

This Indenture, Made this 15th day of October in the year of our Lord one thousand nine hundred and forty-six

Between V. Nelle Bradshaw of 14542 Montrose Avenue - Detroit 27, Michigan

part Y of the first part,

and John Dean Ellis and Anne R. Ellis, his wife of 570 Ten Mile Road, Farmington, Michigan

part 1a of the second part.

Witnesseth, that the said part Y of the first part, for and in consideration of the sum of One Dollar and other good and valuable considerations,

to her in hand paid by the said part 1a of the second part, the receipt whereof is hereby confessed and acknowledged, do by these presents, grant, bargain, sell, remise, release, alien and confirm unto said part 1a of the second part, and their heirs and assigns, Forever, all that certain piece or parcel of land situate and being in the Township of Farmington county of Oakland and state of Michigan,

and described as follows, to wit: Lot #12 Woodbine Subdivision of part of the South-west 1/4 of Section 24, Town 1 North, Range 9 East, described as follows:

Beginning at a point on the North line of 10 Mile Road (120.00 feet wide) which is due North 60.00 feet and due West 320.80 feet from the South 1/4 corner of Section 24, thence continuing along the North line of 10 Mile Road due West 225.70 feet to a point, thence on a curve to the right whose radius is 550.00 feet and external angle is 58 degrees 12 minutes 30 seconds 386.72 feet to a point, the long cord of this curve bears North 19 degrees 06 minutes 10 seconds East 360.00 feet, thence South 51 degrees, 28 minutes East 155.28 feet to a point, thence due South 247.50 feet to the place of beginning.

SUBJECT TO EXISTING ZONING ORDINANCES AND FOLLOWING ATTACHED RESTRICTIONS:

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WOODBINE SUBDIVISION -- RESTRICTIONS

1. All of the lots shall be used for private residence purposes only, ~~except that the building on lot #146 may be used for apple storage purposes;~~ 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 plots upon which such garages are erected. Said garages may have living quarters in connection for use of servants of the owner. Such other outbuildings may be erected in such manner and location as the owners or their representatives may permit in writing.

2. Only one such dwelling shall be built on each of the said lots, ~~and no building shall be erected nearer than 60 ft. to the front lot line nor nearer than 15 ft. to the side or rear lot lines except by express written consent of first parties.~~ ^{except on lot #146 where two such dwellings can be erected.} When two (2) or more lots are held in one ownership and a residence is built thereon in compliance with the restrictions as set forth in this agreement, and the said owner desires to build said residence upon the lot line between said lots, or nearer thereto than these restrictions allow, then the side line building restriction as set forth herein may be ignored, but in such instance the lots, the side line restriction on which has been ignored, shall be considered thereafter as one lot for the purpose of these building restrictions.

which has been ignored, shall be considered inapplicable as one lot for the purpose of these building restrictions.

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3. Neither the whole nor any part of the premises shall be at any time let, leased, rented to or permitted to be occupied by any person or persons other than Gentiles of the Caucasian race, except that this covenant shall not prevent occupancy by domestic servants of a different race or nationally employed by an owner or tenant.

4. No refuse pile or other unsightly or objectionable feature shall be allowed on any of said lots unless the same shall be properly concealed.

5. No building, septic tank, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition to or change or alteration therein be made, except interior alterations, until the plans and specifications, prepared by a competent architect, showing the nature, kind, shape, height and materials, color scheme, location on lot and approximate cost of such structure and the grading plan of the lot to be built upon shall have been submitted to and approved in writing by the first parties or their authorized agent, and a copy thereof as finally approved, lodged permanently with said parties. Said parties shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable in its opinion for aesthetic or other reasons; and in so passing upon such plans, specifications and grading plan, it 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 as planned on the outlook from the adjacent or neighboring property. It being understood and agreed that the purpose of this paragraph is to cause the plat to develop into a beautiful, harmonious private residence section, and if a disagreement on the points set forth in this paragraph should arise, the decision of the first parties shall control.

However, in the event the first parties or their agents have failed to approve or disapprove such plans and location within thirty days after the same shall have been submitted, then such approval will not be required, provided the plans and location on the lot conform to or are in harmony with existing structures in the tract and these restrictions.

In any case either with or without such approval no dwelling shall be permitted on any lot in the tract unless the ground floor area thereof shall be not less than 1000 square feet in a one story building, nor less than 800 feet in a 1-1/2 or 2 story building, and the cubical content thereof not less than 12,500 cubic feet measured from the bottom of the first floor joists.

6. Septic tanks for the proper and sanitary disposal of sewage shall be installed for each residence building. No septic tank shall be constructed nearer than 30 feet to the boundary line of any lot. No septic tank or means of sewage disposal shall be installed until approved and permitted by the State Board of Health or by other lawfully constituted and authorized public health authority having jurisdiction.

7. No sign or billboard shall be placed or maintained on any residence lot, except that one sign advertising the lot or house and lot for sale or lease, and having not more than three square feet of surface and the top of which shall be three feet or less above the ground, may be erected and maintained on any of said lots. Such other signs may be erected and maintained as are permitted in writing by the first parties or the Improvement Association.

8. No chickens, other fowl, or live stock shall be kept or harbored on any of the said lots except by written consent of the first parties hereto, which consent may be revoked by the said first parties hereto at any time by giving thirty days' written notice to the occupant of the lot and mailing a copy thereof to the last known address of the holder of the fee title of the lot.

9. Easements and rights of way are hereby reserved in and over the rear ~~10~~ ¹² feet of each of the said lots and also over a strip of land 5 feet in width along the side lot line, wherever it it may be deemed necessary by the parties of the first part for the installation or maintenance of telephone or electric poles, lines or conduits, or sewer, gas or water mains, or any other service deemed necessary or advisable by the party of the first part or a majority of said lot owners. The first parties hereto 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, lawns 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.

10. Violation of any restriction or condition or breach of any covenant or agreement herein contained shall give the first parties, in addition to all other remedies, the right to enter upon the land upon or as to which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provision hereof, and the first parties shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

11. All of the restrictions, conditions, covenants, charges, easements and agreements contained herein shall be for a period of twenty-five (25) years from January 1st, 1946 and shall automatically be continued thereafter for successive periods of twenty-five (25) years each; provided, however, that the owners of the fee simple title of 75% or more of the lots in said plat may release all or part of said lots from all or any portion of these restrictions, at the end of this first twenty-five (25) year period, or any successive twenty-five (25) 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 for Oakland County, Michigan, at least five (5) years prior to the expiration of this first twenty-five (25) year period, or of any twenty-five (25) year period thereafter.

12. Any or all of the rights and powers, title, easements and estates reserved or given to the first parties in this agreement may be assigned to any Corporation or Association composed of the owners of property in said plat. 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 such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as herein given to and assumed by the first party, the first parties thereupon being release therefrom.

OAKLAND COUNTY TREASURER'S CERTIFICATE

No. X Pontiac, Mich. Oct 22 1956
I HEREBY CERTIFY that there are no TAX LIENS or TAXES due by the State of Ind Individual against the within described, or TAXES on same are paid for five years previous to the date of instrument, as appears by the records in this office except as stated.
Charles A. Sparks
Charles A. Sparks, County Treasurer

For your safety and protection, close all:

for real estate titles.

Together with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining: To have and to hold the said premises, as herein described, with the appurtenances unto the said part leaf of the second part, and to their heirs and assigns, Forever; and the said V. Nelle Bradshaw part v of the first part for her self and her heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said part leaf of the second part their heirs and assigns, that at the time of the ensembling and delivery of these presents she is well seized of the above-granted premises in fee simple; that they are free from all incumbrances whatsoever except such, if any, as are excepted from the covenant following, and that she will, and her

