

DECLARATION OF EASEMENTS AND RESTRICTIONS ROCHDALE

ROCHDALE ASSOCIATION.

- 1) Whereas, Rochdale Association, hereinafter called Proprietors, are the proprietors of Rochdale, a subdivision in the East ½ of Section 16, T3N, R11E of Avon Township, Oakland County, Michigan, according to the Plat thereof as recorded in Liber 67 of Plats on Page 17, Oakland County Records; and
- 2) Whereas, Proprietors desire to impose a uniform plan of restrictions and easements on said premises. Now therefore Proprietors hereby declare and agree to and with all persons who may purchase any of the lots in said subdivision that all lots in said subdivision are subject to the following easements, restrictions, conditions, covenants and agreements which are hereby binding on Proprietors and on all purchasers, legal representatives, heirs, successors, grantees and assigns and shall attach to and run with the land. No trailers, boats, ice shanties or such other items of unrelated residential equipment will be allowed on the premises unless approved by written consent of the Proprietors.
- 3) **EASEMENTS:** Easements and rights of way are expressly reserved for all public utility functions as presently recorded by Detroit Edison Co. in Liber 2918 on page 201, Oakland County Register of Deeds. Easements are also reserved in and over strips of land 6 feet in width along side lot lines, and wherever it may be deemed necessary by the Proprietors for installing drains, sewers, poles, wires and conduits. Such easements and rights of way which shall include the right to trim or remove trees may be for the following purposes: For the erections, construction and maintenance of drains, poles, wires, pipes and conduits and the necessary or proper attachments in connection therewith for the transmission of electricity and for telephone, gas, heat or other purposes, or any other public or quasi-public utility or function; and shall have the right to assign such easements wholly or in part to any person, firm or corporation furnishing any such service.

- 4) RESTRICTIONS: It is the intent of the Proprietors that restrictions hereinafter set forth are for the benefit of the Proprietors and all purchasers of lots within the confines of "Rochdale" and shall attach to and run with all the land platted as "Rochdale."
- 5) OCCUPANCY: Premises shall not be occupied for any other purposes other than a private dwelling house and not more than one single residence shall be permitted on each lot.
- 6) BUSINESS: No manufacturing, commercial or other enterprise for profits shall be maintained upon, in front of, or in connection with any lot nor shall any lot be used for other than strictly residential purposes. However, lots number 10, 11, 12, 13, 14, and 15 are expressly reserved for a future shopping center.
- 7) SIGNS: No signs, poster, billboards or placards for any purpose whatever shall be erected or placed in or upon the premises without consent of the Proprietors.
- 8) LIVESTOCK: No animals, pigeons or livestock shall be harbored or maintained on the premises excepting ordinary house pets, without the written consent of the Proprietors. House pets shall not be kept on a commercial basis.
- 9) ASHES, LITTER: No ashes, liter, boxes, crates, lumber, paper, tools, machinery or any other unsightly articles shall be thrown or left upon the ground.
- 10) GARBAGE DISPOSAL: Garbage and other refuse or rubbish of any sort shall be disposed of in an inoffensive, odorless, and sanitary manner to prevent any nuisance being created by unsanitary or offensive accumulations.
- 11) SUBDIVISION: No lot shall be subdivided for any purpose whatsoever, and no portion less than the whole of any lot shall be sold, leased or assigned without the written consent of the Proprietors.
- 12) OBJECTIONABLE DWELLING: No trailer, basement, tent, shack, garage or other outbuilding in the subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

13) BUILDING ON LOT: The number of buildings on any lot shall be limited to the following: The house, a garage attached to, deleted or detached from the house, and one other one- story building not exceeding 400 square feet in area. Any other arrangement must be approved by the Proprietors.

14) HOUSES: No house shall exceed two stories in height. Two- story houses shall have a minimum floor area of 1,350 square feet. One story or 1-½ story and split- level houses shall have a minimum ground floor area of 1,350 square feet. The areas shall not compute areas of utility rooms, porches, terraces or attached garages. Houses must have attached garages. All deviations from this must be approved by the Proprietors.

15) BUILDING CONSTRUCTION: House, garage and utility buildings must be constructed of new materials, and exteriors finished in brick, stone, painted wood or other materials approved in writing by the Proprietors. Rolled roofing or diamond shape roofing shall not be used on any pitched roof. All structures shall conform to minimum requirements of the Housing Law of Michigan. No building shall be closer than 65 feet to the street or highway right of way, with the exception of corner lots and such other lots as approved in writing by the Proprietors feel may be more advantageously plotted. Any deviation from the above mentioned 65 feet requirement shall first be submitted to the Proprietors, and written approval obtained. No building shall be closer than 15 feet to side and rear property line, deleted and detached garages and utility building not closer than 10 feet.

16) SEWAGE: All sewage shall be put through an approved septic tank and drainage. Sewage disposal systems shall comply with the statutes of the State of Michigan and to the codes of the Township of Avon and County of Oakland. No outside toilets shall be erected upon the premises. All outside oil tanks shall be buried.

17) APPROVAL OF PLANS AND SPECIFICATIONS: No house, garages, utility buildings or fences or additions thereto shall be constructed and used on the premises, unless the design, specifications and placements on said lot has been approved in writing by the Proprietors. Purchasers shall furnish two sets of blue prints and specifications to the Proprietors before building.

18) These covenants and restrictions shall run with the land and shall be binding on the Proprietors and all the parties and all persons claiming under them until January 1, 1980, at which time said covenants and restrictions shall terminate. However, the restrictions herein contain or any portion thereof may be executed for additional periods of time by an agreement signed and executed by 50 per cent or more of the owners of the lots in said subdivision, said agreements to be duly executed, witnessed, and acknowledged so that it may be recorded. Any or all of the rights and powers, title easements and estates reserved or given to the Proprietors in this declaration may be assigned to any corporation or association composed of 50 per cent or more of the owners of the property in said subdivision that will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such rights and powers. Such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by Proprietors, the Proprietors thereupon being released there from. When 1/3 of the lots in said plat have been sold by the Proprietors, a Corporation or Association of the owners of lots in said plat may be formed, which shall assume said rights, powers, duties and obligations and carry out and perform the same and the Proprietors thereupon shall be released.

IN WITNESS WHEREOF, the said Proprietors have hereunto set their hands and seals this thirteenth day of July 1957AD.

Signed and sealed in the presence of;

Clarence J. Cadieux

Wayne Y. Holeman, President- Rochdale Assoc

Fay C. Cadieux

Winthrop M. Voorheis, Secretary- Rochdale Assoc