

**Agreement Re-Adopting and Amending
Building and Use Restrictions**

Rochdale Subdivision: a subdivision in the East ½ of Section 16, Town 3 North, Range 11 East Avon Township, (now the City of Rochester Hills), Oakland County, Michigan, according to the Plat thereof as recorded in Liber 67 of Plats on Page 17, Oakland County Records.

WHEREAS, it is the desire of the undersigned, representing more than 50 percent of the owners of the lots in the subdivision, to re-adopt and amend the indenture of Building and Use Restrictions recorded in Liber 2991, Page 366 and in Liber 3697, Page 157, and in Liber 7698, Page 756 and in Liber 33994, Page 609, Oakland County Records Michigan.

WHEREAS, the above-described indenture of Building and Use Restrictions and Amendments provided that the covenants and restrictions contained therein may be amended by an agreement signed and executed by 50 percent or more of the Owners of the lots in said subdivision.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, the term of said Indenture of Building and Use Restrictions is hereby re-adopted for a period of time to extend until expressly revoked by a like vote of the Owners of more than 50 percent of the lots in the said subdivision.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, the above-described Indenture of Building and Use Restrictions is hereby amended as follows:

- A. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until terminated as provided above, unless by a vote of a majority of the Owners of the lots, it is agreed to change said covenants in whole or in part. Any such change in the provisions of this Indenture shall be evidenced by the recording in the proper office of record of an instrument in writing executed by a majority of the then Owners of the lots stipulating what said changes are.

- B. There shall be granted to the current Board of Directors at any point in time while these Building and Use Restrictions remain in effect, the right to claim a lien against any property, the present owners of which have approved the adoption of these Building and Use Restrictions or which property has been purchased after the recording of these Restrictions and on which the annual dues of the Rochdale Association remain unpaid at the end of the calendar year for which the said dues are assessed, plus any penalty which shall attach under the By- laws of the Rochdale Association to the unpaid dues. The Board of Directors may prepare and record an appropriate statement of lien against said delinquent property, and shall serve a copy of said lien on the property owner within 10 days of the recording thereof. A proof of service of said lien on the property owner shall also be prepared and recorded.

RESTRICTIONS:

EASEMENTS:

Easements and rights of way are expressly reserved for all public utility functions as presently recorded by Detroit Edison Co. in Liber 67 of Plats, Page 17 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 Utility companies 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 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.

OTHER RESTRICTIONS:

It is the intent of the Property Owners that restrictions hereinafter set forth are for the benefit of the Property Owners and all purchasers of Lots within the confines of "Rochdale" and shall attach to and run with all the land platted as "Rochdale."

Occupancy: Premises shall not be occupied for any purpose other than a private dwelling house and not more than one single residence shall be permitted on each lot.

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. This Section is to be interpreted to mean the conducting of a business which has a visual or audible impact on the residents of the subdivision such as commercial traffic, inventory storage, audible machinery or equipment and sign advertising the carrying on of a commercial enterprise.

Signs: No signs, posters, billboards or placards for any purposes whatever shall be erected or placed in or upon the premises without the consent of the Board of Directors. However, small lawn signs promoting candidates for public office and signs placed on lawns by service companies during the performance of their work may be placed in accordance with the ordinances of the city of Rochester Hills and removed as required by those ordinances. Signs advertising the home for sale may also be placed in conformity with the ordinances of the city of Rochester Hills.

Livestock: The raising, keeping or maintaining of livestock, poultry, and the like, is strictly prohibited, except that dogs, cats or house pets of like character may be kept or maintained as such on the premises, so long as such keeping or maintaining does not constitute a neighborhood nuisance. No animals in any case shall be kept on a commercial basis.

Ashes/ Litter: No lot shall be used or maintained as a dumping ground for rubbish. No ashes, litter, boxes, crates, lumber, paper, tools, machinery or any unsightly articles shall be thrown or left upon the ground.

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.

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 Board of Directors.

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.

Building on Lot: The number of buildings on any lot shall be limited to the following: The house, a garage attached to or detached from the house, and one other one- story utility building not to exceed 576 square feet in area.

Houses: No house shall exceed two stories in height. Two- story houses shall have a minimum floor area of 1,000 square feet. One- story or 1-½ story houses shall have a minimum ground floor area of 1,100

square feet. The computation of these area limitations shall not include the areas of the utility rooms, porches, terraces or an attached garage.

Building Construction/ Approval of Plans and Specifications: It is understood that the purpose of this paragraph is to insure that the Subdivision continues to exist as a beautiful, harmonious, private and single-family residential area.

No building, fence, wall or other structure shall be commenced, erected or maintained on any lot nor shall any addition, change or alteration therein be made, except interior alterations, until plans and specifications showing the nature, kind, shape, height, materials, color scheme, location on the lot and the grading plan on the lot, including grade elevations of the buildings or structure to be built shall have been submitted to and approved in writing by the Rochdale Homeowners Association Board of Directors, and a copy thereof as finally approved, lodged permanently with the Board. The Board shall have the right to refuse approval of any such plans or specifications or grading plans which are not suitable or desirable in its opinion for aesthetic or other reasons. In so passing upon such plans, specifications and grading plans, it shall have the right to take into consideration suitability of the proposed buildings or other structure to be built on the site, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from adjacent or neighboring property. Approval shall not be unreasonably withheld.

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 Board of Directors. 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 Board of Directors. No building shall be closer than 15 feet to side and rear property line and detached garages and utility building not closer than 10 feet. In every case, the lot set-backs shall conform to the ordinances of the City of Rochester Hills.

Fences: The construction of any perimeter fence is expressly prohibited. No fence, wall or any other type of barrier shall be erected on any lot. Fences erected immediately adjacent to and parallel with the property lot lines for the purpose of enclosing the yard at the perimeter are expressly prohibited. All dog runs, kennels or other types of animal enclosures or pens are prohibited. Fences, walls or barriers mandated by Federal, State or Local government for public safety or security shall be limited to the minimum size needed to conform to such law. Privacy walls attached to the rear of a house around a porch, patio or a hot tub are limited to six (6') feet in height and must be located within the area created by extending lines from the sidewalls of the house to a maximum of fourteen (14') feet from the rear wall of the house. Plans for any fence or wall, including government mandates must be submitted to the Rochdale Association Board of Directors for approval prior to any construction.

Sewage: All sewage shall be put through an approved septic tank and drainage field or public disposal system. Sewage disposal systems shall comply with the statutes of the State of Michigan and to the codes of the Township of Avon (now the city of Rochester Hills) and County of Oakland. No outside toilets shall be erected upon the premises. All outside oil tanks shall be buried.

Vehicles, Equipment & RV's: No inoperable, junked or wrecked vehicles shall be parked on any portion of the properties other than inside a fully enclosed garage. Regular parking of any vehicle on a grass or unpaved area is strictly prohibited.

Recreation vehicles: No Recreation vehicles (RV), including but not limited to boats, campers, motorhomes, travel trailers, or any utility trailer with more than one axle, shall be parked, stored, maintained, or constructed on any lot or street.

Equipment: No other equipment, including but not limited to All Terrain Vehicles (ATV's), lawn mowing equipment, and snow removal equipment shall be stored on the property except within a fully enclosed garage or shed.

Enforcement: The Board of Directors shall be empowered to exercise all authorities and obligations delegated to the Rochdale Homeowners Association in the Building & Use Restrictions including the commencement of a civil action in the Oakland County Circuit Court against any person or persons violating or attempting to violate any covenant or restrictions for the purpose of restraining violations and to recover damages. In any such proceeding where the Rochdale Homeowner's Association prevails including any proceeding initiated by an Owner against the Association, the Association shall be entitled to recover its actual damages and all of its costs incurred in the prosecution of the action including reasonable attorneys' fees. In addition to the judgment rights otherwise available to the Association, the damages awarded by the Court shall constitute a lien against the lot owned by the member found to be liable.

The Rochdale Homeowners Association along with its Board of Directors, its successors or assigns, shall not be liable for damages to any person submitting plans for approval or to any owner or owners of land covered by this instrument by reason of mistake in judgment, negligence or non-feasance of itself, its agents or employees arising out of or in connection with the approval or disapproval or failure to approve any plans or specifications, the enforcing or failure to enforce any of the restrictions herein contained, or the doing or failure to do any act which the Grantor is empowered to perform hereunder.

Failure to enforce any of the covenants herein shall in no event be deemed a waiver of the right to do so thereafter, as to the same breach or as to a breach occurring prior or subsequent thereto.

Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions, which shall remain in full force and effect.

Associated costs of placing the lien shall be added to the lien and full payment shall be required prior to issuance of a discharge of lien.

Any restrictions on the use of this property contained in the original Building and Use Restrictions recorded in Liber 2991, page 366, in Liber 3697, page 157, in Liber 7698, page 756, and in Liber 33994, page 609, which have not been previously amended or repeated here are hereby incorporated by reference and re-adopted.