

Declaration of Deed Restrictions
Recorded April 20, 1960
Liber 4068, Pages 522-531

1. THIS AGREEMENT, made this 24th day of August, 1958 by and between RIVERDALE CORPORATION, a Michigan Corporation, of Wayne County, Michigan, Party of the First Part and ANDREW A CISARUK, Party of the Second Part

WITNESSETH that:

2. WHEREAS, the party of the first part owns certain land contracts dated December 31, 1957, between Glen F. Allen and Lerah Allen, his wife, as Seller and Andrew A. Cisaruk, Stephen G. Lucky and George Zivkovich, Trustees for future corporation, as Purchaser, Parcel 1 and between Josephine Perry, as Seller, and Andrew A. Cisaruk, Stephen G. Lucky and George Zivkovich, Trustees for future corporation, as Purchaser, Parcel 2, and the said land contracts being with respect to the following:

Land in the Township of White Lake, Oakland County, Michigan, described as

Parcel 1. Part of Southwest 1/4 of Section 24, Town 3 North, Range 8 East, Michigan, described as: Commencing at the South 1/4 post of said Section 24; thence extending South 89° 28' 00" West 568.00 feet; thence North 00° 32' 00" West 217.80 feet, thence South 89° 28' 00" West 400.00 feet; thence South 00° 32' East 217.80 feet; thence South 89° 28' 00" West 1259.02 feet; thence North 00° 30' 00" East 217.83 feet; thence South 89° 28' 00" West 400.00 feet; thence North 00° 30' 00" East 811.07 feet to a point on the South bank of the Huron River, thence along a line on the South bank of said river the following courses and distances; North 48° 11' East 178.43 feet; North 81° 10' East 133.28 feet; North 47° 30' East 517.20 feet; North 84° 16' East 86.36 feet; South 34° 54' East 143.13 feet; South 08° 22' East 174.21 feet; South 52° 10' East 68.75 feet; North 76° 46' East 171.04 feet; North 54° 53' East 160.04 feet; North 60° 12' East 98.19 feet; North 11° 29' 30" East 185.70 feet; North 35° 57' 30" East 111.39 feet; South 30° 49' 30" East 130.34 feet; South 69° 44' 30" East 110.76 feet; South 88° 04' 30" East 270.63 feet; North 00° 32' East 327.20 feet; North 79° 45' East 135.10 feet; South 23° 36' East 170.10 feet; North 81° 11' East 140.78 feet; North 39° 12' East 118.76 feet; North 64° 04' East 249.20 feet; South 44° 54' East 202.58 feet to the North/South 1/4 line; thence South 00° 26' 41" East 1737.27 feet to the point of beginning.

Parcel 2. The West 1/4 of the Northeast 1/4 of the South-east 1/4 of Section 24, also the West 1/2 of the Southeast 1/4 of Section 24, except the South 217.80 feet of the East 400 feet of the West 1035 feet thereof.

(Part of the above parcels 1 and 2 has been platted into Riverdale subdivision, a part of the South 1/2 of Section 24, Town 3 North, Range 8 East., White Lake Township, Oakland County, Michigan, as recorded in Liber 95 of Plats, Pages 18 and 19, Oakland County Records.)

Excluded from these restrictions is Lot #6, Riverdale Subdivision, a part of the South 1/2 of Section 24, Town 3 North, Range 8 East, White Lake Township, Oakland County, Michigan, as recorded in Liber 95, on Pages 18 and 19 of Plats, Oakland County Records.

3. WHEREAS, said aforementioned land contracts contain the following clauses:
- (a) Seller agrees to join with Purchaser in platting of said premises...
 - (b) Seller agrees to join with Purchaser in the execution of any restriction agreement prepared by the Purchaser. . .
 - (c) At such time as a plat of the premises (or any portion thereof) shall have been approved and placed on record, Seller will convey any platted lot to the Purchaser upon receipt of a certain sum. . ."

the Sellers, Party of the second Part, of said land contracts join in the establishment of these restrictions as is set forth herein, for the respective portion of the entire area described above.

4. WHEREAS, it is the intent and purpose of the parties hereto to subdivide and plat said land in lots and subject all of said lots to certain building restrictions, conditions, obligations, reservations, rights, powers and charges as hereinafter set forth, and

5. THEREFORE, each for a valuable consideration and in consideration of the agreements of the other and of the plan and purpose of said subdivision and to the end that they may be restricted in their use so that they will develop into a residential community of the highest type and in order to make said building restrictions, conditions, obligations, reservations, rights, powers and charges binding and of full force and effect on all of the said lots and upon the present and future owners and occupants of the same, the parties hereto have agreed to enter in this Agreement, whereby they agree that each and every of said lots shall, when conveyed, be conveyed subject to and charged with all the building restrictions, conditions, obligations, reservations, rights, powers and charges set forth in this Agreement and the record of this instrument in the Register of Deeds' Office of Oakland County, Michigan, shall be notice to all Purchasers.
6. All of the said lots shall be used for private residence purposes only and no building of any kind whatsoever shall be erected, re-erected, or maintained thereon, except private dwelling houses, each dwelling being designed and erected for occupation by a single private family and private garages for the sole use of the respective owners or occupants of the lots upon which such garage are erected, exception applies only for lots on Elizabeth Lake Road where the multiple housing sites may be zoned.
7. No building, fence, wall, sea wall, piling or other structures shall be commenced, erected or maintained nor shall any addition to or change or alteration therein be made, except interior alterations, until one complete copy of the plans and specifications showing the nature, kind, shape, height, and materials, color scheme location on lot an approximate cost of such structure and the grading plan (topography and landscaping included) of the lot to be built upon, which have been submitted to and approved in writing by the Party of the First Part or their duly authorized agent and a copy thereof, as finally approved, lodged permanently with said Party of the First Part, at 19689 Conant, Detroit 34, Michigan, c/o Stephen G. Lucky, or at such other address as may be specified upon written notice thereof to the party of the Second Part.

At the time said plans and specifications are submitted to the Party of the First Part, said Party of the First Part shall also receive from the person, firm or corporation submitting said plans, the sum of \$25.00 which shall constitute the compensation to the Party of the First Part or their duly authorized agent for the time and effort expended in the study and examination of said plans and specifications, Said Party of the First Part shall have the right to refuse to approve any such plans or specifications or grading plan (including topography and landscaping) which are not suitable or desirable in the opinion for aesthetic or other reasons; and in so passing upon such plans, specifications and grading plans (including topography and landscaping) they shall have the right to take into consideration the suitability of the proposed building or other structure to be built to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structures as planned on the outlook from the adjacent or neighboring property. It is understood and agreed that the purpose of this paragraph is to - insure the development of the subdivision into a beautiful; harmonious, exclusive, private residential section. The Party of the First Part shall have fifteen days after said plans and specifications have been submitted to them or their duly authorized agent to either approve or disapprove same, and shall be entitled to retain said sum of \$25.00 without regard to whether they approve or disapprove said plans and specifications.

8. Until the dwelling house is first erected and completed on any of the lots in said subdivision, no other building structure or structures shall be erected thereon, except buildings used in connection with construction and the sales office of the Party of the First Part, and their successors or assigns.
9. In addition to the foregoing restrictions, the following specific restrictions and requirements shall apply to all dwellings erected on lots that possess water frontage:
 - (a) No dwelling shall be erected upon a lot that has less than 54 feet of water frontage and a lot area of less than 11,000 square feet.
 - (b) No structure or structures of any kind whatsoever, except as hereinafter set forth in Paragraph 9 (c) hereof, shall be placed or erected at a distance of 30 feet from the lake line as designated on the plat.
 - (c) All such dwellings shall front toward adjacent road and no garage shall be erected on any of such lakefront lots unless it is attached to the dwelling thereon, and such garage shall not exceed one story in height. No walls or overhangs of any kind whatsoever of any building erected on any of such lots shall be at a lesser distance than 10 feet from one side line and 5 feet from the other side line of said lot.
 - (d) All dwellings erected on said water frontage lots shall contain a floor area of at least 1200 square feet exclusive of garage and shall have ceiling heights of at least 8 feet.

10. All of the lots in Riverdale Subdivision which do not possess water frontage shall be subject to the following specific restrictions and requirements with respect to dwellings to be erected thereon:
 - (a) No dwelling shall be erected on any lot which has a width of less than 75 feet and a total area of less than 11,000 square feet.
 - (b) No structure or structures of any kind whatsoever shall be placed or erected at a distance of less than 20 feet from the front lot line.
 - (c) The line of the subdivision street abutting each of said lots, shall be deemed the front line of said lot and all such dwellings shall face said front line. No walls or overhangs of any kind whatsoever of any building erected on any of such lots shall be at a lesser distance than 10 feet from one side line and 5 feet from the other side line of any of said lot.
 - (d) All dwellings erected on said lots shall contain a ground floor living area of at least 1200 square feet exclusive of garage areas and shall have ceiling heights of at least 8 feet.
 - (e) No garage shall be erected on any of such lots unless it is attached to the dwelling thereon and such garage shall not exceed one story in height.
11. Any of the said lots in said subdivision, when released, may be used by, but not limited to, the Party of the First Part, or their designees, when necessary or advisable for community purposes, such as the drilling of a well and erection and operation of a tank and pumping plant, the dredging of canals, the maintaining of lots, the maintaining of a beach; etc.
12. The exterior of all buildings erected in said subdivision shall be completed within 9 months from the date of beginning of construction.
13. No outside toilet shall be erected or maintained in said subdivision and all plumbing in dwellings and garages shall be connected to septic tanks the overflow from which shall not be allowed to flow into any canal, roadside ditch or lake. The septic tank shall not be less than seven hundred fifty (750) gallons capacity and conform to minimum standards of Michigan Department of Health, Bureau of Engineering, Plan of Sewage Disposal System.
14. No house trailer, trailer, coach, tent or temporary shelter including fishing shanty, shall be parked, placed, erected or occupied on said premises, except an unoccupied trailer or fishing shanty may be totally stored in a garage thereon.
15. No trees or dirt shall be removed from any part or portion of said premises without written consent of the First party or its authorized agent.
16. No waste or destruction of any kind may be committed nor shall any nuisance be permitted on said premises. No animals, birds, or reptiles shall be kept on any lot in this subdivision, except that dogs, cats and small birds (generally kept in cages) kept as domestic pets, shall be permitted in the subdivision.
17. No part of this subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. The Party of the Second Part covenants to dispose of all garbage by means of an approved mechanical disposal unit and all garbage, trash and other waste shall be disposed of at regular intervals either by an approved incinerator or by arrangement for removal thereof from the premises to a public dump or other point of disposal. If such disposition is by removal from the premises, such removal shall take place at least twice each month. Trash, rubbish or other waste, pending removal, shall be kept in sanitary containers and shall not be kept in front of any dwelling or in any other place which the Party of the First Part deem detrimental to the appearance of health of the community.
18. No road traversing or abutting said premises shall be used in such a manner as to injure the same or the rights of any lot owner or lot owners or others entitled to the use thereof, as hereinabove specified, nor shall any commercial vehicle be parked on any of said roads.
19. Easements and rights-of-way are hereby reserved until expressly released or modified by appropriate written instrument signed and acknowledged by the Party of the First Part in and over the rear 10 feet of each of said lots and also over a strip of land 5 feet in width over the side lot lines wherever it may be deemed necessary by the Party of the First Part for the installation or maintenance of telephone or electric poles, lines or conduits, or sewer, drain, gas or water lines or any other service deemed necessary or advisable. The Party of the First Part shall have the right to assign the use of said easement to any person, firm or corporation furnishing such service. Any damage to trees, shrubs, lawn or fences accruing from such installation or maintenance shall be promptly repaired as near as may be by the person, firm or corporation furnishing the service being installed or maintained.

20. All of the said lots except such as may be held or set aside for the use and benefit of the property owners in said subdivision, shall be subject to an annual ("annual" shall mean the period July 1 through the following June 30) maintenance charge of a sum not greater than .20 per front foot for all lots commencing July 1, 1958, and at such rate for each year thereafter as may be determined by the Party of the First Part, or the said Improvement Association for the purpose of creating a fund to be known as the Maintenance Fund, and to be paid by the respective owners of the said lots to the Party of the First Part, or the said Improvement Association, annually in advance, on the first day of July in each year. For the purpose of determining said maintenance Charge on corner lots, the frontage thereof shall be one half the sum of the front and rear lot lines, plus 30 percent thereof. Said annual charge may be adjusted from year to year by the Party of the First Part hereto, or the said Improvement Association, but in no event shall such charge be more than doubled, except by the approval and consent in writing of the owners of at least 75 percent of lots in said plat, which approval and consent shall make any such additional assessment binding upon all of the owners of property in said plat; provided however, that land contract owners shall have no obligation to contribute to said Maintenance Fund.
21. Said Maintenance Fund shall be used for such of the following purposes as the Party of the First Part hereto or the said Improvement Association shall determine necessary and advisable. For lighting, sanitation, improving and maintaining roadways, parks and beaches of said property; for collecting and disposing of garbage, ashes and rubbish; for employing night watchmen; for caring for vacant property; for removing or cutting grass or weeds; for constructing, purchasing, maintaining or operating any community service or for doing any other service necessary or advisable in the opinion of the First Party or the said Improvement Association for keeping the property neat or in good order; and to the enforcement of these building restrictions, conditions, obligations, reservations, rights, powers and charges.
22. A beach area for the use of the owners of non-water frontage lots in this subdivision shall be maintained. Lot 87 of this subdivision shall initially constitute the beach area, provided, however, that a beach area of similar size as Lot 87, may at any time be substituted by the Party of the First Part for said Lot 87, subject to the provisions of Paragraph 11.
23. The erection of any new building structures authorized as provided in this contract, and the re-erection, rebuilding or repair of any of such structures damaged by fire or casualty, shall be pushed to completion as rapidly as possible, and should the owner leave such buildings in an incomplete condition for a period of ten months, then the said Party of the First Part or the said Improvement Association are hereby authorized and empowered either to tear down and clear from the premises the uncompleted portion of such structures, or to complete the same, at their discretion, and in either event, the expense incurred shall be charge against the land and against the owner's interest therein and shall be a lien upon said land, premises and interest.
24. It is expressly agreed that the maintenance fund charge referred to herein including any expenses incurred in removing or completing any building in accordance with the preceding paragraph, shall be lien and encumbrance on the land with respect to which said charges are made and it is expressly agreed that upon becoming a land contract purchaser or fee-simple titleholder of any of said lots, the owner("owner" is herewith defined as either the land contract purchaser or fee-simple titleholder other than the Party of the First Part of any of the lots in said subdivision) from the time of acquiring said land contract purchaser's interest or fee-simple title thereto, shall be held to have covenanted and agreed to pay to the First Party or said Improvement Association all charges provided for herein which were then due and unpaid to the time of his acquiring said land contract purchaser's interest or fee-simple title and all such charges thereafter falling due during his ownership thereof. A certificate in writing signed by the Parties of the First Part hereto or their duly authorized agent shall be given on demand to any owner liable for said charges setting forth the status of such charges, which certificate shall be binding on the said Party of the First Part or said Improvement Association.
25. By his acceptance of a land contract purchaser's interest or fee- simple title, each owner shall be held to vest in the Party of the First Part or said Improvement Association the right and power in its own name to take and prosecute all suits, legal, equitable or otherwise, which may in the opinion of the Party of the First Part or said Improvement Association, be necessary or advisable for the collection of such charges.
26. Violation of any condition or restriction or breach of and covenant herein contained shall give the Party of the First Part, or said Improvement Association, or the owner or owners of legal or equitable interest in any property in Riverdale Subdivision subject to these restrictions, in addition to all other remedies, the right to enter upon the land as to which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection or other violation that may be or exist thereon contrary to the intent and provisions thereof; and the Party of the First Part, or said Improvement Association, or the owner or owners of any property in Riverdale Subdivision subject to these restrictions, shall not thereby become liable in any manner for trespass, abatement or removal.

27. All of the restrictions, conditions, covenants, charges, easements and agreements herein contained shall be for a period of 25 years from August 1, 1959, and shall automatically be continued thereafter for successive periods of 15 years each; provided, however, that the owners of the fee-simple title of 2/3 or more of the lots in said plat or plats may release all or part of said lots from all or any portion of these restrictions, at the end of this first 25 year period, or .any successive 15 year period thereafter by executing and acknowledging an appropriate agreement, or agreements, in writing, for such purposes and filing the same for record in the office of the Register of Deeds of Oakland County, Michigan, at least 1 year prior to the expiration of this first 25 year period, or of any 15 year period thereafter.
28. It is further mutually agreed that the foregoing agreements, conditions and restrictions shall constitute negative restrictive covenants and shall be considered an easement and servitude in and upon the said premises and every part thereof, and that they shall run with the land, and shall inure to the benefit of and be binding upon and enforceable by all original purchasers and subsequent grantees of said premises, or any part thereof, their respective legal representatives, heirs, successors, and assigns, and further, that failure by said First Party, or said Improvement Association, or by any owner to enforce any building restrictions, conditions, obligations, reservations, rights, powers and charges herein contained, shall in no event be deemed a waiver of the right to do s o thereafter as to the same breach, or as to a breech occurring prior or subsequent thereto.
29. Any or all of the rights, powers and obligations, title, easements and estates reserved or given to the First Party in this agreement may be assigned to any corporation or association composed of owners of one-half or more of the lots 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 and be subject to the same obligations and duties as are given herein to and assumed by the Party of the First Part hereto, and the Party of the First Part hereto thereupon being released therefrom. When three-fourths of the lots in said plat or plats have been sold by the Party of the First Part hereto, a corporation or association of the owners of lots in said plat or plats shall be formed which shall assume said rights, powers, duties and obligations and carry out and perform the same and the Party of the First Part hereto thereupon shall be released. Such corporation or association, when formed, may by a majority vote, combine with any other corporation or association of owners of lots in any other adjacent subdivision, and the resultant corporation or association shall have all of the rights, powers, duties and obligations hereby given to the corporation or association first described in this paragraph.
30. If the Party of the First Part default on any of the terms and conditions of the land contract, set forth m Paragraph 2 hereof, and the property reverts to Glen F. Allen and Lerah Allen, his wife, and the Estate of Josephine Perry, and shall succeed to all of the rights and obligations of the First Party as provided herein.