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DECLARATION OF RESTRICTIONS
FOR
BEACON MEADOWS SUBDIVISION NO. 2

THIS DECLARATION is made this 26th day of June, 1987, by
CARROLLTON ARMS, a Michigan Co-Partnership, of 36817 Vargo,
Livonia, MI 48152, hereinafter referred to as "GRANTOR."

W I T N E S S E T H:

WHEREAS, GRANTOR is the owner of property located in the
TOWNSHIP OF PLYMOUTH, Wayne County, Michigan, more particularly
described as:

BEACON MEADOWS SUBDIVISION NO. 2, A PART OF THE N.E. 1/4 OF
SECTION 28, AND THE S.E. 1/4 OF SECTION 21, T.1S., R.8E.,
PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN: BEGINNING AT THE
N.E. CORNER OF SECTION 28, T.2S., R.8E., PLYMOUTH TOWNSHIP, WAYNE
COUNTY, MICHIGAN AND PROCEEDING THENCE ALONG THE EASTERLY LINE OF
SAID SECTION 28, S. 04° 03' 39" E., 212.86 FEET; THENCE ALONG THE
NORTHERLY BOUNDARY OF BEACON MEADOWS SUBDIVISION NO. 1, L. 101 P'
S 83, 84, 85 & 86 W.C.R., S. 71° 14' 53" W., 237.33 FEET; AND
33.37 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS
OF 560.00 FEET AND PASSING THROUGH A CENTRAL ANGLE OF 03° 24' 50"
WITH A LONG CHORD BEARING S. 17° 02' 42" E., CH. LENGTH 33.36
FEET AND S. 74° 39' 43" W., 160.00 FEET AND S. 09° 24' 15" E.,
8.35 FEET, AND S. 75° 21' 09" W., 224.50 FEET; AND 19.48 FEET
ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 218.00
FEET AND PASSING THROUGH A CENTRAL ANGLE OF 05° 07' 10" WITH A
LONG CHORD BEARING S. 12° 05' 16" E., 19.47 FEET AND S. 76° 31'
35" W., 141.19 FEET AND N. 84° 45' 46" W., 432.64 FEET AND S. 28°
22' 52" W., 755.95 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY
LINE OF NORTH TERRITORIAL ROAD (120' WIDE); THENCE ALONG SAID
NORTHERLY LINE N. 88° 16' 22" W., 360.37 FEET; THENCE N. 01° 45'
48" W., 1,032.47 FEET TO A POINT ON THE NORTH LINE OF SAID
SECTION 28, BEING COINCIDENT WITH THE SOUTH LINE OF SAID SECTION
21; THENCE N. 02° 10' 00" W., 529.30 FEET; TO A POINT ON THE
SOUTHERLY RIGHT OF WAY LINE OF M-14 FREEWAY (LIMITED ACCESS) 418'
WIDE; THENCE ALONG SAID SOUTHERLY LINE N. 87° 38' 24" E. 1,890.17
FEET TO THE EAST LINE OF SECTION 21; THENCE ALONG SAID SECTION
LINE S. 01° 46' 16" E., 544.49 FEET TO THE POINT OF BEGINNING;
CONSISTING OF 39 LOTS NUMBERED 41 TO 79 BOTH INCLUSIVE, AND ONE
PRIVATE PARK, AND CONTAINING 48.160 ACRES OF LAND.

WHEREAS, the GRANTOR desires to provide for the preservation
and enhancement of the property values and amenities in the
SUBDIVISION and for the maintenance of certain common areas (the
"COMMON AREAS" as defined below) and to this end desires to
subject the SUBDIVISION and the COMMON AREAS to the restrictions
set forth herein, each and all of which is and are for the
benefit of the SUBDIVISION and each GRANTEE therein; and

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WHEREAS, the GRANTOR may, at some future time, plat additional subdivisions of land adjacent to the SUBDIVISION and subject the land so platted to the restrictions set forth herein;

IT IS HEREBY DECLARED that the following restrictions and conditions are covenants running with the land, binding upon the heirs, personal representatives, successors and assigns of the GRANTOR and the GRANTEES of all individual lots contained within the SUBDIVISION.

ARTICLE I

D E F I N I T I O N S

Section 1. DEFINITION OF TERMS.

The words and phrases below are defined as follows:

- a. "ASSOCIATION" shall mean and refer to BEACON MEADOWS PROPERTY OWNERS ASSOCIATION, a Michigan Non-Profit Corporation, its successors and assigns;
- b. "BUILDER" shall mean and refer to any person or entity who acquires a lot for the purpose of engaging in and does engage in the business of constructing residential buildings for the purpose of resale and not for his own use;
- c. "BY-LAWS" shall mean and refer to the BY-LAWS of the ASSOCIATION;
- d. "COMMON AREAS" shall mean those areas of land within the SUBDIVISION NO. 1 and SUBDIVISION NO. 2 (including the improvements thereto) now or hereafter owned by the ASSOCIATION for the common use and enjoyment of the GRANTEES;
- e. "DECLARATION" shall mean and refer to this DECLARATION OF RESTRICTIONS and any amendments as recorded in the office of the Wayne County Register of Deeds, State of Michigan;
- f. "GRANTOR" shall mean and refer to CARROLLTON ARMS, a Michigan Partnership, and its successors and assigns;
- g. "LOT" shall mean and refer to any numbered lot

shown on the recorded plat of the SUBDIVISION and any future subdivision, hereafter annexed;

h. "MEMBER" shall mean and refer to those persons entitled to membership in the ASSOCIATION, as provided in the DECLARATION OF RESTRICTIONS for BEACON MEADOWS SUBDIVISIONS AND CONDOMINIUMS, TOWNHOUSES AND CLUSTER HOMES.

I. "GRANTEE" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any LOT, Condominium, Townhouse or Cluster Home which is a part of the SUBDIVISION and any future subdivisions or outlot hereafter annexed. When more than one person or entity is the GRANTEE of a LOT, Condominium, Townhouse or Cluster Home, all such persons or entities shall be MEMBERS. If any LOT, Condominium, Townhouse or Cluster Home is sold on a land contract, the land contract purchaser shall be considered the GRANTEE. Those persons having any interest in a LOT, Condominium, Townhouse or Cluster Home merely as security for the performance of an obligation are not included;

j. "SUBDIVISION NO. 1" shall mean and refer to Lots 1 through 40 inclusive of BEACON MEADOWS SUBDIVISION NO. 1.

k. "PLAT" shall mean and refer to the PLAT of the SUBDIVISION, recorded or to be recorded in the office of the Wayne County Register of Deeds; and

l. "SUBDIVISION" shall mean and refer to Lots 41 through 79 inclusive, of the proposed BEACON MEADOWS SUBDIVISION NO. 2.

ARTICLE II

ARCHITECTURAL REVIEW

Section 1. ARCHITECTURAL REVIEW COMMITTEE.

No building, fence, wall, deck, swimming pool, outbuilding or other structure, landscaping or exterior improvement shall be

commenced, erected or maintained on any LOT, nor shall any exterior addition to or change or alteration therein or change in the exterior appearance thereof or change in landscaping be made until the plans and specifications showing the kind, size, shape, height, colors, materials, topography and location of the same on the LOT shall have been submitted to and approved in writing by an ARCHITECTURAL REVIEW COMMITTEE (the "COMMITTEE"). The COMMITTEE shall be composed of three (3) persons appointed by the GRANTOR. COMMITTEE members are not required to be members of the ASSOCIATION, and may be employees, officers, directors, agents or affiliates of the GRANTOR. Each member of the COMMITTEE shall serve until he resigns or is replaced by a subsequent appointee. The GRANTOR shall delegate or assign its power of appointment of COMMITTEE members to its successors, assigns or the ASSOCIATION after all LOTS in the SUBDIVISION NO. 1 and SUBDIVISION NO. 2 have been sold to persons other than BUILDERS. The GRANTOR may make such delegation at any time sooner in its sole discretion.

Neither the GRANTOR nor the COMMITTEE shall have any liability whatsoever for the approval or disapproval of any plans or specifications.

Section 2. PRELIMINARY PLANS.

Preliminary plans may first be submitted to the COMMITTEE for preliminary approval.

Section 3. PLANS AND SPECIFICATIONS.

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

- a. Complete plans and specifications sufficient to secure a building permit in the TOWNSHIP OF PLYMOUTH, including a dimensioned plot plan showing the LOT and placement of all improvements;
- b. Front elevation, side elevation and rear elevation of the building, plus elevations of any walls and fences;
- c. A perspective drawing, if deemed necessary by the COMMITTEE, to interpret adequately the exterior design;

- d. Data as to size, materials, colors and texture of all exteriors, including roof coverings and any fences and walls;
- e. One set of blueprints to be left with the COMMITTEE until construction is completed;
- f. A complete set of landscaping plans; and
- g. Any other data, drawings or materials which the COMMITTEE requests in order to fulfill its function.

Section 4. COMPLIANCE WITH BUILDING AND USE RESTRICTIONS.

No approval of the COMMITTEE shall be valid if the structure or improvement violates any of the restrictions set forth in Article III of this DECLARATION, except in cases where waivers have been granted as provided for in the said Article.

Section 5. DISAPPROVAL OF PLANS OR IMPROVEMENTS.

The COMMITTEE may disapprove plans because of non-compliance with any of the restrictions set forth in Article III of this DECLARATION, or because of dissatisfaction with the grading and drainage plan, the location of the structure on the LOT, the materials used, the color scheme, the finish, design, proportion, shape, height, style or appropriateness of the proposed improvement or alteration or because of any matter or thing, which, in the judgment of the COMMITTEE, would render the proposed improvement or alteration inharmonious with or out of keeping with the objectives of the COMMITTEE, the SUBDIVISION or with improvements erected or to be erected on other LOTS in the SUBDIVISION, including purely aesthetic considerations.

Section 6. APPROVAL TIME SCHEDULE.

In the event the COMMITTEE fails to approve or disapprove plans within thirty (30) days after proper submission, then such approval will not be required, but all other limitations, conditions and restrictions set forth in the DECLARATIONS shall apply and remain in force as to such plans.

Section 7. COMMITTEE APPROVAL.

COMMITTEE approval shall be deemed given if the plans and

specifications submitted for approval are marked or stamped as having been finally approved by the COMMITTEE and are dated and signed by two (2) members of the COMMITTEE who were validly serving on the COMMITTEE on the date of such approval.

Section 8. REVIEW FEE.

The COMMITTEE may charge a review fee of a maximum of TWO HUNDRED FIFTY DOLLARS (\$250.00) to any BUILDER or GRANTEE for the purposes of reviewing plans for the construction of a residence. The fee may not be utilized for the purposes of paying salaries to any members of the COMMITTEE, but shall be utilized exclusively for the purposes of reimbursing actual expenses of the COMMITTEE, including but not limited to, professional review fees of independent consultants.

ARTICLE III

BUILDING AND USE RESTRICTIONS FOR THE SUBDIVISION

Section 1. USE OF LOTS. (Except Lot 57)

All LOTS shall be used for single family residence purposes only and no building of any kind whatsoever shall be erected, re-erected, moved or maintained thereon except one single family dwelling house and appurtenant attached structures on each LOT as hereinafter provided. Each house shall be designed and erected for occupation by a single private family. A private attached garage for the sole use of the occupants of the LOT upon which the garage is erected must also be erected and maintained. Lessees of any LOT shall be subject to the terms and conditions of this DECLARATION, the BY-LAWS and all rules and regulations promulgated pursuant to this DECLARATION and the BY-LAWS, all of which shall be incorporated into the lease of any LOT by reference, and any violation of the same by a lessee shall be deemed to be a violation by the lessor-GRANTEE and subject that GRANTEE to the same penalties and sanctions as if the GRANTEE

himself violated the DECLARATION, BY-LAWS or any rules and regulations.

Section 2. CHARACTER AND SIZE OF BUILDINGS. (Except Lot 57)

No dwelling shall be permitted on any LOT unless, in the case of a one-story building, the living area thereof shall be no less than two thousand (2,000) square feet; in the case of a two-story building, the living area thereof shall be not less than two thousand four hundred (2,400) square feet; and in the case of a quad-level or tri-level building, the living area thereof shall be not less than two thousand four hundred (2,400) square feet. No building greater than two and one-half (2 1/2) stories shall be constructed. All computations of square footage for determination of the permissibility of erection of residences under this section shall be exclusive of basements, attic, utility rooms, garages, porches or similar areas which are not normally classified as living areas. All garages must be attached or architecturally related to the dwelling. Garage doors shall not face the street on which the residence fronts. The COMMITTEE may grant such exceptions to this restriction as it deems suitable. No garage shall provide space for less than two (2) nor more than four (4) automobiles.

Section 3. MINIMUM YARD REQUIREMENTS. (Except Lot 57)

No building on any LOT shall be erected nearer than:

- a. Thirty-five (35) feet from the front LOT line; nor
- b. Minimum of ten (10) feet from the side LOT line, or total of twenty (20) feet from the side LOT lines; nor
- c. Fifty (50) feet from the rear LOT line; nor
- d. Thirty-five (35) feet from the exterior side LOT line on corner LOTS.

Approval of a variance by the COMMITTEE and the TOWNSHIP OF PLYMOUTH permitting front, rear or side yards smaller than the above minimums shall be deemed a valid waiver of this restriction.

Section 4. FLOODPLAINS.

Portions of certain LOTS in the SUBDIVISION are situated within an area designated as the floodplains of the Tonquish Creek, as such floodplain is established by the TOWNSHIP OF PLYMOUTH and the Michigan Department of Natural Resources. For any such LOTS, no grading, filling, excavating, paving or other occupation of the floodplain area shall take place without the prior approval of the Michigan Department of Natural Resources and the TOWNSHIP OF PLYMOUTH. Unless waived by the Michigan Department of Natural Resources and the TOWNSHIP OF PLYMOUTH, any building used or capable of being used for residential purposes and occupancy within or affected by the flood plain shall:

- a. Have lower floor, excluding basements, not lower than the elevation of the contour defining the floodplain limits.
- b. Have openings into the basement not lower than the elevation of the contour defining the flood plain limits.
- c. Have basement walls and floors, below the elevation of the contour defining the flood plain limits, watertight and designed to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the floodplain limits following methods and procedures outlined in Chapter 5, type A construction and Chapter 6 for class 1 loads as found in "Flood Proofing Regulations" EP 1165 2 314 prepared by the Office of the Chief of Engineers, U.S. Army, Washington, D.C., June 1972. Figure 5, Page 14.5 of the regulations show typical foundations drainage and waterproofing details. This document is available, at no cost, from the Department of Natural Resources, Land and Water Management Division, P.O. Box 30028, Lansing, Michigan

48909, or Department of the Army, Corps of Engineers, Publications Depot, 890 S. Pickett, Alexandria, Virginia 22304.

d. Be equipped with a positive means of preventing sewer backup from sewer lines and drains which serve the building.

e. Be properly anchored to prevent flotation.

The provisions of this Section may not be amended, except for amendments to conform with changes in the rules and regulations of the Michigan Department of Natural Resources, and shall not expire upon the termination of this DECLARATION.

Section 5. REPETITION OF ELEVATIONS. (Except Lot 57)

The COMMITTEE shall not approve the use of any elevations which are substantially similar to elevations approved for any LOT within three hundred (300) feet of any LOT line and on the same street as the proposed construction. Variety in colors or building materials shall be used for homes on adjacent lots so as to avoid an appearance of repetition.

Section 6. LOT SPLITS. (Except Lot 57)

LOT Splits are permitted, provided that the resulting parcels must include at least one entire LOT, and must also comply with Section 263 of the Subdivision Control Act of 1967, being Act No. 288 of the Public Acts of 1967, or provisions of succeeding law, if any.

Section 7. MAINTENANCE OF IMPROVEMENTS.

Each GRANTEE shall keep all improvements on his LOT in good condition and in good repair at all times.

Section 8. ANIMALS.

No farm animals, livestock or wild animals shall be kept, bred or harbored on any LOT, nor shall any animals be kept or bred for commercial purposes. Domestic animals commonly deemed to be household pets may be kept by the GRANTEE and members of his household so long as such pets shall have such care so as not to be objectionable or offensive to others due to noise, odor or unsanitary conditions. Any domestic animal kept by a GRANTEE of a LOT shall be kept either on a leash or in a run or pen, and shall not be allowed to run loose or unattended. No runs or pens shall be permitted to be erected or maintained unless located within the rear yard adjacent to a wall of the main dwelling or garage and facing the rear or the interior of the LOT, nor shall such runs or pens extend beyond the end of the dwelling or garage into the side yard. Such runs or pens shall not extend more than ten (10) feet in any one dimension. The exterior of the fence must be landscaped with plantings to screen the view of adjoining LOTS.

Section 9. WEAPONS.

No GRANTEE of a LOT shall use or discharge within the SUBDIVISION, nor shall he permit or suffer any occupant of any LOT which he owns, or his or their invitees or guests, to use or discharge within the SUBDIVISION, any B-B guns, firearms, rifles, shotguns, handguns, pellet guns, cross-bows or archery equipment.

Section 10. Sight Distance. (Except Lot 57)

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

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

Section 11. TEMPORARY STRUCTURES.

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

Section 12. GENERAL CONDITIONS

The following general conditions shall be in effect:

a. No LOT shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same shall not be kept except in sanitary containers properly concealed from public view. Garbage containers shall not be left at the roadside for more than twenty-four (24) hours in any one week.

b. No housetrainers, commercial vehicles, boat trailers, boats, camping, recreational vehicles or camping trailers, horse trailers or other utility trailers or vehicles may be parked on or stored on any LOT, unless stored fully enclosed within an attached garage. Commercial vehicles and trucks shall not be parked in the SUBDIVISION except while making normal deliveries or pickups in the normal course of business. However, a construction trailer may be maintained by each BUILDER or independent contractor contracting with any GRANTEE during the period when new

houses are under construction in the SUBDIVISION by the BUILDER or independent contractor.

c. No laundry shall be hung for drying outside the dwelling.

d. The grade of any LOT in the SUBDIVISION may not be changed after original construction without the written consent of the COMMITTEE.

* e. No swimming pool may be built which is higher than one (1) foot above the final Lot grade. No swimming pool may be built unless some portion of the pool is within twenty (20) feet of the residence. All swimming pools must be constructed so that they drain into the storm sewer system only.

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

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

Section 13. SALES AGENCY AND/OR BUSINESS OFFICE.

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

Section 14. LEASE RESTRICTIONS. (Except Lot 57)

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

Section 15. EXTERIOR SURFACE OF DWELLINGS.

The visible exterior walls of all dwelling structures shall

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

Section 16. FENCES AND WALLS.

Fences are prohibited, except for fences for domestic animals provided for in Section 8 and fences required by Township Ordinances for swimming pools. Low ornamental fencing shall also be permitted, provided approval has been secured from the COMMITTEE and that said fences are constructed of pressure treated wood, brick, stone, wrought iron or the materials used for the construction of the exterior of the residence.

Section 17. SIGNS.

No sign or billboard of any kind shall be placed, erected or maintained on any LOT. The provisions of this paragraph shall not apply to such signs as may be installed or erected on any LOT by GRANTOR or any BUILDER during such period as any residence is being used as a model or for display purposes or for purposes of resale by any GRANTEE.

Section 18. DRIVEWAYS.

All driveways, aprons and parking areas must be paved with concrete, asphalt or brick pavers in the exclusive discretion of the COMMITTEE. The COMMITTEE has the right to waive any of these

requirements, at the exclusive option of the COMMITTEE. The driveways must be completed within six (6) months of occupancy.

Section 19. STREET TREES. (Except Lot 57)

Trees shall be planted in the right-of-way adjacent to each LOT. Each LOT shall have at least one (1) tree planted in the right-of-way, except for corner LOTS, which shall have at least two (2) trees planted in the right-of-way. Such trees shall have a minimum diameter of three (3) inches at three (3) feet above the base, and the type shall be approved by the COMMITTEE.

Section 20. DESTRUCTION OF BUILDING BY FIRE, ETC.

Any debris resulting from the destruction in whole or in part of any dwelling or building on any LOT shall be removed with all reasonable dispatch from such LOT in order to prevent an unsightly or unsafe condition.

Section 21. LANDSCAPING.

Any GRANTEE taking occupancy of a newly constructed residence upon any LOT between September 1 and May 1 shall have his lawn finished graded and sodded by the next June 30. Any GRANTEE taking occupancy of a newly constructed home between May 1 and August 30 shall have his lawn finished, graded and sodded within sixty (60) days of occupancy. The LOT and the right-of-way contiguous to each LOT shall be kept free of weeds by the GRANTEE and shall be well-maintained at all times.

Section 22. TREES.

No living tree of a height of twenty (20) feet or more, or more than six (6) inches in diameter at three (3) feet above the ground shall be removed without the approval of the COMMITTEE. The GRANTEE shall treat or remove any diseased or blighted tree forthwith. Other than as permitted above, no person shall do any act the result of which could reasonably be expected to cause damage to or destruction to any tree.

ARTICLE IV

RESTRICTIONS ON THE DISPOSAL OF TRASH,
RUBBISH AND CHEMICALS

Section 1. LITTER AND POLLUTION.

No GRANTEE shall throw or allow to accumulate on his or any other LOT or the COMMON AREA, trash, refuse or rubbish of any kind. No GRANTEE shall dump or otherwise dispose of chemicals, motor oil, paint, gasoline or petroleum distillates in, over or within the Subdivision or the sanitary or storm sewer drains serving the Subdivision.

ARTICLE V.

GENERAL PROVISIONS

Section 1. ENFORCEMENT.

The GRANTOR, the ASSOCIATION or any GRANTEE shall have the right to enforce all restrictions and charges now or hereafter imposed by the provisions of this DECLARATION. Failure of the GRANTOR, the ASSOCIATION or any GRANTEE to enforce any covenant or restriction herein contained shall in no event be deemed an estoppel or a waiver of the right to do so thereafter.

The GRANTOR or the ASSOCIATION shall have the right to enter upon any Lot for the purposes of mowing, cutting, weeding or removing any unsightly growth which in the opinion of the GRANTOR or the ASSOCIATION detracts from the overall attractiveness of the health and welfare of the Subdivision. The GRANTOR or the ASSOCIATION may enter upon the LOTS for the purpose of removing any debris or trash from the LOT. The GRANTOR or the ASSOCIATION shall be under no obligation to take such affirmative action. The GRANTOR or the ASSOCIATION shall provide the GRANTEE seventy-two (72) hours notice prior to entry on the LOT, except in the event of emergency threatening health or safety, in which case no prior notice shall be necessary. Any costs incurred in such

action by the GRANTOR or ASSOCIATION shall be chargeable against the GRANTEE and shall constitute a lien against the LOT.

Section 2. SEVERABILITY.

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

Section 3. AMENDMENT.

The restrictions of this DECLARATION shall run with and bind the land for a term of twenty (20) years from the date this DECLARATION is recorded, after which time they shall be automatically extended for an additional period of ten (10) years. The DECLARATION may be amended during the first twenty (20) year period by an instrument signed by not less than sixty-seven per cent (67%) of the GRANTEES and thereafter by an instrument signed by not less than fifty-one per cent (51%) of the GRANTEES, except that amendments made by the GRANTOR for the purpose of adding residential LOTS and/or COMMON AREAS to the ASSOCIATION and making this DECLARATION apply to such LOTS and/or COMMON AREAS shall not require the vote or signature of any GRANTEES, the ASSOCIATION or any members thereof. No amendment may be adopted without the consent of the GRANTOR at any time in which it owns one (1) or more LOTS in the SUBDIVISION or any subsequent phase thereof. Any amendment must be recorded with the Wayne County Register of Deeds before the amendment becomes effective. Notwithstanding the foregoing, Section 4 of Article III must be observed in perpetuity and may not be amended.

Section 4. ASSIGNMENT OR TRANSFER OF RIGHTS AND POWERS.

Except as expressly limited by the DECLARATION, the GRANTOR reserves the right to assign to the ASSOCIATION, in whole or in part, from time to time, any or all of the rights, powers, titles, easements and estates hereby reserved or given to the

GRANTOR, including the right and power to approve or disapprove any use, act, proposed action, or any other matter or thing. Any such assignment or transfer shall be made by appropriate instrument, in writing, and such assignee shall thereupon have the same rights and powers, and be subject to the same obligations and duties as herein given, reserved to and assumed by the GRANTOR in connection with the rights, powers and easements so assigned, and such instrument when executed by such assignee shall, without further act, release the GRANTOR from all obligations, duties and liabilities in connection therewith. The GRANTOR shall assign or transfer all such rights and powers no later than upon sale of ninety-five per cent (95%) of all LOTS in the SUBDIVISION to persons other than BUILDERS, except for appointment of members of the ARCHITECTURAL CONTROL COMMITTEE, which shall be transferred to the ASSOCIATION in accordance with Article II, Section 1.

Section 5. APPOINTMENT OF GRANTOR AS ATTORNEY IN FACT.

All GRANTEES, their successors and assigns hereby irrevocably appoint the GRANTOR as their agent and attorney in fact for the purpose of executing any document necessary to allow GRANTOR to do any thing which GRANTOR is entitled to do under the terms of this DECLARATION.

Section 6. ADDITIONAL SIGNATORIES

Notwithstanding anything contained in this DECLARATION OF RESTRICTIONS to the contrary, the MICHIGAN NATIONAL BANK - WEST METRO, the Mortgagee under that certain Mortgage recorded in Liber _____, Pages _____ to _____, Wayne County Records, is not an OWNER or GRANTEE, and joins in the execution of this DECLARATION OF RESTRICTIONS solely for the purpose of subordinating its interest as Mortgagee to the restrictions granted herein.

IN WITNESS WHEREOF, the GRANTOR has executed this DECLARATION OF RESTRICTIONS on the date stated above.

WITNESSED:

Charles G. Tangora
Charles G. Tangora
Barbara L. Guilstorf
Barbara L. Guilstorf

CARROLLTON ARMS,
a Michigan Co-Partnership.

BY: Genesio C. Masciulli
Genesio C. Masciulli, Partner
BY: Gabriele Paciocco
Gabriele Paciocco, Partner

Frances M. Franchi
Frances M. Franchi
Lynn A. Thalacker
Lynn A. Thalacker

MICHIGAN NATIONAL BANK - WEST METRO

BY: Rinaldo A. Maffezzoli
Rinaldo A. Maffezzoli
Its Vice President
BY: Daniel J. Wollschlager
Daniel J. Wollschlager
Its Group Vice President

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

On this 26th day of June, 1987, before me personally appeared GENESIO C. MASCIULLI and GABRIELE PACIOCCO, who stated under oath that they are Partners in CARROLLTON ARMS, a Michigan Co-Partnership, and that they signed the foregoing Declaration of Restrictions for and on behalf of said co-partnership.

Barbara L. Guilstorf
Notary Public, Wayne County, Mich.

My commission expires:

BARBARA L. GUILSTORF
Notary Public, Wayne County, Mich.
My Commission Expires July 9, 1989

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

On this 30th day of June, 1987, before me personally appeared Rinaldo A. Maffezzoli, and Daniel J. Wollschlager, who under oath did state that they are the Vice President and Group Vice President of MICHIGAN NATIONAL BANK- WEST METRO and that they signed the foregoing Declaration of Restrictions in such capacities and for and on behalf of said bank.

Frances M. Franchi
Frances M. Franchi
Notary Public, Wayne County, Mich.
Acting in Oakland County
My commission expires: 2-6-89

BARBARA L. GUILSTORF
Notary Public, Wayne County, Mich.
My Commission Expires Feb. 6, 1989
ACTING IN OAKLAND COUNTY

Instrument drafted by: CHARLES G. TANGORA, ESQ.
32900 Five Mile Road
Livonia, MI 48154

When recorded return to: CHARLES G. TANGORA, ESQ.
32900 Five Mile Road
Livonia, MI 48154

BEACON MEADOWS PROPERTY OWNERS ASSOCIATION BY-LAWS

ARTICLE I

The name of this non-profit corporation is Beacon Meadows Property Owners Association, herein called the Association.

ARTICLE II

The purpose or purposes for which the Association is formed are as follows:

1. To exercise all of the powers of the Beacon Meadows Property Owners Association as described and set forth in the Declaration of Restrictions dated the 22nd day of January, 1987 and recorded in Liber 23320 at Pages 037 to 046 inclusive of the Wayne County Records.
2. To own, supervise and maintain the common areas described in the Residential Unit Development Agreement executed between Carrollton Arms, a Michigan Co-Partnership (Developer) and the Township of Plymouth.
3. To promote the welfare of its members by maintaining and beautifying the subdivision in which its members are located, by enforcing building and use restrictions, by representing its members before governmental board and bodies, by promoting social and recreational activities and to maintain and develop the common areas and to engage in any such other activities as are incidental thereto and not forbidden by the laws of the State of Michigan.

ARTICLE III
MEMBERSHIP

Section 1. Definition of Membership. All owners of lots or units in Beacon Meadows Subdivision shall be members of the Association.

Section 2. Definition of Lot and Unit. The word "lot" as used herein shall mean a lot as set forth in the recorded plat of Beacon Meadows Subdivisions No. 1 and No. 2. The word "unit" as used herein shall mean a condominium, townhouse or cluster houses as set forth in the Master Deed on Lot 57. If property has been attached or detached from any lot then the enlarged lots and/or the diminished lots shall be deemed to be a "lot" provided, further two (2) or more lots which are combined into a single home site shall be deemed to be one (1) "lot" for the purpose of computing voting rights and liability for maintenance charges hereunder.

Section 3. Land Contract Vendees. Where any of said lots have been sold on executory land contracts, the land contract vendees thereof shall be considered to be the owners of such lots or units and, thus, a member of the Association.

Section 4. Voting Rights of Membership. The Association shall have one (1) class of voting membership. Each member shall be entitled to one (1) vote for each lot or unit in which they hold the interest required for membership. When more than one person holds any such interest in a lot or unit all such persons shall be members.

The one (1) vote for such lot or unit shall be exercised as they, among themselves, determine. Notwithstanding the foregoing, the Developer shall be entitled to three (3) votes for each lot or unit in which it holds the interest required for membership in order to assure early initial development of Beacon Meadows Subdivision.

ARTICLE IV FINANCES

Section 1. Assessment Charge. Each member of the Association shall pay to the Association an annual assessment charge which shall become due and payable annually on the 1st day of January in each year, commencing with the January following the issuance of a Certificate of Occupancy on the first dwelling unit.

All of the owners of residential lots, condominiums, townhouses and cluster houses in the development shall be subject to an annual assessment charge to be paid by the respective owners of the lots and units included in said tract, to the Association, annually, in advance, on the first day of January in each year. The amount of said annual assessment charge is established at a minimum of ONE HUNDRED DOLLARS (\$100.00) per lot or unit, and said annual charge may be adjusted from year to year by the Beacon Meadows Property Owners Association, as the needs of the common areas may, in their judgment, require, but in no event shall the annual charge be more than ONE HUNDRED FIFTY DOLLARS (\$150.00) per lot or unit, except by the approval and consent in writing of FIFTY-ONE PER CENT (51%) of the members of Beacon Meadows Property Owners Association, which approval and consent shall make any such additional assessment binding upon all of the owners of lots or units in said Beacon Meadows Subdivisions and Condominiums. The Board of Directors of the Association may permit the annual assessment charge to be paid in installments payable either semiannually, quarterly or monthly.

The annual assessment fund shall be used for such of the following purposes as the Association shall determine necessary and advisable: For improving and maintaining the common areas and other property of the Association, entrances, boulevards and cul-de-sacs in the development; right of way along North Territorial Road; for planting trees and shrubbery and the care thereof; for purchase of insurance; and for doing any other thing necessary or advisable in the opinion of the Association for the general welfare of the members; for expenses incidental to the examination of plans and the enforcement of these restrictions or any other building restrictions applicable to said property; or for any other purpose within the purposes for which the Association is incorporated.

All assessment charges which shall remain due and unpaid thirty (30) days after the date that they are due, shall thereafter be subject to a late charge as determined by the Board of Directors.

It is expressly understood and agreed that the annual assessment charge shall be a lien and encumbrance on the lot or unit with respect to which said charge is made, and it is expressly agreed that by the acceptance of title to any of said lots or units, the owner, from time of acquiring title thereto, shall be held to have covenanted and agreed to pay the Association all charges provided for herein which were then due and unpaid to the time of his acquiring the title, and all such charges thereafter falling due during his ownership thereof. A certificate in writing issued by the Association or its agent shall be given on demand to any owner or prospective purchaser liable or who may be liable for said charges, which shall set forth the status of said charges.

The lien provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any lot or unit shall not affect the assessment lien.

By his acceptance of title, each owner shall be held to vest in the Association the right and power in its own name to take and prosecute all suits, legal, equitable or otherwise, which may, in the opinion of the Association, be necessary or advisable for the collection of such charge or charges.

Section 2. Failure to Pay Annual Assessment Charges. Any member who shall be thirty (30) days or more in default in the payment of the annual assessment charges shall not be in good standing and shall not be entitled to vote in any matters of the Association or to hold office in the Association until all such delinquences have been paid.

ARTICLE V. MEMBERS' MEETINGS

Section 1. Annual Meeting. The annual meeting of the Association shall be held during the month of January in each year, and said meeting shall be held on such date and time and at such place as shall be determined by the Board of Directors and specified in a written notice thereof. The purpose of the annual meeting is for the election of a Board of Directors for the coming year and the transacting of such other business as may properly come before the meeting.

Section 2. Rules for Conduct of Meeting. Roberts' Rules of Order, most recently revised edition, shall be the authority for the conduct of all meetings of the Association.

Section 3. Special Members' Meetings. A special meeting of the members may be called at any time by the President of the Association or by a majority of the Board of Directors or upon written request of twenty-five per cent (25%) of the members in good standing, which request shall be submitted to the Secretary of the Association.

Section 4. Notice of Meetings of Members. At least five (5) days prior to the date of any meeting, written notice of the time and place of such meeting shall be delivered to each member at his address shown on the records of the Association. The notice of a meeting shall state the matters to be considered.

Section 5. Quorum. Twenty per cent (20%) of the members in good standing shall constitute a quorum for the transaction of business at any members' meeting.

ARTICLE VI BOARD OF DIRECTORS

Section 1. Number and Terms of Directors. The business, property and affairs of the Association shall be managed by a Board of Directors composed of seven (7) members of the Association. The seven (7) Directors shall be elected at the annual meeting to be held in January. At this meeting the four (4) Directors receiving the highest number of votes shall be elected for a two (2) year term and the remaining three (3) Directors shall be elected for a one (1) year term. At each subsequent annual meeting, Directors shall be elected to fill the expiring places on the Board for a full two-year term.

Section 2. Vacancies. The vacancies on the Board of Directors shall be filled by appointment made by the remaining Directors. Each person so appointed to fill a vacancy shall serve the remainder of the term of the Director whom he or she replaced.

Section 3. Power to Elect Officers. The Board of Directors shall select a president, vice-president, a secretary and a treasurer who shall be members of the Board of Directors. Officers shall hold office for the term of one (1) year or until their successors are elected and qualified.

Section 4. Power to Appoint Other Officers and Agents. The Board of Directors shall have the power to appoint such other officers and agents as the Board may deem necessary for the transaction of the business of the Association.

Section 5. Meetings of the Board of Directors. Regular meetings of the Board of Directors shall be held at such time and places as the majority of the Board of Directors may from time to time determine. Special meetings of the Board of Directors may be called at any time by the President or Secretary or by a majority of the Board of Directors.

Section 6. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business.

Section 7. Compensation. No Director or officer shall receive any salary or compensation for his services to the Association unless otherwise specially ordered by the Board of Directors.

ARTICLE VII OFFICERS

Section 1. President. The President shall be the chief executive officer of the Association. He shall preside over all meetings of the Board of Directors and of the membership. He shall have general and active management and control of the business of the Association, subject, however, to the right of the Board of Directors to delegate any specific power except such as may be by Statute exclusively conferred upon the President or to any other officer or Director of the Association. He shall be an ex officio member of all committees.

Section 2. Vice-President. In case the office of the President shall become vacant by death, resignation or otherwise, or in case of the absence of the President or his disability, to discharge the duties of his office, such duties shall, for the time being, devolve upon the Vice President, who shall do and perform such other acts as the Board of Directors may from time to time authorize him to do.

Section 3. Secretary. The Secretary shall attend all meetings of the members and of the Board of Directors and shall preserve in books of the Association true minutes of the proceedings of all such meetings. The Secretary shall give all notices as required by Statute, By-Law or resolution, and shall ensure that the Michigan Annual Report is timely filed. The Secretary shall perform such other duties as may be delegated to him or her by the Board of Directors.

Section 4. Treasurer. The Treasurer shall have custody of all corporate funds and shall keep in books belonging to the Association full and accurate accounts of all receipts and disbursements. The Treasurer shall deposit all moneys in the name of the Association in such depositories as may be designated for that purpose by the Board of Directors. The Treasurer shall disburse the funds of the Association as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the Board of Directors at regular meetings of the Board and at the annual meeting of the members an account of all of the transactions of the Treasurer and the financial condition of the Association. The Treasurer shall be responsible for invoicing all of the members of the Association for the annual assessment charges each year.

ARTICLE VIII
AMENDMENTS

These By-Laws may be amended, altered, changed, added to or repealed by the affirmative vote of a majority of the members entitled to vote at any regular or special meeting of the members if notice of the proposed amendment, alteration, change, addition or repeal be contained in the notice of the meeting; provided, however, that no amendment may be made to these By-Laws which would contradict, restrict or otherwise conflict with any of the restrictions recorded for this Subdivision.

**BEACON MEADOWS PROPERTY OWNERS ASSOCIATION
BY-LAW AMENDMENTS**

RE: INCREASE IN ANNUAL DUES

Excerpt from the Minutes of the Eleventh Annual General Meeting of the Beacon Meadows Property Owners Association, held on May 23, 2001.

To amend Article IV, Section 1 of the BMPOA By-Laws:

The motion was made by Don Tredler to raise the Annual Dues for the Beacon Meadows Property Owners Association to \$200.00 per lot or unit, with a 10% maximum increase per year, if needed thereafter, as determined by the Board of Directors. This motion was seconded by Kim Humes. A vote was taken with the result of 60 yes votes and 33 no votes.

Motion carried.

This motion will go into effect for the 2002 Annual Dues.

RE: ANNUAL MEETING DATE

Excerpt from letter sent to all property owners.

To Amend Article V, Section 1 of the BMPOA By-Laws:

Because so many of our members are out of town in January, it has been difficult to have a good turnout for our Annual Meeting. The Board of Directors would like to permanently change this Annual Meeting to the month of May. This would require a change in the By-Laws of the Association. Therefore, a vote needs to be taken of all members. Please send your ballot in with your dues payment.

The vote was favorable for this amendment.

Satellite Dish Modification

It has been considered that the existing rules for Satellite Dish installation are outdated and unreasonable. Changes to these rules are necessary but they should have limitations. Generally one dish per homeowner would be allowed and the dish itself should not be visible from the road. The new rules, however, should exclude large dishes; television antenna's and radio antennas.

Existing Restriction (Article 3 Section 12 Para F and G)

- F. **“No radio, Television or other communication antennas of any type will be installed on or outside of any residence. Antennas may be installed or placed in the interior of any residence.”**
- G. **“All utility lines, including electric, gas, telephone and cable television must be installed underground.”**

Proposed Change to Restriction (Article 3 Section 12 Para F and G)

- F. **“No radio, television or other communication antennas of any type will be installed on or outside of any residence except for one (1) operating satellite "dish" that is one meter (39.37") or less in diameter and is designed to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite. The “dish” must be located in the rear section of the home and not visible from the street. If the “dish” is not mounted on the dwelling, it should be ground mounted and concealed from view of the street and neighbors with landscaping. Antennas may be installed or placed in the interior of any residence. All plans must be approved in advance. All installations will be inspected by the Architectural Review Committee.”**
before final approval
- G. **“All utility lines, including but not limited to electric, gas, telephone, satellite and cable television must be installed underground.”**

Proposal approved at the annual meeting on May 29, 2008, with a majority vote.

Driveway Modifications

This rule contains the word asphalt and thus far no homeowner has opted to pave their driveway with this material. Asphalt may be considered to be a substandard material for the neighborhood.

Existing Restriction (Article 3 Section 18)

“All driveways, aprons and parking areas must be paved with concrete, asphalt or brick pavers in the exclusive discretion of the COMMITTEE. The COMMITTEE has the right to waive any of these requirements at the exclusive option of the COMMITTEE. The driveways must be completed within six (6) months of occupancy.”

Proposed Change to Restriction (Article 3 Section 18)

“All driveways, aprons and parking areas must be paved with concrete or brick pavers in the exclusive discretion of the COMMITTEE. The COMMITTEE has the right to waive any of these requirements at the exclusive option of the COMMITTEE. The driveways must be completed within six (6) months of occupancy.”

Proposal approved at the annual meeting on May 29, 2008, with a majority vote.

Fence Modifications

This rule may be considered outdated based on the fact that in-ground electric pet fencing has become so popular and effective. This rule is not meant for the home owner to leave the dog unattended, but to keep the animal within the homeowner's yard for exercise and for sanitary purposes.

Existing Restriction (Article 3 Section 8)

“...Any domestic animal kept by a GRANTEE of a lot shall be kept on a leash or in a run or a pen, and shall not be allowed to run loose or unattended. No runs or pens shall be permitted to be erected or maintained unless located within the rear yard adjacent to a wall of the main dwelling or garage facing the rear of the LOT, nor shall such runs or pens extend beyond the end of the dwelling or garage into the side yard. Such runs or pens shall not extend more than ten (10) feet in any one dimension. The exterior of the fence must be landscaped with plantings to screen the view of adjoining LOTS.”

Proposed Change to Restriction (Article 3 Section 8)

“...Any domestic animal kept by a GRANTEE of a lot shall be kept on a leash or in an in-ground electric pet run, and shall not be allowed to run loose or unattended. No in-ground electric runs shall be permitted or installed unless located within the rear or side yard and should not extend any less than three (3) feet from any adjoining lot.”

Existing Restriction (Article 3 Section 16)

“Fences are prohibited, except for fences for domestic animals provided for in Section 8 and fences required by Township Ordinances for swimming pools.”

Proposed Change to Restriction (Article 3 Section 16)

“Fences are prohibited, except for in-ground electric fences for domestic animal provided for in Section 8 and fences required by Township Ordinances for swimming pools.”

Proposal approved at the annual meeting on May 29, 2008, with a majority vote.