

Plat. Restrictions  
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LIBER 106767348

Homes *covenant*

10-8-88

"BRIARWOOD OF NOVI" 204004 LIBER 204  
Pt of SW/4 Sec 21, T1N, R8E, City of Novi, Oakland County, MI PAGES 4,5,6,7 & 8  
Sidwell No. 22-21-300-001  
Briarwood of Novi Partners, a MI Co-Ptrshp etal  
Reception No. 177397 \$10.00 Pd  
73 Lots No 1-73 Inc. & 2 Parks

RECORDED: RESTRICTIONS  
Mon 14 November 1988 @ 1632 Hours L-10676  
P 349  
359

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

LIBER 204  
PAGES 4,5,6,7&8

Homes only

Doc #2  
Legal filed  
Homes only

(1)

"BRIARWOOD OF NOVI"  
TYPE PLEASE NOTE - THIS SCALE CORRESPONDS TO TYPEWRITER (GIC) SCALE. PRINT ALL TYPES AT SAME POINT ON SCALE. FOLD BACK OR REMOVE OVER AFTER PRINTING.  
CAT NO 1-0729 KARDINDEXER PRINTED IN U.S.A.

*Gene & Bess*

*From*

LIBER 10676 PC 349

68177398

*Association copy*

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

DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS

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

WITNESSETH:

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

SEE ATTACHED EXHIBIT A

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

ARTICLE I  
DEFINITIONS

RW36 REG/DEEDS PAID  
0001 NOV.14'88 04:32PM  
3797 MISC 25.00

Section 1. "Owner" shall mean and refer to the record  
Owner, whether one or more persons or entities, of a fee  
simple title to any Lot which is a part of the Properties,  
including contract sellers but excluding those having such  
interest merely as security for the performance of an  
obligation.

*25<sup>th</sup>*

*22-21-300-001 - see last page*

*OK*

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Section 2. "Properties" shall mean and refer to that certain real Property hereinbefore described in Exhibit A, commonly known as Briarwood of Novi Subdivision.

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

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

#### ARTICLE II

##### GENERAL DESCRIPTIONS

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

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

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

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by the appropriate public body of the City of Novi.

Further, no satellite antennae (Dish) shall be erected or maintained on the dwelling unit or Lot.

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

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

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

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speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes) shall be located, used, or placed on any such Lot or Property.

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

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

(6) inches in length.

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

(i) No Hazardous Activities: No activities shall be conducted on any Lot or Property and no improvements shall be constructed on any Lot or Property which are or might be unsafe or hazardous to any person or Property.

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(j) **Vehicle Storage and Repair:** No house trailer, camping trailer, hauling trailer, running gear or boat or accessories thereto, truck or pickup or van or camper van shall be parked, stored, repaired, or maintained on any Lot except within a private garage. This restriction shall not apply to commercial or other vehicles making business or service calls or deliveries to the residents or Owners of Lots or to contractors within the Properties.

(k) **Easements:** Easements for construction, installation, modification, and maintenance of public utilities, surface drainage facilities, and sanitary sewer, storm sewer, and water main facilities are reserved as shown on the plat and/or as may otherwise appear of record as set forth herein. No structure, planting, or other materials or obstacle shall be placed or permitted to remain within the area reserved herein for such easements which may damage or interfere in any way with the installation and maintenance of such service facilities and utilities including without limitation facilities for underground electrical and telephone distribution systems which may affect, change, obstruct, or retard the flow or direction of

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water in and through drainage channels in such easements; or which may change, obstruct, or retard the flow of surface water or would be detrimental to the Property of others and/or change or affect the finished grade of any Lot once established by Developer. The easement area contained in each Lot and all improvements therein shall be maintained in presentable condition continuously by the Lot Owner, other than as to utilities for which a public authority or utility company shall be responsible. Drainage ditches now located or hereafter constructed in the subdivision shall not be drained, filled, altered, changed, dammed, or widened without the express written consent of Declarant and shall be in conformity with governing municipality or the City of Novi.

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

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

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the rear or interior of the Lot.

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

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

ARTICLE III

Enforcement

GENERAL PROVISIONS

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

Law  
Dict

Section 2. **Severability:** Invalidation of any one (1) of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.



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

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

Section 5: Membership in Association: Each Owner of a Lot, by acceptance of a deed or execution of a land contract therefor, whether or not it shall be so expressed in such deed or land contract, shall be a member of a non-profit association created pursuant to the below-described Residential Unit Development Agreement. Each Owner of a Lot, by acceptance of a deed or execution of a land contract therefor, whether or not it shall be so expressed in such deed or land contract, is deemed to covenant and agree to pay to the association annual general assessments and special assessments. The assessments shall be a continuing

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lien upon each such Lot and may be foreclosed upon by the Association. All lots within the Briarwood of Novi Subdivision are bound by and are subject to the conditions and obligations contained in a Residential Unit Development Agreement dated June 29, 1981, as amended September 16, 1987, recorded in Liber 8046, Pages 261-268 and Liber 10143, Pages 705-715, Oakland County Records.

*Rud  
June 87*

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

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

BRIARWOOD OF NOVI PARTNERS,  
a Michigan Partnership

*Mark Kleiman*  
MARK KLEIMAN  
*LeLvo R. Walter*  
LeLvo R. WALTER

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

GREEN ORCHARD HOLDING AGENCY,  
a Michigan Partnership

*Mark Kleiman*  
MARK KLEIMAN  
*Robert M. Rosin*  
ROBERT M. ROSIN

By: *Max Sheldon*  
Max Sheldon, Partner

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STATE OF MICHIGAN) .  
 ) SS  
COUNTY OF OAKLAND)

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

Carol J. Stephens

Notary Public  
Oakland County, Michigan  
My Commission Expires:

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

STATE OF MICHIGAN)  
 ) SS  
COUNTY OF OAKLAND)

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

Carol J. Stephens

Notary Public  
Oakland County, Michigan  
My Commission Expires:

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

DRAFTED BY  
When recorded, return to:  
Mark Kleiman  
BRIARWOOD OF NOVI PARTNERS  
28250 Franklin Road  
Southfield, MI 48034  
(313) 353-9650

**"EXHIBIT A"**

A part of the Southwest 1/4 of Section 21, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as commencing at the West 1/4 corner of said Section 21; thence South  $02^{\circ}26'38''$  East, 260.00 feet, along the West line of said Section 21 and the centerline of Beck Road, to the point of beginning; thence North  $87^{\circ}33'22''$  East, 78.80 feet; thence 164.05 feet along a curve to the right, said curve having a radius of 529.65 feet, a central angle of  $17^{\circ}44'48''$ , and a chord bearing and distance of South  $83^{\circ}34'15''$  East, 163.40 feet; thence 432.96 feet along a curve to the left, said curve having a radius of 990.00 feet, a central angle of  $25^{\circ}03'27''$ , and a chord bearing and distance of South  $87^{\circ}13'33''$  East, 429.52 feet; thence North  $80^{\circ}14'44''$  East, 333.33 feet; thence North  $09^{\circ}45'16''$  West, 125.00 feet; thence North  $80^{\circ}14'44''$  East, 491.67 feet; thence South  $02^{\circ}45'16''$  East, 2550.53 feet, to the South line of said Section 21 and the centerline of Ten Mile Road; thence South  $87^{\circ}48'04''$  West, 486.14 feet, along the South line of said Section 21 and the centerline of Ten Mile Road; thence North  $02^{\circ}45'16''$  West, 208.51 feet; thence 134.70 feet along a curve to the right, said curve having a radius of 70.00 feet, a central angle of  $110^{\circ}15'16''$ , and a chord bearing and distance of North  $02^{\circ}07'06''$  East, 114.86 feet; thence North  $44^{\circ}19'57''$  East, 218.19 feet; thence North  $01^{\circ}46'53''$  West, 85.00 feet; thence North  $28^{\circ}22'13''$  West, 81.37 feet; thence North  $47^{\circ}41'50''$  West, 76.80 feet; thence North  $50^{\circ}40'51''$  West, 180.00 feet; thence North  $33^{\circ}40'02''$  West, 108.29 feet; thence North  $12^{\circ}29'38''$  West, 187.02 feet; thence North  $11^{\circ}16'00''$  West, 101.28 feet; thence North  $87^{\circ}50'28''$  East, 110.00 feet; thence North  $16^{\circ}45'16''$  West, 24.65 feet; thence 126.60 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of  $27^{\circ}53'53''$ , and a chord bearing and distance of North  $02^{\circ}48'19''$  West, 125.35 feet; thence North  $76^{\circ}17'54''$  West, 110.54 feet; thence North  $05^{\circ}46'35''$  East, 151.80 feet; thence North  $02^{\circ}45'16''$  West, 170.29 feet; thence North  $06^{\circ}00'00''$  East, 87.43 feet; thence North  $83^{\circ}00'00''$  East, 112.00 feet; thence North  $02^{\circ}45'16''$  West, 292.46 feet; thence 102.10 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of  $22^{\circ}30'00''$ , and a chord bearing and distance of North  $08^{\circ}29'44''$  East, 101.45 feet; thence 109.15 feet along a curve to the left, said curve having a radius of 212.00 feet, a central angle of  $29^{\circ}30'00''$ , and a chord bearing and distance of North  $04^{\circ}59'44''$  East, 107.95 feet; thence North  $09^{\circ}45'16''$  West, 26.93 feet; thence South  $80^{\circ}14'44''$  West, 334.87 feet; thence 317.56 feet along a curve to the right, said curve having a radius of 1050.00 feet, a central angle of  $17^{\circ}19'42''$ , and a chord bearing and distance of South  $88^{\circ}54'35''$  West, 316.35 feet; thence North  $82^{\circ}25'34''$  West, 65.25 feet; thence 217.41 feet along a curve to the left, said curve having a radius of 1243.43 feet, a central angle of  $10^{\circ}01'04''$ , and a chord bearing and distance of North  $87^{\circ}26'06''$  West, 217.13 feet; thence South  $87^{\circ}33'22''$  West, 78.80 feet, to the West line of said Section 21 and the centerline of Beck Road; thence North  $02^{\circ}26'38''$  West, 86.00 feet, along the West line of said Section 21 and the centerline of Beck Road, to the point of beginning. All of the above containing 31.128 acres.