DECLARATION OF RESTRICTIONS
FOR RIVER PLACE SUBDIVISION

WHEREAS, the undersigned, JOSEPH P. CRACCHIOLO & ASSOCIATES, a Michigan Co-Partnership, of 4878 Rivers Edge, Troy, Michigan 48098, hereinafter referred to as "Declarant", being the owner in fee simple of the lands hereinafter described, and hereinafter referred to as "The Subdivision", desires to create a planned community for the benefit of all residents of The Subdivision, which is located in the City of Troy, Oakland County, Michigan, and more particularly described as:

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Part of the Southwest ¼ of Section 17, T.2N., R.11E., City of Troy, Oakland County, Michigan, being more particularly described as follows:

Beginning at a point which is North 02 degrees 57 minutes 04 seconds West 551.00 feet along the West line of Section 17 and North 87 degrees 19 minutes 00 seconds East 60.00 feet from the Southwest corner of Section 17, T.2N., R.11E.; thence North 02 degrees 57 minutes 04 seconds West 721.47 feet; thence along the South line of "Oak River East Sub. No. 1" (Liber 189, Pages 9 thru 15, O.C.R.) North 87 degrees 20 minutes 28 seconds East 1,177.50 feet; thence South 02 degrees 57 minutes 04 seconds East 280.50 feet; thence South 87 degrees 24 minutes 18 seconds West 346.50 feet; thence South 02 degrees 57 minutes 04 seconds East 759.00 feet; thence South 87 degrees 19 minutes 00 seconds West 396.00 feet; thence North 02 degrees 57 minutes 04 seconds West 318.00 feet; thence South 87 degrees 19 minutes 00 seconds West 435.00 feet to the point of beginning.

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values and amenities in The Subdivision and to this end desires to subject The Subdivision to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of The Subdivision and each owner of a lot therein; and

47.00

River Place Sub

Liber 206 P 9-12

Ent 20-17-306-000 - Lots 1-38
206009

O.K. — RR

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

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to the River Place Subdivision Association, a Michigan Non-Profit Corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of The Subdivision and any future subdivisions hereafter annexed, or the land contract purchaser thereof, but excluding those having any interest merely as security for the performance of an obligation.

Section 3. "Lot" shall mean and refer to any numbered lot shown on the recorded plat of The Subdivision and any future subdivisions hereafter annexed.

Section 4. "Declarant" shall mean and refer to Joseph P. Cracchiolo & Associates, a Michigan Co-Partnership, its successors and assigns.

Section 5. "Declaration" shall mean and refer to this Declaration of Restrictions, as recorded in the office of the Oakland County Register of Deeds, State of Michigan.

Section 6. "Member" shall mean and refer to those persons entitled to membership in the Association, as provided in this Declaration.

ARTICLE II
ESTABLISHMENT AND DEDICATION

Establishment of Non-Profit Corporation. There is hereby established an association of Owners of lots 1 through 38 inclusive, of River Place Subdivision, to be known as the RIVER PLACE SUBDIVISION ASSOCIATION. Such Association shall be organized within thirty (30) days after the date the plat of River Place Subdivision has been recorded with the Oakland County Register of Deeds. The Association shall be organized as a Non-Profit Corporation for a perpetual term under the laws of the State of Michigan and shall have such powers as are enumerated in this Declaration as well those set forth in the corporate By-Laws for the Association.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a lot shall be a mandatory member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a lot.

Section 2. All members shall be entitled to one vote for each lot owned. When more than one person holds an interest in a lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any one lot.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual general assessments or charges, and (2) special assessments for capital improvements. Such assessments shall be established and collected as hereinafter provided. The general and special assessments, together with interest thereon, collection costs, including reasonable attorney's fees, shall be a charge on the lot and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest thereon, costs of collection thereof, including reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such lot at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. The obligation of Declarant and each builder who has purchased one or more lots for construction of residences thereon for sale to Owners is separately set forth in Section of this Article.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in The Subdivision the improvement and maintenance of the storm water retention areas and other property under the control of or used by the Association, including all subdivision entrances; for planting and maintenance of trees, shrubs and grass; for caring for vacant lots; for providing community services; and for the protection of the Owners.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be Dollars ($ .00) per lot.

a. From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the members.

b. From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above five (5%) percent by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for that purpose.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy against each Owner, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any improvement upon the areas under the control of the Association, including subdivision entrances, retention ponds, fixtures and personal property, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for that purpose.

Section 5. Notice and Quorum for Actions Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article shall be sent to all members not less than 15 days nor more than 30 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Rate of Assessment. Both the general and the special assessments shall be set by the Board of Directors at a uniform rate for the Owners of all lots and may be collected on a monthly or an annual basis. However, notwithstanding anything to the contrary contained herein or elsewhere in this Declaration, no assessment levied against the Declarant, or any builder who has purchased one or more lots for the purpose of constructing a residence on each lot for sale to an owner, shall exceed the sum of fifty cents (.50¢) per month for each full month each lot is owned or purchased on a land contract.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the first lot to an Owner. A conveyance to a builder who has purchased a lot for the purpose of constructing a residence thereon for sale to an Owner shall not be deemed to be a conveyance to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of seven (7%) percent per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the lot. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot.

Section 9. Exempt Property. All property exempt from taxation by state or local governments and dedicated for public use shall be exempt from assessment, charge and lien created herein.

Section 10. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien but not the obligation for payment of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments becoming due after such sale or from the lien thereof.

Section 11. Failure to Maintain Storm Water Retention Basin. In the event the Association shall at any time fail to fulfill the obligation it assumed under the terms of the Storm Water Retention Facility Maintenance Agreement for Somerset Place Subdivision No. 1 which obligation is set forth in the AGREEMENT between Declarant and Benenicke & Krue Properties dated the City of Troy may serve written notice upon the Association or upon the Owners setting forth the manner in which the Association has so failed to fulfill its aforementioned obligations and said notice shall include a demand that deficiencies of maintenance be cured within ten (10) days thereof. If the deficiencies set forth in the notice, or in any modifications thereof, shall not be cured within said ten (10) days or any extension thereof, the City, in order to prevent the aforementioned storm water retention facility from becoming a public nuisance, may enter upon and maintain the retention basin until the Association is able to maintain its proportionate share. Said maintenance by the City shall not constitute a taking of the retention area nor vest in the public any right to use the same. If the City shall reasonably determine that the Association is ready and able to maintain its share of the storm water retention basin in a reasonable condition, the City shall cease to maintain it. The reasonable cost of such maintenance by the City of the Associations share shall be charged to the Association and, if not paid, assessed equally against each lot in River Place Subdivision, and shall become a lien on each lot, added to the tax rolls, and collected and enforced in a like manner as general City taxes are collected and enforced. In addition, the City shall be, at its option, subrogated to the Association's rights of collection from its members to the extent of that cost, if the City shall, by an official resolution, give thirty (30) days written notice to each association member of the City's decision to be so subrogated. However, should an emergency threatening the public health, safety and/or general welfare of the public be determined by the City to exist, the City shall have the right to take immediate corrective action.

ARTICLE V
ARCHITECTURAL CONTROL

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 nature, 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 control committee composed of three (3) persons appointed by the Declarant (who are not required to be members of the Association), hereinafter called the "Committee". Each member of the Committee shall serve for a period of one (1) year, or until replaced by a subsequent appointee. After the initial residential construction period has been completed and houses have been built on not less than ninety (90%) percent of the lots, the Declarant may delegate or assign its power of appointments of Committee members to the Association.

Section 1. 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 City of Troy, including a dimensioned plot plan showing lot and placement of residence, garage, outbuildings and fences (if any).

b. Front elevation, side elevations and rear elevation of building, (plus) elevations of walls and fences (if any).

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, fences (if any) and walls.

e. One set of blueprints shall be left with the Committee until construction is completed.

Section 2. Preliminary plans may first be submitted for preliminary approval.

Section 3. No approval by the Committee shall be valid if the structure or improvement violates any of the restrictions set forth in Articles VI or VII of this Declaration, except in cases where waivers have been granted as provided for in the said Articles.

Section 4. The Committee may disapprove plans because of noncompliance with any of the restrictions set forth in Articles VI and VII of this Declaration, or because of reasonable dissatisfaction with the grading and drainage plan, the location of the structure on the lot, the materials used, the color scheme, the finish, design, proportions, shape, height, style or appropriateness of the proposed improvement or alteration or because of any matter or thing, which in the reasonable judgment of the Committee, would render the proposed improvement or alteration inharmonious or out of keeping with the objectives of the Committee or with improvements erected on other lots in The Subdivision.

Section 5. In the event the Committee fails to approve or disapprove plans within fifteen (15) days after submission, then such approval will not be required, but all other limitations, conditions and restrictions set forth in this Declaration shall apply and remain in force as to such plans.

Section 6. 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 Architectural Control Committee who were validly serving on the Committee on the date of such approval.

ARTICLE VI
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 buildings on each lot, as hereinafter provided. Such dwelling house shall be designed and erected for occupation by a single private family. A private attached garage for the sole use of the respective owner or occupant of the lot upon which said garage is erected may also be erected and maintained.

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 not less than 1,600 square feet; in the case of a one and one-half story building, the living area shall be not less than 1,800 square feet; in the case of a two-story building, the living area thereof shall be not less than 2,000 square feet; and in the case of a quad or tri-level building the living area thereof shall be not less than 1,800 square feet. All computations of square footage for determination of the permissibility of erection of a residence shall be exclusive of garages, porches, or terraces. All garages must be attached or architecturally related to the dwelling. Garage doors shall not face the street on which the residence fronts. No garage shall provide space for less than two (2) automobiles. Carports are specifically prohibited.

Section 3. Minimum Yard Requirements. No building on any lot shall be erected nearer than:

a. Forty (40) feet from the front lot line; nor

b. Ten (10) feet from the side lot line of the least side, with a minimum total of twenty-five (25) feet for both sides; nor

c. Forty-five (45) feet from the rear lot line; nor

d. Forty (40) feet from the exterior side lot line on corner lots.

Approval of a variance by both the Architectural Control Committee and the City of Troy Board of Appeals permitting front, rear or side yards smaller than the above minimums shall be deemed a valid waiver of this restriction.

Section 4. 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 Owner and members of his household so long as such pets shall have such care so as not to be objectionable or offensive to others due to noise, odor or unsanitary conditions.

a. Any dog kept by a resident on his premises shall be kept either on a leash or in a dog run or pen, and shall not be allowed to run loose or unattended. No dog runs or pens shall be permitted to be erected or maintained unless located within the rear yard (only) 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 or be visable from the street in front of any lot. Provided further, no such dog runs or pens shall be permitted on any corner lot.

b. No owner of a lot shall use, nor shall he permit or suffer any occupant of any lot which he owns, or his or their invitees or guests, to use any B-B guns, firearms, air rifles or pellet guns. No owner or occupant of any lot shall permit or suffer his or their invitees or guests to harm or kill any wild fowl in The Subdivision.

Section 5. Wells. No well shall be dug, installed or constructed on any lot.

Section 6. Sight Distance at intersections. 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 street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines 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 such sight lines.

Section 7. Easements.

a. Easements for the installation and maintenance of utilities, underground television cable, sewer lines, water mains, drainage lines, surface drainage swales, or any other improvements which would serve the residents of the Subdivision, are reserved to Declarant, its successors and assigns, as shown on the recorded plat, and also in, on, under and over a strip of land (6) feet in width on each side of and along the rear of each lot. The use of all or a part of such easements may at any time or times hereafter be granted or assigned by Declarant, its successors or assigns, to any person, firm, corporation, governmental unit or agency which furnishes such services or utilities.

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

b. Private easements for public utilities have been granted and reserved on the plat of the Subdivision.

c. Permanent easements for the construction of entrance walls shall attach to the following described portions of lots 1 and 38 of The Subdivision:

Lot 1: The South 45.00 ft. of the West 24.00 ft. of Lot 1 of "River Place Subdivision:, City of Troy, Oakland County, Michigan.

Lot: 38: The North 45.00 ft. of the West 24.00 ft. of Lot 38 of "River Place Subdivision", City of Troy, Oakland County, Michigan.

Section 8. Temporary Structures. Trailers, tents, shacks, barns, or any temporary buildings of any description whatsoever, are expressly prohibited and no temporary occupancy shall be permitted in unfinished residential buildings. However, the erection of a temporary storage building for materials and supplies to be used in the construction of a dwelling, and which shall be removed from the premises upon completion of the building, is permitted.

Section 9. General Conditions.

a. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, which shall include dead trees, dead shrubs, grass clippings, compost, fertilizer and the like, and the same shall not be kept except in sanitary containers properly concealed from public view and in no event shall any of the aforementioned waste materials in sanitary containers be stored under a deck or other attachment to a residential structure. Garbage containers shall not be left at the road for more than twenty-four (24) hours in any one week.

b. No housetrailers, commercial vehicles, boat trailers, boats, camping vehicles or camping trailers 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, or on any lot therein, except while making normal deliveries or pickups in the normal course of business. However, a construction trailer may be maintained by any builder offering new houses for sale but only during the period when new houses are under construction in The Subdivision by that builder.

c. No laundry shall be hung for drying in such a way as to be visible from the street on which the dwelling fronts, and in the case of corner lots, such laundry shall not be hung so that it will be visible from the streets on which the dwelling fronts and sides.

d. All homes shall be equipped with electric garbage disposal units in the kitchen.

e. The grade of any lot or lots in The Subdivision may not be changed without the written consent of the Architectural Control Committee. This restriction is intended to prevent interference with the master drainage plans for The Subdivision.

f. No "through the wall" air conditioners may be installed on any building.

g. No outside compressors for central air conditioning units may be located other than in the rear yard and must be installed and maintained in such a manner so as to create no nuisance to the residents of adjacent dwellings.

h. No swimming pool may be built which is higher than one (1) foot above the existing lot grade.

i. No basketball backboards or hoops may be installed or placed on any lot in such a manner as to be visible from the street on which dwelling fronts, and in the case of corner lots, such basketball backboards or hoops shall not be installed or placed so that they will be visible from the streets on which the dwelling fronts and sides.

j. No repairs or maintenance on any type of vehicle shall be permitted which is visible from any street.

k. No satellite dishes for the reception of television or other signals shall be installed or erected on any lot or building.

l. All newspaper boxes shall be attached to the mailbox posts erected on the lots and no free standing newspaper boxes shall be permitted.

m. No solar energy panels or related apparatus shall be installed on any building.

Section 10. Sales Agency and/or Business Office. Notwithstanding anything to the contrary elsewhere set forth herein, Declarant and/or any builders which it may designate, may construct and maintain a sales agency and a business office on any lots which they may select, or may use a model house for such purposes, and Declarant and such designated builders may continue to do so until such time as all of the lots in which Declarant or such designated builders have an interest, and are sold by them.

Section 11. Lease Restrictions. No owners of any lot shall lease and/or sublet less than the whole of any dwelling on any lot.

Section 12. Exterior Surface of Dwellings. The visible exterior walls of all dwelling structures shall be made of wood, brick, brick veneer and/or stone in any combination. Stucco or ledge rock may also be used so long as any of these materials alone or in combination do not exceed fifty (50%) percent of the total of all visible exterior walls. The use of cement block, slag, cinder block, imitation brick, aluminum, asphalt, aluminum and/or any type of commercial siding is expressly prohibited. Windows and doors shall not be included in calculating the total area of visible exterior walls. The Architectural Control Committee may grant such exceptions to this restriction as it deems suitable.

Section 13. Fences.

a. No fence, wall or solid hedge may be erected, grown or maintained on any lot.

b. Fences which are required by local ordinance to enclose swimming pools, and fences used for dog runs or pens which comply with the requirements of Article VI, Section 4(a), of this Declaration, shall be permitted provided that fencing used to enclose any swimming pool shall be ornamental in nature.

Section 14. Signs. No sign or billboard shall be placed, erected, or maintained on any lot, except one sign advertising the lot, or the house and lot for sale or lease, which said sign shall have a surface of not more than five (5) square feet, and the top of which shall be not more than three (3) feet above the ground; provided, however, that such sign shall have been constructed and installed in a professional manner. Any such sign shall be kept clean and in good repair during the period of its maintenance on the said lot, and shall in no event be placed and maintained nearer than twenty-five (25) feet from the front lot line. The provisions of this paragraph shall not apply to such signs as may be installed or erected on any lot by Declarant, or any builder which it may designate during the initial period of construction of houses, or during such periods as any residence be used as a model or for display purposes.

Section 15. 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 condition.

Section 16. Landscaping. Upon the completion of a residence on any of the lots the owner thereof, (and the word "owner", as used in this connection, is intended to mean the party who purchases a residence from the builder thereof, and each subsequent purchaser), shall cause the lot owned by him to be finish-graded and either hydro-seeded or sodded and suitably landscaped as soon after the completion of construction as weather permits but in no event later than six (6) months. No conventional seeding shall be permitted. The lot and the drainage ditch, if any, contiguous to each lot shall be kept free of weeds by the owner thereof. All landscaping and lawns shall be well-maintained at all times. Provided further that the owners of lots abutting the Coolidge Road right-of-way, along which right-of-way Declarant has or will construct a landscaped earthen berm, shall be required to maintain such berm in a condition deemed to be suitable by the Architectural Control Committee.

Section 17. Tree Preservation. It is the undertaking of Declarant that trees throughout the Subdivision will be removed at the time of development only in those areas where necessary to install utilities. Trees in house areas will be selectively removed only as necessary for house construction. No tree in any rear yard area shall be removed by Declarant or any owner unless such tree is established to the satisfaction of the Architectural Control Committee to be diseased, dead or dying.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. The covenants and 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 successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than eighty percent (80%) of the lot Owners and thereafter by an instrument signed by not less than seventy percent (70%) of the lot Owners. Any amendment must be recorded with the Oakland County Register of Deeds.

Section 4. Assignment or Transfer of Rights and Powers. Declarant hereby reserves the unequivocal right to assign to the Association in whole or in part, from time to time, any or all of the rights and powers, titles, easements and estates hereby reserved or given to Declarant herein, 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 and reserved to and assumed by Declarant in connection with the rights, powers, and easements so assigned, and such instrument, when executed by such assignee shall without further act, release said Declarant from all obligation, duties and liability in connection therewith.

IN WITNESS WHEREOF, the undersigned, being all of the parties with an ownership interest in the lots have caused these presents to be executed on this 19th day of January, 1989.

In the presence of:

William H. Tripp

Karen J. Kovach
KAREN J. KOVACH

JOSEPH P. CRACCHIOLO & ASSOCIATES
a Michigan Co-Partnership

By: Joseph P. Cracchiolo
Joseph P. Cracchiolo

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

On this 19th day of January, 1989 before me personally appeared Joseph P. Cracchiolo, who, being by me duly sworn did say that he is a partner of Joseph P. Cracchiolo & Associates, a Michigan Co-Partnership, on behalf of the co-partnership.

My commission expires:

Tracy L. Wedemire
, Notary Public
TRACY L. WEDEMIRE
Notary Public, Oakland County, Michigan
My Commission Expires March 3, 1991

This instrument drafted by, and after recording return to:

William H. Tripp
Attorney at Law
401 S. Woodward
Suite 431
Birmingham, MI 48011

fyjghj

Deed Restrictions Addendum 1989

ADDENDUM TO

DECLARATION OF RESTRICTIONS

FOR RIVER PLACE SUBDIVISION

Ent 20-17-306-000
Lots 1-38

RECORDED LIBER [illegible] P159

WHEREAS, the undersigned, JOSEPH P. CRACCHIOLO & ASSOCIATES, a Michigan Co-Partnership, of 4878 Rivers Edge, Troy, Michigan 48098, hereinafter referred to as "Declarant", on January 19, 1989 executed a certain document entitled DECLARATION OF RESTRICTIONS FOR RIVER PLACE SUBDIVISION; and

WHEREAS, Declarant now wishes to amend and add to the aforementioned DECLARATION OF RESTRICTIONS in certain particulars; and

WHEREAS, the undersigned individual lot owners wish to join with Declarant in amending and adding to the aforementioned DECLARATION OF RESTRICTIONS.

NOW, THEREFORE, Declarant hereby amends and modifies the aforementioned DECLARATION OF RESTRICTIONS executed January 19, 1989 as follows:

#36 REG/DEEDS PAID
0001 NOV.03'89 03:33PM
9819 MISC 15.00

FIRST

ARTICLE IV Section 3. shall be amended by completing the first paragraph as follows:

ARTICLE IV

Section 3. Maximum Annual Assessment.

Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be One Hundred dollars ($100.00) per lot.

O.K. — RR

SECOND

ARTICLE VI Section 7. c. shall be amended in its entirety to read as follows:

ARTICLE VI

Section 7. Easements.

c. Permanent easements for the construction of entrance walls shall attach to the following described portions of lots 1 and 38 of the Subdivision:

Lot: 1: The South 45.00 ft. of the West 24.00 ft. of Lot 1 of "River Place Subdivision", City of Troy, Oakland County, Michigan.

Lot: 38: The North 45.00 ft. of the West 24.00 ft. of Lot 38 of River Place Subdivision", City of Troy, Oakland County, Michigan.

Also, with respect to lot 38, a second water meter will be installed within lot 38 by the city of Troy for the sole purpose of metering water usage in connection with the maintenance of the landscaped earthen berm to be constructed by Declarant along the Coolidge Road right of way. The Association shall be billed for all water used for this purpose and the Association shall further be responsible for the general maintenance of said berm and the two cul de sacs to be located within the subdivision.

Provided further, permanent signs indicating the names of Development and the Developer shall be placed on the aforementioned entrance walls and also within the aforementioned cul de sacs. Accordingly, permanent easements shall attach to all affected lots for these purposes. The Association shall be responsible for all

maintenance required in connection with the installation of the aforementioned decorative signs.

THIRD

ARTICLE VI Section 9. i. shall be amended in its entirety to read as follows:

ARTICLE VI

Section 9. General Conditions.

i. No basketball backboards or hoops may be installed or placed on any lot in such manner as to be visible from the street on which the dwelling fronts, and in the case of corner lots, such basketball backboards or hoops shall not be installed or placed so that they will be visible from the streets in which the dwelling fronts and sides unless: 1. the backboard of the unit is constructed of clear, non yellowing acrylic or a similar substance and such backboard shall contain no lettering, imprinting other markings except that installed by the manufacturer and not considered offensive by the architectural control committee in its sole discretion; 2. the pole on which the backboard is mounted is solid black in color and; 3. the goal net is property maintained at all times in the opinion of the architectural committee in its sole discretion.

FOURTH

ARTICLE VI Section 9. shall be amended by adding the following Paragraph m.

ARTICLE VI

Section 9. General Conditions.

m. Firewood may only be stored inside the garage area and not on the outside of any dwelling.

FIFTH

ARTICLE VI Section 16. shall be amended in its entirety to read as follows:

ARTICLE VI

Section 16. Landscaping.

Upon completion of a residence on any of the lots the owner thereof, ("owner", as used in this connection, is intended to mean the party who purchases a residence from the builder thereof and each subsequent purchaser), shall cause the lot owned by him to be finish-graded, and either hydro-seeded or sodded and suitably landscaped as soon after the completion of construction as weather permits but in no event later than six (6) months after said completion. Provided further, in order for a lot to be considered suitably landscaped, the owner shall be required to submit and adhere to a landscape plan, professionally prepared by a licensed landscape architect or landscape designer. Such plan shall be submitted in duplicate to the architectural control committee and shall require the approval of Laverne Bueche, the landscape designer customarily employed by Declarant, or any successor to Laverne Bueche. Such approval shall be evidenced by the word "approved" followed by the signature of Declarant on the duplicate copy of the plan. Any subsequent modifications of said plan must be similarly approved and adhered to. No conventional seeding shall be permitted. All landscaping and lawns shall be well-

maintained at all times.

IN WITNESS WHEREOF, the undersigned, being all of the parties with an ownership interest in the lots have caused these presents to be executed on this 2nd day of ~~June~~ October, 1989.

In the presence of:

Marsha Calhoun
MARSHA CALHOUN

JOSEPH P. CRACCHIOLO & ASSOCIATES
a Michigan Co-Partnership

By: Joseph P. Cracchiolo
Joseph P. Cracchiolo

David Reis
DAVID REIS

Margaret Reis
MARGARET REIS

Diane M. Young
DIANE M. YOUNG

Carol Weldy
CAROL WELDY

PHILIP G. JAMESON

Eva A. Jameson
EVA A. JAMESON

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

On this 30th day of October, 1989, before me personally appeared JOSEPH P. CRACCHIOLO, who, being by me duly sworn did say that he is a partner of JOSEPH P. CRACCHIOLO & ASSOCIATES, a Michigan Co-Partnership, on behalf of the Co-Partnership.

Michael J. Mills
acting in, Notary Public
Oakland County, Michigan
My Commission Expires:

MICHAEL J. MILLS
Notary Public, Macomb County, MI
My Commission Expires Mar. 30, 1993

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

On this 30th day of October, 1989, before me a Notary Public in and for said County appeared, DAVID REIS, MARGARET REIS *** who did acknowledge that this instrument was signed on behalf of said persons and that said execution was their free act and deed.

*** Philip G. Jameson and Eva A. Jameson

Diane M. Young
DIANE M. YOUNG, Notary Public
Oakland County, Michigan
My Commission Expires: 9/8/92

Macomb Cty. acting in

DRAFTED BY & RETURN TO
William J. Tripp
401 S. Woodward STE 456
Birmingham, MI 48009

End