

For Amendment of Restrictions See Liber 792 of Records page 621 Sept 2, 1960
Amend. to Building Restrictions in Liber 785 of Records Page 970 May 6, 1960

LIBER 67 PAGE 398

BUILDING RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that the undersigned, Matthew R. Kaplan, Trustee (herein called the Trustee), and Daniel L. Webb, and Charlotte M. Webb, his wife, do hereby create the following building restrictions and easements which shall constitute reciprocal easements running with the land and for the benefit of and a charge against each and every lot in the following described subdivision: RIVER DOWNS SUBDIVISION: a part of the SW 1/4 of Section 26, T4N, R1W, Meridian Township, Ingham County, Michigan.

1. Purpose. It is the purpose of the owners of the land referred to herein to establish a residence community possessing unusual features, and in order to assist in the perpetuation of those features, to ensure the use of the entire plat for attractive residential purposes, to prevent nuisances to prevent impairment of the attractiveness of the property, to maintain the desired tone of the community and thereby to assure to each property owner the full benefit and enjoyment of his home, certain standards are hereby specified and certain limitations prescribed as follows.

2. Conveyances. These standards, restrictions, easements, covenants, and conditions of sale shall apply to all of the lots referred to herein, constituting River Downs Subdivision, and shall be contained in and be a part of by reference thereto, all instruments conveying any of the lots of said subdivision. But said provisions shall be considered a part of all future deeds and contracts conveying any part of the above premises, whether incorporated therein or not.

3. Benefit. The provisions herein contained shall inure to the benefit of and be enforceable by the Trustee, or the owner of any land included in the subdivision, their respective legal representatives, heirs, successors or assigns; and failure to enforce any restriction, condition, covenant or agreement herein contained, shall in no event be deemed a waiver of the right to enforce the restriction, condition, covenant or agreement, or any other provision herein contained, at any time, prior or subsequently thereto.

4. Abatement. Violation of any of the restrictions, standards, or conditions or breach of any of the covenants or agreements herein contained shall give the Trustee, his successors and assigns, or any owner of any lot in said plat, the right to enter upon the property upon or as to which such violation or breach exists, and summarily to abate and remove, at the expense of the owners thereof, any erection, thing or condition that may be thereon, contrary to the intent and meaning of the provisions of this instrument, and all persons having an interest in said lot shall waive any trespass or right of action for damages by reason of said entry, abatement or removal. Provided, however, that said persons may enforce these restrictions, conditions, covenants, and standards by any other appropriate action at their option.

5. Use. Only one detached single-family residence with or without breezeway, and not to exceed a 3-car garage or both a 2-car garage and carport may be erected on each lot. Garages, breezeways, and carports may only be built if attached to the dwelling house, and shall have the same building line restrictions as the dwelling proper. The foregoing restriction shall not prevent the construction of a summerhouse or playhouse for children, to the rear of the dwelling, not more than ten feet in height.

6. Signs and dumping. No signs, billboard or advertising matter of any kind shall be placed or maintained upon said plat except signs and billboards not more than five square feet in size for advertising the sale or lease of houses and lots in the subdivision; nor shall any lot be used or maintained upon said plat as a dump for refuse material of any sort, nor shall filling material be brought in and used on any lot, except unmixed, fresh earth and stone.

7. Front of residence. Residences built upon lots 54 and 58, shall face North. Residences built upon lots 15, 16, 17, 20 and 21, shall face South. The residence on lot 18 shall face East and the residence on lot 19 shall face West. The residence on lot 22 shall face Southwest. All other residences shall face one of the roads of this subdivision which is adjacent to the lot on which it is built. All structures shall be erected, and all landscaping maintained, in such a manner as to avoid any appearance of a rear yard adjacent to Hatch Road or to any of the roads of the subdivision.

8. Construction. Prefabricated structures shall not be erected in this subdivision. No residence shall be more than two stories in height; but split-level residences whose greatest height is not more than two stories are permitted. All buildings shall be of new construction and no structure shall be moved from another location to any lot in this subdivision. Prior to completion of its construction, no structure shall be used for habitation, either temporarily or permanently. No garage or carport shall be used for human habitation. ~~Cement or cinder block, hollow tile and other similar types of structural building blocks shall not be used over sixteen (16") inches above the ground.~~

9. Area. No one-store residence shall be erected with less than 1200 square feet of liveable first floor area. No one-and-one-half story residence shall be erected with less than 850 square feet of liveable first floor area and 500 square feet of liveable second floor area. No two story residence shall be erected with less than 800 feet of liveable area on each floor. The term liveable floor area shall include only the area enclosed by, and including, the exterior walls of the dwelling, but shall not include ~~porches, terraces, or the like.~~

10. Front Building lines. Every part of any structure erected on any lot shall be at least forty (40) feet from the front street line; except on lots 9, 10, 18, 19, 29, 30, 54, and 53, where it shall be at least thirty (30) feet therefrom. Each dwelling shall be so placed that its front line is parallel with the street on which it faces, as nearly as practicable. Open porches, steps and terraces may encroach over the front building line for a distance not to exceed eight (8) feet.

11. Sidelines. No part of any structure erected on any lot shall be nearer than ten (10) feet to the side line of property owned by any other person. No part of any structure erected on any lot shall be nearer than forty (40) feet to a side street line.

12. Fences, hedges. ~~No fence or hedge more than three (3) feet high shall be erected or maintained between any building line and the street.~~ No wire fences shall be permitted.

13. Combination of lots. If more than one lot is used for a single residence, then the restrictions herein contained shall be applied to all of such lots considered as a whole, and not to the individual lots. The frontage restrictions contained in §7 above shall apply to a group of such lots, except that no residence shall face on Hatch Road, and all residences shall face on some adjacent road of the subdivision.

14. Removal of soil, etc. Should gravel be found on any lot, the same shall not be excavated or offered for sale, but it may be used for the purpose of constructing buildings to remain permanently on said lot. All soil or other material removed from any lot, shall at the option of the Trustee become his property, and when removed shall be dumped at such a place or places within the subdivision as the Trustee shall designate.

15. Easements. A six (6) foot easement is reserved on each side of the rear and side lot lines on every lot for the construction and perpetual maintenance of conduits, poles, wire, and mains for electricity, telephone, gas, water, sewage, drainage tile and any other utility with rights of ingress thereto and egress therefrom by employees and agents of utility companies and municipalities maintaining the same. It shall not be considered a violation of the premises if such utilities mentioned above shall pass upon or above some portion of any lots elsewhere than within the six (6) foot easement, but such poles shall be installed or moved in such a manner as to not interfere with the construction of buildings on any lot in this subdivision. Two or more adjacent lots may be consolidated for the purpose of building thereupon a single residence; in this case, the total area of the two or more adjacent lots so used shall be treated with regards to easements as a single lot, except that no originally established easements shall be voided by the grouping of two or more lots, if the easement is already in use.

16. Nuisances, generally. There shall not be maintained or permitted upon these premises any dangerous or vicious animals, poultry, horses, ~~nor any shop, store, factory, saloon, or business house of any kind, nor~~ nor any shop, store, factory, saloon, or business house of any kind, nor any hospital, rest home, convalescent home, asylum, morgue, church or institution of any kind, nor any noxious, dangerous or offensive thing, nor any trade or business whatsoever, But a physician, lawyer or engineer may use one room of his residence as an office.

17. Refsuse, refuse. No refuse pile or unsightly or objectionable object or feature shall be allowed or maintained upon said premises, except as a temporary measure in the act of cleaning or improving existing conditions. Receptacles for ashes, rubbish and garbage, unless inside a building, shall be underground. When receptacles are placed underground, they shall not encroach on areas reserved for easements nor be nearer the front lot line than sixty (60) feet.

18. Tanks. No tank for storage of fuel may be maintained on any lot ~~above the surface of the ground unless same is inside of a building. Such~~ tanks shall not be placed in areas reserved for easements.

19. Sewage. All sewage shall be disposed of through a septic tank and system approved by the proper public official, until such time as a sewer system shall be maintained, at which time the lot owner agrees to connect the premises with it, and thereafter to make use of the same to the exclusion of all other sewage disposal methods.

20. Certain structures. No temporary building, mobile or immobile trailer, tent, shack, or other structures of similar nature shall be erected, moved to, or maintained upon said premises, except a Sales Office to be used by the Trustee for the promotion and sales of property in said Subdivision.

21. Duration. All the restrictions herein set forth shall continue for a period of twenty-five (25) years from the date of this instrument, and shall automatically be continued thereafter for periods of ten (10) years each, unless at least one (1) year prior to the expiration of this first, or any subsequent ten (10) year period, the owners of 2/3 of the lots subject to the conditions of this Declaration, exclusive of streets and other public spaces, shall execute and acknowledge an agreement or agreements, in writing; (1) Releasing the land subject hereto, or any part of the area thereof, from any, or all, of the above restrictions, or (2) change any of the above restrictions, and file the same for recording in the office of the Register of Deeds for Ingham County, Michigan. The termination of any of the above restrictions in this manner provided shall in no wise alter restrictions not so terminated.

22. Changes. Any change, modification or addition to these restrictions, standard covenants, or conditions, shall be considered by the Trustee or River Downs Community Association, and if approved by either of them, they shall be submitted in writing to the owners of lots to which the change, modification or additions apply, and to the owners of the lots abutting those lots and if consented to in writing by all of said owners shall be recorded in the office of the Register of Deeds; and when so recorded shall become a part of and binding as the provisions of this instrument. This method of change is intended as an alternate to the method set forth in §21 and §30.

23. Provisions run with the land. All of these conditions, restrictions, covenants, standards, and easements shall run with the land and be a part of the consideration for the purchaser thereof, and shall bind every subsequent person having any interest in any land contained in the subdivision.

24. Partial invalidity. In the event that any provision of this instrument shall at any time be found to be unlawful or invalid, the remaining part or parts of this instrument shall nevertheless remain in full force and effect.

25. Grading. The Trustee reserves the right at any time or after grading any street or any part thereof, to enter upon any abutting lot and grade that portion of such lot adjacent to such street; but it shall not be obligated to do such grading or to maintain the grade.

26. Community Association. If the owners of two-thirds (2/3) of the lots of this plat shall join in the formation of a community association, then it shall be obligatory for every lot owner of said plat to become a member of said association, and to abide by all of the rules and decisions of said association. The ownership of all lots shall be confined to the Trustee or to members of a community association composed of lot owners, if such an association is formed, as above provided. No lot shall be transferred or sold to one who is not a member of such a community association, without first submitting and obtaining the consent of the Trustee or of the Board of Directors of such community association, to such conveyance, and the transfer of membership rights connected with the ownership of said lot. If said sale

and transfer is not approved by the Trustee or by said Board of Directors, then said owner shall notify the Trustee and the community association, in writing of such intention to sell, and the price at which he is willing to sell, and giving said Trustee or association, for at least ten (10) days, the opportunity to buy the same at the price so named. All sales or transfers without obtaining the consent of said Trustee or association, or giving an opportunity to purchase at the price at which said sale was made, shall be void, and confer no rights of ownership in the grantee. All notices as herein provided shall be in writing, directed to said Trustee and the association at the address shown in their respective assumed named registrations. Provided, however, that if neither the Trustee nor such an association shall be in existence (as evidenced by an assumed name registration) at the time of such sale or transfer, then the provisions of this paragraph shall be of no effect.

27. Community Charges. Grantees in all conveyances are to specifically assume an annual charge to be determined by the Trustee until a community association is formed, and thereafter by the community association, for the general maintenance of all the property included in said plat, cutting grass and weeds therefrom, caring for all parks and parkways and private drives, and doing any other thing necessary or desirable to keep the property in good order.

28. Subdivision. No lot may be voluntarily or involuntarily subdivided or reduced in size.

29. Crops. No crops shall be grown, except orchard trees, and small fruits, and home gardens of reasonable size.

30. Changes. Notwithstanding any other provisions of this instrument, the Trustee reserves the right to change or cancel any or all of these restrictions if in his judgment the development or lack of development of adjacent property makes that course necessary or advisable; this provision shall inure to the benefit of his successor trustees, but not to his assigns.

31. Existing Use. The use of premises or of a building existing at the time of the recording of these restrictions may be continued, although such use does not conform to the provisions hereof, but whenever a non-conforming use of a building or lot shall have been discontinued or changed to a conforming use it shall not thereafter be changed to nonconforming use.

Witnesseth:

J. L. Strong
Jack L. Strong
Charles R. MacLean
Charles R. MacLean

Matthew R. Kaplan
Matthew R. Kaplan, Trustee
Daniel I. Webb
Daniel I. Webb
Charlotte M. Webb
Charlotte M. Webb

STATE OF MICHIGAN)
COUNTY OF INGHAM)

On this 3rd day of July, 1956, before me a notary public in and for said county personally appeared Daniel I. Webb, Charlotte, M. Webb and Matthew

RECORDED

LIBER 785 PG 970

MAY 6 12 04 PM '60 AMENDMENT TO BUILDING RESTRICTIONS

Mia Bell Humphrey
REGISTER OF DEEDS
INGHAM COUNTY, MICH.

The Building Restrictions heretofore recorded with respect to RIVER DOWNS SUBDIVISION, a part of the SW1/4 of Section 28, T4N, R1W, Meridian Township, Ingham County, Michigan, are hereby amended as follows:

Change paragraph 28 thereof to read as follows:

28. Subdivision. No lot may be voluntarily or involuntarily subdivided or reduced in size except lots numbered 52, 53, 54 and 55.

This amendment is made by the Trustee in accordance with paragraph 30 of said Building Restrictions, for the reason that, in his judgment, development and lack of development of adjacent property makes such a change advisable.

Witnesseth:

James H. Starnes
JAMES H. STARNES
Margaret M. Aretha
MARGARET M. ARETHA

Matthew R. Kaplan, Trustee
Matthew R. Kaplan, Trustee

STATE OF MICHIGAN)
COUNTY OF WAYNE) SS

On this 4th day of May, 1960, before me a notary public in and for said county personally appeared Matthew R. Kaplan, Trustee, to me known to be the same person described in and who executed the foregoing instrument as his own free act and deed.

Margaret M. Aretha
MARGARET M. ARETHA Notary Public
Wayne County, Michigan
My comm. expires: Sept 24, 1961

RECORDED

AMENDMENT OF RESTRICTIONS
RIVER DOWNS SUBDIVISION

SEP 2 10 49 AM '60

Mia Bell Humphrey
REGISTRAR OF DEEDS
INGHAM COUNTY, MICHIGAN

NOW COMES Matthew R. Kaplan, Trustee, and, pursuant to paragraph 30 of the building restrictions heretofore filed, governing River Downs Subdivision, a part of the southwest quarter of Section 26, T4N, R1W, Meridian Township, Ingham County, Michigan, hereby changes paragraphs 8 and 9 of said restrictions as follows:

1. Change paragraph 8 by adding the following language thereto:
"Provided, however, that in case of tri-level construction, cement or cinder block or similar types of structural building, blocks may be used in the rear wall to a height of five (5) feet above the ground."
2. Change paragraph 9 by adding the following language thereto:
"Provided, further, that in case of tri-level construction the previous area restrictions shall not apply if the livable floor area on all floors totals 1600 square feet."

Otherwise, said restrictions shall remain in full force and effect as previously amended.

Witnesseth:

Margaret M. Aretha
MARGARET M. ARETHA

Matthew R. Kaplan, Trustee
Matthew R. Kaplan, Trustee

Judith D. Hargis
JUDITH D. HARGIS

STATE OF MICHIGAN) ss
COUNTY OF INGHAM)

On this 3rd day of August, 1960, there appeared before me the aforesaid Matthew R. Kaplan, Trustee, who subscribed the foregoing document and made oath that he did so as his own free act and deed.

Margaret M. Aretha
MARGARET M. ARETHA
Notary Public, Ingham County, Michigan
My commission expires Sept 24, 1961

AMENDMENT TO BUILDING
RESTRICTIONS

The building restrictions heretofore recorded with respect to River Downs Subdivision, a part of the SW 1/4 of Section 26, T4N, R1W, Meridian Township, Ingham County, Michigan, are hereby amended as follows:

Change paragraph 28 thereof to read as follows:

28. No lot may be voluntarily or involuntarily subdivided or reduced in size except lots numbered 52, 53, 54, 55 and 24.

This amendment is made by the Trustee in accordance with paragraph 30 of said building restrictions, for the reason that, in his judgment, development and lack of development of adjacent property makes such a change advisable.

Matthew R. Kaplan, Trustee
Matthew R. Kaplan, Trustee

Witnesses:

Carol F. Mathews
Carol F. Mathews
Kathleen Bashore
Kathleen Bashore

RECORDED

JUL 7 9 49 AM '66

REGISTER OF DEEDS
Mia Bill Humphrey
INGHAM COUNTY, MICH.

STATE OF MICHIGAN)
) SS.
COUNTY OF INGHAM)

On this 30th day of June, 1966, before me, a notary public, in and for said County personally appeared Matthew R. Kaplan, to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be his free act and deed.

Carol F. Mathews
Notary Public, Ingham County, Mich.

- CAROL F. MATHEWS

My commission expires: Notary Public, Ingham County, Mich.
My Commission Expires July 15, 1968

Prepared by:
Thomas H. Skehan
Attorney At Law
800 Baugh Building
Lansing, Michigan

RECORDED

AMENDMENT TO BUILDING RESTRICTIONS

MAR 14 4 23 PM '73

The Building Restrictions heretofore recorded with REGISTER OF DEEDS to RIVER DOWNS SUBDIVISION, a part of the SW 1/4 of Section 26, T4N, R1W, Meridian Township, Ingham County, Michigan are hereby amended as follows:

Change paragraph 9 thereof to read as follows:

9. AREA. No one story residence shall be erected with less than 1200 square feet of livable first floor area. No one and one-half story residence shall be erected with less than 850 square feet of livable first floor area and 500 square feet of livable second floor area. No two story residence shall be erected with less than 800 square feet of livable area on each floor, except that residences may be erected on Lots No. 9, 10, 15, 16, 32, 33, 45, 47 and 49 which have approximately 940 square feet on the first floor and 728 square feet on the second floor, in accordance with plans heretofore submitted to the Trustee. The term livable floor area shall include only the area enclosed by, and including, the exterior walls of dwelling, but shall not include in any case any space or area in garages, basements, breezeways, carports, porches, terraces, or the like.

Otherwise, said restrictions shall remain as previously recorded and amended.

This amendment is made by the Trustee in accordance with paragraph 30 of said Building Restrictions, for the reason that, in his judgment, development and lack of development of adjacent property makes such a change advisable.

WITNESSETH:

Richard G. Jacobson
Richard G. Jacobson
James W. Beers
James W. Beers

Matthew R. Kaplan
Matthew R. Kaplan, Trustee

STATE OF ARIZONA :
: ss
COUNTY OF PIMA :

On this 15th day of January, 1973, before me a Notary Public in and for said county personally appeared Matthew R. Kaplan, Trustee, to me known to be the same person described in and who executed the foregoing instrument as his own free act and deed.

Drafted by;
Charles R. MacLean, Atty.
1504 Michigan National Tower
Lansing, Michigan 48933

Richard G. Jacobson
Richard G. Jacobson
Notary Public, Pima County, Arizona
My Commission expires: _____
My Commission Expires May 20, 1972