

Proposed Amendment to Declaration of Covenants, Conditions and Restrictions

Central Air Conditioning Units

As you are well aware, there are Covenants and Restrictions, we all agreed to when we purchased our homes, that identify the rights and responsibilities of each lot owner in the sub. As the Board of Directors and the Architectural Control Committee have reviewed these restrictions, one of the restrictions we would like to present to the Association for possible amendment is restriction #22 regarding air conditioning units.

The existing restriction call for AC units in the rear of the house only, and many units already installed are in violation.

The exact wording of the current, and proposed amendment is as follows:

Article II. Restriction 22

Current Status:

No outside compressors for central air conditioning units or other similar machinery may be located other than in the rear yard and within five (5) feet of a rear wall of the dwelling located thereon and shall not project past the sidewalls of the dwelling so as to extend into the sideyard.

Proposed amendment:

Only in the case of both of the following stipulations being met may a variance be allowed to locate an air conditioning unit in other than the above mentioned location:

1. A drawing of the proposed location, including a landscape plan for the immediate area around the unit must be submitted, and approved by the Architectural Committee.
2. Should the proposed location of the air conditioning unit be on the side of the home, written approval from the neighbor most directly effected must be submitted to the Board of Directors.

To be able to make this amendment and be in accordance with the Declaration of Covenants, Conditions and Restrictions, Article VI, (Amendment) will require a (75%) affirmative vote by the entire Association.

Please take the time to fill out your voting preference on this amendment change on the ballot slip provided below, detach it, and....

Return to: Chuck Hoomaian 24429 Holyoke Ct. (Lot #26)

By: June 11, 1994

Ballot vote for Amendment to Covenants & Restrictions

Yes I approve of the amendment change regarding air conditioning units.

No I do not approve of the amendment change regarding air conditioning units.

Signature _____ Lot # _____

(one vote per home)

Please detach Ballot and return
to Chuck Hoomaian by June 11, 1994

121990064

SEPTIC FIELD RESTRICTIONS AND NOTICE THEREOF

GREENWOOD OAKS SUBDIVISION NO. 1

The restrictions herein appearing shall apply to the following described property:

(Lots)

Lots 1 through 50, inclusive, of Greenwood Oaks Subdivision No. 1 of part of the Southeast 1/4 of Section 20 Town 1 North, Range 6 East, City of Novi, Oakland County, Michigan according to the plat thereof recorded in Liber 218, Pages 17-20 of plats, Oakland County Records.

218017 Pt of 22-02-400-002 Parent Parcel

and shall run with the land and be binding upon all owners thereof and the recordation of these restrictions shall serve as public notice to all purchasers of any part thereof.

The following restrictions are required to be recited herein by the Oakland County Health Division of the Oakland County Department of Institutional and Human Services, and unless waived by said Oakland County Health Division the following shall apply to each of the subject lots:

- (a) No lot shall be used for other than single family residential use.
- (b) Permits for the installation of on-site sewage disposal systems on each lot shall be obtained from the Oakland County Health Division prior to any construction on the lot, until and unless a public sanitary sewer system is available and used for sanitary sewage disposal for such lot.
- (c) The residence built on each lot must tie into the municipal water system.

The provisions of these Restrictions shall be perpetual and shall not be amended without the consent of the Oakland County Health Division of the Oakland County Department of Institutional and Human Services, its successors and assigns.

IN WITNESS WHEREOF, the Declarant has this 3rd day of October, 1991, as Declarant, caused these building and use restrictions to be executed

0001 NOV.25 '91 02:48PM 4923 MISC 7.00

WITNESSED BY:

Michael P. Horowitz
Susan Rachowitz

THE SELECTIVE GROUP, INC.

By: Michael P. Horowitz, President

8#92 REG/DEETS PAID
0001 NOV.25 '91 02:48PM
4923 RMT FEE 2.00

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was subscribed and sworn to before me this 3rd day of October, 1991, by Michael P. Horowitz, President of The Selective Group, Inc. a Michigan Corporation, on behalf of said corporation.

Drafted by and when recorded return to: MICHAEL P. HOROWITZ
The Selective Group, Inc.
27655 Middlebelt Road, Suite 130
Farmington Hills, MI 48334

Bonnie L. Butler, Notary Public
Oakland County
My Commission Expires: 12-13-94

Approved by
Oakland County Health Division
27725 Greenfield Road
Southfield, MI 48034

70
120

OK - G.K.

LIBER 12199/065

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

GREENWOOD OAKS SUBDIVISION NO. 1

THIS DECLARATION is made on the 15th day of August, 1991, by THE SELECTIVE GROUP, INC., a Michigan corporation, whose address is 27655 Middlebelt Road, Suite 130, Farmington Hills, Michigan 48334.

Plat recorded in Liber 218, Pages 17 through 20, inclusive.



WHEREAS, Declarant is the owner of certain real property located in the City of Novi, Oakland County, State of Michigan and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Subdivision"); and

WHEREAS, Declarant desires to impress the subdivision with covenants, conditions and restrictions in order to insure its development as a desirable residential area; to prevent any use thereof which might tend to diminish its value; and to assure the harmony, attractiveness and utility thereof.

NOW, THEREFORE, Declarant hereby declares that the Subdivision, and all future phases of the Subdivision, shall be held, sold, conveyed and otherwise transferred subject to the following covenants, conditions and restrictions (as amended from time to time), which shall run with the Subdivision and each lot therein, and which shall be binding upon and inure to the benefit of all parties having any right, title or interest in the Subdivision or any part thereof, their heirs, successors and assigns.

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0001 NOV.25 '91 02:48PM
4933 NISC 33.00

ARTICLE I

DEFINITIONS

"Declarant" shall mean THE SELECTIVE GROUP, INC., a Michigan corporation.

"Subdivision" shall mean the real property described in Exhibit "A" attached hereto and made a part hereof.

"Dwelling" shall mean the detached single-family residence which is to be built on each lot in the Subdivision.

ARTICLE II

RESTRICTIONS

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4933 RNT FEE 2.00

The Subdivision and each lot therein shall be subject to the following restrictions:

- 1. All lots in the Subdivision sold or conveyed to individual purchasers shall be used exclusively for single-family residential purposes. Except as specifically permitted herein, no structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed thirty (30) feet in height which may include an attached garage, except due to topographical conditions or upon approval of Declarant or the Architectural Control Committee. No part of any dwelling or other structure shall be used for any activity normally conducted as a business. Notwithstanding anything to the contrary contained herein, the provisions of this paragraph shall not apply to the Declarant or to any other builder which Declarant may designate

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during the construction period or during such periods as any dwelling may be used for model or display purposes.

2. No driveway, parking area, building, dwelling, fence, deck, patio, paved area, wall, hedge or other improvement or structure shall be erected, placed or altered on any lot in the Subdivision until the following have been submitted to and approved in writing by Declarant:

(a) A topographic survey showing the existing and proposed grades, the location of all trees in excess of three (3) inches in diameter, the proposed location of each building or structure, the proposed location of the septic (on-site sewage disposal) system and the proposed location of drives and parking areas;

(b) Construction and architectural plans including dimensioned floor plans, typical sections and all elevations;

(c) Specifications setting forth the type and quality of all materials and workmanship to be employed including a detailed finish schedule for all exterior materials, products and finishes, with actual brick, stain and shingle samples;

(d) A landscaping plan showing finished grading, planting, sodding, and lighting; and

(e) A construction schedule.

Refusal of proposed locations, plans, specifications or construction scheduling may be based by Declarant upon any ground whatsoever, including purely aesthetic considerations, which in the sole and uncontrolled discretion of Declarant shall be sufficient. Declarant may take into account the preservation of trees and the natural setting in passing upon plans, specifications and the like. No alterations in the exterior materials or appearance including stain, paint or roofing colors of any building or structure nor any alteration in the landscaping plans may be made without written approval by Declarant. One (1) copy of all plans, specifications and related data shall be furnished to Declarant for his records.

3. No plans for any dwelling will be approved unless the proposed dwelling has the minimum square footage required from time to time by the City of Novi. In addition, the dwelling must have a minimum of the following square footages: For one (1) or one and a half (1-1/2) story dwellings - a minimum livable main floor area of 1,700 square feet; and for dwellings of two (2) stories - a minimum livable floor area of 2,000 square feet. The term "livable floor area" shall exclude garages, patios, decks, open porches, entrance porches, terraces, storage sheds and like areas even if attached to the main dwelling. The term shall include enclosed porches if the roof of the porch forms an integral part of the roofline of the main dwelling. All garages must be side entry and attached or architecturally related to the dwelling. Declarant may waive the side-entry requirement at its sole discretion. No garage shall provide space for less than two automobiles. Carports are specifically prohibited.

4. Old and/or preexisting buildings may not be moved onto any lot in the subdivision, and no used materials except reclaimed brick may be used in construction.

5. The exterior of all buildings must be brick, stone, wood, vinyl siding or a combination thereof. Visible exteriors of cement, slag, cinderblock, asbestos siding or concrete are prohibited.

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6. No dwelling, building or other structure shall be placed, erected, altered or located on any lot nearer to the front, side or rear lot line than is permitted by the ordinances of the City of Novi in effect from time to time. Furthermore, Declarant may require the owner of any lot in the Subdivision, in order to preserve the woodland character of the Subdivision and to comply with the requirements of the City of Novi Woodlands Ordinance, as amended from time to time, to seek from the City of Novi such variances as may be required to locate the dwelling, building or other structure which is to be located on the lot, so as to carry out the purposes and intents of the Woodlands Ordinance and to preserve the woodland character of the Subdivision.

Declarant shall have the right (but not any obligation) to permit setbacks less than those established above if, in its sole judgment, the grade, soil or other physical conditions pertaining to a lot justify such a variance.

7. Upon the completion of a dwelling on any of the lots in the Subdivision, the owner thereof (the word "owner" as used herein is intended to mean the party who purchases a dwelling from the builder thereof and each subsequent purchaser) shall, subject to all applicable municipal ordinances, cause the lot owned by him to be finish graded and sodded and suitably landscaped as soon after completion as weather permits. All landscaping in the Subdivision shall be of an aesthetically pleasing nature and shall be well maintained at all times. Notwithstanding anything to the contrary herein, basic landscaping, including finish grading and the laying of sod, must be completed within ninety (90) days of closing, weather permitting and, if weather does not so permit, then as soon thereafter as weather permits. Use of seed is expressly prohibited, and use of hydroseed is prohibited unless approved by the Declarant in writing.

8. Only domesticated pets shall be allowed. No other types of animals or fowl shall be kept or maintained on any lot, and household pets shall be confined to the lot. Pets causing a nuisance or destruction shall be restrained.

9. No fence, deck, patio, paved area, wall or hedge of any kind shall be erected or maintained on any lot without the prior written approval of Declarant. No fence, deck, patio, paved area, wall or hedge shall be located nearer to any front lot line than is permitted for dwellings under Paragraph 6 above. No fence, deck, patio, paved area, wall or hedge shall be maintained or erected which blocks or hinders vision at street intersections. No chain link fences shall be permitted. All pool fences shall not exceed the minimum standards as established by the City of Novi.

10. No mobile home, trailer, house or camping trailer, tent, shack, tool storage shed, barn, tree house or other similar outbuilding or structure shall be placed on any lot at any time, either temporarily or permanently. Plans for swimming or bath houses must be specifically approved by Declarant and the City of Novi.

11. Trailers, trucks, aircraft, commercial vehicles, house trailers, inoperative vehicles, boats or boat trailers, mobile homes, campers or other recreational vehicles or other vehicles except passenger cars and passenger vans, shall not be parked or maintained on any lot unless in a suitable private garage with the garage door closed and which garage is built in accordance with the restrictions set forth herein. Nor shall any of the same be parked upon any street within the subdivision except for commercial vehicles when present on business and then only for a limited period of time reasonably necessary to conduct the business. Notwithstanding anything to the contrary contained herein, the provisions of this paragraph

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shall not apply to the Declarant or to any other builder which Declarant may designate during the construction period or during such periods as any dwelling may be used for model or display purposes.

12. It shall be the sole responsibility of each lot owner to take all steps necessary to prevent his/her lot and any dwelling, improvements and/or structures located thereon from becoming unsightly or unkempt or from falling into a state of disrepair so as to decrease the beauty of the subdivision. No lawn ornaments, sculptures or statues shall be placed or permitted to remain on any lot without the prior written permission of Declarant.

13. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any animals or device or thing of any sort whose normal activities or existence is in any way noxious, noisy, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the reasonable enjoyment of other property in the neighborhood. Notwithstanding anything to the contrary contained herein, the provisions of this paragraph shall not apply to the Declarant or to any other builder which Declarant may designate during the construction period or during such periods as any dwelling may be used for model or display purposes.

14. No above ground swimming pools shall be erected or maintained on any lot.

15. All driveways and approaches shall be paved with concrete and shall be completed prior to occupancy, except to the extent prohibited by strikes or weather conditions, in which case the paving shall be completed within thirty (30) days of the termination of the strike or adverse weather. Developer may waive this requirement due to unavailability or excessive cost of materials.

16. No large trees measuring six (6) inches or more in diameter at ground level may be removed without written approval of Declarant and compliance with all applicable municipal ordinances, including, but not limited to, the Woodlands Ordinance of the City of Novi. Prior to commencement of construction, each lot owner shall submit to Declarant for its written approval a plan for the preservation of trees in connection with the construction process. It shall be the responsibility of each lot owner to maintain and preserve all large trees on its lot, which responsibility includes welling and/or retaining trees, if necessary.

17. Declarant, after reasonable written notice to lot owner(s), reserves for itself and its agents the right to enter upon any residential lot for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth which in the opinion of Declarant detracts from the overall beauty, setting and safety of the subdivision. Such entrance for the purpose of mowing, cutting, clearing, or pruning shall not be deemed a trespass. Declarant and its agents may likewise enter upon such land to remove any trash which has collected on such lot without such entrance and removal being deemed a trespass. The provisions of this paragraph shall not be construed as an obligation on the part of Declarant to mow, clear, cut or prune any lot nor to provide garbage or trash removal services. In the event Declarant deems it necessary to take the actions necessary as provided for herein, any costs and expenses incurred may be assessed by Declarant against the lot(s).

18. All charges against any lot or lots in the Subdivision in connection with the provisions of Paragraph 17

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hereof shall be the personal liability of the owner(s) of the lot(s), and the Declarant or its successors or assigns, including the Association, as hereinafter defined, shall have the right to enforce collection for any and all expenses and costs incurred in connection with exercising the rights provided in Paragraph 17 hereof by a suit at law for a money judgment or by foreclosure of a lien that secures payment of the assessment which Declarant may record against the subject lot or lots. Each owner of a lot or lots in the Subdivision shall be deemed to have granted to the Declarant or its successors and assigns the unqualified right to assess and lien the subject lot for costs incurred in connection with Paragraph 17 hereof and further to permit Declarant or its successors and assigns the 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 or by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purpose 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 lot owner and every other person who from time to time has an interest in any of the lots in the Subdivision, shall be deemed to have authorized and empowered the Declarant, or its successors and assigns, including the Association, to sell or cause to be sold the lot with respect to which the outstanding obligation 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 of a lot in the Subdivision acknowledges that at the time of acquiring title to such lot, he was notified of the provisions of this section and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Declarant, its successors and assigns, including the Association, to foreclose by advertisement the lien for nonpayment of any assessments and the waiver of a hearing on the same prior to the sale of the subject lot. Notwithstanding the foregoing, neither judicial foreclosure action nor a suit at law for a money judgment 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) of the subject lot(s) at his or their last known address of a written notice that expenses have been incurred by Declarant or its successors and assigns, including the Association, and are delinquent and that Declarant, its successors and assigns, including 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 Declarant, its successors and assigns, including 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), (iv) the legal description of the lot(s), and (v) the name(s) of the owner of record. Such affidavit shall be recorded in the office of the Register of Deeds in the County in which the Subdivision is located prior to the 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 Declarant, its successors and assigns, including the Association, may take such remedial action as may be available to it hereunder under Michigan Law.

19. No laundry shall be hung for drying in such a way as to be visible from any street in the Subdivision.

20. The grade of any lot or lots in the Subdivision may not be changed without the written consent of Declarant. This restriction is intended to prevent interference with the master drainage plans for the Subdivision. Furthermore, Declarant shall have the exclusive right to enter upon any lot

in the Subdivision after occupancy of a dwelling has been delivered to an owner for the sole purpose of modifying grades due to construction on immediately abutting lots in order to preserve the master drainage plans of the subdivision. Declarant shall restore lot owner's property to its original or similar condition which existed prior to any work which Declarant may be required to do in order to preserve the integrity of the drainage system of the Subdivision.

21. No "through the wall," including "through the window," air conditioners may be installed in any dwelling or structure in the Subdivision.

22. No outside compressors for central air conditioning units or other similar machinery may be located other than in the rear yard and within five (5) feet of a rear wall of the dwelling located thereon and shall not project past the sidewalls of the dwelling so as to extend into a side yard.

23. If the dwelling is constructed with a side entry garage, the basketball backboard or basket may be constructed on the garage or if free standing shall not be located where it is closer to the street than a line running parallel to the street extending perpendicular from the midpoint of the face of the width of the garage to the nearest boundary line of the lot. Basketball backboards or baskets may be installed only in the rear yard of each lot and shall not project into the side yard of any lot whether free standing, attached to a dwelling, garage or any other structure when the dwelling constructed on the lot has a front entry garage or is located on a corner lot.

24. All dwellings must be connected to the City water system.

25. The use of any BB guns, firearms, air rifles, pellet guns, bow and arrow, slingshot or any other weapon of any kind is prohibited in the Subdivision.

26. Subject to all applicable municipal ordinances, including the Woodlands Ordinance of the City of Novi, Declarant reserves perpetual, alienable and releasable easements, and the right to go on, over and under the lots in the Subdivision, as shown on the final plat, for purposes of installing and maintaining all public utilities and conveniences, including, but not limited to: storm sewers, water and drainage lines, electric and telephone wires, cables and conduits, water mains, gas lines and cable TV lines. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, to make any gradings of the soil or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee of Declarant, but this reservation shall not be considered an obligation of Declarant to provide or maintain any such utility or service.

27. Subject to all applicable municipal ordinances, including the Woodlands Ordinance of the City of Novi, each lot owner in the Subdivision shall install, own, maintain, repair and replace, at its sole expense, electrical service conductors and telephone facilities from the public easements to the dwelling located on the lot. Each lot owner shall be solely responsible for any injury to persons or property occurring during the installation or maintenance of said services.

28. No shrubs or foliage shall be permitted on any lot within five (5) feet of any transformer enclosures or secondary connection pedestals.

29. Declarant has designated certain lands in the Subdivision to be used for surface water accumulation in connection with the proposed drainage easements (as shown on

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the plat), and Declarant hereby covenants for itself, its successors and assigns that such lands shall continue to be used in such a manner so as to facilitate the proper drainage of the Subdivision. In the event that the City of Novi or the Oakland County Road or Drain Commission finds it necessary, in its discretion, to go upon such lands in order to maintain the proper drainage of the Subdivision, the City of Novi or the Oakland County Road or Drain Commission or their respective successors or assigns shall have the right to go upon such lands.

30. No dwellings, improvements or structures may be constructed or maintained over or on any easements; provided, however, that after the aforementioned utilities have been installed, such areas may be sodded. All other planting or lot-line improvements of any type over or on said easements shall be allowed only upon prior written approval of Declarant and only so long as they do not interfere with, obstruct, hinder or impair the drainage plan of the Subdivision, and so long as access is granted, without charge or liability for damages, for the maintenance of the utilities and underground drainage lines so installed, surface drainage and/or for the installation of additional facilities.

31. Easements shall be and are hereby reserved to Declarant for the erection, maintenance, repair, alteration, improvement and replacement of Subdivision entrances, walls, fences, gates, signs, ornamental lights, landscaping, sprinkling systems and other items which benefit the Subdivision as a whole, on, over and through such lands in the Subdivision as shall be shown as easements for same on the plat.

32. Notwithstanding anything to the contrary contained herein, Declarant and/or any builder or builders which Declarant may designate, may construct and maintain one or more model homes on any lot or lots in the Subdivision and may use such model home(s) for the purpose of promoting the sale of homes and lots in the Subdivision or in adjacent or nearby subdivisions.

33. No commercial signs, except "for sale" signs of a normal and usual size, shape and material, shall be erected or maintained on any lot except with the written permission of Declarant or except as may be required by legal proceedings. If such permission is granted, Declarant reserves the right to restrict size, color and content of such signs. All property identification signs, mailboxes, delivery receptacles, yard lights and the like shall be of a standard color, size and style determined by Declarant and shall be erected only in areas designated by Declarant.

34. Notwithstanding anything to the contrary contained herein, Declarant and/or such other builders as may be approved by Declarant, solely or in conjunction with one another, may construct and maintain a sales office, together with a sign or signs on lot(s) of their choosing until such time as all of the lots in the Subdivision or in adjacent or nearby subdivisions have been sold and constructed by them.

35. No outside television antenna or other antenna, aerial, saucer or similar device shall be placed, constructed, altered or maintained on any lot unless Declarant determines, in its sole discretion, that the absence of an outside antenna creates substantial hardship with respect to a particular lot.

36. The stockpiling and storage of building and landscaping materials, equipment and/or firewood shall not be permitted on any lot except if such materials, equipment and/or firewood may be used within a reasonable length of time, but in no event shall the storage of landscape material extend for a period of more than thirty (30) days. This paragraph shall not

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apply to Declarant and/or any builder which Declarant may designate during the construction period of new dwellings in the Subdivision.

37. Any debris resulting from the destruction in whole or in part of any dwelling, improvement or structure on any lot in the Subdivision shall be removed with all reasonable dispatch from such lot in order to preserve the sightly condition of the Subdivision.

38. No substantially similar front elevation in style and color of any dwelling shall be duplicated on any lot less than three hundred (300) feet away along the front lot lines unless approved by Declarant or the Architectural Control Committee as provided in Article III, Paragraph 2.

39. The design, construction, type of material and color used for Subdivision entranceways, gates, walls, fences and any other ornamental structures which Declarant may install or erect in the Subdivision, and the design and materials used in any landscaping installed in, on or around any of the aforementioned structures and improvements or elsewhere in the Subdivision (including parks, park circles, cul-de-sac islands or outlets) (collectively referred to as "Subdivision Improvements") shall not be altered without the prior written consent of Declarant, nor shall any additions be made thereto without Declarant's prior written consent. No assignment or transfer of Declarant's rights or powers pursuant to Article III or IV hereof shall give any other entity the right to approve any additions or alterations to the above-mentioned Subdivision Improvements unless expressly provided for in writing by Declarant. All costs incurred in connection with the maintenance, repair and replacement of the above-mentioned Subdivision Improvements, including any public sprinkling systems installed thereon, shall be the sole responsibility of all lot owners in the Subdivision, or the responsibility of the homeowners association referred to in Article IV once such homeowners association is formed, and said Subdivision Improvements shall be maintained in such a manner as to assure and promote the attractiveness and pleasurable enjoyment of the Subdivision. Such costs shall be assessed and collected according to the provisions of Article IV hereinafter set forth.

40. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or specific area.

41. All dwellings on individual lots within the Subdivision must be connected to a septic (on-site sewage disposal) system, which septic system shall be installed in compliance with the permit for such work which was obtained from the Oakland County Health Division of the Department of Institutional and Human Services prior to such installation.

42. No fencing of any type is allowed on any lot unless there is an in-ground swimming pool. Any fence in this case must be approved as to height, length, material type and such other required specifications of the City of Novi. In no instance will chain-link fence be allowed. Furthermore, the type, style and location of fence must be approved by the Declarant in writing. Declarant reserves the right to refuse the proposed location, plans and specifications for the construction of said fence in the sole discretion of the Declarant, including decisions based upon purely aesthetic considerations.

43. No lot shall be used or maintained as a dumping ground for rubbish or debris of any kind. Trash and other

forms of waste shall not be kept on any lot except in closed sanitary containers properly concealed from public view.

44. It is specifically acknowledged that should Declarant or its assigns fail or refuse to exercise its rights or abandon such rights, granted to Declarant in Article II above as to any matters referred to, express or implied, in Article II above, the Declarant shall have no responsibilities, duties, liabilities or obligations, express or implied, of any kind or nature whatsoever.

ARTICLE III

ARCHITECTURAL CONTROL COMMITTEE

1. At such time as all of the lots in the Subdivision are sold by Declarant and dwellings are erected thereon, or at such earlier time as Declarant may, in its sole discretion, elect, Declarant may assign, transfer and delegate to an Architectural Control Committee all of its rights to approve or refuse to approve plans, specifications, drawings, elevations or other matters with respect to the construction or location of any dwelling, fence, wall, hedge or other structure on any lot in the Subdivision. Thereafter, the Architectural Control Committee shall exercise all of the authority and discretion granted to Declarant in Article II above relative to approving or disapproving such matters, and Declarant shall have no further responsibilities with respect to such matters. The Architectural Control Committee shall be comprised of up to five (5) members to be appointed by Declarant. Declarant may also transfer its right to delegate members of the Architectural Control Committee to the homeowners association for the Subdivision. Until such event, Declarant reserves the right to appoint and remove members of the Architectural Control Committee, in its sole discretion.

2. Any submission to Declarant or the Architectural Control Committee for any approval provided for under this Declaration shall be in writing and shall conform to Paragraph 1 of Article II above, except as to any items waived or modified by Declarant or the Architectural Control Committee in writing in its sole discretion. The parties acknowledge that the primary purpose for providing for architectural control is to ensure the proper and harmonious development of the Subdivision in order to maximize the aesthetic beauty of the Subdivision and its blending with the surrounding area. To this end, Declarant or the Architectural Control Committee, as the case may be, shall be deemed to have broad discretion in terms of determining what dwellings, fences, walls, decks, patios, paved areas, hedges or other structures will enhance the aesthetic beauty and desirability of the Subdivision or otherwise further or be consistent with the purpose of any restrictions. In no event shall either Declarant or the Architectural Control Committee have any liability whatsoever to anyone for their approval or disapproval of plans, drawings, specifications, elevations of the dwellings, fences, walls, decks, patios, paved areas, hedges or other structures subject thereto, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. By way of example, neither Declarant nor the Architectural Control Committee shall have liability to anyone for approval of plans, specifications, structures or the like which are not in conformity with the provisions of this Declaration or for disapproving plans, specifications, structures or the like which arguably are in conformity with the provisions hereof, or for refusing or failing to act, or for abandoning its rights to act, upon plans, specifications, structures or the like.

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ARTICLE IV

HOMEOWNERS ASSOCIATION RIGHTS AND RESPONSIBILITIES

1. There shall be a homeowners association for the Subdivision ("Association") which shall be comprised of property owners (including land contract purchasers) of one or more lots in the Subdivision. The Association shall be organized as a nonprofit corporation for a perpetual term under the laws of the State of Michigan. The Association may also govern property adjacent to the Subdivision and the property owners thereof (including land contract purchasers) at such time as such property is platted and impressed with similar deed restrictions. The Association shall be established when all of the lots in the Subdivision have occupied dwellings on them or at such other time as Declarant may elect. All voting in Association affairs shall be on a one vote per lot basis. In order to pay the cost of carrying out its responsibilities hereunder, the Association may levy fees, dues or assessments on each lot in the Subdivision and each lot in property adjacent to the Subdivision which is governed by the Association, whether or not the lot owner is an active member of the Association, except lots owned by Declarant or by a builder prior to occupancy. In no event shall Declarant or such builder be obligated to pay fees, dues or assessments to the Association. All such fees, dues or assessments shall be charged equally to each lot governed by the Association, and may be enforced through the lien provided for in Paragraph 2 of this Article or by any other lawful means of collecting debts. No fees, dues or assessments on any lot governed by the Association, except for assessments under Article II, Paragraph 18 above, shall exceed in total Two Hundred Dollars (\$200.00) per calendar year unless the amount in excess is voted upon and approved by at least the Association members representing two-thirds (2/3) of the lots governed by the Association which have been sold to and occupied by residential homeowners and provided such amount in excess has also received Declarant's approval in writing; except that assessments up to One Hundred Dollars (\$100.00) per lot per calendar year in addition to all of the fees, dues and assessments provided for herein may be charged to the owner of each lot governed by the Association, including lots owned by Declarant or a builder prior to occupancy, for snow removal from streets by the Association, provided such amount for snow removal has also received Declarant's approval in writing.

2. Any fees, dues or assessments established by the Association, and any amounts or expenses incurred in enforcing these restrictions which are reimbursable under Article V below, shall constitute a lien on the lot of each lot owner responsible for such fees or expenses. Declarant or the Association, as the case may be, may enforce the lien by recording appropriate instruments confirming the existence of the lien and foreclosing the lien by appropriate legal action. In such legal action, a court of competent jurisdiction shall be empowered to order a sale of the lot subject to the lien in order to satisfy the lien. The lien shall be subordinate and junior to the lien of any first mortgage securing a loan for the acquisition or improvement of any lot in the Subdivision. Notwithstanding anything to the contrary contained herein, the sale or transfer of any Subdivision lot shall not affect the lien arising out of the failure to pay any fees, dues or assessments when due. All fees, dues or assessments which shall remain due and unpaid sixty (60) days after the date said charges become due and unpaid shall be subject to interest at the highest legal rate allowable as of the date said charges become due.

3. Any sale or purchase of a lot in the Subdivision shall be subject to such bylaws for the Association as Declarant may hereafter establish, and each lot owner agrees to abide by and observe such bylaws. Until the Association is

1982-121997075

created, Declarant shall the right to modify, amend or supplement the bylaws, and so long as they are reasonable, any such modifications, amendments or supplements shall have retroactive effect to the date immediately preceding the date of this Declaration. When the Association is created, it may amend or modify the bylaws upon the affirmative vote of seventy-five percent (75%) of the lot owners, but such amendment or modification shall not have retroactive effect.

4. The Association shall use the fees, dues or assessments collected for such purposes as the Association shall determine as necessary and advisable, including, but not limited to: Improving and maintaining any property of the Association, including any park areas designated on the plat or acquired by the Association; maintaining and improving entryways of the Subdivision; planting and maintaining trees and shrubbery; collecting and disposing of garbage, ashes and rubbish; snow removal; employing night watchmen; caring for vacant property; removing grass or weeds; establishing and operating any community programs and facilities which in the opinion of the Association benefit the general welfare of the members; expenses incident to the examination of building plans and specifications and the enforcement of these restrictions or any other building restrictions applicable to the Subdivision or for any other purposes for which the Association is incorporated.

ARTICLE V

ENFORCEMENT

1. The provisions hereof shall run with and bind the land within the Subdivision and the land described in Exhibit "A" attached hereto and made a part hereof for a period of twenty (20) years from the date hereof, after which time they shall be extended automatically for successive periods of ten (10) years unless seventy-five percent (75%) of the lot owners in the Subdivision vote to expand, limit or remove any of the restrictions set forth herein. Notwithstanding anything herein to the contrary, the provisions of Paragraphs 26 and 29 of Article II above shall run with and bind the land within the Subdivision in perpetuity and may not be modified, amended or removed. Declarant or the Association shall have the right at any time or times during said periods to proceed at law or in equity against any person violating or attempting to violate any provision contained herein, to prevent or abate such violations, to compel compliance with the terms hereof, to enter upon any land within the Subdivision and correct any condition in and remove any building, structure or improvement erected, installed or maintained in violation of the terms hereof at the lot owner's expense, and to recover damages or other dues for any violation. Any such entry shall not constitute a trespass. Declarant or the Association may recover against a lot owner violating the provisions of this Declaration all reasonable costs incurred by it in enforcing such provisions in any of the foregoing ways, including the cost of removing offending structures and actual attorneys fees and other litigation costs. Further, any lot owner protected by the provisions of this instrument may seek enforcement of the provisions of this instrument against any person who shall violate or attempt to violate such provisions, and such enforcement may be by proceeding at law or in equity either to restrain violations or to recover damages or both.

2. Failure to enforce any provision contained herein in any particular instance shall not be deemed a waiver of the right to do so as to any continuing, subsequent or other violation.

ARTICLE VI

AMENDMENT

Declarant reserves the right by written instrument, signed, acknowledged and recorded with the Oakland County Register of Deeds, to modify, amend, restate, waive or repeal any or all of the provisions herein contained with respect to all or any particular lot within the subdivision owned by Declarant. Once all lots in the subdivision have been sold by Declarant, seventy-five percent (75%) of the lot owners in the subdivision may vote to expand, limit, remove or otherwise amend any or all of the restrictions set forth herein; provided, however, the provisions of Paragraphs 26 and 29 of Article II above may never be modified, amended or removed.

ARTICLE VII

ASSIGNABILITY AND WAIVER

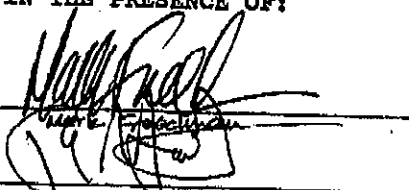
Declarant may at any time or times assign or waive any or all of its rights or powers or its easements under this Declaration by recording a notice of same with the Oakland County Register of Deeds.

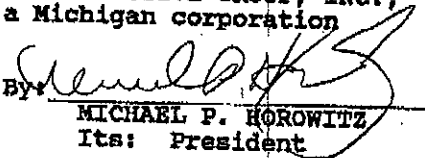
ARTICLE VIII

SEVERABILITY

The voiding or invalidation of any one or more of the covenants, conditions or restrictions, or parts thereof, contained herein, by judgment or court order, shall in no way affect any of the remaining provisions, and all of said restrictions shall remain totally and severally enforceable. All construction shall be in accordance with the Ordinances of the city of Novi and these covenants, conditions and restrictions, and wherever a conflict shall exist, the more restrictive of the two shall apply.

IN WITNESS WHEREOF, Declarant has duly executed this Declaration of Covenants, Conditions and Restrictions on the date first above set forth.

IN THE PRESENCE OF:

Notary Public
Hester

THE SELECTIVE GROUP, INC.,
a Michigan corporation
By: 
MICHAEL P. HOROWITZ
Its: President

STATE OF MICHIGAN)) ss.
COUNTY OF OAKLAND)

On this 1st day of August, 1991, before me, a Notary Public in and for the County and State above written,

LIBER 12199#077

personally appeared MICHAEL P. HOROWITZ, President of THE SELECTIVE GROUP, INC., a Michigan corporation, who executed the foregoing instrument.

Bonnie L. Butler

BONNIE L. BUTLER
Notary Public, Oakland County,
Michigan
My Commission Expires: 12-13-94

EXHIBIT "A" LIBER 121998078

Land in the City of Novi, Oakland County, Michigan, more particularly described as:

Lot 1 through 50 Greenwood Oaks Subdivision No. 1, according to the plat hereof, as recorded in Liber 218, Pages 17, 18, 19 and 20, Oakland County Records.

218017

By 22-02-40-002 Robert Bencal

THIS INSTRUMENT DRAFTED BY
AND WHEN RECORDED RETURN TO:

MICHAEL B. PERLMAN, ESQ.
Mason, Steinhardt, Jacobs & Perlman
Professional Corporation
4000 Town Center, Suite 1500
Southfield, Michigan 48075

during the construction period or during such periods as any dwelling may be used for model or display purposes.

2. No driveway, parking area, building, dwelling, fence, deck, patio, paved area, wall, hedge or other improvement or structure shall be erected, placed or altered on any lot in the Subdivision until the following have been submitted to and approved in writing by Declarant:

(a) A topographic survey showing the existing and proposed grades, the location of all trees in excess of three (3) inches in diameter, the proposed location of each building or structure, the proposed location of the septic (on-site sewage disposal) system and the proposed location of drives and parking areas;

(b) Construction and architectural plans including dimensioned floor plans, typical sections and all elevations;

(c) Specifications setting forth the type and quality of all materials and workmanship to be employed including a detailed finish schedule for all exterior materials, products and finishes, with actual brick, stain and shingle samples;

(d) A landscaping plan showing finished grading, planting, sodding, and lighting; and

(e) A construction schedule.

Refusal of proposed locations, plans, specifications or construction scheduling may be based by Declarant upon any ground whatsoever, including purely aesthetic considerations, which in the sole and uncontrolled discretion of Declarant shall be sufficient. Declarant may take into account the preservation of trees and the natural setting in passing upon plans, specifications and the like. No alterations in the exterior materials or appearance including stain, paint or roofing colors of any building or structure nor any alteration in the landscaping plans may be made without written approval by Declarant. One (1) copy of all plans, specifications and related data shall be furnished to Declarant for his records.

3. No plans for any dwelling will be approved unless the proposed dwelling has the minimum square footage required from time to time by the City of Novi. In addition, the dwelling must have a minimum of the following square footages: For one (1) or one and a half (1-1/2) story dwellings - a minimum livable main floor area of 1,700 square feet; and for dwellings of two (2) stories - a minimum livable floor area of 2,000 square feet. The term "livable floor area" shall exclude garages, patios, decks, open porches, entrance porches, terraces, storage sheds and like areas even if attached to the main dwelling. The term shall include enclosed porches if the roof of the porch forms an integral part of the roofline of the main dwelling. All garages must be side entry and attached or architecturally related to the dwelling. Declarant may waive the side-entry requirement at its sole discretion. No garage shall provide space for less than two automobiles. Carports are specifically prohibited.

4. Old and/or preexisting buildings may not be moved onto any lot in the Subdivision, and no used materials except reclaimed brick may be used in construction.

5. The exterior of all buildings must be brick, stone, wood, vinyl siding or a combination thereof. Visible exteriors of cement, slag, cinderblock, asbestos siding or concrete are prohibited.

Shortened Summary of Declaration of Covenants, Conditions and Restrictions

(Please see "Official" By-laws, Covenant and Restrictions for full details)

The purpose of this article is for the Board of Directors (BOD) (Declarant) to impress the subdivision with covenants and restrictions "in order to insure it's development as a desirable residential area; to prevent any use thereof which might tend to deminish it's value; and to assure the harmony, attractiveness, and utility thereof."

Restrictions (Article II) (Summary)

The subdivision and each lot therein shall be subject to the following restrictions:

1. All lots conveyed to purchasers shall be used for single family residential purposes.
4. Old and/or preexisting building may not be moved onto any lot within the subdivision.
5. Exterior building materials must be brick, stone, wood, vinyl siding, or a combination thereof. Visible exteriors of cement, slag, cinderblock, asbestos siding or concrete are prohibited.
6. No dwelling, building, or other structure shall be placed, erected, altered, or located on any lot nearer to the lot lines than permitted by the City if Novi ordinances.
The BOD has the right (but not the obligation) to permit setbacks less that those above if, in it's (BOD) sole judgment, physical conditions pertaining to the lot justify a variance.
7. All landscaping in the subdivision shall be of an aesthetically pleasing nature, and shall be maintained at all times.
Use of seed for grass is prohibited, and use of hydroseed is prohibited unless approved by BOD in writing.
8. Only domesticated pets allowed. Household pets shall be confined to lots. Pets causing a nuisance or destruction shall be restrained.
9. No fence, deck, patio, paved area, wall or hedge of any kind shall be erected or maintained on any lot without prior written approval of BOD. None of the above mentioned items may be closer to lot lines than permitted by Novi ordinances.
No chain link fences are allowed.
10. No mobile homes, trailers, house or camping trailers, tent, shack, tool storage shed, barn, tree house, or other similar outbuilding shall be allowed on any lot either temporarily or permanent.
11. No trailers, trucks, aircraft, commercial vehicles, house trailers, inoperative vehicles, boats or boat trailers, mobile homes, campers or other recreational vehicles or other vehicles except passenger cars and vans shall be parked or maintained on a lot unless in a suitable private garage. None of the above mentioned may be parked in the street either.

12. It shall be the sole responsibility of each lot owner to take all steps necessary to prevent their home from becoming unsightly, or unkept to a point that decreases the beauty of the subdivision. No lawn ornaments, sculptures or statues shall be placed or permitted to stay without prior written approval of the BOD.
13. No noxious or offensive activity shall be carried on at any lot that may cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood.
14. No above ground pools are allowed.
17. The BOD has the right, after reasonable written notice, to go onto any lot to clean it up. Any/all costs related to the cleanup may be passed onto the lot owner.
18. BOD has the right to enforce collection of any and all expenses.
19. No laundry shall be hung for drying that is visible from any street in the subdivision.
20. The grade of any lot within the subdivision may not be changed without written consent of the BOD.
21. No "through the wall", or "through the window" air conditioners are allowed.
22. Air conditioning units shall be in the rear yard. A variance to allow an air conditioning units to be placed on the side of the house requires approval of your neighbor, landscape screening, and written approval of the BOD.
23. A basketball net may be on the garage, or if free standing, shall not be located where it is closer to the street than a line running parallel to the street, extending perpendicular from the midpoint of the garage to the nearest boundary line of the lot.
25. No use of BB guns, firearms, air rifles, pellet guns, bows and arrows, sling shots, or other weapons are permitted within the subdivision.
27. Each lot owner in the subdivision shall install, maintain, repair, and replace, at their own expense, electrical service conductors and telephone facilities from the public easement to the home. Each lot owner is solely responsible for injury to persons or property occurring during installation and servicing of these services.
28. No shrubs or foliage is permitted on any lot within 5 feet of an electrical transformer enclosure or secondary connection pedestal.
30. No dwelling, improvement, or structure may be constructed or maintained on any easement (except sod). Any lot line plantings or improvement over or on the easements shall only be allowed with prior written approval of the BOD.
33. No commercial signs, except "For Sale" of normal size, use, shape, and construction, may be erected and maintained on any lot without prior written approval of the BOD, or if required by legal proceeding. If granted, the BOD can restrict size, color, contents of sign. All property identification, signs, mailboxes, etc. shall be of standard style, size and color as determined by the BOD and can only be placed in areas designated by the BOD.

35. No outside TV antennas, other antennas, saucer, or similar device may be put up unless the BOD determines, in its sole discretion, that the lack of creates a substantial hardship of that particular lot.
37. No stockpiling and storage of building and/or landscape materials, equipment, and/or firewood shall be permitted on any lot except if such materials and/or equipment will be used within a reasonable time. In no event shall the storage of landscape materials extend for more than (30) days.
38. No substantially similar front elevations in color or style can be duplicated on any lot within 300 feet, unless approved in writing by the BOD.
39. The design, construction, type of materials and color used for the subdivision entranceways may not be altered without written approval of the BOD. All costs included in the maintenance, repair, replacement, and improvements of the above mentioned areas is the sole responsibility of the homeowners or the homeowners Association.
Subdivision improvements shall be maintained in such a manner as to ensure and promote the attractiveness and pleasurable enjoyment of the subdivision.
40. It is the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept conditions on their lot which would tend to substantially decrease the beauty of the subdivision.
42. No fencing of any type is allowed on a lot unless there is an in-ground pool. In no instances will chain link fences be allowed. The type, style, and location of a fence must be approved by the BOD in writing. The BOD reserves the right to refuse any request for a fence.
43. No lots shall be used or maintained as a dumping ground for rubbish or debris of any kind. Trash and other forms of waste can only be stored in closed sanitary containers, properly concealed from public view.
44. It is specifically acknowledged that should the BOD or its assignees fail, refuse to exercise or abandon its rights, to any of the (43) matters listed above, the BOD shall have no responsibilities, duties, liabilities, or obligations, express or implied, of any kind on nature whatsoever.

Lastly, it should be mentioned that any plans for exterior improvements to your lot including landscaping, home additions, exterior paint color changes, pools, etc. must be submitted to the BOD for approval prior to starting any project. The City of Novi will require an approval from the Greenwood Oaks Homeowner's Association to process a permit requested.

April 24, 1999

To: Greenwood Oaks Homeowners Association Members
From: Bruce Miller President, Greenwood Oaks Homeowners Association
Subject: Greenwood Oaks Homeowners Association Covenants, Restrictions, and By-laws

Dear Neighbors,

As the newly elected Board of Directors begin meetings to address the issues and concerns related to Greenwood Oaks, one topic we'd like to address are the covenants and restrictions that apply to all homeowner's within our subdivision. For those who are original owners, we'd hope this serves as a reminder of the responsibilities and obligations you signed up to upon purchase of your home. For those who have purchased their homes from previous owners, it's our intention to ensure you are familiar with the rules and regulations that govern our subdivision.

The intent of the By-laws, Covenants and Restrictions are to protect the health and safety of our residents, provide all homeowners the opportunity to maintain and hopefully increase their property value, and lastly to provide a peaceful and beautiful residential area we all can be proud of. Greenwood Oaks remains as one of the premiere subdivisions within Novi. It's location, ½ acre lots, and beautiful homes clearly set it apart. It's ALL our responsibility to keep it that way.

Attached to this letter is a "original" copy of both the By-laws, and Covenant and Restrictions. Also attached is a "Shortened Summary" of the Covenants and Restrictions that, to a limited basis, outlines the major items. Please take the time to familiarize or re-familiarize yourself with this information.

It is certainly our hope that upon reading this information and becoming better informed, those homeowners who have issues regarding their residence, and are not in compliance with the Covenants and Restrictions, will act quickly to resolve those issues. For those who don't, the Board of Directors will be contacting you to request your support for resolution and compliance.

To be perfectly clear, the intent of this letter is in no way, shape, or form directed to any individual resident of Greenwood Oaks, or addressing any individual issue. Rather, the intent of this letter is to serve as a "gentle" reminder that the only way to ensure the objective of the Covenants and Restrictions identified above are met is if we all work together to protect both our individual and neighbors property rights.

Thank you for your assistance in this matter, and I look forward to working with all of you to make Greenwood Oaks a residential area we all can be proud of. Please feel free to contact me personally with any questions or concerns you may have at any time (380-3078), and thank you for your attention and assistance in this matter.

Sincerely,

Bruce Miller

President - Greenwood Oaks Homeowners Association