tenants, invitees or guest to operate any motorized vehicle within the Parks, damage any biological organism existing within the wetlands area, impede the flow of stormwater in the Thornton Creek or otherwise take any action inconsistent with the purposes of the Parks as described in Paragraph (b) of this Section 4.

Section 4. Maintenance of Non-Road Improvements in the Right-of-Way.

The Association shall maintain the median islands and all landscaping situated thereon located in the streets within the Subdivision. The Association shall maintain and replace where necessary all custom street identification signs located within the Subdivision which are not installed pursuant to specifications of the City of Novi.

**ARTICLE IX
REMEDIES FOR DEFAULT**

Section 1. Default by an Owner.

Any default by an Owner shall entitle the Association or another Owner or Owners to the following relief:

a. Remedies for Default by an Owner to Comply with the Documents. Failure to comply with any of the terms or provisions of the Association Documents shall be grounds for relief, which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination of the foregoing, and such relief may be sought by the Association, or, if appropriate, by an aggrieved Owner or Owners.

b. Costs Recoverable from Owner. Failure of an Owner and/or non-Owner resident or guest to comply with the Association Documents shall entitle the Association to recover from such Owner or non-Owner resident or guest the pre-litigation costs and actual attorney fees (not limited to statutory fees) incurred in obtaining their compliance with the Association Documents. In addition, in any proceeding arising because of an alleged default by any Owner, or in cases where the Association must defend an action brought by any Owner(s) or non-Owner resident or guest, (regardless if the claim is original or brought as a defense, a counterclaim, cross claim or otherwise), the Association, if successful, shall be entitled to recover from such Owner or non-Owner resident or guest pre-litigation costs, the costs of the proceeding and actual attorney fees (not limited to statutory fees), incurred in defense of any claim or obtaining compliance or relief, but in no event shall any Owner be entitled to recover such attorney's fees or costs against the Association. The Association, if successful, shall also be entitled to recoup the costs and actual attorney fees (not limited to statutory fees) incurred in defending any claim, counterclaim, or other matter.

c. Association's Right to Abate.

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 or 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.

The violation of any of the provisions of the Association Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Areas, or onto any Lot, where reasonably necessary, and summarily remove and abate, at the expense of the Owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Association Documents. The Association shall have no liability to any Owner arising out of its exercise of its removal and abatement power granted hereunder.

The Association shall be under no obligation to take such affirmative action. Any costs incurred in such action by the Association shall be chargeable against the owner and shall constitute a lien against the Lot.

d. Assessment of Fines. The violation of any of the provisions of the Association Documents by any Owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations in accordance with Article X of this Declaration.

Section 2. Failure to Enforce Rights.

The failure of the Association or of any Owner to enforce any right, provision, covenant or condition that may be granted by the Association Documents shall not constitute a waiver of the right of the Association or of any such Owner to enforce such right, provisions, covenant or condition in the future.

Section 3. Cumulative Rights.

All rights, remedies and privileges granted to the Association or any Owner or Owners pursuant to any terms, provisions, covenants or conditions of the Subdivision Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 4. Rights of Owners.

An Owner may maintain an action against the Association to compel enforcement of the provisions of the Association Documents, and may maintain an action for injunctive relief or damages against any other Owner for noncompliance with the Association Documents, Even if successful, Owners may not recover attorney fees from the Association, but may recover such fees from another Owner if successful in obtaining compliance with the Association Documents.

ARTICLE X

FINES

Section 1. General.

The violation by any Owner, occupant or guest of any of the provisions of the Association Documents including any duly adopted rules and regulations shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved Owner. Such Owner shall be deemed responsible for such violations whether they occur because of their personal actions or the actions of their family, guests, tenants, or any other person admitted through such Owner to the Subdivisions.

Section 2. Procedures.

Upon any such violation being alleged by the Board, the following procedures will be followed:

- a. Notice. Notice of the violation, including the Association Documents provision violated, together with a description of the factual nature of the alleged offense set forth with such

reasonable specificity as will place the Owner on notice as to the violation, shall be sent by first class mail, postage prepaid, electronic transmission, or personally delivered to the representative of such Owner at the address filed with the Association.

b. Hearing and Decision. The offending Owner shall be provided a scheduled hearing before the Board at which the Owner may offer evidence in defense of the alleged violation. The hearing before the Board shall be at its next scheduled meeting, but in no event shall the Owner be required to appear less than 7 days from the date of the notice. Upon appearance by the Owner before the Board and presentation of evidence of defense, or in the event the Owner fails to appear at the scheduled hearing, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

Section 3. Fines.

Upon violation of any of the provisions of the Association Documents and upon the decision of the Board as recited above, the following fines may be levied:

FIRST VIOLATION	No fine will be levied unless the Board determines that the nature of the violation is such as to be best deterred if a fine is imposed for a first violation
SECOND VIOLATION	\$50.00 Fine
THIRD VIOLATION	\$100.00 Fine
FOURTH VIOLATION AND ALL SUBSEQUENT VIOLATIONS	\$200 Fine

The Board of Directors, without the necessity of an amendment to this Declaration, may make such changes in said fines or adopt alternative fines, including the indexing of such fines to the rate of inflation, in accordance with duly adopted rules and regulations of the Association promulgated in accordance with Article VIII, Section 3 of this Declaration. For purposes of this Section, the number of the violation (i.e. first, second etc.) is determined with respect to the number of times that an Owner violates the same provision of the Association Documents, as long as that Owner may be an owner of a Lot or occupant of the Subdivisions, and is not based upon time or violations of entirely different provisions. In the case of continuing violations, a new violation will be deemed to occur each successive week during which a violation continues or in such intervals as may be set forth in the Association's rules and regulations; however, no further hearings other than the first hearing shall be required for successive violations once a violation

has been found to exist. Nothing in this Article shall be construed as to prevent the Association from pursuing any other remedy under the Association Documents for such violations, or from combining a fine with any other remedy or requirement to redress any violation

Section 4. Collection of Fines.

The fines levied pursuant to Section 3 above shall be assessed against the Owner and shall be immediately due and payable. Failure to pay the fine will subject the Owner to all liabilities set forth in the Association Documents including, without limitations, those described in Article V and Article IX of this Declaration.

**ARTICLE XI
GENERAL PROVISIONS**

Section 1. Rules and Regulations.

The Board of Directors may make and amend from time to time reasonable rules and regulations consistent with this Declaration and the Bylaws, concerning the use of the Common Areas or the rights and responsibilities of the Owners and the Association with respect to the Subdivisions or the manner of operation of the Association and of the Subdivisions. The Association shall furnish to all Owners all such regulations, and any amendments to the regulations and shall become effective as stated in such rule or regulation.

Section 2. 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 3. Severability.

Invalidation of any one of these easements, covenants, restrictions or conditions by judgment or court order shall not affect any other provisions, which remaining provisions shall continue in full force and effect.

Section 4. Amendment.

The covenants, restrictions and conditions of this Declaration shall run with and bind the land perpetually. The Association shall take care to observe the 40 year limitation of the Marketable Record Title Act, Act 200 of 1945, MCL 565.101 et seq., and to record such notices of claims as may be necessary to preserve the effectiveness of this Declaration and the Association Documents. The Declaration may be amended upon written approval of not less than

fifty (50%) percent of the Owners. Any amendment must be recorded with the Oakland County Register of Deeds before the amendment becomes effective.

Section 5. Appointment of Association as Attorney-in-Fact.

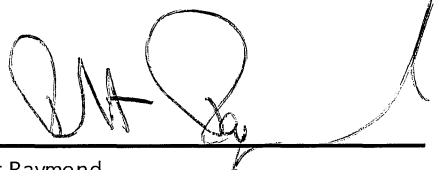
All Owners, their successors and assigns hereby irrevocably appoint the Association as their agent and attorney-in-fact for the purpose of executing any document necessary to allow the Association to do anything which it is entitled to do under the terms of this Declaration.

Section 6. Effect on Prior Declaration.

Upon the recordation of this Third Amended and Restated Declaration in the offices of the Oakland County Register of Deeds, the Declaration as originally recorded shall be of no further force or effect.

IN WITNESS WHEREOF, the Association, having obtained the approval signed by not less than fifty (50%) percent of the Owners, has executed this Third Amended and Restated Declaration on the 16th day of October, 2020.

BRADFORD OF NOVI
HOMEOWNER'S ASSOCIATION,
a Michigan nonprofit corporation

X 

Robert Raymond
President

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 16th day of October, 2020, the foregoing Third Amended and Restated Declaration of Easements, Covenants and Restrictions for Bradford of Novi Subdivision, Bradford of Novi Subdivision No. 2, and Bradford of Novi Subdivision No. 3 was acknowledged before me by Robert Raymond, the President of Bradford of Novi Homeowner's Association, a Michigan nonprofit corporation, on behalf of the corporation.

X 

Notary Public

ADAM RANDALL
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires Feb. 12, 2022
Acting in the County of Oakland

Drafted by and when recorded return to:

Adam Randall (P73758)
Tilchin & Hall, P.C.
21800 Haggerty Rd., Ste. 218
Northville, MI 48167
248-349-6203

20201014 Bradford Restated Declaration\ar1

**EXHIBIT A
LEGAL DESCRIPTION
BRADFORD OF NOVI SUBDIVISION**

A part of the Northeast one-quarter of Section 33, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; more particularly described as commencing at the Northeast corner of said Section 33; thence due South, 529.67 feet along the East line of said Section 33 and the centerline of Taft Road, to the point of beginning; thence due South, 634.63 feet along the East line of said Section 33 and the centerline of said Taft Road, to the Northeast corner of "Lexington Green No. 1" as recorded in Liber 170, Pages 10 and 11 of Oakland county records; thence due West 302.00 feet along the Northerly line of said "Lexington Green No. 1" (recorded as 301.50 feet); thence the following bearings and distances along the Northerly line of said "Lexington Green No. 1"; thence due South 28.28 feet; thence due West 181.50 feet; thence North 26 degrees 23 minutes 28 seconds West, 60.21 feet; thence North 62 degrees 25 minutes 32 seconds West, 93.35 feet; thence North 64 degrees 48 minutes 37 seconds West, 86.00 feet; thence South 22 degrees 37 minutes 41 seconds West, 194.61 feet; thence 40.12 feet, along a curve to the right, said curve having a radius of 42.00 feet, a central angle of 54 degrees 43 minutes 42 seconds, and a chord bearing and distance of North 79 degrees 36 minutes 56 seconds West, 39.61 feet; thence South 27 degrees 44 minutes 20 seconds West, 61.15 feet; thence South 34 degrees 41 minutes 49 seconds West, 232.11 feet; thence South 87 degrees 43 minutes 12 seconds West, 52.16 feet to the Northwesterly corner of said "Lexington Green No. 1" and the Northeasterly corner of "Lexington Green No. 2," as recorded in Liber 171, pages 36 and 37 of Oakland County records; thence the following bearings and distances along the Northerly line of said "Lexington Green No. 2"; thence South 90 degrees 39 minutes 55 seconds West 240.00 feet; thence South 09 degrees 53 minutes 19 seconds East, 70.63 feet; thence South 71 degrees 04 minutes 04 seconds West, 175.59 feet; thence 20.95 feet, along a curve to the right, said curve having a radius of 349.59 feet, a central angle of 03 degrees 25 minutes 58 seconds, and a chord bearing and distance of South 17 degrees 12 minutes 46 seconds East, 20.94 feet; thence South 71 degrees 35 minutes 08 seconds West, 342.45 feet; thence North 05 degrees 15 minutes 29 seconds West, 05.00 feet; thence north 89 degrees 50 minutes 20 seconds West, 304.69 feet (recorded as 305.00 feet), to the Northwesterly corner of said "Lexington Green No. 2"; thence North 00 degree 09 minutes 02 seconds East, 1161.91 feet; thence South 89 degrees 39 minutes 29 seconds East, 2018.92 feet, to the point of beginning. All of the above containing 41.697 acres.

22-33-226-000 end

**EXHIBIT B
LEGAL DESCRIPTION
BRADFORD OF NOVI SUBDIVISION NO. 2**

A part of the North 1/2 of Section 33, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; more particularly described as commencing at the Northwest Corner of said Section 33; thence South 89°39'04" East, 2161.65 feet along the North line of said section 33 and the centerline of Nine Mile Road; thence South 00°39'36" West, 421.00 feet; thence South 89°39'04" East, 377.90 feet; thence South 00°09'51" West, 79.00 feet, to the point of beginning; thence south 89°39'24" East, 385.44 feet; thence South 00°09'51" West, 29.67 feet; thence South 89°39'28" East, 257.58 feet, to the Northwest corner of "Bradford of Novi", as recorded in Liber 191 of Plats, on Pages 14 and 15, Oakland County Records; thence South 00°09'02" West, 1161.91 feet along the West line of said "Bradford of Novi", to the Southwest corner of said "Bradford of Novi" thence North 89°50'20" West, 0.31 feet, to the Northwest corner of "Lexington Green No. 2", as recorded in Liber 171 of Plats, on Pages 36 and 37, Oakland County Records; thence South 00°13'10" west, 934.06 feet (previously recorded as North 00°09'40" East,) along the West line of said "Lexington Green No. 2", and an extension thereof, to the North line of "Pheasant Hills No. 2, as recorded in Liber 203 of Plats, on Pages 7, 8 and 9, Oakland County Records; thence North 89°37'24" West, 419.68 feet (previously recorded as South 89°38'23" East), along the East and West 1/4 line of said section 33 and along the North line of said "Pheasant Hills No. 2"; thence North 00°22'36" East, 8.74 feet; thence North 46°37'24" West, 438.59 feet; thence North 27°53'36" West, 291.01 feet; thence North 34°49'49" West, 96.74 feet; thence North 16°41'55" West, 63.14 feet; thence North 34°49'49" West, 160.00 feet thence North 55°10'11" East, 155.18 feet; thence North 70°50'46" East, 116.55 feet; thence North 00°09'02" East, 240.00 feet; thence South 89°50'58" East, 36.69 feet; thence North 00°09'02" East, 180.00 feet; thence North 89°50'58" West, 9.94 feet; thence North 00°09'02" East, 170.00 feet; thence North 89°50'58" West, 43.00 feet; thence North 00°09'02" East, 170.00 feet; thence North 38°02'26" West, 76.34 feet; thence North 41°33'42" East, 151.55 feet; thence 16.36 feet along a curve to the left, said curve having a radius of 282.00 feet, a central angle of 03°19'24", and a chord bearing and distance of North 55°41'23" West, 16.35 feet; thence North 32°38'55" East, 259.73 feet, to the point of beginning. All the above containing 38.292 acres.

22-33-251-000 ent

**EXHIBIT C
LEGAL DESCRIPTION
BRADFORD OF NOVI SUBDIVISION NO. 3**

A part of the Northeast 1/4 and a part of the Northwest 1/4 of section 33, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; more particularly described as commencing at the Northwest Corner of said Section 33; thence South 89°39'04" East, 1776.07 feet along the North line of said Section 33 and the centerline of Nine Mile Road, to the point of beginning; thence continuing South 89°39'04" East, 385.58 feet along the North line of said Section 33 and the centerline of said Nine Mile Road; thence South 00°39'36" West, 421.00 feet; thence South 89°39'04" East, 377.90 feet; thence South 00°09'51" West, 79.00 feet, to the Northwest corner of "Bradford of Novi No. 2", as recorded in Liber 213 of Plats, on Pages 1, 2 and 3, Oakland County Records; thence the following courses along the Westerly boundary of said "Bradford of Novi No. 2"; thence South 32°38'55" West, 259.73 feet, and 16.36 feet along a curve to the right, said curve having a radius of 282.00 feet, a central angle of 03°19'24" , and a chord bearing and distance of South 55°41'23" East, 16.35 feet, and South 41°33'42" West, 151.55 feet, and South 38°02'26" East, 76.34 feet, and South 00°09'02" West, 170.00 feet, and South 89°50'58" East, 43.00 feet, and South 00°09'02" West, 170.00 feet, and South 89°50'58" East, 9.94 feet, and south 00°09'02" West, 240.00 feet, and North 89°50'58" West, 16.69 feet, and South 00°09'02" West, 180.00 feet, and South 70°50'46" West, 116.55 feet, and South 55°10'11" West, 155.18 feet, and South 34°49'49" East 160.00 feet, and South 16°41'55" East, 63.14 feet, and South 34°49'49" East, 96.74 feet, and South 27°53'36" East, 291.01 feet, and South 46°37'24" East, 438.59 feet, and South 00°22'36" West, 8.74 feet, along the Westerly Boundary of said "Bradford of Novi No. 2", to the Southwest corner of said "Bradford of Novi No. 2" , and the East and West 1/4 line of said Section 33 and the North line of "Pheasant Hills No. 2", as recorded in Liber 203 of Plats, on Pages 7, 8 and 9, Oakland County Records; thence North 89°37'24" West, 155.40 feet, along the East and West 1/4 line of said Section 33, the North line of said "Pheasant Hills No. 2", and the North line of "Abbey Knoll Estates", as recorded in Liber 189 of Plats, on Pages 22, 23, 24 and 25, Oakland County Records, to the Center of said Section 33 (previously recorded as South 89°38'23" East and North 89°35'50" East); thence North 89°33'05" west, 695.94 feet, along the East and West 1/4 line of said Section 33, and the North line of said "Abbey Knoll Estates", to the Northwest corner of said "Abbey Knoll Estates" (previously recorded as North 89°35'50" East 695.79 feet) and the Northeast corner of "Northville Estates Subdivision", as recorded in Liber 85 of Plats, on Pages 3, 4 and 5, Oakland county Records; thence South 89°36'26" West, 153.62 feet, along the East and West 1/4 line of said Section 33, and the North line of said "Northville Estates Subdivision" (previously recorded as North 88°51'25" East); thence North 00°39'35" East, 2626.09 feet, to the point of beginning. All the above containing 35.785 Acres.

22-33-176,000 ent