

STONERIDGE SUBDIVISION NO. 2

**PART OF THE NORTH 1/2 OF SECTION 12, T.2N.,
R.11E., CITY OF TROY, OAKLAND COUNTY, MICHIGAN**

LEGAL DESCRIPTION: PART OF LOTS 14 THRU 19 INCLUSIVE OF "SUPERVISOR'S PLAT OF MAGNA SUBDIVISION" (L. 56, P. 18, O.C.R) AND PART OF THE NORTH 1/2 OF SECTION 12, T.2N, R.11E., CITY OF TROY, OAKLAND COUNTY, MICHIGAN, BEING COMPLETELY DESCRIBED AS, BEGINNING AT THE WEST 1/4 CORNER OF SEC. 12, T.2N., R.11E.; THENCE, ALONG THE WEST LINE OF SECTION 12, N 00*@07'53" E 341.63FT.; THENCE N 89*@25'33" E 344.02FT.; THENCE N 00*@07'53" E 226.05 FT.; THENCE N 89*@56'53" E 6.00FT.; THENCE N 00*@07'53" E 316.60 FT.; THENCE S 89*@56'48" W100.00FT.; THENCE N 00*@07'53" E 100.00 FT.; THENCE S 89*@56'48" W 250.00FT THENCE, ALONG THE WEST LINE OF SEC. 12. N 00*@07'53" E 606.30FT.; THENCE, ALONG THE SOUTH LINE OF SAID LOT 19, N 89*@50'16" E 390.63 FT.; THENCE N 00*@26'14" E 100.00FT.; THENCE, ALONG THE NORTH LINE OF LOT 19, S 89*@50'.17" W 31.17 FT.; THENCE N 00*@07'.53" E 130.00FT.; THENCE S 89*@50'17" W 30.00FT.; THENCE N00*@07'53' E 370.00FT.; THENCE, ALONG THE NORTH LINE OF SAID LOT 14, N 89*@50'20" E 975.83 FT.; THENCE ALONG THE BOUNDARY OF "STONERIDGE SUBDIVISION" (L. 134,P.33-38 INCLUDE., O.C.R.), S 00*@26'14" W 379.58 FT. AND S89*@33'46" E 371.50 FT. AND N 45*@47'19" E 597.41 FT AND SOUTHEASTERLY 94.98 FT. ALONG A CURVE CONCAVE TO THE NORTHEAST (RADIUS OF 305.00FT., CENTRAL ANGLE OF 17*@50'32", LONG CHORD BEARS S 354*@43'49" E 94.60 FT.) AND S 44*@39'05" E 266.75 FT. AND S 45*@20'55" W 120.00 FT. AND S 44*@39'05" E1120.00FT. AND N 45*@20'55" E 120.00 FT. AND S 44*@39'05" E 375.00 FT. AND S. 45*@20'55" W 120.00FT. AND S 44*@27'49" E 420.00 FT. AND S 07*@27'36" E 104.62FT. AND S 01*@16'35" E 284.73 FT.; THENCE ALONG THE EAST AND WEST 1/4 LINE OF SEC. 12, SAID LINE BEING ALSO THE NORTH LINE OF "WINDMILL POINTE NORTH SUB." (L. 130, P. 37-39 INCL., O.C.R.) AND ITS EXTENSION, S 87*@45'29" W 1076.91 FT.; THENCE, ALONG THE EAST AND WEST 1/4 LINE OF SEC. 12, S 88*@21'49" W911.25 FT. AND S87*@48'53" W 352.08 FT. AND S 87*@53'49" W 1291.87 FT. TO THE POINT OF BEGINNING.

(5,762,219 SQ. FT. -----132.282 AC.)

EXHIBIT A

*@= DEGREE MARK

STONERIDGE WOODS HOMEOWNERS ASSOCIATION
(STONERIDGE II SUBDIVISION)
DEED RESTRICTION POLICY

1. The Stoneridge Woods Board of Directors, operating on behalf of the Stoneridge Woods Homeowners Association, recognizes and supports the subdivision deed restrictions as published and encourages all homeowners to abide by them.
2. The Stoneridge Woods Board of Directors also recognizes that the Homeowners Association does not have the manpower nor the financial resources to police all subdivision deed restrictions violations as they occur or have occurred or to pursue fair and equitable litigation against all deed violators.
3. The Stoneridge Woods Board of Directors operating on behalf of the Stoneridge Woods Homeowners and in accordance with the By-Laws of the association will however:
 - (A) Regularly publish and inform Stoneridge Woods Homeowners, of what deed restrictions are in effect.
 - (B) Accept deed violation complaints, in writing and signed by a homeowner complainant, against alleged deed violators.
 - (C) Notify the alleged deed violator of the written complaint being made.
 - (D) Attempt, in conjunction with Subdivision By-Laws, to arrange a meeting between the complainant, the alleged deed violator and the Board of Directors for the sole purpose of discussion and possible resolution of the complaint.
 - (E) Inform homeowners complainants of their right to individually pursue legal actions against alleged violators if a suitable resolution of the matter has not been arrived at.
4. The Stoneridge Woods Board of Directors reserves the right to pursue any deed restriction violation, through legal channels or otherwise if, in the opinion of the Board of Directors, non-pursuance would jeopardize homeowner open space agreements, Association By-Laws or the general well being of the subdivision.
5. The Stoneridge Woods Board of Directors recognizes that the ultimate homeowner restrictions reside in the City of Troy Building Codes and these codes **will be enforced** by the Board of Directors through appropriate City of Troy Agencies.

BURTON
ABSTRACT & TITLE CO.

BUILDING RESTRICTIONS

STONERIDGE SUBDIVISION #2 -----Liber 139 Page 10 thru 15 of Plats, Oakland County Records

BUILDING AND USE RESTRICTIONS-----Deed Liber 6161 Page 676-678, Register #079611, Oakland County Records

DECLARATION OF RESTRICTIONS

"STONE RIDGE SUBDIVISION #2"

This Declaration made this 22nd day of May 1973, by Stoneridge Development Corporation, A Michigan corporation, of 177 West Big Beaver Road, Troy, Michigan 48084 and Detroit and Northern Savings and Loan Association, a Michigan corporation of 1133 Griswold, Detroit, Michigan 48226.

WHEREAS, the undersigned are the proprietors of Lots 333 thru 742, both inclusive, of Stoneridge Subdivision #2, as shown on the subdivision plat of Stoneridge Subdivision #2, a subdivided as shown on the subdivision plat of Stoneridge Subdivision #2, a part of the N 1/2 of Section 12, T2N, R11E, City of Troy, Oakland County, Michigan, as recorded in Liber 137 Pages 10 thru 15, Oakland County Records, on September 5, 1973

NOW THEREFORE, the undersigned declare that the aforesaid land its held and shall be conveyed by it, subject to the following building and use restrictions, which shall run with the land and bind forever the land and the owners thereof, their successors and assigns.

All buildings used or capable of being used for residential purposes and occupancy within or affected by the Flood plain (elevation 657.00 U.S.G.S datum) within Stoneridge Subdivision #2 is established by the Water Resources Commission of the Department of Natural Resources of the State of Michigan, shall

- (a) Have lower floors, excluding basement, a minimum of 1 foot higher than the elevation of the contour defining the flood plain limits.
- (b) Have openings into the basement not lower than the elevation of the contour defining the flood plain limits.
- (c) Have basements walls and floors, below the elevation of the contour defining the flood plain limits, watertight and reinforced to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the flood plain limits.
- (d) Be equipped with a positive means of preventing sewer backup from sewer lines and drains which serve the building.
- (e) Be properly anchored to prevent flotation.

(SEE PAGE 1)

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Records

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RESTRICTIONS RE: Stoneridge Subdivision No. 2, lots 33 through 742, both inclusive, and Highbury Park and Cliffside Park, part of the North 1/2 of Section 12 T.2N., R11E., City of Troy, Oakland County, Michigan, a plat recorded Liber 139, Pages 10-15, both inclusive, Oakland County Records.

DATED: December 11, 1973

1. These restrictions are covenants which shall run with the land and shall be binding on all parties hereto and all parties claiming under or through them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless it is on that date or at the end of any such period agreed by a vote of the then owners of a majority of the lots included in the above described land, to change such restrictions in whole or part or to cancel them.
2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two (2) cars.
3. No dwelling shall be permitted on any lot having an area of less than 1,000 square feet, exclusive of open porches and garages, for a one-story structure; 800 square feet on the first floor for a 1-1/2 story, and 700 square feet on the first floor for a two-story structure/
4. Except as otherwise may be permitted by the appropriate officials of the City of Troy. No building shall be located on any lot nearer than twenty-five (25) feet to the front line or nearer than fifteen (15) feet to any side street lot line except where lots at corners back into lots facing a side street; in such events the side street side yard shall be not less than twenty-five (25) feet and all dwellings shall be erected so as to provide no less than fifteen (15) feet between dwellings. Garage location on corner lots to conform to dwelling setback.
5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and no buildings are to be constructed within the easements.
6. No structure of a temporary character, trailer, tent, shack, barn or other out buildings shall be placed on any lot at any time either temporarily or permanently, except a structure to be used by builders for storage of materials during constructed period.
7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereupon which may be or may become an annoyance or nuisance to the neighborhood.
8. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot. One sign of not more than five (5) square feet for advertising the property for sale or rent; except that signs of any size may be used by a builder to advertise the property during the construction period.
9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that of dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
10. No lot shall be used or maintained as a dumping round for rubbish/ trash , garbage , or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. The use of any incinerator shall be a type which will not cause offensive odors when burning.

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ABSTRACT & TITLE CO.

BUILDING RESTRICTIONS

STONERIDGE SUBDIVISION #2 -----Liber 139 Page 10 thru 15 of Plats, Oakland County Records

BUILDING AND USE RESTRICTIONS-----Deed Liber 6161 Page 676-678, Register #079611, Oakland County Records

11. No fence, wall, shrubbery, sign, or other obstruction to vision above a height of thirty (30) inches from the established street grade, shall be permitted within the triangular area formed at the intersection of any street right-of-way lines at a straight line drawn between said right-of-way lines at a distance along each line of twenty-five (25) feet from their point of intersection. The same sight-line limitation shall apply on any lot within ten (20) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight-lines.

12. No fence or wall shall be constructed so as to extend beyond the front or side building setback line, except ornamental fences which shall not exceed twenty-four (24) inches in height, nor shall fences be constructed more than forty-eight (48) inches in height on any other lot line, except fences constructed on the boundary lines of any public owned properties.

13. No business, trade, profession or commercial activity of calling for home occupation, of any kind, shall be conducted in any building or on any portion of the property, except a builder's sales office may be used and maintained until all of the lots in the subdivision have homes constructed thereon and shall be occupied as a place of residence.

14. If the parties hereto, or any of them, or their heirs or assigns,, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said development to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenants and either to prevent him or them doing so or to recover damages or other dues for such violations.

15. All public utilities such as water mains, sanitary sewer, storm sewers, gas mains, electrical and telephone local Subdivision distribution lines, and all connections to same, either private or otherwise shall be installed underground, provided, however, that above ground transformers, pedestals and other above ground electric and telephone utility equipment associated with or necessary for underground utility installations and distribution systems and surface and off-site drainage channels and facilities, as well as street lighting stanchions, shall be permitted. The said Lots 333 thru 742; both inclusive, and Highbury Park and Cliffside Park, above described are, in addition, subject to the terms of a Restriction Agreement recorded in liber 6205, pages 795-798, both inc., Oakland County Records, between the undersigned and the Detroit Edison Company and the Michigan Bell Telephone Company, relating to the installation and maintenance of underground electric and communication services and facilities, and which instruments are, by this reference, incorporated herein.

16. No inoperative vehicles or commercial vehicles, house trailers or mobile trailers, boats and boat trailers shall be permitted to be parked or stored on any lot in said subdivision unless such vehicles are parked or stored in a garage on said lot which conforms to the requirements pertaining to the construction of garage as set above.

17. These restrictions shall in no manner whatsoever apply to nor be imposed upon outlot I of said Stoneridge Subdivision Number. 2.

18. Common Areas

(A) DEFINITIONS

1. "Developer" shall mean and include Stoneridge Development Corporation or its assigns.

2. "Association" shall mean and refer to the-----.

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BUILDING AND USE RESTRICTIONS-----Deed Liber 6161 Page 676-678, Register #079611, Oakland County Records

3. "Properties" shall mean and include Lots 333 through 742 both inclusive, of Stoneridge Subdivision described above.

4. "Common Areas" shall mean and refer to those areas of land denoted as Highbury Park and Cliffside Park on the recorded plat of the properties and intended to be owned by the Association and to be devoted to the common use and enjoyment of the owners of the property and any improvements thereon.

5. "Owners" shall mean and refer to the recorded owner whether one or more persons or entity of the fee simple title to any lots, including land contract vendors, but not including any mortgagee unless and until such mortgagee shall have acquired fee simple title pursuant to foreclosure or any proceedings of conveyance in lieu of foreclosure. When more than one person or entity has an interest in the fee simple title of any lot, the interest of all such persons collectively shall be that of a single owner.

6. "Member" shall mean and refer to all house owners who are members of the Association as hereinafter set forth.

(B) MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. Membership: Every person or entity who is the owner of a lot shall be a member of the Association and membership shall become effective when the transfer becomes of record. Membership in the Association is and shall be appurtenant to and may not be separated from ownership of any lot.

2. Voting Rights The Association shall have two (2) classes of members: Class A members and Class B members.

(a) Class B members shall be only the Developer or its agents and the Developer or its agents shall be entitled to one (1) vote as a Class B member for each lot within the properties of which it is an owner. Upon the transfer by the Developer of any lot to a new owner, the Class B membership of the Developer with respect to such lot shall be terminated. Each Class B member shall be entitled to one (1) vote for each lot within the properties of which it is an owner.

(b) Each owner-occupant shall be a Class A member. Class A members shall have no voting rights until the event described in the next succeeding paragraph shall occur.

(c) At such time as the number of Class A members is forty percent (40%) or more of the number of votes of original Class B members, all Class A and all Class B members then outstanding, and all subsequent members of the Association, shall be and be deemed to be Class A members and entitled to one (1) vote per lot.

(C) PROPERTY RIGHTS IN THE COMMON AREA.

1. Members Easements of Enjoyment. Subject to the provisions of Section 3 hereof, following, every member shall have right and easement of enjoyment in and to the Common Areas, and such easement shall be appurtenant to and shall pass with the title to every lot.

2. Title To The Common Area The Developer may retain legal title to the common area until such time as it has completed the improvement of the existing properties and until such time as, in the option of the developer, the Association is able to maintain the same, but notwithstanding any provision herein contained, the Developer hereby covenants that it shall convey the common area to the Association, free and clear of all liens and encumbrances, except easements and rights-of-way of record, not later than the time of the conveyance of the first lot within the subdivision

BURTON
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BUILDING RESTRICTIONS

STONERIDGE SUBDIVISION #2 -----Liber 139 Page 10 thru 15 of Plats, Oakland County Records

BUILDING AND USE RESTRICTIONS-----Deed Liber 6161 Page 676-678, Register #079611, Oakland County

3. Extent of Members' Easements. The rights and easements of enjoyment of the members created herein are, and shall be, subject to the following:

(a). The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common areas; and

(b). The right of the Association to suspend the voting and enjoyment rights of any member for any period during which any assessment against his lot remain unpaid, and for a period not to exceed thirty (30) days, for any infraction by such member of its published rules and regulations; and

(c). The right of the Association to 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 provided that no such dedication or transfer, or determination as to the condition thereof; and, provided, further, that no such dedication or transfer, or determination as to the conditions thereof, shall be effective unless the prior consent thereto of the City of Troy, Oakland County, Michigan, by and through its City Commission shall have first been obtained.

4. Delegation of use. Any owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment in and to the common area to the members of his family, his tenants, or to land contract vendees who reside on the property.

(d). Covenants For The Maintenance

1. Creation Of The Lien And Personal Obligation Of Assessments.

The Developer, for each lot owned by it within the properties, hereby covenants, and each owner of any lot within the properties, by acceptance of any lot within the properties, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association annual assessments or charges, and the annual assessments together with such interest thereon and costs of collection thereof, as hereinafter provided, 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 such interest thereon and costs of collection hereof, as hereinafter provided shall also be the personal obligation of the person (s) who was the owner of such lot at the time when the assessment fell due.

2. Purpose Of The Assessments. The assessment levied by the Association shall be used exclusively for the purpose of promotion and the recreation, health, safety and welfare of the residents in the properties, and in particular, for the operation, maintenance, management, and improvement of the common area, including, but not limited to, the payment of taxes and insurance thereon, the repair and replacement thereof, for additions thereto and improvements thereof, and for the cost of labor, equipment, materials, management and supervision for and in connection with the common area and the Association.

3. Basis And Maximum Of Annual Assessments. There shall be no assessment against the properties during the calendar year of 1973, however, the Developer shall make such initial improvements to the common area in accordance with its agreement with the City of Troy. From and after January 1, 1974, the annual assessment shall be no less than \$1.00 per year nor more than \$5.00 per year for a lot owner and no less than \$10.00 per year nor more than \$25.00 per year for lot owner-occupant. The amount of dues shall be fixed at such amount so that the total revenue of the Association shall be sufficient to pay for all costs of operating and maintaining the properties owned by said Association including by way of illustration and not limitation capital improvements, additions, or replacements.

BURTON
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BUILDING RESTRICTIONS

STONERIDGE SUBDIVISION #2 -----Liber 139 Page 10 thru 15 of Plats, Oakland County Records

BUILDING AND USE RESTRICTIONS-----Deed Liber 6161 Page 676-678, Register #079611, Oakland County Records

4. Notice And Quorum For Action Authorized Under Section 5. Notice of the annual or special meetings of the membership shall be mailed to all members entitled to vote at least ten (10) days prior to the date of such meeting. At the annual or special meeting of the member, one (1/4) of the members present and entitled to vote shall constitute a quorum and shall be empowered to transact business. If at any meeting of the members no quorum shall be present, the meeting shall be adjourned to a subsequent date, and the secretary shall notify the members thereof in writing at least ten (10) days prior to such subsequent date, and at such adjourned meeting, the members shall constitute and be a quorum, even if there are present less than one-quarter (1/4) of the members entitled to vote.

5. Duties Of Board Of Directors. The Board of Directors of the Association, subject to the limitations set forth in Section 3 hereof, shall set the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time prepare a roster of the lots in the assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner. Written notice of the assessment shall thereupon be sent to every owner subject thereto. The Association shall, upon demand and payment of a reasonable charge, furnish to any owner liable for such assessment (s) a certificate in writing by an officer of the Association setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

6. Effect Of Non-Payment Of Assessment: The Personal Obligation Of The Owner: The Lien: Remedies Of The Association. If any assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection thereof as hereafter provided, thereupon become a continuing lien on such lot which shall bind such lot in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then owner to pay such assessment (s), however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of six per cent (6%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the lot; and here shall be added to the amount of such assessment (s) the costs of preparing the filing the complaint in such action, or in connection with such foreclosure, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fee to be fixed by the court together with the cost of the action.

7. Subordination Of The Lien To Mortgages. The lien of the assessment(s) provided for herein is and shall be subordinate to the lien(s) of any mortgage or mortgages now or hereafter placed upon any lot subject to assessment hereunder; provided, however, that such subordination shall apply only to the assessment to foreclose of such mortgage(s), or prior to any other proceeding or conveyance in lieu of foreclosure. Such sale, transfer or conveyance shall not, however, relieve such lot from liability for any assessment thereafter coming due, or from the lien of any such subsequent assessment.

19. Invalidation Of Any One Of These Covenants By Judgment Or Court Order Shall In Nowise Affect Any Of The Other Provisions Which Shall Remain In Full Force And Effect.