

DECLARATION OF RESTRICTIONS  
FOR OAK RIVER SUBDIVISION NO. 1

WHEREAS, the undersigned, BILTMORE PROPERTIES COMPANY, a Michigan Co-Partnership, of 2900 W. Maple Road, Troy, Michigan 48064, 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 with private parks, called "Common Area", 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:

Lots 1 through 87 inclusive, of OAK RIVER SUBDIVISION NO. 1, of part of the Northeast 1/4 of Section 18, T. 2 N., R. 11 E., City of Troy, Oakland County, Michigan, according to the plat thereof as recorded in Liber 171 of Plats, pages 5 through 8, Oakland County Records; and

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values and amenities in The Subdivision and for the maintenance of the Common Area, and to this end desires to subject The Subdivision and the Common Area 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

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in The Subdivision, to create a legal entity to own, maintain and administer the Common Area and facilities that may be constructed thereon, the storm water retention areas and subdivision entrances, and to collect and disburse the assessments and charges hereinafter created, and to promote the recreation, health, safety and welfare of the residents; and

WHEREAS, Declarant may, at some future time, plat additional subdivisions of land in the Northeast 1/4 of Section 18 of the City of Troy and subject the lots and Common Area so platted to the covenants, restrictions, easements, charges and liens set forth herein by amendments made to this Declaration.

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, covenants 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 Oak River 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. "Common Area" shall mean those areas of land within The Subdivision (including the improvements thereto) now or hereafter owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot within The Subdivision is described as follows:

"Oak River Park", Oak River Subdivision No. 1, of part of the Northeast 1/4 of Section 18, T. 2 N., R. 11 E., City of Troy, Oakland County, Michigan, according to the plat thereof as recorded in Liber \_\_\_\_\_, pages \_\_\_\_\_ through \_\_\_\_\_ of plats, Oakland County Records.

Section 4. "Lot" shall mean and refer to any numbered lot shown on the recorded plat of The Subdivision and any future subdivisions hereafter annexed.

Section 5. "Declarant" shall mean and refer to Biltmore Properties Company, a Michigan Co-Partnership, its successors and assigns.

Section 6. "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 7. "Member" shall mean and refer to those persons entitled to membership in the Association, as provided in this Declaration.

## ARTICLE II

### ESTABLISHMENT AND DEDICATION

#### Section 1. Establishment of Non-Profit Corporation.

There is hereby established an association of Owners of lots 1 through 87 inclusive, of Oak River Subdivision No. 1, to be known as the OAK RIVER SUBDIVISION ASSOCIATION. Such Association shall be organized within thirty (30) days after the date the plat of Oak River Subdivision No. 1 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.

#### Section 2. Dedication of Common Area.

Declarant hereby dedicates and conveys to each Owner of a lot in The Subdivision a right and easement of enjoyment in and to the Common Area and hereby covenants that it will convey the Common Area to the Association free and clear of all liens and encumbrances within ninety (90) days after the date the plat of Oak River Subdivision No. 1 has been recorded. Title to the Common Area shall vest in the Association subject to the rights and easement of enjoyment in and to such Common Area by the Owners. Said easement of enjoyment shall not be personal, but shall be considered to be appurtenant to the lots and shall pass with the title to the lots whether or not specifically set forth in the deeds of conveyance of the lots.

## ARTICLE III

### PROPERTY RIGHTS

#### Section 1. Owners' Easements of Enjoyment.

The right and easement of enjoyment of each Owner in and to the Common Area shall be subject to the following prior rights of the Association:

- a. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- b. The right of the Association to suspend the voting rights and right to use the Common Area by an Owner for any period during which any assessment against his lot



remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

c. The right of the Association to grant easements, dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, grant or transfer shall be effective unless an instrument agreeing to such dedication, grant or transfer signed by two-thirds (2/3rds) of the members has been recorded.

d. The right of the Association to levy assessments, as set forth in Article V, below.

Section 2. Delegation of Use.

Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or purchasers who reside on his lot.

Section 3. Reservation of Easements.

Declarant reserves the right, without the consent of the Association or any of its members, to increase or reduce the size of the Common Area or to grant easements through it for the purpose of causing the installation of any utility lines, television cable, drainage facilities or any other improvements which would serve the residents of the Subdivision.

ARTICLE IV

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 V

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 6 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 and future subdivisions hereafter annexed, and in particular for the improvement and maintenance of the Common Area now or hereafter owned by the Association, and facilities thereon, the storm water retention areas and other property under the control of the Association, including all subdivision entrances; for planting and maintenance of trees, shrubs and grass; for construction, operation and maintenance of recreational facilities; 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 Twenty-Four Dollars (\$24.00) 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 Common Area and other 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 (1/2) 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 or 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 non-use of the Common Area or abandonment of his lot.

Section 9. Exempt Property.

All Common Area and all other 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 maintain the storm water retention basin area, in reasonable order and condition, the City of Troy may serve written notice upon the Association or upon the Owners setting forth the manner in which the Association has failed to maintain the storm water retention area in a reasonable condition 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 storm water retention basin from becoming a public nuisance, may enter upon said Common Area and maintain the retention basin until the Association is able to do so. 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 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 shall be charged to the Association and,



If not paid, assessed equally against each lot in Oak River Subdivision No. 1 and additional subdivisions, 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 VI

### 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 appointment 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 VII or VIII 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 VII and VIII 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 VII

### 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 1600 square feet; in the case of a one and one-half story building, the living area shall be not less than 1800 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 1800 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, except that the Architectural Control Committee upon request may waive this prohibition. 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.

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 or in the Common Area.

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.

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, and the same shall not be kept except in sanitary containers properly concealed from public view. Garbage containers shall not be left at the road for more than twenty-four (24) hours in any one week.

b. No house trailers, 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 pickup in the normal course of business. However, a construction trailer may be maintained by each builder offering new houses for sale, 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 the front wall or in any front window of 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 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 on which the dwelling fronts and sides.

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, 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, aluminum and/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, asphalt 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 in front of or along the front building line of any lot; provided, however, that low ornamental fencing along the front lot line in architectural harmony with the design of the house, may be erected. The side lot line of each corner lot which faces a street shall be deemed to be a second front building lot line and shall be subject to the same restrictions as to the erection, growth or maintenance of fences, walls or hedges as is hereinbefore provided for front building lines.

b. No fence or wall may be erected or maintained on or along the side lines of any lot, and/or on or along the rear line of any lot, except that 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 VII, Section 4(a), of this Declaration, shall be permitted.

#### 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 purchase a residence from the builder thereof, and each subsequent purchaser), shall cause the lot owned by him to be finish-graded and seeded or sodded and suitably landscaped as soon after the completion of construction as weather permits. 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.

#### Section 17. Flood Plain.

No filling, grading, alteration or occupation of the 100 Year Flood Plain limits for the Rouge River as shown on the recorded plat will be allowed without the approval of the Michigan Department of Natural Resources and the City of Troy. The 100 Year Flood



Plain limits for the Rouge River vary from elevation 782.8 (U.S.C.S. datum) at the upstream plat limits to elevation 780.1 at the downstream plat limits.

All buildings used or capable of being used for residential purposes and occupancy on lots 55 through 70 inclusive, shall be built in compliance with the following requirements:

(a) Openings into basements shall be at a grade elevation no lower than the elevation defining the 100 Year Flood Plain as shown on the recorded plat.

(b) No habitable floors, including basements, shall be built at a grade which is lower than the elevation defining the 100 Year Flood Plain, as shown on the recorded plat.

The conditions of subparagraphs (a) and (b), above, shall be satisfied if, prior to the completion of the dwelling, a certificate is obtained from a professional engineer registered in the State of Michigan stating that the requirements of said subparagraphs have been complied with.

The restrictions and conditions imposed in this paragraph shall be observed in perpetuity, shall not be amended and are hereby excluded from the time limitation set for the duration of the other restrictions contained in this Declaration.

#### ARTICLE VIII

##### TREE PRESERVATION AREAS

The restrictions and limitations of this Article shall apply only to lots 12 through 45 inclusive and 65 through 70 inclusive.

##### Article 1. Areas Defined.

All of that portion of the lot lying between a line ninety-five (95) feet from and parallel to the front lot line of each of the lots enumerated above in this paragraph and the rear lot line of each of said lots is and shall be deemed to be "tree preservation areas".

##### Article 2. Tree Protection.

No standing, living deciduous or evergreen tree within the tree preservation areas shall be removed or deliberately damaged or destroyed, nor shall any person do any act or fail to do any act the result of which could reasonably be expected to cause damage to or destruction of any of said trees.

##### Article 3. Development.

No building, outbuilding, addition, deck, patio, swimming or wading pool or other improvement or development of any kind, including the installation of underground utility or service lines, shall be permitted within the tree preservation areas if that improvement would require the removal or destruction of any such tree, or if such improvement could reasonably cause injury to or destruction of or inhibit the continued natural growth of any such tree.

##### Article 4. Maintenance.

Nothing contained in this Article shall be construed to limit or prohibit within the tree preservation areas the removal of brush and scrub growth, the regular trimming, pruning and maintenance of the trees, the removal of diseased or dying trees or the trimming or removal of trees which could or might reasonably be expected to cause injury to persons or property if left untended.

##### Article 5. Waiver.

The restrictions and limitations of this Article may be waived in whole or in part by the Architectural Control Committee in appropriate cases, in the sole judgment of the



Committee, so long as the granting of such waiver does not substantially change the character of the tree preservation area.

## ARTICLE IX

### RESTRICTIONS ON THE USE OF COMMON AREA AND THE ROUGE RIVER

#### Section 1. Motor Vehicles.

All vehicles propelled by a motor, other than those used for maintenance purposes, including but not limited to snowmobiles, all-terrain vehicles, motorcycles, mo-peds, motor boats, automobiles, trucks and vans are expressly prohibited from operation or storage in the Common Area or in the Rouge River. Boats powered by sail or oar are permitted in the Rouge River.

#### Section 2. Structures.

No raft, wall, building or structure may be constructed nor any development or improvement done on or in the Rouge River or along its shore line without the prior written consent and approval of Declarant, the Architectural Control Committee and all governmental agencies having jurisdiction.

#### Section 3. Pollution.

No Owner shall throw trash, refuse, or rubbish of any kind in the Common Area or the Rouge River. No substance of any kind may be discharged into the Rouge River without the prior written approval of both the Michigan Department of Natural Resources and Declarant.

#### Section 4. Dogs.

No Owner shall allow his dog to run loose in the Common Area or swim in the Rouge River.

#### Section 5. Use of Rouge River and Common Area.

All land embracing waters of the Rouge River is subject to the correlative rights of other riparian owners and to the public trust in these waters. The Rouge River and the Common Area shall be used only for passive recreation. Golfing, swimming in the river and all active sports are prohibited. No Owner shall permit or suffer the use of the Rouge River or the Common Area for any commercial purposes. All activities on and in the Rouge River and in the Common Area shall be carried on in such a manner as not to be disturbing or offensive to other Owners. No fishing nets, firearms, air rifles, pellet or BB guns, bows and arrows, sling shots or other weapons shall be used on or in the Rouge River or the Common Area.

#### Section 6. Wild Life.

No Owner shall permit or suffer the molestation or destruction of wild ducks, geese, birds or other harmless wild life on, in or over the Rouge River or the Common Area. However, fishing with rod is permitted in and along the Rouge River.

#### Section 7. Liability.

The Association shall maintain liability insurance in sufficient amounts for the purpose of protecting itself as well as the Owners, the Declarant and builders from the burden of liability resulting from accidents which may cause death or injury to anyone while in the Common Area, the Rouge River or on property under the jurisdiction or control of the Association.

#### Section 8. Published Rules.

The Declarant reserves the right to publish from time to time reasonable rules and regulations consistent herewith governing the use of the Common Area and the Rouge River, as well as other matters relating thereto.



## ARTICLE X

GENERAL PROVISIONSSection 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, except that amendments made by Declarant for the purpose of adding residential lots and/or Common Area to the Association and making this Declaration apply to such lots and/or Common Area shall not require the vote, signature or approval of any Owners, the Association or any members thereof. Any amendment must be recorded with the Oakland County Register of Deeds.

Section 4. Annexation of Additional Lots and/or Common Area.

Declarant reserves the right at any time or times in the future to amend this Declaration by adding to it one or more additional subdivisions of land in the Northeast 1/4 of Section 18 of the City of Troy, hereafter developed and platted by Declarant or its assigns. Such additional subdivisions may or may not contain Common Area. Any such amendment(s) to this Declaration shall provide that the owners of all residential lots in future added subdivisions shall be required to be members of the Oak River Subdivision Association and shall be subject to the covenants, restrictions, easements, charges and liens set forth herein. Such amendment(s) shall also provide that the Common Area contained within the Subdivision and all future subdivisions shall be for the use and benefit of all owners of lots in the Subdivision and all subdivisions added hereto. Additional lots and Common Area may be annexed to the Association by Declarant without the consent or approval of the Association or any of its members or any Owner. Annexation by action of the Association shall require the consent of two-thirds (2/3rds) of its members.

Section 5. 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 18th day of December, 1979.

In the presence of:

Carol J. Neiden  
Carol J. Neiden

Patricia A. Neighbors  
Patricia A. Neighbors

BILTMORE PROPERTIES COMPANY  
a Michigan Co-Partnership

By: BILTMORE HOMES COMPANY  
a Michigan Corporation, Partner

By: Norman J. Cohen  
Norman J. Cohen  
Its President

STATE OF MICHIGAN )  
COUNTY OF OAKLAND ) SS

On this 18th day of December, 1979 before me personally appeared Norman J. Cohen, who, being by me duly sworn did say that he is the President of Biltmore Homes Company, a Michigan Corporation, Partner of Biltmore Properties Company, a Michigan Co-Partnership, on behalf of the co-partnership.

My commission expires: April 18, 1981

Joyce E. Kuhn  
Joyce E. Kuhn, Notary Public  
Oakland County, Michigan

This instrument drafted by, and after recording return to:

Gilbert L. Franklin  
Attorney at Law  
2900 W. Maple Road  
Troy, Michigan 48084

COPIES 21 AM 8:30  
JAN 21 1980  
NOTARY PUBLIC  
JOYCE E. KUHN



DECLARATION OF RESTRICTIONS  
FOR OAK RIVER SUBDIVISION NO. 2

AND

FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS  
FOR OAK RIVER SUBDIVISION NO. 1

WHEREAS, Biltmore Properties Company, a Michigan Co-Partnership, of 2900 West Maple Road, Troy, Michigan 48064, hereinafter referred to as "Declarant" established certain restrictions, hereinafter referred to as the "Restrictions", for the benefit of all owners of lots in Oak River Subdivision No. 1 which is located in the City of Troy, Oakland County, Michigan, more particularly described as:

Lots 1 through 87 inclusive and Oak River Park, of Oak River Subdivision No. 1, a part of the Northeast 1/4 of Section 18, T. 2 N., R. 11 E., City of Troy, Oakland County, Michigan, according to the plat thereof as recorded in Liber 171 of Plats, pages 5 through 8, Oakland County Records, hereinafter referred to as "Subdivision No. 1"

20-17-201-000 ENT  
which Restrictions are recorded in Liber 7734, Pages 56 through 69 inclusive, Oakland County Records; and

WHEREAS, the Declarant is the owner in fee simple of the premises located in the City of Troy, Oakland County, Michigan described as:

Lots 88 through 165 inclusive and Oak River Park, of Oak River Subdivision No. 2, a part of the Northeast 1/4 of Section 18, T. 2 N., R. 11 E., City of Troy, Oakland County, Michigan, according to the plat thereof as recorded in Liber 184 of Plats, pages 1 through 3 inclusive, Oakland County Records, hereinafter referred to as "Subdivision No. 2";

and 20-17-203-000 ENT

WHEREAS, the Restrictions in Article X, Section 3 provide they may be amended by the Declarant without the "vote, signature or approval of any Owners, the Association or any members thereof" for the purpose of adding residential lots and/or Common Area to the Association and making the Restrictions apply to such added lots and/or Common Area; and

WHEREAS, the Restrictions in Article X, Section 4 provide they may be amended by the Declarant without the "consent or approval of the Association or any of its members or any Owner" for the purpose of making the Restrictions applicable to one or more additional subdivisions in the Northeast 1/4 of Section 18 of the City of Troy to be developed subsequent to the date of the Restrictions by Declarant or its assigns; and

WHEREAS, preparations are being made to develop Subdivision No. 2 and to make such subdivision subject to the Restrictions and the provisions hereof; and

WHEREAS, Declarant desires to establish additional restrictions applicable to the Flood Plain in Subdivision No. 2 as set forth below in paragraph 6.

NOW, THEREFORE, in consideration of the premises and the covenants, terms and conditions contained herein, the Restrictions for Subdivision No. 1 are hereby amended and additional restrictions applicable to the flood plain in Subdivision No. 2 are hereby established as follows:

1. All of the Restrictions and recitals set forth therein excepting and excluding only Section 17 of Article VII and all of Article VIII thereof are hereby made applicable to each and every lot and to Oak River Park in Subdivision No. 2.

2. All of the Restrictions and recitals set forth therein shall continue to be applicable to each and every lot and to Oak River Park in Subdivision No. 1.



3. Membership in the Association shall be mandatory for each and every owner of a lot in Subdivision No. 2. Each and every owner of a lot in Subdivision No. 2 shall be subject to the covenants, restrictions, easements, charges and liens provided for in the Restrictions.

4. Oak River Park in Subdivision No. 1 and Oak River Park in Subdivision No. 2 shall be for the use and benefit of all owners of lots in Subdivision No. 1 and Subdivision No. 2. Each of such Parks is "Common Area" as such term is used in Section 3 of Article I of the Restrictions.

5. Declarant or its assigns shall convey the Common Area in Subdivision No. 2 (Oak River Park of Subdivision No. 2) to the Association within ninety (90) days after the date the plat for Subdivision No. 2 is recorded.

6. Flood Plain. No filling, grading, alteration or occupation of the 100 Year Flood Plain limits for the Rouge River as shown on the recorded plat for Subdivision No. 2 will be allowed without the approval of the Michigan Department of Natural Resources and the City of Troy. The 100 Year Flood Plain limits for the Rouge River in Subdivision No. 2 vary from elevation 780.1 (U.S.C.S. datum) at the upstream plat limits to elevation 779.0 at the downstream plat limits.

All buildings used or capable of being used for residential purposes and occupancy on lots 115 through 126 inclusive, of Subdivision No. 2 shall be built in compliance with the following requirements:

a. Openings into basements shall be at a grade elevation no lower than the elevation defining the 100 Year Flood Plain as shown on the recorded plat.

b. No habitable floors, including basements, shall be built at a grade which is lower than the elevation defining the 100 Year Flood Plain, as shown on the recorded plat.

The conditions of subparagraph a. and b. above shall be satisfied if, prior to the completion of the dwelling, a certificate is obtained from a professional engineer registered in the State of Michigan stating that the requirements of said subparagraphs have been complied with.

The restrictions and conditions imposed in this paragraph shall be observed in perpetuity, shall not be amended and are hereby excluded from the time limitation set for the duration of the other restrictions contained in the Restrictions.

7. The Restrictions and the provisions hereof shall be applicable to the present and future owners of lots in Subdivision No. 1 and Subdivision No. 2 and all lots in Subdivision No. 1 and Subdivision No. 2 shall be used, held, and/or sold expressly subject to the restrictions, covenants and agreements set forth in the Restrictions and as provided herein which shall be incorporated by reference in all deeds of conveyance and contracts for the sale of lots and shall run with the land and be binding upon all grantees and assigns and their respective heirs, personal representatives, successors and assigns.

8. All conditions, restrictions, covenants and agreements in the Restrictions which are not herein specifically amended shall continue in full force and effect.



LIBER 9237 PAGE 239

DECLARATION OF RESTRICTIONS  
FOR OAK RIVER SUBDIVISION NO. 3

85 3300

AND

SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS  
FOR OAK RIVER SUBDIVISION NO. 1

WHEREAS, Biltmore Properties Company, a Michigan Co-Partnership, of 2900 West Maple Road, Troy, Michigan 48034, hereinafter referred to as "Declarant" established certain restrictions, hereinafter referred to as the "Restrictions", for the benefit of all owners of lots in Oak River Subdivision No. 1 which is located in the City of Troy, Oakland County, Michigan, more particularly described as:

*ADWELL NO,*  
*0-18-228-014*  
Lots 1 through 87 inclusive and Oak River Park, of Oak River Subdivision No. 1, a part of the Northeast 1/4 of Section 18, T. 2 N., R. 11 E., City of Troy, Oakland County, Michigan, according to the plat thereof as recorded in Liber 171 of Plats, pages 5 through 8, Oakland County Records, hereinafter referred to as "Subdivision No. 1" *Ent 20-18-201-000*

which Restrictions are recorded in Liber 7734, Pages 56 through 69 inclusive, Oakland County Records; and

WHEREAS, the Declarant is the owner in fee simple of the premises located in the City of Troy, Oakland County, Michigan described as:

*(2)*  
Lots 146 through 224 inclusive and Oak River Park, of Oak River Subdivision No. 3, a part of the Northeast 1/4 of Section 18, T. 2 N., R. 11 E., City of Troy, Oakland County, Michigan, according to the plat thereof as recorded in Liber 187 of Plats, pages 4 through 7 inclusive, Oakland County Records, hereinafter referred to as "Subdivision No. 3"; *Ent - 187004*

*S*  
*ENT*  
WHEREAS, the Restrictions in Article X, Section 3 provide it may be amended by the Declarant without the "vote, signature or approval of any Owners, the Association or any members thereof," for the purpose of adding residential lots and/or Common Area to the Association and making the Restrictions apply to such added lots and/or Common Area; and

WHEREAS, the Restrictions in Article X, Section 4 provide they may be amended by the Declarant without the "consent or approval of the Association or any of its members or any Owner" for the purpose of making the Restrictions applicable to one or more additional subdivisions in the Northeast 1/4 of Section 18 of the City of Troy to be developed subsequent to the date of the Restrictions by Declarant or its assigns; and

WHEREAS, preparations are being made to develop Subdivision No. 3 and to make such subdivision subject to the Restrictions and the provisions hereof; and

WHEREAS, Declarant desires to establish restrictions applicable to the Flood Plain in Subdivision No. 3.

NOW, THEREFORE, in consideration of the premises and the covenants, terms and conditions contained herein, the Restrictions for Subdivision No. 1 are hereby amended as follows:

1. All of the restrictions, covenants, agreements and provisions set forth in the Restrictions excepting and excluding only Section 17 of Article VII and all of Article VIII thereof are hereby made applicable to each and every lot and to Oak River Park in Subdivision No. 3.

2. Membership in the Association shall be mandatory for each and every owner of a lot in Subdivision No. 3. Each and every owner of a lot in Subdivision No. 3 shall be



and benefit of all owners of lots in Subdivision No. 1, Subdivision No. 2 and Subdivision No. 3. Each of such Parks is "Common Area" as such term is used in Section 3 of Article I of the Restrictions.

4. Declarant or its assigns shall convey the Common Area in Subdivision No. 3 (Oa. River Park of Subdivision No. 3) to the Association within ninety (90) days after the date the plat for Subdivision No. 3 is recorded.

5. Flood Plain. No filling, grading, alteration or occupation of the 100 Year Flood Plain limits for the Rouge River as shown on the recorded plat for Subdivision No. 3 will be allowed without the approval of the Michigan Department of Natural Resources and the City of Troy. The 100 Year Flood Plain limits for the Rouge River in Subdivision No. 3 vary from elevation 781.0 (N.G.V. datum) at the upstream plat limits to elevation 779.3 at the downstream plat limits.

All buildings used or capable of being used for residential purposes and occupancy on lots 148 through 170 inclusive, of Subdivision No. 3 shall be built in compliance with the following requirements:

a. Openings into basements shall be at a grade elevation no lower than the elevation defining the 100 Year Flood Plain as shown on the recorded plat.

b. No habitable floors, including basements, shall be built at a grade which is lower than the elevation defining the 100 Year Flood Plain, as shown on the recorded plat.

The conditions of subparagraph a. and b. above shall be satisfied if, prior to the completion of the dwelling, a certificate is obtained from a professional engineer registered in the State of Michigan stating that the requirements of said subparagraphs have been complied with.

The restrictions and conditions imposed in this paragraph shall be observed in perpetuity, shall not be amended and are hereby excluded from the time limitation set for the duration of the other restrictions contained in the Restrictions.

6. The restrictions and limitations of this paragraph 6 shall apply to lots 156 through 169 of Subdivision No. 3.

All of that portion of such lots lying between a line one hundred (100') feet from and parallel to the front lot line of each of the lots enumerated in this paragraph 6 and the rear lot line of each of said lots is and shall be deemed to be "Tree Preservation Areas".

No standing, living deciduous or evergreen tree within the Tree Preservation Areas shall be removed or deliberately damaged or destroyed, nor shall any persons do any act or fail to do any act the result of which could reasonably be expected to cause damage to or destruction of any of said trees.

No building, outbuilding, addition, deck, patio, swimming or wading pool or other improvement or development of any kind, including the installation of underground utility or service lines, shall be permitted within the Tree Preservation Areas if that improvement would require the removal or destruction of any such trees, or if such improvement could reasonably cause injury to or destruction of or inhibit the continued natural growth of any such tree.

Nothing contained within this paragraph 6 shall be construed to limit or prohibit within the Tree Preservation Areas the removal of brush and scrub growth, the regular trimming, pruning and maintenance of the trees, the removal of diseased or dying trees or the trimming or removal of trees which could be considered a hazard.



IN WITNESS HEREOF, the undersigned has caused these presents to be executed on the 11th day of June, 1984.

In the Presence of:

Joyce E. Kuhn  
Joyce E. Kuhn  
Phyllis Ziegenfader  
Phyllis Ziegenfader

Cynthia C. York  
Cynthia C. York  
Diana M. Remen  
Diana M. Remen

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF OAKLAND)

On this 11th day of June, 1984 before me personally appeared Norman J. Cohen, who, being by me duly sworn did say that he is the President of Biltmore Homes Company, a Michigan Corporation, Partner of Biltmore Properties Company, a Michigan Co-Partnership, on behalf of the co-partnership.

My Commission expires: March 30, 1985

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF WAYNE )

On this 11th day of June, 1984 before me personally appeared Robert E. Field, Senior Vice President and Richard M. Schmidt, Account Officer, of the above named association, to me known to be the persons who executed the foregoing instrument and to me known to be such Senior Vice President and Account Officer of said association, and acknowledged that they executed the foregoing instrument as such officers as the free act and deed of said association, by its authority.

My Commission expires:  
Theresa M. Wierck  
Notary Public Macomb County, Mich.  
Acting in Wayne County, Mich.  
My Commission Expires Jan. 5, 1986

BILTMORE PROPERTIES COMPANY  
a Michigan Co-Partnership

By: BILTMORE HOMES COMPANY  
a Michigan Corporation, Partner

By: Norman J. Cohen  
Norman J. Cohen  
Its President

MANUFACTURERS NATIONAL BANK  
OF DETROIT  
a National Banking Association

By: Robert E. Field  
Robert E. Field  
Senior Vice President

By: Richard M. Schmidt  
Richard M. Schmidt  
Account Officer

Joyce E. Kuhn  
Joyce E. Kuhn, Notary Public  
Oakland County, Michigan

Theresa M. Wierck  
Notary Public  
Wayne County, Michigan

CONSENT TO RESTRICTIONS

The undersigned, Oak River Associates, a Michigan Co-Partnership, of 2900 West Maple Road, Troy, Michigan 48064, assignee of the above mentioned Declarant as to Subdivision No. 2, hereby acknowledges that its interest and title in Subdivision No. 2 is subject to the Restrictions and the provisions set forth hereinabove. The undersigned hereby further acknowledges that it will assume and comply with the obligations of the Declarant as set forth in paragraph 5 hereinabove.



Dated this 11th day of June, 1984.

In the Presence of:

Phyllis Ziegenfader  
Phyllis Ziegenfader  
Joyce E. Kuhn  
Joyce E. Kuhn

OAK RIVER ASSOCIATES  
a Michigan Co-Partnership

By: Bernard H. Stollman  
Bernard H. Stollman  
Its Partner

STATE OF MICHIGAN )  
                                  ) SS  
COUNTY OF OAKLAND)

On this 11th day of June, 1984 before me personally appeared Bernard H. Stollman, who, being by me duly sworn did say that he is a Partner of Oak River Associates, a Michigan Co-Partnership, on behalf of the co-partnership.

My Commission expires March 30, 1985

Joyce E. Kuhn  
Joyce E. Kuhn, Notary Public  
Oakland County, Michigan

Drafted by:  
Norman J. Cohen  
2900 West Maple Road  
Troy, Michigan 48064

After recording return to:  
Oak River Associates  
2900 West Maple Road  
Troy, Michigan 48064

OAK RIVER ASSOCIATES  
RECORDED  
64 JUN 27 11:44  
J. J. Cohen  
Troy, Michigan  
AUG 30 1984



of the Committee, as long as the granting of such waiver does not substantially change the character of the Tree Preservation Area.

7. The Restrictions and the provisions hereof shall be applicable to the present and future owners of lots in Subdivision No. 1, Subdivision No. 2 and Subdivision No. 3 and all lots in Subdivision No. 1, Subdivision No. 2 and Subdivision No. 3 shall be used, held, and/or sold expressly subject to the restrictions, covenants and agreements set forth in the Restrictions and as provided herein which shall be incorporated by reference in all deeds of conveyance and contracts for the sale of lots and shall run with the land and be binding upon all grantees and assigns and their respective heirs, personal representatives, successors and assigns.

8. Building grades and the location of driveways for each lot in Subdivision No. 3 are subject to the approval of the Architectural Control Committee and no construction shall commence on any lot in Subdivision No. 3 without the prior written approval of the driveway locations and building grades by the Architectural Control Committee.

9. All conditions, restrictions, covenants and agreements in the Restrictions which are not herein specifically amended shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on the 12 day of Nov., 1985.

In the Presence of:

Joyce E. Kuhn  
Joyce E. Kuhn  
Phyllis Ziegenfedor  
Phyllis Ziegenfedor

Theresa M. Wilson  
Theresa M. Wilson

Catherine A. Matyniak  
CATHERINE A. MATYNIAK

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF OAKLAND)

On this 12 day of Nov., 1985 before me personally appeared Norman J. Cohen, who, being by me duly sworn did say that he is the President of Biltmore Homes Company, a Michigan Corporation, Partner of Biltmore Properties Company, a Michigan Co-Partnership, on behalf of the co-partnership.

My Commission expires: April 17, 1989

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF OAKLAND)

On this 12<sup>th</sup> day of November, 1985 before me personally appeared [Signature]

BILTMORE PROPERTIES COMPANY  
a Michigan Co-Partnership

By: BILTMORE HOMES COMPANY  
a Michigan Corporation, Partner

By: Norman J. Cohen  
Norman J. Cohen  
Its President

COMERICA BANK - DETROIT  
a Michigan Banking Corporation  
401 S. Woodward  
Birmingham, Michigan 48011

By: Kim D. McNeil  
Kim D. McNeil  
Its Corporate Banking Officer

By: Michael F. Kastner  
Michael F. Kastner  
Its Vice President

Joyce E. Kuhn  
Joyce E. Kuhn, Notary Public  
Oakland County, Michigan

-8 16:17



(Please do not write in spaces below—for Department use)

704 535

## MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

Date Received	<b>FILED</b> Michigan Department of Commerce  MAR 10 1980  <i>William F. Kugler</i> DIRECTOR
FEB 28 1980	

(SEE INSTRUCTIONS ON REVERSE SIDE)

(Non-Profit Domestic Corporations)

**ARTICLES OF INCORPORATION**

These Articles of Incorporation are signed by the incorporators for the purpose of forming a non-profit corporation pursuant to the provisions of Act 327, Public Acts of 1931, as amended, and Act 284, Public Acts of 1972, as amended, as follows:

**ARTICLE I.**

The name of the corporation is Oak River Subdivision Association

**ARTICLE II.**

The purpose or purposes for which the corporation is organized are as follows:  
(See Part I of Instructions)

To provide for the improvement, maintenance and preservation of the Common Area, described as:

Oak River Park (Private Park) of Oak River Subdivision No. 1 according to the plat thereof as recorded in Liber 171, pages 5 through 8 of Plats, Oakland County Records, as well as such additional Common Area to be platted as a part of future Oak River Subdivisions to be located in the North 1/4 of Section 18, City of Troy, Oakland County, Michigan, hereafter to be conveyed to Association for the benefit of the members, as well as all subdivision entrance gates, storm water drainage and retention areas; and for this purpose to:

- a. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Restrictions, hereinafter called "Declaration", applicable to the property and recorded or to be recorded in the Office of Register of Deeds for Oakland County, Michigan and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;
- b. Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- c. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;



#### ARTICLE V.

The names and addresses of the incorporators are as follows:  
(At least 3 incorporators are required; See Part 3 of Instructions)

Names	Residence or Business Address
Max Stollman	2900 West Maple Road, Troy, Michigan 48084
Bernard H. Stollman	2900 West Maple Road, Troy, Michigan 48084
Gilbert L. Franklin	2900 West Maple Road, Troy, Michigan 48084

(Article II Continued)

d. Borrow money and with the assent of two-thirds (2/3rds) of the members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

e. Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members and approved by the Troy City Council. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3rds) of the members, agreeing to such dedication, sale or transfer;

f. Participate in mergers and consolidations with other non-profit corporations organized for the same purposes and/or annex additional residential property and Common Area;

g. Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Michigan by law may now or hereafter have or exercise.

#### ARTICLE VI.

The names and addresses of the first board of directors (or trustees) are as follows:  
(At least 3 directors or trustees are required; See Part 3 of Instructions)

Names	Residence or Business Address
Abraham Ran	2900 West Maple Road, Troy, Michigan 48084
Gilbert L. Franklin	2900 West Maple Road, Troy, Michigan 48084
Bernard H. Stollman	2900 West Maple Road, Troy, Michigan 48084
Phillip Stollman	2900 West Maple Road, Troy, Michigan 48084
Max Stollman	2900 West Maple Road, Troy, Michigan 48084
Irving Stollman	2900 West Maple Road, Troy, Michigan 48084
Phyllis Ziegenfelder	2900 West Maple Road, Troy, Michigan 48084
Lorraine Rice	2900 West Maple Road, Troy, Michigan 48084
Carol Nelden	2900 West Maple Road, Troy, Michigan 48084