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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

# ROYAL CROWN ESTATES DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

a D ŭ O tri TAK io, Ы refel This Declaration of Covenants, Conditions and Restrict made this  $\frac{1.57}{1.5}$  day of  $\frac{1}{1}$  where  $\frac{1}{1}$  is made this  $\frac{1.57}{1.5}$  day of  $\frac{1}{1}$  which is address is 31731 Northwestern Highway, Suite 201E, agton Hills, Michigan 48018 (hereinafter sometimes refiner oper"). tions is DUNBARIC whose ad Farmingt

## RECITALS

- perty น กา the owner of certain real prop County of Oakland, State of on Exhibit A attached hereto oper is to for Novi, secribed Develor City of a is des A. 1 the C. which i r L located ir Michigan, made a par
- ų, OO n Fi į, develop said property in scribed in the plat or plasaid Phases being part of as Royal Crown Estates. 40 such Phases shall be destrected by Developer, posed development known ) ಅವರಿದ್ದರಿ. s se s sion prop m Phases, subdivis overall
- 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 locations 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 in general provide for a residential subdivision of the highest quality and character.

property described on Exhibit A attached hereto is, and any parcels and/or 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

in to and  $\frac{\text{on}}{\text{Michigan non-profit corporation to he purposes described herein, and }$ a Mi the a ti s Association, a Developer for the sand assigns. មា ក្រ n id r< Homeowner formed by successor

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- Ŧ ы 0 0 H 0 0 ដ ១ ១ ១ 14 4.1 6. "Owner" shall mean the holder or holders of the record fee simple title to, and/or the land contract purchases 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 security for the performance of an obligation, unless and until such mortgagee other person or entity shall have acquired fee simple title to such Lot by foreclosure or other proceeding or conveyance their 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, of interests of all such persons or entities, and the interest of the land contract seller and purchaser, collectively shall be that of one Owner. **年** 10 に 10 に 10 に 0 0 1 0 1 to one to the the the transfer of the transfer (D 0 0
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## ARTICLE II ROPERTY SUBJECT TO THIS DECLARATION

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# ARTICLE III ROYAL CROWN ESTATES HOMEOWNERS ASSOCIATIO

, a ji qo m --ion 3.01. Creation and Purposes. Developer shamonths from the date of this Declaration, form poration in accordance with the Michigan Non-Prot, Act No. 162 of the Public Acts of 1982, which as the Royal Crown Estates Homeowners Associationame as may be designated by Developer. The dits Members shall have those rights and ich are set forth in this Declaration and in the corporation and By-Laws of the Association. Section 3.
within six (6) month non-profit corporation Act, Act shall be known as thor such other name a Association and its obligations which as Articles of Incorporations

is and for and Royal ll be to l residents to arrange d benefit, ar stion shall rise of all rein, and to of common be sired charac common us lots thereis cilities of te the desi ocial on us ហ :4 he purposes of the mon Areas for the d and unplatted Lot services and facilintain and promote the the The poor common tted an of ser mainta ŬΨ all Call Call Signature of the test maintain owners of the provi in genera Crown Est

EO Owner Owner G Owner Ĭ. 44 parated Section 3.02. Membership. Developer and every of a Lot shall be a Member of the Association. Every Lot canall become a Member commencing on the date on which said is conveyed fee simple title to said Lot or, if applicable, 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 separate ownership of any Lot.

shal Association are as foll ដូ The ហ | ហ Rights Members Voting Noting M `> . 44 m 0 · ທ ന 🛡 Ø ion Lass ect. w W ~ ر<del>ا</del>. د Ф \ Ф ,Ω

(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 ր 0 0 to vote ailu

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e the orderly development and maintenanty and the Common Areas in Phase I and the Class B Member shall be entitled to s for each Lot owned within Phase I and es shown on the Tentative Preliminary by the Novi City Council on July 25, or not a final plat for each such Phase ded at the time said voting rights may lass B membership shall terminate as to by Developer at the time any such Lot ed to an Owner other than Developer, all thereafter be a Class A Member. and Ø 4040 (b) L
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ned and ons N H Section 3.04 Articles and By-Laws. The Association rganized, governed and operated in accordance with its Incorporation and By-Laws, which shall be consistent rovisions and purposes of this Declaration. In the exists any conflict between the provisions contained Association Articles of Incorporation and By-Laws and ons contained within this Declaration, the provisions claration shall control. shall be Articles with the event the within th the the provious of this D

4-1 44 0 0 0 Ы 13 **(**) U) 0 va d) d) Section 3.05 <u>Directors</u>. The right to manage the Association shall be exclusively vested in the Association Board of Directors. The Developer shall be the Director until such time as fifty (50%) percent of the Lots within all Phases have been sold and conveyed by Developer, until such earlier time as Developer may elect, in its discretion. Thereafter, the Board of Directors shall consistive (5) members, who shall be elected by the Members of the Association in accordance with the provisions of the Article Incorporation and By-Laws of the Association.

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- and ហ (c) The Association shall have the right to ablish rules and regulations as the Board of Director; be deem necessary or desirable for the safe, orderly venient operation and use of the Common Areas and the rovements, equipment or facilities located thereon. establis may be c convenie
- any 1 Ŋ and the contract of the contra Q) ---;;; The Association shall have the right to rights of any Member and the right in Common Areas or the facilities location during which any assessment against is delinquent and for a period not of (30) days for any infraction of any promulgated by the Board of Directors. (d) The the voting to use the C suspend the voting person to use the thereon for any persuch Member's Lot excess of thirty or regulations pro
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- 44 1 0 Ò o c HÕΦ ed ed ,C C C C C have the right to as the Board of D for the preservat n any portion of t ation shall h regulations a r desirable f sociation results or ands The Associan rules and rules and rules and rates ary or and Woodlands (t) deem ands a ~ (I) sh Y Lar blis Wet estab tors any W Prope

Φ the Association 4.02 Title to Common Areas. At such time as the 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 to the Association 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 granted 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. such t of yance ed, ne ๗ апΥ เป

Easements. Developer, the ir agents and representation reasonable access to at all reasonable times operation and improvement ा में N th Common Area East of Novi, their petual easement fer Common Areas ance, repair, ope enance .03 City perpe other Section 4.

ion and the nall have a Spaces and oses of main • Association tives, shal the Open Sp for purpose thereof.

C w > 中計 Developer to the Association in accordance with Section 4.02 above, Developer, subject to all applicable municipal ordinance: including the Woodlands Ordinance of the City of Novi, shall have 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 with the Common Areas for the construction, installation, repair, maintenance and replacement of rights-of-way, walkways, bicycle

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

4-1 υ the 0 댭 ·ri rion or city to the public a d f f f Upon conveyance by Developer to the Association 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 publ 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 determination as to to conditions thereof shall be effective only upon 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 conse of the City of Novi. O ச் 44 குர

### CHARGE CAP P V AND ARTICLE INTENANCE ∑. 년 (년 (년) COVENANTS

U C àü пť Section 5.01 Creation of the Lien and Personal Obvigation for Assessments. Each Owner of any Lot, other this into a land contract for the purchase of such Lot, by enter: deemed to covenant and agree to pay to the Association when the assessments described below, regardless of whether or not such covenant shall be expressed in such instrument of conversion land contract:

- 0 0 14 . ssocia-regull 3 or 6. A WO ذب gular ssment ons 4. to meet reg such assesed in Section annual assessments to which shall include suy easement referenced iation; and (a) an expenses, wh aintain any e Hantion to ma of th
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t) -- O interest costs ow, shall improve 0 H 0 H H H such i belc all and th i gether with su (including controlled becoming the described becomes o ∃ ng assessments, together wircollection thereof (includinglys' fees) which are describagainst which they are made such assessment, together wir ы м ю ю м ю ·H foregoi costs of le attorn the Lot n. Each son and coreasonable and cossonable The 0 H n a n t s hen Φ 0 M A E

异 o t 44 t and ion of त्र क annum or of collect i gat: Lo such oblig Ö n G CC. n on sonal cent process to the cost person the  $\dot{\Omega}$ ,  $\dot{\Omega}$ of seven (7%) pessessment, and to constituting a constitute a profit to fine Lot on ed also c 0 0 Owne the greaters ed in such addition to shall al ter the thereon at the grate provided ir thereof, in addination improvements, sherson who was twas established.

annual assessments levied under this Article V and the working capital funds required under this Article V and the working 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. 44 -0 다 다 O and Ve-

the the and ing in mear of evied a υ > rd commenc scal OHH भ प्र इ.स. इ.स. 1 Assessments.
, and for each assessments sh Annual formed, annual a annei ction 5.03 ociation is thereafter, following ma HHOO 0 0 The So the rati មុខជ > K D

- d 0 he Association based upon the of the Associati ent shall be a 4-1 lof Directors of the Lot an assessment, bases and obligations of ear, which assessment The Board of inst each Lot s, expenses a fiscal year of per Lot. shall levy against projected costs, for the ensuing faspecified amount i
- 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 written statement is mailed. Assessments not paid within thirty (30) days from the date said written statement is mailed. Assessments not paid within and interest shall accrue on delinquent assessments at the rate of seven (7%) percent per annum.
  - 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 any icle 1-4

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IJ m ซ C U ທ ments. In addition to the annual assessments for Capital Improve 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 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 combined Class A and Class B votes, cast in person or by proxy at a meeting of the Association Members duly called for such purpose. Written notice of such meeting shall be sent to all Members at least thirty (30) days in advance of the meeting, which 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 assessment at the rate of seven (7%) percent per annum. and the bbe of of Ыİ 4 0 U Ćį. --on 5. tion thoo the control of

H D W ٠.٠٠ (I) O d d r-1 47 ש rum -14 ਕ ਹ υ υ υ A D O O d guoi of be c ល a) a) duire Id mee rst 0) e quorum required for the first meeting of voting on a special assessment shall be becrent of all the then authorized votent person or by proxy. If the required quefirst meeting called for the purpose of pecial assessment, another meeting may be with notice thereof to be given as proving and the required quorum at any such g shall be two-thirds (2/3) of the requirest meeting, provided that such second mexty (60) days from the date of the first VOT. may h such requi cond m b t t X H Q O K D The The thin the substitution for the purpose of least ninety (90%) present, either in not present at the considering the spe for said purpose, vin this Section 5.0 subsequent meeting quorum for the first held within sixt meeting.

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- ---ល ab-ty. ार पर all and est ď xed at the यं सं )5(b) k be fi withir on 5.05 shall l Lots o n to Sectionsessments O t) n m d m 1) a character W H W भा ७ O) ~ U ∪ (a) and c t the æ מיט ·H 0 UE (I) (A  $\Omega_{i} = 1$
- C ·++ sement this sement deny ther 0 Q (b) Notwithstanding Section 5.05(a) above on to the assessments otherwise authorized in e V, the Association may levy a special assessit one or more specific Lots, for the purpose of ining and caring for the surface thereof and anys, landscaping or other vegetation located this assessment for such purposes shall not be in compliance with the following procedures: additio against maintai plantin except
- Ë W ω i 4 2 2 4 ciation shall determine that r a portion thereof, signifi-e appearance and attractivene Property or otherwise consti sociation The Assua Lot, or a  $\rho_4$ the I om f t of s fro संकुत्तम Obra ince the transfer to the man ਸੁੰਨੂੰ Н ๗ appear antly of the C O U

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- Ö ίij ٠-+ nationy the ŭ, po ermi fact edy red to B o 0 11 0 5 निमें पे छ πţ --unsign to to de] a a he si red red n notice of ature of th ions requir ion, shall g Lot. written les the nat the actio ry conditio ii) iffie and tory ις βου ) 0 ਪ ਜਿਸ which condi unsat Owner
- 42 14 .0 owner ០០ od of ·H U) O ы U 0 0 o HA M H O D (I) have n the notice F C L  $H \tilde{O}$ HIV विम क्रम sh: s >1 W HWH wne) da efel OOH m The Y (3  $\mu$   $\Delta$ भः त (iii) in thii s the a thar ives ired ess ecej equj 러 뇌 뇌
- -- 다 다 15 O ed the striod or, sted with ssociatio required work within said thirty (30) day peric having commenced such work, it is not completed a reasonable time after commencement, the Assoc shall have the right to enter upon the Owner's property, complete the required work and assess cost against such Lot; provided, however, such shall not exceed the reasonable cost for perfor such work.
- tt (t 10H 0 0 E E में प g is U 44 days dell (v) Any assessment levied under thi date the Owner receives a statement. Any essment not paid when due shall be deemed dinterest shall accrue on such delinguent at the rate of seven (7%) percent per annum. 5.05 the casses and bat

U) | φ Ω α t) SSE CONTROLL OF CONTROL OF CONTRO मू विष् भू विष् n) Section 5.06 Certificate With Respect to Assessing within a reasonable time, a written certificate regards of any owner, the Association shall status of any assessments levied against such Owner Any such certificate, when properly issued by the tion, shall be conclusive and binding with regard to of the assessment as between the Association and any rchaser of said Lot(s) described in the certificate agment of a loan. Upon the furnish, ing the s Lot(s). Associati status of fide purcine the repay

# ection 5.07 Exemptions from Assessments.

- il Lots owned by Developer shall be exempt, special and deficiency assessments. Upon y Lot by Developer to a Class A Member, the ch such Lot shall thereupon cease and such e liable for the prorated balance of that ed annual assessment and special assessment, standing the foregoing, however, any Lots er shall not be exempt from assessments by for real property taxes and other charges. from all regular, spiconveyance of any Loexemption for each sultot shall then be liyear's established anif any. Notwithstancowned by Developer sithe City of Novi for
- $\dashv \Box$   $\sigma$ म् ५ ies 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 the event construction is not commenced within two (2) years

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applic the 14 07 цo S subdivi 41 O μ a a -Н p, o U Ψ Ť Н C ψ ( beel Q u Ø the from Phase 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 the prior to such sale or transfer, but in no such event shall the prior for 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, 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. Lt Lt 1) UI

0 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.

of a body section 5.10 Action by the City of Novi. In the nt the Association fails at any time to maintain the Common as in reasonable order and condition, the City of Novi may we written notice upon the Association setting forth the ner in which the Association has failed to maintain the Open ces or other Common Areas and such notice shall include a and that deficiencies of maintenance be cured within thirty () days thereof and shall further state the date and place of ring thereof before the City Counsel or such other board, bod official to whom the City Counsel shall delegate such respontility, which shall be held within fourteen (14) days of such Open Common ri may event the Ass Areas in reas serve written manner in whi Spaces or oth aemand that d (30) days the hearing there or official t sibility, whin

С П the the 0) Ü 17 1-1or 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 to other methods of collection, the City of Novi. In additing the place such assessment on the City of Novi shall have tright to place such assessment on the City Tax Rolls of the assessed property.

### ARTICLE VI GENERAL RESTRICTIONS

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

U) Dwelling Quality and Size. It is the this Declaration to insure that all wn Estates shall be of quality design, als approved by Developer. All dwellings n accordance with the applicable governordinances and/or regulations and with as may be required by this Declaration or essors and/or assigns. The minimum square of a dwelling, exclusive of attached all be: (i) for one-story dwellings, not eight hundred (1,800) square feet; (ii) is (including, but not limited to, bi-levels ess than two thousand one hundred (2,100) 14 W ---0 H 0 ~ tion 6.02

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The codes in the ल द्रमें देश ० थन े थ sectintention and dwellings in R workmanship an shall be const mental buildin such further s by Developer, footage of flogarages, steps similar facililess than one for two-story and tri-levels square feet.

-- (1) will the 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 thy 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 Suildings a raduced below one thousand aix hundred (1,600) square feet and the 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. д в н рз в 0 0 0 н 뛶 ជ

Section 6.03 Building Location. Except as provided on 6.04, all buildings and structures shall be located of at least thirty (30) feet from the front lot line. s and garages shall be located at least thirty-five (35) m the rear lot line and at least ten (10) feet from any line. In addition, all buildings and structures on any ots shall be located at least thirty (30) feet from any eet lot line. For purposes of these set back and side visions, eaves, steps and open porches shall not be ed as part of any building or structure. in Section
each Lot at
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44. 0n O rem, 43, the the leguin 11,42, signat nall k 8 9 A 10n ,36, n o E G th With lding Locat 1,22,23,35 and on Lot later Phas irty (38) f Lots
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t thir structures on Lots d 55 within Phase I se Restrictions for uch Lot at least th White Pine Drive. uch Whit o O ¥. tion 6 and s 4 and the W ach ပြောက်ဝ т Д Sec All buildings 45,46,47,48,5 amendments to located on ea line fronting

IJ 당 than unit Φ a) ug m c ·rd רן דו מ e minimum lot size for for said Lot in the nore developed as a single of Lot Owner for any Lot), all Restrictions to such resulting unit tion 6.05 Lot Size. The minimum the Lot size established for said corded plat of subdivision. In the portions thereof, are developeds to the obligation of each Lot Ow ade against each separate Lot), all Declaration shall apply to such reas to any single Lot. or pas to made ctic nne shall be licable re (1) Lot, (1) ssments mash in this same min this same min this Lot sh applic one (1 (and e assess forth the sa

14 W) 47 C W D ं के के Section 6.06 <u>Driveways</u>. Access driveways and oth paved areas for vehicular use on a Lot shall have a base of compacted sand, gravel, crushed stone or other approved base 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. Clots 1,22,23,35,36,41,48 and 54 within Phase I and on any Lot there shall be no access for vehicles or pedestrians and no driveways and walkways to and from White Pine Drive. (D) (D) \$4 O of 0 फ़ें, कें म्हें il C نټ ه  $\mathbf{O}$  $\Omega \in \Gamma$ 

top to 9 9 Where there of storm water wner may, with I Novi, take suction, subject to d that no ob-Ω, ω W Natural Drainage Ways. Where ther condition of accumulation of storm waded period of time, the Owner may, we beveloper and the City of Novi, take sary to remedy such condition, subject of existing storm drain swales and 19 which storm water naturally flower operty. T F J 14 0 0 conding Conding Deve proper version for the conding of the conding version for Section 6.07 exists on any Lot(s) a cremaining over an extendithe written approval of steps as shall be necessithe provisions of Sectionstructions or diversions channels, over and through or across any Lot, shall cause damage to other pr

H.  $\mathbf{D} \rightarrow \mathbf{I}$ C: 34 ுர் ஏ ம TO 11 ret Q Hirl (1) Ξ, (1) 34 .C oβ Exterior any or dscape or ands ---म द्र ल । ल न्त्र प t a b ű. เป ज्ञ <u>ज</u>्ञ स्व ng ₹ 덩 uild; rck, ture ம்பெ O O 4.) × 15-4 D, w w O G V A ~ ö й ю માં છે હાં છ Section 6 may be st with the aby Develor (i) U)  $\neg$   $\sigma$ р 4 4 6 6 7 end: pro लन हैं, D. E.

Section 6.09 Home Occupations, Nuisances and Liveshall 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 annoy-ance 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. (f) a) ல் சைத் U w

44 ound 4 пg t tr Ö ल ट्रे ល អ Q O a a ਧੇਯ E U ·H 0 ๙ EH ㅂㄷ E P (I) ゴ n Q, 1.1 ाउ 🔄 Sh. 0 .4

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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 compstruction. No old or used buildings of any kind whatsoever shall be moved or reconstructed on any contraction 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 write is agenty, servonts, employees or independent contractors, in erecting any building or structure on said contractors, in erecting any building or structure on said contractors, in erecting any building or structure on said contractors, in erecting any building or structure on said contractors, in erecting any building or structure on said contractors, in erecting any building or structure on said contractors, in erecting any building or structure on said contractors, in erecting any building or structure on said contractors, in erecting any building or structure on said contractors, in erecting any building or structure on said contractors agents. Said westoration shall be performed immediately following the completion of said work or, if such work is not completed. E v លអាច пg **(1)** ከን

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ction with y of each is Lot, shall plans 31, g t shall be the responsibility of eserve all large trees on its Lots welling trees, if necessary. Or and on any Lots designated on ions for later Phases, no trees sthe areas shown on engineering pand Padmos, Inc., dated August 3 approval, a plan for the preservation of the construction process. It shall be to Lot Owner to maintain and preserve all land the sponsibility includes welling transports 22 and 42 within Phase I and on any amendments to these Restrictions for latbe removed other than within the areas sprepared by Warner, Cantrell and Padmos, 1988, Job No. 87-0824.

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Section 6.17 Vehicular Parking and Storage. No er, mobile home, bus, boat trailer, boat, camping vehicle, cycle, recreational vehicle, commercial or inoperative le of any description shall at any time be parked, stored or ained on any Lot, unless stored fully enclosed within an hed garage or similar structure; provided, however, that ers' trucks and equipment may be parked and used on any Lot gronstruction operations. No commercial vehicle lawfully any Lot for business shall remain on such Lot except in the ary course of business and in conformity with all applicable and/or ordinances. H<sub>O</sub> trailer, momentailer, momentaile of maintained attached gabuilders! the during consupon any Loordinary colaws and/or

D D 44 मिला О 0 Section 6.18 Garbage and Refuse. Trash, garbage of standing sanitary containers promptly disposed of so that it will not be objection neighboring property owners. No outside storage for a garbage shall be maintained or used unless the same properly concealed. The burning or incineration of trash, construction materials or other waste outside dential dwelling is strictly prohibited. other was shall be able to n refuse or shall be rubbish, any resid

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 chall be erected on any Lot virhout 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 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 area. ound any and a from height ਸੰਧੂ 4) <u>Ā</u>

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

e L -----4.) Allalale 0 1 Upon mer shall <u>ស</u> ល Own. aid. or re 4) 44 O 0 DA HO who owns Lots I be exempt from this Section 6.2 a builder to a uption for said subject to all n 6.20. 고디 shall become a lien upon the Lot(s) involve Lots owned by Developer or a builder who ow the ordinary course of business shall be exforegoing restrictions contained in this Seconveyance of any Lot by Developer or a builder, the exemption thereupon cease and such Lot shall be subjerestrictions contained in this Section 6.20

W Φ **,---**O . No trail bikes, recreational vehin easement, side he subdivision. in the ทาป o o ď નાં છ ધ ધા U 1-11 U O ·r 4 Motor any r; 1 H G цo torize tori Motor or ot retent w > H = 0 0 0 0 0 m ... n 6.2 wmobi ิ่งก Ø mowmc lted Areas d o H O H Sectiles, sopera O O O $>_1 Q$ motorc shall strip,

(U) W ũ 14 0 0 C زړ 43 ---W rado. Ò 0 11 0 41 Section 6.22 Swimming Pools, Tennis Courts and Structures. No swimming pools, tennis courts, outdoor whirlpools, hot tubs, wood decks or other recreational struapproval of Developer. The construction of any swimming pother recreational structure which has been approved in written by Developer shall be constructed in accordance with this Declaration and with all applicable local ordinances and/onlaws.

- 다 m ort 00 Ď, Ĕ Recreational structures, including swimming pools, whirlpools, hot tubs and the like, if permitted eveloper, shall be screened from any street lying thin the Property, by wall, solid fence, evergreen er visual barrier as approved in writing by Develor iance with all laws and governmental regulations are extaining thereto. by De vith compliances pe 0 0 0 0 4 K õ tennis c writing entirely hedge or and in c

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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 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-illiminated 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. ध्य ŭ φ. (ο (ο ы

,Ō ~ rd U exterior illumination of any kind shall on any portion of a Lot other than on a ing, unless first approved by Developer pprove such illumination only if the tyle thereof are compatible with the style development of the Lot. No allowed al dwelli shall ap and styl of the d rd M म रूप 14 4-1 denti denti loper nsity 9 4 4 8 8 8 9 4 G ម ១ ១ ជ.ជី O F O R Q

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do 보다 a J ä, Objectionable Sights. Exterior fuel hall not be permitted. The stockpiling a landscape materials and/or equipment on any Lot, except such materials and/or ed within a reasonable length of time. rage of landscape materials extend for a irty (30) days. No laundry drying cted or used outdoors and no laundry shaside of the dwelling. No television dishes shall be constructed or erected uperling on any Lot, without the prior Ö ៧ -1  $\circ$ section 6.25 <u>object</u>
above ground, shall not be building and landschot be permitted on any of may be used withing shall the storage of of more than thirty (30 ant shall be erected or for drying outside of serior of any dwelling of approval of Developer. tanks, abo storage of shall not equipment no event s period of equipment be hung fo antennae o the exteri

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ťζ and >1 . this Declaration, oper may designate, male state sales office or said builder may r such purposes; Dev-y continue such activition Developer and such rd O ing anything to the contrary contained in this Developer, and/or any builder which Developer construct and maintain on any Lot(s) a real eswith such promotional signs as Developer or sa determine and/or a model home or homes for such loper and any such designated builder may con until such time as all of the Lots in which Debuilder have an interest are sold.

# Section 6.28 Wetlands and Flood Plain.

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- 44 0 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.

There shall be n ts 9 through 21, d on amendments twitten approval ありびれ Lots ted the w Limitations.
30') feet of L
Lots designat
ses without th Grading thirty (3 I and on 1---ction 6.29 in the rear ithin Phase ctions for I Sect grading within inclusive, wit these Restrict of the City of

n û tr 0 ЦΩ 44 HP section 6.30 Non-Access Greenbelt Easement. A non-access greenbelt easement, as shown on the recorded plat Phase I and any recorded plats for Phase II and any Phases thereafter, is hereby expressly reserved to Developer and to Association in, through and across a strip of land fifteen (feet in width along the rear lot lines of all residential Lot abutting Taft Road and certain Lots abutting Nine Mile Road. Said easement area shall be covered by a suitable ground coverd a screen planting, which shall initially be put in place Developer and shall thereafter be maintained in presentable

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all applicable municipal coffiances. Including the Woodlands Ordinace of the Gity of Novi, desements for the construction, installation maintenance and replacement of public untilities, supply facilities, amiltary seets, storm sense; service detailings facilities, amiltary seets, storm sense; within the property and/or as may additive, become to be used search water search harden and across Common Ateas and as may be indicated on any recorded or proposed plat of successors and assigns, over, under and across Common Ateas and as may be indicated on any recorded or proposed plat of successors and between the major of the order of successors and assigned by Developer is any time to any person if in, coupocation, everimental legacy or municipal authority or department furnishing one or more of the foreston firm, concention, everimental agency or municipal authority as payed in the filling of record or said in whose or in part, by Developer, by the filling of record or any unit assembles breedy reserved any concident and across concent and determine to Said Hardens or the proposition of the forestond services and contained and waived; in whose or in part, by Developer, by the filling of record of any such assembles breedy reserved any such assembles and arthority as Developer, may determine to assemble the maintenance, or four agreements of providing for the maintenance, repair or replication or the filling of the maintenance or four agreements of said littles located upon, over, under or intended or seasements and for the further purpose of providing for assessments shall be larked as provided for intended or mann without the installation or maintenance of the forest seasements of intended or mann waterials ashall be placed or the provided in the assessment and the seasements of intended or which assessments and or over any order or any order or intended or the installation or intended or any maintenance or familiar or any value or intended or any any order or intended or any expense or provided or the seasement an O D P O D Ø > thin such f

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## ARTICLE VII ARCHITECTURAL CONTROLS

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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 exterior building materials upon 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 grading sight to refuse to approve or disapprove the plans or grading plans, or portions thereof, which are not suitable or desirable in the sole discretion of Developer, for aesthetic or other shall have the right to take into consideration compatibility of the proposed 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. the មក់ e

⊕ > 1 口 1 4.1 0 0 o h C1 to the of ойф · r· \$ TO HACE ១ ជ ū setting forth the decision or, shall be furnished to the cations and other materials and cooperate with prospect of upon its review of preliming are encouraged to submit comment, prior to the submit cations. Failure of Devications submitted pursuant II within thirty (30) days the approval thereof. Develosingly and 00/100 (\$250.00) or any actual costs incurred applicant's plans, क में क रा Developer, and the reasons therefor, stapplicant by Developer within thirty (filling of complete plans, specification the applicant. Developer will aid and builders and make suggestions based upcary sketches. Prospective builders are preliminary sketches for informal comme of architectural drawings and specification requirements of this Article VII withe date submitted shall constitute applicamount not to exceed Two Hundred Fifty Dollars, to reimburse Developer for any connection with the review of said applicance specifications.

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Control Committee referenced in Section 7.03 below, any liability whatsoever for approving or failing or approve all or any part of any submitted plans and/or as. Developer hereby reserves the right to enter adjacent broperty or vendees of any Lot(s) consent of grantees or vendees of other Lots or adjacent property) to deviate from any or all of the set forth in this Declaration, provided that said andee demonstrates that the application of the striction(s) in question would create practical or hardships for said grantee or vendee. Any such agreement shall constitute a waiver of any such is to any other Lot or Owner. /.03 below, or failing or ed plans and/or it to enter . Lot(s) r Lots Locur any 1

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and he F section 7.03 <u>Architectural Control Committee</u>. At such time as the fee simple interest in seventy-five (75%) percent of the Lots in all Phases have been conveyed by 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 assignment or delegation is made, the acts and decisions of the assignment or delegation is made, the acts herein set forth shall be binding upon all interested parties. If Developer assigns its rights and obligations under this Article VII to an Architectural Committee shall consist of no less than three (3) Members and no more than five (5) Members, to be 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. 15 g 7. υд نبيد OWEVE: 立立ラ to a nd O

## ARTICLE VIII

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 mortgages 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 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 म म हे पुरास 14 E H ö ~ W o to the OUŪ (1)

to ਸੁੱਧ пУ **0** -1 44 r not any such person or entity shall now or hereafte cerest in any Lot or portion of the Property, including and others), may amend this Declaration as may be or required to comply with the requirements of any tate, county or local statute, ordinance, rule, or formal requirement relating to the Property or an of, or to increase or decrease the amount of land on Exhibits A and B of this Declaration as Developer stary, subject to the approval of the City of Novi if th A สร Ы Н Ф **44** 🛱 and H th ortgagees and ecessary or r ederal, state equlation or art thereof, escribed on E eems necessar r no int o ken supposed the supposed to 
4 B B B **-**-t 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 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, 1938; 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 Eots 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. such f Novi rd ... (1) ਹ ਜੋ Ω ซ –เ मू में हैं व द क व មេដ្ឋម o L

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, 5.23 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. ር ተ መ 44 O

O D है विकास the 7F1 (U 0 0 0 13 13 rd to હેર્ક ધન પેન any Owner shall have the right to enforce, by proceedings or in equity, all covenants, conditions, restrictions, rvations, liens and charges now or hereafter imposed by tisions of this Declaration. Failure by Developer, the ciation or any Owner to enforce any covenants or restriction contained shall in no event be deemed a waiver thereofiver of any right to enforce the same at any time thereas a and are controlled to the co a T T O' Y T a

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the Association) shall
property of the W -1 the Association), and all proceeds proceedings or sales in lieu of cothe assets of the Association or the Areas have been conveyed to the Association and shall be the proper and not of its Members or any other conveyed to the condemnation prelating to the said Common Apaid to the Apasociation arentities.

8.05 Severability. The invalidation of any covenants, conditions, restrictions and Declaration by judgment or court order, shall he validity of any of the other provisions of and the same shall remain in full force and 1, 0, 1, 0, Section 8 ore of the as of this affect th more one or more agreements in no way a this Declar effect. Section 8.06 Notices. Each Owner shall file the mailing address of such Owner with Developer and shall notify Developer in writing of any subsequent change of Developer shall maintain a file of such addresses and same available to the Association. A written or printed deposited in the United States Mail, postage prepaid and to any Owner at his last known address shall be suffident proper notice to such Owner, wherever notices are in this Declaration. correct ma address. make the s notice, de addressed cient and required i

incli 다 라 라 \* Number and Gender. As used in ler shall include any other gender, the singular and the singular shall appropriate. Section 8.07 Nation, any gender shiral shall include the signification in plural, whenever appro-Declarat plural s the plur

uments. Each s, at the such further e required or Association, Each Section 8.08 Execution of Additional Documents Owners, at no expense to itself, hereby agrees, at of Developer or the Association, to perform such find execute all such further documents as may be require in the sole discretion of Developer or the Association the purposes of this Declaration. of the Owne request of acts and ex desirable it

hereunto has undersigned 1989. the June WHEREOF, Q a ⅓ WITNESS NA hands (I) ÷

(A) TNESSE ĭχ

Limil ON LIMITED Wichigan ] ਰਹ BEZTAK DUNBARI PARTNERSHIP, a partnership EZTAK CONSTRUCTION COMPANY Michigan corporation Its: General Partner [1]

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S S STATE OF MICHIGAN)
COUNTY OF OAKLAND)

acknowledged before me instrument was a The foregoing i

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/ Notary Public Michigan County, Oakland

My Commission Expires:

CONSTITUTION L. MANACINA NOTICE PERIO, CONSTITUTION OCUMENTA MACHINE DEPRES 114-92

DRAFTED BY AND WHEN RECORDED RETURN TO:

Mark A. Sturing, Esq. Beztak Companies 31731 Northwestern Highway, Suite 200E Farmington Hills, MI 48018

### DESCRIPTION

NOV. 5  $\circ$ إبيا  $\alpha$  $\alpha$  ... I N., FOLLOWS HY  $\infty$ Ç1 L1  $\alpha$ DE SECTION SAN DESCRIB 0 5 4.3 LL THE S COUNT OF AND PART OAKL)

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., 560.00'; THENCE S. 00° 18' 55" W., 250.00' TO A POINT ON THE S. LINE OF SECTION 28; THENCE S. N., 29.56'; THENCE S. N., 39.56'; THENCE S. N., 39.56'; THENCE S. N., 463.44'; THENCE S. N. 00° 11' 35" W., 373.83'; THENCE S. 87° 43' 55" W., 463.44'; THENCE S. N. 00° 11' 35" W., 373.83'; THENCE S. 87° 43' 55" W., 463.44'; THENCE S. 80° 41' 05" W., 377.05'; THENCE N. 00° 49' 14" E., 2401.53' TO A POINT ON THE EAST AND WEST 1/4 LINE OF SECTION 28; THENCE S. 88° 48' 55" E., 132.00'; THENCE N. 02° 27' 05" W., 210.06'; THENCE N. 88° 48' 55" E., 132.00'; THENCE N. 88° 48' 55" E., 132.00'; THENCE N. 02° 27' 05" W., 266.00'; THENCE N. 88° 48' 55" E., 132.00'; THENCE N. 02° 27' 05" W., 2600'; 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'; THENCE N. 88° 48' 55" E., 132.00'; THENCE N. 88° 48' 55" E., 132.00'; THENCE N. 05° 27' 05" W., 396.00'; THENCE N. 88° 48' 55" E., 132.00'; THENCE N. 05° 27' 05" W., 396.00'; THENCE N. 88° 48' 55" E., 132.00'; THENCE N. 05° 27' 05" W., 396.00'; THENCE N. 88° 48' 55" E., 132.00'; THENCE N. 05° 27' 05" W., 396.00'; THENCE N. 88° 48' 55" E., 132.00'; THENCE N. 05° 27' 05" W., 396.00'; THENCE N. 88° 48' 55" E., 132.00'; THENCE N. 05° 27' 05" W., 396.00'; THENC

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EXHIBIT /

### ESTATES (1914) COUNTY, MICHIGAN OF ROYAL CROWN B F NOVI, OAKLAND C 40 CITY OF 0ESCRII NO.

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

to Royal Crown Estates Declaration
Restrictions ("Amendment") is made whose address 01E, Farmington H 6#36 REG/DEES FRID 0001 PEC.13\*90 09:57E 7822 MISC limited partnership, 201E, Suite This First Amendment to of Covenants, Conditions and Rethis Linguis Alexandra of Alexandra of Limited Partnership, a Michigan lis 31731 Northwestern Highway, Michigan 48018 ("Developer").

S A L E H U M

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property which is County, Michigan, whicand made a part hereof real Michigan, certain O.É he owner Oakland C Novi, Oakland attached hereto the ۲. ا A. Developer ocated in the City of Secribed on Exhibit A at locardescribed o...

- S, as Crown (A) ď S O Royal in pha Property i known as the developing the proposed ഗ ٠Ĥ Developer overall an ш ¥0 artstat
- . Crown Crown ons, Restrict -through of Royal Royal oction with the development of ser executed and recorded the Covenants, Conditions and Renation 11171; Pages 007-to Records (the "Declaration") In conjunction with Developer executed ation of Covenants, 9, in Liber . County Records r. L No. 1, De. Declaration oakland ပ June Estates No Estates De dated Juni inclusive,
  - and thin Property o Lots wit 40 the all of the pertaining The Declaration covers ain specific restrictions states No. 1 U. The EMO  $\Box$ contains Royal Cro
- er is for time , Developer any phase f any ָר שׁ E. Under Section 8.01 of the Declaration, to amend the Declaration, as it relates to a final plat of subdivision has been recorded, the sale of the first Lot in said phase. phase entitled which a f prior to t p
- Estates No. 2 and Royal Crown Estates No. 3, and prior of Lots therein, Developer desires to amend the as it relates to Royal Crown Estates No. 2 and Royal described below. the manner relates 3, in th No. Royal Crown Es to the sale Declaration as Crown Estates lrt •
- Royal and Pages the Conditions iber 11171, that Covenants, Conu THEREFORE, Developer hereby declares
  Declaration of Covenants, Completed June 1, 1989 and recorded in Libe 1, inclusive, is amended as follows: Crown Estates Dec Restrictions, dated J

- and the is: Σ DOFF DOFF 1-4 O 44 . "Phase Article а 5 to provide of in 1 Definitions. The definitions any Phases thereafter" contained te amended in their entirety to pr in l. and do se IJ arat "Pha Decl
- Estates plats, County 11 Crown F 208, of Oakland I" shall mean Royal recorded in Liber 30, 41, 42 & 43, C "Phase I"
  No. 1, re
  pages 40,
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- Estates plats, County [L] "Phase II" shall mean Royal Crown No. 2, recorded in Liber 213, of pages 15, 16, 17 & 18, Oakland Records.  $\infty$
- . Crown 213, of Oakland Royal Liber 26, ري 1 in 25 6 mean 3, recorded s 23, 24, 2 shall pages 23 Records. No. I I I "Phase Estates plats, | County F 84
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plats for e hereafter are subdivision which described on the subd. subsequent Phases wh recorded by Developer

с С e |---( deemed in this Paragraph "Phase Requirements. ψ Ω o either shall be Ç = Declaration Thereafter contained Location led in its II And Any Phases 'modified definitions Building in references la] Speci "Phase the  $^{\circ}$ 40 t C refer HO W 41

the

- provide Section 6.04 Special Building Learning 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 a strictions for later Phases, shall be and lot at least thirty eight to entirety its amended S CO Declaration the O. ollows .04
- H ä amended is hereby 90.9 Section Driveways. sec provide ç t entirety

Drive

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 177, 137, 140 and 141 within Phase II, and on any Lots designated on amendments to these Restrictions for later 35, 36, 41, 48
ts 77 and 99
7, 140 and 141
ts designated
ons for later
for vehicles
and walkways
n Lots 56 and sand, within Phase II, there shall be no access vehicles or pedestrians and no driveways walkways to and from Dunbarton Drive, and lots 68 and 69 within Phase II, there shall no access for vehicles or pedestrians and lriveways and walkways to and from Violet driveways use compacted On Lots Access vehicular il be no access of no driveways a Pine Drive. On οţ for Driveways. base shail be other paved areas shall have a bas on amendume...

Phases, there shall or pedestrians and to and from White P 90.9 driveways Section Lots р 0 Lot for and o pe 임

•--Declaration follows: the of g 6.15 provide Section t entirety Tree Removal. its ij hereby amended

ig or for Ď, o F of all including but nou <del>را</del> 0 tree applicable construction responsibility ssary. On Lots Lott. ting reater than eight (8) ir preservation the constructi commencement r shall submit responsibility and preserve shall each Lot Owner shall submit height shall height shall h clear-cutting or " with all applic hut necessary. which with maintain the its Lot, wh g trees, if I in Phase I, H t C caliper at breast heighermitted unless such claremoval is in compliance municipal ordinances, limited to, the City Ordinance.

Construction, each Lot Ow the City of Novi, if requists approval, a plan for trees in connection with the Californ of the City of Novi, if requisits approval, a plan for trees in connection with the Californ Connection Connection with the Californ Connection Con for compliance þe ees greate breast h connection It shall be Tree t C elling t within trees Owner no well 6.15 of trees process. each Lot large tre includes 22 and 43 Lot Section removal

and on any Lots designated on amenuments 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 Job Ç Cantrell shown amendments engineering plans prepared by Warner, Cantrand Padmos, Inc., dated August 31, 1988, No. 87-0824. On Lots within Phases II and and on any Lots designated on amendments area within than Pauller 87-0824. On L other removed No. 87 and or these shall plans

the S S provide ο£ 2,0 ç Ç Ø Section entirety its Limitations. amended in Grading hereby is 5. Declaration follows:

116, 139 later of the There thirty inclusive, Restrictions for 1: Lots 138 and 21, lic. tions for approval c rear I Limitations. within the rea through 2 Lots 100 se I, on Lour within Phase II, Lours written on 6.29 <u>Grading Lim</u> L be no grading withir Feet of Lots 9 throu se III, a to these the watering amendments to the Phases, without City of Novi. Section 6.29
shall be no g
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d terms not defined in that the to such terms in the the Teclaration the in all ngs ascribed to suc modified herein, onderfiect and is re-Capitalized shall have the meanings. To the extent not moc. nue in full force and e Amendment, shall Declaration. The shall continue ω respects

this executed has undersigned above the KEOF, th WHEREOF date WITNESS of the d the a N Amendment

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ų COMPANY, Michigan corporation Its: General Partner Partner CONSTRUCTION BEZTAK

President Beznos Vice Vice Maurice

> ທ ໜ MICHIGAN) OAKLAND) FJ O OF. COUNTY STATE

s acknowledged before me this.

9 90 , by Maurice J. Beznos , and Beztak Construction of Beztak partnership L Partner imited part General igan lin a Michigan corporation, Generalimited Partnership, a Michigan behalf instrument was 19 o foregoing December of Dece The day Vice Company, Dunbarton 6th

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COUNTY,
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DRAFTED BY:

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

### DESCR!PTION

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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 R. 00° 18' 55" W., 250.00' TO A POINT ON THE S. LINE OF SECTION 28; THENCE S. 00° 18' 55" W., 250.00' TO A POINT ON THE S. LINE OF SECTION 28; THENCE S. 01° 15' 55" 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 S. 641.53' TO A POINT ON THE EAST AND WEST 1/4 LINE OF SECTION 28; THENCE ALONG THE EAST LINE OF SECTION 28; THENCE ALONG THE EAST LINE OF SECTION 28, S. 02° 27' 05" W., 2191.06'; THENCE N. 88° 48' 55" E., 132.00'; THENCE S. 02° 27' 05" W., 115\_50'; THENCE N. 88° 48' 55" E., 82.50'; THENCE S. 02° 27' 05" W., 115\_50'; THENCE N. 88° 48' 55" E., 82.50'; THENCE N. 02° 27' 05" W., 115\_50'; THENCE N. 88° 48' 55" E., 82.50'; THENCE N. 02° 27' 05" W., 115\_50'; THENCE N. 88° 48' 55" E., 82.50'; THENCE N. 02° 27' 05" W., 116\_50'; THENCE ALONG SAID LINE S. 02° 27' 05" W., 396.00'; THE ROBLIC IN THE MOST EASTERLY 33.00' THEREOF (TAFT ROAD) AND ALSO BEING SUBJECT TO THE RIGHTS OF THE PUBLIC IN THE ROAD SOUTHERED? (TAFT ROAD) AND ALSO BEING SUBJECT TO THE ROAD SAID ALSO BEING SUBJECT TO THE ROAD SAID AND ALSO BEING SUBJECT TO ANY EASTERNTS OF RECORD.

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EXHIBIT

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# 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 to Beztak Dun Northwestern I ("Developer")

## RECITALS:

- ns and through Beztak Royal Covenants, Conditions and Liber 11171, Pages 007 through rds (the "Declaration"). The Declaration and this Second Crown Michi Conditions of Royal the Restrictions, dated June 1, 1989, in Liber 11171, Pages 007 033, inclusive, Oakland County Records (the "Declaration" property that is subject to the Declaration and this Amendment is located in the City of Novi, Oakland County, Aand is described on Exhibit A attached hereto and made interest, and recorded development predecessor executed the conjunction with t Developer's prede Partnership, exe ų O Declaration Estates No. 1,
  Dunbarton Limited
  Crown Estates De
  Restrictions, dated
  033, inclusive, Oak No. 1, n Limited D ΤIJ
- 1990, County In conjunction with the development of Royal Crown and 3, Beztak Dunbarton Limited Partnership executed First Amendment to Royal Crown Estates Declaration onditions and Restrictions, dated December 6, 1990, ions, dated De 3, inclusive, Covenants, Conditions and Restriction Liber 11677, Pages 259 through 263, cords (the "First Amendment"). In a recorded a of Coven in Liber Records Estate and re
- the pertaining 40 a Li cover ions The Declaration and First Amendment restrict and N contain certain specific Crown Estates Nos. Property and cont. Lots within Royal and. C
- is for ime on, Developer, Partnership, to any phase f recorded, the Declaration, t O to Beztak Dunbarton Limited Declaration, as it relates t subdivision has been record the first Lot in said Phase. Section 8.01 of the of t in interest Under . plat sale o to amend final ė successor entitled t which a fi
  - HO the plat for outs therein relat Lots H. below n of of I g recordation No. 4 and prior to the sale of further amend the Declaration described the manner the with ij connection A. E. In connection Crown Estates No. 4 No. Estates Developer desires Royal Crown Estate Royal

Royal and ρ Conditions iber 11171, 1 s follows: the Developer hereby declares that ion of Covenants, Conditi or covenance, come) and recorded in Liber further amended as fol 1, 1989 <u>1</u>.s Declaration inclusive, THEREFORE, dated June Crown Estates Restrictions, da. 007 through 033, NOW, T Estates

- and of the H H 40 "Phase Article ខ្ម their entirety to provide O.F in definitions thereafter contained The in Definitions and any Phases n are amended On H H +e-n ti "Phase Declara
  - ~ W  $\mathcal{C}^{1}$ থ No. 41, Estate ges 40, Oakland County Records. Crown mean Royal r 208, of plat shall "Phase record 43, O
- ~ W  $\sim$ No. 6, Ü La. U) mean Royal Crown Es 113, of plats, pages Records. mean 213, c County shall Liber TI" in recorded in 18, Oakland "Phase  $\infty$
- ~ US (11) · (\) S N ~. ~g: tates 23, 24 (J) ក្ន pages Crown 213, of plats, Royal County Records mean " shall Liber 2 = III Oakland recorded 26, Oakla "Phase 84
- 4 N<sub>O</sub> pages Estates ats, P. Crown of Royal mean F 228 Liber shall "AI 넊 Phase : ф  $\dot{\infty}$

Oakland inclusive, through Records.

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

either "Phase I", II And Any Phases ified definitions either "Phase the modified "Phase Declaration to IV" or to "Phase refer to the mod in the Ç "Phase III", "Pha Paragraph references "Phase this shall A11 in "Phase II", Thereafter" contained

.∺ છ the Declaration follows: o T tion 6.15 of provide as 1 Section t t Removal. Se Tree Re in its 4. amended hereby

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 ng or inch ascertain h Owner's plans Inc., 1989, tree compliance with all applicable :-cutting c t (8) inc l not l prepared by Warner, Cantrell and Padmos, Indated January 25, 19 Job No. 8-0824 and the plans dated January 1992, Job No. 90-0104. It shall be such clear-cutting or and Padmos, Removal. Clear seater than eight ( 1992, Job No.  $90-010\bar{4}$ . It shall responsibility of each Lot Owner to a the requirements pertaining to such the above-referenced plans. trees greater than breast height in comprisor ordinances, 1 Tree unless 6.15 of t a t removal of caliper at permitted un removal is under Section Lot

of provide .29 to . Q Section entirety its Limitations. amended in Grading hereby . હ 3. Declaration i follows:

Section 6.29 <u>Grading Limitations</u>. 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 without later Phases, with for Declaration written appr

following n as Section Supply Restrictions. The foremed included in the Declaration deemed Water 1 be d shal 44 provisions 6.33:

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approval

- apply or all Novi purposes of moratorium Restrictions. lave been, cr Department οĘ shall IV, the mc City Detroit have by the Michigan Der following restrictions Phase the the ဌ Supply lines due However, due taps within y the Michig ns and water lin installed within by the for Phases, Lot each servicing each Water System. on new water established by Lots: mains the shall be, i subsequent Q tion Health, Sectio Water shall
- Novi water connect city of at public wellots, no 5 C ဌ as the C Lots that permitted (a) Until such time as the advises the Owners of Lots the service is available for such system. are ΔI water Phase the public service within F
- 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 Health dwellings on Lots within following County each potable water o the Oakland C (60) days log form lot conthe c submitted to the C Division within sixty residential A11 (b) A
- Well water may have elevated hardness and iron content. Accordingly, although not lired for health purposes, water softening treatment systems may be desirable for purposes. water high iron required f drinking (c) high HO
- eads within the Lots 0 to 15 feet isolation ASTM-D-2241 (SDR-26) to ASTM-D-3139/D3212. wer leads the 10 to ist conform Sanitary sewer are within the must joints (d) Sani which are distance with
- 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 public water service - public water service - bots such Lots such Lots such Lots, the Connect their residential dwellings to the public water system. In the event a Lot Owner connects to the public water event a Lot Owner shall disconnect the connect shall disconnect sha properly with all 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 ities rules watering ( the well must be ed, in accordance governmental ordinances, outdoor purposes, the abandoned and filled, a11 laws, οĘ sdict applicable regulations having juri gulations

- itled to on 6.33 Oakland . other having wells. of Article entitled Section the all οĘ installation o (f) Notwithstanding the provisions VIII, the Developer shall not be eamend the provisions of this Sec of of and consent Division governmental over the inst he prior Health D County Head applicable jurisdiction the without
- 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.

thi executed has undersigned WHEREOF, the und ate written above date WITNESS of the d IN Amendment

WITNESS

NOVI ASSOCIATES LIMITED PARTNERSHIP A Michigan limited partnership

Q NOVI GENERAL, Michigan corporation Its: General Partner BY:

> 43 Sturing heth Beth S Mark

Scott

MICHIGAN) OF. STATE

) ( OAKIAND)

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Norman Beznos By:

> OF COUNTY

Michigan Limited this foregoing instrument was acknowledged before me December , 1993, by NORMAN Dez NOS , its VIC on behalf of Novi General, Inc., a Mich <u>SezNős</u>, it: :al, Inc., a i Associates General, Novi P partnership οŧ Partner limited p Michigan General December đ The y of ent corporation, Partnership, day OBe 0

dusan Allerian

SUSAN K. BOTSON NOTARY PUBLIC - OMLAND COMMT, MICH. MY COMMISSION EIPRES 11-15-2

DRAFTED BY:

48075 Bess, Mark S. Cohn, Esq. Seyburn, Kahn, Ginn, Be Howard and Deitch, P.C. 2000 Town Center, Ste. Southfield, Michigan 48

OH RETURN RECORDED WHEN

200E Northwestern Hwv., Suite gton Hills, MI 48334 Farmington Hills. Sturing, ď, 31731 Mark

## EXHIBIT A

- u ш N., R. 8 described 28, T. 1 Michigan Section County, 1. 1/4 of Oakland ( the S.E. Novi, ( thePart of City of follows: of of

Beginning at the S.E. corner of Section 28, T. 1 N., R. 8E., 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. 373.83′ to a point on the S. 1ine of Section 28; thence along said line N. 89° 41′ 05″ W., 373.83′ to a point on the East and West 1 line of Section 28; thence along said line S. 89° 31′ 51″ E., 2498.54′ to the E. 1 corner of Section 28; thence along the East line of Section 28; thence along the East line of Section 28′ S. 02° 27′ 05″ W., 214.50′; thence N. 08° 48′ 55″ W., 214.50′; thence N. 88° 48′ 55″ E., 66.00′; thence N. 08° 48′ 55″ 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 Easterly 33.00′ thereof (Taft Road) and also 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 Easterly 33.00′ thereof (Taft Road) and also 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 Easterly 33.00′ thereof (Taft Road) and also 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 Easterly 33.00′ thereof (Taft Road) and also being subject to the rights of the public to any easements of record.

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

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

# RECITALS:

- L Crown Beztak Royal The through Second In conjunctions of predecessor in the Roy ited Partnership, executed and recorded the Roy so Declaration of Covenants, Conditions dated June 1, 1989, in Liber 11171, Pages 007 through, Oakland County Records (the "Declaration"). It is subject to the Declaration and this Secons is subject to the Declaration and this Seconstant of Novi, Oakland County, Michigant of Internation and made a present of the City of Novi, Oakland County, Michigant of Internation and made a present of the County, Michigant of Internation and made a present of the County of Novi, Oakland County, Michigant of Novi, Oakland County, interest, b οŧ development the In conjunction with dated inclusive, Oak No. 1, I n Limited nt is located described Estates Restrictions, Estates N Dunbarton property Amendment 3 hereof 033, and
- In conjunction with the development of Royal Crown and 3, Beztak Dunbarton Limited Partnership executed First Amendment to Royal Crown Estates Declaration Conditions and Restrictions, dated December 6, 1990, Conditions and Restrictions, dated December 6, 7, Pages 259 through 263, inclusive, Oakland ( Amendment Covenants, Condition Liber 11677, Pages cords (the "First A đ N recorded Nos. Estates and reco o£
- the to pertaining o.F cover all contain certain specific restrictions oyal Crown Estates Nos. 1, 2 and 3. The Declaration and First Amendment Property and cont Lots within Royal and U
- as is for to Beztak Dunbarton Limited Partnership, Declaration, as it relates to any phase subdivision has been recorded, at any the first Lot in said Phase. Developer the Declaration Section 8.01 of or in interest to to amend the I final plat of so the sale of the Under Ď. successor entitled t O æ which prior
- for the plat for Lots therein, relates on with the recordation of the and prior to the sale of Lots or amend the Declaration as it r as it l below. described manner connection with the in further **~**31 E. IN C... wn Estates No. . So Estates Royal Crown Estat Developer desires Royal Crown Estat
- Royal age Conditions iber 11171, I the follows: Developer hereby declares that Liber ี เร recorded in Covenants, amended 9 and rec further o F Declaration or ed June 1, 1989 a THEREFORE, inclus dated Estates NOW, estrictions 07 through Crown Restri 007 th
- and the οĘ = |---| <del>|--|</del> "Phase in Article **Q** provide o£ definitions contained ဌ entirety thereafter The their Phases the Definitions amended any are l. and I ar a t "Phase Declara
- **≈** € N No 7 Estates res 40, 4 pages Crown plats, mean Royal Oakland County Records of Liber 208, shall recorded in "Phase -
- ~ *∪*8 **[**~ О Ω Ø ហ 'n mean Royal Crown Es 113, of plats, pages Records. mean 213, County shall Liber in = Oakland H "Phase I recorded 18, Oakla
  - ~ W 8 4 so CV t) ate 3, νű មា plats, pages Crown Royal l mean Roy 213, of p. y Records. " shall Liber 2 County III in and 88
- e de Š pages Estates ats, d Crown of Royal mean F 228 Liber shall "AI in recorded Phase = 83

- the for Common mean shall me Estates N portions recorded such portions of the subdivision plats are hereafter recorded and Crown | such | Thereafter" No. 4 and with all LC LL And Any Phases Thereaf Crown Estates No. 2, Royal C Syal Crown Estates No. 4 and Property, together with all f any, within as described on which Phases Property, Property, as subsequent Developer. Royal "Phase Areas, Roya. 3, r the 2
  - Declaration to either "Phase I", IV" or to "Phase II And Any Phases refer to the modified definitions or to All references in the "Phase III", "Phase I Thereafter" shall be deemed to r
- Declaration f the De follows: o£ a S to provide a Section Tree Removal. Sin its entirety 4. amended hereby

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 ng or tree applicable but not Section removal of trees, caliber at breast hely...

caliber at breast hely...

permitted unless such clear-cutting or 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 the City of Novi, if required by the City for its approval, a plan for the preservation of trees in connection with the construction recess. It shall be the responsibility of the to maintain and preserve all orders.

On Lots inch for of plans Inc., D D 40 Woodlands 1989, Clear-cutting or construction January 10, all be the ascertain Owner' Tree Removal. Clear-cuttires greater than eight (8) reast height shall not Lot under the above-reference of some source.

Lot under the above-reference of source.

Lot under the above-reference of source. 1988, JOD NO. C. L. LOTS designated amendments to these Restrictions for leases, no trees shall be removed other within the area shown on engineering Furnared by Warner, Cantrell and Padmos, Incomment the Land Padmos, Incommend the Land 6.15 Trees

the as provide O σı ģ Section entirety its Limitations. hereby ٦. اي Declaration follows:

this the grading within the rear thirty Lots 100 through 116, inclusive, II, Lots 138 and 139 within Phase; 155 through 172 within Phase IV, without t Q s designated on amendments ion for later Phases, wit approval of the City of Novi Grading Limitations. Section 6.29
shall be no g
(30') feet of I
within Phase I
III, and Lots Declaration written app Lots and

following n as Section Supply Restrictions. The facemed included in the Declaration Water 1 be de shal ₽, sions provis 6.33:

ins and water lines have been, or installed within Phase IV, and all nt Phases, for the purposes of geach Lot by the Detroit Municipal stem. However, due to the moratorium water taps within the City of Novi hed by the Michigan Department of the following restrictions shall apply Supply Section 6.33
Water mains a shall be, inst subsequent Ph servicing each Water System. water Health, the realth, tots: on new wate

- Novi water City of No at public wat Lots, no Lo lo to connect the Construction to (a) Until such time as the advises the Owners of Lots than service is available for such within Phase IV are permitted system. water public the
- (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 sixty well. Ø ų O completing
- (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 may purposes. systems drinking water
- to 15 feet isolation ASTM-D-2241 (SDR-26) ASTM-D-3139/D3212. ads within to 15 feet Sanitary sewer leads within are within the 10 to 15 feet ဌ conforming joints distance (d) S which with
- moratorium is rescinded by the riching...

  Movinotifies 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 Michigan S City of e IV that for such entities properly with all rules the well must be led, in accord accordance governmental ordinances outdoor purposes, the abandoned and filled, a]] having jurisdiction. laws, of regulations applicable

- itled to on 6.33 Oakland other Notwithstanding the provisions of Article the Developer shall not be entitled to the provisions of this Section 6.33 having wells. be entitled s Section 6 all of the agencies governmental agencie over the installation of and not b consent Division οŧ Developer sl provisions he prior Health I applicable jurisdiction the the without County (f) N VIII, amend
- 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 continue in respects and First Amendment shall a ratified in all respects are ratified the Declaration of effect and are and herein,

this executed undersigned has s whekeor, the undedate written above. the WHEREOF WITNESS of the d IN <u>а</u> Amendment

WITNESS:

NOVI ASSOCIATES LIMITED PARTNERSHIP, a Michigan limited partnership

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

> Mark Sturing Moth Aceth Beth Scott

Vice Prest

Its:

Beznos

Norman

BY

STATE OF MICHIGAN)

COUNTY OF OAKLAND)

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Michigan Limited this VICE foregoing instrument was acknowledged before me December , 1993, by NORMAN BezNOS , its VII on behalf of Novi General, Inc., a Mich Inc., a Associates partnership. Novi οŧ Partner limited Michigan General December đ The day of DRESIGENT Corporation, Partnership,

Guoan Allows

SUSAN K. BOTBON NOTARY FUBLIC - OAKLAND COUNTY, HICH. MY CHAMISSION EVENES 11-15-64

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., Suite 200E Farmington Hills, MI 48334

## EXHIBIT A

• Q [t] N., R. 8 described 28, T. 1 Michigan -Section County, the S.E. 1/4 of Novi, Oakland the Part of City of follows: Beginning at the S.E. corner of Section 28, T. 1 N., R. 8E., 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. 373.83′ to a point on the S. 01° 15′ 55° W., 373.83′ to a point on the East and West line of Section 28; thence along said line N. 2641.53′ to a point on the East and West line of Section 28; thence along said line S. 89° 31′ 51″ E., 2498.54′ to the E. lorner of Section 28; thence along the East line of Section 28′ S. 02° 27′ 05° W., 2191.06′; thence N. 88° 48′ 55° W., 214.50′; thence N. 88° 48′ 55° E., 65.00′; thence N. 60°; 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 Easterly 33.00′ thereof (Taft Road) and also 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 Easterly 33.00′ thereof (Taft Road) and also 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 Easterly 33.00′ thereof (Taft Road) and also 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 Road Easterly 33.00′ thereof (Taft Road) and also being subject to the rights of record.

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

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: 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 AND RESTRICTIONS (

- 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
- 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 In conjunction with the development of Royal Crown Estates Nos. 2 and 3, Amendment").
- 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"). In conjunction with the development of Royal Crown Estates No. 4, Beztak
- 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:
- The definitions of "Phase I" and "Phase II and any Phases 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:
- "Phase I" shall mean Royal Crown Estates No. 1, recorded in Liber 208, of plats, pages 40, 41, 42 & 43, Oakland County Records.

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

All references in the Declaration to either "Phase I", "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. Section 6.15 of the Declaration is hereby amended in its entirety to provide as follows: Tree Removal.

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 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 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 Restrictions for later Phases, no trees shall be removed other than within the 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 Clear-cutting or removal of trees greater than area shown on engineering plans prepared by Warner, Cantrell and Padmos, eight (8) inch caliper at breast height shall not be permitted unless such clearof each Lot Owner to ascertain the requirements pertaining to such Owner or tree removal is in compliance with all applicable Lot under the above-referenced plans. Tree Removal. Section 6.15

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

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. Grading Limitations. There shall be no grading within the rear Section 6.29

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

## 135 N 27 2 FE SEE

- 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:
- 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.
- No Lot shall be used for other than single family residential use. Ġ.
- c. Permits, where applicable, for the installation of well water systems shall be obtained from the Oakland County Health Division prior to construction.
- 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 All residential dwellings on Lots within Phase IV and Phase V within sixty (60) days following the completion of a well.
- 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.
- 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. Sanitary sewer leads within the Lots which are within the 10 to
- 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 irrigation and other outdoor purposes. If an individual private well that has 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 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.
- 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.
- 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. 'n

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

WITNESS:

NOVI ASSOCIATES LIMITED PARTNERSHIP, a Michigan limited partnership

NOVI GENERAL, By:

a Michigan corporation

Geperal Partner Its:

Morr

son

Dot

Susan K

Beth Scott

Harold Beznos By:

BEZTAK DUNBARTON LIMITED PARTNERSHIP, a Michigan Limited Partnership

CORP., FIRST GENERAL By:

a Michigan corporation

General Partner

H<del>àrol</del>d Beznos President HAT PER Its: By.⁴

> tson Ş

Susan

Beth Scott

STATE OF MICHIGAN)

COUNTY OF OAKLAND)

day of on behalf of Novi Limited The foregoing instrument, was acknowledged before me this A 1974, by 40.1010 Declaration following on behalf General, Inc., a Michigan corporation, General Partner of Novi Associates Partnership, a Michigan limited partnership.

you White

COUNTY OF OAKLAND) STATE OF MICHIGAN)

SUSAN K. BOTSON TARY PUBLIC - GARCARD COUNTY, MICH.

day of on behalf of First General Partner of Beztak Dunbarton Limited The foregoing instrument was acknowledged before me this <u>January</u>, 1944, by <u>Alled Algeria</u> its <u>Theoled Al</u> on behalon, a Michigan corporation, General Partner of Beztak Dunbarton General Corp., a Michigan corporation, Ge Partnership, a Michigan limited partnership. March General

SUSSAN K. DOTSON HOTARY FUBLIC - OMICAND COUNTY, MICH. HY COMMISSION EXPIRES 11-15-84 SCHOOL STATES

WHEN RECORDED RETURN

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DRAFTED BY:

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

y , Suite 200 48334 31731 Northwestern Hwy Farmington Hills, MI 4 Mark A. Sturing Beztak Companies

## EXHIBIT A

Novi of  $\ddot{c}$ μJ  $\infty$ V) • 0 Z H 0 1 4  $\vdash \land$ U 28 Ded 5 Sect Ω (i) ロロ **4**-Ċ ש Ch. ĹΣ 144 the S.T of art aklä

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 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., 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 05 seconds W., 384.69 feet; thence S. 87 degrees 43 minutes 55 seconds W., 373.83 feet to a point on the S. line of Section 28; thance along said line N. 89 degrees 41 minutes 05 seconds W., 577.05 feet; thence N. 00 degrees 42 minutes 05 seconds W., 577.05 feet; thence N. 00 degrees 43 minutes 51 seconds E., 2641.53 feet to a point on the East and west 14 line of Section 28; thence along said line S. 89 degrees 37 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., 2191.06 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. 88 degrees 48 minutes 55 seconds E., 132.00 feet; thence N. 88 degrees 48 minutes 55 seconds E., 132.00 feet; thence along said line S. 02 degrees 27 minutes 05 seconds W., 115.50 feet; thence along said line S. 02 degrees 27 minutes 05 seconds E., 62.00 feet thereof (Taft Road) and also being subject to the rights of the public in the most Easterly 33.00 feet thereof (Taft Road) and also being subject to any easements of record. п . .- 0 u o Ĕ

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

22-28-400-011

## SUPPLY RESTRICTIONS CROWN ESTATES OF WATER AND DECLARATION COVENANTS ROYAL

("Water Supply er, 1993, by Novi ited partnership, 201E, Farmington September, limite Suite 2 Supply No. 4 Associates Limited Partnership, a Michigan whose address is 31731 Northwestern Highway, Hills, Michigan 48018 ("Developer"). Estates Water Crown E οţ Declaration Royal C de this Restrictions for Roy Declaration") is made Associates Limited Pa

## Ś AL E Н U RE

- more rd n real prop Michigan, certain located in the City of Novi, Oakland County, particularly described on Exhibit A attached hereto oŧ owner the S. Developer
  - Estates No. 4, Developer has installed or shall install water mains and water lines for the purpose of servicing each lot by the new water taps within the City of Now! The Testrict of Health restrict of Fealth restrict. ipal Water System. However, due to the moratorium swithin the City of Novi established by the Michig Health, Developer is required to impose certa upon all lots within Royal Crown Estates No. 4.
- the real e a part d is, and Lestrictions set forth hereinbelow; whi and bind the property and all parties having any right. and made NOW, THEREFORE, Developer hereby declares that the stry described on Exhibit A attached hereto and made of and any lots into which said property may be divided be held, transferred, sold, conveyed and occupied subcovenants and restrictions set forth hereinbelow; ants and restrictions are for the benefit of and shands and restrictions. and interest covenants property hereof and shall be l
- 1. Water Supply Restrictions. Water mains and water been, or shall be, installed within Royal Crown Estates r the purpose of servicing each Lot by the Detroit Water System. However, due to the moratorium on new within the City of Novi established by the Michigan of Health, the following restrictions shall apply to all lines have been, c No. 4, for the Municipal Water S che ral Water taps wi Department Lots: water
  - Until such time as the City of Novi advises the that public water service is available for such within Royal Crown Estates No. 4 are permitted the public water svetem of Lots Lots 9 ٠ ر Owners of Late, no Loto connect
- ells shall completed 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 submitt and all other applicable governmental agencies h jurisdiction over the installation of wells. All wells be grouted completely through the clay barriers. A comp well log form for each potable water well shall be subm to the Oakland County Health Division within sixty (60) following the completing of a well.
- nd high health may be and h Accordingly, although not required for it softening or treatment systems mirinking water purposes. Well water may have elevated hardness iron content. Act purposes, water desirable for dri

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

i is the įs t moratorium . Health and tlater service . shall water se ater permit of Public H At such time as the water perm the Michigan Department of Publi notifies Lot Owners that public such for rescinded by t City of Novi r available for ø

public public theconnect

Following the connection of a Lot to the public waver of the following the connection of a Lot to the public waver of the following the connection and other individual wells may be utilized for lawn outdoor purposes. If a water well that has been disconnected outdoor purposes. If a water well that has been disconnected outdoor purposes. If a water well that has been disconnected outdoor purposes. If a water well that has been disconnected outdoor purposes. the dwelling from there shall be no cross connections ter system and an individual well. the well must be properly with all applicable laws, governmental entitie iter system.

iter system, the Lot Owner ....

ie individual well, and there shall ...

stween the municipal water system and an individual stween the connection of a Lot to the public water system and the connection of a Lot to the public water system and the connection of a Lot to the public water system and the connection of a Lot to the public water system and the connection of a Lot to the public water system. to the ct their residential dwellings to when a Lot Owner connects to Lot Owner shall disconnect the dwe a]] filled, in accordance les and regulations of watering or other outdoor purposes, abandoned and filled, in accordance ordinances, rules an having jurisdiction water water the ir

successors, r amend the t the prior I all other over jurisdiction nate or without and Neither Developer nor its entitled to terminate or upply Declaration without Division having Health r Supply County E Amendment. Water shall this Wthe Oakland governmental wells assigns ΨO οŧ applicable ginstallation provisions OH

W thi executed has e above undersigned | date written the the WHEREOF, Declaration WITNESS IN Supply Water

WITNESS

ASSOCIATES LIMITED PARTNERSHIP partnership a Michigan limited NOVI

gan corporation Gengrál Partner INC GENERAL, NOVI GEN Michigan Its: Gene BY

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Hadold Beznos Its: President

Rogers OF Bonnie

Sturing

MICHIGAN STATE OAKLAND) Q COUNTY

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а ф ф Michigar Limited E O was acknowledged before Harold Beznos , its , Inc., a Associates ·H General, ing instrument was per, 1993, by Hard behalf of Novi ( foregoing September, uo. The o f sident day Y re 15th

partnership Novi οŧ Partner limited Michigan ral Gene rti corporation, Partnership,

믓 Notary Public, Oakland County commission My

> ΒĶ DRAFTED

48075 Bes ပဲ Cohn, Esq. Kahn, Ginn, Bend Deitch, P.C inter, ste Michigan Cohn, 2000 Town C Southfield, Seyburn, Ka Howard and S

S E RETURN RECORDED WHEN

4833 Ξ Farmington Hills, 200E, DEC\40916 Sre Mark A. Sturing, Esq. 31731 Northwestern Hwy., 91/msc/slw/R:\0092210\WATER-3UP ESG

È Noticely Public, Octoons Court My Commission Express June 25. BOSEN P. BOSERS expires

COUNTY, SUBDIVISION OF PART OF CITY OF NOVI, OAKLAND C 4, A 8 E. LOWS: NO. 4. R. 8 FOLL CF SECTION 28, T. 1 N., MICHIGAN DESCRIBED AS

COMMENCING AT THE S.E. CORNER OF SECTION 28, T. 1 N., R. 8 E. AN PROCEEDING THERE ALONG THE EAST LIME OF SAID SECTION 28, N. 022705" E., 445.50 TO A POINT ON THE BOUNDARY OF ROYAL CRESTATES NO. 2, A SUBDIVISION RECORDED IN LIBRE 213, PLATS, PAGES 16, 17 AND 18, OAKLAND COUNTY RECORDED. THENCE ALONG SAID BOUNS. 88485.5" W., 145.60; AND N. 87'32'55" W., 61.04; AND N. 02'27'05" E., 130.00'; AND N. 87'32'55" W., 61.04; AND N. 02'27'05" E., 130.00'; AND N. 87'32'55" W., 61.04; AND N. 02'27'05" E., 130.00'; AND N. 87'32'55" W., 61.04; AND N. 65'00'00" W., 130.95' TO THE POINT BECKNINNO OF THE PRACEL HEREIN DESCRIBED. THENCE S. 39'03'08" W. 143.24; THENCE S. 69'35'56" W., 144.05; THENCE N. 88'00'04" W., 125.65; THENCE N. 87'30'30" W., 125.00'; THENCE N. 87'30'30" W., 130.30'; THENCE N. 07'55'51" E., 23.11; THENCE N. 82'03'09" W., 135.00'; THENCE N. 07'55'51" E., 23.11; THENCE N. 82'03'09" W., 135.00'; THENCE N. 07'55'51" E., 23.11; THENCE N. 82'03'09" W., 135.00'; THENCE N. 07'55'51" E., 23.11; THENCE N. 82'03'09" W., 135.00'; THENCE N. 07'55'51" W., 148.11; THENCE N. 82'03'09" W., 135.00'; THENCE N. 07'55'51" W., 148.11; THENCE N. 82'03'09" W., 135.00'; THENCE N. 05'52'54" W., 211.61; THENCE N. 89'41'05" W., 197.85; THENCE N. 05'52'54" W., 211.61; THENCE N. 89'41'05" W., 197.85; THENCE N. 05'52'54" W., 105.10'; THENCE N. 05'52'54" W., 105.10'; THENCE N. 05'52'54" W., 105.10'; THENCE N. 05'41'4" E., 65.21'1 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 RECORDES, THENCE N. 00'49'14" E., 653.21' TO A POINT ON THE BOUND. AND S. 00'49'14" W., 80.00'; AND S. 00'49'14" W., 80'50'; AND S. 00'49'14" W., 80'50'; AND S. 00'49'

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

RESTRICTIONS FOR ROYAL CROWN ESTATES NO. 5 ("Water Supply Declaration") is made this  $\frac{\partial \mathcal{H}}{\partial \mathcal{H}}$  day of  $\frac{\mathcal{M}_{ab,c}}{\mathcal{H}_{ab,c}}$ , by BEZTAK DUNBARTON LIMITED PARTNERSHIP, a Michigan limited partnership, whose address is 31731 Northwestern PARTNERSHIP, a Michigan limited partnership, whose address is 31731 Northwestern Highway, Suite 201E, Farmington Hills, Michigan 48018 and (collectively "Developer"). Highway, Suite 201E, Farmington Hills, Michigan 48018 and NOVI ASSOCIATES LIMITED

## 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.
- has installed or shall install water mains and water lines for the purpose of september of the purpose of th is required to impose certain restrictions upon all lots within Royal Crown Estates No.

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 NOW, THEREFORE, Developer hereby declares that the real property described

- water taps within the City of Novi established by the Michigan Department of Health, the 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 Supply Restrictions. 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.
- No Lot shall be used for other than single family residential use. ۻ
- c. Permits, where applicable, for the installation of well water systems shall be obtained from the Oakland County Health Division prior to construction.
- 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 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. grouted completely through the clay barriers.

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# UBEC 14729 to 584

- 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.
- 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. Sanitary sewer leads within the Lots which are within the 10 to
- 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, having g. At such time as the water permit moratorium is rescinded by the Michigan Department of Public Health, all Lot Owners within Royal 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 municipal water system and an enterment, individual wells may be connection of a Lot to the public water system, individual wells may be individual and other outdoor purposes. If an individual individual private well, and there shall be no cross connections between the Following entities all governmental individual private well. ŏţ regulations system and an and properly abandoned ordinances, rules an Crown Estates No. municipal water jurisdiction.
- 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. Amendment.

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

WITNESS:

PARTNERSHIP, a Michigan limited NOVI ASSOCIATES LIMITED partnership

NOVI GENERAL By:

a Michigan corporation

JAKLANERS.

son

Do

Sysan

Heneral Partner

Its:

Beznos By:∠

President Its:

PARTNERSHIP, a Michigan Limited BEZTAK DUNBARTON LIMITED Partnership

FIRST GENERAL CORP., By:

a Michigan corporation

Genețal Partner

Harold Beznos Fresident Its: By:

(Notary Jurats contained on page 3)

# STATE OF MICHIGAN)

UBER 14729rc 585

COUNTY OF OAKLAND)

)ss:

The foregoing instrument was acknowledged before me this 24 day of 1900.

The foregoing instrument was acknowledged before me this 24 day of General, Inc., a Michigan corporation, General Partner of Novi Associates Limited Partnership, a Michigan limited partnership. 2 Mouch

war William

STATE OF MICHIGAN)

SUSSAN K. DOTSON NOTARY PUBLIC — CAGLAND COUNTY, MIC NY COMMISSION EXPRES 11-15-94

;ss( COUNTY OF OAKLAND) The foregoing instrument, was acknowledged before me this 24 day of instrument, was acknowledged before me this 24 day of General Corp., a Michigan corporation, General Partner of Beztak Dunbarton Limited Partnership, a Michigan limited partnership.

Unas Ulber

SUSAN K. DOTSON MOTARY PIBLIC - GALARD COUNTY, SEC... MY COMMESSIM EQPRES 11-15-54

DRAFTED BY:

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

WHEN RECORDED RETURN JO:

STuring

200 Suite Farmington Hills, MI 48334 tak Companies 31 Northwestern Hwy.

LIBER 1472 Groß FART OF THE S.E. 1/4

ROYAL CROWN ESTATES NO. 5, A SUBDIMSION OF PART OF THE S.E. 1/4

OF SECTION 28, T. 1 N., R. 8 E., CITY OF NOW, OAKLAND COUNTY, MICHIGAAN DESCRIBED AS FOLLOWS:

OF SELLIUM 4.2.

MICHIGANT DESCRIBED AS FOLLOWS:

BEGINNING A THE SE. CORNER OF SECTION 28, T. 1 N., R. B. E. AND PROCEEDING THENCE NOOTHS 185.

N.864 TOSTW, BEGOOD: THENCE NOOTHS 185.

N.864 TOSTW, BEGOOD: THENCE NOOTHS 185.

N.867 TOSTW, SOLD THENCE NOOTHS 185.

N.867 TOSTW, SOLD THENCE NOOTHS 185.

N.867 THENCE NOOTH CRAND SECTION 28, THENCE NOOTH CRAND CHARLES NO. 4. 77. THENCE NOOTHS 187.

N.867 TOST 17. THENCE NOOTH 185.

N.867 TOST 18.

N.867 TOSTW, SOLD THENCE NOOTH 185.

N.867 TOST 18.

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