

Exhibit "A"

ARTICLE VI RESTRICTIONS

Section 1. Association Access. The Association or its duly authorized agents, shall have access to each Unit from time to time during reasonable working hours, upon notice to the Co-Owner thereof, as may be necessary for the maintenance, repair or replacement of any of the General Common Elements. The Association or its agents, shall also have access to each Unit at all times without notice, as maybe necessary to make emergency repairs or to prevent damage to the General Common Elements or to another Unit. It shall be the responsibility of each Co-Owner to provide the Association means of access to his Unit during all periods of absence and. in the event of the failure of such Co-Owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-Owner for any necessary damage to his Unit caused thereby or for repair or replacement of any damages to his Unit.

Section 2. Rules and Regulations. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws, concerning the use of the General Common Elements may be made and amended from time to time by any Board of Directors, including the First Board of Directors (or its successors elected by the Developer). Copies of all such regulations and amendments thereto shall be furnished to all Co-Owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-Owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than sixty percent (60%) of all Co-Owners in number and in value.

Section 3. Tenants. Tenants or non-Co-owner occupants shall comply with all the conditions of the Condominium Documents of the condominium, and all leases and rental agreements shall so state.

Section 4. Co-Owner Maintenance. Each Co-Owner shall maintain his Unit and any Limited Common Elements appurtenant thereto from which he has maintenance responsibility in a safe, clean and sanitary condition that is satisfactory to the Association. Each Co-Owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, any telephone, water, plumbing, electrical or other electrical conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-Owner shall be responsible for damages or costs to the Association resulting from negligent damage to any of the Common Elements by him or his family, guests, agents, tenants or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such payment of damages or costs (unless reimbursement to the Association is excluded by virtue of a deductible insurance policy provision, in which case the responsible Co-Owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association shall be assessed to and collected from the responsible Co-Owner as though it were an approved special assessment in the manner provided in Article II of the Condominium Bylaws.

Section 5. Applicability to Developer. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs, if any, of the Developer during the construction and sales period as hereinafter defined, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation and these Bylaws as the same may be amended from time to time. During the construction and sales period, the Developer and/or its agents, are irrevocably authorized, permitted and empowered to sell, lease, or rent Units to any purchaser or lessee on any terms and conditions as it shall deem appropriate. For the purposes of the Condominium Documents, the "construction and sales period" shall be deemed to continue so long as Developer owns any Unit which he offers for sale. Until all Units in the entire Condominium (including the initial stage and any successive stages) are sold by Developer, Developer shall have the right to maintain a sales office, a business office, a construction office, model office Unit, storage

areas, reasonable parking incident to the foregoing, and such access to, from and over the Condominium as may be reasonable to enable construction and sale of the entire Condominium by Developer. During the construction and sales period, Developer shall have full right to utilize all or any portion, of any Unit for office and sales purposes or any other purposes reasonably incident to the development and sale of the Condominium.

Section 6. Identification of Architectural Control Committee. Each dwelling unit built on any Unit(s) (hereinafter referred to as "Unit(s)) must be built by a builder approved by the Developer. In order to maintain harmonious structural design, no building for the principle use of residential dwelling may be erected on any Unit unless and until the plans and specifications therefor have been approved in writing by the Riverview Hills Architectural Control Committee as further set forth herein. For all sections and/or phases of Riverview Hills, there is hereby created the Riverview Hills Architectural Control Committee (sometimes the "ACC" or "Committee"), which shall consist of three (3) persons, appointed by the Developer, Riverview Hills, LLC, or its successors and assigns, who shall serve until they are removed by the Developer or have resigned. After the Developer has no interest in any Units, then the Board of Directors of the Condominium Association shall serve on the ACC unless the Board appoints a person(s) to act on its behalf. This Committee may designate any one of its members to act on its behalf. In the event of any vacancy on the Committee, the Developer or the Board of Directors (after the Director no longer has any interest in any Units) shall appoint a replacement. The Committee shall have the authority to approve all plans and specifications for all structures to be erected in the subdivision. No construction of any structure shall be commenced until the Committee shall have issued its written approval. The decision of the Committee shall be entirely within its discretion.

Section 7. Architectural Control.

A. Land Use and Building Type. No dwelling shall be erected, altered, placed or permitted to remain on any Unit other than one single-family dwelling not to exceed two and one-half (2 1/2) stories in height and a private garage for not more than three (3) cars; exceptions may be made to this section only if they are unanimously approved in writing by the Committee.

B. Home Occupations. No Unit or Units shall be used for any purpose other than a single-family residence.

C. Sales and Promotions. The Developer, or its assignee, may make use of one (1) Unit, which may have improvements thereon, for realty sales and promotion purposes, notwithstanding anything which may appear to the contrary herein.

D. Architectural Control. No building or other improvement or structure of any kind, nature, or material (collectively any "structure") shall be erected, constructed, placed, maintained or altered on any Unit, nor shall the natural topography or draining of any Unit be altered, until the construction plan for the structure or for the topographical alterations have been approved in writing by the Committee. No approval for the placement or location of any structure on the Condominium Premises shall be valid unless the same is in writing. The plans must show floor plan, quality of construction materials, outside colors to be used, harmony of external design with existing structures and location with respect to Unit lines, topography and finish grade elevation. Plans shall include placement on the Unit with detail showing all pavement and well and septic system location, including how the well and septic systems are positioned in relation to neighboring Units and structure, to ensure that all such well and septic systems within the Condominium comply with Kalamazoo County Health Department Regulations. One (1) set of complete plans must be submitted. It will be retained in the Developer's office and will not be returned to the Co-owner. The Committee's approval or disapproval as required in the covenants shall be in writing with reasons for the denial stipulated. No structure of any kind which does not comply fully with such approved plans shall be erected, constructed, placed or maintained upon any Unit, and no changes or deviations in or from such plans as approved shall be made without the Committee's prior written consent.

Neither the Developer, the Committee, nor any member thereof, nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone by reason of any mistake in judgment, negligence or nonfeasance arising out of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they, or any of them, be responsible or liable for any structural defects in such plans or any drainage problems resulting therefrom. Every person and entity who submits plans to the Committee, agrees, by submission of such plans, that (s)he or it will not bring any action or suit against the Committee or the Developer to recover any damages or to require the Committee or the Developer to take, or refrain from taking, any action. Neither the submission of any complete sets of plans to the Developer's office for review by the Committee, nor the approval thereof by the Committee, shall be deemed to guarantee or require the actual construction of the building or structure therein described, and no adjacent Unit Co-owner may claim any reliance upon the submission and/or approval of any such plans for the buildings or structures described therein.

Section 8. Dwelling Size.

A. General Restrictions. No dwelling shall be permitted on any Unit with a living floor area of the main structure, exclusive of one-story open porches and garages, of less than the following number of square feet for the following types of dwellings. The minimum square footage will be the following:

<u>Type of House</u>	<u>Minimum Square Footage</u>
Ranch Style	1100
1-1/2 & 2 Story	900 square feet on the ground floor, exclusive of open porches and garages

However, the Committee may consider and allow a Unit Co-owner's request for smaller square footage allowance if the plans for the residence show that the residence to be built is architecturally and aesthetically consistent with other residences in Riverview Hills Condominium.

B. Garages. All dwellings must have a full size attached garage which is capable of storing at least two (2) automobiles but not to exceed space for three (3) automobiles without written consent from the Committee.

Section 9. Building Location. No building shall be located on any Unit nearer to the front right-of-way line than the minimum building setback lines required by the Township Ordinances. Each building shall be located not nearer than ten (10) feet from any side Unit line. No dwelling shall be located closer than forty (40) feet to any rear Unit line. In any event, no building shall be located on any Unit nearer than forty (40) feet to the front Unit line, or, in the case of a corner Unit, to any side street line, nor nearer than ten (10) feet to an interior side Unit line. For the purpose of this covenant, eaves, steps, and open porches shall (at the Developer's discretion) not be considered as a part of the buildings; but notwithstanding this, no building nor any structure attached to any building (e.g., an eave or gutter) may be located nearer than ten (10) feet from any other Unit.

Section 10. Nuisances. No obnoxious or offensive activity shall be carried on upon said Unit, nor shall anything be done thereon which may become an annoyance or nuisance in the neighborhood.

Section 11. Temporary Structures. No trailer, basement, tent, shack, garage or other outbuilding may be used, at any time, as a residence either temporarily or permanently. No manufactured or modular home shall be permitted in the Condominium.

Section 12. Leases. Leases of all or any portion of any Unit shall comply with the requirements of the Condominium Bylaws and Section 112 of the Michigan Condominium Act. No leases of any dwelling units may be entered into without the prior approval of the Developer and no such lease may have duration of less than one (1) year.

Section 13. Storage. No Unit shall be used for storage of old lumber, boats, cart, materials, or debris, which would tend to make the Unit unsightly in appearance and character.

Section 14. Pools and Recreational Facilities. No above ground pools shall be permitted. In-ground pools and permanent or paved recreational athletic facilities (including, but not limited to, tennis, basketball and volleyball courts) may not be erected, built or installed on any Unit unless and until the plans and specifications therefore have been approved in writing by the Riverview Hills Committee, as provided in paragraph 1 hereof. Any and all lighting fixtures for any such facilities are also subject to such prior approval.

Section 15. Detached Buildings. The construction and placement of any detached pet shelter, play house, structures designed for the storage of lawn tools, toys, swimming pool apparatus, or any other personal property must be of a quality construction, and must be maintained in attractive and neat appearance and blend with the established home and the plans therefore shall be submitted to the Committee for approval before beginning construction. Maximum size for detached buildings, including storage buildings and pool houses, shall be 10' x 12' unless written exception is given by the Committee. The Committee shall have the authority to require protective screening around these structures.

Section 16. Driveways. No stone or cinder driveways shall be permitted. All driveways are to be a minimum of ten (10) feet wide and must be constructed of concrete or asphalt. The depth of the concrete shall be at least four (4) inches thick.

Section 17. Signs. No sign of any kind shall be displayed to the public view on any Unit except one (1) sign of not more than five (5) square feet advertising home for sale or rent, or a sign of any dimension used by a builder to advertise the property during the construction and sales period. There is reserved to the Developer, its successors and assigns, the right to construct signs as they desire in order to foster promotion and effect sales of Units or structures in said Condominium. No sign shall be permitted to promote the sale of an undeveloped Unit except by Developer or with Developer's written consent.

Section 18. Livestock, Poultry, and Hazardous Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Unit, except dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes and are not permitted to become a neighborhood nuisance or hazard in any manner. No vicious or attack trained dogs shall be kept on any Unit.

Section 19. Garbage and Refuse Disposal; Open Burning Prohibited. No Unit shall be used or maintained as a dumping ground for rubbish, grass clippings, leaves, tree limbs, or compost. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for storage or disposal of such materials shall be kept in a clean sanitary condition. No open burning shall be permitted on any Unit, whether in incinerators, containers or otherwise. The prohibition against burning shall include, but not be limited to, trash, waste, refuse, building materials, leaves, tree limbs, grass clippings, debris and any other material of any kind or description. The Co-owner shall be permitted to have a campfire (or barbecue) pit up to three (3) feet in diameter for clean burning wood or charcoal. Grass clippings, leaves, and other waste may not be placed on any other property in Riverview Hills. Any debris placed anywhere in the Condominium may be cleaned up by the Developer at the offender's expense.

While a home is under construction, all debris shall be contained in such a manner that it will not be permitted to litter adjoining properties. If loose debris becomes a general nuisance, the Association, at the option of the Committee, may elect to clean up the debris at the cost of the Unit Co-owner. Notwithstanding the foregoing, the provisions of this Section 19 shall not apply to the conduct or activities of the Developer or the Developer's designated contractor or builder performed in connection with the initial construction of a dwelling and/or related improvements upon a Unit.

Section 20. Sight Distance at Intersection. No fence, wall, hedge or shrub planting which obstructs sight lines at elevation between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Unit within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines; or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Unit within ten (10) feet from the intersection of a street property line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 21. Completion Date. Any structure for which construction has commenced (which shall include any excavation or earth moving) must be completed within a period of one (1) year from the commencement date, or thereafter completely removed. The side, front, and rear yards of each Unit shall be planted with grass, sod, or ground cover, unless otherwise approved by the Committee, within one hundred twenty (120) days after the structure is completed, or the structure is occupied as a residence, whichever is earlier. If the same Co-owner or Co-owners own two or more contiguous Units, the Units shall be considered as one Unit for landscaping control purposes, and shall be maintained in accordance with these provisions. In addition, on wooded Units where there is a separation between the tree line and the curb, all areas between the tree line and the curb must be planted with grass, sod, or ground cover.

Undeveloped or vacant Units shall be kept free of rubbish and weeds; and grass height shall be maintained at a reasonable length. Upon violation of this provision and after giving the Co-owner ten (10) days notice to cure the condition, the Association, at the option of the Board of Directors, may elect to perform such maintenance at the cost of the Co-owner. The Developer shall be exempt from this paragraph No. 21, but shall maintain unsold Units at the Developer's discretion.

Section 22. Fuel Storage Tanks. No oil or fuel storage tanks may be installed underground or concealed within the main structure of the dwelling, basement, or attached garage.

Section 23. Unit Division. There shall be no subdivision or sale of any Unit by a Co-owner for the purpose of building an additional dwelling.

Section 24. Lighting. A dusk to dawn light (or gas light) of the type approved by the Committee shall be installed by the builder or Unit Co-owner on each Unit in front of the front building setback line. If electric, post lights shall be equipped with automatic operators (electric eye) to provide light from sundown to dawn.

Section 25. Recreational and Commercial Vehicles: Parking. Unless otherwise approved by the Association in writing, no recreational or commercial vehicles (campers, trailers, trucks, boats, straight trucks, moving trucks, snowmobiles, motor home, other recreational vehicle, or any other type of said vehicles) nor any inoperable vehicle may be stored in the front or back yard of any Unit. However, such recreational and inoperable vehicles may be stored on the driveway on a short term basis (no longer than one (1) week) or may be stored on the garage side of the yard if stored on concrete or asphalt. No passenger car or truck may be parked on any street between the hours of 2:00 o'clock a.m. and 6:00 o'clock a.m.

Section 26. Utilities and Television Antennas. All public utility services, either in the streets or on any Units, including but not limited to electric, gas, telephone service, and cable television, shall be located underground, or shall not be visible. No outside above ground television, AM, FM, or short wave radio antennas of any type shall be erected or maintained on any Units or structures in Riverview Hills. Satellite dishes are prohibited unless they are less than two (2) feet in diameter. All street or Unit lighting shall be situated on posts

with no lines visible. To assure the enforcement of this restriction, the Developer, for itself, its successors and assigns, does hereby agree:

A. Utility Poles and Overhead Lines. To prohibit the erection and use of overhead wires, poles and other facilities of any kind, including but not limited to those associated with electrical, television, cable or telephone service electrically or by telephone from poles and overhead wires around the perimeter or the Condominium. Nothing herein should be construed to prohibit street lighting or ornamental yard light if serviced by underground wire or cable.

B. Electrical Service. To require that the Co-owner of any building erected on the property install electric service of sufficient capacity to meet engineering standards of the electric utility company.

C. Restoration. To require Co-owners to assume all responsibility and restoration of paved and planted areas made necessary by maintenance, replacement or expansion of the underground facilities.

D. Accessibility. To require accessibility to all strips in which underground service is located for operation, maintenance or replacement of facilities.

E. Underground Service Laterals. To require that the Co-owner of any building erected on the property pay for hook up of the building's utilities to the existing underground utilities.

Section 27. Septic Systems. Until such time as a sanitary sewer system is constructed in the Condominium or an individual sewage disposal system is approved by the Michigan Health Department, a sanitary septic tank shall be installed at the Unit Co-owner's expense for each dwelling erected in the Condominium. Such septic tank shall be of a type and construction and located on the individual Unit so that it is approved in writing by the appropriate regulatory agency such as the Kalamazoo County Health Department. No other sanitary provision or device for sewage disposal shall be installed or permitted to remain in this Condominium. Septic systems must be located with consideration to neighboring wells to comply with all county regulations. All private water wells shall be placed in a location not interfering with adjacent septic tanks and systems and shall be constructed in accordance with all ordinances, rules and regulations pertaining thereto.

Section 28. Amendment of Covenants. These covenants may only be amended in the manner provided in the Condominium Bylaws and the Condominium Act.

Section 29. Duration of Covenants. These covenants shall be perpetual in the manner provided in the Condominium Bylaws and the Condominium Act.

Section 30. Separability of Covenants. Invalidation of any one (1) of the covenants or restrictions by judgment of a Court of competent jurisdiction shall in no way affect any of the other covenants or restrictions and all other provisions of these restrictions shall remain in full force and effect.

Section 31. Enforcement of Covenants. These covenants may be enforced in the manner provided in the Condominium Bylaws and the Condominium Act.

Section 32. Trash Pick Up. All trash pick up shall be completed on one specified day of each week with the Condominium Association to elect the same by a majority vote.

Section 33. Landscaping. All Units shall be maintained in good and orderly fashion, with appropriate landscaping in keeping with the pattern established in the Condominium. No Units shall be permitted to be overgrown or weed infested.

Section 34. Maintenance: of Common Areas and Drainage Structures. All General Common Elements, including, but not limited to, entrances, landscaping sprinklers, ponds, mounded plantings, walking paths, and drainage and retention areas and structures, may be maintained by a local professional maintenance company approved by the Condominium Association. The Developer shall bear the costs of any shortages of funds at the Developer's discretion until such time when enough Units are sold to produce sufficient revenue to maintain said areas and structures in an aesthetically pleasing and functional manner.

Section 35. Mailboxes. Mailboxes shall be installed in front of each home, placed for easy access for mail and newspaper delivery and landscaped to be aesthetically pleasing. Said mailbox shall be of similar design and materials to match the home, or, to be decided by the Developer, designed with a newspaper receptacle directly beneath the mailbox. The mailbox or post shall have numbers three (3) inches tall on both sides of the mailbox or post so as to be visible to the oncoming traffic from both directions.

Section 36. Effective Date. These restrictions shall be deemed to be attached to and shall be considered a part of the Riverview Hills Condominium and shall become effective upon the recording of the same in the Kalamazoo County Register of Deeds.

Section 37. Prohibited Activities. No Co-owner shall take any action on or with respect to the Unit or any other property within the Condominium, which violates any federal, state or local statute, regulation, rule or ordinance.

Section 38. Personal Property. No Co-owner shall display, hang or store any clothing, laundry or other articles of personal property upon his Unit outside of the primary dwelling situated thereupon, or which may be visible from the outside of his Unit or such dwelling (other than draperies, blinds or curtains of a customary nature and appearance), or paint or decorate the outside of his Unit, or install outside his Unit any radio or television antenna, window air-conditioning unit, awning or other equipment, fixtures or items of any kind, without the prior written permission of the Committee.