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05/10/2017 12:50:49 PM RECEIPT# 54182
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ADDINGTON
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

The Declaration of Covenants, Easements, Building and Use Restrictions of Addington Subdivision was recorded on October 22, 1992, in Liber 13023, Page 263, Oakland County Records (hereinafter "Declaration").

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

SEE EXHIBIT A

(hereinafter "Property").

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

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

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ARTICLE I
DEFINITIONS

1. "Association" shall mean Addington Homeowners Association, a Michigan non-profit corporation, its successors and assigns.
2. "Common Areas" shall mean those portions, if any, of the Property (including any improvements thereon) for the common use and enjoyment of the Owners, which are designated as open spaces, active recreation, park, retention ponds and other common areas on the recorded plat(s) for Phase I, Phase II and any Phases thereafter.

O.K. - RC

OK - LB

3. “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 all phases.

4. “Member” shall mean a member of Addington Homeowners Association.

5. “Owner” shall mean the holder or holders of the record fee simple title to, and/or the land contract purchaser of, a Lot, whether one or more persons or entities. The term “Owner” shall not include and mortgagee or any other person or entity having an interest in a Lot 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 to such Lot by foreclosure or other proceeding or conveyance thereof in lieu of foreclosure. In the event that more than one person or entity owns an interest in the fee simple title to a Lot, or in the event any Lot is subject to a land contract, then the interests of all such persons or entities, and the interest of the land contract seller and purchaser, collectively shall be that of one Owner.

6. “Property” shall mean that certain real property described on Exhibit A, attached hereto and previously made a part hereof; which Property includes the overall development known as Addington.

7. “Wetlands” shall mean those portions of the property which are designated as wetlands on the plats recorded for Addington, and/or which are designated as such by any other governmental unit or agency having jurisdiction over the property.

8. “Woodlands” shall mean those portions of the property subject to woodlands protection under the ordinances of the City of Novi.

ARTICLE II
ADDINGTON HOMEOWNERS ASSOCIATION

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

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

Section 2.03 Voting Rights. Each Member shall be entitled to one vote on each matter submitted to a vote of Members for each Lot owned by the Member. Where title to a Lot is in more than one person or entity, all such persons or entities shall be Members and jointly shall be entitled to only one vote per Lot. In no event shall more than one vote be cast with respect to any Lot. Where a Lot has been sold pursuant to a land contract, the purchaser under said land contract shall be entitled to the vote for said Lot. Such multiple Owners (including co-purchasers under a land contract) may exercise said one vote per Lot as they may mutually agree, and such co-owners or co-purchasers shall notify the Association in writing of the person entitled to exercise such vote.

In the event any multiple Owners fail to provide such notice to the Association within thirty (30) days prior to the date set for a meeting, the Owner whose name first appears on record title shall be deemed to be the Member authorized to vote on behalf of all the multiple Owners and any vote cast in person or by proxy by said Owner, or the failure of said Owner to vote, shall be binding upon all such multiple Owners.

Any action the Members are required or permitted to take at an annual or special meeting, including the election of directors, may be taken without a meeting if a ballot is provided to each Member that is entitled to vote on the action. The ballot may be provided by electronic transmission and shall: (a) set forth each proposed action; (b) provide an opportunity for the Members to vote for or against each proposed action; and (c) specify a time by which the Association must receive the ballot in order to be counted as a vote of the Member. The time specified shall be not less than 20 or more than 90 days after the date the Association provides the ballot to the Members. The ballot may be returned by the Member to the Association by electronic transmission.

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

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

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

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

ARTICLE III RIGHTS IN COMMON AREAS

Section 3.01 Right of Members to Use Common Areas. Each Member of the Association shall have the right and non-exclusive easement to use the Common Areas for the purposes provided herein. Such right and easement shall be appurtenant to, and shall pass with title to, every Lot and unplatted portion of the Property.

The Common Areas shall be retained as open park and recreation areas to be used solely for sports, recreation, social, civic and cultural activities, and no dwellings shall be erected thereon. In addition, the Common Areas shall be used subject to the following provisions:

- (a) There shall be no activity within any Wetlands or Woodlands except such as is permitted by applicable statutes, ordinances, rules and regulations of those governmental units having jurisdiction.
- (b) The Common Areas shall be used and maintained in accordance with the provisions of all maintenance and/or easement agreements entered into by the Association and the City of Novi with respect to the Property or any portion thereof, and any amendments to such agreements.
- (c) The Association shall have the right to establish such rules and regulations as the Board of Directors may deem reasonably necessary or desirable for the safe, orderly and convenient operation and use of the Common Areas and the improvements, equipment or facilities located thereon.
- (d) The Association shall have the right to suspend the voting rights of any Member and the right of any person to use the Common Areas or the facilities located thereon for any period during which any assessment against such Member's Lot is delinquent and for a period not in excess of thirty (30) days for any infraction of any rules or regulations promulgated by the Board of Directors.
- (e) The Association shall have the right to charge reasonable admission and other fees for the use of any facility or improvement located in the Common Areas.
- (f) The Association shall have the right to establish such rules and regulations as the Board of Directors may deem reasonably necessary or desirable for the preservation of any Wetlands and Woodlands located on any portion of the Property.

Section 3.02 Common Area Easements. The Association and the City of Novi, their agents and representatives, shall have a perpetual easement for reasonable access to the Open Spaces and other Common Areas at all reasonable times for purposes of maintenance, repair, operation and improvement thereof.

Private easements within the Common Areas for the construction, installation, repair, maintenance and replacement of public utilities and all related equipment, facilities and appurtenances are shown on the recorded plats.

ARTICLE IV
COVENANTS FOR MAINTENANCE AND CAPITAL CHARGES

Section 4.01 Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot, by accepting conveyance of such Lot, or, by entering into a land contract for the purchase of such Lot, shall be deemed to covenant and agree to pay to the Association when due the assessments described below, regardless of whether or not such covenant shall be expressed in such instrument of conveyance or land contract:

(a) annual assessments to meet regular Association expenses, which shall include such assessments required to maintain any easement referenced in Sections 3.02 or 5.28 of this Declaration; and

(b) special assessments for capital improvements, to be established and collected as set forth below; and

(c) special assessments for maintenance of Owners' premises, to be established and collected as set forth below; and

(d) all other assessments for taxes, levies, assessments or other charges lawfully imposed or charged to the Association with respect to the Common Areas.

The foregoing assessments, together with such interest thereon and costs of collection thereof (including court costs and reasonable attorneys' fees) which are described below, shall be a lien on the Lot against which they are made and all improvements thereon. Each such assessment, together with interest at the rate of seven (7%) percent per annum, and the costs of collection thereof, shall also constitute a personal obligation of the person who was the Owner of the Lot on the date the assessment fell due. All payments shall be applied first against late charges, attorney fees, interest and costs and thereafter against assessments in order of oldest delinquency.

Section 4.02 Purpose of Annual Assessments. The annual assessments levied under this Article IV and the working capital funds required under Section 4.03 (c), shall be used by the Association for the purpose of: (i) promoting the recreation, health, welfare and safety of the residents of the Property; (ii) improving, landscaping and maintaining the Common Areas; (iii) providing services and facilities for the benefit of residents of the Property; (iv) maintaining, beautifying and improving the streets, parkways, rights-of-way and entrance ways within the Property; and (v) discharging any taxes, insurance premiums and mortgage installments relating to the Common Areas and improvements thereon.

Section 4.03 Annual Assessments. For each fiscal year of the Association, annual assessments shall be levied and paid in the following manner:

(a) The Board of Directors of the Association shall levy against each Lot an assessment, based upon the projected costs, expenses and obligations of the Association for the ensuing fiscal year, which assessment shall be a specified amount per Lot.

(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 established by the Board of Directors 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 the thirty (30) day period shall be deemed delinquent and interest shall accrue on delinquent assessments at the rate of seven (7%) percent per annum. A late charge in the amount of \$25.00 per month, or such other amount as may be determined by the Board of Directors effective upon fifteen (15) days' notice to the members of the Association, shall be assessed automatically by the Association upon any assessment in default until paid in full.

(c) The fiscal year of the Association shall be established in the manner set forth in the Association's Bylaws.

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

Section 4.04 Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 4.03 above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any improvements on the Common Areas, including any fixtures, equipment and other personal property relating thereto, provided, however, that no such special assessment shall be levied unless first approved by sixty (60%) percent of the Members by votes, cast in person or by proxy, at a meeting of the Association Members duly called for such purpose, or by written ballot in accordance with the procedure described in Section 2.03. Written notice of such meeting shall be sent to all Members at least thirty (30) days in advance of the meeting, which notice shall set for the purpose of the meeting. 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 rate of seven (7%) percent per annum. The quorum required for the first meeting called for the purpose of voting on a special assessment shall be at least sixty-five (65%) percent of all the then authorized votes present, either in person or by proxy. If the required quorum is not present at the first meeting called for the purpose of considering the special assessment, another meeting may be called for that purpose, with notice to be given as provided for in this Section 4.04 and the required quorum at any such subsequent meeting shall be fifty (50%) percent of all the then authorized votes present, either in person or by proxy, provided that such second meeting is held within sixty (60) days from the date of the first meeting.

Section 4.05 Uniform Assessment Rate: Assessments Against Specific Properties.

(a) Subject to Section 4.05 (b) below, all annual, special and deficit assessments shall be fixed and established at the same rate for all Lots within the property.

(b) Notwithstanding Section 4.05 (a) above, and in addition to the assessments otherwise authorized in this Article V, the Association may levy a special assessment against one

or more specific Lots, for the purpose of maintaining and caring for the surface thereof and any plantings, landscaping or other vegetation located thereon. A special assessment for such purposes shall not be levied except in compliance with the following procedures:

(i) The Association, through its Board of Directors, shall first reasonably determine that the appearance of the Lot, or a portion thereof, significantly detracts from the appearance and attractiveness of the remainder of the property or otherwise constitutes a violation of the restrictions set forth in Article V herein below.

(ii) Written notice of such determination which specifies the nature of the unsatisfactory condition and the actions required to remedy the unsatisfactory condition, shall be delivered to the Owner of the Lot.

(iii) The Owner shall have a period of not less than thirty (30) days from the date the notice is received to commence the required work.

(iv) If the Owner has not commenced the required work within the thirty (30) day period or, if having commenced such work, it is not completed within a reasonable time after commencement, the Association shall have the right to enter upon the Owner's property, complete the required work and assess the cost against such Lot; provided, however, such cost shall not exceed the reasonable cost for performing such work.

(v) Any assessment levied under this Section 4.05 (b) shall be due and payable thirty (30) days from the date the Owner receives a statement. Any such assessment not paid when due shall be deemed delinquent and interest shall accrue on such delinquent assessment at the rate of seven (7%) percent per annum. A late charge in the amount of \$25.00 per month, or such other amount as may be determined by the Board of Directors effective upon fifteen (15) days' notice to the members of the Association, shall be assessed automatically by the Association upon any delinquent assessment until paid in full.

Section 4.06 Certificate With Respect to Assessments. Upon the written request of any owner, the Association shall furnish, within a reasonable time, a written certificate regarding the status of any assessments levied against such Owner's Lots(s). Any such certificate, when properly issued by the Association, shall be conclusive and binding with regard to the status of the assessment as between the Association and any bona fide purchaser of said Lots (s) described in the certificate and the lender who has taken lien on the Lot as security for the repayment of a loan.

Section 4.07 Subordination of Liens to Mortgages. The lien for assessments provided for in this Article IV shall be subordinate to the lien of any first mortgage or mortgages of record 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 is recorded. Sale or transfer of a

Lot, or any portion thereof, shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure of the first mortgage of record or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer (but in no event shall the prior Owner of said Lot be relieved of any liability for such obligations and debts); provided however the prorated portion, prorated from the date of sale or transfer, applicable to the balance of the year following the sale or transfer shall not be extinguished. No sale or transfer shall relieve such Lot from liability, or from the lien securing the obligation, for any assessments thereafter becoming due, or the portion of the current assessment prorated and applicable to the period after the sale or transfer. For the purposes of this section, the date of sale or transfer shall include the date of a Sheriff's Deed.

Section 4.09 Collection of Assessments and Foreclosure of Lien. If any assessment shall not be paid within thirty (30) days from the date payment is due, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the lien that secures payment of assessments, or both. No Owner may assert in answer or set-off to a complaint brought by the Association for nonpayment of assessments the fact that the Association or its agents have not provided services or management to the Owner.

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

Notwithstanding the foregoing, neither a judicial foreclosure action shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Owner(s) at his/her or their last known address, a written notice that assessment(s) levied against the pertinent Lot is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written Affidavit of an authorized representative of the Association that sets forth (i) the Affiant's capacity to make the Affidavit, (ii) the authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Lot(s), and (v) the name(s) of the Owner(s) of record. Such Affidavit shall be recorded in the office of the Register of Deeds in the County in which the Lot is located prior to

commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the Owner and shall inform the Owner that he/she may request a judicial hearing by bringing suit against the Association. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney's fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Owner in default and shall be secured by the lien on the Owner's Lot. An Owner in default shall not be entitled to utilize any of the Common Areas, shall not be entitled to vote at any meeting of the Association, and shall not be entitled to run for election as a director or be appointed an officer of the Association, and shall not vote as, or otherwise serve as, a director or officer, so long as such default continues; provided, however, this provision shall not operate to deprive any Owner of ingress or egress to and from the Owner's Lot.

ARTICLE V GENERAL RESTRICTIONS

Section 5.01 Land and Building Use Restrictions. All Lots in Addington shall be used for private residential purposes only and no building, except an existing building or as specifically authorized elsewhere in this Declaration, shall be erected, re-erected, placed or maintained or permitted to remain thereon, except a single family private dwelling and an attached private garage containing not less than two (2) nor more than four (4) parking spaces for the sole use of the Owner or occupants of the dwelling. No other accessory building or structure may be erected in any manner of location without the prior written consent of the Board of Directors of the Association. All permitted dwellings erected, altered, placed or permitted on any Lot shall be limited to the greater of thirty-five (35) feet in height or two and one-half (2 1/2) stories.

Section 5.02 Dwelling Quality and Size. All dwellings shall be constructed in accordance with the applicable governmental building codes, ordinances and/or regulations and with such further standards as may be required by this Declaration or by of the Board of Directors of the Association. The minimum square footage of floor area of a dwelling, exclusive of attached garages, steps, opened and/or closed porches, breezeways and similar facilities, shall be: (i) for one-story dwellings, not less than one thousand eight hundred (1,800) square feet; (ii) for two-story dwellings (including, but not limited to, bi-levels and tri-levels), not less than two thousand one hundred (2,100) square feet.

Section 5.03 Building Location. Except as provided in Section 5.04, all buildings and structures shall be located on each Lot at least thirty (30) feet from the front lot line. Dwellings and garages shall be located at least thirty-five (35) feet from the rear lot line and at least ten (10) feet from any side lot line. In addition, all buildings and structures on any corner Lots shall be located at least thirty (30) feet from any side street lot line. For purposes of these set back and side yard provisions, eaves, steps and open porches shall not be considered as part of any building or structure.

Section 5.04 Lot Size. The minimum lot size for each Lot shall be the Lot size established for said Lot in the applicable recorded plat of the subdivision. In the event more than one (1) Lot, or portions thereof, are developed as a single unit (and except as to the obligation of each Lot Owner of any assessments made against each separate Lot), all restrictions set forth in this Declaration shall apply to such resulting unit in the same manner as to any single Lot.

Section 5.05 Driveways. Access driveways and other paved areas for vehicular use on a Lot shall have a base of compacted sand, gravel, crushed stone or other approved base material and shall have a wearing surface of concrete or the equivalent thereof. Plans for driveways, pavement edging or markers must be approved by the Board of Directors of the Association in writing prior to commencing any construction in accordance with such plans.

Section 5.06 Natural Drainage Ways. Where there exists on any Lot(s) a condition of accumulation of storm water remaining over an extended period of time, the Owner may, with the written approval of the Board of Directors of the Association and the City of Novi, take such steps as shall be necessary to remedy such condition, subject to the provisions of section 5.27 below and provided that no obstructions or diversions of existing storm drain swales and channels, over and through which storm water naturally flows upon or across any Lot, shall be made by an Owner in such manner as to cause damage to other property.

Section 5.07 Building Materials. Exterior building materials may be stone, brick, wood, siding or any other material blending with the architecture and natural landscape, which is approved by the Board of Directors of the Association.

Section 5.08 Home Occupations, Nuisances and Livestock. No home occupation, profession or commercial activity shall be conducted in any dwelling located in Addington. No noxious or offensive activity shall be carried on in or upon on any Lot or premises nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, other than normal construction activity. No chickens or other fowl or livestock shall be kept or harbored on any Lot. No animals or birds shall be maintained on any Lot, except customary house pets for domestic purposes only. All pets maintained on any Lot shall have such provisions and care so as not to become offensive to neighbors or to the community on account of noise, order, unsightliness and no household pets shall be bred, kept or maintained for any commercial purposes whatsoever. All dogs must be kept on a leash in the Common Areas at all times. Each Owner shall be responsible for the immediate collection and proper disposal of all fecal matter deposited by any pet maintained by such Owner. No dog which barks and can be heard on a frequent or continuing basis such as to be a nuisance to other Lot Owners is permitted. No burning of refuse shall be permitted outside the dwelling, except that the burning of leaves shall be permitted if allowed by ordinance of the City of Novi. No Lot shall be used or maintained as a dumping ground for rubbish or trash, whether occupied or not.

Section 5.09 Plant Diseases or Noxious Insects. No plants, seeds or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Lot.

Section 5.10 Temporary Buildings, Damaged Dwellings and Reconstruction. No trailer, mobile home, van, tent, shack, garage, barn, out-building or structure of a temporary character shall be used at any time as a temporary or permanent residence, nor shall any basement be used for such purposes. All permanent dwellings shall be completed within two (2) years from the commencement of the construction. No old or used buildings or any kind whatsoever shall be moved or reconstructed on any Lot. Any building damaged or destroyed by any cause, for which repair or reconstruction has not commenced within six (6) months from the date of damage or destruction, shall be removed so that there are no ruins or debris remaining within six (6) months from the date of damage or destruction. Any building which is not completed within two (2) years from commencement of construction or any damage or destruction not promptly remedied shall be deemed a nuisance and may be abated as provided by law. Any and all property within any public or private road or right-of-way which is disturbed by reason of any work performed by an Owner, or said owner's agents, servants, employees or independent contractors, in erecting any building or structure on said owner's Lot shall be restored by said Owner, at his sole expense, to its condition immediately prior to the commencement of such work. Said restoration shall be performed immediately following the completion of the work, within a reasonable time following the date the work stopped.

Section 5.11 Underground Wiring. No permanent lines or wires for communication or other transmission of electrical or power (except transmission lines located on existing or proposed easements) shall be constructed, placed or permitted to be placed anywhere above ground on a Lot other than within buildings or structures.

Section 5.12 Maintenance of Side Strips. Owners of Lots shall be responsible for the maintenance of parkways or public rights-of-way located between their lot lines and edges of street pavements on which said Lots abut.

Section 5.13 Tree Removal. Clear-cutting or removal of trees greater than eight (8) inch caliper at breast height shall not be permitted unless such clear-cutting or tree removal is in compliance with all applicable municipal ordinances, including but not limited to, the City of Novi woodlands ordinance. It shall be the responsibility of each Lot Owner to maintain and preserve all large trees on its Lot, which responsibility includes welling trees, if necessary.

Section 5.14 Performance of Construction. No building shall be erected on any Lot except by contractor licensed by the State of Michigan for such purpose.

Section 5.15 Vehicular Parking and Storage. No trailer, mobile home, bus, boat trailer, boat, camping vehicle, motorcycle, recreational vehicle, shall be parked, stored or maintained on any Lot for more than 24 hours, unless stored fully enclosed within an attached garage or similar structure. No commercial or inoperative vehicle of any description shall be parked or maintained on any Lot at any time, unless stored fully enclosed within an attached garage or similar structure. No commercial vehicle lawfully upon any Lot for business shall remain on such Lot except in the ordinary course of business and in conformity with all applicable laws and/or ordinances. Vehicles or parts of vehicles presenting an objectionable appearance because of condition or state of despair are prohibited.

Section 5.16 Garbage and Refuse. Trash, garbage or other waste shall be kept only in closed, sanitary containers and shall be promptly disposed of so that it will not be objectionable to neighboring property owners. No outside storage for refuse or garbage shall be maintained or used unless the same shall be properly concealed. The burning or incineration of rubbish, trash, construction materials or other waste outside of any residential dwelling is strictly prohibited.

Section 5.17 Fences and Obstructions. No perimeter fences, walls or similar structures shall be erected on any Lot within the front yard area formed by the front Lot line, the side Lot lines and a connecting line which shall be the rearmost exterior wall of the residential dwelling. No other fences, walls or similar structures shall be erected on any Lot without the prior written approval of the Board of Directors of the Association. Such approval shall be granted for enclosing swimming pools permitted under Section 5.20. In addition no fence, wall, structure, planting or obstruction shall be erected, established or maintained on any corner within a triangular area formed by the street lines and a connecting line which is at a point 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. In no event shall chain link fences be permitted on any Lot, except as may be required by applicable local ordinances and/or state laws in connection with enclosing swimming pools permitted under Section 5.20.

Section 5.18 Landscaping and Grass Cutting. Lots shall be finish graded, seeded or sodded and suitably landscaped. When weeds or grass located on any Lot exceed six (6) inches in height, the Owner of said Lot shall mow or cut said weeds and grass over the entire Lot except in wooded areas, Woodlands and Wetlands. If said Owner fails to mow or cut weeds or grass within ten (10) days after being notified in writing, the Board of Directors of the Association may perform such work and the cost thereof shall become a lien upon the Lots(s) involved until paid.

Section 5.19 Motorized Vehicles. No trail bikes, motorcycles, snowmobiles or other motorized recreational vehicles shall be operated on any Lot or in any drain easement, sidestrip, Common Areas, or retention area of the subdivision.

Section 5.20 Swimming Pools, Tennis Courts and Other Structures. No swimming pools, tennis courts, outdoor whirlpools, hot tubs, wood decks or other recreational structures shall be constructed on any Lot without the prior written approval of the Board of Directors of the Association. The construction of any swimming pool or other recreational structure which has been approved in writing by the Board of Directors of the Association shall be constructed in accordance with this Declaration and with all applicable local ordinances and/or state laws. Recreational structures, including swimming pools, tennis courts, whirlpools, hot tubs and the like, if approved shall be screened from any street lying entirely within the property, by wall, solid fence, evergreen hedge or other visual barrier as approved in writing by the Board of Directors of the Association and in compliance with all laws and governmental regulations and ordinances pertaining thereto.

Section 5.21 Lawn Fertilization. Any fertilizer used on any Lot abutting any Common Area shall have a low phosphorus content, and the City of Novi may require City approval thereof prior to use of any fertilizer on any such Lot.

Section 5.22 Signs; Illumination. No signs of any kind shall be placed upon any Lot or on any building or structure located on a Lot, or any portion thereof, unless the plans and specifications showing the design, size, materials, message and proposed location(s) have been submitted to, and approved in writing by, the Board of Directors of the Association, with the exception of: (i) non-illuminated signs which are not more than four (4) square feet in area pertaining only to the sale of the premises upon which it is maintained; and (ii) non-illuminated signs which are not more than four (4) square feet in area pertaining only to a garage sale conducted on the premises, which garage sale and sign placement shall not exceed three (3) days. No exterior illumination of any kind shall be placed or allowed on any portion of a Lot other than on a residential dwelling, unless first approved by the Board of Directors of the Association. The Board of Directors shall approve such illumination only if the type, intensity and style thereof are compatible with the style and character of the development of the Lot.

Section 5.23 Objectionable Sights. Exterior fuel tanks, above ground, shall not be permitted. The stockpiling and storage of building and landscape materials and/or equipment shall not be permitted on any Lot, except such materials and/or equipment as may be used within a reasonable length of time. In no event shall the storage of landscape materials extend for a period of more than thirty (30) days. No laundry drying equipment shall be erected or used outdoors and no laundry shall be hung for drying outside of the dwelling.

Section 5.24 Satellite Dishes. No satellite dish larger than one meter (39.37 inches) in diameter is permitted. The location of satellite dishes shall be established by rules and regulations adopted by the Board of Directors in conformance with the Federal Communications Commissions' regulations as may exist from time to time. Such rules shall not unreasonably delay or prevent installation, maintenance or use of a permitted dish, unreasonably increase the cost of installation, maintenance or use of a permitted dish, or preclude reception of an acceptable quality signal. Such rules and regulations may establish locations where a dish may not be installed as long as the preceding rules are not violated. An approved dish shall not be installed on the front or side planes of a house or garage, nor on the front portion of a roof of a house (the portion of the roof sloping toward the front of a Lot) and shall be shielded from view to the maximum extent possible; provided, however, that nothing herein requires installation where an acceptable quality signal cannot be received or which will trigger excessive costs.

Section 5.25 Maintenance. The Owner of each Lot and the occupants of any portion of the Property shall keep all buildings and grounds in good condition and repair.

Section 5.26 Wetlands and Flood Plain.

(a) The Wetlands shall not be modified in any manner unless a permit for such modification has been issued by the City of Novi, the Michigan Department of Natural Resources and any other governmental unit or agency having jurisdiction over the Property.

(b) To the extent there exists any flood plain areas on any portion of the property, as established by the Department of Natural resources and/or the City of Novi, no filling or occupation of the flood plain area shall be allowed without the approval of the

Department of Natural Resources and/or the City of Novi. In addition, any building used, or capable of being used, for residential purposes or occupancy within, or affected by, the flood plain, shall have all lower floors, including basements, at or higher than the elevation of the contour defining the flood plain limits.

Section 5.27 Non-Access Greenbelt Easement. A non-access greenbelt easement, as shown on the recorded plats, is hereby expressly reserved to the Association in, through, and across a strip of land fifteen (15) feet in width along the rear lot lines of all residential Lots abutting Taft Road and certain Lots abutting Ten Mile Road. The easement area shall be covered by a suitable ground cover and a screen planting, which shall be maintained in presentable condition by each Lot owner whose Lot abuts said easement area. There shall be no access for vehicles to and from any Lot across the non-access greenbelt easement.

Section 5.28 Reservation of Easements. Private easements for construction, installation, maintenance and replacement of public utilities, and all related equipment, facilities and appurtenances, are shown on the recorded plats. No structure, landscaping or other materials shall be placed or permitted to remain within any of the foregoing easements which may damage or interfere either the installation or maintenance of the aforesaid utilities or which may change, obstruct or retard the flow or direction of water in, on or through any drainage channels, if any, in such easements, nor shall any change be made by any Owner in the finished grade of any Lot once established by the builder of any residential dwelling thereon, without the prior written consent of the Board of Directors of the Association. Access shall be granted to the Board of Directors of the Association by the Owner of each Lot to an easement which burdens such Lot for the maintenance of all improvements in, on, over and/or under such easement, without charge or liability for damages. Except as any otherwise be provided in this Declaration, the Owner of each Lot shall maintain the service area of all easements within his Lot, keep grass and weeds cut, keep the area free of trash and debris and take such actions as may be necessary to eliminate or minimize surface erosion. The Owner of each Lot shall be liable for any damage to any improvements which are located in, on, over and/or under the subject easement, including, but not limited to, damage to electric, gas, telephone and other utility and communication distribution lines and facilities, which damage arises as a consequence of any act or omission of the Owner, his/her agents, invitees and/or licensees.

Section 5.29 Reciprocal Negative Easements. Unless otherwise expressly provided for in this Declaration, no mutual or reciprocal negative easements shall be deemed to arise or be created hereunder with respect to any land situated within the boundaries of the Property.

ARTICLE VI ARCHITECTURAL CONTROLS

Section 6.01 Architectural Controls. It is understood and agreed that the purposes of architectural controls is to promote and attractive, harmonious residential development having continuing appeal. Accordingly, unless and until the construction plans and specification are submitted to, and approved in writing by, the Board of Directors of the Association in accordance with the provisions of Section 6.02 below, (i) no building, fence, wall or other structure shall be

commenced, erected or maintained, and (ii) no addition, change or alteration therein shall be made, except for interior alterations.

Section 6.02 Submission of Plans and Plan Approval. All plans, specifications and other related materials shall be submitted to the Board of Directors of the Association, for approval or disapproval. The construction plans and specifications shall show their nature, kind, shape, height, materials (including samples of exterior building materials upon request), approximate cost of such building or other structure, proposed drainage of surface water, location and grade of all buildings, structures and improvements, as well as utilities and parking areas for the subject Lot. The Board of Directors of the Association shall have sole authority to review, approve or disapprove the plans or specifications and/or any part thereof. The Board shall have the right to refuse to approve any plans or specifications or grading plans, or portions thereof, which are not suitable or desirable in the sole discretion of the Board, for aesthetic or other reasons. In considering such plans and specifications, the Board of Directors shall have the right to take into consideration the compatibility of the proposed building or other structures with the surroundings and the effect of the building or other structure on the view from adjacent or neighboring properties. It is desired that the natural landscape and trees be left in their natural state as much as possible or practical.

In the event the Board of Directors of the Association fails to approve or disapprove such plans and specifications within thirty (30) days after the same shall have been delivered to the Association, then such approval will not be required provided the plans and location on the Lot conform to this Declaration and applicable zoning laws and provided that the plans and location on the Lot are harmonious with existing structures. Neither the members of the Board of Directors of the Association nor any person(s) or entity(ies) to which it delegates any of its rights, duties or obligations hereunder, including, without limitation, the Architectural Control Committee referenced in Section 6.03 below, shall incur any liability whatsoever for approving or failing or refusing to approve all or any part of any submitted plans and/or specifications.

Section 6.03 Architectural Control Committee. The Board of Directors may, from time to time, delegate and assign all of its rights, duties and obligations as set forth herein, to a Committee comprised of not less than three (3) Association Members, provided that such assignment shall be accomplished by a written instrument wherein the assignees expressly accept such powers and rights.

ARTICLE VII GENERAL PROVISIONS

Section 7.01 Amendment. The covenants, conditions, restrictions and agreements of this Declaration may be amended by a written instrument recorded in the office of the Oakland County Register of Deeds, approved by sixty-six and two-thirds (66 2/3 %) percent of the total Lot Owners eligible to vote. Notwithstanding the foregoing, any and all such amendments shall be subject to the approval of the City of Novi.

Section 7.02 Term. The covenants, conditions, restrictions and agreements of this Declaration shall continue in full force and effect and shall run with and bind the land for a period of twenty (20) years from the date this Amended and Restated Declaration is recorded and shall

thereafter automatically be extended for successive periods of ten (10) years each, unless terminated by written instrument approved by sixty-six and two-thirds (66 2/3 %) percent of the total Lot Owners eligible to vote.

Notwithstanding anything to the contrary contained in this Declaration, the provisions of Sections 5.13, 5.21 and 5.26 of this Declaration, shall run forever, without right of termination or amendment unless modified or deleted pursuant to an amendment authorized by Section 7.01.

Section 7.03 Enforcement. 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 the Association or any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver thereof or a waiver of any right to enforce the same at any time thereafter.

Section 7.04 Insurance Proceeds. All proceeds of any insurance maintained with respect to any assets of the Association, and the Common Areas, and all proceeds of any condemnation proceedings or sales in lieu of condemnation relating to the assets of the Association or the Common Areas shall be paid to the Association and shall be the property of the Association and not of its Members or any other persons or entities.

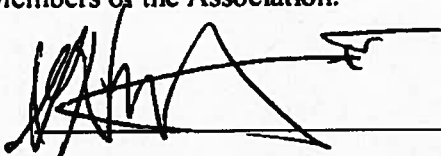
Section 7.05 Severability. The invalidation of any one or more of the covenants, conditions, restrictions and agreements of this Declaration by judgment or court order, shall in no way affect the validity of any of the other provisions of this Declaration, and the same shall remain in full force and effect.

Section 7.06 Notices. Each Owner shall file the correct mailing address of such Owner with the Association and shall promptly notify the Association in writing of any subsequent change of address. A written or printed notice, deposited in the United States Mail, postage prepaid and addressed to any Owner at his last known address shall be sufficient and proper notice to such Owner, wherever notices are required in this Declaration.

Section 7.07 Execution of Additional Documents. Each of the Owners, at no expense to itself, hereby agrees, at the request of the Association, to perform such further acts and execute all such further documents as may be required or desirable in the sole discretion of the Association to carry out the purposes of this Declaration.

CERTIFICATION

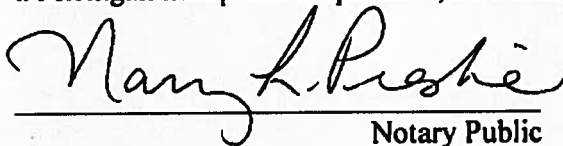
The undersigned, being the President of Addington Homeowners Association, an assumed name hereby certifies that the foregoing Amended and Restated Declaration of Covenants, Easements, Building and Use Restrictions of Addington Subdivision received the affirmative written approval of more than 75% of the Owners/Members of the Association.



Name George Merchant, President

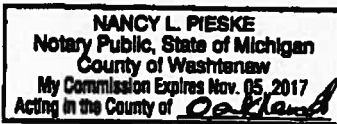
STATE OF MICHIGAN)
) ss
COUNTY OF Oakland.)

The foregoing Amended and Restated Declaration of Covenants, Easements, Building and Use Restrictions of Addington Subdivision was acknowledged before me, a notary public, on this 3 day of September, 2015 by George Merchant, President of Addington Homeowners Association, a Michigan non-profit corporation, on behalf of the corporation.


Notary Public

Washtenaw County, Michigan

My commission expires:
11/5/2017



Drafted by, and when recorded, return to:

Richard M. Delonis, Esq.
SZURA & DELONIS, P.L.C. 29777 Telegraph Road, Suite 2475
44670 Ann Arbor Road, Suite ~~130-2475~~
~~Southfield, MI 48170~~ SOUTHFIELD, MI 48034
Plymouth, MI 48170
(734) 386-0270

EXHIBIT A

LEGAL DESCRIPTION OF THE ENTIRE
PARCEL OF PROPERTY

DESCRIPTION OF OVERALL PARCEL

A PARCEL OF LAND IN THE N.E. ¼ OF SECTION 28, T. 1 N., R. 8. E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE N.E. CORNER OF SECTION 28, T. 1 N., R. 8. E., THENCE PROCEEDING ALONG THE EAST LINE OF SAID SECTION 28, S. 00°59'25" W., 2,634.78' TO THE EAST ¼ CORNER OF SAID SECTION 28; THENCE ALONG THE EAST AND WEST ¼ LINE OF SAID SECTION 28, N. 89°31'31" W., 1,149.91' THENCE N. 00°41'05" E., 2,636.47' TO A POINT ON THE NORTH LINE OF SAID SECTION 28; THENCE ALONG SAID LINE S. 89°26'35" E., 1,163.96' TO THE POINT OF BEGINNING CONTAINING 70.00 ACRES, SAID PARCEL BEING SUBJECT TO THE RIGHTS OF THE PUBLIC IN THE NORTHERLY 33.00' THEREOF FOR ROAD PURPOSES AND SAID PARCEL ALSO BEING SUBJECT TO THE RIGHTS OF THE PUBLIC IN THE MOST EASTERLY 33.00' THEREOF FOR ROAD PURPOSES AND SAID PARCEL BEING SUBJECT TO EASEMENT OF RECORD.

NKA:

Addington No. 1

△ 22-28-279-000-ent

Addington No. 2

△ 22-28-278-000-ent

Addington No. 3

△ 22-28-279-000-ent

Addington No. 4

△ 22-28-278-000-ent

EXHIBIT "B"

SURVEYOR'S CERTIFICATE: PHASE I

I, DONALD A. BEAUPIED, SURVEYOR, CERTIFY THAT I HAVE SURVEYED, DIVIDED AND MAPPED THE LAND SHOWN ON THIS PLAT DESCRIBED AS FOLLOWS:

ADDINGTON NO. 1, A SUBDIVISION OF PART OF THE N.E. 1/4 OF SECTION 28, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE N.E. CORNER OF SECTION 28, T. 1 N., R. 8 E., AND PROCEEDING THENCE ALONG THE EAST LINE OF SAID SECTION 28, S. 00°59'25" W., 1,335.69' TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUING ALONG SAID LINE S. 00°59'25" W., 1,299.09' TO THE EAST 1/4 CORNER OF SAID SECTION 28; THENCE ALONG THE EAST AND WEST 1/4 LINE OF SECTION 28, N. 89°31'51" W., 896.12' (LAST DESCRIBED COURSE ALSO BEING THE NORTH BOUNDARY OF ROYAL CROWN ESTATES NO. 1, A SUBDIVISION RECORDED IN LIBER 208, PLATS, PAGES 41 THROUGH 43 INCLUSIVE, OAKLAND COUNTY RECORDS); THENCE N. 12°15'49" E., 25.29'; THENCE N. 53°43'14" E., 58.91'; THENCE S. 89°31'51" E., 55.00'; THENCE N. 17°43'40" E., 121.80'; THENCE N. 72°16'20" W., 21.97'; THENCE N. 17°43'40" E., 186.18'; THENCE N. 72°58'34" W., 26.53'; THENCE N. 18°44'38" E., 124.22'; THENCE ALONG A CURVE TO THE RIGHT RADIUS 320.00', CENTRAL ANGLE 10°42'45", (THE CHORD OF SAID CURVE BEARS N. 65°54'00" W., 59.74'), A DISTANCE OF 59.83'; THENCE N. 29°27'22" E., 60.00'; THENCE N. 17°06'47" E., 142.03'; THENCE N. 38°42'48" W., 55.33'; THENCE N. 09°20'27" W., 82.87'; THENCE N. 07°40'43" E., 113.32'; THENCE N. 42°04'27" E., 294.19'; THENCE N. 41°25'49" E., 69.66'; THENCE N. 28°27'02" E., 172.67'; THENCE S. 78°47'24" E., 137.42'; THENCE S. 82°45'20" E., 60.12'; THENCE S. 79°27'06" E., 162.25'; THENCE S. 89°00'35" E., 60.00' TO THE POINT OF BEGINNING, CONSISTING OF 41 LOTS, NUMBERED 1 THROUGH 41 INCLUSIVE AND TWO PRIVATE PARKS AND CONTAINING 21.177 ACRES.

NOTE:

THIS PLAT IS BY ACT 288 (WITH RESPECT DEPARTMENT MICHIGAN DEP RECORDED IN OF THIS COUN

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND PLAT BY THE DIRECTION OF THE OWNERS OF SUCH LAND.

THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION OF IT.

THAT THE REQUIRED MONUMENTS AND LOT MARKERS HAVE BEEN LOCATED IN THE GROUND OR THAT SURETY HAS BEEN DEPOSITED WITH THE MUNICIPALITY AS REQUIRED BY SECTION 125 OF THE ACT.

THAT THE ACCURACY OF THE SURVEY IS WITHIN THE LIMITS REQUIRED BY SECTION 126 OF THE ACT.

THAT THE BEARINGS SHOWN ON THE PLAT ARE EXPRESSED AS REQUIRED BY SECTION 126 (3) OF THE ACT AND AS EXPLAINED IN THE LEGEND.

DATE MARCH 9, 1992

WARNER, CANTRELL & PADMOS, INC. REGISTERED CIVIL ENGINEERS AND LAND SURVEYORS



Martin H Padmos

MARTIN H. PADMOS, PRESIDENT 20788 ORCHARD LAKE ROAD FARMINGTON HILLS, MI 48336

TTED

N 07°40'43" E

EXHIBIT B-1

LEGAL DESCRIPTION OF PARSE II
OF ADDINGTON SUBDIVISION

DESCRIPTIN OF ADDINGTON SUB'N NO.2
CITY OF NOVI, OAKLAND COUNTY, MICHIGNA

A PARCEL OF LAND IN THE N.E. ¼ OF SECTION 28, T. 1 N., R. 8. E., CITY OF
NOVI OAKLAND COUNTY, MICHIGAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE N.E. CORNER OF SECTION 28, T. 1 N., R. 8 E.. THENCE
PROCEEDING ALONG THE EAST LINE OF SAID SECTION 28, S. 00°59'25" W.,
1,335.69'; THENCE N. 89°00'35" W., 60.00'; THENCE N. 79°27'06" W., 162.25';
THENCE N. 82°45'20" W., 60.12'; THENCE N. 78°47'24" W., 137.42'; THENCE N.
00°59'25 E., 189.72'; THENCE N. 22°51'18" W., 141.44'; THENCE N. 58°17'26" W.,
61.45'; THENCE S. 83°19'15" W., 162.43'; THENCE ALONG A CURVE TO THE
RIGHT, CONCAVE TO THE EAST. RADIUS 460.00'. CENTRAL ANGLE
04°21'46", (THE CHORD OF SAID CURVE BEARS N. 04°29'52" W., 35.02") . A
DISTANCE OF 35.03'; THENCE S. 87°41'01" W., 138.68'; THENCE N. 00°46'08" E.,
545.69'; THENCE N. 00°33'25" E., 165.19'; THENCE S. 89°26'35" E., 26.11';
THENCE N. 00°33'25" E., 205.00' TO A POINT ON THE NORTH LINE OF SAID
SECTION 28; THENCE ALONG SAID LINE S. 89°26'35" E., 806.60' TO THE POINT
OF BEGINNING, CONTAINING 21.298 ACRES AND BEING SUBJECT TO THE
RIGHTS OF THE PUBLIC IN THE NORTHERLY 33.00' THEREOF FOR ROAD
PURPOSES AND SID PARCEL ALSO BEING SUBJECT TO THE RIGHTS OF THE
PUBLIC IN THE MOST EASTERLY 33.00' THEREOF FOR ROAD PURPOSES AND
SID PARCEL BEING SUBJECT TO ANY EASEMENTS OF RECORD.

NKA:

Addington No. 2

2228-228-000-ent

EXHIBIT B-2

LEGAL DESCRIPTION OF PHASE III
OF ADDINGTON SUBDIVISION

DESCRIPTION OF ADDINGTON SUB'N NO. 3
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

PARCEL OF LAND IN THE N.E. ¼ OF SECTION 28, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAN COUNTY, MICHIGAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE N.E. CORNER OF SECTION 28, T. 1 N., R. 8 E., THENCE PROCEEDING ALONG THE EAST LINE OF SAID SECTION 28, S. 00°59'25" W., 2,634.78' TO THE EAST ¼ CORNER OF SAID SECTION 28, THENCE ALONG THE EAST AND WEST ¼ LINE OF SAID SECTION 28, N. 89°31'51" W., 896.12' TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUING ALONG SAID LINE N. 89°31'51" W., 253.79'; THENCE N. 00°41'05" E., 647.67'; THENCE S. 74°44'46" E., 155.66'; THENCE S. 03°47'59" W., 57.13'; THENCE S. 48°24'03" E., 192.29'; THENCE S. 50°34'09" E., 57.96'; THENCE S. 72°58'34" E., 96.01'; THENCE S. 17°43'40" W., 186.18'; THENCE S. 72°16'20" E., 21.97'; S. 17°43'40" W., 121.80'; THENCE N. 89°31'51" W., 55.00'; THENCE S. 53°43'14" W., 58.91'; THENCE S. 12°15'49" W., 25.29' TO THE POINT OF BEGINNING, CONTAINING 4.496 ACRES AND BEING SUBJECT TO EASEMENTS OF RECORD.

N/A!

Addington No. 3

22-18-279-000-ent