

LIBER 12962 PG 401

SECOND AMENDED AND RESTATED DECLARATION OF
EASEMENTS, COVENANTS AND RESTRICTIONS
FOR BRADFORD OF NOVI SUBDIVISION NO. 1
BRADFORD OF NOVI SUBDIVISION NO. 2 AND
BRADFORD OF NOVI SUBDIVISION NO. 3

#92 REG/DEEDS PAID
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#598 MISC 95.00

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WHEREAS, SINGH II LIMITED PARTNERSHIP, a Michigan limited partnership, whose address is 219 Elm Street, Birmingham, Michigan 48009 (the "Declarant") is the assignee of Singh of Novi Limited Partnership, a Michigan limited partnership, (the "Prior Declarant") as developer of a certain subdivision of land located on land in the City of Novi, Oakland County, Michigan, as described in Exhibit A attached hereto, known as Bradford of Novi Subdivision, which was established as a subdivision pursuant to the plat thereof as recorded in Liber 191, Pages 14 and 15, Oakland County Records ("Bradford of Novi Subdivision No. 1");

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WHEREAS, the Declarant is the developer of a certain subdivision of land located on land in the City of Novi, Oakland County, Michigan, as described in Exhibit B attached hereto, known as Bradford of Novi Subdivision No. 2, which was established as a subdivision pursuant to the plat thereof as recorded in Liber 213, Pages 1, 2 and 3, Oakland County Records ("Bradford of Novi Subdivision No. 2");

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WHEREAS, the Prior Declarant has recorded a Declaration of Easements, Covenants and Restrictions dated October 27, 1986 in Liber 9701, Pages 373 through 410, Oakland County Records, and the Declarant has recorded a First Amended and Restated Declaration of Easements, Covenants and Restrictions dated August 3, 1991, as recorded in Liber 11520, Pages 505 through 545, Oakland County Records (collectively, the "Declaration");

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Bradford of Novi - Ent 22-33-226-000 OK - G.
Bradford of Novi 2 - Ent 22-33-251-000
R. M. N. L. 22-33-111-000 NEW YORK

WHEREAS, the Declarant is the owner of fee simple title to certain lands adjacent to Bradford of Novi Subdivision No. 2, which lands are described in Exhibit C attached hereto;

WHEREAS, the Declarant desires to create a subdivision of land to be known as Bradford of Novi Subdivision No. 3 ("Bradford of Novi Subdivision No. 3") (Bradford of Novi Subdivision No. 1, Bradford of Novi Subdivision No. 2, and Bradford of Novi Subdivision No. 3 are also referred to individually as "Subdivision" and collectively as "Subdivisions");

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

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

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

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

NOW, THEREFORE, in consideration of the mutual benefits derived by the Declarant, its successors and assigns, and for all Owners of Lots in Bradford of Novi Subdivision No. 1 and Bradford of Novi Subdivision No. 2, and all intending purchasers and future Owners of the various Lots comprising the Subdivisions, the Declarant, for itself, its successors and assigns, does hereby publish, declare and make known to all present Owners and intending purchasers and future Owners of the Lots comprising the Subdivisions, that the same will and shall be used, owned, held, and/or sold expressly subject to the following conditions, easements, covenants, restrictions and agreements which shall be incorporated by reference in all deeds of conveyance and contracts for the sale of said Lots and shall run with the land and be binding upon all grantees of individual Lots in the 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 Homeowners' Association, a Michigan non-profit corporation, its successors and assigns;
- b. "Builder" shall mean and refer to any person or entity who acquires a Lot for the purpose of engaging in and does engage in the business of constructing residential buildings for the purpose of resale and not for his own use;
- 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. "Declarant" shall mean and refer to Singh II Limited Partnership, a Michigan limited partnership, and its successors;

f. "Declaration" shall mean and refer to this Second 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;

g. "Lot" shall mean and refer to any numbered lot shown on the recorded plats of the Subdivisions and any future subdivision hereinafter annexed;

h. "Member" shall mean and refer to those persons entitled to membership in the Association, as provided in this Declaration;

i. "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 or any future subdivision hereinafter annexed. When more than one person or entity is the Owner of a Lot, all such persons or entities shall be Members. If any Lot is sold on a land contract, the land contract purchaser shall be considered the Owner. Those persons having any interest in a Lot merely as security for the performance of an obligation are not included;

j. "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 Part West, and any other areas subsequently designated as private parks or on the Plats;

k. "Subsequent Phase" shall mean any and all subsequent phases of the Subdivision, including adjacent subdivisions, which may in the sole discretion of the Declarant be created by the recording of plats;

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

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

ARTICLE II

ESTABLISHMENT AND DEDICATION

Section 1. Establishment of Non-Profit Corporation.

There is hereby established an association of Owners of Lots 1 through 54, inclusive, Bradford of Novi Subdivision No. 1, and Lots 55 through 101, inclusive, of Bradford of Novi Subdivision No. 2, and Lots 102 through 138, inclusive, of proposed Bradford of Novi Subdivision No. 3, to be known as the Bradford of Novi Homeowners' Association. The Association shall be incorporated and organized at any time not later than when ninety-five (95%) percent of the Lots are owned by persons other

than the Declarant or any Builder. The Association shall be organized as a non-profit corporation for a perpetual term under the laws of the State of Michigan and shall have such powers as are enumerated in this Declaration as well as those set forth in the corporate Articles and Bylaws for the Association.

Section 2. Dedication of Common Area.

The Declarant hereby dedicates and conveys to each Owner of a Lot in the Subdivisions a right and easement of enjoyment in and to the Common Areas and hereby covenants that within ten (10) years after the date the Plat has been recorded it will convey the Common Areas to the Association free and clear of all liens and encumbrances except as set forth herein. Title to the Common Areas shall vest in the Association subject to the rights and easements of enjoyment in and to such Common Areas by the Owners. Said easement of enjoyment shall not be personal, but shall be considered to be appurtenant to the Lots and shall pass with the title to the Lots whether or not specifically set forth in the deeds of conveyance of the Lots.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment.

The Declarant hereby grants to each Owner and his respective successors and assigns, 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, the Declarant 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 V, 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 by the Declarant, if the Declarant has an ownership interest in any Lot at the time of the grant, and fifty-one (51%) percent of the Members has been recorded.

Section 3. Declarant's Rights To Dedicate Or Transfer Property.

The Declarant reserves the right to dedicate or transfer:

a. All or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be required by the Subdivision Control Act of 1967, as amended, or in the best interests of the Subdivision as determined by the Declarant; and

b. The Declarant reserves the right to grant an easement to use and enjoy the Common Areas to the owners of any lot in any Subsequent Phase of the Subdivision, if any, if the Declarant grants an easement to use and enjoy the common areas of such other phase to the owners of the Lots in the Subdivision.

Section 4. 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 5. Utility And Storm Drainage Easements.

The Declarant hereby dedicates and reserves the following Easements:

a. Easements for the installation, maintenance, repair, replacement, modification and/or removal of utilities, underground television cable, sanitary and storm sewer lines,

water mains, drainage lines, surface drainage swales and any other improvements which would serve the Subdivision and any Subsequent Phase are reserved to the Declarant and its successors and assigns, as shown on the Plat, in, on, under and over the Common Areas, 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. With respect to easements in any Subsequent Phase, the easements may be located and established as deemed necessary or beneficial by the Declarant.

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 Declarant 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 6. Alteration of Common Areas and Easements.

The Declarant reserves the right, without the consent of the Association or any of its Members, 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 7. Signage.

Declarant reserves the right to own and maintain a sign at the entrance of Bradford of Novi Subdivision No. 1, which shall bear the name "Bradford of Novi" and the words "A Singh Development", and to maintain an easement for such sign as shown on the Plat for Bradford of Novi Subdivision No. 1. If the sign is dedicated to the Association, the sign or any replacement sign shall continue to bear the aforesaid inscription in prominent letters.

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 therefor, 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 reasonable attorney's 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 reasonable attorney's fees, shall also be the personal obligation of all persons who were Owners of the Lots at the time such assessments fell due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them. The obligation of the Declarant and each Builder as to assessments is separately set forth in Section 3 of this Article.

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 Subsequent Phases; 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. Rate of Assessment.

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. However, notwithstanding anything to the contrary contained herein or elsewhere in this Declaration, no assessment shall be levied against a Lot owned by the Declarant or any Builder except that Builders shall be assessed in the same manner as any other owner five (5) years after the date of the recording of the Plat or subsequent Plat or for any subsequent phase of the Subdivision which relates to the particular Lot for which the assessment is made.

Section 4. Maximum Annual Assessment.

The annual assessments shall not exceed the following amounts:

a. Until January 1 of the year immediately following the first conveyance of a Lot to an Owner, excluding Builders, the maximum annual assessment shall not exceed One Hundred (\$100.00) Dollars per Lot;

b. From and after January 1 of the year immediately following the first conveyance of a Lot to any Owner, excluding Builders, the annual assessment may be increased each year without a vote of the members by an amount of not more than ten (10%) percent of the assessment for the previous year; and

c. From and after January 1 of the year immediately following the first conveyance of a Lot to an Owner, excluding Builders, the annual assessment may be increased by an amount in excess of ten (10%) 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. First Assessment.

Upon purchasing any Lot from a Builder or the Declarant, an Owner other than a Builder shall be liable for the assessment for the year in which the Lot is purchased, which shall be prorated to the date of closing and payable upon closing. Such Owner shall also be liable for a one-time assessment of One Hundred (\$100.00) Dollars for working capital, which shall be payable upon closing.

Section 6. Special Assessments for Acquisitions and Capital Improvements.

In addition to the annual assessments authorized above, 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 7. Notice and Quorum for Action Authorized Under Sections 4 and 6.

Written notice shall be sent to all Members not less than fifteen (15) days nor more than thirty (30) days in advance of any meeting called for the purpose of taking any action authorized under Sections 4 or 6 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 8. Notice of Annual Assessments and Due Date.

The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period and determine whether the annual assessment will be payable on a monthly, quarterly, semi-annual or annual basis. Written notice of the annual assessment shall be sent to every Owner subject thereto. 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 9. Effect of Non-payment of Assessments; Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate permitted by law. The Association may bring an action against the Owners personally obligated to pay the same or foreclose the lien against the Lot. No Owner may waive or otherwise avoid liability for the assessments by non-use of the Common Areas or abandonment of his Lot.

Section 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 Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and to any other contractual lien as to Lots owned by the Declarant. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien but not the obligation for payment of such assessments as to payments which became due prior to such sale or transfer. 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, 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 Declarant. Committee members are not required to be members of the Association, and may be employees, officers,

directors, agents or affiliates of the Declarant. Each member of the Committee shall serve until he resigns or is replaced by a subsequent appointee. The Declarant may delegate or assign its power of appointment of Committee members to its successors, assigns, or the Association.

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

Section 2. Preliminary Plans.

Preliminary plans 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 in order to fulfill its function.

Section 4. Compliance with Building and Use Restrictions.

No approval by the Committee shall be valid if the structure or improvement violates any of the restrictions set forth in Article 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 non-compliance 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 Builder or Owner for the purposes of reviewing plans for the construction of a residence. The fee may not be utilized for the purposes of paying salaries to any members of the Committee but shall be utilized exclusively for the purposes of reimbursing actual expenses of the Committee, including but not limited to, professional review fees of independent consultants.

ARTICLE 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. 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) nor more than three (3) automobiles.

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 so as

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.

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

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. Domestic animals commonly deemed to be household pets may be kept by the Owner and members of his household so long as such pets shall have such care so as not to be objectionable or offensive to others due to noise, odor or unsanitary conditions. Any domestic animal kept by an Owner shall be kept either on a leash or in a run or pen, and shall not be allowed to run loose or unattended. No runs or pens shall be permitted to be erected or maintained unless located within the rear yard adjacent to a wall of the main dwelling or garage and

facing the rear or the interior of the Lot, nor shall such runs or pens extend beyond the end of the dwelling or garage into the side yard. 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, constructed, or maintained 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. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is

maintained at sufficient height to prevent obstruction of the sight lines.

Section 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. The Declarant, any Builders or their subcontractors, and/or independent contractors contracting with an Owner, may erect temporary storage buildings for materials and supplies to be used in the construction of houses during the period when new houses are under construction in the Subdivision by the Declarant and/or Builder, and/or independent contractor.

Section 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 road side 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 house trailers, commercial vehicles, boat trailers, boats, camping, recreational vehicles or camping trailers, horse trailers or other utility trailers or vehicles may be parked on or stored on any Lot, unless stored fully enclosed within an attached garage. Commercial vehicles and trucks shall not be parked in the Subdivision except while making normal deliveries or pickups in the normal course of business. However, a construction trailer may be maintained by each Builder or independent contractor contracting with an Owner during the period when new houses are under construction in the Subdivision by the Builder or independent contractor;

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. 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.

Section 15. Sales Agency and/or Business Office.

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

Section 16. Lease Restrictions.

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

Section 17. 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 18. 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; provided, however, that low ornamental fencing along the front lot line in architectural harmony with the design of the house, may be erected. 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. All fences must be constructed of pressure treated wood, brick, stone, wrought-iron or the materials used for the construction of the exterior of the residence.

Section 19. Signs.

No sign or billboard of any kind shall be placed, erected or maintained on any Lot. The provisions of this paragraph shall not apply to such signs as may be installed or erected on any Lot by Declarant, or any Builder during such periods as any

residence is being used as a model or for display purposes, or for purposes of resale by any Owner.

Section 20. 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 completed within six (6) months of occupancy.

Section 21. Sidewalks and Street Trees.

Sidewalks shall be installed if required by the City of Novi. Trees shall be planted in the right-of-way adjacent to each Lot as required by the City of Novi.

Section 22. 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 in order to prevent an unsightly or unsafe condition.

Section 23. Landscaping.

Any Owner taking occupancy of a newly constructed residence upon any Lot between September 1 and May 1 shall have his lawn finished-graded and seeded or sodded by the next June 30. Any Owner taking occupancy of a newly constructed home between May 1 and August 31 shall have his lawn finished-graded and seeded or

sodded within sixty (60) days of occupancy. 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 be well-maintained at all times.

Section 24. 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.

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, the Declarant and Builders from the burden of any liability resulting from accidents which may cause death or injury to anyone or damage or casualty to personal property while in the Common Areas or on any property under the jurisdiction or control of the Association.

Section 3. Published Rules.

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

Section 4. Use of Parks.

a. Neither the Declarant, 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 5. Maintenance of Non-Road Improvements in the Right-of-Way.

The Association shall maintain the median islands and all landscaping situated thereon which are 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

GENERAL PROVISIONS

Section 1. Enforcement.

The Declarant, the Association or any Owner shall have the right to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Declarant, the

Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed an estoppel or a waiver of the right to do so thereafter.

The Declarant or the Association shall have the right to enter upon any Lot for the purposes of mowing, cutting, weeding or removing any unsightly growth which in the opinion of the Declarant or the Association detracts from the overall attractiveness of the health and welfare of the Subdivisions. The Declarant or the Association may enter upon the Lots for the purpose of removing any debris or trash from the Lot. The Declarant or the Association shall be under no obligation to take such affirmative action. Any costs incurred in such action by the Declarant or Association shall be chargeable against the owner and shall constitute a lien against the Lot.

Section 2. 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 3. Amendment.

The covenants, restrictions and conditions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for an additional period of ten (10) years. The Declaration may be amended during the first

Lots and Common Areas may be annexed to the Association by Declarant without the consent or approval of the Association or any of its Members or any Owner. Annexation by action of the Association shall require the consent of two-thirds (2/3) of its Members.

**Section 5. Assignment or Transfer
of Rights and Powers.**

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

**Section 6. Appointment of Declarant as
Attorney-in-Fact.**

All Owners, their successors and assigns hereby irrevocably appoint the Declarant as their agent and attorney-in-fact for the purpose of executing any document necessary to

allow Declarant to do any thing which Declarant is entitled to do under the terms of this Declaration.

Section 7. Additional Signatories.

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

Section 8. Effect on Prior Declaration.

Upon the recordation of this Second 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 Declarant, having obtained the consent of all the Parties with an ownership interest or security interest in the Subdivision, has executed this Second Amended and Restated Declaration on the 27th day of July, 1992.

WITNESSED:

DECLARANT:

SINGH II LIMITED PARTNERSHIP, a Michigan limited partnership

By: Singh General Corporation, a Michigan corporation, General Partner

By: Lushman S. Grewal
Lushman S. Grewal,
Vice-President

G. Michael Kahm
G. Michael Kahm

Sharon L. Rochon
Sharon L. Rochon

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, 68.21 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, 38.61 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 80 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 349.58 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, 85.00 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.

Ent 22-33-226-000

EXHIBIT B

LEGAL DESCRIPTION
"BRADFORD OF NOVI 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 $89^{\circ}39'04''$ East, 2161.65 feet along the North line of said Section 33 and the centerline of Nine Mile Road; thence South $00^{\circ}39'36''$ West, 421.00 feet; thence South $89^{\circ}39'04''$ East, 377.90 feet; thence South $00^{\circ}09'51''$ West, 79.00 feet, to the point of beginning; thence South $89^{\circ}39'24''$ East, 385.44 feet; thence South $00^{\circ}09'51''$ West, 29.67 feet; thence South $89^{\circ}39'28''$ 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 $00^{\circ}09'02''$ West, 1161.91 feet along the West line of said "Bradford of Novi", to the southwest corner of said "Bradford of Novi"; thence North $89^{\circ}50'20''$ 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 $00^{\circ}13'10''$ West, 934.06 feet (previously recorded as North $00^{\circ}09'40''$ 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 $89^{\circ}37'24''$ West, 419.68 feet (previously recorded as South $89^{\circ}38'23''$ 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 $00^{\circ}22'36''$ East, 8.74 feet; thence North $46^{\circ}37'24''$ West, 438.59 feet; thence North $27^{\circ}53'36''$ West, 291.01 feet; thence North $34^{\circ}49'49''$ West, 96.74 feet; thence North $16^{\circ}41'55''$ West, 63.14 feet; thence North $34^{\circ}49'49''$ West, 160.00 feet; thence North $55^{\circ}10'11''$ East, 155.18 feet; thence North $70^{\circ}50'46''$ East, 116.55 feet; thence North $00^{\circ}09'02''$ East, 240.00 feet; thence South $89^{\circ}50'58''$ East, 36.69 feet; thence North $00^{\circ}09'02''$ East, 180.00 feet; thence North $89^{\circ}50'58''$ West, 9.94 feet; thence North $00^{\circ}09'02''$ East, 170.00 feet; thence North $89^{\circ}50'58''$ West, 43.00 feet; thence North $00^{\circ}09'02''$ East, 170.00 feet; thence North $38^{\circ}02'26''$ West, 76.34 feet; thence North $41^{\circ}33'42''$ 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 $03^{\circ}19'24''$, and a chord bearing and distance of North $55^{\circ}41'23''$ West, 16.35 feet; thence North $32^{\circ}38'55''$ East, 259.73 feet, to the point of beginning. All of the above containing 38.292 Acres. All of the above being subject to easements, rest

Sub 22-33-251-000

EXHIBIT "C"

MILLETICS AND
ASSOCIATES

LIBER 12962 444

4000 Grand River Avenue • Suite 110 • Novi, Michigan 48050
(313) 473-7880 • Fax (313) 473-7890

Job No. 86-018-3/4
June 7, 1990
Revised December 12, 1991

LEGAL DESCRIPTION
BRADFORD OF NOVI 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, 36.69 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
(CONTINUED ON PAGE 2)

22-33-100-028-NEY + NW1/4, Sec 33

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PAGE 2

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 $89^{\circ}38'23''$ East and North $89^{\circ}35'50''$ East); thence North $89^{\circ}33'05''$ 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 $89^{\circ}35'50''$ 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 $89^{\circ}36'26''$ 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 $88^{\circ}51'25''$ East); thence North $00^{\circ}39'35''$ East, 2626.09 feet, to the point of beginning. All of the above containing 35.785 Acres. All of the above being subject to the rights of the public in Nine Mile Road. All of the above being subject to easements, restrictions and right-of-ways of record.