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DECLARATION OF RESTRICTIONS FOR
STILL MEADOW SUBDIVISION

THIS INSTRUMENT entered into this 14th day of APRIL 1954, between EDWARDS-SENNETT REALTY COMPANY, a Michigan corporation, with its principal offices at 55 West Maple Road, Birmingham, Michigan, and those parties who may hereafter become owners of parcels of land in Still Meadow Subdivision;

W I T N E S S E T H:

WHEREAS, EDWARDS-SENNETT REALTY COMPANY is a land contractor and purchaser of the following subdivision:

Still Meadow Subdivision of part of the East 1/2 of the Northeast 1/4 of Section 16, Town 2 North, Range 10 East, Bloomfield Township, Oakland County, Michigan, according to the Plat thereof recorded in Liber 71 of Plats, page 18, of the Records of the Oakland County Register of Deeds Office;

and

WHEREAS, EDWARDS-SENNETT REALTY COMPANY proposes to sell and convey parcels of land in said subdivision to persons yet not ascertained, each of which parcels is intended to be used as a building site for single-family dwelling purposes and is to be subject to the building and use restrictions and to the easements hereinafter set forth; and

WHEREAS, it is the desire of EDWARDS-SENNETT REALTY COMPANY to impose said restrictions and easements upon said subdivision and upon each and every part thereof for the mutual benefit of all owners of parcels of land in said subdivision and their respective legal representatives, heirs, successors

and assigns, and it is the intention of EDWARDS-SENNETT REALTY COMPANY, by reference to this document, to hereafter incorporate all of said restrictions and easements in all purchase agreements and deeds covering land in said Still Meadow Subdivision;

NOW, THEREFORE, EDWARDS-SENNETT REALTY COMPANY hereby establishes the following restrictions and easements which shall be applicable to said Still Meadow Subdivision and each and every part thereof:

1. Each lot in said subdivision and the buildings thereon shall be used for private residence purposes only, and no building shall be moved onto any portion of said subdivision.

2. Only one single-family private residence building shall be erected and maintained on each lot, and such building shall have a main or ground floor area of not less than One Thousand Six Hundred Fifty (1,650) square feet; provided that a dwelling having floors at more than one level may and shall have finished living areas of not less than One Thousand (1,000) square feet on the first floor and not less than Eight Hundred Fifty (850) square feet on the second floor. The aforementioned areas shall be exclusive of the garage, porch, breezeway, terrace and basement. A garage for not less than two (2) cars may be erected and the garage must be attached to and form part of the residence building.

3. Every residence building located on any parcel of land in said subdivision shall front on the street on which said parcel abuts and where such parcel abuts on more than one street, the residence building may front on either street at

the option of the owner and with the approval of EDWARDS-BENNETT REALTY COMPANY; provided, however, in such case the rear and street sides of such residence building shall be architecturally designed and constructed so as to have a desirable, artistic or front appearance on both front, rear and street sides of buildings, so as not to have an undesirable outlook from any adjoining or nearby lot, and provided further that no part of such residence building or projection thereof shall overlap any building lines, as hereinafter designated and provided.

4. All buildings must be within the minimum building lines as here described:

NOT nearer than forty (40) feet from the roadway which said lot faces;

NOT nearer than sixteen (16) feet from either side line of said lot;

NOT nearer than twenty (20) feet from rear line of said lot;

with the exception that, where a garage opens toward the side of the lot, the garage must not be nearer than thirty (30) feet to the side line, except on Lots 2, 3, 4, 7, 9, 10, 22, 23, 24, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75 and 76, where distance from the side line will be determined at time of plot approval.

In the event that EDWARDS-BENNETT REALTY COMPANY sells any parcel of land which comprises more than one (1) lot or which includes a fractional portion or portions of one or more lots, EDWARDS-BENNETT REALTY COMPANY may enter into a written agreement with the purchaser of said parcel whereby the aforementioned distances shall be measured from the boundary lines of said parcel and not from the lot lines thereof.

5. No buildings, temporary or otherwise, shall be used for residence purposes previous to the completion of the

residence building on any parcel of land in this subdivision. All buildings erected on any such parcel must be completed within one (1) year from date of building permit unless permission for a longer time is granted by EDWARDS-SENNETT REALTY COMPANY. No part or portion of the buildings erected on any such parcel shall be occupied or used for living quarters until all of the buildings erected thereon are completed.

6. All sewage shall be disposed of through an oversized septic tank system of standard form and construction. Said septic tank system and the flow of any drainage therefrom shall be subject to the written approval of EDWARDS-SENNETT REALTY COMPANY.

7. Every owner shall promptly dispose of all his refuse and garbage so that it will not be objectionable to neighboring property owners. No outside storage for refuse or garbage or outside incinerator shall be maintained or used. Each residence shall be equipped with a garbage disposal unit installed inside the dwelling house and operated by electricity, gas, or similar power or fuel.

8. No fence shall be erected in front of any residence building or front building line as herein established, and no side line fence shall extend beyond the front of said building or line. Fences erected on the rear or side lot lines shall not be more than four (4) feet in height, and shall not be constructed of plain boards (latticed fences, or the like, or brick or stone fences, none of which shall exceed three (3) feet in height, shall be permitted) but shall be of such character as to permit a clear, unobstructed view. Fences erected on corner lots shall not be

placed, constructed, or extended nearer any road than the lot building lines or residence buildings or garages.

9. Easements are hereby reserved for road drainage, electric light and power, and other public utility purposes, the exact location of which are shown on the recorded plat of "Still Meadow" Subdivision. Such other easements are hereby reserved to enter upon the premises, if necessary, to construct, operate and maintain any other public improvements, whether under or above ground, all pipes, poles, wires, etc., to be placed on the lot lines wherever possible and practicable. Cross-ways may be cut where necessary for said public utility purposes.

10. The raising, keeping or maintaining of livestock, poultry and the like, on the above described premises specified for residential use, is strictly prohibited, except that dogs, cats and pets of like character, may be kept or maintained as long as they do not constitute a neighborhood nuisance on the premises when such keeping or maintaining does not constitute a neighborhood nuisance.

11. No signs, posters, billboards or other advertising devices or symbols shall be erected or displayed in the subdivision except any buildings or fences therein, except "For Sale" signs which are less than six (6) square feet in area, advertising a single residence, and except that signs of larger size may be erected and displayed by EDWARDS-SENNETT REALTY COMPANY, advertising the subdivision.

12. No shed, butterfly or flat roofs will be allowed except those approved by EDWARDS-SENNETT REALTY COMPANY for possible additions or similar additions.

13. The following materials shall not be used in the finished exterior of any building in said subdivision: stucco, log construction, yellow brick, unpainted sand lime brick, unpainted concrete block, or unpainted cinder block or unpainted cinder brick, or any material which EDWARDS-SENNETT REALTY COMPANY under paragraph 14, hereof may consider unsuitable for the use proposed.

14. No building shall be erected, altered or permitted to remain upon the restricted premises unless said building shall have been designed by a registered architect and unless the construction plans and specifications and a plot plan showing location and grades of buildings, septic tank and drainage field, shall have been signed by such designing architect and shall have been submitted in duplicate to EDWARDS-SENNETT REALTY COMPANY, who shall retain duplicate, and shall have been approved in writing by EDWARDS-SENNETT REALTY COMPANY as to compliance in all respects with the restrictions set forth in this indenture and as to external design, external materials, harmony of external design and materials with existing structures and with the character of the neighborhood, and to the location of buildings, septic tank and drainage field. Submitted construction plans must show color scheme that will be used on exterior. EDWARDS-SENNETT REALTY COMPANY shall submit all such constructions plans and specifications and plot plans to a registered architect designated by it for such purpose, and shall approve the same only if the same shall be approved by such designated architect as to all said matters of design and materials. The certificate of approval by EDWARDS-SENNETT REALTY COMPANY shall be satisfactory

prima facie evidence of approval by a registered architect designated by EDWARDS-SENNETT REALTY COMPANY. The restrictions set forth in other paragraphs hereof shall be deemed to prescribe minimum requirements only and shall not be construed as precluding EDWARDS-SENNETT REALTY COMPANY from establishing more rigid standards in determining whether or not the construction plans and specifications and plot plan shall in any instance be approved or disapproved.

15. At any time after the sale by EDWARDS-SENNETT REALTY COMPANY of three-fourths (3/4) of the area of the restricted premises (execution of an executory land contract of sale constituting a sale for the purpose of this paragraph), EDWARDS-SENNETT REALTY COMPANY may (but it need not) appoint and constitute an association of building lot owners (including purchasers on executory land contracts) organized for this purpose, or for this and other purposes, to exercise all or any further rights and duties of supervision, control and approval in connection with these restrictions which are reserved to be vested in EDWARDS-SENNETT REALTY COMPANY by this indenture. Upon the execution and recording of appropriate instrument of appointment by EDWARDS-SENNETT REALTY COMPANY, all its said last mentioned rights and duties shall be vested in such association, and such association shall thereupon have and exercise the same and EDWARDS-SENNETT REALTY COMPANY shall be fully released and discharged from further obligations and responsibility in connection therewith.

16. In the event any part or provision of the restrictions contained in this indenture should be held ineffective

or invalid for any reason by waiver, judgment, decree or other court order, or otherwise, all other parts and provisions of these restrictions shall nevertheless remain in full force and effect.

17. The foregoing restrictions and easements shall run with the land and shall bind and inure to the benefit of EDWARDS-SENNETT REALTY COMPANY and all purchasers and grantees of any parcel or parcels of land in said subdivision and their respective successors, representatives, heirs and assigns.

IN WITNESS WHEREOF, EDWARDS-SENNETT REALTY COMPANY has caused its corporate name to be hereunto subscribed by its officers thereunto duly authorized so to do and its corporate seal to be hereunto affixed all as of the day and year first above written.

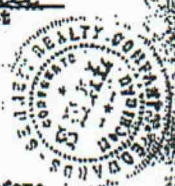
Signed, Sealed and Delivered in Presence of:

John G. Chiara
John G. Chiara
Lawrence S. Gibb
Lawrence S. Gibb

EDWARDS-SENNETT REALTY COMPANY

By James A. Edwards
James A. Edwards
President
And Marjorie R. Sennett
Marjorie R. Sennett
Vice-President

STATE OF MICHIGAN }
COUNTY OF Calhoun } SS.



On this 16 day of April A.D. 1954, before me personally appeared JAMES A. EDWARDS and MARJORIE R. SENNETT to me personally known, who being by me sworn, did each for himself say that they are respectively the President and Vice-President of EDWARDS-SENNETT REALTY COMPANY, the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors;

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and said JAMES A. EDWARDS and MARJORIE R. BENNETT acknowledged
said instrument to be the free act and deed of said corporation.

John G. Chivers

John G. Chivers
Notary Public, *Michigan*
County, Michigan.

My Commission expires *July 25 1956*

Still Meadow Subdivision.

Agreement and Release.
Liber 4444, pages 125-127, O.C.R.
Not dated.
Acknowledged November 23, 1960.
Recorded December 22, 1960.
Register No. 62708.

The Undersigned, Hilda E. Ruhl, Edwards-Sennett Realty Company, a Michigan corporation, and National Investment Co., a Michigan corporation, for \$1.00 and other good and valuable considerations, receipt whereof is acknowledged, and in consideration of the mutual releases herein contained, do hereby agree as follows:

1. This agreement relates to Declaration of Restrictions dated April 16, 1954, recorded in Liber 3130, page 562, Oakland County Records, covering land in the Township of Bloomfield, Oakland County, Michigan, described as:

Still Meadow Subdivision, of part of the east half of the northeast quarter of Section 16, town 2 north, range 10 east, Bloomfield Township, Oakland County, Michigan, according to the plat thereof, recorded in Liber 71 of Plats, page 18, Oakland County Records.

2. The parties hereto do hereby amend said restrictions to eliminate therefrom paragraph 6 as therein contained, and to substitute therefor the following paragraph:

"6. All sewage shall be disposed of through such sewers as may be available, or if no sewer is available, then through an oversized septic tank system of standard form and construction. Said septic tank system and the flow of any drainage therefrom shall be subject to the written approval of National Investment Co., a Michigan corporation, its successors or assigns."

3. The parties hereto do hereby mutually release, assign and set over unto each other all of their right to and interest in said paragraph 6 of said restrictions, except as hereby amended.

4. Paragraph 2 of said Declaration of Restrictions is hereby amended to provide that Lots 1, 2, 74, 75, 76 and 77 of said subdivision may be used for any purpose allowed by the Bloomfield Township zoning ordinance in effect at any time and covering said property, and that all other provisions of said Declaration of Restrictions which would properly relate only to residences shall not relate to said lots if used for other than residence purposes in conformity herewith.

5. Said Declaration of Restrictions as hereby amended in all other respects is hereby ratified, confirmed and adopted.

6. This agreement is binding upon the parties hereto, their heirs, successors, personal representatives and assigns.

Edwards-Sennett Realty Company signed and acknowledged by Mary Lee Edwards, President and Marjorie M. Sennett, Secretary.
Executed by authority of its Board of Directors. Corporate Seal.

National Investment Co. signed and acknowledged by Edward H. Emery, Vice President and Stephen C. Miller, Assistant Secretary.
Executed by authority of its Board of Directors. Corporate Seal.

Hilda E. Ruhl, a single woman,
William F. Sennett, James A.
Edwards, and Still Meadow
Corporation, a Michigan
Corporation

Agreement.
Liber 4170, pages 565-568, O.C.R.
Dated February 17, 1961.
Acknowledged February 17, 1961.
Recorded March 24, 1961.
Register No. 13779.

as to
Lots 2, 26, 27, 28, 42, 43,
52, 53, 54, 65, 74, 75, 76 and
77, Still Meadow Subdivision of
part of the east half of the
northeast quarter of Section 16,
town 2 north, range 10 east,
according to the plat thereof
recorded in Liber 71 of Plats,
page 18, Oakland County Records.

This document is a reproduction, in whole or in part, of a document recorded in the public records of the State of Michigan, and is not to be used as evidence in any court of law.

The parties hereto do hereby establish and reserve, grant and convey unto Still Meadow Corporation, a Michigan corporation, its successors and assigns forever, easements for drainage, electric light and power and other public utilities, described as follows:

1. A strip of land 12' wide, being 6' on each side of a line described as beginning at the most northerly corner of Lot 28 and running southwesterly to a point on the west lot line of Lot 28, 60.0' southeasterly from the northwest corner of Lot 28.
2. A strip of land 12' wide, being 6' on each side of a line described as beginning at a point on the westerly lot line of Lot 28, 60.0' southeasterly from the northwest corner of Lot 28 and running southeasterly 30' along the westerly lot line of Lot 28.
3. A strip of land 12' wide, being 6' on each side of a line described as beginning at a point on the easterly lot line of Lot 27, 60' southeasterly of the northeast corner of said lot and running westerly to a point on the west lot line of Lot 27, 28' from the northwest corner of said lot.
4. A strip of land 12' wide, being 6' on each side of a line described as beginning at a point on the east lot line of Lot 53, 65.75' northerly from the southeast corner of said lot, thence northwesterly to the northerly lot line of said lot to a point 70.03' westerly along lot line from the northeast corner of Lot 53.
5. A strip of land 12' wide, being 6' on each side of a line described as beginning at a point on the east lot line of Lot 52, 65' northwesterly from the southeast corner of said lot, thence westerly to a point on the west lot line, 65.75' northerly from the southwest corner of said lot,

together with an easement of ingress and egress where necessary to construct, operate and maintain improvements in connection therewith.

The said Hilda E. Ruhl, William F. Sennett, James A. Edwards, and Still Meadow Corporation quit claim and extinguish forever all right, title and interest in and to the following described easements heretofore reserved in Declaration of Restrictions dated April 16, 1954, recorded in Liber 3130, page 562, Oakland County Records, and shown upon the recorded plat of "Still Meadow", to-wit:

1. Six (6) foot easements along the southerly lot line of Lot 26 and along the northerly lot lines of Lots 27 and 28, extending from the easterly line of Lakewood Court to the intersection of Lots 26, 28 and 29.
2. Six (6) foot easements along the westerly lot line of Lot 52 and along the easterly lot line of Lot 53, extending from Burning Tree Drive to a point distant therefrom 129.25 feet from the southerly line of Burning Tree Drive.
3. Six (6) foot easements along the southerly lines of Lots 52 and

Date: Thu, 31 Jan 2008 12:29:56 -0500

To: "John OHara" <John_OHara@edwardrose.com>

-----Original Message-----

From: Berry, Beth
Sent: Thursday, January 31, 2008 11:57 AM
To: Bishop, Amy
Subject: RE: Scanned image from AR-M550N

Ok, than the only thing that covers Lot 69, is the original BU in 3130-562.

Everything else covers other lots.
No easements or rights of ways on Lot 69.

Beth Berry, Title Source, Inc. Abstracting Team

Troy Title Plant
Phone: (248) 458-6019
Direct Fax: (734) 805-4106
Email: bethberry@titlesourceinc.com
Fax: (248) 458-6022

-----Original Message-----

From: Bishop, Amy
Sent: Thursday, January 31, 2008 11:54 AM
To: Berry, Beth
Subject: RE: Scanned image from AR-M550N

Lot 69.

-----Original Message-----

From: Berry, Beth
Sent: Thursday, January 31, 2008 11:49 AM
To: Bishop, Amy
Subject: RE: Scanned image from AR-M550N

3130-562 is BU's and 4144-125 is listed as Amendment to BU's
4170-565 and 5155-94 are listed as Agreements.

There are Easements and Right of Ways, but to get them I would need to know what Lot you are looking at, because there are a few of them.

Beth Berry, Title Source, Inc. Abstracting Team

Troy Title Plant
Phone: (248) 458-6019
Direct Fax: (734) 805-4106
Email: bethberry@titlesourceinc.com
Fax: (248) 458-6022

-----Original Message-----

From: Bishop, Amy
Sent: Thursday, January 31, 2008 11:45 AM
To: Berry, Beth
Subject: FW: Scanned image from AR-M550N

Thanks for your help. Is this the only agreement, liber 5166, page 94?
Or, are there others? You have 3 other references. Are the others,