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THIS USE AND BUILDING RESTRICTION AGREEMENT, made this 17th day of June, 1957, by and between THE TROWBRIDGE FARMS COMPANY, a Michigan corporation, party of the first part and BRADWAY INVESTMENT COMPANY, a Michigan corporation, party of the second part, witnesseth as follows:

WHEREAS, the party of the first part hereto is the owner of Lots Numbered FIFTY NINE (59) to SIXTY EIGHT (68), both inclusive, and the party of the second part hereto is the owner of Lots Numbered SIXTY NINE (69) to SEVENTY EIGHT (78), both inclusive, all of Trowbridge Farms No. 1, a Subdivision of part of the Northeast one-quarter (NE $\frac{1}{4}$) of Section 23, Town 2 North, Range 10 East, Bloomfield Township, Oakland County, Michigan, according to the plat thereof as recorded in Liber 86, Page 18, Oakland County records.

AND WHEREAS, the parties hereto in order to carry out their intention of having the said subdivision develop into a residential community of the highest type, desire that all the land included therein and all the present and future occupants thereof shall be subject to binding restrictions, conditions, obligations, reservations, easements and charges comparable to those covering the property lying northerly of said subdivision and known as Trowbridge Farms Subdivision, which restrictions, conditions, obligations, reservations, easements and charges are administered by the first party hereto.

NOW THEREFORE, in consideration of the premises and each in consideration of the agreement of the other, the parties hereto mutually agree for themselves, their successors and assigns as follows:

- (1) All lots in said Plat shall be used for private residence purposes only, and no building of any kind whatsoever shall be erected or maintained thereon except private dwelling-houses, each dwelling being designed and erected for occupation by a single private family. Such outbuildings may be erected in such manner and location as the first party hereto may permit, in writing. It is specifically understood and agreed however, that the parties hereto or either of them, may maintain at some suitable point on the property such buildings and equipment as may be necessary or advisable for community purposes and for use in the proper development, care and maintenance of the property.
- (2) Only one such dwelling shall be built on each of the lots in said plat.
- (3) No temporary buildings, servants' houses, stables, or garages or other buildings shall be used for residence purposes previous to the completion

Ret Jackson Broadway Co
1100 Michigan Bldg
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of a dwelling-house on the same lot in accordance with these restrictions, without the written consent of the first party hereto, which in no instance shall be given for a longer period than twelve (12) months.

(4) No building, fence, wall or other structure shall be commenced, erected, or maintained, nor shall any addition to or change or alterations therein be made, except interior alterations, until the plans and specifications showing the nature, kind, shape, height, and materials, color scheme, location on lot, and approximate cost of such structure or such alterations, and the grading plan of the lot to be built upon shall have been submitted to and approved in writing by the first party hereto and a copy thereof, as finally approved, lodged permanently with it. The said first party 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 thereof with the surroundings and the effect of the building or other structure 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.

(5) No chickens, cows, pigs, horses or other fowl or live stock shall be kept or harbored in said subdivision except by written consent of the first party hereto, which consent may be revoked by it at any time by giving thirty(30) days' written notice to the holder of the fee title of the lot.

(6) Easements and rights-of-way are hereby expressly reserved to the first party hereto in and over the rear ten (10) feet of each lot shown on said plat, and also in and over the strips of land six (6) feet in width along each side of side lot lines wherever it may be deemed necessary or advisable by the said first party for the construction, reconstruction, removal replacement, operation, maintenance and repair of drains, sewers, pipes, mains, conduits, wires, poles and all other necessary equipment and attachments for the transmission of electricity, for communication, for sewers and drainage, gas,

heat, water, or any other public or quasi-public utility or function deemed necessary or advisable by said first party for the use and benefit of property owners in the subdivision. The said first party shall have the right to assign such easement wholly or in part, to any person, firm or corporation or municipal corporation furnishing any of said services to the property in this subdivision.

(7) All the land included in said subdivision, whether owned by the parties hereto or by others, except streets and land taken or sold for public improvements or uses, shall be subject to an annual maintenance charge at such a rate as may be determined by the first party hereto for each year hereafter, for the purpose of creating a fund, to be known as the Maintenance Fund, to be paid by the respective owners of the lots to the said first party, annually in advance, on the 1st day of January in each year following such determination. Such annual charge may be adjusted from year to year by the first party hereto as the needs of the property may, in its judgement require, but in no event shall such charge be raised above \$20.00 per acre, except by the approval and consent in writing of the owners of 60% of the lots in said subdivision, which approval and consent shall make ^{each} any additional assessment binding upon all of the property in said subdivision.

(8) The parties hereto agree to pay their proper proportion into said fund for the land owned by them on January 1st of each year for which a charge has been assessed.

(9) The first party hereto agrees to apply the total fund arising from said charge as far as the same may be sufficient, towards the payment of any so-called Maintenance Expenses incurred for any of the following purposes:

For lighting, improving and maintaining the streets maintained for the general use of owners and occupants of land in the subdivision, including all grass and planted areas within the boundaries of such streets, and for the care of the trees planted along and within the roadways; for operating and maintaining any stormwater drains or sewers now or hereafter constructed in said subdivision; for collecting and disposing of garbage, ashes and rubbish, etc; for employing policemen and watchmen and for fire protection; for caring for vacant and unimproved land in said subdivision, removing the grass and weeds therefrom, and doing any other thing necessary or desirable, in the opinion of the said first party, to keep the property neat and in good order, or which,

in the opinion of the said first party, may be of general benefit to the owners or occupants of the land included in said subdivision; for expenses incident to the examination and approval of plans as herein provided, and to the enforcement of the restrictions, conditions, covenants, easements, charges and agreements herein contained; for taxes and assessments, if any, that may be levied by any public authority upon any street or park, or other property now or hereafter existing or established for the general use of the owners of land in said subdivision.

(10) Said first party may handle jointly the funds collected, or advanced or borrowed by it against future collections under Paragraph (7) above with funds accruing under the similar paragraph of the said "Use and Building Restrictions Agreement" covering Trowbridge Farms Subdivision, provided the funds so joined represent collections at the same assessment rate, and for the same assessment period in both subdivisions.

(11) No lot in Trowbridge Farms Subdivision No. 1, shall pay for maintenance more than the established rate per acre by reason of the fact that part of such lot was subject to the "Use and Building Restrictions Agreement" for Trowbridge Farms Subdivision. It is intended hereby to release that part of Trowbridge Farms Subdivision, which is included in Trowbridge Farms No. 1, from all liability for maintenance charges assessed under said Trowbridge Farms Subdivision Agreement, but if maintenance charges have been collected under said Agreement from such land, the maintenance charges assessed hereunder for any year against said land shall be reduced by an amount equal to such payment of Trowbridge Farms Subdivision maintenance charges for that year.

(12) The erection of any structures authorized as provided in this agreement, and the re-erection, re-building or repairing of any of such structures damaged by fire or other casualty, shall be pushed to completion as rapidly as possible, and should the owner leave such building in an incomplete condition for a period of nine months, then the first party hereto is hereby authorized and empowered if it should so desire, either to wreck and clear from the premises the uncompleted portion of such structures, or to complete the same, at its discretion, and ⁱⁿ either event the expense incurred shall be charged against the Purchaser's interest in the premises and shall be a lien upon said land, with interest thereon until paid.

(13) It is expressly agreed that the Maintenance charges referred to herein, including any expenses incurred in removing or completing buildings in accordance with the preceding paragraph, shall be held to be liens or encumbrances on the land with respect to which said charges are made, and it is expressly stated that by the acceptance of title to any of the land included in Trowbridge Farms No. 1, the owner from the time of acquiring title thereto, shall be held to have covenanted and agreed to pay to the said first party hereto all charges provided for herein, due and unpaid at the time of his acquiring title, in respect of the land acquired and all such charges thereafter falling due while he shall hold title of record. A certificate, in writing signed by the said first party hereto, shall be given on demand to any owner liable for said charge, or prospective owner, setting forth the status of such charges.

(14) By his acceptance of title each owner shall be held to vest in the said first party hereto the right and power, in its own name, to take and prosecute all actions or suits, legal, equitable or otherwise, which may, in its opinion be necessary or advisable for the collection of such charges or liens incurred as aforesaid.

(15) Violation of any restriction or condition or breach of any covenant or agreement herein contained shall give the said first party hereto, 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 provisions hereof, and the said first party hereto shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

(16) The provisions herein contained shall run with and bind the land and shall inure to the benefit of and be enforceable by the said first party hereto or the owner of any land included in said tract, their respective legal representatives, heirs, successors and assigns, and failure by the said first party hereto or any land owner to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequently thereto.

(17) All of the restrictions, conditions, covenants, charges, easements and agreements contained herein shall be for a period of thirty-eight (38) years from January 1st, 1957, 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 fifteen (15) 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 thirty-eight (38) year period, or any successive twenty-five (25) year period thereafter by executing and acknowledging an appropriate agreement, or agreements, in writing, for such purpose, 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 thirty-eight (38) year period, or of any twenty-five (25) year period thereafter.

(18) Any or all of the rights and powers, title, easements, and estates reserved or given to the first party hereto in this instrument may be assigned to any Corporation or Association composed of one-half or more of the owners of property in said Trowbridge Farms No. 1, or in the area comprising Trowbridge Farms Subdivision and Trowbridge Farms No. 1, that will agree to assume said rights, powers, and the administration of these "Use and Building Restrictions". 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 agreement. Such assignee or transferee shall thereupon have the same rights and powers as are herein given to the said first party hereto, the said first party hereto thereupon being relieved therefrom. Any time after three-fourths of the lots in Trowbridge Farms No. 1 or in the area comprising Trowbridge Farms Subdivision and Trowbridge Farms No. 1 have been sold by the parties hereto, the said first party hereto may notify the owners of lots therein of its desire to be relieved from administration of this "Use and Building Restriction Agreement", and request them to form an incorporated association which shall assume said rights, powers, and administration, and six (6) months after said notification, said first party shall be entirely relieved herefrom, except that said first party shall be obligated to assign said rights, powers, and administration to such association when so requested by it.

IN WITNESS WHEREOF the parties hereto have cause these presents to be signed and sealed by their duly authorized officers, all on the date first above written.

Signed, sealed and delivered in the presence of:

E. A. Thomas
E. A. Thomas
H. A. Robertson
H. A. Robertson

TROWBRIDGE FARMS COMPANY
BY: Judson Bradley
Judson Bradley, Its President
John W. Hoag, Jr.
John W. Hoag, Jr. Its Secretary

E. A. Thomas
E. A. Thomas
H. A. Robertson
H. A. Robertson

BRADWAY INVESTMENT COMPANY
BY: Judson Bradley
Judson Bradley, Its President
John W. Hoag, Jr.
John W. Hoag, Jr. Its Secretary

STATE OF MICHIGAN }
COUNTY OF WAYNE } ss

On this 17th day of June, A. D. 1957, before me, a Notary Public in and for said County, personally appeared JUDSON BRADWAY, to me known to be the President, and JOHN W. HOAG, JR., to me known to be the Secretary, respectively of TROWBRIDGE FARMS COMPANY, who executed the within instrument and caused the seal of TROWBRIDGE FARMS COMPANY to be hereunto affixed, and acknowledged the execution to be their free act and deed as such President and Secretary, and the free act and deed of said corporation, by them, its duly authorized officers for the execution of said instrument.

Ella A. Thomas
Ella A. Thomas
Notary Public, Wayne County, Michigan
My commission expires March 25th, 1960

STATE OF MICHIGAN }
COUNTY OF WAYNE } ss

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Ella A. Thomas
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My commission expires March 25th, 1960

RECORDED
BY
COUNTY CLERK
MICHIGAN
CORP

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Ella A. Thomas
Ella A. Thomas
Notary Public, Wayne County, Michigan
My commission expires March 25th, 1960