"BRIARWOOD OF NOVI"

Pt of SW/4 Sec 21, T1N, R8E, City of Novi, Oakland County, MI

Sidewell No. 22-21-300-001
Briarwood of Novi Partners, a MI Co-Ptshp etal
Reception No. 177397
73 Lots No 1-73 Inc. 6 2 Parks

RECORDED:
Mon 14 November 1988 @ 1632 Hours

Recorder: Briarwood of Novi Partners, a MI Co-Partnership etal
Recorded: November 14, 1988
Sec 21, pt of SW/4, T1N, R8E, City of Novi

Homes only
BRIARWOOD OF NOVI SUBDIVISION as recorded in Liber 204 Pages 1, 2 & 3 O.C.R.

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION, made the date hereinafter set forth, by BRIARWOOD OF NOVI PARTNERS, a Michigan Partnership, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the Owner of certain Property in the City of Novi, County of Oakland, State of Michigan, which is more particularly described as:

SEE ATTACHED EXHIBIT A

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the Lots and real Property and be binding on all parties having any right, title, or interest in the described properties or any part thereto, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section I. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

22-21-300.00! - see last page
Section 2. "Properties" shall mean and refer to that certain real property hereinafter described in Exhibit A, commonly known as Briarwood of Novi Subdivision.

Section 3. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 4. "Declarant" shall mean and refer to Briarwood of Novi Partners, its successors and assigns.

ARTICLE II

GENERAL DESCRIPTIONS

The following restrictions are hereby placed on all Lots in Briarwood of Novi Subdivision:

(a) Land and Building Use Restrictions: Every Lot shall be restricted for use only as one single-family residential dwelling unit. No structure shall be erected, altered, placed, or permitted to remain on any residential Lot other than single, private, family dwelling, with attached private garage for not less than two (2) cars, except as herein provided.

(b) Antennae: No exterior antennae shall be erected or maintained on any Lot or Improvement thereon in Briarwood of Novi Subdivision, except that each Lot Owner shall be entitled to erect one television antennae (not to exceed 10 feet from highest point of roof) on the exterior of his residence for the sole use of the Lot Owner and his family, provided, however, licensed radio amateurs, licensed by Federal Communications Commission, may be allowed an antennae for their use as "licensed radio amateurs"; provided, however, approval, if necessary, is first obtained
by the appropriate public body of the City of Novi.
Further, no satellite antennas (Dish) shall be erected or
maintained on the dwelling unit or Lot.

(c) Lot Divisions: No Lot may be divided, provided,
however, that the Declarant may approve the division of a
vacant Lot where a portion of said vacant Lot is to be
combined with an adjoining Lot and which thereafter shall be
considered to be a part of said adjoining Lot for all
purposes including voting rights. Lot splits shall be in
accordance with the requirements of the City of Novi.

(d) Animals: No animals of any kind shall be raised,
brind, or kept, except that a reasonable number of dogs,
cats, or other household pets may be kept, provided that
they are not kept, bred, or maintained for any commercial
purpose. A "reasonable number" as used in this Section
shall ordinarily mean no more than two (2) pets per
household.

(e) Nuisances: No rubbish or debris of any kind shall
be placed or permitted to accumulate upon any Lot or
Property within Briarwood of Novi Subdivision and no odors
shall be permitted to arise therefrom so as to render any
such Lot or Property or any portion thereof unsanitary,
unsightly, offensive, or detrimental to any other Lot or
Property in the vicinity thereof or to its occupants. No
noise or other nuisance shall be permitted to exist or
operate upon any such Lot or Property in the vicinity
thereof or to its occupants. Without limiting the
generality of any of the foregoing provisions, no exterior
speakers, horns, whistles, bells, or other sound devices
(other than security devices used exclusively for security
purposes) shall be located, used, or placed on any such Lot
or Property.

(f) Exterior Maintenance and Repair: No improvement
upon any Lot or Property within Briarwood of Novi
Subdivision shall be permitted to fall into disrepair, and
each improvement shall at all times be kept in good
condition and repair. All such maintenance, repair, and
upkeep shall be the responsibility of the Owner of the Lot
or Property in need thereof.

(g) Appearance of Lot: No garbage or trash containers
may be placed in front of the Lot or Property for more than
a twenty-four (24) hour period. No wash poles or lines or
clothing shall be permitted in front or side yard area. The
premises shall be kept free of unsightly weeds and trash at
all times, and grass shall not be permitted to exceed six

(h) Drainage: There shall be no interference with the
established drainage pattern over any Lots or Property
within Briarwood of Novi Subdivision unless adequate
provision is made for proper drainage. For the purposes
hereof, "Established Drainage" is defined as the drainage
which exists at the time the overall grading is completed.

(i) No Hazardous Activities: No activities shall be
conducted on any Lot or Property and no improvements shall
be constructed on any Lot or Property which are or might be
unsafe or hazardous to any person or property.
(j) Vehicle Storage and Repair: No house trailer, camping trailer, hauling trailer, running gear or boat or accessories thereto, truck or pickup or van or camper van shall be parked, stored, repaired, or maintained on any lot except within a private garage. This restriction shall not apply to commercial or other vehicles making business or service calls or deliveries to the residents or owners of lots or to contractors within the properties.

(k) Easements: Easements for construction, installation, modification, and maintenance of public utilities, surface drainage facilities, and sanitary sewer, storm sewer, and water main facilities are reserved as shown on the plat and/or as may otherwise appear of record as set forth herein. No structure, planting, or other materials or obstacle shall be placed or permitted to remain within the area reserved herein for such easements which may damage or interfere in any way with the installation and maintenance of such service facilities and utilities including without limitation facilities for underground electrical and telephone distribution systems which may affect, change, obstruct, or retard the flow or direction of
water in and through drainage channels in such easements; or which may change, obstruct, or retard the flow of surface water or would be detrimental to the property of others and/or change or affect the finished grade of any lot once established by Developer. The easement area contained in each lot and all improvements therein shall be maintained in presentable condition continuously by the lot owner, other than as to utilities for which a public authority or utility company shall be responsible. Drainage ditches now located or hereafter constructed in the subdivision shall not be drained, filled, altered, changed, dammed, or widened without the express written consent of Declarant and shall be in conformity with governing municipality or the City of Novi.

(1) Intersection Sight Distance: No fence, wall, structure, planting, or obstruction shall be erected, established, or maintained on any corner lot within a triangular area formed by the street lines and a connection line which runs from points twenty-five (25) feet from the intersection of such street lines which shall have a height that is more than two (2) feet; provided, however, shade trees with wide branches which are at least eight (8) feet above ground shall be permitted within such area.

(m) Fences/Dog Runs: No fence or wall may be erected or maintained on or along the side, front, or rear lot line of any lot unless required by local ordinance with the following exceptions: fences used for dog runs are permitted, so long as they are located only in the rear area adjacent to a wall of the main dwelling or garage and face
the rear or interior of the Lot.

(n) Swimming Pool: No swimming pool shall be built on any Lot or Property which is higher than one (1) foot above the final Lot grade.

(o) Exemption of Declarant. Nothing in this Declaration of Covenants, Conditions, and Restrictions shall limit the right of Declarant to complete excavation, grading, and construction of improvements to any Property within Briarwood of Novi Subdivision or to alter the foregoing or to construct such additional improvements as Declarant deems advisable in the course of development of Briarwood of Novi Subdivision or to use any structure in Briarwood of Novi Subdivision as a model home or real estate sales or leasing office. The rights of Declarant hereunder and elsewhere in these restrictions may be assigned by Declarant.

ARTICLE III

GENERAL PROVISIONS

Section 1. Enforcement: The Owner or Declarant shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability: Invalidation of any one (1) of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.
Section 3. Amendment: The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy five (75%) percent of the Lot Owners, except as provided in Section 4 below. Any Amendment must be recorded.

Section 4: Nothing in this Declaration of Covenants, Conditions, and Restrictions shall limit the Declarant from unilaterally amending any of the covenants, conditions, and restrictions of this Agreement for any reason for a period of ten (10) years from date hereof or until such time as seventy five (75%) percent of the Lots have been sold by the Declarant, whichever occurs last in time.

Section 5: Membership in Association: Each Owner of a Lot, by acceptance of a deed or execution of a land contract therefor, whether or not it shall be so expressed in such deed or land contract, shall be a member of a non-profit association created pursuant to the below-described Residential Unit Development Agreement. Each Owner of a Lot, by acceptance of a deed or execution of a land contract therefor, whether or not it shall be so expressed in such deed or land contract, is deemed to covenant and agree to pay to the association annual general assessments and special assessments. The assessments shall be a continuing
lien upon each such Lot and may be foreclosed upon by the Association. All lots within the Briarwood of Novi Subdivision are bound by and are subject to the conditions and obligations contained in a Residential Unit Development Agreement dated June 29, 1981, as amended September 16, 1987, recorded in Liber 8046, Pages 261-268 and Liber 10143, Pages 705-715, Oakland County Records.

The Association will, amongst other things, be liable for the expenses of maintaining the conservancy areas, including payment of taxes, and also for the expenses incurred in maintaining, replacing, and payment of taxes for the entranceways. Members of the Association will include individual owners of condominium units and may include the owner of the apartment development, all as set forth more fully in a Residential Unit Development Agreement dated June 29, 1981, as amended September 16, 1987, recorded at Liber 8046, Pages 261-268 and (as amended) in Liber 10143, Page 705-715, Oakland County Records. In addition, the Association will be liable and responsible for all matters set forth in said Residential Unit Development Agreement and Amendment thereto.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set its hand and seal this 8th day of November, 1988.

BRIARWOOD OF NOVI PARTNERS,
a Michigan Partnership

By: ROBERT M. ROSIN, Trustee
under Robert M. Rosin
Property Trust Agreement
Dated April 13, 1988,
PARTNER

GREEN ORCHARD HOLDING AGENCY,
a Michigan Partnership

By: Max Sheldon, Partner
STATE OF MICHIGAN)        SS
COUNTY OF OAKLAND)        SS

The foregoing instrument was acknowledged before me this 8th day of November, 1988 by ROBERT M. ROSIN, Trustee under Robert M. Rosin Property Trust Agreement dated April 13, 1988, which is a Partner of BRIARWOOD OF NOVI PARTNERS, a Michigan Partnership, who executed said document on behalf of said Partnership.

Carol J. Stephens
Notary Public
Oakland County, Michigan
My Commission Expires:

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

STATE OF MICHIGAN)        SS
COUNTY OF OAKLAND)        SS

The foregoing instrument was acknowledged before me this 8th day of November, 1988 by Max Sheldon, who is a Partner of Green Orchard Holding Agency, a Michigan Partnership, who executed said document on behalf of said partnership.

Carol J. Stephens
Notary Public
Oakland County, Michigan
My Commission Expires:

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

When recorded, return to:

BRIARWOOD OF NOVI PARTNERS
28250 Franklin Road
Southfield, MI 48034
(313) 353-9650
"EXHIBIT A"

A part of the Southwest 1/4 of Section 21, Towa 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as commencing at the West 1/4 corner of said Section 21; thence South 02°26'38" East, 260.00 feet, along the West line of said Section 21 and the centerline of Beck Road, to the point of beginning; thence North 87°33'22" East, 78.80 feet; thence 164.05 feet along a curve to the right, said curve having a radius of 529.65 feet, a central angle of 17°44'48", and a chord bearing and distance of South 83°34'15" East, 163.40 feet; thence 432.96 feet along a curve to the left, said curve having a radius of 990.00 feet, a central angle of 25°03'27", and a chord bearing and distance of South 87°13'35" East, 429.32 feet; thence North 80°14'44" East, 333.33 feet; thence North 09°45'16" West, 125.00 feet; thence North 02°45'16" East, 2550.53 feet, to the South line of said Section 21 and the centerline of Ten Mile Road; thence South 02°48'04" West, 486.14 feet, along the South line of said Section 21 and the centerline of Ten Mile Road; thence North 02°45'16" West, 208.51 feet; thence North 02-14'44" East, 333.33 feet; thence North 09-45'16" West, 125.00 feet; thence North 80-14'44" East, 491.67 feet; thence South 02-45'16" East, 292.46 feet; thence North 76-17'54" West, 317.56 feet; thence North 82-25'34" West, 65.25 feet; thence South 87-26'06" West, 217.13 feet; thence South 87°33'22" West, 78.80 feet, to the West line of said Section 21 and the centerline of Beck Road, to the point of beginning. All of the above containing 31.128 acres.