

DECLARATION OF COVENANTS AND
RESTRICTIONS RELATING TO
MAINTENANCE OF COMMON AREAS

This Declaration of Covenants and Restrictions Relating to Maintenance of Common Areas ("Declaration") is made this 12 day of MAY, 1989, by Briarwood of Novi Partners, a Michigan co-partnership (hereinafter sometimes referred to as "Developer").

RECITALS:

A. Developer is the owner of certain real property located in the City of Novi, County of Oakland, State of Michigan, which is described on Exhibit A attached hereto and made a part hereof.

B. Pursuant to the terms of the Amended Agreement for Residential Unit Development, dated September 16, 1987, and recorded in Liber 10143, Pages 705-715, Oakland County Records (the "RUD Agreement"), Developer has agreed to convey to a non-profit association all of those lands referred to as "Conservancy Areas" in the Revised Functional Use Plan, attached to the RUD Agreement and this Declaration as Exhibit B and made a part hereof.

C. Developer desires to promote the proper use and appropriate maintenance of the Conservancy Areas, as well as certain other common areas, in accordance with the provisions of the RUD Agreement.

NOW, THEREFORE, Developer hereby declares that the real property described on Exhibit A attached hereto is, and any parcels, lots and/or units into which said property may be divided are, and shall be subject to the covenants and restrictions set forth below, together with such other conditions, covenants, restrictions, reservations and grants as are hereafter recorded with respect to said property, all of which conditions, covenants, restrictions, reservations and grants are for the benefit of and shall run with and bind the property and all parties having any right, title or interest in the property or any part thereof, or any improvements thereon, as well as their heirs, successors, and assigns.

ARTICLE I
DEFINITIONS

1. "Apartment Property" shall mean that portion of the Property designated for apartment development in the Revised Functional Use Plan, together with any improvements thereon.

2. "Association" shall mean Briarwood of Novi Maintenance Association, a Michigan non-profit corporation that was formed by the Developer, in accordance with the Michigan Non-Profit Corporation Act, Act 162 of the Public Acts of 1982, for the purposes described herein, and its successors and assigns.

3. "Condominium Unit" shall mean the enclosed space constituting a single complete residential unit as described in the applicable Master Deed which is recorded with respect to any portion of the Property, pursuant to the Michigan Condominium Act, Act 59 of the Public Acts of 1978.

4. "Conservancy Areas" shall mean those portions of the Property which are designated as conservancy areas in the Revised Functional Use Plan.

Briarwood of Novi Sub.
ENT 22-33 226-000 - LOTS 1-54

O.K. - RR

5. "Developer" shall mean Briarwood of Novi Partners, a Michigan co-partnership, its successors and assigns.

6. "Entrance Ways" shall mean Entrance Way No. 1 and Entrance Way No. 2, as depicted in the Revised Functional Use Plan.

7. "Lot" shall mean each unit of land designated for residential use and the construction thereon of a single family dwelling unit, as identified on the recorded plat(s) of subdivision with respect to that portion of the Property designated for single family use in the Revised Functional Use Plan.

8. "Member" shall mean a member of the Briarwood of Novi Maintenance Association.

9. "Owner" shall mean the holder or holders of the record fee simple title to a Lot, a Condominium Unit, or any other portion of the Property, including Developer; provided that if a Lot, Condominium Unit or other portion of the Property is subject to a land contract, the land contract purchaser (excluding purchasers under land contracts with Developer) shall be deemed the "Owner" for purposes of this Declaration. The term "Owner" shall not include any mortgagee or any other person or entity having an interest merely as security for the performance of an obligation, unless and until such mortgagee or other person or entity shall have acquired fee simple title by foreclosure or other proceeding or conveyance in lieu of foreclosure. In the event that more than one person or entity owns a fee simple or land contract purchaser interest in a Lot, Condominium Unit or other portion of the Property, then the interest of all such persons collectively shall be that of one (1) Owner.

10. "Plan" shall mean the Revised Functional Use Plan attached to the RUD Agreement and to this Declaration as Exhibit B and made a part hereof.

11. "Property" shall mean the real property described on Exhibit A attached hereto and made a part hereof.

12. "RUD Agreement" shall mean the Amended Agreement for Residential Unit Development, dated September 16, 1987, and recorded in Liber 10143, Page 705, Oakland County Records, as the same may be amended from time to time.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

The real property subject to and to be held, transferred, sold, conveyed and occupied pursuant to this Declaration is described on Exhibit A, together with that property subject to the Declaration of Covenants, Conditions and Restrictions recorded in Liber 10676, Pages 349 through 359, inclusive, Oakland County Records, as the same may be amended from time to time.

ARTICLE III
BRIARWOOD OF NOVI MAINTENANCE ASSOCIATION

Section 3.01 Creation and Purposes. Developer has formed the Association, which shall be known as Briarwood of Novi Maintenance Association. 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 By-Laws of the Association.

The Association has been formed for the purpose of owning the Conservancy Areas and for maintaining the Conservancy Areas and Entrance Ways in accordance with the RUD Agreement, and

for such other purposes as are set forth in the Articles of Incorporation of the Association.

Section 3.02 Membership. Every Owner, including Developer, shall be a Member of the Association. In the event all or a portion of the Apartment Property is established as a condominium development, pursuant to one or more Master Deeds recorded in accordance with the Michigan Condominium Act, the Owner of each Condominium Unit within such development shall also be a Member of the Association. Every Owner shall become a Member commencing on the date on which said Owner is conveyed fee simple title or, if applicable, the date on which a land contract purchaser (other than a person who has entered into a land contract with Developer) enters into a land contract to purchase a Lot, Condominium Unit or other portion of the Property. All membership rights and obligations shall be appurtenant to and may not be separated from ownership of any Lot, Condominium Unit, or other portion of the Property. Where the Owner is more than one (1) person or entity, said multiple owners shall be collectively one (1) Member, even though all of said co-owners shall be jointly and severally liable for the assessments levied against the property collectively owned by said co-owners, pursuant to Article V below.

Notwithstanding anything to the contrary contained in this Declaration, builders, developers and real estate companies who own or hold any Lot or Condominium Unit for resale in the ordinary course of business shall not be Members of the Association.

Section 3.03 Voting Rights. Members of the Association shall have the following voting rights:

(a) Each Member that is an Owner of a Lot shall be entitled to one (1) vote per Lot on each matter submitted to a vote of Members. Where the Owner of a Lot is more than one person or entity, all such persons or entities shall jointly be entitled to only one (1) vote per Lot. Such multiple owners 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 at least 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.

(b) Each Member that is an Owner of a Condominium Unit which is located in that portion of the Property designated by the Plan for condominium development shall be entitled to one (1) vote per Condominium Unit on each matter submitted to a vote of Members. Voting rights with respect to multiple Owners of a Condominium Unit shall be determined in the same manner as set forth in Section 3.03(a) above.

(c) The Owner of the Apartment Property shall be entitled to seventy (70) votes on each matter submitted to a vote of Members. In the event title to the Apartment Property is held by more than one person or entity, all such persons or entities shall be Members and jointly shall be entitled to a total of seventy (70) votes. Such multiple Owners may exercise said seventy (70) votes as they may mutually agree, and such co-owners shall notify the Association in writing of the manner in which said seventy (70) votes are to be apportioned among said persons or entities. In the event the Association does not receive said written notice from all such co-owners at least thirty (30) days prior to the date set for a meeting, the Board of Directors of the Association shall be entitled to designate

which Member or Members are authorized to vote on behalf of all the multiple Owners and any votes cast in person or by proxy by said Owner(s), or the failure of said Owner(s) to vote, shall be binding upon all such multiple Owners. In the event all of the Apartment Property is established as a condominium development pursuant to one or more Master Deeds recorded pursuant to the Michigan Condominium Act, then the number of votes (or fractional votes) that may be cast by the Owner of each Condominium Unit within such development shall be equal to the product of (i) seventy (70) votes multiplied by (ii) a fraction, the numerator of which shall be the number of Condominium Units owned by such Owner, and the denominator of which shall be the total number of Condominium Units constructed and to be constructed on such portion of the Property, according to the applicable Master Deed(s) recorded with respect thereto. Voting rights with respect to multiple Owners of such Condominium Units shall be exercised in the same manner as set forth in Section 3.03(a) above.

In the event only a portion of the Apartment Property is established as a condominium development, said seventy (70) votes shall be apportioned between the condominium parcel and the remaining parcel of the Apartment Property, on a pro rata basis, in the proportion that each such parcel's buildable square footage bears to the total buildable square footage of both parcels which formerly comprised the Apartment Property, or on such other basis as the Owners of said parcels may mutually agree in writing, a copy of which writing must be provided to the Association. The number of resulting votes (or fractional votes) that may be cast by the Owner of each Condominium Unit within the applicable parcel shall be equal to the product of: (i) the total number of votes apportioned to the condominium parcel multiplied by (ii) a fraction, the numerator of which shall be the number of Condominium Units owned by such Owner, and the denominator of which shall be the total number of Condominium Units constructed and to be constructed on such portion of the Apartment Property, according to the applicable recorded Master Deed(s).

Section 3.04 Articles and By-Laws. The Association shall be organized, governed and operated in accordance with its Articles of Incorporation and By-Laws, which shall be consistent with the provisions and purposes of the RUD Agreement and this Declaration. In the event there exists any conflict between the provisions contained within the Association's Articles of Incorporation and By-Laws and the provisions contained within this Declaration, the provisions of this Declaration shall control.

Section 3.05 Directors. The right to manage the affairs of the Association shall be exclusively vested in the Association Board of Directors. The Developer shall be the sole Director until each of the following events has occurred (any one or more of which events may be waived in whole or in part by Developer, in its sole discretion): (i) 95% of the Lots have been sold and conveyed to Owners (other than builders, developers and real estate companies who own or hold any Lot for resale in the ordinary course of business) and have completed single family dwellings constructed thereon; (ii) 95% of the total Condominium Units to be constructed, according to the applicable recorded Master Deed(s) covering the total buildable acreage of that portion of the Property designated in the Plan for condominium development, have been sold and conveyed to Condominium Unit Owners (other than builders, developers and real estate companies who own or hold any Condominium Unit for resale in the ordinary course of business); (iii) 95% of the total apartment units to be constructed within the Apartment Property, according to the applicable site plan(s) covering the total buildable acreage of the Apartment Property and approved by the City of Novi, have

been fully constructed, as evidenced by the issuance of Certificates of Occupancy by the City of Novi; and (iv) in the event all or a portion of the Apartment Property is established as a condominium development, when 95% of the total Condominium Units to be constructed, according to the applicable recorded Master Deed(s) covering the total buildable acreage of that portion of the Property, have been sold and conveyed to Condominium Unit Owners (other than builders, developers and real estate companies who own or hold any Condominium Unit for resale in the ordinary course of business). Notwithstanding the foregoing, Developer, in its sole discretion, shall have the right to withdraw as sole Director at any time prior to the occurrence of any or all of the above-described events. Thereafter the Board of Directors shall consist of five (5) Members, who shall be elected by the Members of the Association in accordance with the provisions of the Articles of Incorporation and By-Laws of the Association.

ARTICLE IV
RIGHTS AND RESTRICTIONS RELATING TO CONSERVANCY AREAS

4.01 Rights and Restrictions. Each Member of the Association shall have the right and non-exclusive easement to use the Conservancy Areas for the purposes provided herein. Such right and easement shall be appurtenant to, and shall pass with title to, every Lot, Condominium Unit and other portion of the Property.

The Conservancy Areas shall be retained as open park and natural areas. In addition, the Conservancy Areas shall be used subject to the following provisions:

(a) The Conservancy Areas shall be used and maintained in accordance with the provisions of the RUD Agreement, together with any maintenance and/or easement agreements now or hereafter entered into between Developer and/or the Association and the City of Novi with respect to the Property or any portion thereof, and any amendments to such agreements.

(b) The Association shall have the right to establish rules and regulations as the Board of Directors deem necessary or desirable for the safe, orderly and convenient use of the Conservancy Areas.

(c) The Association shall have the right to suspend the voting rights of any Member and the right of any person to use the Conservancy Areas for any period during which any assessment against such Member's Lot, Condominium Unit or property is delinquent and for a period not in excess of sixty (60) days for any infraction of any rules or regulations promulgated by the Board of Directors.

(d) The Association shall have the right to establish such rules and regulations as the Board of Directors deem necessary or desirable for the preservation of any wetlands or woodlands located in any portion of the Conservancy Areas, provided such rules and regulations are not inconsistent with applicable law.

4.02 Conservancy Area Easements. Developer, the Association and the City of Novi, and their respective agents and representatives, shall have a perpetual easement for reasonable access to the Conservancy Areas at all reasonable times for purposes of maintaining the Conservancy Areas.

At all times prior to the date on which Developer withdraws as the sole Director of the Association in accordance with Section 3.05 above, Developer shall have the exclusive right and authority, for and on behalf of the Association, to reserve, dedicate and/or grant public or private easements within the

Conservancy Areas for the construction, installation, repair, maintenance and replacement of water mains, sewers, drainage facilities, retention basins, water wells, electric lines, telephone lines, gas mains, cable television and other telecommunication lines and other public and private utilities, including all equipment, facilities and appurtenances relating thereto, and the exclusive right and authority to assign any such easements to governmental entities or public utility companies. The location and configuration of such easements shall be determined by Developer in its sole discretion. At such time as Developer withdraws as the sole Director, the Board of Directors of the Association shall have the foregoing rights, powers and authority.

All documents, agreements and instruments executed by Developer, or if applicable, the Board of Directors of the Association, in the name of and on behalf of the Association, shall be fully effective and binding upon the Association and each and every Member thereof. Every agreement, document and instrument executed by Developer, or if applicable, the Board of Directors, pursuant to this Section 4.02 shall be conclusive evidence in favor of any and every person relying thereon that Developer, or if applicable, the Board of Directors of the Association, was duly authorized and empowered to execute and deliver such agreement, instrument or document for and on behalf of the Association and that such agreement, instrument or document is binding upon the Association and all Members thereof.

ARTICLE V
COVENANTS FOR MAINTENANCE

Section 5.01 Creation of Lien and Personal Obligation for Assessments. Each Owner of a Lot, Condominium Unit or other portion of the Property, other than Developer and those persons exempted pursuant to Section 5.05(b) below, by accepting title to such Lot, Condominium Unit or other portion of the Property or, by entering into a land contract for the purchase of such Lot, Condominium Unit or other portion of the Property, shall be deemed to covenant and agree to pay the Association when due the assessments described below, regardless of whether or not such covenant is expressed in the instrument of conveyance or land contract. The assessments described in this Article V, together with interest thereon and the costs of collection thereof (including court costs and reasonable attorney's fees), shall be a lien on the Lot, Condominium Unit or other portion of the Property against which they are made and all improvements on any of the foregoing. Each such assessment, together with interest thereon at the highest rate permitted by law, and the costs of collection thereof, in addition to constituting a lien on such Lot, Condominium Unit or other portion of the Property and any improvements on any of the foregoing, shall also constitute a personal obligation of the person or persons who was/were the Owner(s) of the Lot, Condominium Unit or other portion of the Property on the date the assessment was established.

Section 5.02 Purpose of Annual Assessments. The annual assessments levied under this Article V shall be used by the Association for the purpose of: (i) maintaining the Conservancy Areas pursuant to the terms of the RUD Agreement and the By-Laws of the Association, as they may be amended; (ii) paying all expenses in connection with the Conservancy Areas and the repair, replacement and maintenance of the Entrance Ways, including any taxes, insurance premiums or other governmental charges levied or imposed against the Conservancy Areas or the Entrance Ways; and (iii) paying all office and other expenses incident to the operation of the Association.

Section 5.03 Annual Assessments. Commencing in the year the Association is formed, and for each fiscal year of the

Association thereafter, annual assessments shall be levied and paid in the following manner:

(a) The Board of Directors of the Association shall levy against each Member an assessment, based upon the projected costs, expenses and obligations of the Association for the ensuing fiscal year, which assessment shall be a specified uniform amount per Lot and Condominium Unit. With respect to the Owner or Owners of the Apartment Property, said Owner(s) shall pay a total assessment equal to the product of the specified assessment per Lot multiplied by seventy (70). In the event title to such Apartment Property is held by multiple Owners, each Owner shall pay such portion of the total assessment as said multiple Owners may mutually agree in writing, which written agreement must be provided to the Association. In any event, multiple Owners of Lots, Condominium Units or any other portions of the Property shall be jointly and severally liable for the payment of the appropriate assessment amount. Notwithstanding the foregoing, in the event all or a portion of the Apartment Property is developed into Condominium Units, each Condominium Unit Owner within such development shall only be obligated to pay the assessment levied against such Owner's Condominium Unit. In the event all of the Apartment Property is established as a condominium development, then each Condominium Unit Owner within such development shall be obligated to pay a pro rata portion of the assessment that would have been levied against the entire Apartment Property, in the proportion that the number of Condominium Units within such development owned by such Owner bears to the total number of Condominium Units constructed and to be constructed on such a portion of the Property, according to the applicable recorded Master Deed(s). In the event only a portion of the Apartment Property is established as a condominium development, each Condominium Unit Owner within such development shall pay a pro rata portion of the total assessment that would have been levied against that portion of the Apartment Property in accordance with this Section 5.03(a).

(b) 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 for the ensuing year. Each Owner shall pay said assessment within thirty (30) days from the date said written statement is mailed. Assessments not paid within said thirty (30) day period shall be deemed delinquent and interest shall accrue on delinquent assessments at the highest rate permitted by law.

(c) Any Owner who acquires a Lot or Condominium Unit from Developer or from a person or entity exempt from the payment of assessments under Section 5.05(b) below, shall pay to the Association, on the date said Lot or Condominium Unit is conveyed to the Owner, the sum of One Hundred and 00/100 (\$100.00) Dollars per Lot or Condominium Unit acquired, which sum constitutes a one-time, non-refundable contribution to the Association's working capital account. In addition, any Owner who acquires a Lot, Condominium Unit or other portion of the Property from Developer or from a person or entity exempt from the payment of assessments under Section 5.05(b) below, shall also pay to the Association, on the date said Lot, Condominium Unit or other portion of the Property is conveyed to the Owner, an amount equal to the prorated balance of the annual assessment and special assessment, if any, established for the then current assessment period, based upon the number of days remaining in the then current assessment period from the date of conveyance. For each fiscal year thereafter, such Owner shall be liable for any and all assessments levied in accordance with this Article V.

(d) The fiscal year of the Association shall be established in the manner set forth in the Association's By-Laws.

(e) The Board of Directors, in its discretion, may establish an installment program for the payment of any annual or special assessment and may charge interest in connection therewith.

(f) Annual assessments which exceed One Hundred and 00/100 (\$100.00) Dollars per Lot for any given fiscal year of the Association must be authorized by the Members pursuant to Section 5.04 below.

Section 5.04 Special Assessments. In addition to the annual assessments authorized by Section 5.03 above, the Association may levy special assessments for the purposes of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any improvements on the Entrance Ways, including any fixtures, equipment and other personal property relating thereto, or any costs related to the Conservancy Areas which exceed the limit set forth in Section 5.03(f) above, provided, however, that no such special assessment shall be levied unless first approved by sixty-five (65%) percent of the total votes cast in person or by proxy at a special meeting of the Association Members duly called for such purpose. Any such special assessments shall be due and payable according to the terms and conditions and in the manner specified in the resolution of the Association. Any special assessment not paid when due shall be deemed delinquent and interest shall accrue on such delinquent assessment at the highest rate permitted by law.

Section 5.05 Exemptions from Assessments.

(a) All Lots, Condominium Units or other portions of the Property (other than the Apartment Property, which is discussed below) owned by Developer shall be exempt from all annual and special assessments. Upon conveyance of any Lot, Condominium Unit or other portion of the Property by the Developer to an Owner (other than a person or entity described in Section 5.05(b) below), the exemption for each such Lot, Condominium Unit or other portion of the Property shall thereupon cease and such Lot, Condominium Unit or other portion of the Property shall then be liable for the prorated balance of that year's established annual assessment and special assessment, if any, and all subsequent annual and special assessments.

Any portion of the Apartment Property owned by Developer shall be exempt from all annual and special assessments until the expiration of twelve (12) months from the date, if any, on which seventy-five (75%) percent of all apartment units to be constructed on such portion of the Property, according to the applicable site plan(s) covering the total buildable acreage thereof and approved by the City of Novi, have been fully constructed. Thereafter the exemption for such portion of the Property shall cease and Developer and any other Owner of such portion of the Property shall then be liable for the prorated balance of that year's established annual assessment and special assessment, if any, and all subsequent annual and special assessments.

(b) Builders, developers and real estate companies who own or hold any Lot or Condominium Unit for resale to customers in the ordinary course of business shall not be liable for the payment of any annual or special assessments imposed by the terms of this Article V; provided, however, that any exemption established by this Section 5.05(b) shall cease and terminate as to any Lot or Condominium Unit in the event construction has not commenced

within two (2) years from the date the applicable plat of subdivision or Master Deed has been recorded. Upon conveyance of any Lot or Condominium Unit by a builder, developer or real estate company to an Owner, the exemption for each such Lot or Condominium Unit shall thereupon cease and such Lot or Condominium Unit shall then be liable for the prorated balance of that year's established annual assessment and special assessment, if any, and all subsequent annual and special assessments.

Section 5.06 Subordination of Liens to Mortgages.

The lien for assessments provided for in this Article V shall be subordinate to the lien of any mortgage or mortgages held by any bank, savings and loan association, insurance company, mortgage company or other similar institution existing of record at the time the lien for assessments shall be imposed. Sale or transfer of a Lot, Condominium Unit or any other portion of the Property, shall not affect the assessment lien. However, the sale or transfer of any Lot, Condominium Unit or other portion of the Property, in connection with a mortgage foreclosure proceeding, or any proceeding in lieu thereof, shall extinguish the lien of the assessments, interest and charges, which became due prior to such sale or transfer, but in no such event shall the prior Owner(s) of said Lot, Condominium Unit or other portion of the Property be relieved of any liability for such obligations and debts. No sale or transfer pursuant to any foreclosure proceeding, or any proceeding in lieu thereof, shall relieve any Lot, Condominium Unit or other portion of the Property from any assessments thereafter levied or from the lien accruing from such assessments, and no subsequent sale or transfer shall release such Lot, Condominium Unit or other portion of the Property from liability for any assessment, interest or charges which thereafter become due or from any lien therefor.

Section 5.07 Collection of Assessment and Creation of Lien. If any assessment shall not be paid within thirty (30) days from the date payment is due, the Association may sue the Owner(s) and obtain a personal judgment against said Owner(s) and/or may enforce the lien in the Circuit Court for Oakland County, Michigan in the same manner as, and by following similar procedures which are required for, the foreclosure of mortgages, whether by advertisement or judicial action, including the allowance of such costs and reasonable attorneys' fees as would be taxable in the foreclosure of a mortgage.

Section 5.08 Action by the City of Novi. In the event the Association fails at any time to maintain the Conservancy Areas in accordance with the terms of the RUD Agreement, the City of Novi will have the rights which are set forth in said RUD Agreement, as said RUD Agreement may be amended from time to time.

ARTICLE VI
GENERAL PROVISIONS

Section 6.01 Amendment. The covenants, conditions, restrictions and agreements of this Declaration, as they relate to any portion of the Property, may be amended, substituted or terminated by Developer, without the consent of any other Owner or any other person or entity whatsoever (whether or not any such person or entity shall now or hereafter have any interest in any portion of the Property, including mortgagees), at any time prior to the date on which Developer withdraws as the sole Director of the Association pursuant to Section 3.05 above, subject to the approval of the City of Novi, if such approval is required. Thereafter, the covenants, conditions, and restrictions of the Declaration may be amended, at any time by the Association if, at a special meeting called for such purpose, the Association has received the vote of seventy-five (75%) percent of the total votes, cast in person or by proxy at a meeting of the Association

Members duly called for such purpose, subject to the approval of the City of Novi, if such approval is required. In the event Developer then continues to own any Lots, Condominium Units or any other portion of the Property, the written consent of the Developer to any amendment of this Declaration shall also be required.

Section 6.02 Term. The covenants and restrictions 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 pursuant to the procedures described in Section 6.01 above, subject to the provisions of the RUD Agreement.

Section 6.03 Enforcement. Developer, the Association and any Owner shall have the right to enforce, by proceedings at law or in equity, all covenants, conditions, restrictions, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by Developer, the Association or any Owner to enforce any covenants or restrictions contained in this Declaration shall in no event be deemed a waiver thereof or a waiver of any right to enforce the same at any time in the future.

Section 6.04 Severability. The invalidation of any one or more of the covenants and restrictions 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.

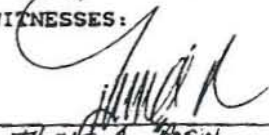
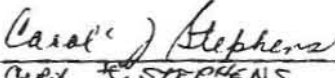
Section 6.05 Notices. Each Owner shall file the correct mailing address of such Owner with the Association and shall promptly notify the Association in writing of any subsequent change of address. The Association shall maintain a file of such addresses and make the same available to any Member upon written request. 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 6.06 Number and Gender. As used in this Declaration, any gender shall include any other gender, the plural shall include the singular and the singular shall include the plural, whenever appropriate.

Section 6.07 Execution of Additional Documents. Each of the Owners hereby agrees, at the request of Developer or the Association, to perform such further acts and execute all such further documents as may be required or desirable in the sole discretion of Developer or the Association, to carry out the purposes of this Declaration.

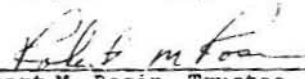
IN WITNESS WHEREOF, the undersigned has hereunto set its hand this 12 day of MAY, 1989.

WITNESSES:


Robert M. Rosin

CARL S. STEPHENS

BRIARWOOD OF NOVI PARTNERS, a Michigan co-partnership

By:


 Robert M. Rosin, Trustee under Robert M. Rosin Property Trust Agreement, dated April 13, 1988, Partner

(Jurat contained on Page 11)

10899PG824

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me
this 12th day of May, 1989 by Robert M. Rosin, Trustee
under Robert M. Rosin Property Trust Agreement, dated April 13,
1988, as Partner of Briarwood of Novi Partners, a Michigan
co-partnership.

Carol J. Stephens
Notary Public
Oakland County, Michigan

My Commission Expires: _____

WHEN RECORDED RETURN TO:

Attn: Tom Rosin
BRIARWOOD OF NOVI PARTNERS
28250 Franklin Road
Southfield, Michigan 48034

CAROL J. STEPHENS
Notary Public, Oakland County, Michigan
My Commission Expires February 10, 1992

CS

892925SLW15d0512

LEGAL DESCRIPTION

Part of the West $\frac{1}{2}$ of Section 21, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as beginning at the West $\frac{1}{4}$ corner of said Section 21; thence North $03^{\circ}21'12''$ West, 362.64 feet (previously described as North $00^{\circ}47'00''$ West, 363.00 feet), along the West line of said Section 21 and the centerline of Beck Road; thence North $87^{\circ}06'51''$ East, 1318.60 feet (previously recorded as North $89^{\circ}32'18''$ East), along an extension of, and the Southerly line of "Pioneer Meadows No. 1", as recorded in Liber 97 of Plats, on Page 22, Oakland County Records; thence South $04^{\circ}19'45''$ East, 377.75 feet (previously described as South $01^{\circ}45'20''$ East, 378.70 feet), to the East and West $\frac{1}{4}$ line of said Section 21; thence North $87^{\circ}45'47''$ East, 144.65 feet (previously described as South $89^{\circ}38'30''$ East), along the East and West $\frac{1}{4}$ line of said Section 21; thence South $02^{\circ}45'16''$ East, 2640.53 feet (previously described as South $00^{\circ}12'40''$ East, 2638.56 feet), to the South line of said Section 21 and the centerline of Ten Mile Road; thence South $87^{\circ}48'04''$ West, 624.20 feet (previously described as North $89^{\circ}39'30''$ West), along the South line of said Section 21 and the centerline of Ten Mile Road; thence North $02^{\circ}26'38''$ West, 600.00 feet (previously described as North $00^{\circ}06'30''$ East); thence South $87^{\circ}48'04''$ West, 860.00 feet (previously described as North $89^{\circ}39'30''$ West), to the West line of said Section 21 and the centerline of Beck Road; thence North $02^{\circ}26'38''$ West, 2039.45 feet (previously described as North $00^{\circ}06'30''$ East, 2038.89 feet), along the West line of said Section 21 and the centerline of Beck Road, to the point of beginning. All of the above containing 88.901 Acres (previously described as 88.884). All of the above being subject to the rights of the public in Beck Road and Ten Mile Road. All of the above being subject to easements, restrictions and right-of-ways of record.

(22-21-300-001)

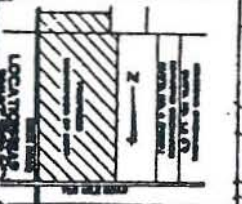
EXHIBIT A

198809026

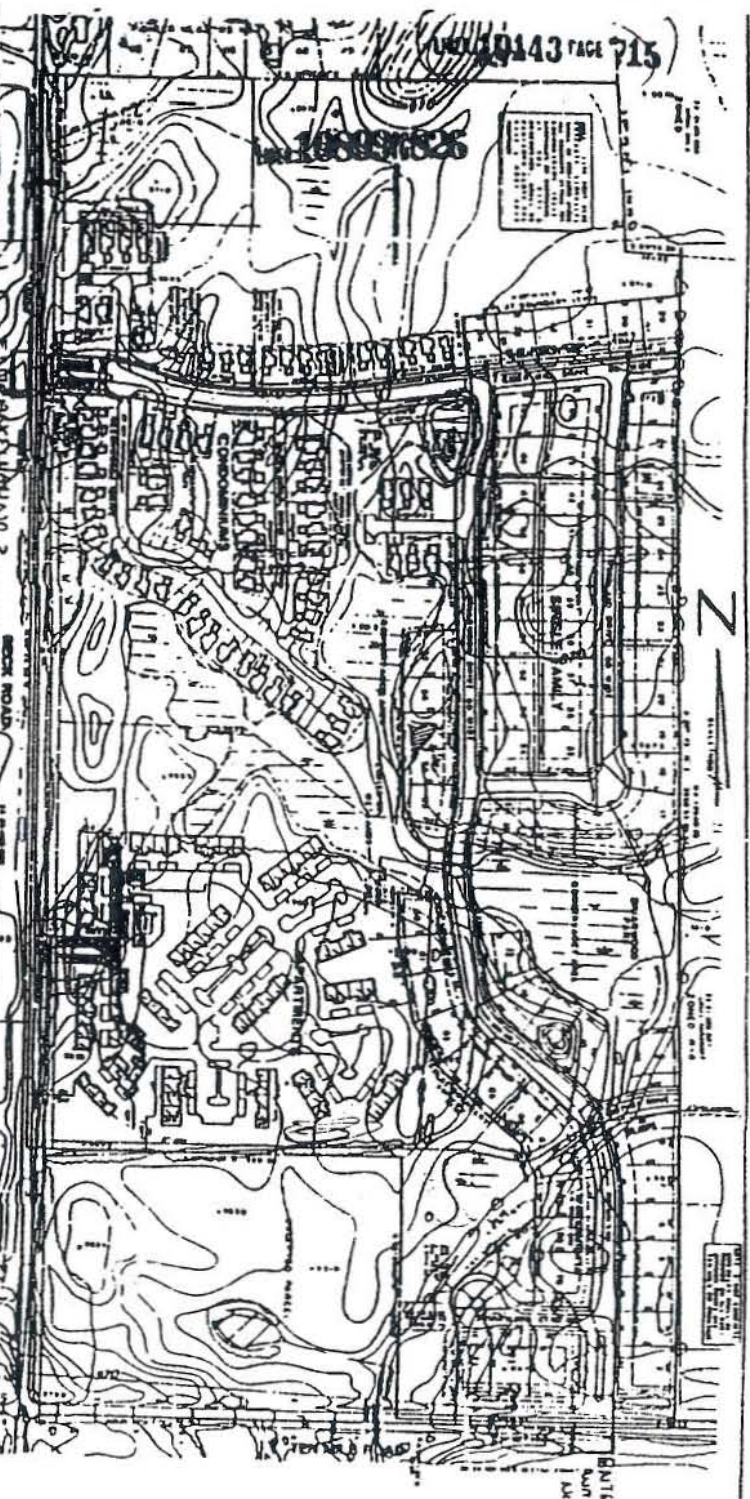
LEGAL DESCRIPTION

LEGAL DESCRIPTION
The following is a legal description of the land shown on this map, as recorded in the public records of the State of California, County of Santa Clara, Book 10, Page 10000.

LEGEND
The following symbols are used on this map to indicate the various features shown:



PROMISOR
JAMES EARL GILBERT
PROMISEE
BANK OF AMERICA
PRELIMINARY PLAN
BANKWOOD OF NO
RECORDED IN
BOOK 10, PAGE 10000



N

UNIT 49143 PAGE 715