

DECLARATION  
OF  
PROTECTIVE COVENANTS

THE FOLLOWING CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND EASEMENTS AFFECT PROPERTY IN THE CITY OF THREE RIVERS AIRPORT INDUSTRIAL PARK SITUATED IN THE CITY OF THREE RIVERS, ST. JOSEPH COUNTY, MICHIGAN.

THIS DECLARATION is made jointly by the City of Three Rivers and Three Rivers Industrial Development Authority (the "Declaration").

**RECITALS**

The parties to this Declaration desire to subject the real property described in Article I of this Declaration to the conditions, covenants, restrictions, reservations, and easements set forth in this Declaration for the benefit of City of Three Rivers Airport Industrial Park and the owners, lessees and occupants of building sites within the Park.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the Declarant, its successors and assigns, future Owners of the Lots, and the Association, the undersigned Declarant for itself, its successors and assign does hereby publish, declare and make known to all future purchasers and Owners of the Lots, that Lots will and shall be used, held and/or sold expressly subject to the following conditions, restrictions, covenants and agreements Which', by acceptance of a deed, purchase agreement, land contract or option for a Lot, shall be deemed accepted by all future purchasers and Owners of the Lots and shall run with the land and be binding upon all grantees of Lots on their respective heirs, personal representatives, successors, assigns and grantees.

**ARTICLE I - DEFINITIONS**

1.1 ***Definition of Terms.***

“ALP” means the Three Rivers Airport Industrial Park as specifically identified in Section 2.1 of this Declaration.

“Airport Industrial Park Board of Appeals” means a board consisting of three members of which are the Three Rivers City Manager as Chairman, and one appointed member by the chairman being a tenant of the ALP for a term no longer than three (3) years.

“Airport Zoning Ordinance” means the City of Three Rivers Airport Zoning Ordinance as it now exists or as it may be amended from time to time.

“Appeals” Any person aggrieved by any decision of an authorized representative of the City of Three Rivers made in the administration of regulations may appeal to the Airport Industrial Park Board of Appeals. The Board of Appeals decision is deemed final.

“Building Line” means an imaginary line parallel to the street right-of-way and/or taxiway lines specifying the closest point from the street right-of-way and/or taxiway that a building structure may be located (except for overhangs, stairs, plantings, or landscaping; provided, however, that nothing herein shall be intended to be contrary to any Federal Aviation Administration (FAA) regulation).

“Building Site” means any lot or parcel of land upon which a building or buildings and appurtenant structures may be erected in the ALP in conformance with the requirements of these covenants.

“City” means the City of Three Rivers, a Michigan municipal corporation, located in St. Joseph County.

“Development Committee” or “Committee” means a sub-committee to the TRIDA consisting of five (5) members. The membership of the Development Committee shall

consist of two (2) members of the TRIDA (appointed by the TRIDA board) and two (2) City staff members of the City of Three Rivers (appointed by the City Manager) and one (1) member of either the Airport Advisory Board or a tenant of the ALP (also appointed by the City Manager) as defined in Article V. Terms will be for two years and will be staggered.

“Front Yard” The front of a lot or site in the portion thereof facing the roadway within the ALP.

“Lessee” means the person, persons or legal entity leasing a Building Site in the ALP.

“Street Rights-of-Way” Reference to all street rights-of-way within the ALP shall mean dedicated vehicular rights-of-way established in the ALP area and registered with the St. Joseph County Register of Deeds.

“Structures and Improvements” shall mean and include buildings, outbuildings, parking areas, driveways, loading areas, aircraft ramp areas, fences, walls, hedges, lawns, plantings, walkways, and any structure of any type or kind located in the ALP.

“Taxiway Right-of-way” Reference to all taxiways and/or taxiway rights-of-ways within the ALP means dedicated aircraft right-of-way which is established on the Airport Layout Plan (ALP) as dedicated right-of-way and registered with the St. Joseph County Register of Deeds.

“TRIDA” means the Three Rivers Industrial Development Authority.

“Zoning Ordinance” means the City of Three Rivers Zoning Ordinance as it now exists or as it may be amended from time to time.

## ARTICLE II - PROPERTY DESCRIPTION

**2.1 Property Subject to this Declaration.** The real property which is and shall be conveyed, transferred, restricted, and leased or sold subject to the conditions, covenants, restrictions, reservations, and easements of this Declaration is located in the City of Three Rivers, St. Joseph County, State of Michigan, and is more particularly described in Schedule "A" attached to and made a part of this Declaration.

## ARTICLE III - GENERAL PURPOSE

**3.1 General Purposes of Declaration.** The real property described in Schedule "A" to this Declaration is made subject to the conditions, covenants, restrictions, reservations, and easements of this Declaration for the following purposes:

1. To insure the property use and appropriate development and improvement of each building site;
  
1. To protect the Lessee of building sites against such improper use of surrounding building sites so as not to depreciate the value of their property;
  
1. To guard against the erection of structures of improper or unsuitable materials;
  
1. To encourage the erection of attractive buildings and improvements within the ALP;
  
1. To prevent haphazard and inharmonious improvements of building sites;

1. To insure and maintain property setbacks from streets and adequate open space between structures; and
1. In general, to provide for high quality improvements within the ALP.

## **ARTICLE IV - GENERAL RESTRICTIONS**

**4.1 Use Restrictions.** No Building Site shall be used for any purposes which would unreasonably or detrimentally impact neighboring properties within the ALP.

**1. Permitted Uses.**

2. Business uses that are considered a direct or supportive aeronautical activity.
3. Business uses that are complementary to aeronautical activity
4. ground transportation
5. training and/or fixed base operator (FBO)
6. other uses as recommended by the Development Committee and the City of Three Rivers
7. Business uses that rely on air transportation
8. Manufacturing operations and/or technology related businesses consistent with the Light Industrial Zoning designation
9. Hangars associated with a business/industry located in the ALP
10. "Tie-down" with Development Committee approval

**1. Prohibited Uses.**

2. Dwellings except for watchman's or caretaker's quarters;
3. Salvage yards and scrap processing;
4. Cement, asphalt lime, gypsum, or plaster of Paris manufacture;
5. Manufacture or storage of unreasonably dangerous materials; or any activity that would be a potential fire hazard to surrounding property (excluding aviation fuel as stated in Section 4.2 E);
6. Mini-storage warehouses;
7. The keeping of animals or livestock; and
8. Any other use which, in the sole discretion of the Development Committee, would adversely affect the general purposes of this Declaration.

1. ***Prohibited Nuisances.***
2. Excessive noise
3. Smoke and particulate emissions matter
4. Emission of toxic, noxious, or odorous matter
5. Glare
6. Heat emission
7. Accumulation of refuse or trash
8. Electronic or radio interference

1. ***No Outdoor Manufacturing.*** All permitted manufacturing and processing activities and uses in the ALP shall be carried out in wholly-enclosed buildings.

4. ***Outdoor Storage.*** No storage shall be allowed forward of the rear half of the building on the non-street side and all such storage areas shall be fenced and effectively screened, by a solid, uniformly finished wall or fence with solid entrance and exit gates with minimum height of five (5) feet but not higher than eight (8) feet. All stored materials shall be below the top elevation of the fence or wall. No storage shall be permitted between the front building line and the street. The outdoor storage of equipment, raw materials, semi-finished or finished products may be permitted only when such outdoor storage is necessary and incidental to permitted uses conducted on the Building Site. The type of screening shall be approved by the Development Committee and subject to the standards outlined in Section 4.3 entitled "Improvement Standards".

## **4.2 Performance Standards.**

1. ***Disturbances.*** Unreasonable vibration, shock, noise, heat, glare, and other disturbances shall not be permitted.

1. ***Air Pollution.*** All processes that produce smoke, gas, dust, odor, fumes, aerosols, particulates, products of combustion, or any other atmospheric pollutant shall be conducted within a completely enclosed building. The release of pollutants to the atmosphere shall not exceed the current or future standards established by State or Federal controlling agencies.

1. **Dust Control.** All ground areas not covered by structures shall be landscaped or surfaced with concrete, bituminous asphalt, or other comparable hard surface. Ground surfaces shall be properly drained and maintained in good condition free of weeds, dust, trash, and other debris.
  
1. **Wastes.** All non-hazardous solid waste material, debris, refuse, or garbage shall be kept within a completely enclosed building or in screened, properly enclosed containers designated for that purpose. All liquid wastes containing any organic or toxic matter will be disposed of in a manner prescribed by the City of Three Rivers, the St. Joseph County Health Department and/or State or Federal controlling agencies. All hazardous waste material will be stored and disposed of in a manner consistent with all local, state, and federal laws.
  
1. **Fuel.** These covenants allow for aboveground storage tanks for gasoline or aviation fuel in State approved containers, with secondary containment, for personal use. No public sales are allowed unless contracted with the City.
  
1. **Miscellaneous.** Activities determined by the Development Committee to impose an adverse effect to health and safety of persons within the ALP or on the property and improvements within the ALP shall not be permitted.

#### **4.3 Improvement Standards.**

1. **Building Coverage.** The total of all buildings on the lot shall not cover an aggregate area of more than 60 percent of the site.
  
1. **Front Yard Area.** The minimum front yard building setback on any lot shall be thirty (30') feet from the street right-of-way line. The Development Committee and the Lessee shall jointly determine which street side frontage shall be the front yard on a corner lot. The side yard on a corner lot shall also be a 30' setback.

1. **Side Yard Area.** The minimum building setback from any side property line shall be ten (10') feet from the building to the side property line or a distance that is equal to the height of the building whichever is the greater distance.
  
1. **Rear Yard Area.** The minimum building setback from any rear property line shall be thirty (30') feet from the building line to each rear property line.
  
1. **Height Restrictions.** No structure is permitted that would be an obstruction to air navigation as defined in Part 77 of the Federal Aviation Regulations.
  
1. **Greenstrips.** Each lot shall be provided with a greenstrip within each front area. Front yard greenstrips shall begin at the right-of-way line and shall be a minimum of thirty (30') feet in depth. Side and rear yard greenstrips shall begin at the property line and shall be a minimum of ten (10') feet in depth. Greenstrips shall be landscaped and maintained in accordance with the guidelines contained in this Section. Greenstrips may only be utilized or interrupted for access, pedestrian ways, landscaping and signs relating to building identification, public safety, and traffic control.
  
1. **Off-Street Parking.** Each lot shall maintain off-street parking facilities in accordance with the standards of the Off-Street Parking Requirements of the Zoning Ordinance. Parking may be located any place on the building site exclusive of required greenstrips. Where parking is established between a building and the required front yard greenstrip, front yard parking shall be limited to office employees and visitors.
  
1. **Loading Spaces.** The provision of off-street loading space shall conform to all the requirements of the Zoning Ordinance except that they shall be located on those sides of a building which do not front on a street. In the case of buildings located on corner lots, the Development Committee may approve loading spaces on the side of the building adjacent to the street if the loading spaces are landscaped and/or fenced in a manner so as to interrupt the view of the area.



1. **Signs.** The provision of on-premise signs for each building site shall be in conformance with the requirements of the Zoning Ordinance except that billboard signs and pylon signs are not permitted in the ALP.
2. No signs are permitted which through illumination at night or glare during the day could create a hazard to aircraft.
3. Other standards as outlined in the City of Three Rivers Zoning Ordinance will apply.
4. Billboard signs and pylon signs are not permitted in the ALP.
5. The Development Committee reserves the right of approval on all signs and advertising devices within the ALP.

1. **Parking Areas and Loading Zones.**

2. All present and future vehicle parking, including employee, visitor, truck, and trailer parking, shall be provided on the site. There shall be no on-street parking. All parking, trucking and loading areas are to be paved and provide dust free all weather surfaces and adequate drainage must be provided.
3. No parking, trucking or loading area shall be developed within the minimum front setback area or rear setback area provided further that in no event shall parking be developed within the minimum side setback area within ten (10') feet of any property line. The Development Committee can approve parking in area setbacks dependent upon particular lot locations. Consideration will be given to adjacency to taxiways, residences, wetlands, etc.
4. Provisions shall be made for one (1) parking space for every 1.3 employees on the combined shifts.
5. Loading docks shall not be permitted on a street frontage.

1. **Utilities Services.** All electrical and telephone connections and installations of wires to buildings shall be made underground from the nearest available power source. No transformer, electric, gas, or other meter of any type or other apparatus shall be located on any power pole. All utility infrastructure shall be adequately screened.

1. **Building Construction.** All buildings, unless otherwise approved by the Development Committee, shall be of masonry, pre-cast concrete, post-built or factory finished metal construction. All office facades facing a street shall be constructed of brick, stone, fluted block, glass or similar decorative material. Wood may be utilized for decorative and non-structural porticos, canopies, and other attachments. All metal buildings shall be constructed to the minimum requirements established by the Metal Building Manufacturers Association and all buildings shall be adequately protected on the interior and exterior from

damage by vehicles and operations. All buildings must have concrete or similar material floor.

1. **Landscaping.** The entire building site not devoted to floor area, parking, outdoor storage, access ways, pedestrian ways, woodland or wetlands shall be landscaped with grass, canopy and coniferous trees, shrubs or other forms of low growing natural ground cover. All materials shall be specified as to species. The Development Committee will provide a list of prohibited trees. Areas set aside for expansion shall be placed in grass and kept weed free. Any areas which become disturbed for any reason shall be restored as soon as practical. In approving a landscape plan, the Development Committee will be guided by the following:
2. Landscaping shall be installed within sixty (60) days of occupancy or completion of building, whichever occurs first, except when seasonal conditions would effect planting adversely.
3. All landscaping shall be hardy plant materials and maintained in a neat and orderly manner. Withered and/or dead plant materials shall be replaced within a reasonable period of time but no longer than one growing season.
4. Underground sprinkling systems shall be encouraged on ALP property where necessary to service landscaped areas and such areas shall be neatly maintained, including mowing, fertilizing and pruning.
5. All unused and non-landscaped land area that is privately leased or owned and planned for future building expansions or other purposes shall be maintained and kept free of weeds or other unsightly plant growth, rubbish, and debris. Such areas shall be seeded with lawn grass if expansion is planned more than one (1) year in the future.
6. The area between the building lines and the site's property lines as well as unpaved and adjoining taxiways and/or taxiway right-of-way areas (the area between the property line adjoining any taxiway and/or taxiway right-of-way and the surface of the paved taxiway), shall be used exclusively for lawns and other ground cover of material as approved by the Development Committee or its agents, except for such portions thereof as may be reasonably required for fenced outside storage areas, or for aircraft ramps and/or aircraft loading areas constructed on the site.
7. Non-employee and non-visitor parking and loading areas shall be landscaped and/or fenced in such a manner as to interrupt the view of these areas.
8. Transformers, gas and other meters shall be located in shrub plantings or screened with appropriate walls, if forward of the building line. All utility lines shall be buried underground and meet the building codes of the City of Three Rivers.
9. Corner lots are encouraged to provide appropriate landscaping and the appropriate landscaping shall be encouraged for both street frontages.
10. The extensive use of cobblestones, crushed stones or other non-living material as a ground cover is discouraged. The decision shall reside with the Development Committee.

11. Adjoining property owners are urged to landscape adjacent side and rear yard greenstrips in a complimentary fashion.
12. Landscape features installed should be designed and situated:
13. To break the monotony of large expanses of parking area;
14. To protect lighting fixtures and fire hydrants; and
15. To define access and circulation ways.

1. **Fences.** Fences not exceeding eight (8') feet in height may be constructed on the common property line abutting a side or rear yard or in any other location except a front yard. No fences will be constructed in front yards. Fences adjacent to and within fifty (50') feet of a street shall be landscaped with shrubs and vines. Security fencing may be permitted with the Development Committee review and approval. All approved outdoor storage shall be fenced and effectively screened by a solid uniformly finished wall or fence with solid entrance and exit gates with minimum height of five (5')

feet but not higher than eight (8') feet. The type of screening and/or fencing must be of durable material and shall be approved by the Development Committee.

#### 4.4 Wetlands

1. **Wetland Map.** A copy of the ALP Wetland Map together with all explanatory matter thereon, is attached hereto and made a part of these Declarations as Schedule "B". The original Wetland Map is on file in the office of the City Clerk.
  
1. **Preservation and Conservation of Wetlands.** A portion of the ALP consists of natural wetlands as identified on the ALP Wetland Map. All wetlands within the ALP shall remain in their existing natural condition. Each deed, lease, license or permit of a ALP Lot which includes any portion of the land identified as a wetland on the Wetland Map, shall contain specific provisions prohibiting the purchaser, lessee, licensee or permittee of the Lot from altering any part of the wetland or any area within twenty-five (25) feet of the wetland (the "buffer zone") in any way. Prior to the closing of each sale, lease or other transaction involving an ALP Lot that includes a wetland, the boundary line of its buffer zone and the wetland shall be clearly delineated by appropriate permanent markers on the ground.

## **ARTICLE V - DEVELOPMENT COMMITTEE**

**5.1 Development Committee.** There is hereby established a Development Committee consisting of five (5) members. The membership of the Committee shall consist of two (2) members appointed by the TRIDA Board; two (2) administrative officers of the City appointed by the City Manager; and one (1) member of either the Airport Advisory Board or an owner or lessee of a Lot in the ALP (also appointed by the City Manager). Members of the Development Committee shall serve for terms of two (2) years. Terms shall be staggered. In an effort to streamline decisions and not halt development activities, two alternate committee members will be identified. One "alternate" or "backup" member will be designated from the City and one alternate member will be designated from the TRIDA Board. This will allow for the committee to utilize an alternate to maintain a quorum.

**5.2 Powers of Committee.** The Development Committee shall adopt reasonable rules to govern itself and maintain minutes of its meetings and records of its official acts.

**5.3 Maintenance of Common Areas.** The Development Committee shall have authority, upon the unanimous vote of the Development Committee, to employ and/or maintain professional assistance in the maintenance of improvements on park areas held in common and to allow the Development Committee to apportion and assess the reasonable expense thereof among the Lessees on the basis of their pro-rata ownership of all land within the ALP.

**5.4 Amendments.** With the consent of 3/4s (75) of the Lessees of the ALP, the Development Committee may modify or amend this Declaration of Protective Covenants. Four of the five members of the Development Committee must concur on any modifications or amendment of this Declaration of Protective Covenants.

**5.5 Service of Process.** Every Lessee of land within the ALP, by acceptance of a conveyance of a Building Site, consents to be liable for assessments authorized Pursuant to Section 5.2 and to the service process by publication and the posting of notice on the Building Site leased if personal service within St. Joseph County, Michigan cannot be made.

**5.6 Election of Members.** Elections or designations of Development Committee members shall be made annually on the Second Monday in January, in accordance with this Declaration and rules adopted by the Development Committee. Upon failure of the Development Committee to hold an election or to perform any of its duties under this Declaration, any Lessee shall be entitled to petition the Circuit Court of St. Joseph County, Michigan, for such relief as may be appropriate under the circumstances.

**5.7 Waivers.** In order to provide for land uses and activities and implementation thereof that are not contemplated at the time of execution of this Declaration, the Development Committee shall, upon its unanimous vote, have the authority to waive or exempt any land use, activity or construction from the provision or provisions contained in the Declaration if the Development Committee determines that the use, activity or construction is harmonious and compatible with the existing uses and general quality of the existing character of the ALP provided, that all other requirements set forth in the Declaration not so waived or exempted shall be equally applicable to said use, activity or construction.

**5.8 Architectural Control.** The Committee may disapprove plans and specifications because of noncompliance with any of the restrictions set forth in Article IV of this Declaration or other standards established by the Committee, or because of reasonable dissatisfaction with the grading and drainage plan, the proposed location of the Improvements on the Lot, the materials or color scheme to be used, the finished design, proportions, shape, height, style or appropriateness of the proposed Improvement, the tree removal plan or because of any matter or thing, which in the reasonable judgement of the Committee, would render the proposed Improvement inharmonious or out of keeping with the objectives of the Committee or with existing Improvements erected on other Lots. Builders may, at their election, submit a list and samples of exterior materials and color combination for prior approval by the Committee, which approval, if given, shall satisfy the approval requirement of the exterior and colors on all subsequent Improvements built by such Builder: provided the exterior materials and colors conform to those previously submitted and approved. All Owners, by accepting ownership of their Lot, acknowledge that the primary purpose for providing for architectural control is to ensure the proper and harmonious development of the ALP to maximize the aesthetic beauty of the ALP and its blending with the surrounding area, and to enhance the feeling of community, all of which are intended to result in increased property values. To this end, the Committee shall have broad discretion in terms of determining what Improvements will be permitted and are in keeping with the aesthetic beauty and desirability of the ALP and are otherwise consistent with the purposes of this Declaration.

## **ARTICLE VI- SITE PLAN APPROVAL**

**6.1 Procedure.** The following site plan approval procedure is intended to enable the Development Committee to make findings that the proposed plan is in conformity with the intent and provisions of this Declaration. Concurrent with the formal submittal of site plans to the City for approval under the terms of the Zoning Ordinance, and prior to the construction of any improvements, the plan for improvements shall also be submitted to the Development Committee for approval. The City of Three Rivers reserves the right to itself to approve the architectural and engineering plans for the structures as well as the site plan to assure compliance with the standards established by the Airport and City zoning regulations and harmony of design with the remainder of the development. No construction is allowed to proceed prior to this approval.

1. In making an application for site plan approval, the applicant shall submit five (5) copies of the plan to the Development Committee. Plans should be delivered to City Hall located at 333 W. Michigan Avenue, Three Rivers, Michigan. Within 15 days after submission, the Committee shall either approve or disapprove the site plan. In each case, the site plan submitted shall contain the following items and considerations:
2. Site dimensions;
3. All structures and buildings - location, size, height, proposed use, materials and location of doors;
4. Yards and open space;
5. Walls, fences, and landscaping and location and height thereof;
6. Access - pedestrian, vehicular, and service;
7. Off-street parking - location, number of spaces, and arrangement of internal circulation;
8. Off-street loading - location, number of spaces, arrangement, and internal circulation;
9. Signs - location, size, height, illumination, materials, wording, logo, and trademarks to be used;
10. Lighting - location, intensity, height, and shielding devices;
11. Landscape treatment - plant groupings and materials to be used;
12. Outdoor storage - location, screening materials, height, and use;
13. Waste disposal;
14. Drainage and grading plan.

15. Methods to be employed to control the transmission of dirt, dust, noise, odor, fumes, smoke, vibration, glare, or radio energy;
16. Location of easements -location, size, and pertinent engineering factors pertaining to all utilities including, but not limited to, communications transmission cables, water, sewer, gas, storm sewer, and electric transmission facilities;
17. Building plans with adequate perspectives and/or elevations to facilitate review of their compatibility with existing developments;
18. Recognition of the importance of providing amenities to the development and to the surrounding area; and
19. Other data that may be required to permit the Development Committee to determine compliance with this Declaration.

**6.2 Compliance.** Prior to the commencement of construction, all development plans shall in all ways conform to the standards of the Zoning Ordinance and these Declarations and all necessary approvals and permits for construction shall be obtained.

## **ARTICLE VII - APPEALS**

**7.1 Zoning Appeals.** In matters governed by the Zoning Ordinance, appeals for variances from provisions of Zoning Ordinance shall be heard by the Zoning Board of Appeals upon the prior written approval and recommendation of the Development Committee.

**7.2 Development Committee Appeals.** In matters where these Declarations exceed the requirements of the Zoning Ordinance, the Development Committee shall have the authority to grant the following variations:

1. Permit a variation in the Building Site area or yard requirements where there are unusual hardships and practical difficulties or unnecessary hardships in the application of these Declarations due to an irregular shape of the Building Site,

topographical or other conditions, provided the variation will not seriously affect any adjoining Building Sites, ALP improvements or the general purposes of these Declarations;

1. Authorize a variation from the strict application of these Declarations relating to construction or alteration of improvements when they would impose upon the Owner practical difficulties or unusual hardship as differentiated from a convenience in development and use of the Building Site.

**7.3 Conditions and Limitations.** In granting an appeal in whole or in part, the Development Committee may impose any limitation or design standard which it deems necessary to carry out the general purposes and intent of the Declarations.

**7.4 Hearing and Notice.** An appeal to the Development Committee shall be made in writing. The Committee shall hold a hearing on the appeal in Three Rivers City Hall at a time prescribed by the Committee after giving notice thereof at least ten (10) days prior to the hearing by certified mail to all Lessees covered by these Declarations.

**7.5 Vote Required.** The affirmative vote of any three (3) members of the Development Committee shall be required to grant an appeal in whole or in part, and the decision of the Committee shall be final.

## **ARTICLE VIII- DURATION OF AND AMENDMENTS TO DECLARATIONS**

Each of these Declarations shall continue and be binding upon the Lessees and upon their heirs, personal representatives, successors and assigns for a period of 25 years from the date of recording of these Declarations, and shall automatically be continued thereafter for successive periods of ten (10) years each; provided, however, that the City of Three Rivers may release all or any part of the ALP so restricted from anyone or more of these Declarations or may amend these Declarations by executing and acknowledging an appropriate agreement in writing for that purpose and recording the agreement in the Office of the Register of Deeds for St. Joseph County, Michigan.



## **ARTICLE IX - ENFORCEMENT OF DECLARATIONS**

**9.1 Binding Covenant.** These Declarations shall run with the land and bind the Lessees, their heirs, personal representatives, successors and assigns, to conform to and observe these Declarations as to use of Building Sites and the construction of improvements thereon with the AIP.

**9.2 Enforcement by Owner.** The City of Three Rivers shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or enforce the observance of these Declarations in addition to the ordinary legal action for damages; and failure of the City of Three Rivers to enforce these Declarations at the time of any violation of these Declarations shall in no event be declared to be a waiver of the right to do so as to any subsequent violation. The violation of these Declarations shall not defeat or render invalid the lien or any mortgage or deed of trust made in good faith and for value. It is expressly understood and agreed that the Three Rivers Industrial Development Authority (TRIDA) does hereby delegate to the City of Three Rivers full power and authority along with the TRIDA to enforce the foregoing covenants, conditions and restrictions.

It is the sole discretion of the Development Committee to impose penalties for non-conformance with the provisions of this Declaration.

**9.3 Invalidation of Declarations.** Invalidation of anyone of these Declarations or any part of these Declarations by judgment or court order shall not affect any of the other provisions of these Declarations.

## **ARTICLE X - EXECUTION OF DECLARATIONS**

**10.1 Date of Execution.** These Declarations were approved and adopted by the City Commission of the City at a meeting of the City Commission held on MAY 18, 2004 and by the Board of Directors of the TRIDA during a meeting of the Board held on MAY 6 ,2004. This Declaration of Protective Covenants shall be effective as of MAY 18, 2004 following the execution of this Declaration by the duly authorized representatives of the City and the TRIDA.