

DECLARATION OF RESTRICTIONS
FOR
BEACON MEADOWS SUBDIVISION NO. 1

THIS DECLARATION is made this 12th day of March, 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. 1, A PART OF THE NE 1/4 OF SECTION 28, T.1 S., R. 8 E., PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN: COMMENCING AT THE NE CORNER OF SECTION 28, T. 1 S., R. 8 E., PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN AND PROCEEDING THENCE S. 04°03' 39"E. 212.86 FEET ALONG THE EAST LINE OF SAID SECTION 28 TO THE POINT OF BEGINNING THEN ALONG THE EAST LINE OF SAID SECTION 28, S. 04°03' 39"E. 1005.16 FEET; THENCE N. 84°05' 15"W. 136.55 FEET; THENCE S. 04°18' 07"W. 109.84 FEET; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF NORTH TERRITORIAL ROAD: N. 72°28' 43"W. 11.77 FEET AND N. 80° 15'10"W. 1135.91' FEET AND N. 88°16' 22" W. 305.00 FEET; THENCE N.28° 22' 52"E., 755.95 FEET; THENCE S. 84°45'46" E. 432.84 FEET; THENCE N. 76°31' 35"E., 141.19 FEET; THENCE 19.48 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 218.00 FEET AND PASSING THROUGH A CENTRAL ANGLE OF 05°07' 10" WITH A LONG CHORD BEARING N. 12°05' 18"W., 19.47 FEET; THENCE N. 75°21' 09" E., 224.50 FEET; THENCE N. 09°24' 15"W. 8.35 FEET; THENCE N. 74°39' 43"E 160.00 FEET; THENCE 33.37 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 580.00 FEET AND PASSING THROUGH A CENTRAL ANGLE OF 03°24' 50" WITH A LONG CHORD BEARING N. 17°02' 42"W 33.36 FEET; THENCE N. 71°14' 53"E. 237.39 FEET TO THE POINT OF BEGINNING; CONSISTING OF 40 LOTS NUMBERED 1 to 40 BOTH INCLUSIVE, AND ONE (1) PRIVATE PARK, AND CONTAINING 25.30 ACRES.

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

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;

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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

DEFINITIONS

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 and out lot (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. 2" shall mean any subsequent phases of the SUBDIVISION which may, in the sole discretion of the GRANTOR, be created for the recording of a plat of the area designated as SUBDIVISION NO. 2 on the preliminary plat of the SUBDIVISION, or as modified by the GRANTOR.

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 1 through 40 inclusive, of the proposed BEACON MEADOWS SUBDIVISION NO. 1.

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.

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.

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.

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. Arms, 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

48939, or Department of the Army, Corps of Engineers, Publications Depot, 893 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.

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.

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.

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 housetrailers, 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.

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 seems 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.

The GRANTOR shall have the right to install fencing on the LOT line of the lots that adjoin North Territorial Road.

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.

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 CHEMICALSSection 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. ANNEXATION OF ADDITIONAL LOTS AND/OR COMMON AREAS.

The GRANTOR reserves the right at any time or times in the future to amend this DECLARATION by adding to it SUBDIVISION NO. 2 or other additional subdivisions hereafter developed and platted by GRANTOR or its successors or assigns. Such additional subdivisions may or may not contain COMMON AREAS. Any such

amendment(s) to this DECLARATION shall provide that the GRANTEES of all residential LOTS in future added subdivisions shall be required to be members of the BEACON MEADOWS PROPERTY OWNERS ASSOCIATION and shall be subject to the restrictions set forth herein. Such amendment(s) shall also provide that the COMMON AREAS contained within the SUBDIVISION and all future subdivisions shall be for the use and benefit of all GRANTEES of LOTS in the SUBDIVISION and all subdivisions added hereto. Additional LOTS and COMMON AREAS may be annexed to the SUBDIVISION by GRANTOR without the consent or approval of the ASSOCIATION or any of its members or any GRANTEE.

Section 5. 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 6. APPOINTMENT OF GRANTOR AS ATTORNEY IN FACT.

All GRANTEES, their successors and assigns hereby

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

On this 12th day of March, 1987, before me personally appeared Daniel J. Wollschlager, and Brent J. Snyder, who under oath did state that they are the Vice President and 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.

**now known as MICHIGAN NATIONAL BANK

Lynn A. Thalacker
Notary Public, Wayne County, Mich.

LYNN A. THALACKER
Notary Public, Oakland County, Michigan
Acting in Wayne County, Michigan
My Commission Expires October 4, 1998

My commission expires: _____

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

When recorded return to:

GRANTOR