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SECOND AMENDED AND RESTATED  
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

BECKENHAM SUBDIVISION  
NOVI, MICHIGAN

12300  
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O.K. -S.R.

**BECKENHAM SUBDIVISION**

**SECOND AMENDED AND RESTATED  
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS**

**Table of Contents**

- I. DEFINITIONS
  - 1. Definitions
- II. ASSOCIATION OF OWNERS
  - 1. Establishment of Association
  - 2. Membership and Voting Rights
    - 2.1 Membership
    - 2.2 Board of Directors
    - 2.3 Officers
    - 2.4 Voting Rights; Designated Representative
    - 2.5 Adoption of Bylaws
  - 3. Association Assessments
    - 3.1 Creation of the Lien and Personal Obligation of Assessments
    - 3.2 Purpose of Assessments
    - 3.3 Establishing Assessments; Uniformity
    - 3.4 Maximum Annual Assessment
    - 3.5 First Assessments
    - 3.6 Special Assessments
    - 3.7 Notice and Quorum for Actions Authorized Under Sections 3.4 and 3.6
    - 3.8 Association Budget
    - 3.9 Notice of Annual Assessments and Due Date

- 3.10 Effect of Non Payment of Assessments; Remedies of the Association
- 3.11 Exempt Property
- 3.12 Subordination of the Lien to First Mortgages
- 3.13 Right of Municipality to Assess

### III. COMMON AREAS

- 1. Creation and Modification of Common Area Rights and Easements
  - 1.1 Dedication of Common Areas
  - 1.2 Owners' Easement of Use and Enjoyment
    - 1.2.1 Grant of Easements
    - 1.2.2 Limitations of Easements
    - 1.2.3 Delegation of Use
  - 1.3 Declarant's Rights to Dedicate or Transfer Property
  - 1.4 Other Easements
    - 1.4.1 Utility Easements
    - 1.4.2 Entryway Easement
    - 1.4.3 Subdivision Sign Easement
    - 1.4.4 Greenbelt Easement
    - 1.4.5 Conservation Preservation Easements
    - 1.4.6 Right to Transfer Easements to the Association
  - 1.5 Alteration of Common Areas and Easements
- 2. Maintenance of Common Areas and Easements
  - 2.1 Maintenance of Non-Road Improvements in the Right-of-Way
  - 2.2 Maintenance of Entryway Easement

- 2.3 Maintenance of Greenbelt Easement
- 2.4 Maintenance of Sign Easement
- 2.5 Maintenance of Common Area
3. Restrictions on Use of Common Areas
  - 3.1 Litter and Pollution
  - 3.2 Failure to Pay Assessment
  - 3.3 Published Rules
4. Liability Insurance

IV. ARCHITECTURAL REVIEW

1. Architectural Review Committee
2. Preliminary Plans
3. Plans and Specifications
4. Compliance with Building and Use Restrictions
5. Disapproval of Plans or Improvements
6. Approval Time Schedule
7. Committee Approval
8. Guidelines
9. Review Fee

V. BUILDING AND USE RESTRICTIONS

1. Use of Lots
2. Character and Size of Buildings
3. Garages
4. Minimum Yard Requirements
5. Repetition of Elevations
6. Lot Splits
7. Maintenance of Improvements
8. Animals

9. Weapons
10. Septic Tanks and Wells
11. Sight Distance
12. Temporary Structures
13. Trash and Garbage
14. Trailers, Boats, Recreation and Commercial Vehicles
15. Laundry
16. Grade
17. Swimming Pools
18. Antennas, Cable Television Dish
19. Exterior Lighting
20. Utility lines
21. Statuary
22. Sales Agency and/or Business Office
23. Lease Restrictions
24. Exterior Surface of Dwellings
25. Fences and Walls
26. Signs
27. Driveways
28. Destruction of Building by Fire, Etc.
29. Landscaping
30. Tree Maintenance and Removal
31. Sidewalks
32. Street Trees
33. Tree Planting Obligation of Each Owner
34. Custom Mailboxes
35. Published Rules

VI. ENFORCEMENT

1. Enforcement of Rights
2. Right of Entry
3. Fines
4. Assessments

VII. EXPANSION

1. Annexation of Additional Lots and/or Common Area

VIII. AMENDMENT

IX. GENERAL PROVISIONS

1. Severability
2. Assignment or Transfer of Rights and Powers
3. Appointment of Declarant AS Attorney In Fact
4. Additional Signatories

**SECOND AMENDED AND RESTATED  
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS  
FOR BECKENHAM SUBDIVISION**

WHEREAS, SINGH OF BECKENHAM L.L.C., a Michigan limited liability company, whose address is 219 Elm Street, Birmingham, Michigan 48009 (the "Declarant"), is the owner of fee simple title to certain land located in the City of Novi, Oakland County, Michigan, which land is described in Exhibit "A" attached hereto (the "Land"), known as Beckenham, a Subdivision created pursuant to the plat thereof as recorded in Liber 243, Pages 8 through 18;

WHEREAS, the Declarant has recorded a Declaration of Easements, Covenants and Restrictions on December 22, 1995, in Liber 15901, pages 232 through 290, Oakland County Records (the "Declaration").

WHEREAS, the Declarant has recorded a First Amended and Restated Declaration of Easements, Covenants and Restrictions on April 11, 1996, in Liber 16171, pages 673 through 726, Oakland County Records (the "First Amended Declaration").

WHEREAS, the Declarant desires to amend and restate the First Amended Declaration to provide for the preservation and enhancement of the property values and amenities in the Subdivision and for the maintenance of certain common areas (the "Common Areas", as defined below) and to this end desires to subject the Land to the easements, covenants and restrictions, charges and liens set forth herein; and

WHEREAS, the Declarant has deemed it desirable for the efficient preservation of the values and amenities in the

Subdivision to create a legal entity to own, maintain and administer the Common Areas; to collect and disburse the assessments and charges hereinafter created; and to promote the recreation, health, safety, welfare, common benefit and enjoyment of the Owners;

WHEREAS, the Declarant may, at some future time, plat additional subdivisions of land adjacent to the Subdivisions and subject the land so platted to the easements, covenants, restrictions and liens set forth herein;

NOW, THEREFORE, in consideration of the mutual benefits derived by the Declarant, its successors and assigns for all intending purchasers and future Owners of the various Lots comprising the Subdivision, the Declarant, for itself, its successors and assigns, does hereby publish, declare and make known to all present Owners and intending purchasers and future Owners of the Lots comprising the Subdivision, that the same will and shall be used, owned, held and/or sold expressly subject to the following conditions, easements, covenants, restrictions and agreements which shall be incorporated by reference in all deeds of conveyance and contracts for the sale of said Lots and shall run with the land and be binding upon all grantees of individual Lots in the Subdivision and on their respective heirs, personal representatives, successors and assigns.



## ARTICLE I

## DEFINITIONS

## Section 1. Definitions.

The words and phrases below are defined as follows:

a. "Assessment Period" shall mean a twelve (12) month period of operation of the Association for which an assessment is collected.

b. "Association" shall mean and refer to the Beckenham Homeowners Association, a Michigan nonprofit corporation, its successors and assigns;

c. "Builder" shall mean and refer to any person or entity who acquires a Lot for the purpose of engaging in and does engage in the business of constructing residential buildings for the purpose of resale and not for his own use;

d. "Bylaws" shall mean and refer to the bylaws of the Association;

e. "Common Areas" shall mean those areas of land within the Subdivision (including the improvements made in those areas) now or hereafter owned by the Association for the common use and enjoyment of the Owners; the Common Areas shall also mean those areas of the Land located within the public right-of-way but which are to be maintained by the Association pursuant to the terms of this Declaration;

f. "Declarant" shall mean and refer to Singh of Beckenham L.L.C., a Michigan limited liability company, and its successors and assigns;

g. "Declaration" shall mean and refer to this Declaration of Easements, Covenants and Restrictions and any amendments as recorded in the office of the Oakland County Register of Deeds, State of Michigan;

h. "Land" shall mean the land described on Exhibit "A";

i. "Lot" shall mean and refer to any numbered lot shown on the recorded plat of the Subdivision;

j. "Member" shall mean and refer to those persons entitled to membership in the Association, as provided in this Declaration;

k. "Municipality" shall mean the City of Novi.

l. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Subdivision. When more than one person or entity has an interest in the fee simple title to a Lot, the collective interest of all such persons or entities shall be considered to be that of a single Owner. If any Lot is sold on a land contract, the land contract purchaser shall be considered the Owner. Those persons having any interest in a Lot merely as security for the performance of an obligation are not considered to be Owners;

m. "Plat" shall mean and refer to the plat of the Subdivision, recorded or to be recorded in the office of the Oakland County Register of Deeds; and

n. "Subdivision" shall mean and refer to Lots 1 through 58 inclusive, of the proposed Beckenham Subdivision.

o. "Subsequent Phase" shall mean any and all subsequent phases of the Subdivision, including adjacent subdivisions which may, in the sole discretion of the Declarant, be created by the recording of plats.

## ARTICLE II

### ASSOCIATION OF OWNERS

#### Section 1. Establishment of Association.

The Declarant shall establish an association of Owners to be known as the Beckenham Homeowners Association at any time not later than three (3) months after the Plat of Beckenham Subdivision is recorded in the records of the Register of Deeds of Oakland County. The Association shall be organized as a nonprofit corporation for a perpetual term under the laws of the State of Michigan and shall have such powers as are enumerated in this Declaration as well as those set forth in the Articles of Incorporation and Bylaws of the Association.

#### Section 2. Membership and Voting Rights.

**Section 2.1 Membership.** Every Owner shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of a Lot.

**Section 2.2 Board of Directors.** The Board of Directors of the Association shall be comprised of at least three (3) and no more than five (5) persons, as set forth in the Bylaws of the Association as they may be amended from time to time. Initially, the Directors shall be appointed by the Declarant. The Directors may be employees, officers, agents or equity owners of

the Declarant and need not be Owners or Builders. The Declarant shall continue to appoint all members of the Board of Directors until the first annual meeting (the "First Annual Meeting") of the Association, which shall occur on a day chosen by the Declarant which shall be no later than six (6) months after the date upon which ninety-five percent (95%) of the Lots are owned by persons other than the Declarant or Builders. At the First Annual Meeting and at each Annual Meeting of the Association thereafter, the Members shall elect all of the Directors following the procedures described in the Bylaws.

**Section 2.3 Officers.** The Board of Directors shall elect the officers of the Association as provided in the Bylaws.

**Section 2.4 Voting Rights; Designated Representative.** Each Owner shall be entitled to one vote for each Lot owned. When more than one person or entity owns an interest in a Lot, all such persons shall collectively be Members and the vote for such Lot shall be exercised by the designated representative of the Owners as they shall determine. The name of the designated representative shall be provided to the Association in writing at least ten (10) days prior to any meeting at which said designee intends to vote. If notice of a designated representative is not properly given, the vote related to a Lot will be suspended in the event more than one person seeks to exercise said vote.

**Section 2.5 Adoption of Bylaws.** The Association shall adopt Bylaws for the purposes of providing for the election of officers and directors, the conduct of meetings and the

governance of the association, which shall comply with all requirements of the Michigan Nonprofit Corporations Act.

**Section 3. Association Assessments.**

**Section 3.1 Creation of the Lien and Personal Obligation of Assessments.** Each Owner of a Lot, by acceptance of a deed or execution of a land contract for a Lot, 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: (a) annual general assessments and (b) special assessments (collectively "Assessments") in accordance with the provisions of this Declaration. Such Assessments shall be established and collected as hereinafter provided. The general and special Assessments, together with (a) interest thereon at the highest rate permitted by law, and (b) collection costs, including reasonable attorney's fees, shall be a charge on the Lot. A lien to the benefit of the Association in the amount of such Assessment shall be imposed on the Lot on the date the Association declares an Assessment to be due and payable (the "Assessment Date"). Each such Assessment, together with interest thereon at the highest rate permitted by law, and collection costs, including reasonable attorney's fees, shall also be the personal obligation of all persons who were the Owners of such lot on the Assessment Date. Notwithstanding the foregoing, the Declarant shall only be obligated to pay Assessments as provided in Section 3.3 of this Article.

**Section 3.2 Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, welfare, common benefit and enjoyment of the Owners in the Subdivision, and in particular for: (a) the maintenance and improvement of the Common Areas now or hereafter owned by the Association; (b) the payment of real estate taxes and special assessments relating to the Common Areas and improvements made on the Common Areas and other property under the control of the Association, including any subdivision entrances; (c) the planting and maintenance of trees, shrubs, grass, and other landscaping; (d) the maintenance of median islands dedicated to the public; (e) the maintenance of the landscaped berms abutting Beck Road and Nine Mile Road; (f) the acquisition of Common Areas; (g) the construction, operation, maintenance, repair, and replacement of recreational facilities; (h) caring for vacant Lots; (i) maintenance of drainage facilities which service the Subdivision, whether inside or outside of the subdivision boundaries; (j) providing community services; (k) obtaining insurance for the protection of the Owners and Association Directors and Officers; (l) maintenance, illumination, irrigation, repair, and replacement of the entryway sign, monument wall and landscaping; (m) maintenance and replacement of street signs not maintained or replaced by the Municipality; and (n) establishing and maintaining appropriate reserves for those purposes.

**Section 3.3 Establishing Assessments; Uniformity.**

Both the general and special Assessments shall be established by the Board of Directors at a uniform rate for all Lots. Such Assessments shall be established by the Board of Directors at a regular or special meeting of the Board called for the purpose (among others) of establishing Assessments. Notwithstanding anything to the contrary contained herein or elsewhere in this Declaration, no Assessment shall be levied against a Lot owned by the Declarant.

**Section 3.4 Maximum Annual Assessment. Annual**

Assessments shall not exceed the following amounts.

- a. Until January 1 of the year immediately following the first conveyance of a Lot to an Owner, the maximum annual Assessment shall not exceed Two Hundred Dollars (\$200.00) per Lot;
- b. From and after January 1 of the year immediately following the first conveyance of a Lot to an Owner, the maximum annual Assessment may be increased each year without a vote of the Members by an amount of not more than ten percent (10%) of the Assessment for the previous year; and
- c. From and after January 1 of the year immediately following the first conveyance of a Lot to an Owner, the maximum annual Assessment may be increased by an amount in excess of ten percent (10%) per year only if a majority of the Members entitled to cast votes, in

16314 PC 188  
person or by proxy, vote in favor of such Assessment at a meeting of the Association duly called for that purpose.

**Section 3.5 First Assessments.** Upon purchasing any Lot from the Declarant, an Owner shall be liable for the Assessment for the year in which the Lot is purchased, which shall be pro-rated to the date of closing and payable upon closing. Such Owner shall also be liable for a one time Assessment of Two Hundred Dollars (\$200.00), which shall be used for working capital (the "First Assessment"). The First Assessment shall be payable by the Owner to the Association upon the closing of the purchase of the Lot by the Owner.

**Section 3.6 Special Assessments.** In addition to the annual Assessments and First Assessment authorized above, the Association may levy against each Owner, in any Assessment Period, a special Assessment, applicable to that Assessment Period only, for the purpose of defraying, in whole or in part, (a) the cost of any acquisition of land or easements to be added to the Common Areas, and (b) the cost of construction, reconstruction, repair or replacement of any improvement upon the Common Areas and any other areas under the control of the Association, including the Subdivision entryway and median island. A majority of the Members or proxies entitled to cast votes at a meeting duly called for that purpose must approve a special Assessment before it is imposed.



**Section 3.7 Notice and Quorum for Actions Authorized**

**Under Sections 3.4 and 3.6.** Written notice shall be sent to all Members not less than fifteen (15) days and nor more than thirty (30) days in advance of any meeting called for the purpose of taking any action authorized under Sections 3.4 or 3.6 of this Article. At the first such meeting called, the presence of Members, in person or by proxy, entitled to cast fifty percent (50%) of the votes 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 subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 3.8 Association Budget.** The Board of Directors, not later than thirty (30) days prior to the beginning of an Assessment Period (for example, prior to December 1 of an Assessment Period from January 1 to December 31 of the following year), shall adopt a budget for the operations of the Association during the following Assessment Period. The budget will be mailed to each Owner with the written notice of the annual Assessment.

**Section 3.9 Notice of Annual Assessments and Due Date.** 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 and determine whether the annual Assessment will be payable on a monthly, quarterly, semi-annual or annual basis. Written notice of the annual Assessment shall be

sent to every Owner. 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 3.10 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 highest rate permitted by law. The Association may bring a civil action against the Owners personally obligated to pay the same and/or to foreclose the lien against the Lot. No Owner may waive or otherwise avoid liability for the Assessments by non-use of the Common Areas or abandonment of his Lot.

**Section 3.11 Exempt Property.** All Common Areas, all outlots, and all property exempt from taxation by state or local governments or dedicated for public use, shall be exempt from the Assessment, charge and lien created pursuant to this Declaration.

**Section 3.12 Subordination of the Lien to First Mortgages.** The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage and to any other contractual lien as to Lots owned by the Declarant. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien but not the obligation for payment of

such Assessments as to payments which became due prior to such sale or transfer.

**Section 3.13 Right of Municipality to Assess.** If the Association fails to levy and collect an Assessment for maintenance of the Common Areas or any of the median islands or landscaped berm, or fails to maintain such Common Areas, median islands or landscaped berm and it becomes necessary for the Municipality to incur expenses related to maintenance of such Common Areas, median islands or landscaped berm, the Municipality shall have the right to be subrogated to the powers of the Association to levy and collect Assessments and to enforce liens for the collection of such Assessments.

### ARTICLE III

#### COMMON AREAS

**Section 1. Creation and Modification of Common Area Rights and Easements.**

**Section 1.1 Dedication of Common Areas.** The Declarant dedicates and conveys to each Owner a right and easement of enjoyment in and to the Common Areas and covenants that within five (5) years after the date the Plat has been recorded, it will convey the Common Areas to the Association free and clear of all liens and encumbrances except as set forth herein. Title to the Common Areas shall vest in the Association subject to the rights and easements of enjoyment in and to such Common Areas by the Owners described in Section 1.2.1 below. The Declarant reserves the right to create additional Common Areas by the dedication to

the Association of outlots or other real property located in the Subdivision or in contiguous subdivisions.

**Section 1.2 Owners' Easement of Use and Enjoyment.**

**Section 1.2.1 Grant of Easements.** The Declarant grants to each Owner, and his respective successors and assigns, appurtenant, non-exclusive and perpetual easements for pedestrian ingress and egress over, and the use and enjoyment of, the Common Areas, subject to the limitations set forth in section 1.2.2 below. The easement of use and enjoyment shall not be personal, but shall be considered to be appurtenant to the Lots and shall pass with the title to the Lots whether or not specifically set forth in the deeds of conveyance of the Lots.

**Section 1.2.2 Limitations of Easements.** The rights and easements of each Owner in and to the Common Areas shall be subject to the following prior rights of the Association, in addition to other limitations set forth in this Declaration.

- a. The right of the Association to levy and collect Assessments, as set forth in Article II above;
- b. The right of the Association to suspend the right of an Owner to vote and to use the Common Areas during any period in which any Assessment against his/her Lot remains unpaid.
- c. The right of the Association to adopt rules and regulations governing the use of the Common Areas by the Owners and their tenants, guests, invitees and the guests and invitees of their tenants.

- d. The right of the Association to suspend the right of an Owner to use the Common Areas for any infraction by an Owner of the Association's published rules and regulations for the duration of the infraction and for an additional period thereafter not to exceed sixty (60) days.;
- e. The right of the Association to grant easements over, under or across any part of the Common Areas or to dedicate, grant or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. Any dedication, grant or transfer shall be effective only if an instrument agreeing to such dedication, grant or transfer is signed by fifty-one percent (51%) of the Members and the Declarant, if the Declarant has an ownership interest in any Lot at the time of the grant.

**Section 1.2.3 Delegation of Use.** Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment and use of the Common Areas to the members of his family, his invitees, his tenants or purchasers who reside on his Lot, subject to the terms and conditions of this Declaration, the Bylaws and any rules and regulations promulgated pursuant to either of them.

**Section 1.3 Declarant's Right to Dedicate or Transfer Property.** The Declarant reserves the right to dedicate or transfer:

- a. All or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be required by law or in the best interest of the Subdivision as determined by the Declarant.
- b. The Declarant reserves the right to grant an easement to use and enjoy the Common Areas to the Owners of any Lot in any Subsequent Phase, if any.

**Section 1.4. Other Easements**

**Section 1.4.1 Utility Easements.** The Declarant hereby dedicates and reserves the following easements:

- a. Easements for the installation, maintenance, repair, replacement, modification and/or removal of utilities, underground television cable, sanitary and storm sewer lines, water mains, drainage lines, surface drainage swales and any other improvements which would serve the Subdivision, as shown on the Plat, in, on, under and over strips of land in width as designated on the Plat.
- b. Private easements for public utilities are granted and reserved as shown on the Plat.

No buildings or structures may be constructed or maintained over or on any easements, provided, however, that after the aforementioned utilities have been installed, planting, fencing (where permitted), or other lot line improvements shall be allowed, so long as they do not violate the provisions of this Declaration or any separate easement agreement and do not interfere with, obstruct, hinder or impair the drainage plan of the Subdivision and so long as access be granted, without charge or liability for damages, for the installation, maintenance, repair, replacement, modification and/or removal of the utilities, drainage lines and/or additional facilities.

**Section 1.4.2 Entryway Easement.** Declarant dedicates and reserves for the benefit of the Declarant, the Association, and each Owner an easement for the installation, construction, maintenance, repair, and replacement of landscaping and monument walls at the entrance of the Subdivision in, over, and on Lots 1, 18, 19 and 58, in the areas adjacent to Beck Road and Nine Mile Road, designated on the Plat as follows:

- a) Lot 1; 40'x 40' "Private Easement for Landscape Purposes, Monuments and Signage".
- b) Lot 18; 30'x 165.50' "Private Easement for Monuments and Landscape Purposes".
- c) Lot 19; 30'x 40' "Private Easement for Landscape Purposes and Monuments".
- d) Lot 58; 30'x 40' "Private Easement for Landscape Purposes, Monuments and Signage".

and in, over, and on the median island in Beckenham Boulevard, at that entrance to the Subdivision (the "Entryway Easement"). It shall be the responsibility of the Association to maintain, repair, and replace the landscaped areas, monument walls, and median island located within this easement area. The Declarant shall construct the median island and monument walls and install lighting, landscaping, and irrigation at the entrance and on the median island. The Declarant shall install a separate electrical meter for the electricity used to light the monument walls and Subdivision signs described in Section 1.4.3 below and separate water meters for the water used for irrigation of the landscaped areas and median island. The Association shall bear the cost of electricity and water used for such purposes and shall be billed for the consumption registered on such meters.

**Section 1.4.3 Subdivision Sign Easement.**

Declarant dedicates and reserves an easement for the benefit of the Declarant, the Association, and each Owner for the construction, maintenance, repair, replacement, and illumination of signs on Lot 58 at the entryway along Nine Mile Road and on the median island in Beckenham Boulevard. The signs or any replacement signs shall bear the name "Beckenham, A Singh Development" in prominent letters. The Declarant shall install the signs and the lighting system and electric meter for the illumination of the signs. It shall be the responsibility of the Association to maintain, repair, replace, and illuminate the sign. If the Association fails to maintain, repair, replace or illuminate the sign, the Declarant shall have the right,



but not the obligation, at its own expense, to maintain, repair, replace or illuminate the sign. If the sign is replaced, any replacement sign shall state: "Beckenham, A Singh Development" in prominent letters. If a replacement sign does not include the phrase "A Singh Development" in prominent letters, the Declarant shall have the right, but not the obligation, to replace any replacement sign with a sign that includes a phrase "A Singh Development" in prominent letters.

**Section 1.4.4 Greenbelt Easement.** Declarant dedicates and reserves an easement for the benefit of the Declarant, the Association, and each Owner for the construction, installation, landscaping, improvement, maintenance, repair, and replacement of landscaped berms located adjacent to Beck Road and Nine Mile Road on Lots 1, 2, 3, 4, 5, 6, 18, 19, 20, 21, 22, 23 and 58, in the area designated on the Plat as follows:

- a) Lots 1, 2, 3, 4, 5 and 6; "40' Easement for Landscape Purposes".
- b) Lots 18, 19, 20, 21, 22, 23, and 58; "30' Easement for Landscape Purposes".

(referred to as the "Greenbelt Easement"). The Declarant shall construct the berms and install sod and trees and shrubs on the berms in the Greenbelt Easement area. The Declarant shall also install an irrigation (sprinkler) system in the landscaped berms located within the Greenbelt Easement area. The Declarant may also sod or seed and install an irrigation (sprinkler) system within the landscaped area of the public right-of-ways adjacent to the

Greenbelt Easement area of the Subdivision including the area between the shoulder of Beck Road and the eastern lot line of Lots 18, 19, 20, 21, 22 and 23 and between the shoulder of Nine Mile Road and the southern lot line of Lots 1, 2, 3, 4, 5, 6 and 58; (the "Roadway Greenbelt"). The Association shall maintain, repair, and replace the landscaping, sod, seed, shrubs, trees, and irrigation (sprinkler) system installed by the Declarant in the Greenbelt Easement areas and the Roadway Greenbelt area. No Owner may remove or disturb any portion of the berms or the landscaping or irrigation (sprinkler) system within the Greenbelt Easement area or the Roadway Greenbelt area without the prior approval of the Declarant or, after the Declarant no longer owns any Lot in the Subdivision, the Association. No Owner may install any fencing or structure in the area from and including the base of the berm closest to the homes located on Lots 18, 19, 20, 21, 22 and 23 up to the right-of-way of Beck Road and the area from and including the base of the berm closest to the homes located on Lots 1, 2, 3, 4, 5, 6 and 58 up to the right-of-way of Nine Mile Road without the prior written approval of the Declarant or, after the Declarant no longer owns any Lot in the Subdivision, the Association.

**Section 1.4.5. Conservation Preservation Easements.** Private easements in favor of the City of Novi for the maintenance, preservation and conservation of wetlands and woodlands regulated by City of Novi ordinances have been granted and reserved in the Common Areas (Parks) as shown on the recorded Plats (the "Preservation Easements").

Declarant intends to assure that the Preservation Easements will remain in their natural condition and to prevent any use of the Preservation Easements that will significantly impair or interfere with the natural and conservation values of the Preservation Easements. To accomplish the purposes of this Easement, the following rights and powers are hereby conveyed to the City of Novi:

- a. To preserve and protect the natural and conservation values of the Preservation Easements;
- b. To enter upon the Preservation Easements at reasonable times in order to monitor compliance with and otherwise to enforce the terms of this Declaration;
- c. To prevent any activity on or use of the Preservation Easements that is inconsistent with the purposes of this Easement and to require the restoration of such areas or such features of the Preservation Easements as may be damaged by any prohibited activity or use.

Any activity or use of the Preservation Easements inconsistent with the stated objectives of this Easement is prohibited. Enforcement of the terms of this Easement shall be at the discretion of the City of Novi, and any forbearance by the City to exercise its rights under this Easement in the event of any breach of any terms of this Easement shall not be deemed or construed to be a waiver by the City of such term or of any subsequent breach of the same or any other term of this Easement or of any of the City's rights hereunder. No delay or omission by the

LISEP 16314-200

City in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver. No right of access by the general public to any portion of the Preservation Easements is conveyed by this Easement.

**Section 1.4.6 Right to Transfer Easements to the Association.** The Declarant reserves the right to transfer all of the Declarant's right, title, and interest, and benefits and burdens in the easements described in this Section 1.4 to the Association.

**Section 1.5 Alteration of Common Areas and Easements.** The Declarant reserves the right, without the consent of the Association or any of its Members, to increase or reduce the size of the Common Areas or to grant easements through any of the Common Areas for the purposes of allowing the installation, construction, repair, enlargement, modification or removal of any utility lines, television cable, drainage facilities or any other improvements which would serve the Subdivision or any Subsequent Phase.

**Section 2. Maintenance of Common Areas and Easements.**

**Section 2.1 Maintenance of Non-Road Improvements in the Right-of-Way.** The Association shall maintain, repair, and replace, as necessary, all improvements on the islands located in the right-of-ways within the Subdivision, including but not limited to, all landscaping, light poles, lighting systems, and irrigation (sprinkler) systems. The Association shall also bear the cost of lighting and irrigating the islands.

**Section 2.2 Maintenance of Entryway Easement.** The Association shall maintain, repair, and replace, as necessary, the monument walls, signs, landscaping, irrigation (sprinkler) system, lighting system, and other improvements constructed or installed by the Declarant in the Entryway Easement areas. The Association shall bear the cost of irrigating the Entryway Easement areas and the cost of lighting the monument walls.

**Section 2.3 Maintenance of Greenbelt Easement.** The Association shall maintain, repair, and replace, as necessary, all landscaping and irrigation (sprinkler) systems installed by the Declarant within the Greenbelt Easement. The Association shall bear the cost of irrigating the Greenbelt Easement areas.

**Section 2.4 Maintenance of Sign Easement.** The Association shall maintain, repair, and replace, as necessary, the signs constructed by the Declarant in the Sign Easement Area. The Association shall also bear the cost of lighting the signs.

**Section 2.5 Maintenance of Common Area.** The Association shall maintain and improve, as necessary, the Common Areas in a safe and sanitary condition.

**Section 3. Restrictions on Use of Common Areas.**

**Section 3.1 Litter and Pollution.** No Owner shall dump or allow to accumulate trash, refuse, or rubbish of any kind on the Common Areas, Entryway Easement areas or Greenbelt Easement areas. No Owner shall dump or otherwise dispose of chemicals, motor oil, paint, gasoline or petroleum distillates in, over or within the Common Areas or any other location within the

Subdivision or the sanitary or storm sewer drains serving the Subdivision.

**Section 3.2 Failure to Pay Assessment.** The Association may prohibit an Owner from the use and enjoyment of the Common Areas if the Owner does not pay the Assessments described in Article II.

**Section 3.3 Published Rules.** The Declarant reserves the right to publish from time to time reasonable rules and regulations consistent herewith governing the use of the Common Areas, as well as other matters relating thereto. The Declarant may delegate or assign this right to its successors or the Association.

**Section 4. Liability Insurance.** The Association shall maintain liability insurance for the purpose of protecting itself as well as the Owners, the Declarant and Builders from the burden of any liability resulting from accidents which may cause death or injury to anyone or damage or casualty to personal property while in the Common Areas or on any property under the jurisdiction or control of the Association. The Board of Directors of the Association shall determine the amount of coverage of such insurance.

#### ARTICLE IV

##### ARCHITECTURAL REVIEW

**Section 1. Architectural Review Committee.**

No building, fence, wall, deck, swimming pool, outbuilding, drainage structure or other structure, or exterior improvement

shall be commenced, erected or maintained on any Lot, nor shall any exterior addition to or change or alteration therein or change in the exterior appearance thereof be made until the plans and specifications showing the kind, size, shape, height, colors, materials, topography and location of the same on the Lot shall have been submitted to and approved in writing by an architectural review committee (the "Committee"). The Committee shall be composed of three (3) persons appointed by the Declarant. Committee members are not required to be Members of the Association, and may be employees, officers, directors, agents or affiliates of the Declarant. Each member of the Committee shall serve until he resigns or is replaced by a subsequent appointee. The Declarant may delegate or assign its power of appointment of Committee members to its successors, assigns, or the Association. Neither the Declarant nor the Committee shall have any liability whatsoever for the approval or disapproval of any plans or specifications.

**Section 2. Preliminary Plans.**

Preliminary plans describing the improvements proposed to be made may be submitted to the Committee for preliminary consideration and approval prior to the preparation and submission of the plans and specifications described in Article IV, Section 3.

**Section 3. Plans and Specifications.**

Plans and specifications for final consideration for approval by the Committee shall include the following:

- a. Complete plans and specifications sufficient to secure a building permit in the Municipality including a dimensioned plot plan showing the Lot and placement of all improvements;
- b. Front elevation, side elevations and rear elevation of the building, plus elevations of any walls and fences;
- c. A perspective drawing, if deemed necessary by the Committee, to interpret adequately the exterior design;
- d. Data as to size, materials, colors and texture of all exteriors, including roof coverings and any fences and walls;
- e. One set of blueprints to be left with the Committee until construction is completed;
- f. Any other data, drawings or materials which the Committee requests in order to fulfill its function.

**Section 4. Compliance with Building and Use Restrictions.**

No approval by the Committee shall be valid if the structure or improvement violates any of the restrictions set forth in Article V of this Declaration, except in cases where waivers have been granted as provided for in Article V.

**Section 5. Disapproval of Plans or Improvements.**

The Committee may disapprove plans because of noncompliance with any of the restrictions set forth in Article V of this Declaration, or because the Committee is not satisfied with the grading and drainage plan, the location of the structure on the Lot, the materials used, the color scheme, the finish, design,



proportion, shape, height, style or appropriateness of the proposed improvement or alteration or because of any matter or thing, which, in the judgment of the Committee, would render the proposed improvement or alteration inharmonious with, or out of keeping with, the objectives of the Committee, the Subdivision or with improvements erected or to be erected on other Lots in the Subdivision, including purely aesthetic considerations.

The Committee shall not be liable for the approval or disapproval of any plan.

**Section 6. Approval Time Schedule.**

If the Committee fails to approve or disapprove plans within thirty (30) days after the proper and complete submission of plans and specifications, then such approval will not be required, but all other limitations, conditions and restrictions set forth in the Declarations shall apply and remain in force as to such plans, specifications, and improvements.

**Section 7. Committee Approval.**

Committee approval shall be deemed given if either (a) the plans and specifications submitted for approval are marked or stamped as having been finally approved by the Committee, or (b) an approval form specifying the plans and specifications submitted for approval is dated and signed by one (1) member of the Committee who was validly serving on the Committee on the date of such approval.

**Section 8. Guidelines.**

The Committee may, but shall not be required to, adopt guidelines for its approval process. The guidelines, if adopted,

may include discussion of aesthetic standards to be utilized by the Committee in approving plans and specifications, preferred materials, preferred styles or residences, and other matters which will assist Owners seeking Committee approval. The guidelines, if adopted, will be intended solely for the purposes of illustrating and explaining current Committee standards. The guidelines shall not be construed to create any obligation on the part of the Committee to approve or reject any specific plan or specification or to otherwise modify or diminish the discretion of the committee under this Article.

**Section 9. Review Fee.**

The Committee may charge a review fee of a maximum of Three Hundred Dollars (\$300.00) to any Builder or Owner for the purposes of reviewing plans for the construction of a residence. The fee may not be utilized for the purposes of paying salaries to any members of the Committee but shall be utilized exclusively for the purposes of reimbursing actual expenses of the Committee, including, but not limited to, professional review fees of independent consultants.

**ARTICLE V**

**BUILDING AND USE RESTRICTIONS**

**Section 1. Use of Lots.**

All Lots shall be used for single family residential purposes only. No building of any kind whatsoever shall be erected, re-erected, moved or maintained on any Lot or Lots except one single family dwelling and appurtenant attached structures. Each house shall be designed and erected for occupation by a single

family. An attached garage for the sole use of the occupants of the Lot upon which the garage is erected must also be erected and maintained. Lessees of any Lot shall be subject to the terms and conditions of this Declaration, the Bylaws and all rules and regulations promulgated pursuant to this Declaration and the Bylaws, all of which shall be incorporated into the lease of any Lot by reference, and any violation of the same by a lessee shall be deemed to be a violation by the lessor-Owner and subject that Owner to the same penalties and sanctions as if the Owner himself violated the Declaration, Bylaws or any rules and regulations.

**Section 2. Character and Size of Buildings.**

No dwelling shall be permitted on any Lot unless, in the case of a one-story building or bi-level, the living area thereof shall be not less than One Thousand Eight Hundred (1,800) square feet; in the case of a two-story or one-and-one-half story building, the living area thereof shall not be less than Two Thousand (2,000) square feet; and in the case of a quad-level or tri-level building, the living area thereof shall be not less than Two Thousand (2,000) square feet. No building greater than two and one-half (2½) stories or thirty five (35) feet shall be constructed (a walk-out basement shall not be considered as a story). All computations of square footage for determination of the permissibility of erection of residences under this section, shall be exclusive of basements, attics, utility rooms, garages, porches or similar areas which are not normally classified as living areas.

**Section 3. Garages.**

All garages must be attached to the dwelling. Garage doors shall not face the street on which the residence fronts. No garage shall provide space for less than two (2) automobiles.

**Section 4. Minimum Yard Requirements.**

No building on any Lot shall be erected nearer than:

- a. Thirty feet (30') from the front lot line; nor
- b. A minimum of fifteen feet (15') from each side lot line, for a combined side yard setback of forty feet (40'); nor
- c. Thirty five feet (35') from the rear lot line; nor
- d. Thirty feet (30') from the exterior side lot line on corner lots.

For the purposes of corner lots, each lot line abutting a street shall be deemed a front lot line. Approval of a variance by the Committee and the Municipality permitting front, rear or side yards smaller than the above minimums shall be deemed a valid waiver of this restriction.

**Section 5. Repetition of Elevations.**

The Committee shall not approve the use of any elevations which are substantially similar to elevations approved for any Lot within four hundred feet (400') of any lot line and on the same street as the proposed construction. Variety in colors or building materials shall be used for homes on adjacent Lots so as to avoid an appearance of repetition. In addition to the requirements stated herein, the Committee shall not approve any plans which do not

comply with the City of Novi's ordinance requiring variation in appearances, as amended from time to time.

**Section 6. Lot Splits.**

Lot splits shall be prohibited.

**Section 7. Maintenance Of Improvements.**

Each Owner shall keep all improvements on his Lot in good condition and in good repair at all times. The exterior of all structures shall be maintained in good repair, structurally sound and in a sanitary condition so as not to threaten the health, safety or welfare of any occupant or to substantially detract from the appearance of the Subdivision as a whole or any area of the Subdivision.

**Section 8. Animals.**

No farms animals, livestock or wild animals shall be kept, bred or harbored on any Lot, nor shall any animals be kept or bred for commercial purposes. Domestic animals commonly deemed to be household pets may be kept by the Owner and members of his household so long as such pets shall have such care so as not to be objectionable or offensive to others due to noise, odor or unsanitary conditions. Any domestic animal kept by an Owner shall be kept either on a leash or in a run or pen, and shall not be allowed to run loose or unattended. No runs or pens shall be permitted to be erected or maintained unless located within the rear yard adjacent to a wall of the main dwelling or garage and

facing the rear or the interior of the Lot, nor shall such runs or pens extend beyond the end of the dwelling or garage into the side yard.

**Section 9. Weapons.**

No Owner of a Lot shall use or discharge within the Subdivision, nor shall he permit or suffer any occupant of any Lot which he owns, or his or her invitees or guests, to use or discharge within the Subdivision, any BB guns, firearms, rifles, shotguns, handguns, pellet guns, crossbows or archery equipment.

**Section 10. Septic Tanks and Wells.**

No septic tank systems shall be dug, installed, constructed or maintained on any Lot. Wells shall be allowed for domestic water purposes on Lots until such time as the water moratorium imposed by the Michigan Department of Public Health has been lifted. Subsequent to that time, no wells shall be drilled, dug, installed, constructed, or maintained on any Lot except with the permission of Declarant.

**Section 11. Sight Distance.**

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations above three feet (3') and six feet (6') from the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the lot lines and a line connecting them at points twenty-five feet (25') from the intersection of the lot lines, or in the case of a rounded property corner, from the intersection of the lot lines as though extended. No tree shall be permitted to remain within such distances of such

intersections unless the foliage line is maintained at sufficient height to prevent obstruction of the sight lines.

**Section 12. Temporary Structures.**

Trailers, shacks, barns, or any temporary buildings of any description whatsoever are expressly prohibited and no temporary occupancy shall be permitted in unfinished buildings. Tents for entertainment or recreational purposes are permitted for periods not to exceed forty-eight (48) hours. The Declarant, any Builders or their subcontractors, and/or independent contractors contracting with an owner, may erect temporary storage buildings for materials and supplies to be used in the construction of houses during the period when new houses are under construction in the Subdivision by the Declarant and/or Builder, and/or independent contractor.

**Section 13. Trash and Garbage.**

No Owner shall throw or allow to accumulate on his or any other lot or the Common areas, trash, refuse or rubbish of any kind. No Owner shall dump or otherwise dispose of chemicals, motor oil, paint, gasoline or petroleum distillates in, over or within the Subdivision or the sanitary or storm sewer drains serving the Subdivision. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same shall not be kept except in sanitary containers properly concealed from public view. Garbage containers shall not be left at the road side for more than twenty-four (24) hours in any one week. If the Municipality does not provide municipal garbage collection, the Association may contract with one commercial collection service to

provide service to the Subdivision and require each Owner to utilize the service of that contractor at the Owner's expense.

**Section 14. Trailers, Boats, Recreation and Commercial Vehicles.**

No house trailers, commercial vehicles, boat trailers, boats, camping, recreational vehicles or camping trailers, horse trailers or other utility trailers or vehicles may be parked on or stored on any Lot, unless stored fully enclosed within an attached garage. Commercial vehicles and trucks shall not be parked in the Subdivision except while making normal deliveries or pickups in the normal course of business. However, a construction trailer may be maintained by each Builder or independent contractors contracting with an Owner during the period when new houses are under construction in the subdivision by the Builder or independent contractor.

**Section 15. Laundry.**

No laundry shall be hung for drying outside the dwelling.

**Section 16. Grade.**

The grade and topography of any Lot in the Subdivision may not be changed after original construction without the written consent of the Committee and the Municipality.

**Section 17. Swimming Pools.**

No swimming pool may be built unless some portion of the pool is within twenty feet (20') of the house. All swimming pools must be constructed so that they drain into the storm sewer system only.



**Section 18. Antennas, Cable Television Dish.**

No radio, television or other communication antennas of any type or cable television dish shall be installed on or outside of any residence. Antennas may be installed or placed in the interior of any residence.

**Section 19. Exterior Lighting.**

No exterior lighting shall be installed so as to disturb the occupants of neighboring Lots or impair the vision of traffic on any street.

**Section 20. Utility Lines.**

All utility lines, including electric, gas, telephone and cable television, must be installed underground.

**Section 21. Statuary.**

No lawn ornaments, statues or outdoor art shall be placed on any Lot without the prior approval of the Committee, which may be withheld in its sole discretion for purely aesthetic reasons.

**Section 22. Sales Agency and/or Business Office.**

Notwithstanding anything to the contrary herein, the Declarant and/or any Builders may construct and maintain a sales agency and/or a business office on any Lots which they may own, or may use a model house or trailer for such purposes. The Declarant and/or such Builders may continue to maintain such a facility for use as long as they have an ownership interest in any Lot.

**Section 23. Lease Restrictions.**

No Owner shall lease and/or sublet less than the whole of any dwelling on said Lot. No lease shall be for a period less than one (1) year.

**Section 24. Exterior Surface of Dwellings.**

The visible exterior walls of all dwelling structures shall be made of wood, brick, brick veneer, cut stone or of any combination thereof. Fieldstone, ledge rock or stucco may also be used, so long as any of these materials alone, or in combination, do not exceed fifty percent (50%) of the total of all visible exterior walls. The Committee may grant such exceptions to this restriction as it deems suitable. The use of asphalt, cement block, cinder, slag, or plywood (unless finished in an approved imitation stucco or similar appearance), and/or imitation brick is prohibited. Windows and doors made of unpainted aluminum or non-factory painted aluminum are prohibited. Windows and doors shall not be included in calculating the total area of visible exterior walls.

**Section 25. Fences and Walls.**

No fence, wall or solid hedge may be erected, grown or maintained in front of or along the front building line of any Lot, except for fences installed by the Declarant or temporary fences that may be installed for marketing or merchandising of new homes built in the Subdivision or fences installed around swimming pools by Owners as required by the Municipality. The side lot line of each corner lot which faces a street shall be deemed to be a second

front building lot line and shall be subject to the same restrictions as to the erection, growth or maintenance of fences, walls or hedges as is hereinbefore provided for front building lines. Fences installed by the Declarant shall be maintained, repaired, and replaced by the Owner of each Lot on which such fence is constructed. All fences must be constructed of pressure treated wood or cedar, brick, stone, wrought-iron or the materials used for the construction of the exterior of the residence and shall be subject to the prior approval of the Committee. All fences or walls must satisfy the requirements of any ordinance of the Municipality which regulates fences or walls.

**Section 26. Signs.**

No sign or billboard of any kind shall be placed, erected or maintained on any Lot. The provisions of this paragraph shall not apply to such signs as may be for purposes of resale by any Owner, except that no signs for purposes of resale may be located on the landscaped berm. Any sign for purposes of resale shall be subject to review and approval by the Committee and the Declarant so long as the Declarant shall hold title to any Lot. The provisions of this paragraph shall not apply to signs installed or erected on any Lot by the Declarant or any Builder during such periods as any Lot shall be "for sale" or used as a model or for display purposes by the Declarant or any Builder; provided, however, that such signs must be made in accordance with uniform specifications established by the Declarant.

**Section 27. Driveways.**

All driveways, aprons and parking areas must be paved with concrete, asphalt or brickpavers, subject to the specifications of the Municipality for the portions within the road right-of-way. Alternative materials may be used in the exclusive discretion of the Committee. The driveways must be completed within six (6) months of occupancy.

**Section 28. Destruction of Building by Fire, etc.**

Any debris resulting from the destruction in whole or in part of any dwelling or building on any Lot shall be removed as soon as possible from such Lot in order to prevent an unsightly or unsafe condition.

**Section 29. Landscaping.**

Any Owner taking occupancy of a newly constructed residence upon any Lot between September 1 and May 1 shall have the landscaping improvements, including, but not limited to, trees, plantings, shrubs and lawns, installed by the next July 31. Any Owner taking occupancy of a newly constructed home between May 1 and August 31 shall have the landscaping improvements as described above installed by November 30. The Lot and the right-of-way contiguous to each Lot shall be kept free of weeds by the Owner, and all such landscaping and lawns shall be well-maintained at all times.

**Section 30. Tree Maintenance and Removal.**

No living tree of a height of twenty feet (20') or more or more than eight (8) inches in diameter at three (3') above the

ground shall be removed without the approval of the Committee, except for trees which are less than twenty feet (20') from any part of the building (including decks and patios) or which are in the location of proposed driveways. The Owner shall treat or remove any diseases or blighted tree forthwith. Other than as permitted above, no person shall do any act, the result of which could reasonably be expected to cause damage to or destruction to any tree. In addition to these requirements, the Owner shall comply with the Woodlands Ordinance adopted by the Municipality, as amended from time to time.

**Section 31. Sidewalks.**

Each Owner shall install a sidewalk in the road right-of-way adjacent to his Lot and shall maintain, repair and replace such sidewalk in accordance with the requirements of the Municipality and the Association. Each Owner shall keep the sidewalk reasonably free of ice, snow and debris. /

**Section 32. Street Trees.**

Each Owner or Builder shall pay to the Declarant, at the time of the purchase of a lot, a street tree fee which will cover the cost of installation of the required street trees, in accordance with the City of Novi Ordinance No. 95-45.19. Lots less than 105 feet in width shall have two (2) trees planted in the right-of-way area; lots of 105 feet or greater but less than 140 feet in width shall have three (3) trees planted in the right-of-way area; lots of 140 feet or greater but less than 175 feet in

width shall have four (4) trees planted in the right-of-way area and lots 175 feet or larger in width shall have five (5) trees planted in the right-of-way area. Corner lots shall be considered to have two (2) street frontages and, therefore, street trees will be required based on both frontages. The initial fee shall be Two Hundred Fifty Dollars (\$250.00) per street tree and may be adjusted from time to time to cover the increased cost of the street trees. Once planted, street trees shall be maintained by the Owner of the Lot. A Schedule of Required Street Trees for the Beckenham Subdivision is attached hereto as Exhibit "B" and made a part of this Declaration.

**Section 33. Tree Planting Obligation of Each Owner.**

Each Owner shall plant trees on his respective Lot in locations approved by the Declarant in accordance with the requirements set forth in the Beckenham Subdivision Tree Planting Schedule which is attached hereto as Exhibit "C" and made a part of this Declaration. The trees which each Owner shall plant on his Lot shall be of the size and type described in the Tree Planting Schedule. To ensure that each Owner will perform his/her obligation to install the trees and to landscape their Lot in accordance with Article ~~VII~~, Section ~~22~~<sup>23</sup> of this Declaration, each Owner shall pay the Declarant a deposit in the amount of Seven Thousand Five Hundred and 00/100 (\$7,500.00) Dollars (the "Deposit") at the time of lot release. Once an Owner has planted on his/her Lot all of the trees described in the Tree Planting Schedule for that Lot and completed the landscaping as required in Article ~~VII~~, Section ~~22~~<sup>9</sup> of

this Declaration, the Declarant shall return the Deposit to the Owner. If the Owner fails to plant all of the trees described in the Tree Planting Schedule for his/her Lot, the Declarant may plant the trees not planted by the Owner, pay itself the cost of planting those trees from the Owner's Deposit and collect from the Owner any additional costs incurred by the Declarant that exceed the Deposit. Once planted, trees shall be maintained by the Owner of the Lot on which the trees were planted. If a tree dies, the Owner of the Lot on which the tree was planted shall replace that dead tree with a tree of like species and size.

**Section 34. Custom Mailboxes.**

Custom mailboxes shall be installed for each Lot in the Subdivision, in accordance with the approved mailbox plan from the Novi Post Office. Each Owner is responsible for installing a mailbox which shall only be the type approved by the Declarant and shall be uniform throughout the Subdivision. An Owner may not install or maintain a mailbox not approved by the Declarant. An Owner may not install or maintain a separate receptacle for newspapers, magazines or other similar materials.

**Section 35. Published Rules.**

The Declarant reserves the right to publish from time to time reasonable rules and regulations consistent herewith governing the Subdivision. The Declarant may delegate or assign this right to its successors or the Association.

**ARTICLE VI**  
**ENFORCEMENT**

**Section 1. Enforcement of Rights.**

The Declarant, the Association or any Owner shall have the right to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Declarant, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed an estoppel or a waiver of the right to do so thereafter.

**Section 2. Right of Entry.**

The Declarant or the Association shall have the right to enter upon any Lot for the purposes of mowing, cutting, weeding or removing any unsightly growth which in the opinion of the Declarant or the Association detracts from the overall attractiveness of the health and welfare of the Subdivision. The Declarant or the Association may enter upon the Lots for the purpose of removing any debris or trash from the Lot or to remove any sign which is not permitted or approved by the Association. The Declarant or the Association shall be under no obligation to take such affirmative action. Any cost incurred in such action by the Declarant or Association shall be chargeable against the Owner and shall constitute a lien against the Lot.

**Section 3. Fines.**

The Association may establish a schedule of fines which shall apply to the violation of any provision of the Declaration.



Such fines shall be imposed thirty (30) days after the Association gives written notice to an Owner of the Violation of the provisions of this Declaration, unless during the thirty (30) day period the violation has been corrected. Any fine that is unpaid thirty (30) days after it is imposed shall become a lien on the Lot in the same manner as an Assessment and a notice of lien may be signed by the Association and recorded in the records of the Register of Deeds of Oakland County.

**Section 4. Assessments.**

The remedies relating to the failure of an Owner to pay an Assessment are set forth in Article II, Section 3.10.

**ARTICLE VII**

**EXPANSION**

**Section 1. Annexation of Additional Lots and/or Common Area.**

The Declarant reserves the right at any time or times in the future to amend this Declaration by adding to it any Subsequent Phase. Such Subsequent Phase may or may not contain Common Areas. Any such amendment(s) to this Declaration shall provide that the Owners of all residential lots in Subsequent Phases shall be required to be Members of the Beckenham Homeowners Association and shall be subject to the covenants, restrictions, easements, charges and liens set forth herein. Such amendment(s) shall also provide that the Common Areas contained within the Subdivision and Subsequent Phases shall be for the use and benefit of all Owners of Lots in the Subdivision and all subdivisions added hereto.

Additional Lots and Common Areas may be annexed to the Association by Declarant without the consent or approval of the Association or any of its Members or any Owner. Annexation by action of the Association shall require the consent of two-thirds (2/3) of its Members.

#### ARTICLE VIII

##### AMENDMENT

The covenants, restrictions and conditions 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 an additional period of ten (10) years. The Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than sixty-seven percent (67%) of the Owners and thereafter by an instrument signed by not less than fifty-one (51%) of the Owners, except that amendments made by the Declarant for the purpose of adding residential lots and/or Common Areas to the Association and making this Declaration apply to such lots and/or Common Areas, shall not require the vote or signature of any Owners, the Association or any Members thereof. No amendment may be adopted without the consent of the Declarant at any time in which it owns one (1) or more Lots in the Subdivision. Any amendment must be recorded with the Oakland County Register of Deeds before the amendment becomes affective.

**ARTICLE IX****GENERAL PROVISIONS****Section 1. Severability.**

Invalidation of any one of these easements, covenants, restrictions or conditions by judgement or court order shall not affect any other provisions, which remaining provisions shall continue in full force and effect.

**Section 2. Assignment or Transfer of Rights and Powers.**

Except as expressly limited by the Declaration, the Declarant reserves the right to assign to the Association, in whole or in part, from time to time, any or all of the rights, powers, titles, easements and estates hereby reserved or given to the Declarant including the right and power to approve or disapprove any use, act, proposed action, or any other matter or thing. Any such assignment or transfer shall be made by appropriate instrument, in writing, and such assignee shall thereupon have the same rights and powers, and be subject to the same obligations and duties as herein given, reserved to and assumed by the Declarant in connection with the rights, powers and easements so assigned, and such instrument when executed by such assignee shall without further act, release the Declarant from all obligations, duties and liabilities in connection therewith.

**Section 3. Appointment Of Declarant As Attorney In Fact.**

All Owners, their successors and assigns hereby irrevocably appoint the Declarant as their agent and attorney-in-fact for the

purpose of executing any document necessary to allow Declarant to do any thing which Declarant is entitled to do under the terms of this Declaration.

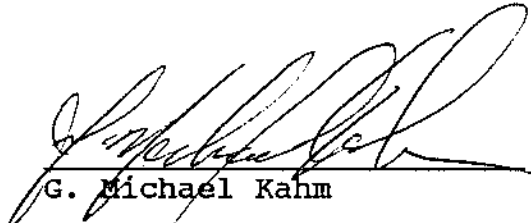
**Section 4. Additional Signatories.**

The Parties who, in addition to the Declarant, sign this Declaration, hereby accept, adopt, confirm, ratify and subject their respective interests in the Subdivision to the easements, covenants and restrictions contained herein.

IN WITNESS WHEREOF, the undersigned, having obtained the consent of all parties with an ownership interest or security interest in the Subdivision, have executed this Declaration on the 30th day of May, 1996, on the dates set forth in their respective acknowledgments.

WITNESSED:

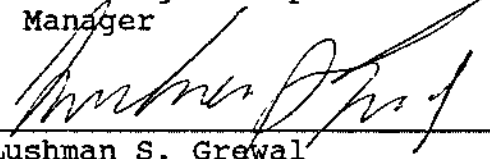
DECLARANT:

  
 \_\_\_\_\_  
 G. Michael Kahm

SINGH OF BECKENHAM L.L.C.  
 a Michigan limited liability  
 company

By: Singh General Corp.,  
 a Michigan corporation  
 Its: Manager

  
 \_\_\_\_\_  
 Jane Dietrich

By:   
 \_\_\_\_\_  
 Lushman S. Grewal  
 Vice President

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 30th day of May, 1996, by Lushman S. Grewal, who is the Vice President of Singh General Corp., a Michigan corporation, Manager of SINGH OF BECKENHAM L.L.C., a Michigan limited liability company.

Jane Dietrich Smith  
Jane Dietrich Smith, Notary Public  
Oakland County, Michigan  
My Commission Expires: 04/30/97

WITNESSED:

MORTGAGEE:

Comerica Bank,  
a Michigan banking corporation

G. Michael Kahm  
G. Michael Kahm  
Jane Dietrich  
Jane Dietrich

By: Lesa Nash  
Lesa Nash  
Its: Vice President

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 30th day of May, 1996, by Lesa Nash, who is the Vice President of Comerica Bank, a Michigan banking corporation.

Jane Dietrich Smith  
Jane Dietrich Smith, Notary Public  
Oakland County, Michigan  
My Commission Expires: 04/30/97

This instrument drafted by and after recording return to:

G. Michael Kahm  
Singh Development Co., Ltd.  
219 Elm Street  
Birmingham, Michigan 48009

EXHIBIT "A"BECKENHAM SUBDIVISION  
Novi, Michigan

## LEGAL DESCRIPTION

A PART OF THE SOUTHEAST 1/4 OF SECTION 29, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 29; THENCE NORTH 89°34'55" WEST, 33.00 FEET, ALONG THE SOUTH LINE OF SAID SECTION 29 AND THE CENTERLINE OF NINE MILE ROAD; THENCE NORTH 00°09'38" EAST, 33.00 FEET; TO THE NORTHERLY RIGHT-OF-WAY OF SAID NINE MILE ROAD (said point also being on the Westerly Right-Of-Way of Beck Road), AND THE POINT OF BEGINNING; THENCE NORTH 89°34'55" WEST, 1326.28 FEET, ALONG THE NORTHERLY RIGHT-OF-WAY OF SAID NINE MILE ROAD; THENCE NORTH 00°26'42" EAST, 606.00 FEET; THENCE NORTH 89°34'55" WEST, 561.20 FEET; THENCE NORTH 00°20'15" EAST, 230.00 FEET; THENCE SOUTH 89°34'55" EAST, 270.00 FEET; THENCE NORTH 00°20'15" EAST, 300.00 FEET; THENCE NORTH 89°34'55" WEST, 300.00 FEET; THENCE NORTH 00°20'15" EAST, 398.50 FEET; THENCE SOUTH 89°34'57" EAST, 592.94 FEET; THENCE SOUTH, 89°36'53" EAST; 1143.03 FEET THENCE SOUTH 00°09'38" WEST, 276.11 FEET; THENCE SOUTH 89°50'22" EAST, 175.63 FEET, TO THE WESTERLY RIGHT-OF-WAY OF SAID BECK ROAD; THENCE SOUTH 00°09'38" WEST, 1259.85 FEET, ALONG THE WESTERLY RIGHT-OF-WAY OF SAID BECK ROAD TO THE POINT OF BEGINNING. ALL OF THE ABOVE CONTAINING 55.883 ACRES. ALL OF THE ABOVE BEING SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAYS OF RECORD.

THE ABOVE LEGAL IS N.K.A.

BECKENHAM SUB.

LOTS 1-58

22 29-478-000

243008

## EXHIBIT "B"

BECKENHAM SUBDIVISION  
 SCHEDULE OF  
 REQUIRED STREET TREES

LOT #	LOT FRONTAGE	NUMBER OF REQUIRED STREET TREES
1	138.40	3
	224.68	5
2	105.63	3
3	110.00	3
4	110.00	3
5	109.59	3
6	95.60	2
7	86.90	2
8	110.00	3
9	126.63	3
10	148.71	4
	210.19	5
11	121.00	3
12	96.44	2
	140.19	4
13	108.12	3
14	111.05	3
15	116.59	3
16	110.00	3
17	110.00	3
18	118.33	3
19	124.61	3
	184.43	5
20	110.00	3
21	110.00	3
22	103.83	2
23	100.47	2

**BECKENHAM SUBDIVISION  
SCHEDULE OF  
REQUIRED STREET TREES**

LOT #	LOT FRONTAGE	NUMBER OF REQUIRED STREET TREES
24	100.81	2
25	121.76	3
26	86.86	2
27	81.53	2
28	81.53	2
29	248.24	5
30	127.24	3
	150.00	4
31	93.64	2
32	83.45	2
33	92.97	2
34	125.00	3
	235.99	5
35	120.00	3
	163.70	4
36	110.00	3
37	118.00	3
38	192.47	5
39	128.36	3
40	99.22	2
41	99.22	2
42	84.85	2
43	81.53	2
44	81.53	2
45	290.89	5
46	104.82	2
	170.99	3
47	119.46	3



BECKENHAM SUBDIVISION  
SCHEDULE OF  
REQUIRED STREET TREES

LOT #	LOT FRONTAGE	NUMBER OF REQUIRED STREET TREES
48	103.14	2
49	113.33	3
50	152.28	4
51	124.00	3
52	137.59	3
53	107.47	3
	130.24	3
54	127.90	3
55	127.90	3
56	122.05	3
57	101.04	2
58	118.14	3

EXHIBIT "C"

11882 16314 PC 230

BECKENHAM SUBDIVISION  
TREE PLANTING SCHEDULE

LOT #	EVERGREEN	LARGE DECIDUOUS	SMALL DECIDUOUS	TOTAL
1	2	4	4	10
2	1	4	3	8
3	1	4	3	8
4	1	4	3	8
5	1	4	3	8
6	1	4	3	8
7	1	2	2	5
8	1	3	2	6
9	1	4	3	8
10	2	4	4	10
11	2	4	4	10
12	2	4	4	10
13	1	3	3	7
14	1	3	3	7
15	1	3	2	6
16	1	3	2	6
17	1	3	3	7
18	1	4	3	8
19	1	4	3	8
20	2	4	4	10
21	2	4	4	10
22	2	4	4	10
23	2	4	4	10
24	2	4	4	10
25	2	4	4	10
26	2	4	4	10
27	1	3	2	6
28	1	3	2	6
29	2	4	3	9
30	2	4	3	9

BECKENHAM SUBDIVISION  
 TREE PLANTING SCHEDULE

LIST 16314 PG 231

LOT #	EVERGREEN	LARGE DECIDUOUS	SMALL DECIDUOUS	TOTAL
31	1	4	3	8
32	1	3	2	6
33	1	3	2	6
34	2	4	4	10
35	2	4	4	10
36	2	4	3	9
37	1	4	3	8
38	1	1	1	3
39	1	1	1	3
40	1	1	1	3
41	1	2	2	5
42	1	2	2	5
43	1	2	2	5
44	1	2	2	5
45	1	2	2	5
46	1	3	2	6
47	1	2	1	4
48	1	2	2	5
49	1	2	2	5
50	1	2	2	5
51	1	2	2	5
52	1	3	2	6
53	1	3	2	6
54	1	3	3	7
55	1	3	3	7
56	1	3	2	6
57	1	2	2	6
58	1	3	3	7

TREES MUST BE SELECTED FROM THE FOLLOWING LIST:

LIBER 16314-232

EVERGREENS SPECIES	MIN. SIZE	LARGE DECIDUOUS SPECIES	MIN. SIZE	SMALL DECIDUOUS SPECIES	MIN. SIZE
COLORADO SPRUCE (Limit one per lot in sunny areas only)	8'	OAKS (Except for Pin Oaks)	2½"	FLOWERING DOGWOOD	2½"
WHITE SPRUCE (Sunny areas only)	8'	BLACK GUM TUPELO	2½"	CORNELIAN CHERRY	2½"
		BLACK ALDER	2½"		
WHITE PINE	8'	BEECH	2½"	THORNLESS HAWTHORN	2½"
NORWAY SPRUCE (Sunny areas only)	8'	LINDENS	2½"	REDBUD	2½"
HEMLOCK	8'	LONDON PLANETREE	2½"	MAGNOLIA	2½"
		MALE GINKGO	2½"	AMELANCHIER	2½"
		THORNLESS HONEYLOCUST	2½"	CRAB APPLE (Disease Resistant)	2½"
		KATSURA TREE	2½"	SORREL TREE	2½"
		PAGODA TREE	2½"	SARGENT CHERRY	2½"
		SWEET GUM	2½"		
		TULIP TREE	2½"		
		MALE TURKISH FILBERT	2½"		
		HACKBERRY	2½"		
<b>SIZE:</b> Height, measured from the tree base at grade to the top of the tree.		<b>SIZE:</b> Caliper, measured as the diameter of the tree trunk at four (4') feet above the base at grade.			