

RESTATED DECLARATION OF RESTRICTIONS
FOR CRESECENT RIDGE SUBDIVISION NO. 2

WHEREAS, the undersigned, BILTMORE PROPERTIES CORPORATION, a Michigan Corporation, of 2900 W. Maple Road, Troy, Michigan 48084, 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:

Lots 225 through 397 inclusive, of CRESCENT RIDGE SUBDIVISION NO. 2,
 part of the East ½ of Section 5, T.2 N., R. 11 E., City of Troy, Oakland County, 194031
 Michigan according to the Plat thereof as recorded in Liver 194, Pages 31
 through 40, of Plats, Oakland County Records; and

20-05-281-000 Ent

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 and easements 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 previously recorded that certain Declaration of Covenants and Restrictions for Crescent Ridge Subdivision No. 2 dated May 15, 1987 and recorded in Liber 10123, Pages 693 through 697, Oakland County Records (the "Original Declarations"), which Original Declarations failed to provide for the possible future creation and administration of common area for the use and benefit of owners of lots in The Subdivision; 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 said common areas and facilities that may be constructed thereon, wetland, subdivision entrances and greenbelts, and to collect and disburse the assessments and charges herein provided for and to promote the recreation, health, safety and welfare of the residents; and

WHEREAS, Declarant may at some future time, plat one or more additional subdivisions of land in the East ½ of Section 5 of the City of Troy and subject the lots and any common area so platted, together with its wetlands, subdivision entrances, greenbelts and storm sewer retention areas, to the covenants, restrictions, easements, charges and liens set forth herein by amendments made to the 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. The following conditions, restrictions, covenants and agreements shall supersede, extinguish and replace the Original Restrictions, which Original Restrictions shall be of no further force or effect.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to the Crescent Ridge 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 either a part of The Subdivision or any future subdivision hereafter annexed, or the land contract purchaser of such lot, 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 or within any future subdivision(s) hereafter annexed (including the improvements thereto), now or hereafter owned by the Association, which are set aside for the common use and enjoyment of the Owners. No Common Area currently exists, however the Declarant anticipates the creation of Common Area in subdivision(s) which may in the future adjoin The Subdivision. Should such subdivision(s) be annexed, then the Owners shall share a common right for the use and enjoyment of the Common Area, if any, located therein. Declarant in no way warrants that Common Area will be created and is in no way obligated to provide Common Area for the use and enjoyment of the Owners. References herein to the Common Area shall only apply if Common Area exists.

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 Corporation, a Michigan Corporation, 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 225 through 397 inclusive, of Crescent Ridge Subdivision No. 2, to be known as the CRESCENT RIDGE SUBDIVISION ASSOCIATION. The Association shall be organized within thirty (30) days after the date the plat of Crescent Ridge Subdivision No. 2 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 as 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 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 following the later of the date that the plat of the subdivision containing the Common Area has been recorded or the date of the annexation thereof. 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 an Owner's voting rights and right to use the Common Area for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- c. The right of the Association to grant easements over, 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 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 such persons 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, by acceptance of a deed for his Lot, 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 and collection costs (including reasonable attorney's fees), if any, shall be charges upon and shall be a continuing lien upon such Lot. Each such assessment, together with the aforementioned interest thereon and costs of collection 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 the Owner's 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 and facilities thereon, wetlands, greenbelts 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 (\$24.00) per Lot.

a. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, unless a vote of the Members provides otherwise, the maximum annual assessment may be increased each yea by not more than five percent (5%) of the maximum assessment permitted hereunder for the previous year.

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 increase by more than five percent (5%) by a vote of two-thirds (2/3rds) 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, greenbelts, fixtures and personal property and the preservation of wetlands, provided that any such assessment shall have the assent of two-thirds

(2/3rds) of the votes of Members who are voting in person or by proxy at a meeting duly called for the purpose.

Section 5. Notice and Quorum for Actions Authorized Under Section 3 and 4.

Written notices 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 and no 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 percent (60%) 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 of Directors at the 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 construction of a residence thereon for sale to an Owner, shall exceed the sum of fifty (\$0.50) cents per Lot per month for each full month each Lot is owned or purchased by 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 set 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 Non-payment 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 personal obligation for payment of such assessments 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 Common Area.

In the event the Association shall at any time fail to maintain the Common Area, or any portion thereof, 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 Common Area and said notice shall include a demand that the 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 Common Area from becoming a public nuisance, may enter upon the Common Area and maintain the Common Area until the Association is able to do so. Said maintenance by the City shall not constitute a taking of the Common Area, or any portion thereof, or vest in the public any right to sue the same. If the City shall reasonably determine that the Association is ready and able to maintain the Common Area 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 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 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
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 garage for the sole use of the respective owner or occupant of the Lot upon which said garage is erected, conforming with the requirements of Section 2 of this Article VI, shall also be erected and maintained.

Section 2. Character and Size of Building, Garage.

a. No dwelling shall be permitted on any Lot unless the living area thereof contains not less than 1,400 square feet regardless of whether the dwelling is a one-story building, a two-story building, a tri-level building, a

quad-level building or any other kind of building. All computations of square footage to determine compliance herewith shall exclude garages, porches, or terraces. Garage doors shall not face the street on which the residence fronts.

b. A garage capable of housing at least two (2), but not more than three (3) automobiles shall be erected simultaneously with the construction of each house. All garages shall be attached to the principal dwelling or architecturally related thereto by a breezeway or other means. For yard and setback purposes, all garages shall be deemed to be an integral part of the dwelling. Garages shall be only for the private use of the occupant of the related dwelling. Carports are specifically prohibited.

Section 3. Minimum Yard Requirements.

No building shall be erected or maintained on any Lot which has a front yard setback of less than forty (40') feet from the front Lot line, nor shall any building be erected or maintained on any of such Lot which is nearer than ten (10') feet from the side Lot line on one side, nor shall the total of both side yards be less than thirty-five (35') feet in width, with regard to interior Lots. No side yard abutting a street shall be less than fifteen (15') feet when there is a common rear yard relationship in the block and a common side yard relationship with the block directly across the common separating street. In the case of a rear yard abutting a side yard or when a side yard is adjacent to a front yard across a common separating street, the side yard abutting a street shall not be less than forty (40') feet and shall be considered as a front yard. No Lot shall have a rear yard setback of less than forty-five (45') feet from the rear Lot line.

Approval of a variance by 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 the restriction.

Section 4. Building Height.

No building which is more than two and one-half (2 1/2) stories in height or which exceeds thirty (30') feet in height shall be erected or maintained on any Lot.

Section 5. Lot Coverage Limitations.

No dwelling house and accessory building erected or maintained on any Lot shall together cover a total of more than thirty (30%) percent of the area of such Lot.

Section 6. Minimum Lot Size.

In the event that one or more Lots or parts of Lots are developed for use as a site for a single residence, all restrictions set forth herein shall apply to such resulting site. In any event, no dwelling shall be erected, altered, placed on or permitted to remain on any Lot unless such Lot or site has a width at the front building setback line of at least one hundred (100') feet.

Section 7. 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 condition.

a. Any dog kept by a resident on his Lot 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 of 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 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 BB guns, firearms, air rifles or pellet guns within The Subdivision. 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 8. Wells.

No well shall be dug, installed or constructed on any Lot.

Section 9. Sight Distance at Intersections.

No fence, wall, hedge, shrub, planting or tree shall be permitted to remain on any corner Lot which obstructs sight lines at elevations between two (2') and six (6') feet above the roadway within the triangular area formed by lines along the curb of the intersecting streets at each corner of the street intersection and a line connecting them at points twenty-five (25') feet from the intersection of the streets, or in the case of rounded corners, from the intersection of the lines along the curb, as extended. Trees shall be permitted adjacent to such triangular corner areas only so long as their foliage is maintained at sufficient height so as to prevent obstruction of such site lines.

Section 10. 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, 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 the 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 11. 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 12. General Conditions in The Subdivision.

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 pickups 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. 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 manner so as to create no nuisance to the 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 13. 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 14. Lease Restrictions.

No owner shall lease and/or sublet less than the whole of any dwelling on any Lot.

Section 15. Exterior Surface 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 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 calculation the total area of visible exterior walls.

Section 16. Fences.

a. No fence, wall or solid hedge may be erected, grown or maintained in front of or along the front of the 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 and/or the rear line of any Lot, except that fence which is required by local ordinance to enclose swimming pools and the fence used for dog runs or pens which comply with the requirements of Article VI, Section 1 (a), of this Declaration, shall be permitted.

Section 17. 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 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 for which permits have been granted by the City of Troy 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 may be used as a model or for display purposes.

Section 18. Destruction of Building by Fire.

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 19. Landscaping.

Upon the completion of a residence on any of the Lots, the Owner thereof (and the word "Owner", as used in this sentence, is solely 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, 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.

ARTICLE VII
PRESERVATION OF WETLANDS

Section 1. Part of Lots 258, 261, 262, 263, 264, and 265 are either within wetland areas or adjoin wetlands. Specifically, the wetlands areas ("Wetlands") consist of the following:

- a. The North 40 feet of Lot 258.

- b. The area West of a line intersecting the South line of Lot 261 at a point 100 feet East of the West line of Lot 261 and intersecting the North line of Lot 261 at a point 160 feet East of the West line of Lot 261.
- c. The West 160 feet of Lot 262.
- d. The West 160 feet of Lot 263.
- e. The West 160 feet of Lot 264.
- f. The West 160 feet of South 50 feet of Lot 265.

Section 2. Except as may be approved by both the Michigan Department of Natural Resources and the City of Troy, the Wetlands shall not be filled, graded, improved, landscaped, altered or disturbed for any purpose in any manner whatsoever and no underground improvement or utilities shall be installed within the Wetlands, in order to protect and preserve the Wetlands.

Section 3. Nothing contained in this Article shall be construed to limit or prohibit within the Wetlands the removal of diseased or dying trees, the trimming or removal of trees which could or might reasonably be expected to cause injury to persons or property if left untended, or the cleaning and clearing of scrub vegetation.

ARTICLE VIII TREE PRESERVATION AREAS

The restrictions and limitations of the Article VIII shall apply only to Lots 238 through 250 inclusive, Lot 258, Lots 261 to 265 inclusive and Lots 329 through 335 inclusive.

Section 1. Areas Defined.

All of that portion of the Lot lying between a line one hundred (100') feet from and parallel to the front Lot line of each of the Lots enumerate above in this Article VIII and the rear Lot line of each of said Lots is and shall be deemed to be "Tree Preservation Areas".

Section 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.

Section 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 continues natural growth of any such tree.

Section 4. Maintenance.

Nothing contained in this Article VIII shall be construe to limit or prohibit within the Tree Preservation Areas the removal of brush and scrub growth, the regular trimming, pruning, and maintenance of the tress, 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 IX FLOOD PLAIN

Section 1. No filling, grading, alteration or occupation of the 100 Year Flood Plain limits for the River Rouge, as shown on the recorded lat, will be allowed without the approval of both the Michigan Department of Natural Resources and the City of Troy. The 100 Year Flood Plain limits for the River Rouge vary from elevation 799.60 (N.G.V. datum) at the upstream plat limit to elevation 798.9 at the downstream plat limit.

Section 2. All houses constructed on Lots 244-249 inclusive, Lot 258, Lots 261-272 inclusive, and on Lot 397 shall comply with the following requirements:

- a. All lower floors, excluding basements, shall be not lower than the elevation of the contour defining the 100 Year Flood Plain limits.
- b. The openings into the basement shall be at a grade elevation no lower than the elevation of the 100 Year Flood Plain limits.
- c. The sanitary sewer lead shall be equipped with a "backwater check valve" or equivalent on the connection to the subdivision sanitary sewer system.
- d. Prior to or during the construction of a dwelling, the homeowner or his builder shall retain the services of professional engineer trained in soils engineering and registered in the State of Michigan who shall conduct an investigation to determine what measures, if any, must be taken in order to provide protection against possible hydrostatic pressures which may be acting upon basement walls and floors during a period when the flood waters are at or above the 100 Year Flood elevation, as shown on the recorded plat. The recommendations of the professional engineer shall be implemented by the homeowner or his builder.

Section 3. The conditions of subsection 2.b. of the Article IX 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 subparagraph have been complied with.

Section 4. The conditions of subsections 2.c. and 2.d. of the Article IX shall be satisfied if, prior to the completion of the dwelling, a certificate is obtained from a professional engineer trained in soils engineering and registered in the State of Michigan stating that the requirements of said subparagraphs have been complied with.

Section 5. The restrictions and conditions imposed in this Article *X shall be observed in perpetuity and shall not be amended and are Hereby excluded from the time limitation set for the duration of the other restrictions contained in this Restated Declaration of Restrictions.

ARTICLE X RESTRICTIONS ON THE USE OF COMMON AREA

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, mopeds,

motor boats, automobiles, trucks and vans), are expressly prohibited from operation or storage in the Common Area.

Section 2. Structures.

No wall, building or structure may be constructed nor any development or improvement done without the prior written consent and approval of Declarant and of all governmental agencies having jurisdiction.

Section 3. Pollution.

No Owner shall throw trash, refuse, or rubbish of any kind in the Common Area.

Section 4. Dogs.

No Owner shall allow his dog to run loose in the Common Area.

Section 5. Use of the Common Area.

The Common Area shall be used only for passive recreation. Golfing and all active sports are prohibited. No Owner shall permit or suffer the use of the Common Area for any commercial purposes. All activities in the Common Area shall be carried on in such a manner as not to be disturbing or offensive to other Owners. No firearms, air rifles, pellet or BB guns, bow and arrows, sling shots or other weapons shall be used on or in 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 in the Common Area.

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, 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 as well as other matters relating thereto.

ARTICLE XI
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 (2) 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 (80%) percent of the lot Owners and

thereafter by an instrument signed by not less than seventy (70%) percent 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 East ½ of Section 5 of the City of Toy, hereafter developed and platted by Declarant or its assigns. The 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 such future added subdivisions shall be required to be members of the Crescent Ridge 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 such future subdivisions shall be for the use and benefit of all Owners of Lots in The Subdivision and such annexed subdivisions. Additional Lots and Common Area may be annexed by Declarant without the consent or approval of any Owner or of the Association or any of its Members. Annexation by action of the association shall require the consent of two-thirds (2/3rd) of its members. All annexed Lots and Common Area shall be controlled and administered by the Association.

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 and the Association shall be obligated to accept such assignment. 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 28th day of October, 1987.

In the presence of Joyce E. Kuhn

Patricia A. Behr

By: Norman J. Cohen, President of BILTMORE PROPERTIES CORP

Mary Valor

Renee Szymanowski

By: Daniel E. MacDougall, VP of MANUFACTURER NATIONAL
BANK OF DETROIT