

## OF COVENANTS, CONDITIONS AND RESTRICTIONS

LIBER 7797 PAGE 342

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THIS DECLARATION, made on the date hereinafter set forth by Pulte Homes  
 of Michigan Corporation, hereinafter referred to as  
 "Declarant".

## WITNESSETH:

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

(See attached legal description Exhibit A)

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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 real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE I

## DEFINITIONS

Section 1. "Association" shall mean and refer to Lexington Green  
Homeowners Association, its successors and assigns.

Section 2. "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.

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Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Galway Permanent Easement for storm drainage and retention and

Greendale Permanent Easement for storm drainage and retention

(See attached legal description - Exhibit B)

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to PULTE HOMES OF MICHIGAN CORPORATION, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. 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. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one 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 determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership 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, or
- (b) on December 31, 1984.

### ARTICLE IV

#### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, 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.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area. Notwithstanding anything contained in this article to the contrary, in the event the Association fails or refuses to provide the necessary repairs, maintenance, operation, management and improvement of the retention ponds and/or other Common Areas, then and in such event the City of Novi, a Michigan municipal corporation, shall have the right to assess all costs for the same under and pursuant to this Declaration and each Owner of such Lot consents to such assessment and agrees that such assessment shall be payable on demand to the City of Novi. In addition to other methods of collection, the City of Novi shall 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 to an Owner, the maximum annual assessment shall be Fifty and no/100 dollars (\$50.00) 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 5% 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 5% 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, 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. Notice and Quorum for Any Action Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the present of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. 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 affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in

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Amendment

lien thereof, shall extinguish the lien of such assessments as to payments which become 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.

ARTICLE V

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ARCHITECTURAL CONTROL

The Association shall appoint an Architectural Control Committee. The Architectural Control Committee will then abide by the following Architectural Committee rules when acting on behalf of the Association in recommending approval or rejection.

The Architectural Control Committee shall consist of three (3) members to be appointed by the Board of Directors with terms to run the same as prescribed for directors in Article IV, Section 2, of the By-Laws of The Homeowners Association. One member of the Architectural Control Committee shall be appointed for every three members elected to the Board of Directors. It shall be the duty of the Architectural Control Committee to abide by and uphold the rules set forth in this Article of the Declaration of Covenants, Conditions and Restrictions when acting on behalf of the Association in matters covered. In the event the Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

1. No building or other structure including swimming pools, shall be commenced, erected or maintained, nor shall any addition to or change or alteration to any structure be made except interior alterations, until the plan and specifications prepared by a competent architect showing the nature, kind, shape, height, materials, color scheme, location on lots and approximate cost of such structure and the grading plan of the lot to be built upon shall have been submitted to and approved in writing by the Association and a copy of said plans and specifications as finally approved, lodged permanently with said Association.
2. No fence, garden wall, patio screen, dog run, pool enclosure, or other similar devices and/or structures shall be permitted until the plans and specifications thereof shall prior to start of construction, first have been submitted in writing to the Association and approved by the Association, provided, however, that in approving any of the plans and specifications of the herein above-mentioned devices and/or structures the Association may require suitable screening with adequate shrubs, landscape materials or other modifications. In approving any of the above mentioned devices, in this Paragraph 2 the Association shall take into consideration the factors stated in the following paragraph.

A dog run may be approved subject to all the above provided that said dog run is attached to the rear of the main structure, does not extend beyond the side yard building lines of the main structure, and does not exceed 54 inches in height. Patio screens may be approved subject to all of the above provided that said patio screen is attached to the rear of the main structure, does not exceed 6 feet in height, 16 feet in depth and 32 feet width.

In any event, no fence shall be permitted in the front yard or in either side yard except an ornamental fence not exceeding 3 feet in height. The front and side yards shall include all of the areas from the front lot line back to the rear corner or the building closest to each side lot line. Rear yard enclosures on lots adjoining open space or the Commons Area shall not be permitted. The Declarant hereby expressly states its intention to maintain the open character of this residential area, and further expressly states its intention to discourage yard enclosures. A fence will be permitted to be erected around any privately owned swimming pool as a safety precaution in accordance with ordinances regulating the construction and use of swimming pools.

Swimming pools are considered structures as defined under Paragraph 1 hereof. Only "in-grounds" pools will be approved in the Subdivision. Nonportable, above-ground swimming pools will not be permitted. "Above-ground" pool is defined as being a swimming pool which projects "18" or more above grade on any side. Therefore, the following will apply: For aesthetic and safety reasons, no above-ground swimming pools will be allowed in the subdivision. However, children's pools that comply to the following requirements will be considered wading pools and not above-ground pools: Any pool having a retaining wall no higher than 18" from ground level to the top edge of the retainer, covering no more than 125 square feet of ground surface, being a type that can be readily emptied, not requiring filtering equipment, and being in use only during the period from May 1st through October 1st.

3. The Association shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable in its sole opinion for aesthetic or other reasons; and in so passing upon such plans, specification and grading, it shall have the right to take into consideration the suitability of the proposed building or other structure to be built on the site upon which it is proposed to erect the same. It is understood and agreed that the purpose of this paragraph is to cause the platted lands to develop into a beautiful aesthetic, private residential area, and if a disagreement on the points set forth in this paragraph should arise, the decision of the Association shall control and be binding on all parties.
4. In the event that the Association shall have failed to approve or disapprove such plans and location within 10 days after the same shall have been delivered to the Association, however, then such approval will not be required provided the plans and location on the lots conform to these restrictions and any zoning law applicable thereto.
5. In any case, with or without the approval of the Association, no dwelling shall be permitted on any lot in the Subdivision unless it complies with the existing ordinance as to square footage, heights, size, etc.
6. No building on any of said lots shall be erected that is not in full conformance with the set back requirements of the Zoning Ordinance.

## ARTICLE VI

### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, 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 by the Association or by 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 2. Severability. Invalidation of any one 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. ~~7797~~ PAGE 349

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 percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members and PPA approval.

Additional land within the area described as:

(See attached legal description Exhibit C)

may be annexed by the Declarant without the consent of members until December 31, 1984, or until Declarant loses voting control of the Association, whichever shall first occur, provided that the FHA/VA determines that the annexation is in accord with the general plan heretofore approved by it.

Should the Declarant develop or subdivide additional land within the area described above and subject such new development or subdivision to restrictions substantially in the form herein before imposed upon the existing Subdivision, including requirements for the payment of maintenance charges and the requirement for mandatory membership in the Homeowner's Association, said land may be incorporated with the Subdivision in one development for the purpose of the interpretation and enforcement of these restrictions, at the option of the Declarant. Should the Declarant elect to exercise this option, it shall so provide in the Declaration of Restrictions applicable to said new development subdivision. In such event, these restrictions and those applicable to the new development or subdivision shall be considered to be reciprocal negative easements thus making the restrictions applicable herein enforceable by property owners in the new land and restrictions applicable to said new land enforceable by property owners of the original Subdivision.

Section 5. FHA/VA Approval. As long as there is a Class E membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 1. The following restrictions are hereby placed on all lots.

- (a) Antenna. No exterior antenna shall be erected or maintained on any lot or improvement thereon in the Subdivision, except that each lot owner shall be entitled to erect one television antenna on the exterior of his residence for the sole use of the Lot Owner and his family.
- (b) Insurance Rates. Nothing shall be done or kept in the Subdivision which will increase the rate of insurance of any Association Property without the approval of the Board, nor shall anything be done or kept which would result in the cancellation of insurance on any Association Property or which would be in violation of any law. The aforementioned shall include but not be limited to unsafe storage of flammable materials, storage or personal property in open space areas, and any unlawful activities on any Association property.
- (c) Lot Divisions. No lot in said subdivision 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.
- (d) Sigms. No sign of any kind shall be displayed to the public view without the approval of the Architectural Committee, except such signs as may be used by Declarant in connection with the development of the Subdivision and for the sale of residences and lots and except such signs of customary and reasonable dimensions as set forth by the Committee as may be displayed on or from a residence advertising the residence for sale or lease. All signs, except such signs as may be used by Declarant, shall be placed on the exterior of the residence parallel to the exterior wall. Any "For Sale" or "For Lease" signs not more than three (3) feet by two (2) feet, plain white with black block letters, shall not require committee approval.
- (e) 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, provided however, that the Association (or the Architectural Committee or such other person or entity as the Association may from time to time designate) may determine that a Reasonable Number in any instance may be more or less.
- (f) Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any property within the Subdivision, and no odors shall be permitted to arise therefrom so as to render any such property or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property in the vicinity thereof or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior 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 property without the prior written approval of the Board of Directors of the Homeowner's Association.
- (g) Exterior Maintenance and Repair. No improvement upon any property within the Subdivision shall be permitted to fall into disrepair, and each improvement shall at all times be kept in good condition and repair. All other maintenance, repair and upkeep shall be the responsibility of the Owner of the Property in need thereof.
- (h) Appearance of Lot. No garbage or trash containers may be placed in the front of the 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.
- (i) Utilities. All utilities including electric, telephone and television cable lines shall be underground.
- (j) Site Maintenance. The area between the right of way line of the street and edge of the curb including the sidewalks, shall be maintained by the abutting property Owner. (Except along the Mile Roads, and then this area shall be maintained by the Association.)

- (k) Drainage. There shall be no interference with the established drainage pattern over any property within the Subdivision unless adequate provision is made for proper drainage and is approved by the Architectural Committee. For the purposes hereof, "Established Drainage" is defined as the drainage which exists at the time the overall grading of any Association Property is completed or which is shown on any plans approved by the Architectural Committee.
- (l) No Hazardous Activities. No activities shall be conducted on any Property and no improvements constructed on any property which are or might be unsafe or hazardous to any person or property.
- (m) Separate Structures. Any structure erected on the premises other than the dwelling house, shall conform architecturally to the dwelling house and the plans shall be submitted to the Architectural Committee for approval.
- (n) Improvements and Alterations. There shall be no excavation or construction or alteration which in any way alters the exterior appearance of any Improvements, nor removal of any improvement without the prior approval of the Architectural Committee.
- (o) Residential Use; Rentals. No residence shall be used for any purposes other than single-family residential purposes. Declaration shall not prevent the rental of property within a Residential Area by the Owner thereof for residential purposes subject to all the provisions of the Subdivision Restrictions.
- (p) 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 vehicle making business or service calls or deliveries to the residents or Owners of lots or to the Association or to Contractors within the properties.
- (q) Exemption of Declarant. Nothing in the Subdivision Restrictions shall limit the right of Declarant to complete excavation, grading, and construction of Improvements to any property within the Subdivision owned by Declarant, or to alter the foregoing or to construct such additional improvements as Declarant deems advisable in the course of development of the Subdivision so long as any lot remains unsold, or to use any structure in the Subdivision as a model home or real estate sales or leasing office. Declarant need not seek or obtain Architectural Committee approval of any Improvement constructed or placed by Declarant on any property in the Subdivision owned by Declarant so long as the improvement constructed or placed by Declarant does not substantially deviate from the general architectural scheme. The rights of Declarant hereunder and elsewhere in these restrictions may be assigned by Declarant.

## Section 2. Easements

- (a) Reciprocal Easements. The Declarant hereby reserves for itself so long as it shall own one or more Lots, and for the Association, without limitation, their successors and assigns, a right of way and easement for maintenance and repair of all Common Area Improvements, and the installation, inspection and replacement of utility lines, including but not limited to, water lines, sewer lines, gas lines, telephone lines, television cable antenna lines and such other utility lines and incidental equipment thereon, over, under and across the Common Area and that portion of any Lot situated between and Lot improvement and the street adjacent thereto. Declarant or Association shall, except in cases of emergency, furnish to all affected Owners twenty-four (24) hours notice before exercising the rights granted by this Article. Perpetual reciprocal easements for the aforementioned purposes shall exist both for the benefit and burden of all of the Owners.

- (b) Easements for Encroachments. If any portion of a Lot improvement encroaches upon the Common Area, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist provided such encroachments do not exceed one foot within the boundaries of the Common Area and such encroachments do not touch any buildings or interfere with the use or enjoyment of any building or improvement on the Common Area. If any portion of the Common Area encroaches upon a Lot a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Area or the Lot.
- (c) Reservation of Easements. Declarant reserves for itself and the purchasers of the existing and additional Subdivision property the use of the easements set forth in this Article which are intended to and shall be for the benefit of all Owners, and no reference thereto need be made in any Deed, instrument of conveyance or any other instrument.
- (d) Easement for Utilities. The Declarant hereby grants a right of way and easement for utility purposes including, but not limited to, water lines, sewer lines, gas lines, telephone lines, television cable antenna lines and such other utility lines and incidental equipment over, under and across the Common Area. Such utility easements and rights of way shall be binding upon the Declarant and the Association and their respective successors and assigns.
- (e) Easement for Additional Common Area.

(i) Declarant expressly reserves the right to enlarge this project in accordance with the provisions of Article VI, Section 4. Such addition (s) to this project shall be expressed in and by a duly recorded supplement to this Declaration and supplemental subdivision map, as may be required.

(ii) Each Owner of a Lot subject to this Declaration shall have a non-exclusive easement in common with all other Owners in the project for the use of all of the Common Area.

- (f) Easement for Entrance Markers. The Declarant and Association reserve the right to construct, maintain, and/or replace entrance markers within the following described area:

The northerly 25 feet of the easterly 25 feet of Lot 31, the northerly 25 feet of the easterly 25 feet of Lot 1, and the southerly 25 feet of the easterly 25 feet of Lot 39.

## ARTICLE VIII

### VOTING LIMITATIONS

(a) Suspension of Voting Rights. If any Owner, his family, or any licensee, lessee or invitee violates the Subdivision Rules once adopted by the Board after Notice and Hearing, the Board may suspend the right of such person to vote his membership interest, under such conditions as the Board may specify, for a period not to exceed thirty (30) days for each violation. Before invoking any such suspension of voting rights, the Board shall give such person Notice and Hearing.

(b) Additional Voting Requirements. Prior to the completion of the Subdivision Development any reduction in the amount of regular annual assessments (exclusive of special assessments, if any) levied in any year upon the owner of each lot in the subdivision under fifty dollars (\$50.00) per owner, shall require the consent of Declarant in addition to any other vote, consent, or approval required.

Section 1. Association Duties. The Association shall have the obligation, subject to and in accordance with the Subdivision Restrictions, to perform each of the following duties for the benefit of the Owners of each lot within the Subdivision.

(a) Association Property. To accept and exercise jurisdiction over all property, real and personal, conveyed free and clear of all liens and encumbrances to the Association by Declarant, including (1) Common Areas, (2) easements for operation and maintenance purposes over any common areas, and (3) easements for the benefit of Association Members within the Common Areas.

(b) Title to Property Upon Dissolution. To convey, upon dissolution of the Association, the assets of the Association to an appropriate public agency or agencies to be used for purposes similar to those for which the Association was created, or to a non-profit corporation, association, trust or other organization organized and operated for such similar purposes.

(c) Operation of Common Areas. To operate and maintain, or provide for the operation and maintenance of all Common Areas designated by Declarant on the subdivision map or in which it owns easements either for operation and maintenance purposes or for the benefit of Association members; and to keep all improvements of whatever purpose from time to time located thereon in good order and repair.

(d) Payment of Taxes. To pay all real property taxes and Assessments levied upon any property conveyed, leased or otherwise transferred to the Association, to the extent not assessed to the owners thereof. Such taxes and Assessments may be contested or compromised by the Association; provided, however, that they are paid or a bond insuring the payment is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes.

(e) Insurance. To obtain and maintain in force at all times the following policies of insurance:

(1) Fire and extended coverage insurance on all improvements owned by the Association, the amount of such insurance to be not less than eighty (80%) percent of the aggregate full insurable value, bearing actual replacement value exclusive of the cost of excavations, foundations and footings.

(2) Bodily injury liability insurance, with limits of not less than ONE HUNDRED THOUSAND and no/100 (\$100,000.00) DOLLARS per person and THREE HUNDRED THOUSAND and no/100 (\$300,000.00) DOLLARS per occurrence, and property damage liability insurance with a deductible of not more than ONE THOUSAND FIVE HUNDRED and no/100 (\$1,500.00) DOLLARS and a limit of not less than FIFTY THOUSAND and no/100 (\$50,000.00) DOLLARS per occurrence, insuring against liability for bodily

injury, death and property damage arising from the activities of the Association or with respect to property under its jurisdiction, including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured.

(3) Workmen's compensation insurance to the extent necessary to comply with any applicable laws.

(4) A fidelity bond in the penal amount of FIFTEEN THOUSAND and no/100 (\$15,000.00) DOLLARS or more, naming the Members of the Board and the Manager, and such other Persons as may be designated by the Board, as principals and the Association as obligee.

The liability insurance referred to above shall name as separately protected insureds, the Association, the Board, the Architectural Committee, and their representatives, Members and Employees, with respect to any liability arising out of the maintenance or use of any Association Property. Every policy of insurance obtained by the Association shall contain an express waiver, if available, of any and all rights of subrogation against the Board, the Architectural Committee, and their representatives, Members and employees.

(f) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association Properties, enforcement of the Subdivision Restrictions, or in performing any of the other duties or rights of the Association.

(g) Association Property Services. To pay for water, sewer, garbage, electrical, telephone, gas, maintenance, and gardening service, and other necessary utility or other services for the Association Properties.

(h) Recreational Facilities. To maintain and repair, to the extent deemed advisable by the Board, recreational facilities and all improvements relating to such facilities.

(i) Contracts. Neither Declarant nor any agent of Declarant shall enter into any contract which would bind the Association or the Board thereto for a period in excess of one (1) year, unless reasonable cancellation provisions are included in such contract.

(j) Rule Making. To make, establish, promulgate, amend and repeal the Subdivision rules.

(k) Enforcement of Restrictions and Rules. To perform such other acts, whether or not expressly authorized by the Subdivision. Restrictions, as may be reasonably necessary to enforce any of the provisions of the Subdivision Restrictions and the Architectural Committee Rules.

(1) Open Space. The purpose of the assessments levied by the Association shall be for the repair, maintenance, operation, management and improvement of the park, retention ponds and other Common Areas, including but not limited to the payment of all taxes and insurance thereon, the repair and replacement thereof, the operation thereof, additions thereto and improvements thereon, and for the cost of labor, equipment, materials, management and supervision for and in connection thereof and of the Association. Notwithstanding anything contained herein to the contrary, in the event the Association fails or refuses to provide the necessary repairs, maintenance, operation management and improvement of the retention ponds and/or other Common Areas, then and in such event the City of Novi, a Michigan municipal corporation, shall have the right to assess all costs for the same under and pursuant to this Declaration and each Owner of such Lot consents to such assessment and agrees that such assessment shall be payable on demand to the City of Novi. In addition to other methods of collection, the City of Novi shall have the right to place such assessment on the City tax rolls of the assessed property.

Section 2. Rules. The Board may adopt such rules as it deems proper for the use and occupancy of the Association Property. A copy of said rules, as they may from time to time be adopted, amended or repealed, must be mailed or otherwise delivered to each Owner, and may, but need not be, recorded. Upon such mailing delivery or recordation, said rules shall have the same force and effect as if they were set forth in and were a part of the Subdivision Restrictions. In addition, as to any Owner having actual knowledge of any given rules, such rules shall have the same full force and effect and may be enforced against such Owner.

Section 3. Liability of Board Members and Manager. Neither any Member of the Board nor the manager shall be personally liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, or the Architectural Committee, provided that such Board Member, or the Manager has, upon the basis of such information as may be possessed by him, acted in a reasonable and prudent manner. Nothing contained herein shall be construed to limit the liability of the Association.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 19<sup>th</sup> day of May, 1980.

Kathlyn J. Bessonon  
Kathlyn J. Bessonon

Julie A. Kezelian  
Julie A. Kezelian

PULTE HOMES OF MICHIGAN CORPORATION  
Declarant  
By: Ronald G. Smith  
Ronald G. Smith, PRESIDENT

STATE OF MICHIGAN ) ss.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of  
May, 1980, by Ronald G. Smith, President of PULTE HOMES OF  
MICHIGAN CORPORATION, a Michigan corporation, on behalf of the said corporation.

My commission expires: 11-27-83

KATHLYN J. BESSONEN  
Notary Public, Oakland County, Mich.  
My Commission Expires Nov. 27, 1983

*Kathlyn J. Beesonan*  
Kathlyn J. Beesonan Notary Public  
Oakland County, Michigan

DRAFTED BY:

Thomas M. Pulte  
6400 Farmington Road  
West Bloomfield, Michigan 48033

RETURN TO:

Pulte Homes of Michigan Corporation  
6400 Farmington Road  
West Bloomfield, Michigan 48033

1/4 of Sec. 33, T.1N., R.8E., City of Novi, Oakland County, Michigan, part of the N. E. the Point of Beginning being the E. 1/4 corner of said Sec. 33, thence along the E. & W. 1/4 line of said Sec. 33 and in partial along the North line of "Lexington Commons North" subdivision (Liber 131, page 14, Oakland County Records), N.  $89^{\circ}08'20''W.$ , 1393.02 feet; thence N. $68^{\circ}34'06''E.$ , 154.92 feet; thence N. $58^{\circ}40'58''E.$ , 258.39 feet; thence N.  $87^{\circ}10'23''E.$ , 132.82 feet; thence S. $18^{\circ}21'33''E.$ , 15.38 feet; thence N.  $44^{\circ}10'35''E.$ , 249.68 feet; thence N. $34^{\circ}33'10''E.$ , 86.73 feet; thence N. $41^{\circ}02'01''E.$ , 191.50 feet; thence N. $58^{\circ}12'39''W.$ , 165.91 feet; thence N. $79^{\circ}03'49''W.$ , 194.18 feet; thence S. $88^{\circ}30'03''W.$ , 76.91 feet; thence N. $17^{\circ}33'25''W.$ , 270.00 feet; thence along a curve to the right, having a radius of 527.91 feet, an arc distance of 65.60 feet, a central angle of  $7^{\circ}07'12''$ , and a chord bearing N. $76^{\circ}00'11''E.$ , 65.56 feet; thence N. $10^{\circ}26'13''W.$ , 174.09 feet; thence N. $87^{\circ}43'12''E.$ , 52.16 feet; thence N. $34^{\circ}41'49''E.$ , 232.11 feet; thence N. $27^{\circ}44'20''E.$ , 61.15 feet; thence along a curve to the left, having a radius of 42.00 feet, an arc distance of 40.11 feet, a central angle of  $54^{\circ}43'21''$ , and a chord bearing S. $79^{\circ}36'56''E.$ , 38.61 feet; thence N. $22^{\circ}37'41''E.$ , 194.61 feet; thence S. $64^{\circ}48'37''E.$ , 86.00 feet; thence S. $62^{\circ}25'32''E.$ , 93.35 feet; thence S. $26^{\circ}23'28''E.$ , 68.21 feet; thence East 181.50 feet; thence North, 28.28 feet; thence East, 301.50 feet to the East line of said Sec. 33; thence along said East line, South, 1472.54 feet to the Point of Beginning and contains 29.90 acres.

PLUS

"Lexington Green No. 2" Subdivision, part of the N.E. 1/4 of Section 33, T.1N., R.8E., City of Novi, Oakland County, Michigan; commencing at the East 1/4 corner of said Section 33; thence along the East and West 1/4 line of said Section 33, N. $89^{\circ}08'20''W.$ , 1393.02 feet to the Point of Beginning; thence continuing along the said East and West 1/4 line, N. $89^{\circ}08'20''W.$ , 631.54 feet; thence N. $00^{\circ}09'40''E.$ , 926.90 feet; thence S. $89^{\circ}50'20''E.$ , 305.00 feet; thence S. $05^{\circ}15'29''E.$ , 85.00 feet; thence N. $71^{\circ}35'08''E.$ , 342.45 feet; thence along a curve to the left having a radius of 349.58 feet, an arc distance of 20.94 feet, a central angle of  $3^{\circ}25'58''$ , and a chord bearing N. $17^{\circ}12'46''W.$ , 20.94 feet; thence N. $71^{\circ}04'04''E.$ , 175.59 feet; thence N. $09^{\circ}53'19''W.$ , 70.63 feet; thence N. $80^{\circ}39'55''E.$ , 240.00 feet to a point on the Westerly line of "Lexington Green No. 1" Subdivision (Liber Pages ; Oakland County Records); thence along the Westerly line of said subdivision the remaining thirteen (13) courses and distances: thence S. $10^{\circ}26'13''E.$ , 174.09 feet; thence along a curve to the left having a radius of 527.91 feet, an arc distance of 65.60 feet, a central angle of  $7^{\circ}07'12''$ , and a chord bearing S. $76^{\circ}00'11''W.$ , 65.56 feet; thence S. $17^{\circ}33'25''E.$ , 270.00 feet; thence N. $88^{\circ}33'03''E.$ , 76.91 feet; thence S. $79^{\circ}03'49''E.$ , 194.18 feet; thence S. $58^{\circ}12'39''E.$ , 165.91 feet; thence S. $41^{\circ}02'01''W.$ , 191.50 feet; thence S. $34^{\circ}33'10''W.$ , 86.73 feet; thence S. $44^{\circ}10'35''W.$ , 249.68 feet; thence N. $18^{\circ}21'33''W.$ , 15.38 feet; thence S. $87^{\circ}10'23''W.$ , 132.82 feet; thence S. $58^{\circ}40'58''W.$ , 258.39 feet; thence S. $68^{\circ}34'06''W.$ , 154.92 feet to the Point of Beginning and contains 25.76 acres.

## GALWAY PERMANENT EASEMENT FOR STORM DRAINAGE AND RETENTION

Part of the N.E. 1/4 of Section 33, T.1N., R.8E., City of Novi, Oakland County, Michigan, and being more particularly described as commencing at the East 1/4 corner of said Section 33; thence along the E. & W. 1/4 line of said Section 33, N.89°08'20"W., 826.99 feet to the Point of Beginning; thence continuing along said E. & W. 1/4 line, N.89°08'20"W., 566.03 feet; thence N.68°34'06"E., 154.92 feet; thence N.58°40'58"E., 258.39 feet; thence N.87°10'23"E., 132.83 feet; thence S.18°21'33"E., 15.38 feet; thence N.44°10'35"E., 249.68 feet; thence along a curve to the right, having a radius of 269.68 feet, an arc distance of 15.00 feet, a central angle of 3°11'14", and a chord bearing S.45°17'32"E., 15.00 feet; thence S.44°10'35"W., 257.34 feet; thence S.18°21'33"E., 184.74 feet to the Point of Beginning and contains 1.60 acres.

## GREENDALE PERMANENT EASEMENT FOR STORM DRAINAGE AND RETENTION

Part of the N.E. 1/4 of Section 33, T.1N., R.8E., City of Novi, Oakland County, Michigan, and being more particularly described as commencing at the East 1/4 corner of said Section 33; thence along the E. & W. 1/4 line of said Section 33, N.89°08'20"W., 2024.56 feet; thence N.00°09'40"E., 449.03 feet to the Point of Beginning; thence continuing N.00°09'40"E., 477.87 feet; thence S.89°50'20"E., 305.00 feet; thence S.05°15'29"E., 174.03 feet; thence S.04°47'27"W., 294.21 feet; thence S.89°08'20"E., 181.50 feet; thence along a curve to the left, having a radius of 499.08 feet, an arc distance of 15.00 feet, a central angle of 01°43'20", and chord bearing S.00°04'42"E., 15.00 feet; thence N.89°08'20"W., 479.27 feet to the Point of Beginning and contains 3.48 acres.

Beginning at the East 1/4 corner of Section 33, T.1N., R.8E., Novi Township, Oakland County, Michigan; thence N. $89^{\circ}08'20''W.$ , 2024.56 feet along the East and West 1/4 of said Section and the North line of "Lexington Commons North" as recorded in Liber 131 of Plats, Pages 14, 15, 16 and 17, Oakland County Records; thence N. $00^{\circ}09'40''E.$ , 2088.42 feet along an existing fence line; thence S. $89^{\circ}40'40''E.$ , 2018.50 feet; thence South 2107.44 feet along the East line of Section 33, being centerline of Taft Road, to the Point of Beginning; said parcel being a part of the N.E. 1/4 of Section 33, T.1N., R.8E., Novi Township, Oakland County, Michigan, and containing 97.36 acres.

LESS

part of the N.E. 1/4 of Section 33, T.1N., R.8E., City of Novi, Oakland County, Michigan, the Point of Beginning being the E. 1/4 corner of said Section 33, thence along the E. & W. 1/4 line of said Section 33 and in partial along the North line of "Lexington Commons North" Subdivision (Liber 131, page 14, Oakland County Records), N. $89^{\circ}08'20''W.$ , 1393.02 feet; thence N. $68^{\circ}34'06''E.$ , 154.92 feet; thence N. $58^{\circ}40'58''E.$ , 258.39 feet; thence N. $87^{\circ}10'23''E.$ , 132.82 feet; thence S. $18^{\circ}21'33''E.$ , 15.38 feet; thence N. $44^{\circ}10'35''E.$ , 249.68 feet; thence N. $34^{\circ}33'10''E.$ , 86.73 feet; thence N. $41^{\circ}02'01''E.$ , 191.50 feet; thence N. $58^{\circ}12'39''W.$ , 165.91 feet; thence N. $79^{\circ}03'49''W.$ , 194.18 feet; thence S. $88^{\circ}30'03''W.$ , 76.91 feet; thence N. $17^{\circ}33'25''W.$ , 270.00 feet; thence along a curve to the right, having a radius of 527.91 feet, an arc distance of 65.60 feet, a central angle of 07° 07'12", and a chord bearing N. $76^{\circ}00'11''E.$ , 65.56 feet; thence N. $10^{\circ}26'13''W.$ , 174.09 feet; thence N. $87^{\circ}43'12''E.$ , 52.16 feet; thence N. $34^{\circ}41'49''E.$ , 232.11 feet; thence N. $27^{\circ}44'20''E.$ , 61.15 feet; thence along a curve to the left, having a radius of 42.00 feet, an arc distance of 40.11 feet, a central angle of 54°43'21", and a chord bearing S. $79^{\circ}36'56''E.$ , 38.61 feet; thence N. $22^{\circ}37'41''E.$ , 194.61 feet; thence S. $64^{\circ}48'37''E.$ , 86.00 feet; thence S. $62^{\circ}25'32''E.$ , 93.35 feet; thence S. $26^{\circ}23'28''E.$ , 68.21 feet; thence East, 181.50 feet; thence North, 28.28 feet; thence East, 301.50 feet to the East line of said Section 33; thence along said East line, South, 1472.54 feet to the Point of Beginning and contains 29.90 acres.

AND

"Lexington Green No. 2" Subdivision, part of the N.E. 1/4 of Section 33, T.1N., R.8E., City of Novi, Oakland County, Michigan; commencing at the East 1/4 corner of said Section 33; thence along the East and West 1/4 line of said Section 33, N. $89^{\circ}08'20''W.$ , 1393.02 feet to the Point of Beginning; thence continuing along the said East and West 1/4 line, N. $89^{\circ}08'20''W.$ , 631.54 feet; thence N. $00^{\circ}09'40''E.$ , 926.90 feet; thence S. $89^{\circ}50'20''E.$ , 305.00 feet; thence S. $05^{\circ}15'29''E.$ , 85.00 feet; thence N. $71^{\circ}35'08''E.$ , 342.45 feet; thence along a curve to the left having a radius of 349.58 feet, an arc distance of 20.94 feet, a central angle of 03°25'58", and a chord bearing N. $17^{\circ}12'46''W.$ , 20.94 feet; thence N. $71^{\circ}04'04''E.$ , 175.59 feet; thence N. $09^{\circ}53'19''W.$ , 70.63 feet; thence N. $80^{\circ}39'55''E.$ , 240.00 feet to a point on the Westerly line of "Lexington Green No. 1" Subdivision (Liber Pages , Oakland County Records); thence along the westerly line of said subdivision the remaining thirteen (13) courses and distances: thence S. $10^{\circ}26'13''E.$ , 174.09 feet; thence along a curve to the left having a radius of 527.91 feet, an arc distance of 65.60 feet, a central angle of 07°07'12", and a chord bearing S. $76^{\circ}00'11''W.$ , 65.56 feet; thence S. $17^{\circ}33'25''E.$ , 270.00 feet; thence N. $88^{\circ}33'03''E.$ , 76.91 feet; thence S. $79^{\circ}03'49''E.$ , 194.18 feet; thence S. $58^{\circ}12'39''E.$ , 165.91 feet; thence S. $41^{\circ}02'01''W.$ , 191.50 feet; thence S. $34^{\circ}33'10''W.$ , 86.73 feet; thence S. $44^{\circ}10'35''W.$ , 249.68 feet; thence N. $18^{\circ}21'33''W.$ , 15.38 feet; thence S. $87^{\circ}10'23''W.$ , 132.82 feet; thence S. $58^{\circ}40'58''W.$ , 258.39 feet; thence S. $68^{\circ}34'06''W.$ , 154.92 feet to the Point of Beginning and contains 25.76 acres.

80 32847

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF

## LEXINGTON GREEN SUBDIVISION

(Liber 7797, -Pages 342  
through 360)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, PULTE HOMES OF MICHIGAN CORPORATION, a Michigan corporation, (hereinafter referred to as "Declarant") caused to be recorded a Declaration of Covenants, Conditions, and Restrictions for LEXINGTON GREEN SUBDIVISION in the Recorder's Office of the County of Oakland, State of Michigan, on June 4, 1980, in Liber 7797, Pages 342 - 360, and

WHEREAS, Article VI, Section 3 captioned "Amendment" of the Declaration of Covenants, Conditions, and Restrictions (hereinafter referred to as "Declaration") for LEXINGTON GREEN SUBDIVISION provides for amendment of said

Declaration; and

NOW, THEREFORE, it has become necessary for Declarant to amend Article IV, Section 6 captioned "Uniform Rate of Assessment". The following paragraph should be substituted in lieu of that paragraph:

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis. Assessments on unimproved and improved Lots owned by Declarant shall, notwithstanding anything to the contrary in the preceding sentence, be at a rate equal to twenty-five percent (25%) of the assessment rate applicable to Lots owned by owners other than Declarant. Declarant shall also, however, underwrite any difference between actual expenses of the Association and assessments levied (subject to annual assessment increases of 5%) until Association control passes to Class A Members.

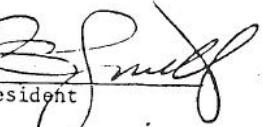
All other provisions of the Declaration as originally recorded shall remain in full force and effect.

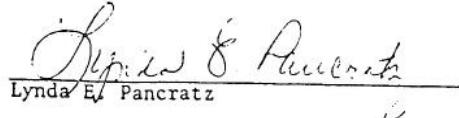
5.00  
T.A.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 10<sup>th</sup> day of October,  
1980.

  
Sharon Hart

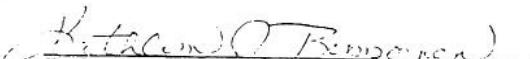
PULTE HOMES OF MICHIGAN CORPORATION  
Declarant

By:   
Ronald G. Smith, President

  
Lynda E. Pancratz

STATE OF MICHIGAN) ss.  
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 10<sup>th</sup>  
day of October, 1980, by Ronald G. Smith, President of  
PULTE HOMES OF MICHIGAN CORPORATION.

  
Kathlyn J. Bessonon, Notary Public  
Oakland County

KATHLYN J. BESSONEN  
Notary Public, Oakland County, Mich.  
My Commission Expires Nov. 27, 1983

My Commission Expires: 11/27/83

Drafted by:

Willis W. Martin  
PULTE HOMES OF MICHIGAN CORPORATION  
6400 Farmington Road  
West Bloomfield, Michigan 48033

When Recorded,  
Return to:

Sharon Hart  
PULTE HOMES OF MICHIGAN CORPORATION  
6400 Farmington Road  
West Bloomfield, Michigan 48033