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ROYAL CROWN ESTATES
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

Courtesy of The DiMora Team

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Jeff Day

ROYAL CROWN ESTATES
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

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EXHIBIT LIST

A. Legal Description of Property

B. Legal Description of Phase I

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ROYAL CROWN ESTATES
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions is made this 13th day of June, 1989, by BEZTAK DUNBARTON LIMITED PARTNERSHIP, a Michigan limited partnership, whose address is 31731 Northwestern Highway, Suite 201E, Farmington Hills, Michigan 48018 (hereinafter sometimes referred to as "Developer").

R E C I T A L S :

- A. Developer is the owner of certain real property located in the City of Novi, County of Oakland, State of Michigan, which is described on Exhibit A attached hereto and made a part hereof.
- B. Developer desires to develop said property in Phases, as such Phases shall be described in the plat or plats of subdivision recorded by Developer, said Phases being part of the overall proposed development known as Royal Crown Estates.
- C. Developer desires to: promote the proper use and appropriate development and improvement of the above-referenced property known as Royal Crown Estates; protect the owners of the property therein against improper use of surrounding lots as may depreciate the value of the property; guard against the construction of buildings with improper or unsuitable materials; promote adequate and reasonable development of said property; encourage the construction of attractive improvements thereon and establish appropriate location thereof to secure and maintain proper setbacks from the streets and adequate free spaces between structures; promote high standards of maintenance and operation of community facilities; open areas and services for the benefit and convenience of all owners of the property and all residents; and in general provide for a residential subdivision of the highest quality and character.

NOW WHEREFORE, Developer hereby declares that the real property described on Exhibit A attached hereto is, and any parcels and lots into which said property may be divided is, and shall be, held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations and grants hereinafter set forth, together with such other conditions, covenants, restrictions, reservations and grants which are hereafter recorded with respect to said property; all of which conditions, covenants, restrictions, reservations and grants are for the benefit of and shall run with and bind the property and all parties having any right, title or interest in the property or any part thereof, or improvements thereon, as well as their heirs, successors and assigns.

ARTICLE I
DEFINITIONS

1. "Association" shall mean Royal Crown Estates Homeowners Association, a Michigan non-profit corporation to be formed by Developer for the purposes described herein, and its successors and assigns.

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2. "Common Areas" shall mean those portions, if any, of the Property (including any improvements thereon) for the common use and enjoyment of the Owners, which are designated as open space, active recreation, park, retention ponds and other common areas on the recorded plat(s) for Phase I, Phase II and any Phases thereafter.
3. "Developer" shall mean Beztak Associates, Ltd., a Michigan limited partnership, its successors and assigns.
4. "Lot" shall mean each unit of land designated for residential use and the construction thereon of a single family dwelling unit, as identified on the recorded plat(s) of subdivision with respect to Phase I and all subsequent Phases.
5. "Member" shall mean a member of the Royal Crown Estates Homeowners Association.
6. "Owner" shall mean the holder or holders of the record fee simple title to, and/or the land contract purchaser of, a Lot, whether one or more persons or entities. The term "Owner" shall not include any mortgagee or any other person or entity having an interest in a Lot merely as a security for the performance of an obligation, unless and until such mortgagee or other person or entity shall have acquired fee simple title to such Lot by foreclosure or other proceeding or conveyance thereof in lieu of foreclosure. In the event that more than one person or entity owns an interest in the fee simple title to a Lot, or in the event any Lot is subject to a land contract, then the interests of all such persons or entities, and the interest of the land contract seller and purchaser, collectively shall be that of one Owner.
7. "Phase I" shall mean that portion of the Property which is described on Exhibit B attached hereto and made a part hereof, together with all Lots and Common Areas, if any, as described on the plat of the subdivision which is now or hereafter recorded by Developer with respect to said portion of the Property.
8. "Phase II and Any Phases Thereafter" shall mean such portions of the Property, together with all Lots and Common Areas, if any, as described on the plats of the subdivisions for such Phases which are hereafter recorded by Developer with respect to said portion of the Property.
9. "Property" shall mean that certain real property described on Exhibit A attached hereto and previously made a part hereof; which Property includes Phase I and subsequent Phases of the overall proposed development known as Royal Crown Estates.
10. "Wetlands" shall mean those portions of the Property which are designated as wetlands on plans prepared by Warner, Cantrell and Padmos, Inc., No. SP 87-57 WET, dated July 6, 1988, and approved by the City of Novi Planning Commission on July 6, 1988, and/or which are designated as such by any other governmental unit or agency having jurisdiction over the Property.
11. "Woodlands" shall mean those portions of the property subject to woodlands protection under the ordinances of the City of Novi.

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ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

The real Property which is subject to and which shall be held, transferred, sold, conveyed and occupied pursuant to this Declaration is more particularly described on Exhibit A attached hereto and previously made a part hereof.

ARTICLE III
ROYAL CROWN ESTATES HOMEOWNERS ASSOCIATION

Section 3.01. Creation and Purposes. Developer shall, within six (6) months from the date of this Declaration, form a non-profit corporation in accordance with the Michigan Non-Profit Corporation Act, Act No. 162 of the Public Acts of 1982, which shall be known as the Royal Crown Estates Homeowners Association or such other name as may be designated by Developer, and the Association and its Members shall have those rights and obligations which are set forth in this Declaration and in the Articles of Incorporation and By-Laws of the Association.

The purposes of the Association shall be to maintain all Common Areas for the common use of all residents and owners of platted and unplatted Lots therein, and to arrange for the provision of services and facilities for common benefit, and in general to maintain and promote the desired character of Royal Crown Estates.

Section 3.02. Membership. Developer and every Owner of a Lot shall be a Member of the Association. Every Lot Owner shall become a Member commencing on the date on which said Owner is conveyed fee simple title to said Lot or, if applicable, the date on which a land contract purchaser enters into a land contract to purchase said Lot. All membership rights and obligations shall be appurtenant to and may not be separated from ownership of any Lot.

Section 3.03. Voting Rights. The Association shall have two (2) classes of Voting Members, which are as follows:

(A) Class A Members shall consist of all Owners of Lots other than Developer. Each Class A Member shall be entitled to one vote on each matter submitted to a vote of Members for each Lot owned by the Class A Member. Where title to a Lot is in more than one person or entity, all such persons or entities shall be Members and jointly shall be entitled to only one vote per Lot. Where a Lot has been sold pursuant to a land contract, the purchaser under said land contract shall be entitled to the vote for said Lot. Such multiple Owners (including co-purchasers under a land contract) may exercise said one vote per Lot as they may mutually agree, and such co-owners or co-purchasers shall notify the Association in writing of the person entitled to exercise such vote. In the event any multiple Owners fail to provide such notice to the Association within thirty (30) days prior to the date set for a meeting, the Owner whose name first appears on record title shall be deemed to be the Member authorized to vote on behalf of all the multiple Owners and any vote cast in person or by proxy by said Owner, or the failure of

said Owner to vote, shall be binding upon all such multiple Owners.

(b) Developer shall be a Class B Member. In order to assure the orderly development and maintenance of the Property and the Common Areas in Phase I and later Phases, the Class B Member shall be entitled to three (3) votes for each Lot owned within Phase I and all other Phases shown on the Tentative Preliminary Plat approved by the Novi City Council on July 25, 1988, whether or not a final plat for each such Phase has been recorded at the time said voting rights may be exercised. Class B membership shall terminate as to any Lots owned by Developer at the time any such Lot is sold or conveyed to an Owner other than Developer, which Owner shall thereafter be a Class A Member.

Section 3.04 Articles and By-Laws. The Association shall be organized, governed and operated in accordance with its Articles of Incorporation and By-Laws, which shall be consistent with the provisions and purposes of this Declaration. In the event there exists any conflict between the provisions contained within the Association Articles of Incorporation and By-Laws and the provisions contained within this Declaration, the provisions of this Declaration shall control.

Section 3.05 Directors. The right to manage the affairs of the Association shall be exclusively vested in the Association Board of Directors. The Developer shall be the sole Director until such time as fifty (50%) percent of the Lots within all Phases have been sold and conveyed by Developer, or until such earlier time as Developer may elect, in its discretion. Thereafter, the Board of Directors shall consist of five (5) members, who shall be elected by the Members of the Association in accordance with the provisions of the Articles of Incorporation and By-Laws of the Association.

ARTICLE IV RIGHTS IN COMMON AREAS

Section 4.01 Right of Members to Use Common Areas. Each Member of the Association shall have the right and non-exclusive easement to use the Common Areas for the purposes provided herein. Such right and easement shall be appurtenant to, and shall pass with title to, every Lot and unplatted portion of the Property.

The Common Areas shall be retained as open park and recreation areas to be used solely for sports, recreation, social, civic and cultural activities, and no dwellings shall be erected thereon. In addition, the Common Areas shall be used subject to the following provisions:

- (a) There shall be no activity within any Wetlands or Woodlands except such as is permitted by applicable statutes, ordinances, rules and regulations of those governmental units having jurisdiction.
- (b) The Common Areas shall be used and maintained in accordance with the provisions of all maintenance and/or easement agreements which are now or hereafter entered into

by and between Developer and/or the Association and the City of Novi with respect to the Property or any portion thereof, and any amendments to such agreements.

(c) The Association shall have the right to establish rules and regulations as the Board of Directors may be deem necessary or desirable for the safe, orderly and convenient operation and use of the Common Areas and the improvements, equipment or facilities located thereon.

(d) The Association shall have the right to suspend the voting rights of any Member and the right of any person to use the Common Areas or the facilities located thereon for any period during which any assessment against such Member's Lot is delinquent and for a period not in excess of thirty (30) days for any infraction of any rules or regulations promulgated by the Board of Directors.

(e) The Association shall have the right to charge reasonable admission and other fees for the use of any facility or improvement located in the Common Areas.

(f) The Association shall have the right to establish such rules and regulations as the Board of Directors may deem necessary or desirable for the preservation of any Wetlands and Woodlands located on any portion of the Property.

Section 4.02 Title to Common Areas. At such time as the Association has been formed and organized the Developer may, in its discretion, convey title to the Common Areas to the Association. In any event, Developer shall convey all of the Common Areas within Phase I of the Property at or before such time as the fee simple interest in seventy-five (75%) percent of the Lots in Phase I of the Property have been conveyed by Developer. The Developer shall convey all Common Areas, if any, in each later Phase at or before such time as the fee simple interest in seventy-five (75%) percent of the Lots in the applicable Phase have been conveyed by Developer. The conveyance of the Common Areas shall be subject to any easements reserved, dedicated or created by Developer (in accordance with Sections 4.03 or 6.30 (below) and the terms and provisions of any Open Space maintenance agreements or other Common Area maintenance and/or easement agreements entered into with the City of Novi prior to the date of conveyance.

Section 4.03 Common Area Easements. Developer, the Association and the City of Novi, their agents and representatives, shall have a perpetual easement for reasonable access to the Open Spaces and other Common Areas at all reasonable times for purposes of maintenance, repair, operation and improvement thereof.

Prior to the conveyance of the Common Areas by Developer to the Association in accordance with Section 4.02 above, Developer, subject to all applicable municipal ordinances, including the Woodlands Ordinance of the City of Novi, shall have the exclusive right to dedicate or transfer all or any part of the Common Areas to the public use and the exclusive right to reserve, dedicate and/or grant public or private easements within the Common Areas for the construction, installation, repair, maintenance and replacement of rights-of-way, walkways, bicycle

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paths, water mains, sewers, drains, retention basins, water wells, electric lines, telephone lines, gas mains, cable television and other telecommunication lines and other public and private utilities, including all equipment, facilities and appurtenances relating thereto. Developer reserves the right to assign any such easements to units of government or public utilities. The location and configuration of such easements shall be determined by Developer in its discretion. Developer shall not be obligated to make any improvements to the Common Areas, to provide recreational facilities or to construct or install any buildings, structures or other improvements in the Common Areas, except as may be required by the City of Novi in its final approval of any site plan or plat for any Phase of the Property.

Upon conveyance by Developer to the Association of title to the Common Areas, the Association shall have the right to dedicate or transfer all or any part of the Common Areas to the public use and the right to reserve, dedicate or grant public or private easements for such purposes and subject to such conditions as may be agreed upon by the Members. Provided, however, that any dedication, transfer or dedication as to the conditions thereof shall be effective only upon the execution of an instrument signed by the holders of two-thirds of each Class of all outstanding Class A votes and Class B votes and provided further that any dedication, transfer or determination as to the conditions thereof shall be effective only upon the prior consent of the City of Novi.

ARTICLE V COVENANTS FOR MAINTENANCE AND CAPITAL CHARGES

Section 5.01 Obligation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot, other than Developer, by accepting conveyance of such Lot, or, by entering into a land contract for the purchase of such Lot, shall be deemed to covenant and agree to pay to the Association when due the assessments described below, regardless of whether or not such covenant shall be expressed in such instrument of conveyance or land contract.

(a) annual assessments to meet regular Association expenses, which shall include such assessments required to maintain any easement referenced in Sections 4.03 or 6.30 of this Declaration; and

(b) special assessments for capital improvements, to be established and collected as set forth below; and

(c) special assessments for maintenance of Owners' premises, to be established and collected as set forth below; and

(d) all other assessments for taxes, levies, assessments or other charges lawfully imposed or charged to the Association with respect to the Common Areas.

The foregoing assessments, together with such interest thereon and costs of collection thereof (including court costs and reasonable attorneys' fees) which are described below, shall be a lien on the Lot against which they are made and all improvements thereon. Each such assessment, together with interest

thereon at the greater of seven (7%) percent per annum or at the rate provided in such assessment, and the costs of collection thereof, in addition to constituting a lien on such Lot and improvements, shall also constitute a personal obligation of the person who was the Owner of the Lot on the date the assessment was established.

Section 5.02 Purpose of Annual Assessments. The annual assessments levied under this Article V and the working capital funds required under Section 5.03(c), shall be used by the Association for the purpose of: (i) promoting the recreation, health, welfare and safety of the residents of the Property; (ii) improving, landscaping and maintaining the Common Areas; (iii) providing services and facilities for the benefit of residents of the Property; (iv) maintaining, beautifying and improving the streets, parkways, rights-of-way and entrance ways within the property; and (v) discharging any taxes, insurance premiums and mortgage installments relating to the Common Areas and improvements thereon.

Section 5.03 Annual Assessments. Commencing in the year the Association is formed, and for each fiscal year of the Association thereafter, annual assessments shall be levied and paid in the following manner:

(a) The Board of Directors of the Association shall levy against each Lot an assessment, based upon the projected costs, expenses and obligations of the Association for the ensuing fiscal year, which assessment shall be a specified amount per Lot.

(b) For the first year in which the Association is formed, the annual assessment shall be the amount of One Hundred Twenty and 00/100 (\$120.00) Dollars per Lot. Within thirty (30) days from the beginning of each fiscal year of the Association thereafter, the Board of Directors shall send a written notice of assessment to each Owner stating the amount of the assessment established by the Board of Directors for the ensuing year. Each Owner shall pay said assessment within thirty (30) days from the date said written statement is mailed. Assessments not paid within said thirty (30) day period shall be deemed delinquent and interest shall accrue on delinquent assessments at the rate of seven (7%) percent per annum.

(c) Any Owner who acquires a Lot from Developer or from a person or entity exempt from the payment of assessments under Section 5.07 below, shall pay to the Association, on the date said Lot is conveyed to the Owner: (i) the amount of One Hundred Fifty and 00/100 (\$150.00) Dollars, which constitutes a one-time, non-refundable contribution to the Association's working capital account (and not a prepayment of any annual or special assessment); and (ii) an amount equal to the prorated balance of any annual assessment and special assessment, if any, established for the then current assessment period, based upon the number of days remaining in the then current assessment period from the date of conveyance. For each fiscal year thereafter, such Owner shall be liable for any and all assessments levied in accordance with this Article V.

(d) The fiscal year of the Association shall be established in the manner set forth in the Association's By-Laws.

(e) The Board of Directors, in its discretion, may establish an installment program for the payment of any regular, special or deficit assessment and may charge interest in connection therewith.

Section 5.04 Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 5.03 above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any improvements on the Common Areas, including any fixtures, equipment and other personal property relating thereto, provided, however, that no such special assessment shall be levied unless first approved by sixty (60%) percent of the total ~~of the~~ ^{of the} ~~Class~~ ^{Class} A and Class B votes, cast in person or by proxy at a meeting of the Association Members duly called for such purposes. Written notice of such meeting shall be sent to all Members at least thirty (30) days in advance of the meeting, ~~which~~ ^{wherein} notice shall set forth the purpose of the meeting. Any such special assessments shall be due and payable according to the terms and conditions and in the manner specified in the resolution of the Association. Any special assessment not paid when due shall be deemed delinquent and interest shall accrue on such delinquent assessment at the rate of seven (7%) percent per annum.

The quorum required for the first meeting called for the purpose of voting on a special assessment shall be at least ninety (90%) percent of all the then authorized votes present, either in person or by proxy. If the required quorum is not present at the first meeting called for the purpose of considering the special assessment, another meeting may be called for said purpose, with notice thereof to be given as provided for in this Section 5.04 and the required quorum at any such subsequent meeting shall be two-thirds (2/3) of the required quorum for the first meeting, provided that such second meeting is held within sixty (60) days from the date of the first meeting.

Section 5.05 Uniform Assessment Rate; Assessments Against Specific Properties.

(a) Subject to Section 5.05(b) below, all annual, special and deficit assessments shall be fixed and established at the same rate for all Lots within the Property.

(b) Notwithstanding Section 5.05(a) above, and in addition to the assessments otherwise authorized in this Article V, the Association may levy a special assessment against one or more specific Lots, for the purpose of maintaining and caring for the surface thereof and any plantings, landscaping or other vegetation located thereon. A special assessment for such purposes shall not be levied except in compliance with the following procedures:

(i) The Association shall determine that the appearance of a Lot, or a portion thereof, significantly detracts from the appearance and attractiveness of the remainder of the Property or otherwise constitutes a violation of the restrictions set forth in

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Article VI hereinbelow. Such determination shall be made by a vote of the Members in the same manner as required in Section 5.04.

(ii) Written notice of such determination which specifies the nature of the unsatisfactory condition and the actions required to remedy the unsatisfactory condition, shall be delivered to the Owner of the offending Lot.

(iii) The Owner shall have a period of not less than thirty (30) days from the date said Owner receives the above referenced notice to commence the required work.

(iv) If the Owner has not commenced the required work within said thirty (30) day period or, if having commenced such work, it is not completed within a reasonable time after commencement, the Association shall have the right to enter upon the Owner's property, complete the required work and assess the cost against such Lot; provided, however, such cost shall not exceed the reasonable cost for performing such work.

(v) Any assessment levied under this Section 5.05(b) shall be due and payable thirty (30) days from the date the Owner receives a statement. Any such assessment not paid when due shall be deemed delinquent and interest shall accrue on such delinquent assessment at the rate of seven (7%) percent per annum.

Section 5.06 Certificate With Respect to Assessments.
Upon the written request of any Owner, the Association shall furnish, within a reasonable time, a written certificate regarding the status of any assessments levied against such Owner's Lot(s). Any such certificate, when properly issued by the Association, shall be conclusive and binding with regard to the status of the assessment as between the Association and any bona fide purchaser of said Lot(s) described in the certificate and the lender who has taken a lien on said Property as security for the repayment of a loan.

Section 5.07 Exemptions from Assessments.

(a) All Lots owned by Developer shall be exempt from all regular, special and deficiency assessments. Upon conveyance of any Lot by Developer to a Class A Member, the exemption for each such Lot shall thereupon cease and such Lot shall then be liable for the prorated balance of that year's established annual assessment and special assessment, if any. Notwithstanding the foregoing, however, any Lots owned by Developer shall not be exempt from assessments by the City of Novi for real property taxes and other charges.

(b) Builders, developers and real estate companies who own or hold any Lot(s) for resale to customers in the ordinary course of business shall not be liable for the payment of any regular, special or deficit assessments imposed by the terms of this Article V; provided, however, that any exemption established by this Section 5.07(b) shall cease and terminate as to any Lot contained in any Phases in the event construction is not commenced within two (2) years

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from the date the plat of subdivision for the applicable Phase has been recorded.

Section 5.08 Subordination of Liens to Mortgages.
The lien for assessments provided for in this Article V shall be subordinate to the lien of any mortgage or mortgages held by any bank, savings and loan association, insurance company, mortgage company or other similar institution existing of record at the time the lien for assessments shall be imposed. Sale or transfer of a Lot, or any portion thereof, shall not affect the assessment lien. However, the sale or transfer of any Lot in connection with a mortgage foreclosure proceeding, or any proceeding in lieu thereof, shall extinguish the lien of the assessments, interest and charges, which became due prior to such sale or transfer, but in no such event shall the prior Owner of said Lot be relieved of any liability for such obligations and debts. No sale or transfer pursuant to any foreclosure proceeding, or any proceeding in lieu thereof, shall relieve any Lot from any assessments thereafter levied or from the lien accruing from such assessments, and no subsequent sale or transfer shall release such Lot from liability for any assessment, interest or charges which thereafter become due or from any lien therefor.

Section 5.09 Collection of Assessment and Creation of Lien. If any assessment shall not be paid within thirty (30) days from the date payment is due, the Association may sue the Owner and obtain a personal judgment against said Owner and/or may enforce the lien in the Circuit Court for Oakland County, Michigan in the same manner as, and by following similar procedures which are required for, the foreclosure of mortgages, whether by advertisement or judicial action, including the allowance of such costs and reasonable attorneys' fees as would be taxable in the foreclosure of a mortgage.

Section 5.10 Deficiency by the City of Novi. In the event the Association fails at any time to maintain the Common Areas in reasonable order and condition, the City of Novi may serve written notice upon the Association setting forth the manner in which the Association has failed to maintain the Open Spaces or other Common Areas and such notice shall include a demand that deficiencies of maintenance be cured within thirty (30) days thereof and shall further state the date and place of a hearing thereof before the City Counsel or such other board, body or official to whom the City Counsel shall delegate such responsibility, which shall be held within fourteen (14) days of such notice.

If deficiencies set forth in the original notice, or any modification thereof, shall not be cured within such thirty (30) day period or any extension thereof, the City of Novi, in order to prevent the Common Areas from becoming a nuisance, may maintain the same and the costs of maintenance shall be assessed against the Owners of the Lots and their respective successors and assigns, which assessment shall be payable in the manner required by 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.

ARTICLE VI GENERAL RESTRICTIONS

Section 6.01 Land and Building Use Restrictions. All Lots in Royal Crown Estates shall be used for private residential

purposes only and no building, except an existing building or as specifically authorized elsewhere in this Declaration, shall be erected, re-erected, placed or maintained or permitted to remain thereon, except one (1) single family private dwelling or model home and an attached private garage containing not less than two (2) nor more than four (4) parking spaces for the sole use of the Owner or occupants of the dwelling. No other accessory building or structure may erected in any manner or location without the prior written consent of Developer. All permitted dwellings erected, altered, placed or permitted on any Lot shall be limited to the greater of thirty-five (35) feet in height or two and one-half (2½) stories.

Section 6.02 Dwelling Quality and Size. It is the intention and purpose of this Declaration to insure that all dwellings in Royal Crown Estates shall be of quality design, workmanship and materials approved by Developer. All dwellings shall be constructed in accordance with the applicable governmental building codes, ordinances and/or regulations and with such further standards as may be required by this Declaration or by Developer, its successors and/or assigns. The minimum square footage of floor area of a dwelling, exclusive of attached garages, steps, opened and/or closed porches, breezeways and similar facilities, shall be: (i) for one-story dwellings, not less than one thousand eight hundred (1,800) square feet; (ii) for two-story dwellings (including, but not limited to, bi-levels and tri-levels), not less than two thousand one hundred (2,100) square feet.

Notwithstanding the foregoing, the Developer or the Architectural Control Committee referred to in Section 7.03 below, as the case may be, shall be entitled to grant exceptions to the above-referenced minimum square footage restrictions to the Owner of a Lot who applies for such exception; provided said Owner demonstrates to the satisfaction of Developer or the Architectural Control Committee, as the case may be, that a reduction in the square footage requirement as to said Owner will not adversely affect the quality of the subdivision or lessen the value of the homes surrounding the home to be constructed by the Owner on such Lot. In no event, however, shall the minimum square footage requirement for one-story buildings be reduced below one thousand six hundred (1,600) square feet and the minimum square footage for two-story dwellings (including, but not limited to, bi-levels and tri-levels) be reduced below one thousand nine hundred (1,900) square feet. Any such exception granted to an Owner shall be evidenced by a written agreement and no such exception shall constitute a waiver of any minimum square footage requirement as to any other Lot or Lot Owner.

Section 6.03 Building Location. Except as provided in Section 6.04, all buildings and structures shall be located on each Lot at least thirty (30) feet from the front lot line. Dwellings and garages shall be located at least thirty-five (35) feet from the rear lot line and at least ten (10) feet from any side Lot line. In addition, all buildings and structures on any corner Lots shall be located at least thirty (30) feet from any side street lot line. For purposes of these set back and side yard provisions, eaves, steps and open porches shall not be considered as part of any building or structure.

Section 6.04 Special Building Location Requirements.

All buildings and structures on Lots 1,22,23,35,36,41,42,43,44, 45,46,47,48,54 and 55 within Phase I and on Lots designated on amendments to these Restrictions for later Phases shall be located on each such Lot at least thirty (38) feet from the lot line fronting on White Pine Drive.

Section 6.05 Lot Size. The minimum lot size for each

Lot shall be the Lot size established for said Lot in the applicable recorded plat of subdivision. In the event more than one (1) Lot, or portions thereof, are developed as a single unit (and except as to the obligation of each Lot Owner for any assessments made against each separate Lot), all Restrictions set forth in this Declaration shall apply to such resulting unit in the same manner as to any single Lot.

Section 6.06 Driveways. Access driveways and other

paved areas for vehicular use on a Lot shall have a base of compacted sand, gravel, crushed stone or other approved base material and shall have a wearing surface of concrete or the equivalent thereof. Plans for driveways, pavement edging or markers must be approved by Developer in writing prior to commencing any construction in accordance with such plans. On Lots 1,22,23,35,36,41,48 and 54 within Phase I and on any Lots designated on amendments to these Restrictions for later Phases, there shall be no access for vehicles or pedestrians and no driveways and walkways to and from White Pine Drive.

Section 6.07 Natural Drainage Ways. Where there

exists on any Lot(s) a condition of accumulation of storm water remaining over an extended period of time, the Owner may, with the written approval of Developer and the City of Novi, take such steps as shall be necessary to remedy such condition, subject to the provisions of Section 6.08 below and provided that no obstructions or diversions of existing storm drain swales and channels, over and through which storm water naturally flows upon or across any Lot, shall be made by an Owner in such manner as to cause damage to other property.

Section 6.08 Building Materials. Exterior building materials may be stone, brick, wood, siding or any other material blending with the architecture and natural landscape which is approved by Developer.

Section 6.09 Home Occupations, Nuisances and Live-

stock. No home occupation, profession or commercial activity shall be conducted in any dwelling located in Royal Crown Estates, with the exception of model homes owned by, or the sales activities of, Developer or builders, developers and real estate companies who own or hold any Lots for resale to customers in the ordinary course of business. No noxious or offensive activity shall be carried on in or upon on any Lot or premises nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, other than normal construction activity. No chickens or other fowl or livestock shall be kept or harbored on any Lot. No animals or birds shall be maintained on any Lot, except customary house pets for domestic purposes only. All animal life maintained on any Lot shall have such provisions and care so as not to become offensive to neighbors or to the community on account of noise, odor, unsightliness and no household pets shall be bred, kept or maintained for any commercial purposes whatsoever. No burning of refuse shall be permitted outside the dwelling, except that the burning of leaves shall be permitted if allowed by ordinance of the City of Novi.

No Lot shall be used or maintained as a dumping ground for rubbish or trash, whether occupied or not.

Section 6.10 Plant Diseases or Noxious Insects. No plants, seeds or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Lot.

Section 6.11 Temporary Buildings, Damaged Dwellings and Reconstruction. No trailer, mobile home, van, tent, shack, garage, barn, out-building or structure of a temporary character shall be used at any time as a temporary or permanent residence, nor shall any basement be used for such purposes; provided however, that the foregoing restriction shall not apply to any activities by Developer or any builder, developer or real estate company during any sales and/or construction periods. All permanent dwellings shall be completed within two (2) years from the commencement of the construction. No old or used buildings of any kind whatsoever shall be moved or reconstructed on any Lot. Any building damaged or destroyed by any cause, for which repair or reconstruction has not commenced within six (6) months from the date of damage or destruction, shall be removed so that there are no ruins or debris remaining within six (6) months from the date of damage or destruction. Any building which is not completed within two (2) years from commencement of construction or any damage or destruction not promptly remedied shall be deemed a nuisance and may be abated as provided by law. Any and all property within any public or private road or right-of-way which is disturbed by reason of any work performed by an Owner, or said Owner's agents, servants, employees or independent contractors, in erecting any building or structure on said Owner's Lot shall be restored by said Owner, at his sole expense, to its condition immediately prior to the commencement of such work. Said restoration shall be performed immediately following the completion of said work or, if such work is not completed, within a reasonable time following the date the work stopped.

Section 6.12 Soil Removal. Soil removal from Lots shall not be permitted, except as required for building construction and as permitted by Developer. In addition, all construction shall be subject to the requirements of the Michigan Soil Erosion and Sedimentation Control Act.

Section 6.13 Underground Wiring. No permanent lines or wires for communication or other transmission of electrical or power (except transmission lines located on existing or proposed easements) shall be constructed, placed or permitted to be placed anywhere above ground on a Lot other than within buildings or structures.

Section 6.14 Maintenance of Side Strips. Owners of Lots shall be responsible for the maintenance of parkways or public rights-of-way located between their lot lines and edges of street pavements on which said Lots abut.

Section 6.15 Tree Removal. Clear-cutting or removal of trees greater than eight (8) inch caliper at breast height shall not be permitted unless such clear-cutting or tree removal is in compliance with all applicable municipal ordinances, including but not limited to, the City of Novi Woodlands Ordinance. Prior to commencement of construction, each Lot Owner shall submit to the City of Novi, if required by the City for its

approval, a plan for the preservation of trees in connection with the construction process. It shall be the responsibility of each Lot Owner to maintain and preserve all large trees on its Lot, which responsibility includes welling trees, if necessary. On Lots 22 and 42 within Phase I and on any Lots designated on amendments to these Restrictions for later Phases, no trees shall be removed other than within the areas shown on engineering plans prepared by Warner, Cantrell and Padmos, Inc., dated August 31, 1988, Job No. 87-0824.

Section 6.16 Performance of Construction. No building shall be erected on any Lot except by a contractor licensed by the State of Michigan for such purpose.

Section 6.17 Vehicular Parking and Storage. No trailer, mobile home, bus, boat trailer, boat, camping vehicle, motorcycle, recreational vehicle, commercial or inoperative vehicle of any description shall at any time be parked, stored or maintained on any Lot, unless stored fully enclosed within an attached garage or similar structure; provided, however, that builders' trucks and equipment may be parked and used on any Lot during construction operations. No commercial vehicle lawfully upon any Lot for business shall remain on such Lot except in the ordinary course of business and in conformity with all applicable laws and/or ordinances.

Section 6.18 Garbage and Refuse. Trash, garbage or other waste shall be kept only in closed, sanitary containers and shall be promptly disposed of so that it will not be objectionable to neighboring property owners. No outside storage for refuse or garbage shall be maintained or used unless the same shall be properly concealed. The burning or incineration of rubbish, trash, construction materials or other waste outside of any residential dwelling is strictly prohibited.

Section 6.19 Fences and Obstructions. No perimeter fences, walls or similar structures shall be erected on any Lot within the front yard area formed by the front Lot line, the side Lot lines and a connecting line which shall be the rearmost exterior wall of the residential dwelling. No other fences, walls or similar structures shall be erected on any Lot without the prior written approval of Developer. Such approval shall be granted for enclosing swimming pools permitted under Section 6.22. In addition, no fence, wall, structure, planting or obstruction shall be erected, established or maintained on any corner within a triangular area formed by the street lines and a connecting line which is at a point twenty-five (25) feet from the intersection of such street lines, which shall have a height that is more than two (2) feet; provided, however, shade trees with wide branches which are at least eight (8) feet above ground shall be permitted within such area.

Section 6.20 Landscaping and Grass Cutting. Upon completion of a residential dwelling on any Lot, the Owner thereof shall cause such Lot to be finish graded, seeded or sodded and suitably landscaped as soon after such completion as weather permits, and in any event within eight (8) months from the date of completion. When weeds or grass located on any Lot exceed six (6) inches in height, the Owner of said Lot shall mow or cut said weeds and grass over the entire Lot except in wooded areas, Woodlands and Wetlands. If said Owner fails to mow or cut weeds or grass within ten (10) days after being notified in writing, the Developer may perform such work and the cost thereof

shall become a lien upon the Lot(s) involved until paid. All Lots owned by Developer or a builder who owns Lots for resale in the ordinary course of business shall be exempt from the foregoing restrictions contained in this Section 6.20. Upon conveyance of any Lot by Developer or a builder to an Owner other than Developer or a builder, the exemption for said Lot shall thereupon cease and such Lot shall be subject to all of the restrictions contained in this Section 6.20.

Section 6.21 Motorized Vehicles. No trail bikes, motorcycles, snowmobiles or other motorized recreational vehicles shall be operated on any Lot or in any drain easement, side strip, Common Areas, or retention area of the subdivision.

Section 6.22 Swimming Pools, Tennis Courts and Other Structures. No swimming pools, tennis courts, outdoor whirlpools, hot tubs, wood decks or other recreational structures shall be constructed on any Lot without the prior written approval of Developer. The construction of any swimming pool or other recreational structure which has been approved in writing by Developer shall be constructed in accordance with this Declaration and with all applicable local ordinances and/or state laws.

Recreational structures, including swimming pools, tennis courts, whirlpools, hot tubs and the like, if permitted in writing by Developer, shall be screened from any street lying entirely within the property, by wall, solid fence, evergreen hedge or other visual barrier as approved in writing by Developer and in compliance with all laws and governmental regulations and ordinances pertaining thereto.

Section 6.23 Land Fertilization. Any fertilizer used on any Lot abutting any Common Area shall have a low phosphorus content and the City of [redacted] may require City approval thereof prior to use of any fertilizer on any such Lot.

Section 6.24 Signs; Illumination. No signs of any kind shall be placed upon any Lot or on any building or structure located on a Lot or on any portion thereof, unless the plans and specifications showing the design, size, materials, message and proposed location(s) have been submitted to, and approved in writing by Developer, with the exception of: (i) non-illuminated signs which are not more than four (4) square feet in area pertaining only to the sale of the premises upon which it is maintained; and (ii) non-illuminated signs which are not more than four (4) square feet in area pertaining only to a garage sale conducted on the premises, which garage sale and sign placement shall not exceed three (3) days. The foregoing restrictions contained in this Section 6.24 shall not apply to such signs as may be installed or erected on any Lot by Developer or any builder who owns Lots for resale in the ordinary course of business, during any construction period or during such periods as any residence may be used as a model or for display purposes.

No exterior illumination of any kind shall be placed or allowed on any portion of a Lot other than on a residential dwelling, unless first approved by Developer. Developer shall approve such illumination only if the type, intensity and style thereof are compatible with the style and character of the development of the Lot.

Section 6.25 Objectionable Sights. Exterior fuel tanks, above ground, shall not be permitted. The stockpiling and storage of building and landscape materials and/or equipment shall not be permitted on any Lot, except such materials and/or equipment as may be used within a reasonable length of time. In no event shall the storage of landscape materials extend for a period of more than thirty (30) days. No laundry drying equipment shall be erected or used outdoors and no laundry shall be hung for drying outside of the dwelling. No television antennae or satellite dishes shall be constructed or erected upon the exterior of any dwelling on any Lot, without the prior written approval of Developer.

Section 6.26 Maintenance. The Owner of each lot and the occupants of any portion of the Property shall keep all buildings and grounds in good condition and repair.

Section 6.27 Real Estate Sales Office. Notwithstanding anything to the contrary contained in this Ordination, Developer, and/or any builder which Developer may designate, may construct and maintain on any Lot(s) a real estate sales office, with such promotional signs as Developer or said builder may determine and/or a model home or homes for such purposes; Developer and any such designated builder may continue such activity until such time as all of the Lots in which Developer and such builder have an interest are sold.

Section 6.28 Wetlands and Flood Plain.

(a) The Wetlands shall not be modified in any manner unless a permit for such modification has been issued by the City of Novi, the Michigan Department of Natural Resources and any other governmental unit or agency having jurisdiction over the Property.

(b) To the extent there exists any flood plain areas on any portion of the Property, as established by the Department of Natural Resources and/or the City of Novi, no filling or occupation of the flood plain area shall be allowed without the approval of the Department of Natural Resources and/or the City of Novi. In addition, any building used, or capable of being used, for residential purposes or occupancy within, or affected by, the flood plain, shall have all lower floors, including basements, at or higher than the elevation of the contour defining the flood plain limits.

Section 6.29 Grading Limitations. There shall be no grading within the rear thirty (30') feet of Lots 9 through 21, inclusive, within Phase I and on Lots designated on amendments to these Restrictions for later Phases without the written approval of the City of Novi.

Section 6.30 Non-Access Greenbelt Easement. A non-access greenbelt easement, as shown on the recorded plat for Phase I and any recorded plats for Phase II and any Phases thereafter, is hereby expressly reserved to Developer and to the Association in, through and across a strip of land fifteen (15) feet in width along the rear lot lines of all residential Lots abutting Taft Road and certain Lots abutting Nine Mile Road. Said easement area shall be covered by a suitable ground cover and a screen planting, which shall initially be put in place by Developer and shall thereafter be maintained in presentable

condition by each Lot Owner whose Lot abuts said easement area. There shall be no access for vehicles to and from any Lot across the non-access greenbelt easement.

Section 6.31 Reservation of Easements. Subject to all applicable municipal ordinances, including the Woodlands Ordinance of the City of Novi, easements for the construction, installation, maintenance and replacement of public utilities, service drainage facilities, sanitary sewer, storm sewer, water supply facilities, public walkways, bicycle paths and ingress and egress are hereby reserved to Developer, its successors and assigns, over, under and across Common Areas and as may be indicated on any recorded or proposed plat of subdivision within the Property and/or as may otherwise appear of record or as such easements may hereafter be required in the sole discretion of Developer. The use of such easements, or any portion thereof, may be assigned by Developer at any time to any person, firm, corporation, governmental agency or municipal authority, or department furnishing one or more of the foregoing services and/or facilities and any such easements hereby reserved may be relinquished and waived, in whole or in part, by Developer, by the filing of record of an appropriate instrument of relinquishment. Developer shall have the right and authority at any time to enter into such maintenance or other agreements with any municipal authority or other governmental authority as Developer may determine to be necessary or appropriate for the purpose of providing for the maintenance, repair or replacement of any such easements or facilities located upon, over, under or through such easement and for the further purpose of providing for assessments for such purpose against any or all of the Lots within the Property. To the extent provided for in any such agreement(s), such assessments shall be levied as provided for therein and shall constitute a lien upon the Lot(s) upon which it is levied. No structure, landscaping or other materials shall be placed or permitted to remain within any of the foregoing easements which may damage or interfere with the installation or maintenance of the aforesaid utilities or which may change, obstruct or retard the flow or direction of water in, on or through any drainage channels, if any, in such easements, nor shall any change be made by any Owner in the finished grade of any Lot once established by the builder of any residential dwelling thereon, without the prior written consent of Developer. Access shall be granted to Developer and its successors and assigns by the Owner of each Lot to an easement which burdens such Lot for the maintenance of all improvements in, on, over and/or under such easement, without charge or liability for damages. Except as may otherwise be provided in this Declaration, or in any maintenance agreement made between Developer and any municipal or governmental authority, the Owner of each Lot shall maintain the service area of all easements within his Lot, keep grass and weeds cut, keep the area free of trash and debris and take such actions as may be necessary to eliminate or minimize surface erosion. The Owner of each Lot shall be liable for any damage to any improvements which are located in, on, over and/or under the subject easement, including, but not limited to, damage to electric, gas, telephone and other utility and communication distribution lines and facilities, which damage arises as a consequence of any act or omission of the Owner, his agents, invitees and/or licensees.

Section 6.32 Reciprocal Negative Easements. Unless otherwise expressly provided for in this Declaration, no mutual

or reciprocal negative easements shall be deemed to arise or be created hereunder with respect to any land situated within the boundaries of the Property.

ARTICLE VII ARCHITECTURAL CONTROLS

Section 7.01 Architectural Controls. It is understood and agreed that the purpose of architectural controls is to promote an attractive, harmonious residential development having continuing appeal. Accordingly, unless and until the construction plans and specification are submitted to, and approved in writing by, Developer in accordance with the provisions of Section 7.02 below, (i) no building, fence, wall or other structure shall be commenced, erected or maintained, and (ii) no addition, change or alteration therein shall be made, except for interior alterations.

Section 7.02 Submission of Plans and Plan Approval. All plans, specifications and other related materials shall be filed in the office of Developer, or with any agent specified by Developer, for approval or disapproval. Said construction plans and specifications shall show the nature, kind, shape, height, materials (including samples of exterior building materials upon request), approximate cost of such building or other structure, proposed drainage of surface water, location and grade of all buildings, structures and improvements, as well as utilities and parking areas for the subject Lot. Developer shall have sole authority to review, approve or disapprove the plans or specifications and/or any part thereof. Developer shall have the right to refuse to approve any plans or specifications or grading plans, or portions thereof, which are not suitable or desirable in the sole discretion of Developer, for aesthetic or other reasons. In considering such plans and specifications, Developer shall have the right to take into consideration compatibility of the proposed building or other structures with the surroundings and the effect of the building or other structure on the view from adjacent or neighboring properties. It is desired that the natural landscape and trees be left in their natural state as much as possible or practical.

Developer, and the reasons therefor, shall be furnished to the applicant by Developer within thirty (30) days from the date of filing of complete plans, specifications and other materials by the applicant. Developer will aid and cooperate with prospective builders and make suggestions based upon its review of preliminary sketches. Prospective builders are encouraged to submit preliminary sketches for informal comment prior to the submission of architectural drawings and specifications. Failure of Developer to give written notice of its disapproval of any final architectural plans and/or specifications submitted pursuant to the requirements of this Article VII within thirty (30) days from the date submitted shall constitute approval thereof. Developer shall be entitled to charge each applicant a review fee in an amount not to exceed Two Hundred Fifty and 00/100 (\$250.00) Dollars, to reimburse Developer for any actual costs incurred in connection with the review of said applicant's plans, specifications and related materials.

Neither Developer nor any person(s) or entity(ies) to which it delegates any of its rights, duties or obligations hereunder, including, without limitation, the Association and

Architectural Control Committee referenced in Section 7.03 below, shall incur any liability whatsoever for approving or failing or refusing to approve all or any part of any submitted plans and/or specifications. Developer hereby reserves the right to enter into agreements with the grantee (or vendee) of any Lot(s) (without the consent of grantees or vendees of other Lots or adjoining or adjacent property) to deviate from any or all of the restrictions set forth in this Declaration, provided that said grantee or vendee demonstrates that the application of the particular restriction(s) in question would create practical difficulties or hardships for said grantee or vendee. Any such deviation shall be evidenced by a written agreement and no such deviation or agreement shall constitute a waiver of any such restriction as to any other Lot or Owner.

Section 7.03 Architectural Control Committee. At such time as the fee simple interest in seventy-five percent of the Lots in all Phases have been conveyed to Developer, or, at such earlier time as Developer may elect, Developer shall delegate and assign all of its rights, duties and obligations as set forth herein, to a Committee representing the Owners of Lots or to the Association, provided that such assignment shall be accomplished by a written instrument wherein the assignee expressly accepts such powers and rights. Such instrument, when executed by assignee shall, without further act, release Developer from the obligations and duties in connection therewith. If such assignment or delegation is made, the acts and decisions of the assignee or delegatee as to any matters herein set forth shall be binding upon all interested parties. If Developer assigns its rights and obligations under this Article VII to an Architectural Control Committee, said Committee shall consist of no less than three (3) Members and no more than five (5) Members, to be appointed by Developer. Developer may transfer his right to appoint members of the Architectural Control Committee to the Association. Until such time, however, Developer reserves the right to appoint and remove members of the Committee in its sole discretion.

ARTICLE VIII GENERAL PROVISIONS

Section 8.01 Amendment. The covenants, conditions, restrictions and agreements of this Declaration, as they relate to any Phase for which a final plat of subdivision has been recorded, may be amended by Developer, without the consent of any other Owner or any other person or entity whatsoever (whether or not any such person or entity shall now or hereafter have any interest in any Lot or portion of the Property, including mortgagees and others), at any time prior to the sale of the first Lot in said Phase, subject to the approval of the City of Novi if such approval is required. Developer, without the consent of any other Owner or any other person or entity whatsoever (whether or not any such person or entity shall now or hereafter have any interest in any Lot or portion of the Property, including mortgagees and others), shall also have the right to amend, modify or terminate, in whole or in part, the covenants, conditions, restrictions and agreements of this Declaration, as they relate to any Phase within the Property for which a final plat of subdivision has not been recorded, subject to the approval of the City of Novi if such approval is required. In addition, provided that Developer has an ownership interest in all, or any part, of the Property, Developer, without the consent of any other Owner or any other person or entity whatsoever

(whether or not any such person or entity shall now or hereafter have an interest in any Lot or portion of the Property, including mortgagees and others), may amend this Declaration as may be necessary or required to comply with the requirements of any federal, state, county or local statute, ordinance, rule, regulation or formal requirement relating to the Property or any part thereof, or to increase or decrease the amount of land described on Exhibits A and B of this Declaration as Developer deems necessary, subject to the approval of the City of Novi if such approval is required.

The covenants, conditions, restrictions and agreements of this Declaration, as they relate to any Phase for which a final plat has been recorded may be amended, at any time following the date on which a Lot has been conveyed by Developer, by a written instrument recorded in the office of the Oakland County Register of Deeds, signed by: (i) the Owners of the seventy-five (75%) percent of the total Lots contained within all Phases for which a final plat of subdivision has been recorded; and (ii) the Owners of seventy-five (75%) percent of the total Lots contained in all other Phases shown on the Tentative Preliminary Plat approved by the Novi City Council on July 25, 1988; and (iii) Developer, in the event Developer then continues to own any Lots or any portion of the Property. In the event Developer has recorded a notice of relinquishment as to any portion of the Property for which a final plat has not been recorded, the Lots contained within said relinquished portion shall not be counted toward the percentage vote required hereinabove. Notwithstanding the foregoing, any and all such amendments shall be subject to the approval of the City of Novi.

Section 8.02 Term. The covenants, conditions, restrictions and agreements of this Declaration shall continue in full force and effect and shall run with and bind the land for a period of twenty (20) years from the date this Declaration is recorded and shall thereafter automatically be extended for successive periods of ten (10) years each, unless terminated by written instrument executed by: (i) the Owners of not less than seventy-five (75%) percent of the total Lots contained in all Phases for which a final plat of subdivision has been recorded; and (ii) the Owners of not less than seventy-five (75%) percent of the total Lots contained in all other Phases shown on the Tentative Preliminary Plat approved by the Novi City Council on July 25, 1988; and (iii) Developer, in the event Developer then continues to own any Lots or any portion of the Property. Notwithstanding anything to the contrary contained in this Declaration, the provisions of Sections 6.04, 6.06, 6.15, 6.23 and 6.28 of this Declaration, shall run forever, without right of termination or amendment unless modified or deleted pursuant to an amendment authorized by Section 8.01.

Section 8.03 Enforcement. Developer, the Association and any Owner shall have the right to enforce, by proceedings at law or in equity, all covenants, conditions, restrictions, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by Developer, the Association or any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver thereof or a waiver of any right to enforce the same at any time thereafter.

Section 8.04 Insurance Proceeds. All proceeds of any insurance maintained with respect to any assets of the Association, and the Common Areas (if said Common Areas have been

conveyed to the Association), and all proceeds of any condemnation proceedings or sales in lieu of condemnation relating to the assets of the Association or the Common Areas (if said Common Areas have been conveyed to the Association) shall be paid to the Association and shall be the property of the Association and not of its Members or any other persons or entities.

Section 8.05 Severability. The invalidation of any one or more of the covenants, conditions, restrictions and agreements of this Declaration by judgment or court order, shall in no way affect the validity of any of the other provisions of this Declaration, and the same shall remain in full force and effect.

Section 8.06 Notices. Each Owner shall file the correct mailing address of such Owner with Developer and shall promptly notify Developer in writing of any subsequent change of address. Developer shall maintain a file of such addresses and make the same available to the Association. A written or printed notice, deposited in the United States Mail, postage prepaid and addressed to any Owner at his last known address shall be sufficient and proper notice to such Owner, wherever notices are required in this Declaration.

Section 8.07 Number and Gender. As used in this Declaration, any gender shall include any other gender, the plural shall include the singular and the singular shall include the plural, whenever appropriate.

Section 8.08 Execution of Additional Documents. Each of the Owners, at no expense to himself, hereby agrees, at the request of Developer or the Association, to perform such further acts and execute all such further documents as may be required or desirable in the sole discretion of Developer or the Association, to carry out the purposes of this Declaration.

IN WITNESS WHEREOF, the undersigned has hereunto set its hands this 1st day of June, 1989.

WITNESSES:

BEZTAK DUNBARTON LIMITED
PARTNERSHIP, a Michigan limited
partnership

BY: BEZTAK CONSTRUCTION COMPANY, a
Michigan corporation
Its: General Partner

Cindy L. Mancina
Cindy L. Mancina

By:

Harold Szanos
Its: President


Ingrid/Hogn
Ingrid/Hogn

(Jurat contained on Page 22)

USA 111712031

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

 The foregoing instrument was acknowledged before me
this 10th day of June, 198[] by
Mark A. Sturing, Esq.


_____, Notary Public
Oakland County, Michigan

My Commission Expires: _____

CANDY L. MARZENNA
NOTARY PUBLIC - OAKLAND COUNTY, MICH.
MY COMMISSION EXPIRES 11-1-99

DRAFTED BY AND WHEN
RECORDED RETURN TO:

Mark A. Sturing, Esq.
Beztak Companies
51731 Northwestern Highway, Suite 200E
Farmington Hills, MI 48018

Courtesy of The DiMora Team

DESCRIPTION

PART OF THE S.E. 1/4 OF SECTION 28, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE S.E. CORNER OF SECTION 28, T. 1 N., R. 8 E., AND PROCEEDING THENCE ALONG THE S. LINE OF SAID SECTION 28, N. 89° 41' 05" W., 660.00'; THENCE N. 00° 18' 55" E., 170.00'; THENCE N. 76° 03' 27" W., 339.56'; THENCE S. 00° 18' 55" W., 250.00' TO A POINT ON THE S. LINE OF SECTION 28; THENCE ALONG SAID LINE N. 89° 41' 05" W., 383.83'; THENCE N. 00° 11' 35" W., 394.69'; THENCE S. 87° 43' 55" W., 463.44'; THENCE S. 01° 15' 55" W., 373.83' TO A POINT ON THE S. LINE OF SECTION 28; THENCE ALONG SAID LINE N. 89° 41' 05" W., 577.05'; THENCE N. 00° 19' 14" E., 2,641.53' TO A POINT ON THE EAST AND WEST 1/4 LINE OF SECTION 28; THENCE ALONG SAID LINE S. 89° 31' 51" E., 2,498.54' TO THE E. 1/4 CORNER OF SECTION 28; THENCE ALONG THE EAST LINE OF SECTION 28, S. 02° 27' 05" W., 2,191.06'; THENCE S. 88° 48' 55" W., 214.50'; THENCE S. 02° 27' 05" W., 115.50'; THENCE N. 88° 48' 55" E., 132.00'; THENCE N. 02° 27' 05" E., 66.00'; THENCE N. 88° 48' 55" E., 82.50' TO A POINT ON THE EAST LINE OF SECTION 28, THENCE ALONG SAID LINE S. 02° 27' 05" W., 396.00' TO THE POINT OF BEGINNING, AND BEING SUBJECT TO THE RIGHTS OF THE PUBLIC IN THE MOST EASTERLY 33.00' THEREOF (TAFT ROAD) AND ALSO BEING SUBJECT TO THE RIGHTS OF THE PUBLIC IN THE MOST SOUTHERLY 33.00' THEREOF (NINE MILE ROAD) AND ALSO BEING SUBJECT TO ANY EASEMENTS OF RECORD.

PLAT 32-28-428-600 (LIC) 013 } SELF

Ent: 32-28-428-600
Royal Crown Estates No. 1
Lots 1-55 and 2 Pvt PKs
209040
Team

DESCRIPTION OF ROYAL CROWN ESTATES

111710033

SUB 'N NO. 1, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

A part of the S.E. 1/4 of Section 28, T. 1 N., R. 8 E., City of Novi, Oakland County, Michigan described as follows:

Beginning at the East 1/4 corner of Section 28, T. 1 N., R. 8 E., and proceeding thence along the East line of said Section 28, S. 02° 27' 05" W., 1,630.97'; thence N. 87° 32' 55" W., 85.00'; thence N. 18° 21' 44" W., 112.50'; thence N. 30° 38' 19" W., 112.21'; thence N. 40° 47' 53" W., 138.01'; thence N. 66° 00' 00" W., 393.07'; thence N. 64° 43' 09" W., 165.45'; thence N. 77° 05' 08" W., 95.10'; thence N. 81° 09' 55" W., 94.85'; thence S. 02° 42' 43" W., 127.86'; thence along a curve to the left, radius 491.09'; central angle 01° 37' 42", (the chord of said curve bears N. 88° 06' 08" W., 13.96'), a distance of 13.96'; thence N. 01° 05' 01" E., 130.00'; thence N. 87° 33' 33" W., 55.40'; thence N. 16° 18' 49" W., 305.79'; thence N. 32° 28' 11" E., 38.62'; thence N. 23° 09' 55" E., 50.47'; E., 101.10'; thence due North 248.09'; thence N. 83° 44' 46" E., 50.39'; thence thence N. 59° 32' 13" E., 50.39'; thence N. 32° 00' 00" E., 125.00'; thence N. S. 58° 30' 52" E., 73.95'; thence N. 32° 00' 00" E., 195.00'; thence N. 00° 58° 00' 00" W., 8.27'; thence N. 32° 00' 00" E., 195.00'; thence N. 00° 28' 09" E., 161.67' to a point on the East and West 1/4 line of said Section 28; thence along said line S. 89° 31' 31" E., 938.47' to the center 1/4 corner of Section 28 and the point of beginning, and being subject to an easement over the East 60' thereof for highway purposes and public utilities as recorded in Liber 7402, P. 361, Oakland County Records.

Now known as Royal Crown Estates No. 1 according to the plat thereof as recorded in Liber 7402, page 40, 41, 42 and 43 Plats, Oakland County Records

re PE at #

22-28-428-000

No. 1

Royal Crown Estates

Lot 1-55 and 2 P+PKS

7773-044/00

10/13 116770259

FIRST AMENDMENT TO ROYAL CROWN ESTATES
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

This First Amendment to Royal Crown Estates Declaration of Covenants, Conditions and Restrictions ("Amendment") is made this 6th day of December, 1990, by BEZTAK DUNBARTON LIMITED PARTNERSHIP, a Michigan limited partnership, whose address is 31731 Northwestern Highway, Suite 201E, Farmington Hills, Michigan 48018 ("Developer").

R E C I T A L S:
#336 REG/RETS PAID
0001 REC-13-90 0943751
7822 MISC 1530

A. Developer is the owner of certain real property located in the City of Novi, Oakland County, Michigan, which is described on Exhibit A attached hereto and made a part hereof (the "Property").

B. Developer is developing the Property in phases, as part of an overall proposed development known as Royal Crown Estates.

C. In conjunction with the development of Royal Crown Estates No. 1, Developer executed and recorded the Royal Crown Estates Declaration of Covenants, Conditions and Restrictions, dated June 1, 1989, in Liber 11171, Pages 007 through 033, inclusive, Oakland County Records (the "Declaration").

D. The Declaration covers all of the Property and contains certain specific restrictions pertaining to Lots within Royal Crown Estates No. 1.

E. Under Section 8.01 of the Declaration, Developer is entitled to amend the Declaration, as it relates to any phase for which a final plat of subdivision has been recorded, at any time prior to the sale of the first Lot in said phase.

F. In connection with the recordation of the plats for Royal Crown Estates No. 2 and Royal Crown Estates No. 3, and prior to the sale of Lots therein, Developer desires to amend the Declaration as it relates to Royal Crown Estates No. 2 and Royal Crown Estates No. 3, in the manner described below.

NOW, THEREFORE, Developer hereby declares that the Royal Crown Estates Declaration of Covenants, Conditions and Restrictions, dated June 1, 1989 and recorded in Liber 11171, Pages 007 through 033, inclusive, is amended as follows:

1. Definitions. The definitions of "Phase I" and "Phase II and Any Phases thereafter" contained in Article I of the Declaration are amended in their entirety to provide as follows:

7. "Phase I" shall mean Royal Crown Estates No. 1, recorded in Liber 208, of plats, pages 40, 41, 42 & 43, Oakland County Records.

8. "Phase II" shall mean Royal Crown Estates No. 2, recorded in Liber 213, of plats, pages 15, 16, 17 & 18, Oakland County Records.

8A. "Phase III" shall mean Royal Crown Estates No. 3, recorded in Liber 213, of plats, pages 23, 24, 25 & 26, Oakland County Records.

8B. "Phase II And Any Phases Thereafter" shall mean Royal Crown Estates No. 2, Royal Crown Estates No. 3, and such portions of the Property, together with all Lots and Common Areas, if any, within such portions of the Property, as

OK - G.K.

described on the subdivision plats for subsequent Phases which are hereafter recorded by Developer.

All references in the Declaration to either "Phase I", or to "Phase II And Any Phases Thereafter" shall be deemed to refer to the modified definitions contained in this Paragraph 1.

2. Special Building Location Requirements. Section 6.04 of the Declaration is amended in its entirety to provide as follows:

Section 6.04 Special Building Location Requirements. All buildings and structures on Lots 1, 22, 23, 35, 36, 41, 42, 43, 44, 45, 46, 47, 48, 54 and 55 within Phase I, on Lots 77 through 99, inclusive, within Phase II, on Lots 119 through 127, inclusive, and Lots 137 through 147, inclusive, within Phase III, and on Lots designated on amendments to these Restrictions for later Phases, shall be located on each such Lot at least thirty eight (38) feet from the lot line abutting White Pine Drive.

3. Driveways. Section 6.06 is hereby amended in its entirety to provide as follows:

Section 6.06 Driveways. Access to driveways and other paved areas for vehicles shall be use on a Lot shall have a base of compacted sand, gravel, crushed stone or other approved base material and shall have a wearing surface of concrete or the equivalent thereof. Plans for driveways, pavement edging or markers must be approved by Developer in writing prior to commencing any construction in accordance with such plans. On Lots 1, 22, 23, 35, 36, 41, 48 and 54 within Phase I, on Lots 77 and 99 within Phase II, on Lots 127, 137, 140 and 141 within Phase III, and on any Lots designated on amendments to these Restrictions for later Phases, there shall be no access for vehicles or pedestrians and no driveways and walkways to and from White Pine Drive. On Lots 56 and 118 within Phase II, there shall be no access for vehicles or pedestrians and no driveways and walkways to and from Dunbarton Drive, and on Lots 68 and 69 within Phase II, there shall be no access for vehicles or pedestrians and no driveways and walkways to and from Violet Lane.

4. Tree Removal. Section 6.15 of the Declaration is hereby amended in its entirety to provide as follows:

Section 6.15 Tree Removal. Clear-cutting or removal of trees greater than eight (8) inch caliper at breast height shall not be permitted unless such clear-cutting or tree removal is in compliance with all applicable municipal ordinances, including but not limited to, the City of Novi Woodlands Ordinance. Prior to commencement of construction, each Lot Owner shall submit to the City of Novi, if required by the City for its approval, a plan for the preservation of trees in connection with the construction process. It shall be the responsibility of each Lot Owner to maintain and preserve all large trees on its Lot, which responsibility includes welling trees, if necessary. On Lots 22 and 42 within Phase I, no trees shall be

removed other than within the area shown on engineering plans prepared by Warner, Cantrell and Padmos, Inc., dated August 31, 1988, Job No. 87-0824. On Lots within Phases II and III and on any Lots designated on amendments to these Restrictions for later Phases, no trees shall be removed other than within the area shown on engineering plans prepared by Warner, Cantrell and Padmos, Inc., dated January 6, 1989, and January 26, 1989, Job No. 87-0824. It shall be the responsibility of each Lot Owner to ascertain the requirements pertaining to such Owner's Lot under the above-referenced plans.

5. Grading Limitations. Section 6.29 of the Declaration is hereby amended in its entirety to provide as follows:

Section 6.29 Grading Limitations. There shall be no grading within the rear thirty (30') feet of Lots 9 through 21, inclusive, within Phase I, on Lots 100 through 116, inclusive, within Phase II, Lots 138 and 139, within Phase III, and Lots designated on amendments to these Restrictions for later Phases, without the written approval of the City of Novi.

6. Ratification. Capitalized terms not defined in this Amendment, shall have the meanings ascribed to such terms in the Declaration. To the extent not modified herein, the Declaration shall continue in full force and effect and is ratified in all respects.

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date written above.

WITNESSES:

MEZTAK DUNBARTON LIMITED
PARTNERSHIP, a Michigan limited
partnership

BY: BEZTAK CONSTRUCTION COMPANY, a
Michigan corporation
Its: General Partner

By ^{ee}

Maurice J. Beznos

Its: Vice President

STATE OF MICHIGAN) ss:
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this
6th day of December, 1990, by Maurice J. Beznos,
its Vice President, on behalf of Beztak Construction
Company, a Michigan corporation, General Partner of Beztak
Dunbarton Limited Partnership, a Michigan limited partnership.

DEETRA F. STEALER
MORTEN PUBLIC - OAKLAND COUNTY, MICH.
BY COLUMBIA BOOKS & MAPS

4.24.93

Notary Public, OAKLAND COUNTY, MI

(Recordation information contained on Page 4)

DRAFTED BY:

116776262

Mark S. Cohn, Esq.
Seyburn, Kahn, Ginn, Bess,
Howard and Harnisch, P.C.
2000 Town Center, Suite 1500
Southfield, Michigan 48075

WHEN RECORDED RETURN TO:
Mark A. Sturing - Evans & Luptak
31731 Northwestern Hwy., #201E
Farmington Hills, MI 48334

Courtesy of The DiMora Team

LIBER 116770263

DESCRIPTION

PART OF THE S.E. 1/4 OF SECTION 28, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE S.E. CORNER OF SECTION 28, T. 1 N., R. 8 E., AND PROCEEDING THENCE ALONG THE S. LINE OF SAID SECTION 28, N. 89° 41' 05" W., 660.00'; THENCE N. 00° 18' 55" E., 170.00'; THENCE N. 76° 03' 27" W., 339.56'; THENCE S. 00° 18' 55" W., 250.00' TO A POINT ON THE S. LINE OF SECTION 28; THENCE ALONG SAID LINE N. 89° 41' 05" W., 383.83'; THENCE N. 00° 11' 35" W., 394.69'; THENCE S. 87° 43' 55" W., 463.44'; THENCE S. 01° 15' 55" W., 373.83' TO A POINT ON THE S. LINE OF SECTION 28; THENCE ALONG SAID LINE N. 89° 41' 05" W., 577.05'; THENCE N. 00° 49' 14" E., 2,641.53' TO A POINT ON THE EAST AND WEST 1/4 LINE OF SECTION 28; THENCE ALONG SAID LINE S. 89° 31' 51" E., 2,498.54' TO THE E. 1/4 CORNER OF SECTION 28; THENCE ALONG THE EAST LINE OF SECTION 28, S. 82° 27' 05" W., 2,191.06'; THENCE S. 88° 48' 55" W., 214.50'; THENCE S. 82° 27' 05" W., 115.50'; THENCE N. 88° 48' 55" E., 132.00'; THENCE N. 82° 27' 05" E., 66.00'; THENCE N. 88° 48' 55" E., 82.50' TO A POINT ON THE EAST LINE OF SECTION 28, THENCE ALONG SAID LINE S. 02° 27' 05" W., 396.00' TO THE POINT OF BEGINNING, BEING SUBJECT TO THE RIGHTS OF THE PUBLIC IN THE MOST EASTERLY 23.00' THEREOF (TAFT ROAD) AND ALSO BEING SUBJECT TO THE RIGHTS OF THE PUBLIC IN THE MOST SOUTHERLY 33.00' THEREOF (NINE MILE ROAD) AND ALSO BEING SUBJECT TO ANY EASEMENTS OF RECORD.

Survey of The Dimora Team

22-28-002-014
2011
Exh. A 22-23-428-002
201640

**SECOND AMENDMENT TO ROYAL CROWN
ESTATES DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

This Second Amendment to Royal Crown Estates Declaration of Covenants, Conditions and Restrictions ("Second Amendment") is made this 21st day of December, 1993, by NOVI ASSOCIATES LIMITED PARTNERSHIP, Michigan limited partnership (as successor in interest to Bestak Dunbarton Limited Partnership), whose address is 31731 Northwestern Highway, Suite 201E, Farmington Hills, Michigan 48018 ("Developer").

R E C I T A L S :

A. In conjunction with the development of Royal Crown Estates No. 1, Developer's predecessor in interest, Bestak Dunbarton Limited Partnership, executed and recorded the Royal Crown Estates Declaration of Covenants, Conditions and Restrictions, dated June 1, 1989, in Liber 11171, Pages 007 through 033, inclusive, Oakland County Records (the "Declaration"). The property that is subject to the Declaration and this Second Amendment is located in the City of Novi, Oakland County, Michigan and is described on Exhibit A attached hereto and made a part hereof.

B. In conjunction with the development of Royal Crown Estates Nos. 2 and 3, Bestak Dunbarton Limited Partnership executed and recorded a First Amendment to Royal Crown Estates Declaration of Covenants, Conditions and Restrictions, dated December 6, 1990, in Liber 11677, Pages 259 through 263, inclusive, Oakland County Records (the "First Amendment").

C. The Declaration and First Amendment cover all of the Property and contain certain specific restrictions pertaining to Lots within Royal Crown Estates Nos. 1, 2 and 3.

D. Under Section 8.01 of the Declaration, Developer, as successor in interest to Bestak Dunbarton Limited Partnership, is entitled to amend the Declaration, as it relates to any phase for which a final plat of subdivision has been recorded, at any time prior to the sale of the first Lot in said Phase.

E. In connection with the recordation of the plat for Royal Crown Estates Nos. 4 and prior to the sale of Lots therein, Developer desires to further amend the Declaration as it relates to Royal Crown Estates No. 4 in the manner described below.

NOW, THEREFORE, Developer hereby declares that the Royal Crown Estates Declaration of Covenants, Conditions and Restrictions, dated June 1, 1989 and recorded in Liber 11171, Pages 007 through 033, inclusive, is further amended as follows:

1. Definitions. The definitions of "Phase I" and "Phase II and any Phases thereafter contained in Article I of the Declaration are amended in their entirety to provide as follows:

7. "Phase I" shall mean Royal Crown Estates No. 1, recorded in Liber 208, of plats, pages 40, 41, 42 & 43, Oakland County Records.

8. "Phase II" shall mean Royal Crown Estates No. 2, recorded in Liber 213, of plats, pages 15, 16, 17 & 18, Oakland County Records.

8A. "Phase III" shall mean Royal Crown Estates No. 3, recorded in Liber 213, of plats, pages 23, 24, 25 & 26, Oakland County Records.

8B. "Phase IV" shall mean Royal Crown Estates No. 4, recorded in Liber 228 of plats, pages _____

33 through 36, inclusive, Oakland County Records.

- 8C. "Phase II And Any Phases Thereafter" shall mean Royal Crown Estates No. 2, Royal Crown Estates No. 3, Royal Crown Estates No. 4 and such portions of the Property, together with all Lots and Common Areas, if any, within such portions of the Property, as described on the subdivision plats for subsequent Phases which are hereafter recorded by Developer.

All references in the Declaration to either "Phase I", "Phase II", "Phase III", "Phase IV" or to "Phase II And Any Phases Thereafter" shall be deemed to refer to the modified definitions contained in this Paragraph 1.

2. Tree Removal. Section 6.15 of the Declaration is hereby amended in its entirety to provide as follows:

Section 6.15 Tree Removal. Clear-cutting or removal of trees greater than eight (8) inch caliper at breast height shall not be permitted unless such clear-cutting or tree removal is in compliance with all applicable municipal ordinances, including but not limited to, the City of Novi Woodlands Ordinance. Prior to commencement of construction, each Lot Owner shall submit to the City of Novi, if required by the City for its approval, a plan for the preservation of trees in connection with the construction process. It shall be the responsibility of each Lot Owner to maintain and preserve all large trees on its Lot, which responsibility includes welling trees, if necessary. On Lots 22 and 42 within Phase I, no trees shall be removed other than within the area shown on engineering plans prepared by Warner, Cantrell, and Padmos, Inc., dated August 31, 1988, Job No. 87-0824. On Lots within Phases II and III and on any Lots designated on amendments to these Restrictions for later Phases, no trees shall be removed other than within the area shown on engineering plans prepared by Warner, Cantrell and Padmos, Inc., dated January 6, 1989, and January 26, 1989, Job No. 8-0824 and the plans dated January 10, 1991, Job No. 90-0104. It shall be the responsibility of each Lot Owner to ascertain the requirements pertaining to such Owner's Lot under the above-referenced plans.

3. Grading Limitations. Section 6.29 of the Declaration is hereby amended in its entirety to provide as follows:

Section 6.29 Grading Limitations. There shall be no grading within the rear thirty (30') feet of Lots 100 through 116, inclusive, within Phase II, Lots 138 and 139 within Phase III, and Lots 155 through 172 within Phase IV, and Lots designated on amendments to this Declaration for later Phases, without the written approval of the City of Novi.

4. Water Supply Restrictions. The following provisions shall be deemed included in the Declaration as Section 6.33:

Section 6.33 Water Supply Restrictions.
Water mains and water lines have been, or shall be, installed within Phase IV, and all subsequent Phases, for the purposes of servicing each Lot by the Detroit Municipal Water System. However, due to the moratorium on new water taps within the City of Novi established by the Michigan Department of Health, the following restrictions shall apply to all Lots:

(a) Until such time as the City of Novi advises the Owners of Lots that public water service is available for such Lots, no Lots within Phase IV are permitted to connect to the public water system.

(b) All residential dwellings on Lots within Phase IV shall be served by potable water utilizing individual wells, drilled by a well driller, licensed by the State of Michigan to depths of at least eight four (84) feet with adequate yield. Prior to the construction of a well within a Lot, all applicable permits for the installation of wells must be obtained from the Oakland County Health Division and all other applicable governmental agencies having jurisdiction over the installation of wells. All wells shall be grouted completely through the clay barriers. A completed well log form for each potable water well shall be submitted to the Oakland County Health Division within sixty (60) days following the completing of a well.

(c) Well water may have elevated hardness and high iron content. Accordingly, although not required for health purposes, water softening or treatment systems may be desirable for drinking water purposes.

(d) Sanitary sewer leads within the Lots which are within the 10 to 15 feet isolation distance must conform ASTM-D-2241 (SDR-26) with joints conforming to ASTM-D-3139/D3212.

(e) At such time as the water permit moratorium is rescinded by the Michigan Department of Public Health and the City of Novi notifies Lot Owners within Phase IV that public water service is available for such Lots, the Owners of such Lots shall be permitted to connect their residential dwellings to the public water system. In the event a Lot Owner connects to the public water system, the Lot Owner shall disconnect the dwelling from the individual well, and there shall be no cross connections between the municipal water system and an individual well. Following the connection of a Lot to the public water system, individual wells may be utilized for lawn irrigation and other outdoor purposes. If a water well that has been disconnected from the residential dwelling is not utilized for lawn watering or other outdoor purposes, the well must be properly abandoned and filled, in accordance with all applicable laws, ordinances, rules and regulations of all governmental entities having jurisdiction.

(f) Notwithstanding the provisions of Article VIII, the Developer shall not be entitled to amend the provisions of this Section 6.33 without the prior consent of the Oakland County Health Division and all other applicable governmental agencies having jurisdiction over the installation of wells.

5. Ratification. Capitalized terms not defined in this Second Amendment shall have the meanings ascribed to such terms in the Declaration and First Amendment. To the extent not modified herein, the Declaration and First Amendment shall continue in full force and effect and are ratified in all respects.

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date written above.

WITNESS:

NOVI ASSOCIATES LIMITED PARTNERSHIP,
a Michigan limited partnership

By: NOVI GENERAL, INC., a
Michigan corporation
Its: General Partner

Mark Sturing
Mark Sturing
Beth Scott
Beth Scott
STATE OF MICHIGAN) ss:
COUNTY OF OAKLAND)

By: Norman Beznos
Norman Beznos
Its: Vice President

The foregoing instrument was acknowledged before me this 21 day of December, 1993, by NORMAN BEZNOS, its VICE PRESIDENT on behalf of NOVI General, Inc., a Michigan corporation, General Partner of Novi Associates Limited Partnership, a Michigan limited partnership.

Susan K. Dotson

SUSAN K. DOTSON
NOTARY PUBLIC - OAKLAND COUNTY, MICH.
MY COMMISSION EXPIRES 11-15-94

DRAFTED BY:

Mark S. Cohn, Esq.
Seyburn, Kahn, Ginn, Bess,
Howard and Patch, P.C.
2000 Town Center, Ste. 1500
Southfield, Michigan 48075

WHEN RECORDED RETURN TO:

Mark A. Sturing, Esq.
31731 Northwestern Hwy., Suite 200E
Farmington Hills, MI 48334

EXHIBIT A

Part of the S.E. 1/4 of Section 28, T. 1 N., R. 8 E., City of Novi, Oakland County, Michigan described as follows:

Beginning at the S.E. corner of Section 28, T. 1 N., R. 8 E., and proceeding thence along the S. line of said Section 28, N. 89° 41' 05" W., 660.00'; thence N. 00° 18' 55" E., 170.00'; thence N. 76° 03' 27" W., 339.56'; thence S. 00° 18' 55" W., 250.00' to a point on the S. line of Section 28; thence along said line N. 89° 41' 05" W., 383.83'; thence N. 00° 11' 35" W., 394.69'; thence S. 87° 43' 55" W., 463.44'; thence S. 01° 15' 55" W., 373.83' to a point on the S. line of Section 28; thence along said line N. 89° 41' 05" W., 577.05'; thence N. 00° 49' 14" E., 2641.53' to a point on the East and West 1/4 line of Section 28; thence along said line S. 89° 31' 51" E., 2498.54' to the E. 1/4 corner of Section 28; thence along the East line of Section 28, S. 02° 27' 05" W., 2,191.06'; thence S. 88° 48' 55" W., 214.50'; thence S. 02° 27' 05" W., 115.50'; thence N. 88° 48' 55" E., 132.00'; thence N. 02° 27' 05" E., 66.00'; thence N. 88° 48' 55" E., 82.50' to a point on the East line of Section 28, thence along said line S. 02° 27' 05" W. 336.00' to the point of beginning, and being subject to the rights of the public in the most Easterly 33.00' thereof (Taft Road) and also being subject to the rights of the public in the most Southerly 33.00' thereof (Nine Mile Road) and also being subject to any easements of record.

**SECOND AMENDMENT TO ROYAL CROWN
ESTATES DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

This Second Amendment to Royal Crown Estates Declaration of Covenants, Conditions and Restrictions ("Second Amendment") is made this 21st day of December, 1993, by NOVI ASSOCIATES LIMITED PARTNERSHIP, Michigan limited partnership (as successor in interest to Beztak Dunbarton Limited Partnership), whose address is 31731 Northwestern Highway, Suite 201E, Farmington Hills, Michigan 48018 ("Developer").

R E C I T A L S :

A. In conjunction with the development of Royal Crown Estates No. 1, Developer's predecessor in interest, Beztak Dunbarton Limited Partnership, executed and recorded the Royal Crown Estates Declaration of Covenants, Conditions and Restrictions, dated June 1, 1989, in Liber 11171, Pages 007 through 033, inclusive, Oakland County Records (the "Declaration"). The property that is subject to the Declaration and this Second Amendment is located in the City of Novi, Oakland County, Michigan and is described on Exhibit A attached hereto and made a part hereof.

B. In conjunction with the development of Royal Crown Estates Nos. 2 and 3, Beztak Dunbarton Limited Partnership executed and recorded a First Amendment to Royal Crown Estates Declaration of Covenants, Conditions and Restrictions, dated December 6, 1990, in Liber 11677, Pages 259 through 263, inclusive, Oakland County Records (the "First Amendment").

C. The Declaration and First Amendment cover all of the Property and contain certain specific restrictions pertaining to Lots within Royal Crown Estates Nos. 1, 2 and 3.

D. Under Section 8.01 of the Declaration, Developer, as successor in interest to Beztak Dunbarton Limited Partnership, is entitled to amend the Declaration, as it relates to any phase for which a final plat of subdivision has been recorded, at any time prior to the sale of the first Lot in said Phase.

E. In connection with the recordation of the plat for Royal Crown Estates Nos. 2, 3, 4 and prior to the sale of Lots therein, Developer desires to further amend the Declaration as it relates to Royal Crown Estates No. 4 in the manner described below.

NOW THEREFORE, Developer hereby declares that the Royal Crown Estates Declaration of Covenants, Conditions and Restrictions, dated June 1, 1989 and recorded in Liber 11171, Pages 007 through 033, inclusive, is further amended as follows:

1. **Definitions.** The definitions of "Phase I" and "Phase II and any Phases thereafter contained in Article I of the Declaration are amended in their entirety to provide as follows:

7. "Phase I" shall mean Royal Crown Estates No. 1, recorded in Liber 208, of plats, pages 40, 41, 42 & 43, Oakland County Records.

8. "Phase II" shall mean Royal Crown Estates No. 2, recorded in Liber 213, of plats, pages 15, 16, 17 & 18, Oakland County Records.

8A. "Phase III" shall mean Royal Crown Estates No. 3, recorded in Liber 213, of plats, pages 23, 24, 25 & 26, Oakland County Records.

8B. "Phase IV" shall mean Royal Crown Estates No. 4, recorded in Liber 228 of plats, pages _____

33 through 36, inclusive, Oakland County Records.

- 8C. "Phase II And Any Phases Thereafter" shall mean Royal Crown Estates No. 2, Royal Crown Estates No. 3, Royal Crown Estates No. 4 and such portions of the Property, together with all Lots and Common Areas, if any, within such portions of the Property, as described on the subdivision plats for subsequent Phases which are hereafter recorded by Developer.

All references in the Declaration to either "Phase I", "Phase II", "Phase III", "Phase IV" or to "Phase II And Any Phases Thereafter" shall be deemed to refer to the modified definitions contained in this Paragraph 1.

2. Tree Removal. Section 6.15 of the Declaration is hereby amended in its entirety to provide as follows:

Section 6.15 Tree Removal. Clear-cutting or removal of trees greater than eight (8) inch caliper at breast height shall not be permitted unless such clear-cutting or tree removal is in compliance with all applicable municipal ordinances, including but not limited to, the City of Novi Woodlands Ordinance. Prior to commencement of construction, each Lot Owner shall submit to the City of Novi, if required by the City for its approval, a plan for the preservation of trees in connection with the construction process. It shall be the responsibility of each Lot Owner to maintain and preserve all large trees on its Lot, which responsibility includes welling trees, if necessary. On Lots 22 and 42 within Phase I, no trees shall be removed other than within the area shown on engineering plans prepared by Warner, Cantrell, and Padmos, Inc., dated August 31, 1988, Job No. 87-0824. On Lots within Phases II and III and on any Lots designated on amendments to these Restrictions for later Phases, no trees shall be removed other than within the area shown on engineering plans prepared by Warner, Cantrell and Padmos, Inc., dated January 6, 1989, and January 26, 1989, Job No. 8-0824 and the plans dated January 10, 1989, Job No. 90-0104. It shall be the responsibility of each Lot Owner to ascertain the requirements pertaining to such Owner's Lot under the above-referenced plans.

3. Grading Limitations. Section 6.29 of the Declaration is hereby amended in its entirety to provide as follows:

Section 6.29 Grading Limitations. There shall be no grading within the rear thirty (30') feet of Lots 100 through 116, inclusive, within Phase II, Lots 138 and 139 within Phase III, and Lots 155 through 172 within Phase IV, and Lots designated on amendments to this Declaration for later Phases, without the written approval of the City of Novi.

4. Water Supply Restrictions. The following provisions shall be deemed included in the Declaration as Section 6.33:

Section 6.33 Water Supply Restrictions.
Water mains and water lines have been, or shall be, installed within Phase IV, and all subsequent Phases, for the purposes of servicing each Lot by the Detroit Municipal Water System. However, due to the moratorium on new water taps within the City of Novi established by the Michigan Department of Health, the following restrictions shall apply to all Lots:

(a) Until such time as the City of Novi advises the Owners of Lots that public water service is available for such Lots, no Lots within Phase IV are permitted to connect to the public water system.

(b) All residential dwellings on Lots within Phase IV shall be served by potable water utilizing individual wells, drilled by a well driller, licensed by the State of Michigan to depths of at least eight four (84) feet with adequate yield. Prior to the construction of a well within a Lot, all applicable permits for the installation of wells must be obtained from the Oakland County Health Division and all other applicable governmental agencies having jurisdiction over the installation of wells. All wells shall be grouted completely through the clay barriers. A completed well log form for each potable water well shall be submitted to the Oakland County Health Division within sixty (60) days following the completing of a well.

(c) Well water may have elevated hardness and high iron content. Accordingly, although not required for health purposes, water softening or treatment systems may be desirable for drinking water purposes.

(d) Sanitary sewer leads within the Lots which are within the 10 to 15 feet isolation distance must conform ASTM-D-2241 (SDR-26) with joints conforming to ASTM-D-3139/D3212.

(e) At such time as the water permit moratorium is rescinded by the Michigan Department of Public Health and the City of Novi notifies Lot Owners within Phase IV that public water service is available for such Lots, the Owners of such Lots shall be permitted to connect their residential dwellings to the public water system. In the event a Lot Owner connects to the public water system, the Lot Owner shall disconnect the dwelling from the individual well, and there shall be no cross connections between the municipal water system and an individual well. Following the connection of a Lot to the public water system, individual wells may be utilized for lawn irrigation and other outdoor purposes. If a water well that has been disconnected from the residential dwelling is not utilized for lawn watering or other outdoor purposes, the well must be properly abandoned and filled, in accordance with all applicable laws, ordinances, rules and regulations of all governmental entities having jurisdiction.

(f) Notwithstanding the provisions of Article VIII, the Developer shall not be entitled to amend the provisions of this Section 6.33 without the prior consent of the Oakland County Health Division and all other applicable governmental agencies having jurisdiction over the installation of wells.

5. Ratification. Capitalized terms not defined in this Second Amendment shall have the meanings ascribed to such terms in the Declaration and First Amendment. To the extent not modified herein, the Declaration and First Amendment shall continue in full force and effect and are ratified in all respects.

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date written above.

WITNESS:

NOVI ASSOCIATES LIMITED PARTNERSHIP,
a Michigan limited partnership

By: NOVI GENERAL, INC., a
Michigan corporation
Its: General Partner

Mark Sturing
Mark Sturing
Beth Scott
Beth Scott

STATE OF MICHIGAN) ss:
COUNTY OF OAKLAND)

By: Norman Bezanos
Norman Bezanos
Its: President

The foregoing instrument was acknowledged before me this 21 day of December, 1993, by NORMAN BEZANOS, its VICE PRESIDENT on behalf of NOVI General, Inc., a Michigan corporation, General Partner of Novi Associates Limited Partnership, a Michigan limited partnership.

DRAFTED BY:

Mark S. Cohn, Esq.
Seyburn, Kahn, Ginn, Bess,
Howard and Reitch, P.C.
2000 Town Center, Ste. 1500
Southfield, Michigan 48075

WHEN RECORDED RETURN TO:

Mark A. Sturing, Esq.
31731 Northwestern Hwy., Suite 200E
Farmington Hills, MI 48334

SUSAN K. DOTSON
NOTARY PUBLIC - OAKLAND COUNTY, MICH.
MY COMMISSION EXPIRES 11-15-94

Susan K. Dotson

EXHIBIT A

Part of the S.E. 1/4 of Section 28, T. 1 N., R. 8 E., City of Novi, Oakland County, Michigan described as follows:

Beginning at the S.E. corner of Section 28, T. 1 N., R. 8 E., and proceeding thence along the S. line of said Section 28, N. 89° 41' 05" W., 660.00'; thence N. 00° 18' 55" E., 170.00'; thence N. 76° 03' 27" W., 339.56'; thence S. 00° 18' 55" W., 250.00' to a point on the S. line of Section 28; thence along said line N. 89° 41' 05" W., 383.83'; thence N. 00° 11' 35" W., 394.69'; thence S. 87° 43' 55" W., 463.44'; thence S. 01° 15' 55" W., 373.83' to a point on the S. line of Section 28; thence along said line N. 89° 41' 05" W., 577.05'; thence N. 00° 49' 14" E., 2641.53' to a point on the East and West 1/4 line of Section 28; thence along said line S. 89° 31' 51" E., 2498.54' to the E. 1/4 corner of Section 28; thence along the East line of Section 28, S. 02° 27' 05" W., 2,191.06'; thence S. 88° 48' 55" W., 214.50'; thence S. 02° 27' 05" W., 115.50'; thence N. 88° 48' 55" E., 132.00'; thence N. 02° 27' 05" E., 66.00'; thence N. 88° 48' 55" E., 82.50' to a point on the East line of Section 28, thence along said line S. 02° 27' 05" W., 396.00' to the point of beginning, and being subject to the rights of the public in the most Easterly 33.00' thereof (Taft Road) and also being subject to the rights of the public in the most Southerly 33.00' thereof (Nine Mile Road) and also being subject to any easements of record.

**THIRD AMENDMENT TO ROYAL CROWN
ESTATES DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS THIRD AMENDMENT TO ROYAL CROWN ESTATES DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Third Amendment") is made this 24th day of March, 19 94, by BEZTAK DUNBARTON LIMITED PARTNERSHIP, a Michigan Limited Partnership, whose address is 31731 Northwestern Highway, Suite 201E, Farmington Hills, Michigan 48018 and NOVI ASSOCIATES LIMITED PARTNERSHIP, Michigan limited partnership, whose address is 31731 Northwestern Highway, Suite 201E, Farmington Hills, Michigan 48018 (collectively "Developer").

RECITALS:

A. In conjunction with the development of Royal Crown Estates No. 1, Beztak Dunbarton Limited Partnership executed and recorded the Royal Crown Estates Declaration of Covenants, Conditions and Restrictions, dated June 1, 1989, in Liber 11171, Pages 007 through 033, inclusive, Oakland County Records (the "Declaration"). The property that is subject to the Declaration is located in the City of Novi, Oakland County, Michigan and is described on Exhibit A attached hereto and made a part hereof (the "Property").

B. In conjunction with the development of Royal Crown Estates Nos. 2 and 3, Beztak Dunbarton Limited Partnership executed and recorded a First Amendment to Royal Crown Estates Declaration of Covenants, Conditions and Restrictions, dated December 6, 1990, in Liber 11677, Pages 259 through 263, inclusive, Oakland County Records (the "First Amendment").

C. In conjunction with the development of Royal Crown Estates No. 4, Beztak Dunbarton Limited Partnership and Novi Associates Limited Partnership executed and recorded a Second Amendment to Royal Crown Estates Declaration of Covenants, Conditions and Restrictions dated December 21, 1993, in Liber 14328, Pages 841 through 845, inclusive, Oakland County Records (the "Second Amendment").

D. The Declaration, First Amendment and Second Amendment cover all of the Property and contain certain specific restrictions pertaining to Lots within Royal Crown Estates Nos. 1, 2, 3 and 4.

E. Under Section 8.01 of the Declaration, Developer is entitled to amend the Declaration, as it relates to any phase for which a final plat of subdivision has been recorded, at any time prior to the sale of the first Lot in said Phase.

F. In connection with the recordation of the plat for Royal Crown Estates No. 5 and prior to the sale of Lots therein, Developer desires to further amend the Declaration as it relates to Royal Crown Estates No. 5 in the manner described below.

NOW, THEREFORE, Developer hereby declares that the Royal Crown Estates Declaration of Covenants, Conditions and Restrictions, dated June 1, 1989 and recorded in Liber 11171, Pages 007 through 033, inclusive, as amended, is further amended as follows:

1. Definitions. The definitions of "Phase I" and "Phase II and any Phases thereafter contained in Article I of the Declaration are amended in their entirety to provide as follows:

7. "Phase I" shall mean Royal Crown Estates No. 1, recorded in Liber 208, of plats, pages 40, 41, 42 & 43, Oakland County Records.

O.K. — LM

8. "Phase II" shall mean Royal Crown Estates No. 2, recorded in Liber 213, of plats, pages 15, 16, 17 & 18, Oakland County Records.
- 8A. "Phase III" shall mean Royal Crown Estates No. 3, recorded in Liber 213, of plats, pages 23, 24, 25 & 26, Oakland County Records.
- 8B. "Phase IV" shall mean Royal Crown Estates No. 4, recorded in Liber 228 of plats, pages 33 through 36 inclusive, Oakland County Records.
- 8C. "Phase V" shall mean Royal Crown Estates No. 5, as described in the subdivision plat which is recorded by Developer in the Oakland County Records.
- 8D. "Phase II And Any Phases Thereafter" shall mean Royal Crown Estates No. 2, Royal Crown Estates No. 3, Royal Crown Estates No. 4 Royal Crown Estates No. 5, and such portions of the Property, together with all Lots and Common Areas, if any, within such portions of the Property, as described on the subdivision plats for subsequent Phases which are hereafter recorded by Developer.

All references in the Declaration to either "Phase I", "Phase II", "Phase III", "Phase IV", "Phase V" or to "Phase II And Any Phases Thereafter" shall be deemed to refer to the modified definitions contained in this Paragraph 1.

2. Tree Removal. Section 6.15 of the Declaration is hereby amended in its entirety to provide as follows:

Section 6.15 Tree Removal. Clear-cutting or removal of trees greater than eight (8) inch caliper at breast height shall not be permitted unless such clear-cutting or tree removal is in compliance with all applicable municipal ordinances, including but not limited to, the City of Novi Woodlands Ordinance. Prior to commencement of construction, each Lot Owner shall submit to the City of Novi, as required by the City for its approval, a plan for the preservation of trees in connection with the construction process. It shall be the responsibility of each Lot Owner to maintain and preserve all large trees on its Lot, which responsibility includes welling trees, if necessary. On Lots 22 and 42 within Phase I, no trees shall be removed other than within the area shown on engineering plans prepared by Warner, Cantrell, and Padmos, Inc., dated August 31, 1988, Job No. 87-0824. On Lots within Phases II, III, IV and V, and on any Lots designated on amendments to these Regulations for later Phases, no trees shall be removed other than within the area shown on engineering plans prepared by Warner, Cantrell and Padmos, Inc., dated January 6, 1989, and January 26, 1989, Job No. 8-0824 and the plans dated January 10, 1992, Job No. 90-0104. It shall be the responsibility of each Lot Owner to ascertain the requirements pertaining to such Owner's Lot under the above-referenced plans.

3. Grading Limitations. Section 6.29 of the Declaration is hereby amended in its entirety to provide as follows:

Section 6.29 Grading Limitations. There shall be no grading within the rear thirty (30') feet of Lots 100 through 116, inclusive, within Phase II, Lots 138 and 139 within Phase III, and Lots 155 through 172 within Phase IV, Lots 203 through 211 within Phase V, and Lots designated on amendments to this Declaration for later Phases, without the written approval of the City of Novi.

4. Water Supply Restrictions. The following provisions shall be deemed included in the Declaration as Section 6.33:

Section 6.33 Water Supply Restrictions. Water mains and water lines have been, or shall be, installed within Phase IV, Phase V, and all subsequent Phases, for the purposes of servicing each Lot by the Detroit Municipal Water System. However, due to the moratorium on new water taps within the City of Novi established by the Michigan Department of Health, the following restrictions shall apply to all Lots:

- a. Until such time as the City of Novi advises the Owners of Lots that public water service is available for such Lots, no Lots within Phase IV or Phase V are permitted to connect to the public water system.
- b. No Lot shall be used for other than single family residential use.
- c. Permits, where applicable, for the installation of well water systems shall be obtained from the Oakland County Health Division prior to construction.
- d. All residential dwellings on Lots within Phase IV and Phase V shall be served by potable water supply system. All wells on individual Lots shall be drilled by a well driller, registered by the State of Michigan, to depths of at least eight four (84) feet with adequate yield. All wells shall be grouted completely through the clay barriers. A completed well log form for each potable water well shall be submitted to the Oakland County Health Division within sixty (60) days following the completion of a well.
- e. Well water may have elevated hardness and high iron content. Accordingly, although not required for health purposes, water softening or treatment systems may be desirable for drinking water purposes.
- f. Sanitary sewer leads within the Lots which are within the 10 to 50 feet isolation distance must conform to ASTM-D-2241 (SDR-26) with joints conforming to ASTM-D-3139/13.12. Otherwise, all sewers and sewer leads within the Project must be located a minimum of 50 feet from any well.
- g. At such time as the water permit moratorium is rescinded by the Michigan Department of Public Health, all Lot Owners within Phase IV and Phase V shall install water meters and connect their residential dwellings to the public water supply system. When a Lot Owner connects to the public water system, the Lot Owner shall disconnect the dwelling from the individual private well, and there shall be no cross connections between the municipal water system and an individual private well. Following the connection of a Lot to the public water system, individual wells may be utilized for lawn irrigation and other outdoor purposes. If an individual private well that has been disconnected from the residential dwelling is not utilized for lawn watering or other outdoor purposes, the well must be properly abandoned and filled, in accordance with all applicable laws, ordinances, rules and regulations of all governmental entities having jurisdiction.
- h. Notwithstanding the provisions of Article VIII, the Developer shall not be entitled to amend the provisions of this Section 6.33 without the prior consent of the Oakland County Health Division and all other applicable governmental agencies having jurisdiction over the installation of wells.

5. Ratification. Capitalized terms not defined in this Third Amendment shall have the meanings given to such terms in the Declaration. To the extent not modified herein, the Declaration, First Amendment and Second Amendment shall continue in full force and effect and are ratified in all respects.

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date written above.

WITNESS:

NOVI ASSOCIATES LIMITED PARTNERSHIP,
a Michigan limited partnership

By: NOVI GENERAL, INC.,
a Michigan corporation

Its: General Partner

Susan K Dotson

Beth Scott

Beth Scott

By:

Harold Beznos

Its: President

BEZTAK DUNBARTON LIMITED
PARTNERSHIP, a Michigan Limited Partnership

By: FIRST GENERAL CORP.,
a Michigan corporation

Its: General Partner

Susan K Dotson

Beth Scott

Beth Scott

By:

Harold Beznos

Its: President

STATE OF MICHIGAN)

)ss:
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 24 day of March, 1994, by Susan K Dotson President on behalf of Novi General, Inc., a Michigan corporation, General Partner of Novi Associates Limited Partnership, a Michigan limited partnership.

STATE OF MICHIGAN)
)ss:
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 24 day of March, 1994, by Susan K Dotson President on behalf of First General Corp., a Michigan corporation, General Partner of Beztak Dunbarton Limited Partnership, a Michigan limited partnership.

DRAFTED BY:

Mark S. Cohn, Esq.
Seyburn, Kahn, Ginn, Bess,
Howard and Deitch, P.C.
2000 Town Center, Suite 1500
Southfield, Michigan 48075

WHEN RECORDED RETURN TO:

Mark A. Sturing
Beztak Companies
31731 Northwestern Hwy, Suite 200
Farmington Hills, MI 48334

SUSAN K. DOTSON
NOTARY PUBLIC - OAKLAND COUNTY, MICH.
MY COMMISSION EXPIRES 11-15-94

SUSAN K. DOTSON
NOTARY PUBLIC - OAKLAND COUNTY, MICH.
MY COMMISSION EXPIRES 11-15-94

EXHIBIT A

Part of the S. E. 1/4 of Section 28, T. 1 N., R. 8 E., City of Novi, Oakland County, Michigan described as follows:

Beginning at the S.E. corner of Section 28, T. 1 N., R. 8 E., and proceeding thence along the S. line of said Section 28, N. 89 degrees 41 minutes 05 seconds W., 660.00 feet; thence N. 00 degrees 18 minutes 55 seconds E., 170.00 feet; thence N. 76 degrees 03 minutes 27 seconds W., 339.56 feet; thence S. 00 degrees 18 minutes 55 seconds W., 250.00 feet to a point on the S. line of Section 28; thence along said line N. 89 degrees 41 minutes 05 seconds W., 383.83 feet thence N. 00 degrees 11 minutes 35 seconds W., 394.69 feet; thence S. 87 degrees 43 minutes 55 seconds W., 463.44 feet; thence S. 01 degrees 15 minutes 55 seconds W., 373.83 feet to a point on the S. line of Section 28; thence along said line N. 89 degrees 41 minutes 05 seconds W., 577.05 feet; thence N. 00 degrees 49 minutes 14 seconds E., 2641.53 feet to a point on the East and West 1/4 line of Section 28; thence along said line S. 89 degrees 31 minutes 51 seconds E., 2498.54 feet to the E. 1/4 corner of Section 28; thence along the East line of Section 28, S. 02 degrees 27 minutes 05 seconds W., 2,191.06 feet; thence S. 88 degrees 48 minutes 55 seconds W., 214.50 feet; thence S. 02 degrees 27 minutes 05 seconds W., 115.50 feet; thence N. 88 degrees 48 minutes 55 seconds E., 132.00 feet; thence N. 02 degrees 27 minutes 05 seconds E., 66.00 feet; thence N. 88 degrees 48 minutes 55 seconds E., 82.50 feet to a point on the East line of Section 28, thence along said line S. 02 degrees 27 minutes 05 seconds W., 396.00 feet to the point of beginning, and being subject to the rights of the public in the most Easterly 33.00 feet thereof (Taft Road) and also being subject to the rights of the public in the most Southerly 33.00 feet thereof (Nine Mile Road) and also being subject to any easements of record.

The above legal description is NKA:

Royal Crown Estates Sub No. 1, Lots 1 thru 55 & Elizabeth Park and Victoria Park Ent 22-28-428-000

Royal Crown Estates Sub No. 2, Lots 56 thru 118 & Elizabeth Park No. 2 Ent 22-28-478-000

Royal Crown Estates Sub No. 3, Lots 119 thru 147 & Elizabeth Park No. 3 Ent 22-28-401-000

Royal Crown Estates Sub No. 4, Lots 148 thru 189 & Moorgate Park West and Moorgate Park East Ent 22-28-477-000

Royal Crown Estates Sub No. 5, Lots 190 thru 244, and two private parks, as recorded in Liber 232, Pages 6, 7, 8, 9 and 10 of Plats, Oakland County Records.

also Part of the SE 1/4, Sec. 28

DECLARATION OF WATER SUPPLY
COVENANTS AND RESTRICTIONS FOR
ROYAL CROWN ESTATES NO. 4

This Declaration of Water Supply Covenants and Restrictions for Royal Crown Estates No. 4 ("Water Supply Declaration") is made this 15th day of September, 1993, by Novi Associates Limited Partnership, a Michigan limited partnership, whose address is 31731 Northwestern Highway, Suite 201E, Farmington Hills, Michigan 48018 ("Developer").

R E C I T A L S :

A. Developer is the owner of certain real property located in the City of Novi, Oakland County, Michigan, more particularly described on Exhibit A attached hereto and made a part hereof, which is being developed by Developer as a single family subdivision known as Royal Crown Estates No. 4.

B. In connection with the development of Royal Crown Estates No. 4, Developer has installed or shall install water mains and water lines for the purpose of servicing each lot by the Detroit Municipal Water System. However, due to the moratorium on new water taps within the City of Novi established by the Michigan Department of Health, Developer is required to impose certain restrictions upon all lots within Royal Crown Estates No. 4.

NOW, THEREFORE, Developer hereby declares that the real property described on Exhibit A attached hereto and made a part hereof and any lots into which said property may be divided is, and shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions set forth hereinbelow; which covenants and restrictions are for the benefit of and shall run with and bind the property and all parties having any right, title and interest in the property or any part thereof, as well as their successors, heirs and assigns.

1. Water Supply Restrictions. Water mains and water lines have been, or shall be, installed within Royal Crown Estates No. 4, for the purpose of servicing each Lot by the Detroit Municipal Water System. However, due to the moratorium on new water taps within the City of Novi established by the Michigan Department of Health, the following restrictions shall apply to all Lots:

a. Until such time as the City of Novi advises the Owners of Lots that public water service is available for such Lots, no Lots within Royal Crown Estates No. 4 are permitted to connect to the public water system.

b. All residential dwellings on Lots within Royal Crown Estates No. 4 shall be served by potable water utilizing individual wells, drilled by a well driller, licensed by the State of Michigan to depths of at least eight four (84) feet with adequate yield. Prior to the construction of a well within a Lot, all applicable permits for the installation of wells must be obtained from the Oakland County Health Division and all other applicable governmental agencies having jurisdiction over the installation of wells. All wells shall be grouted completely through the clay barriers. A completed well log form for each potable water well shall be submitted to the Oakland County Health Division within sixty (60) days following the completing of a well.

c. Well water may have elevated hardness and high iron content. Accordingly, although not required for health purposes, water softening or treatment systems may be desirable for drinking water purposes.

11.00
425-1

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d. Sanitary sewer leads within the Lots which are within the 10 to 50 feet isolation distance must conform ASTM-D-2241 (SDR-26) with joints conforming to ASTM-D-3139/D3212.

10/1/96
e. At such time as the water permit moratorium is rescinded by the Michigan Department of Public Health and the City of Novi notifies Lot Owners that public water service is available for such Lots, the Owners of such Lots shall connect their residential dwellings to the public water system. When a Lot Owner connects to the public water system, the Lot Owner shall disconnect the dwelling from the individual well, and there shall be no cross connections between the municipal water system and an individual well. Following the connection of a Lot to the public water system, individual wells may be utilized for lawn irrigation and other outdoor purposes. If a water well that has been disconnected from the residential dwelling is not utilized for lawn watering or other outdoor purposes, the well must be properly abandoned and filled, in accordance with all applicable laws, ordinances, rules and regulations of all governmental entities having jurisdiction.

2. Amendment. Neither Developer nor its successors, heirs or assigns shall be entitled to terminate or amend the provisions of this Water Supply Declaration without the prior consent of the Oakland County Health Division and all other applicable governmental agencies having jurisdiction over the installation of wells.

IN WITNESS WHEREOF, the undersigned has executed this Water Supply Declaration as of the date written above.

WITNESS:

NOVI ASSOCIATES LIMITED PARTNERSHIP,
a Michigan limited partnership

BY: NOVI GENERAL, INC., a
Michigan corporation
Its: General Partner

BY:

Mark A. Sturing

Bonnie R. Rogers

STATE OF MICHIGAN

COUNTY OF OAKLAND

Harold Beznos

Its: President

The foregoing instrument was acknowledged before me this 15th day of September, 1993, by Harold Beznos, its President on behalf of Novi General, Inc., a Michigan corporation, General Partner of Novi Associates Limited Partnership, a Michigan limited partnership.

DRAFTED BY:

Mark S. Cohn, Esq.
Seyburn, Kahn, Ginn, Bess,
Howard and Deitch, P.C.
2000 Town Center, Ste. 1500
Southfield, Michigan 48075

WHEN RECORDED RETURN TO:

Mark A. Sturing, Esq.

31731 Northwestern Hwy., Ste. 200E, Farmington Hills, MI 48334

9:\masc\slw\B:\002210\WATER-SUP.DEC\40016

Notary Public, Oakland County, MI

My commission expires:

BONNIE R. ROGERS

Notary Public, Oakland County, MI
My Commission Expires June 25, 1996

ROYAL CROWN ESTATES NO. 4, A SUBDIVISION OF PART OF THE S.E. 1/4 OF SECTION 28, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE S.E. CORNER OF SECTION 28, T. 1 N., R. 8 E. AN' PROCEEDING THENCE ALONG THE EAST LINE OF SAID SECTION 28, N. 02°27'05" E., 445.50' TO A POINT ON THE BOUNDARY OF ROYAL CR ESTATES NO. 2, A SUBDIVISION, RECORDED IN LIBER 213, PLATS, PAGES 16, 17 AND 18, OAKLAND COUNTY RECORDS; THENCE ALONG SAID BOU S. 88°48'55" W., 214.50'; AND N. 87°32'55" W., 43.41'; 127.52'; AND N. 02°27'05" E., 130.00'; AND N. 87°32'55" W., 43.41'; AND N. 02°27'05" E., 385.92'; AND N. 35°31'25" W., 62.04'; AND N. 52°37'18" W., 126.56'; AND N. 66°00'00" W., 130.95' TO THE POINT BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE S. 39°03'08" W 143.24'; THENCE S. 69°35'56" W., 194.05'; THENCE N. 88°00'04" W., 250.00'; THENCE N. 87°40'33" W., 164.60'; THENCE N. 82°03'09" W., 1 THENCE N. 07°56'51" E., 23.11'; THENCE N. 82°03'09" W., 125.00'; TH S. 07°56'51" W., 148.11'; THENCE N. 82°03'09" W., 316.12'; THENCE N. 05°52'54" W., 211.61'; THENCE N. 62°02'34" W., 197.85'; THENCE N. 77°30'42" W., 126.86'; THENCE N. 89°41'05" W., 106.10'; THENCE N. 81°37'44" W., 60.00'; THENCE ALONG A CURVE TO THE LEFT, RADIU 510.00', CENTRAL ANGLE 06°00'02", (THE CHORD OF SAID CURVE BEAR S. 05°22'15" W., 53.39'), A DISTANCE OF 53.41'; THENCE N.89°10'46" 115.19'; THENCE N. 00°49'14" E., 653.21' TO A POINT ON THE BOUND. OF ROYAL CROWN ESTATES NO. 3, A SUBDIVISION, RECORDED IN LIBER PLATS, PAGES 23, 24, 25 AND 26, OAKLAND COUNTY RECORDS; THENCE ALONG SAID BOUNDARY S. 89°10'46" E., 69.73'; AND S. 71°49'38" E., 186.33'; AND ALONG A CURVE TO THE LEFT, RADIUS 260.00', CENTRAL ANGLE 10°12'19", (THE CHORD OF SAID CURVE BEARS S. 21°33'55" W. 46.25', A DISTANCE OF 46.31'; AND S. 73°32'43" E., 170.00'; AND S. 00°49'14" W., 80.00'; AND S. 65°53'28" E., 263.84'; AND N. 82°52' 107.99'; AND N. 80°51'30" E., 181.26' TO A POINT ON THE BOUNDARY SAID ROYAL CROWN ESTATES NO. 2; THENCE ALONG SAID BOUNDARY N. 73°01'19" E., 41.31'; AND S. 46°24'00" E., 36.56'; AND S. 62°25' 120.42'; AND S. 88°00'04" E., 194.21'; AND S. 73°37'39" E., 110.67'; S. 53°47'15" E., 60.00'; AND S. 66°00'00" E., 134.93' TO THE POINT BEGINNING, CONSISTING OF 42 LOTS NUMBERED 148 THROUGH 189 BOT INCLUSIVE AND TWO PRIVATE PARKS AND CONTAINING 18.5263 ACRES.

EXHIBIT A

DiMora Team

DECLARATION OF WATER SUPPLY
COVENANTS AND RESTRICTIONS FOR
ROYAL CROWN ESTATES NO. 5

AS RECORDED IN LIBER 232 PAGES 6,7,8,9 & 10

THIS DECLARATION OF WATER SUPPLY COVENANTS AND RESTRICTIONS FOR ROYAL CROWN ESTATES NO. 5 ("Water Supply Declaration") is made this 24th day of March, 1994, by BEZTAK DUNBARTON LIMITED PARTNERSHIP, a Michigan limited partnership, whose address is 31731 Northwestern Highway, Suite 201E, Farmington Hills, Michigan 48018 and NOVI ASSOCIATES LIMITED PARTNERSHIP, a Michigan limited partnership, whose address is 31731 Northwestern Highway, Suite 201E, Farmington Hills, Michigan 48018 and (collectively "Developer").

RECITALS:

A. Developer is the owner of certain real property located in the City of Novi, Oakland County, Michigan, more particularly described on Exhibit A attached hereto and made a part hereof, which is being developed by Developer as a single family subdivision known as Royal Crown Estates No. 5.

B. In connection with the development of Royal Crown Estates No. 5, Developer has installed or shall install water mains and water lines for the purpose of servicing each lot by the Detroit Municipal Water System. However, due to the moratorium on new water taps within the City of Novi established by the Michigan Department of Health, Developer is required to impose certain restrictions upon all lots within Royal Crown Estates No. 5.

NOW, THEREFORE, Developer hereby declares that the real property described on Exhibit A attached hereto and made a part hereof and any lots into which said property may be divided is, and shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions set forth hereinbelow; which covenants and restrictions are for the benefit of and shall run with and bind the property and all parties having any right, title and interest in the property or any part thereof, as well as their successors, heirs and assigns.

1. Water Supply Restrictions. Water mains and water lines have been, or shall be, installed within Royal Crown Estates No. 5, for the purpose of servicing each Lot by the Detroit Municipal Water System. However, due to the moratorium on new water taps within the City of Novi established by the Michigan Department of Health, the following restrictions shall apply to all Lots:

- a. Until such time as the City of Novi advises the Owners of Lots that public water service is available for such Lots, no Lots within Royal Crown Estates No. 5 are permitted to connect to the public water system.
- b. No Lot shall be used for other than single family residential use.
- c. Permits, where applicable, for the installation of well water systems shall be obtained from the Oakland County Health Division prior to construction.
- d. All residential dwellings on Lots within Royal Crown Estates No. 5 shall be served by potable water supply system. All wells on individual Lots shall be drilled by a well driller, registered by the State of Michigan to depths of at least eight four (84) feet with adequate yield. All wells shall be grouted completely through the clay barriers. A completed well log form for each potable water well shall be submitted to the Oakland County Health Division within sixty (60) days following the completion of a well.

11.00
2.00
0.00

e. Well water may have elevated hardness and high iron content. Accordingly, although not required for health purposes, water softening or treatment systems may be desirable for drinking water purposes.

f. Sanitary sewer leads within the Lots which are within the 10 to 50 feet isolation distance must conform ASTM-D-2241 (SDR-26) with joints conforming to ASTM-D-3139/ D3212. Otherwise, all sewers and sewer leads within the Project must be located a minimum of 50 feet from any well.

g. At such time as the water permit moratorium is rescinded by the Michigan Department of Public Health, all Lot Owners within Royal Crown Estates No. 5 shall install water meters and connect their residential dwellings to the public water supply system. When a Lot Owner connects to the public water system, the Lot Owner shall disconnect the dwelling from the individual private well, and there shall be no cross connections between the municipal water system and an individual private well. Following the connection of a Lot to the public water system, individual wells may be utilized for lawn irrigation and other outdoor purposes. If an individual private well that has been disconnected from the residential dwelling is not utilized for lawn watering or other outdoor purposes, the well must be properly abandoned and filled, in accordance with all applicable laws, ordinances, rules and regulations of all governmental entities having jurisdiction.

2. Amendment. Neither Developer nor its successors, heirs or assigns shall be entitled to terminate or amend the provisions of this Water Supply Declaration without the prior consent of the Oakland County Health Division and all other applicable governmental agencies having jurisdiction over the installation of wells.

IN WITNESS WHEREOF, the undersigned has executed this Water Supply Declaration as of the date written above.

WITNESS:

Susan K Dotson
Susan K Dotson
Beth Scott
Beth Scott

NOVI ASSOCIATES LIMITED
PARTNERSHIP, a Michigan limited
partnership

By: NOVI GENERAL, INC.,
a Michigan corporation

Its: General Partner

By: Harold Beznos
Its: President

BEZTAK DUNBARTON LIMITED
PARTNERSHIP, a Michigan Limited
Partnership

By: FIRST GENERAL CORP.,
a Michigan corporation

Its: General Partner

By: Harold Beznos
Its: President

Susan K Dotson
Susan K Dotson
Beth Scott
Beth Scott

(Notary Jurats contained on page 3)

STATE OF MICHIGAN)
COUNTY OF OAKLAND)
)ss:

LIBER 14729 pc 585

The foregoing instrument was acknowledged before me this 24 day of March, 1994, by David Bennett on behalf of Novi General, Inc., a Michigan corporation, General Partner of Novi Associates Limited Partnership, a Michigan limited partnership.

Susan K. Dotson

STATE OF MICHIGAN)
COUNTY OF OAKLAND)
)ss:

SUSAN K. DOTSON
NOTARY PUBLIC - OAKLAND COUNTY, MICH.
MY COMMISSION EXPIRES 11-15-94

The foregoing instrument was acknowledged before me this 24 day of March, 1994, by David Bennett on behalf of First General Corp., a Michigan corporation, General Partner of Beztak Dunbarton Limited Partnership, a Michigan limited partnership.

Susan K. Dotson

DRAFTED BY:

SUSAN K. DOTSON
NOTARY PUBLIC - OAKLAND COUNTY, MICH.
MY COMMISSION EXPIRES 11-15-94

Mark S. Cohn, Esq.
Seyburn, Kahn, Ginn, Bess,
Howard and Deitch, P.C.
2000 Town Center, Suite 1500
Southfield, Michigan 48075

WHEN RECORDED RETURN TO:

Mark A. Sturing
Beztak Companies
31731 Northwestern Hwy., Suite 200
Farmington Hills, MI 48334

Courtesy of The DiMora Team

LIBER 14729 PG 586

EXHIBIT "A"

ROYAL CROWN ESTATES NO. 5, A SUBDIVISION OF PART OF THE S.E. 1/4 OF SECTION 28, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE S.E. CORNER OF SECTION 28, T. 1 N., R. 8 E. AND PROCEEDING THENCE ALONG THE SOUTH LINE OF SAID SECTION 28, N.89°41'05"W., 660.00'; THENCE N.00°18'55"E., 170.00'; THENCE N.76°03'27"W., 339.56'; THENCE S.00°18'55"W., 250.00' TO A POINT ON THE SOUTH LINE OF SAID SECTION 28; THENCE ALONG SAID LINE

N.89°41'05"W., 383.83'; THENCE N.00°11'35"W., 394.69'; THENCE N.50°22'06"W., 17.77'; THENCE N.60°09'59"W., 120.76'; THENCE N.04°50'21"W., 227.12'; THENCE N.07°56'51"E., 332.20'; LAST

DESCRIBED COURSE BEING IN PART ALONG THE BOUNDARY OF ROYAL CROWN ESTATES NO. 4, A SUBDIVISION, RECORDED IN LIBER , PLATS, PAGES

, AND , OAKLAND COUNTY RECORDS; THENCE CONTINUING ALONG SAID BOUNDARY S.82°03'09"E., 125.00'; AND

S.07°56'51"W., 23.11'; AND S.82°03'09"E., 60.00'; AND

S.87°40'33"E., 164.60'; AND S.88°00'04"E., 250.00'; AND

N.69°35'56"E., 194.05'; AND N.39°03'08"E., 143.24' TO A POINT

ON THE BOUNDARY OF ROYAL CROWN ESTATES NO. , A SUBDIVISION, RECORDED IN LIBER 213, PLATS, PAGES 15, 16, 17 AND 18, OAKLAND

COUNTY RECORDS; THENCE ALONG SAID BOUNDARY S.66°00'00"E.,

130.95'; AND S.52°37'18"E., 126.56'; AND S.35°31'25"E.,

62.04'; AND S.02°27'05"W., 385.92'; AND S.87°32'55"E.,

43.41'; AND S.02°27'05"W., 130.00'; AND S.87°32'55"E.,

127.52'; THENCE S.02°27'05"W., 115.50'; THENCE N.88°48'55"E.,

132.00'; THENCE N.02°27'05"E., 68.20'; THENCE N.88°48'55"E.,

82.50' TO A POINT ON THE EAST LINE OF SAID SECTION 28; THENCE

ALONG SAID LINE S.02°27'05"W., 396.00' TO THE POINT OF

BEGINNING, CONSISTING OF 55 LOTS NUMBERED 190 THROUGH 244, BOTH INCLUSIVE, AND TWO PRIVATE PARKS, AND CONTAINING 27.0579 ACRES.

Above Legal Not Royal Crown

Est # S 40-244 & 245 Pks

22-28-400-011 - 232 006

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