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Approved for record this 12th day of
 May A.D. 1967 at 4:50 o'clock
 P. M. Louise Temple, Deputy

DECLARATION OF RESTRICTIONS

WHEREAS, PINNACLE HILL, INC., a Michigan Corporation, of Standish, Michigan, hereinafter called the SELLERS, is the owner of the following described property situated in the Township of Deep River, Arenac County, Michigan, to-wit:

Rifle River Valley Estates #3, a Subdivision
 of part of the North Half (N $\frac{1}{2}$) of Section 3,
 Town 19 North, Range 4 East.

AND WHEREAS, Sellers are desirous of subjecting the above property to certain building and use restrictions for the purpose of limiting the use thereof to desirable residential and commercial purposes;

NOW THEREFORE, in consideration of the foregoing, Sellers do hereby establish and declare that all of the described property is subject to the following building and use restrictions:

1. BUILDING SITE is defined as any one or more contiguous plat-
 ted lots in this subdivision. A part of a numbered lot shall
 not be a "building site."
2. No building shall be erected on any lot in the described
 subdivision EXCEPT one (1) single family private dwelling house
 to be occupied by one family for residential purposes only. No
 lot or building in the subdivision shall be used for commercial
 purposes and no business shall be conducted on any lot any time,
 nor shall any lot be dedicated for use by the general public,
 for profit or otherwise. Subdivider reserves the right, however,
 to designate one or more lots for commercial lots at a later date.
3. Prior to the commencement of construction of any building
 or addition to any mobile home, exterior and floor plans of such
 proposed building shall be submitted in triplicate to the subdivi-
 der, or any agent designated for that purpose, for written
 approval. Such plans shall describe exterior material to be
 used and shall show a grade elevation and the location of the
 building. Accessory buildings may be approved or allowed by the
 subdivider at its discretion. Any buildings erected on said
 premises shall be completed on the outside within one (1) year
 from the date of starting construction.
4. All buildings shall have a minimum size of 720 sq. ft. if
 of one story construction and minimum size of 1000 sq. ft. if
 of two story construction. Exterior materials shall be limited
 to brick, painted and plastered masonry, aluminum, painted wood,
 stained logs, or approved painted wood composition material in
 board form. Roofs must be of approved material and rolled
 roofing will not be acceptable.
5. Garages must meet the same construction requirements as
 dwellings and may not be used for dwelling purposes. Plans must
 be submitted for written approval of subdivider prior to
 commencement of construction.
6. Camping or tenting on any lot may be permitted only with
 the written approval of the Subdivider during construction of a
 building.

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7. Side, front and rear set-back lines for buildings and mobile homes will be designated and set by the subdivider at the time of approval of building plans and may vary from lot to lot at the discretion of the subdivider. Only ornamental fences of not more than 4 feet in height may be erected, and only on side lines, and they shall not extend forward of front set-back line.

8. Mobile homes will be allowed. Before any mobile home is moved on to any lot it must be inspected and approved, in writing, by the subdivider or his designated agent. The proposed location of the mobile home on the lot shall also be approved, in writing. (In general, only mobile homes which are not more than three (3) years old and contain a minimum of 400 sq. ft. will be approved. This general criteria will not be binding upon the subdivider, however, and mobile homes may be approved or disapproved, whether above or below this general standard, at the sole discretion of the subdivider.)

9. No occupancy of any dwelling, and no parking of any mobile home, will be approved or allowed until proper water and septic tank installations are complete. The subdivider will follow and abide by the terms of THE SANITARY CODE OF ARENAC COUNTY (copies of which are available from the Arenac County Health Department. Outhouse or outdoor toilets are expressly prohibited.

10. No signs "FOR SALE" or otherwise shall be placed on any lot at any time without the approval of the subdivider, in writing, except that Seller shall have the right to erect, maintain, and place signs advertising the sale of lots in Rifle River Valley Estates.

11. No animals, poultry or other livestock shall be kept or raised on any lot in the subdivision at anytime, EXCEPT that a cat or dog or other domestic pet may be kept, PROVIDED THAT it is properly restrained at all times.

12. All lots shall be kept clean of debris, refuse, and scrap or junk, and in a presentable condition at all times. The subdivider shall have the right to enter upon any lot any time to clean the same and costs of cleaning may be charged to the owner. No owner or other person shall permit garbage to accumulate except in covered containers of rodent proof, fly proof and water tight construction. Garbage shall be disposed in a manner which creates neither a nuisance or a menace to health. The depositing of garbage on the ground or into the river or other body of water is expressly prohibited. All garbage shall be removed twice a week during the months of June, July, and August, and once a week during the remainder of the year. Disposal must be made at the regular established Township Dumps in accordance with the regulations at the Dumping Grounds.

13. Whereever the term "SUBDIVIDER" is used herein it shall mean PINNACLE HILL, INC., of Standish, Michigan, or its successor or assigns. At such time as ninety (90%) percent of the lots in this subdivision are sold, a non-profit association of lot owners may be formed and, after proper formation and organization, the functions of the "Subdivider" herein contained will pass to such Association.

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14. Easements are reserved over and across said lots for public utility installations necessary to provide services and conveniences to the owners and occupants of said lands. So far as practical, unless indicated on the recorded plat of said subdivision, said easements shall embrace not more than 6 feet of the front or rear of each lot and not more than 5 feet adjoining the side lot lines. Only division fences may be constructed on the lands reserved as easements, subject to the possibility of their removal or disturbance, if necessary, in the construction, repair or replacement of the utility facilities.

15. If any person shall violate or attempt to violate any of the covenants or restrictions hereincontained, it shall be lawful for any other person or persons owning any lot or site in said subdivision to prosecute any proceedings at law against such person or persons either to prevent them from doing so or to recover damages or other dues for such violation.

16. Each lot in said subdivision conveyed by the subdivider to any purchaser shall be subject to an annual maintenance charge at the rate of Ten Dollars (\$10.00) per lot, which charge shall commence on the first day of January, 1970. Persons owning more than one lot shall be subject to a maintenance charge equal to one lot. The subdivider shall determine the amount necessary to fulfill the purpose of the fund, but in no event shall such charge exceed \$10.00 per lot unless the owners of seventy-five (75%) of the lots in said subdivision shall approve and consent to such an assessment in excess of \$10.00 per lot. Upon such approval being given, the additional assessment shall be binding on all of the lot owners in the subdivision. The maintenance fund shall be used by the subdivider for such of the following purpose as subdivider shall determine to be necessary or desirable: Improving and maintaining roadways; planting trees and shrubbery in outlots or park areas and maintaining the same; caring for vacant property, including the removal of grass or weeds; expenses incident to the examination of plans and specifications; enforcement of these restrictions; and any other purpose which the subdivider deems in the best interest of maintaining the properties in said subdivision. The maintenance fund charge referred to herein shall be a lien and encumbrance on the land with respect to which said charges are made and acceptance of title to any lot in said subdivision shall constitute the grantee's covenant and agreement to pay all maintenance charges provided for herein which are due and unpaid at the time title is transferred. Subdivider shall provide a statement when requested as to the status of the maintenance charge as to any lot in the subdivision.

17. Lots D and E Of Rifle River Valley Estates have been reserved for the general recreational use of all owners in this subdivision and for the owners of lots in future subdivisions to be platted in Sections 3 and 4 of Deep River Township.

18. The restrictions setforth herein are not deemed to be exclusive of other restrictions which may now be of record or may be hereafter recorded and the Purchasers agree to be bound by such other or additional restrictions, including any requirements thereincontained relating to dues and assessments by any lot owners association to be formed.

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These restrictions shall run with the title to the lands in this subdivision. Invalidation of anyone or more of these restrictions by any Court shall in no way affect any other restrictions, and such restrictions shall remain in full force and effect.

Dated this 24th day of January, A.D., 1969.

Kenneth E. Ralph, Sect.
Kenneth E. Ralph, Sect.
PINNACLE HILL, INC.