

LUBER 5/4

VILLAGE OAKS
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS, hereinafter referred to as "Declaration," made this 2nd day of August, 1971, by KAUFMAN AND BROAD HOMES, INC., JANET HOYES, INC. and STREAMWOOD HOMES, INC., all being Michigan Corporations, hereinafter collectively referred to as "Developer," whose address, for purposes hereof, is 18610 West Eight Mile Road, Southfield, Michigan.

WITNESSETH:

WHEREAS, Developer is the owner of certain real property situated in the City of Novi, Oakland County, Michigan, more particularly described in Exhibit A attached hereto and incorporated herein; and

WHEREAS, Developer desires to create thereon, together with such additions as may hereafter be made thereto, a residential community with permanent parks, lakes, community clubhouses, open spaces and common facilities for the benefit of such residential community; and

WHEREAS, Developer desires to provide for the preservation of the value of the amenities in such residential community and for the preservation and permanent maintenance of the parks, lakes, community clubhouses, open spaces and common facilities therein; and

WHEREAS, Developer desires to subject the real property described above to the covenants, restrictions, easements, charges and liens hereinafter set forth, each of which is for the benefit of and shall run with and bind the said real property and each owner thereof; and

WHEREAS, Developer deems it desirable for the benefit of such residential community to create an agency to which shall be delegated and assigned the powers of maintaining and administering the parks, lakes, community clubhouses, open spaces and common facilities; of administering and enforcing the covenants, restrictions, easements, charges and liens set forth in this Declaration; and of collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has caused, or will cause, to be incorporated under the laws of the State of Michigan, a non-profit corporation for the purpose of exercising the powers and

functions aforesaid;

NOW, THEREFORE, Developer hereby declares that (1) the real property described in Exhibit A and (2) those lots in Heatherbrae Subdivision as recorded in Liber 128, Page 36 of Plats, Oakland County Records, the Owners of which signify by July 1, 1972 in writing in recordable form their consent in having such lots subjected to this Declaration and who pay such amount as shall be requested by Developer as a condition thereof and who have such consent recorded in the Oakland County Records by the Developer with the Developer's acknowledgement of consent thereon, is, and shall be, held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easement, charges and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

SECTION 1. The following words when used in this Declaration, or in any Supplemental Declaration, shall have the following meanings:

(a) "DEVELOPER" shall mean and include KAUFMAN AND BROAD HOMES, INC., a Michigan Corporation, and its subsidiary corporations involved, JANET HOMES, INC. and STREAMWOOD HOMES, INC., collectively, or its or their assigns, if such successors or assigns should acquire more than one unbuilt Lot, or one or more undeveloped parcels of land, for the purpose of development.

(b) "ASSOCIATION" shall mean and refer to the proposed non-profit corporation and any successor thereto.

(c) "THE PROPERTIES" shall mean and include proposed HEATHERWOODE, HEATHERWYCKS and HEATHERLEA SUBDIVISIONS, as described in Exhibit A, and those Lots in HEATHERBRAE SUBDIVISION as may elect to be subject to this Declaration, as herein provided, all of which Subdivisions may be referred to herein as the "Existing Properties," and such part(s) of additions thereto, hereinafter referred to as the "Additions to the Existing Properties," as may hereafter be brought within the jurisdiction of the Association by Developer, pursuant to this Declaration of any Supplemental Declaration hereto.

(d) "COMMON AREA(S)" shall mean and refer to those areas denoted as Park or Lake upon any recorded Plat of the Properties and intended to be owned by the Association and to be

devoted to the common use and enjoyment of the Owners of Lots in the Properties, and any improvements thereon.

(e) "LOT" shall mean and refer to any Lot or proposed Lot shown on a Plat or proposed Plat by the Developer of the Properties which is subject to these restrictions and which is restricted herein for residential purposes and for the construction thereon of a single-family dwelling, and shall include such dwelling when built.

(f) "OWNER" shall mean and refer to the record Owner, whether one or more persons or entities of the fee simple title to any Lot, or a land contract vendee, but not including any mortgagee unless and until such mortgagee shall have acquired such fee simple title pursuant to foreclosure or any proceeding or conveyance in lieu of foreclosure. Where more than one person or entity has an interest in the fee simple title to any Lot, or is a land contract vendee, the interests of all such persons collectively shall be that of a single Owner. Owner shall not include those having an interest in a Lot merely as security for the performance of an obligation.

(g) "MEMBER" shall mean and refer to all those Owners who are members of the Association, as hereinafter set forth.

(h) "FHA" shall mean and refer to the Federal Housing Administration, United States Department of Housing and Urban Development.

(i) "GENERAL DEVELOPMENT PLAN" shall mean and refer to the Site Plan for the Community of Village Oaks submitted to the City of Novi by Developer and shall include subsequent amendments thereto, including re-arrangement of the non-single-family structures and areas of same as permitted by the ordinances of the City of Novi.

(j) "RUD PLAN" (Residential Unit Development) shall mean and refer to that portion of the General Development Plan, as the same may be amended from time to time, dealing with the proposed development of single-family housing and filed with the City of Novi as the RUD Plan for Village Oaks. The precise number and configuration of proposed Lots may vary prior to final platting depending upon changes in zoning from R-1-S to R-1 with the consent of the City of Novi but in no event shall the number of Lots be increased more than eight (8%) percent.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

SECTION 1. EXISTING PROPERTIES. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is more particularly described in Exhibit A which totals three hundred eight (308) proposed Lots and such of those Lots in Heatherbrae Subdivision and Owners of which have elected to be subject to this Declaration as herein provided.

SECTION 2. ADDITIONS TO THE EXISTING PROPERTIES. Additional properties within the area bounded by: Eight Mile Road on the south, Ten Mile Road on the north, Haggerty Road on the east and Meadowbrook Road on the west may be brought by Developer under and within the jurisdiction of the Association, provided that such addition(s) is in accord with the RUD Plan, or as modified as provided herein provided that the City of Novi, and the Federal Housing Administration or the Veterans Administration, approves such modification as being generally in accord with the RUD Plan. The Additions to the Existing Properties herein authorized shall be brought under and within the jurisdiction of the Association by means of Supplemental Declaration(s) of Covenants and Restrictions, filed of record, with respect to each such addition, which shall extend to such properties the scheme of the covenants and restrictions contained in this Declaration, and which shall subject the Lots therein to assessment on the basis set forth herein. Neither the RUD Plan, the General Development Plan or this Declaration shall bind Developer to make the proposed additions to the Existing Properties, or any of them, or to adhere to the RUD Plan or General Development Plan in any subsequent development of the land shown thereon, and provided, further, that Developer specifically reserves the right to dedicate as a public park the so-called Brookefarm Park shown on the General Development Plan prior to such park being added to the Existing Properties, and Developer specifically reserves the right to delete any Common Area and substitute it with another Common Area within the Properties with the consent of the City of Novi and the deleted Common Area may be developed into Lots and dwellings or otherwise used as determined by the Developer provided that such deletion and substitution is accomplished prior to the time and land involved is added to the Existing Properties.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 1. MEMBERSHIP. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

SECTION 2. VOTING RIGHTS. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners with the exception of the Developer and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine and so notify the Association in writing prior to the vote, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member(s) shall be the Developer and shall be entitled to three (3) votes for each Lot owned. The existing Class B membership and as expanded from time to time by the additions to the Existing Properties shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, provided, however, in the event Class B membership is so converted and additional property is thereafter added by the Developer to the Existing Properties as provided herein, Class B membership shall be in effect for such additional properties.

(b) January 1, 1978.

ARTICLE IV

PROPERTY RIGHT IN THE COMMON AREAS(S)

SECTION 1. MEMBERS' EASEMENTS OF ENJOYMENT. Subject to the provisions of Section 3 hereof, following, every Member shall have a right and easement of enjoyment in and to the Common Areas(s) and such easement shall be appurtenant to and shall pass with the

title to every Lot.

SECTION 2. TITLE TO COMMON AREA(S). Developer may retain legal title to the Common Area(s) until such time as it has recorded a plat of subdivision within the Existing Properties which includes all or a portion of the Common Area(s). Prior to the conveyance of the first Lot in such plat, Developer hereby covenants that it shall convey the Common Area(s) lying within said plat to the Association, free and clear of all liens and encumbrances, except easements and rights-of-way of record, and subject to the rights of use as provided in Articles IV and V herein.

SECTION 3. EXTENT OF MEMBER'S EASEMENTS. The rights and easements of enjoyment of the Members created herein are, and shall be, subject to the following:

(a) The right of the Association to make rules and regulations governing the Common Area(s); and

(b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area(s), including the right of the Association prior to July 1, 1972 to contract to permit the use of the Common Area(s) with Owners of Lots in Heatherbrae Subdivision, their successors and assigns, after the payment by said Owners to Developer of such amount as shall be requested by Developer as a condition thereof, and agreement by said Lot Owners to become Class A Members, to pay the assessments and to be otherwise personally liable and have their Lot subject to this Declaration during the time of such contract for use and enjoyment, and to pay to the Association upon termination of such contract all annual and special assessments then due. This contract, to be in recordable form, would be automatically renewable each year unless notice of cancellation in writing in recordable form by such Heatherbrae Subdivision Lot Owner is given to the Association on or before November 1 of the prior year on forms provided for such notice by the Association, and

(c) The right of the Association to suspend the voting and enjoyment rights of any Member for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction by such Member of its published rules and regulations; and

(d) The right of the Association to dedicate or transfer all or any part of the Common Area(s) to any public agency, authority or utility for such purposes and, subject to such

conditions as may be agreed to by the Members, provided that no such dedication or transfer or determination as to the conditions thereof shall be effective unless an instrument signed by the holders of two-thirds (2/3) of each class of all outstanding Class A and Class B membership has been recorded, agreeing to such dedication or transfer and as to the conditions thereof; and, provided further, that no such dedication or transfer or determination as to the conditions thereof shall be effective unless the prior consent thereto of the City of Novi, Oakland County, Michigan, by and through its City Council, shall have first been obtained and, provided further, that anything to the contrary notwithstanding, Developer shall have the right as may be needed to grant public or private easements or rights-of-way to public or private utilities or governmental bodies in, over and upon the Common Area(s) prior to the conveyance of such Common Area(s) to the Association.

(e) The right of the Developer to allow reasonable inspection of the Common Area(s) by prospective home purchasers and to the use of a room in the clubhouse as a sales office without charge during the development period.

(f) The right of the Association prior to July 1, 1972 to contract to permit the use of the Common Area(s), but not including the clubhouse and pool, with Owners of Lots in Heatherbrae Subdivision, their successors and assigns, who are not Members of the Association, and with such Owners agreeing to pay their proportionate share as determined by the Association from year to year of the costs of maintenance and future improvements made by the Association for such Common Area(s). This contract, to be in recordable form, would be automatically renewable each year unless notice of cancellation in writing in recordable form by such Heatherbrae Subdivision Lot Owner is given to the Association on or before November 1 of the prior year on forms provided for such notice by the Association.

SECTION 4. DELEGATION OF USE. Any owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment in and to the Common Area(s) to the members of his immediate family, his tenants, or to land contract vendees who reside on the property.

SECTION 5. The Association and the City of Novi and their agents shall have a perpetual easement granting reasonable access to all Common Areas at all reasonable times for purposes of the maintenance of same.

ARTICLE V
USE OF COMMON AREAS BY MULTIPLE-FAMILY RESIDENTS

SECTION 1. The General Development Plan shows an area which is contemplated for multiple-housing development. Such area is not part of the Properties and may have it's own association(s) to administer the private community facilities located in such areas. Nevertheless, developer hereby reserves the right and authority to permit residents of such multiple structures, if, as and when constructed and whether nor not such construction is in accordance with the existing General Development Plan, the use of certain Common Areas as hereinafter provided.

SECTION 2. Upon such terms as may be authorized by Developer, any resident of such multiple area (as those terms are defined in the agreement creating an association or associations for such multiple area) shall be entitled to the use and enjoyment of Village Oaks Lake, Park Village Lake, or such other Common Area(s), but not including the clubhouse and pool, as may in the future be designated by Developer subject only to those restrictions imposed by Developer and those restrictions upon such use which are generally applicable to Owners of Lots.

SECTION 3. Residents of the multiple-family area shall pay, through their association(s), their proportionate share of the annual cost of maintenance, repair, operation and improvement, as determined by the Association of those common area(s) which they are permitted to use and, for purposes of determining such proportionate share, each multiple-family unit shall be considered as on (1) Lot.

ARTICLE VI
COVENANT FOR MAINTENANCE ASSESSMENT

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Developer, for each Lot owned within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

SECTION 2. Upon such terms as may be authorized by Developer, any resident of such multiple area (as those terms are defined in the agreement creating an association or associations for such multiple area) shall be entitled to the use and enjoyment of Village Oaks Lake, Park Village Lake, or such other Common Area(s), but not including the clubhouse and pool, as may in the future be designated by Developer subject only to those restrictions imposed by Developer and those restrictions upon such use which are generally applicable to Owners of Lots.

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SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties and, in particular, for the operation, maintenance, management and improvement of the Common Area(s), including but not limited to the payment of taxes and insurance thereon, the repair and replacement thereof, for additions thereon and improvements thereof, and for the cost of labor, equipment, materials, management and supervision for an in connection with the Common Area(s) and the Association. Notwithstanding anything to the contrary herein contained, in the event the Association fails to effect the maintenance of the Common Area(s), the City of Novi shall have the right to assess the cost of said maintenance under this Declaration and each Owner of such Lot consents to such

assessment and agrees that such assessment shall be payable to the City of Novi. In addition to other methods of collection, the City of Novi, if it desires, shall also have the right to place such assessment on the City tax rolls of the assessed property.

SECTION 3. MAXIMUM ANNUAL ASSESSMENT. Until January 1 of the year immediately following the conveyance of the first Lot by the Developer to an Owner, the maximum annual assessment shall be One Hundred Twenty (\$120.00) Dollars per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 3% by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, 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 construction, reconstruction, repair or replacement of a capital improvement upon the Common Area(s), including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

SECTION 5. UNIFORM RATE OF ASSESSMENTS. Both annual and special assessments shall be fixed and established at the same rate for all Lots within the Properties except that Owners of Lots which abut one of the lakes which are included in the Common Area(s) shall pay, in addition to all other assessments levied hereunder, an additional Five (\$5.00) Dollars per month to be used for lake maintenance. The additional assessment of Five (\$5.00) Dollars per month is not applicable to the multiple-family unit areas permitted to use the

lakes.

SECTION 6. NOTICE AND QUORUM FOR ACTION AUTHORIZED UNDER SECTION 3.

Written notice of any membership meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all Members at least thirty (30) days in advance of such meeting and shall set forth the purpose thereof. At the first meeting so called under Section 3 hereof, the presence at the meeting of Members or of proxies, entitled to cast sixty (60)% of all the votes of each of the outstanding Class A and Class B memberships shall constitute a quorum. If the required quorum is not present at such meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting provided that such subsequent meeting shall be held not more than sixty (60) days following the preceding meeting at which a quorum was not present.

SECTION 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES.

The annual assessments provided for herein shall commence on the date (which shall be the first day of the month following the conveyance of the first Common Area) fixed by the Board of Directors of the Association to be the date of commencement. The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The amount of the annual assessment which may be levied for the balance of the term remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment specified in Section 3 hereof as the remaining number of months in that year bears to twelve (12). The same reduction in the amount of assessment and method of computation thereof shall apply to the first assessment levied against any property which is hereafter added to the Lots now subject to assessment at a time other than the beginning of any assessment period. The annual assessments for any year, after the first year, shall become due and payable on the first day of January of said year, provided however, that the Board of Directors, in its discretion, may establish an installment program for payments of the annual assessment and may charge interest in connection therewith, but the full annual assessment shall be deemed a lien on January 1 of each year after the initial year.

SECTION 8. DUTIES OF BOARD OF DIRECTORS. The Board of Directors of the

Association, subject to the limitations set forth in Sections 3, 4 and 5 hereof, shall fix the amount of the assessment against each Lot for each assessment period at less thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and the assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall, upon demand and payment of a reasonable charge, furnish to any Owner liable for such assessment(s) a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid.

SECTION 9. EFFECT OF NON-PAYMENT OF ASSESSMENT; PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF THE ASSOCIATION. If any assessment is not paid on the date when due, then such assessment shall become delinquent and the lien therefor shall, together with such interest thereon and costs of collection thereof as hereinafter provided, become a continuing lien on such Lot which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment(s) shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. Any successor in title may obtain from the Association a written statement as to any unpaid assessments on such Lot and such statement shall be binding upon the Association. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of six (6%) percent per annum and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the Lot, and there shall be added to the amount of such assessment(s) the cost of preparing and filing the complaint in such action or in connection with such foreclosure and, in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

SECTION 10. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not effect the assessment lien. However, the sale or transfer of any Lot, pursuant to mortgage foreclosure 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. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

SECTION 11. EXEMPT PROPERTY. The following shall be exempt from any and all assessments, charges, liens and special assessments imposed hereunder:

- (a) The Common Area(s); and
- (b) All Lots owned by Developer shall be exempt from seventy-five (75 %) percent of the annual assessment, but upon conveyance of such Lot by Developer to a Class A Member the exemption for such Lot shall cease and such Lot shall then be liable for the prorated balance of that year's established annual assessment; except, however, Lots owned by Developer shall not be exempt from assessments by the City of Novi under Section 2 of Article VI.
- (c) The initial cost of development of the Common Area(s) shall be borne by Developer.

ARTICLE VII

RESTRICTIONS ON USE AND OCCUPANCY

SECTION 1. LAND USE AND BUILDING TYPE. No Lot shall be used for other than one-family residential purposes or model home purposes and no dwelling shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed twenty-five (25') in height or two and one-half (2½) stories. A private garage or carport for not more than three (3) cars may be permitted on each Lot; such garage or carport may be attached to the dwelling.

SECTION 2. ARCHITECTURAL CONTROL. After completion of the initial house on the Lot by Developer, no addition thereto or other building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Board of Directors or an Architectural Control Committee appointed by the Board of Directors as to qualify of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any Lot nearer to any street than the minimum building setback line unless similarly approved. The Committee's approval or disapproval as required in these Covenants shall be in writing. In the event the

Board of Directors, or its designated Committee, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it or, in any event, if no suit to enjoin the construction has been commenced within thirty (30) days after the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. At least one (1) Class A Member shall be elected to the Board of Directors and appointed to the Architectural Control Committee.

SECTION 3. DWELLING SIZE. The main structure of any dwelling erected, altered, placed or permitted to remain on said property shall contain a total floor area of not less than one thousand (1,000) square feet. Garages, whether or not an integral part of or connected to any dwelling, open or enclosed porches, breezeways, arcades or other similar types of construction and steps shall not be considered a part of any such dwelling in computing floor area.

SECTION 4. BUILDING LOCATION. No building shall be located on any Lot nearer to the front lotline than thirty (30') feet. No building on any corner Lot shall be located nearer to the side street lotline than thirty (30') feet. The side yard on each side of every principal dwelling shall be not less than ten (10') feet in width. For the purposes of this Covenant, eaves, steps and open porches shall not be considered as a part of a building.

SECTION 5. LOT AREA AND WIDTH. Nothing contained herein shall be so construed as to prevent any Owner of property from erecting a permitted type of residential dwelling on a parcel of land, without reference to the platted lotlines, other than to observe the setback requirements hereinabove described from front and other property lines, provided that no single residence dwelling, and then only one of such permitted dwellings, shall be erected, placed or permitted to remain on any parcel of land which does not have an area of at least eight thousand five hundred (8,500) square feet and width of not less than seventy-five (75') feet at the front or rear building line and which shall comply with the other zoning and subdivision requirements of the City of Novi.

SECTION 6. EASEMENTS. Easements for the construction, installation and maintenance of public utilities, and for surface drainage facilities, and for sanitary sewer, storm sewer and water main facilities, are reserved as shown on the recorded plat and/or as may otherwise appear of record and as set forth herein. In addition easements are hereby

specifically reserved to Developer, in, through and across a strip of land six (6) feet

specifically reserved to Developer, in, through and across a strip of land six (6') feet in width along all rear lotlines and in, through and across a strip of land three (3') feet in width along all side lotlines for the installation, where necessary, and maintenance of telephone and electric lines and conduits, sanitary and storm sewers, water mains, gas lines and for surface drainage purposes, and for the use of any public utility service deemed necessary or advisable by the Developer. The Developer, the Association and the City of Novi shall also have an easement along the side ten (10') feet and the rear twenty (20') feet of all Lots abutting a lake for purposes of cleaning, dredging, purifying or otherwise maintaining such lake. The use of easements or parts thereof may be assigned by Developer at any time, to any person, firm, corporation, governmental agency or municipal authority or department furnishing one or more of the foregoing services and/or facilities, and any such easement herein reserved may be relinquished and waived, in whole or in part, by Developer by filing for record of an appropriate instrument and relinquishment. Within all of the foregoing easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such service facilities and utilities, including underground electrical and telephone local distribution systems, or which may change, obstruct or retard the flow or direction of water in and through drainage channels in the easements, nor shall any change which may obstruct or retard the flow of surface water or be detrimental to the property of others be made by the occupant in the finished grade of any Lot once established by Developer upon completion of construction of the house thereon. The easement area of each Lot and all improvements in it shall be maintained in a presentable condition continuously by the Owner of the Lot, except for those utilities for which a public authority or utility company is responsible, and the Owner of the Lot shall be liable for damage to service facilities and utilities thereon, including damage to electric, gas and telephone distribution lines and facilities therein. Drainage ditches now located or constructed in the subdivision shall not be drained, filled, altered, changed, dammed or widened without the express written consent of the Architectural Control Committee.

SECTION 7. EXTERIOR ANTENNAE. No radio or other aerals or antennae, except for television antennae, shall be constructed or erected upon the exterior of any dwelling on any Lot or upon and Lot without the express written consent of the Architectural Control Committee.

SECTION 8. TEMPORARY STRUCTURES. No house trailers, commercial vehicles and trucks, boat trailers, boats, camping vehicles or camping trailers may be parked on or stored on any Lot in the Subdivision, unless stored fully enclosed within an attached garage or a structure approved by the Architectural Control Committee. Except as provided above, commercial vehicles and trucks shall not be parked in the subdivision or on any Lot therein, except while making normal deliveries or pickups in the normal course of business. The foregoing provisions of Section 8 shall not apply to activities by a builder during the sales and construction period. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

SECTION 9. SIGNS. Only the following signs may be displayed to the public view on any dwelling lot: (1) One non-illuminated sign of not more than six (6) square feet in an area pertaining to the sale or rental of the premises upon which it is maintained; (2) those signs used by a builder to advertise the property during the construction and sales period; and (3) no more than two non-illuminated no trespassing, safety or caution signs not over two (2) square feet in area on a Lot.

SECTION 10. NUISANCES. No noxious or offensive activity shall be carried on upon and dwelling Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. This shall not apply to model homes by the Developer.

SECTION 11. LIVESTOCK AND POULTRY. No animals, livestock, birds or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other common household pets may be kept provided that they are not bred, kept or maintained for any commercial purposes.

SECTION 12. GARAGE AND REFUSE DISPOSAL. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in closed sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

SECTION 13. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, structure, planting or obstruction shall be erected, established or maintained on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-

five (25') feet from the intersection of the street lines and in no case shall their height be more than two (2') feet, except that shade trees with side branches at least eight (8') feet above the ground shall be allowed.

ARTICLE VIII

GENERAL PROVISIONS

SECTION 1. AMENDMENT. The Covenants and Restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) Years. This Declaration may be amended during the first twenty- (20-) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners; provided, however, that no such amendment shall be effective unless signed by Developer if Developer still owns any Lots, and also provided, however, that no such amendment affecting in any way the Common Area(s) within the Properties shall be effective unless the prior consent of the City of Novi, Oakland County, Michigan, by and through its City Council shall have first been obtained and also provided, however, that as long as there is a Class B membership any dedication of Common Area(s) within the Properties by the Association or any amendment of this Declaration will require the prior approval of the Federal Housing Administration or the Veterans Administration.

SECTION 2. NOTICES. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

SECTION 3. ENFORCEMENT. Enforcement of these Covenants and Restrictions shall be by an proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant or Restriction, either to restrain violation or to recover damages, and against the land to enforce an lien created by these Covenants; and failure by the Association or any Owner to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 4. ACTIONS BY DEVELOPER. All acts by Developer herein may be done by Kaufman and Broad Homes, Inc. which, in such instances, shall be deemed to be on behalf of itself, Janet Homes, Inc. and Streamwood Homes, Inc.

SECTION 5. SEVERABILITY. Invalidation of any one or more of these covenants or Restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 2nd day of August, 1971.

IN THE PRESENCE OF:

Ruth Marcus

June Goldberg

KAUFMAN AND BROAD HOMES, INC.

By _____
Edward B. Stulberg, Its Vice President

JANET HOMES, INC.

By _____
Edward B. Stulberg, Its Vice President

STREAMWOOD HOMES, INC.

By _____
Edward B. Stulberg, Its Vice President

STATE OF MICHIGAN)
 ss
COUNTY OF OAKLAND)

On this 2nd day of August, 1971 before me personally appeared Edward B. Stulberg, to me personally known, who being by me sworn did say that he is the Vice President of KAUFMAN AND BROAD HOMES, INC., JANET HOMES, INC. and STREAMWOOD HOMES, INC., the corporations named in and which executed the within instrument and that said instrument was

signed in behalf of said corporations by authority of their boards of directors; and said Edward B. Stulberg acknowledged said instrument to be the free act and deed of said corporations.

June Goldberg, Notary Public
Oakland County, Michigan

My commission expires: August 25, 1973

This Document was drafted by, and

After Recording return to: Edward B. Stulberg
18610 West Eight Mile Road
Southfield, Michigan 48075

EXHIBIT A

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Proposed Heatherwoode Subdivision

A part of Section 25, T. 1 N., R. 8 E., City of Novi, Oakland County, Michigan beginning at a point distant S. 0°20'50" E. along the west line of said Section 25, also in part along the east line of Meadowbrook Lake Subdivision (Liber 106, Pages 6 and 7 of Plats O.C.R.) 915.14 feet from the west 1/4 corner of said Section 25, thence N. 89°39'10" E., 195.00 feet; thence along a traverse line near the waters edge S. 0°20'50" E., 80.01 feet, and S. 30°05'07" E., 40.32 feet, and N. 79°35'53" E., 60.20 feet, and N. 32°42'17" E., 93.96 feet, and N. 57°37'16" E., 30.45 feet, and N. 74°16'36" E., 80.90 feet, and N. 61°29'29" E., 85.21 feet, and N. 64°24'39" E., 80.02 feet, and N. 70°33'08" E., 79.25 feet, and N. 44°17'02" E., 88.16 feet, and N. 32°49'18" E., 93.62 feet, and N. 38°18'38" E., 32.71 feet, and N. 12°54'48" E., 40.80 feet, and N. 72°34'43" E., 110.55 feet, and N. 0°06'53" E., 17730 feet, and N. 12°03'06" E., 18.46 feet, and N. 12°29'12" E., 26.75 feet, and N. 0°07'22" E., 48.50 feet; thence N. 30°10'59" E., 173.41 feet; thence N. 1°11'43" W., 98.75 feet; thence N. 88°46'17" E., 130.33 feet; thence N. 1°11'43" W., 153.56 feet; thence along the south line of Willowbrook Estates Subdivision No. 2 (Liber 77, Pages 4 and 5 of Plats, O.C.R.) N. 70°16'17" E., 102.48 feet, and N. 79°49'17" E., 169.23 feet, and N. 55°51'17" E., 154.57 feet, and N. 52°45'17" E., 247.87 feet; thence S. 85°46'23" E., 97.56 feet; thence S. 10°50'53" E., 174.35 feet; thence along the arc of a curve to the right, radius 360 feet, central angle 16°59'08", chord 106.33 feet, chord bearing N. 67°38'41" E., a distance of 106.72 feet; thence N. 6°08'15" E., 156.25 feet; thence S. 65°30'45" E., 422.86 feet; thence S. 49°24'19" E., 120.11 feet; thence N. 89°49'37" E., 300.00 feet; thence S. 0°10'23" E., 131.54 feet; thence N. 89°49'37" E., 455.00 feet; thence S. 0°10'23" E., 125.00 feet; thence N. 89°49'37" E., 78.65 feet; thence S. 0°10'23" E., 194.00 feet; thence along a traverse line near the water's edge; N. 88°01'33" W., 80.07 feet, and S. 89°49'37" W., 320.04 feet, and S. 88°45'10" W., 160.05 feet, and S. 86°15'04" W., 80.17 feet, and N. 88°17'26" W., 98.19 feet, and N. 71°10'09" W., 98.48 feet, and N. 52°02'19" W., 191.37 feet, and N. 61°03'34" W., 83.53 feet, and N. 39°11'44" W., 63.60 feet, and N. 64°04'50" W., 80.03 feet, and N. 69°48'04" W., 80.24 feet, and N. 59°08'25" W., 77.89 feet, and N. 73°20'07" W., 66.73 feet, and S. 75°52'34" W., 67.95 feet, and S. 53°01'20" W., 235.93 feet, and S. 58°28'22" W., 95.03 feet, and S. 72°30'43" W., 94.96 feet, and S. 78°41'17" W., 82.62 feet, and S. 84°36'50" W., 80.52 feet, and S. 42°58'05" W., 71.05 feet, and W. 16°27'58" E., 97.54 feet, and S. 1°15'53" W., 97.61 feet, and S. 14°00'40" W., 98.80 feet, and S. 27°07'13" W., 163.17 feet, and S. 15°05'16" W., 70.16 feet, and S. 51°16'27" E., 30.23 feet, and S. 89°59'28" E., 92.84 feet, and S. 87°12'59" E., 87.15 feet, and N. 70°16'54" E., 84.84 feet, and N. 71°08'42" E., 95.61 feet, and N. 48°16'07" E., 37.87 feet, and N. 3°57'57" W., 80.01 feet, and N. 10°44'46" W., 92.66 feet, and N. 29°47'24" E., 145.70 feet, and N. 73°00'36" E., 124.86 feet, and S. 87°31'37" E., 81.34 feet; and S. 89°12'01" E., 167.94 feet, and S. 81°57'26" E., 95.08 feet, and S. 72°17'07" E., 95.24 feet, and S. 64°18'26" E., 160.05 feet, and S. 71°34'46" E.,

EXHIBIT A

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Proposed Heatherwoode Subdivision - Cont'd.

152.01 feet, and S. 82°36'10" E., 75.90 feet, and S. 88°35'50" E., 77.91 feet, and S. 86°32'51" E., 160.13 feet, and S. 88°41'41" E., 160.02 feet, and N. 81°13'50" E., 208.21 feet; thence S. 20°40'22" W., 233.00 feet; thence along the arc of a curve to the left, radius 325 feet, central angle 19°22'03", chord 109.34 feet, chord bearing N. 79°00'39" W., a distance of 109.86 feet; thence N. 88°41'41" W., 195.00 feet; thence S. 1°18'19" W., 331.71 feet; thence S. 6°48'31" E., 75.15 feet; thence S. 81°41'24" W., 185.00 feet; thence N. 86°16'22" W., 233.16 feet; thence N. 72°49'46" W., 227.01 feet; thence N. 68°57'26" W., 233.10 feet; thence N. 84°55'59" W., 75.76 feet; thence S. 81°49'13" W., 187.51 feet; thence S. 71°55'26" W., 254.58 feet; thence S. 15°14'58" W., 42.35 feet; thence S. 1°07'25" E., 86.99 feet; thence S. 86°49'13" W., 433.89 feet in part along the boundary of Heatherbrae Subdivision (Liber 128, Pages 36, 37, 38 & 39 of Plats O.C.R.); thence along the arc of a curve to the right, radius 1080 feet, central angle 17°11'32", chord 322.85 feet, chord bearing N. 5°56'44" E., a distance of 324.07 feet, and N. 14°32'29" E., 179.26 feet, and along the arc of a curve to the right, radius 100 feet; central angle 11°08'08", chord 19.41 feet, chord bearing N. 20°06'34" E., a distance of 19.44 feet; thence N. 76°14'58" W., 61.32 feet, and along the arc of a curve to the right, radius 300 feet, central angle 36°25'17", chord 197.43 feet, chord bearing S. 44°53'16" W., a distance of 201.17 feet, and S. 64°05'55" W., 188.98 feet, and along the arch of a curve to the right, radius 240 feet, central angle 6°03'39", chord 33.74 feet, chord bearing S. 68°07'44" W., a distance of 33.77 feet, and S. 72°09'34" W., 148.25 feet, and along the arch of a curve to the left, radius 300 feet, central angle 8°34'46", chord 44.88 feet, chord bearing S. 67°52'10" W., a distance of 44.92 feet, and S. 63°34'47" W., 303.12 feet, and along the arc of a curve to the right, radius 300 feet, central angle 26°04'23", chord 135.34 feet, chord bearing S. 76°36'59" W., a distance of 136.52 feet, and S. 89°39'10" W., 122.00 feet to the west line of said Section 25; thence N. 0°20'50" W., 260.02 feet along the west line of said Section 25, also in part along the east line of Meadowbrook Lake Subdivision (Liber 106, Pages 6 and 7 of the Plats O.C.R.) to the point of beginning.

Proposed Heatherlea Subdivision

Part of Southwest 1/4 of Section 25, Town 1 North, Range 8 East, City of Novi, Oakland County, Beginning at a point North 88 degrees 15 minutes 54 seconds East along the South line of said Section 25 Town 1 North, Range 8 East 1560.07 feet and North 1 degree 23 minutes 04 seconds West along the East line of Heatherbrae Subdivision to Liber 128, Pages 36, 37, 38 and 39 a distance of 260.00 feet from Southwest corner of said Section 25, Town 1 North, Range 8 East, thence continuing along the East line of said Heatherbrae Subdivision North 1 degree 23 minutes 04 seconds West 297.17 feet and along a curve to the left, radius 360 feet chord bearing North 16 degrees 25 minutes 32 seconds West chord 186.85 feet Central angle 30 degrees 04 minutes 56 seconds a distance of 189.01 feet and North 31 degrees 28 minutes 00 seconds West 178.52 feet and along a curve to the right radius 300 feet chord bearing North 18 degrees 30 minutes 18 seconds West Chord 134.58 feet Central angle, 25 degrees 55 minutes 25 seconds a distance of 135.74 feet and North 5 degrees 32 minutes 35 seconds West 165.64 feet thence North 84 degrees 47 minutes 25 seconds a distance 143 feet thence South 5 degrees 32 minutes 35 seconds East 162 feet thence South 23 degrees 47 minutes 12 seconds East 130.11 feet thence South 31 degrees 28 minutes 00 seconds East 235.79 feet thence south 7 degrees 29 minutes 34 seconds East 117.04 feet thence South 1 degree 23 minutes 04 seconds East 334.59 feet thence South 86 degrees 50 minutes 54 seconds West 145 feet to the point of beginning.

EXHIBIT A

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Proposed Heatherwycke Subdivision

Part of the South 1/2 Sec. 25, W. 1 N., R. 8 E., City of Novi, Oakland County, Michigan, Beginning at the S 1/4 corner of said Sec. 25 and proceeding thence S. 80°50'53" W. along the South line of said Sec. 25 1174.31 ft.; thence N 01°23'04" W 260.00 ft.; thence N 88°50'54" E along the South line of Heatherlea Subdivision (Liber _____, Page _____ of Plats, O.C.R.) 145.00 ft.; thence N 01°23'04" W along the East line of said Heatherlea Subdivision 334.59 ft., and N 07°29'34" W 117.04 ft., and N 31°28'00" W 235.79 ft., and N 23°47'12" W 130.31 ft., and N 05°32'35" W 162.00 ft.; thence S 84°27'25" W along the North line of said Heatherlea Subdivision 143.00 ft.; thence N 05°32'35" W along on easterly line of Heatherbrae Subdivision (Liber 120, Pages 36, 37 38 and 39 of Plats, O.C.R.) 197.51 ft.; thence N 06°49'13" E 125.00 ft.; thence N 01°07'25" W 86.99 ft., thence N 15°14'58" E., 42.35 ft.; thence N 71°55'26" E 254.50 ft.; thence N 01°49'13" E 187.51 ft.; thence S 84°55'59" E 75.76 ft.; thence S 68°57'26" E 233.10 ft.; thence S 72°49'46" E 227.01 ft.; thence S 86°16'22" E 233.16 ft.; thence N 81°41'24" E 105.00 ft.; thence S 11°26'09" E 82.34 ft.; thence S 17°35'17" E 82.54 ft.; thence S 19°40'10" E 89.00 ft.; thence S 10°49'57" E 97.89 ft.; thence S 11°21'02" E 99.63 ft.; thence S 07°07'49" E 89.64 ft.; thence S 01°09'07" E 922.77 ft. to a point on the South line of said Section 25, thence S 99°07'01" W along said South line 228.28 ft. to the point of beginning.

AMENDMENT

THIS AMENDMENT, made this 18th day of November, 1971 by Kaufman and Broad Homes, Inc., Janet Homes, Inc. and Streamwood Homes, Inc., all being Michigan Corporations, hereinafter collectively referred to as "Developer," whose address, for purposes hereof, is 18610 West Eight Mile Road, Southfield, Michigan.

WITNESSETH:

WHEREAS, Developer has executed that certain instrument known as "Village Oaks Declaration of Covenants, Conditions and Restrictions," hereinafter referred to as "Declaration," on the 2nd day of August, 1971, and said instrument having been duly recorded in the office of the Register of Deeds for Oakland County, Michigan on the 4th day of August, 1971 at Liber 5704, Pages 52 through 69; and

WHEREAS, said Declaration specifically refers to certain real estate situated in the City of Novi, Oakland County, Michigan, as set forth in Exhibit A attached to and made a part of said Declaration, and also certain real estate in Heatherbrae Subdivision as recorded in Liber 128, Page 36 of Plats, Oakland County Records; and

WHEREAS, said Declaration sets forth a certain date by which those Owners of lots in Heatherbrae Subdivision, as set forth above, may consent to having their lots subject to said Declaration, and also sets forth a certain date by which said owners may contract with an association (now known as Village Oaks Common Areas Association, a non-profit corporation duly incorporated under the laws of the State of Michigan and filed with the Michigan Department of Treasury on October 4, 1971) for certain rights and privileges in and to certain common areas, as set forth in said Declaration; and

WHEREAS, Article VIII, Section 1, provides that said Declaration may be amended during the first twenty (20) years by an instrument signed by not less than ninety (90%) of the lot owners; and

WHEREAS, Developer is presently the owner of more than ninety (90%) percent of the lots and desires to amend said Declaration,

NOW, THEREFORE, said Declaration is amended as follows:

- (1) The date by which the owners of lots in Heatherbrae Subdivision may consent to

having their lots subject to the said Declaration and to join said Association is hereby changed from July 1, 1972 to July 1, 1978.

(2) The date set forth in Article IV, Section 3, paragraph (B) is hereby changed from July 1, 1972 to July 1, 1978.

(3) The date set forth in Article IV, Section 3 paragraph () is hereby changed from July 1, 1972 to July 1, 1978.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 18th day of November, 1971.

WITNESSED BY:

Arlene Steinman

Dorothy Crane

KAUFMAN AND BROAD HOMES, INC.

By _____
Edward B. Stulberg
Its Vice President

JANET HOMES, INC.

By _____
Edward B. Stulberg
Its Vice President

STREAMWOOD HOMES, INC.

By _____
Edward B. Stulberg
Its Vice President

STATE OF MICHIGAN)
 SS
COUNTY OF OAKLAND)

On the 18th day of November, 1971, before me personally appeared Edward B. Stulberg, Vice President of Kaufman and Broad Homes, Inc., Vice President of Janet Homes, Inc. and Vice President of Streamwood Homes, Inc., who, being by me duly sworn, did say that the within instrument was signed in behalf of said corporations by authority of their Boards of Directors, and Edward B. Stulberg acknowledged said instrument to be the free act and deed of said corporations.

June Goldberg, Notary Public
Oakland County, Michigan.
My commission expires August 25, 1973.

Certificate of Clerk

This Amendment duly approved by the City Council of the City of Novi at a Regular meeting held on the 29th day of November, 1971.

Mabel Ash, City Clerk of Novi

THIS INSTRUMENT DRAFTED BY:

James E. Dwyer
18610 West Eight Mile Road
Southfield, Michigan 48075

RETURN TO:

Ruth Marcus
18610 West Eight Mile Road
Southfield, Michigan 48075

FAIRFIELD FARMS SUBDIVISION
SUPPLEMENTAL DECLARATION OF
COVENANTS AND RESTRICTIONS

This Supplemental Declaration of Covenants and Restrictions, hereinafter referred to as the "Supplement Declaration", made this 6th day of November, 1973, by KAUFMAN AND BROAD HOMES, INC., a Michigan corporation, hereinafter referred to as the "Developer", whose address for purposes herein, is 222 Presidential Office Centre, 23777 Southfield Road, Southfield, Michigan 48075.

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property situated in the City of Novi, Oakland County, Michigan, more particularly described as follows:

LOTS 1 through 194, both inclusive, FAIRFIELD FARMS SUBDIVISION, part of the East one-half (1/2) and the Northwest one-quarter (1/4) of Section 25, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, according to the Plat thereof recorded in Liber 139, Pages 26 through 30 of Plats, Oakland County Records; and

WHEREAS, the Developer desires to extend to the foregoing real property the scheme of the covenants and restrictions contained within that certain Declaration of Covenants and Restrictions pertaining to VILLAGE OAKS COMMUNITY, adjacent thereto, hereinafter referred to as the "Declaration", dated August 2, 1971, and recorded in Liber 5704, Page 52 through 66, both inclusive, Oakland County Records, as therein limited, and to subject the foregoing lots to assessment, and to the charge and lien therefor, on the basis and for the purposes set forth in the Declaration, and to extend to the foregoing lots the jurisdiction and effect of the VILLAGE OAKS COMMON AREAS ASSOCIATION for the purposes, and on the basis, set forth in the Declaration; and

WHEREAS, the real property described above is located within the area bounded by Eight Mile Road on the south, Ten Mile Road on the north, Haggerty Road on the east and Meadowbrook Road on the west, City of Novi, Oakland County, Michigan, and constitutes a planned addition to The Properties as defined, and for the purposes set forth and described in the Declaration; and

NOW, THEREFORE, the Developer hereby declares that the provisions of the Declaration above the provisions of the Declaration and to incorporate the same herein by reference.

NOW, THEREFORE, the Developer hereby declares that the real property described above is, and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Declaration and made applicable by this Supplemental Declaration, each of which is for the benefit of and shall run with and bind the real property and each owner thereof.

WITNESS:

KAUFMAN AND BROAD HOMES, INC.
a Michigan Corporation

Glenda J. Fioritti

By John J. Tedesco, President

Helen D. Pickens

STATE OF MICHIGAN)
COUNTY OF OAKLAND) SS:

On this 6th day of November, 1973, before me a Notary Public in and for said County, personally appeared JOHN J. TEDESCO, to me personally known, who, being by me duly sworn, did say that he is the President of Kaufman and Broad Homes, Inc., a Michigan Corporation, the corporation named in and which executed the within instrument, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and the said JOHN J. TEDESCO acknowledged said instrument to be the free act and deed of said corporation.

Helen D. Pickeus
Notary Public, Oakland County, Michigan
My Commission Expires: February 8, 1975

Drafted by and when recorded return to:

Michael B. Lewiston
1400 Buhl Building
Detroit, Michigan 48226 (pick-up)

**COMMUNITY OF VILLAGE OAKS
NOVI, MICHIGAN
HEATHERGREENE SUBDIVISION
SUPPLEMENTAL DECLARATION
COVENANTS AND RESTRICTIONS**

This Supplemental Declaration of Covenants and Restrictions, hereinafter referred to as the "Supplemental Declaration" made this 24th day of September, 1974 by KAUFMAN AND BROAD HOMES, INC., a Michigan Corporation, hereinafter referred to as the "Developer", whose address, for purposes hereof, is 222 Presidential Office Centre, 23777 Southfield Road, Southfield, Michigan 48075.

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property situated in the City of Novi, Oakland County, Michigan, more particularly described as follows:

HEATHERGREENE SUBDIVISION, part of the northeast 1/2 of Section 25, T. 1 N., R. 8°, City of Novi, Oakland County, Michigan beginning 15'59" E. along the north line of Section 25, 160.00 feet from the corner of said Section 25; thence along the north line of said Section 25 N. 15'59" E., 280.10 feet; thence S. 1°44'01" E., 145.00 feet thence S. 8°45'04" E., 289.62 feet; thence N. 18°15'23" E., 337.88 feet; thence S. 0°54'24" E., 71.25 feet, thence S. 36°41'19" W., 256.17 feet thence S. 49°49'29" W., 472.05 feet, thence S. 35°10'39" W., 233.00 feet; thence N. 54°49'21" W., 123.82 feet; thence S. 89°49'37" W., 42.79 feet; thence N. 0°10'23" W., along the north and south 1/2 of said Section 25, also in part the east line of Willowbrook Estates Subdivision NO. 3, (Liber 83, Pages 24 and 25 of Plats. O.C.R.) 690.00 feet; thence N. 88°13'59" E., 160.00 feet; thence N. 0°10'23" W., 250.00 feet to the point of beginning, consisting of 21 lots and containing an area of 9173 acres. Recorded in Liber 113, Pages 12 & 13

WHEREAS, The Developer desires to extend to the foregoing real property the scheme of the covenants and restrictions contained within that certain Declaration of Covenants and Restrictions pertaining to VILLAGE OAKS COMMUNITY, adjacent thereto, hereinafter referred to as the "Declaration", dated August 1971, and recorded in Liber 5704, Pages 52 through 66, both inclusive, Oakland County Records, as therein limited, and to subject the foregoing lots to assessment, and to the charge and lien therefor, on the basis and for the

purpose set forth in the Declaration, and to the foregoing lots the jurisdiction and effect of the VILLAGE OAKS COMMON AREAS ASSOCIATION for the purposes, and on the basis, set forth in the Declaration; and

WHEREAS, the real property described above is located within the area bounded by Eight Mile Road on the south, Ten Mile Road on the north, Haggerty Road on the east and Meadowbrook Road on the west, City of Novi, Oakland County, Michigan, and constitutes a planned addition to the Properties as defined, and for the purposes set forth and described in the Declaration and

WHEREAS, the Developer desires to extend and apply to the real property described above the provisions of the Declaration and to incorporate the same herein by reference.

NOW, THEREFORE, the Developer hereby declares that the real property described above is, and shall be held transferred, sold conveyed and occupies subject to the covenants, restrictions, easements, charges and liens set for in the Declaration and made applicable by this Supplemental Declaration, each of which is for the benefit of and shall run with and bind the real property and each owner thereof.

WHEREAS, any building used or capable or being used for residential purposes and occupancy within the flood plain shall;

(a) Be located on a lot having a minimum of 3,000 square feet of its area at its natural grade above the elevation of the contour defining the flood plain limits. This requirement may be waived if the building is to be elevated on stilts or similar design to provide an open area above ground level and if the requirements of section 194 (c) of the act are met.

(b) Be served by street the proposed subdivision having surfaces higher than the elevation of the contour defining the flood plain limits.

(c) Have lower floors, excluding basements, a minimum of 1 foot higher than the elevation of the contour defining the flood plain limits.

(d) Have openings into the basement not lower than the elevation of the contour defining the flood plain limits.

(e) Have basement walls and floor, below the elevation of the contour defining the flood plain limits, watertight and reinforced to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the flood plain limits.

(f) Be equipped with a positive means of preventing sewer backup from sewer lines and drains which serve the building.

(g) Be properly to prevent flotation.

WITNESS:

KAUFMAN AND BROAD HOMES, INC.
A Michigan Corporation

Bruce E. Smith

By: _____
Michael A. Sunstein, President

Mary K. Mc Nutt

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 21st day of February, 1975, before me a Notary Public in and for said County, personally appeared MICHAEL A. SUNSTEIN, to me personally known, who, being by me duly sworn, did say that he is the President of Kaufman and Broad Homes, Inc., a Michigan Corporation, the Corporation named in and which executed the within instrument, and that said instrument was signed and sealed in behalf of the said corporation by authority of its Board of Directors; and the said MICHAEL A. SUNSTEIN acknowledged said instrument to be the free act and deed of said corporation.

Notary Public, Oakland County, Michigan
Arlene F. Steinman
My Commission Expires: April 13, 1976

Drafted by and when recorded return to:

Michael B. Lewiston
1400 Buhl Building
Detroit, Michigan 48226

HeatherGreene Subdivision all Lots are to be served with a municipal water system and sanitary sewer.

OAKLAND COUNTY HEALTH DEPT.