

LIBER 355 PAGES 81-86
OAKLAND COUNTY RECORD

This Deed and Agreement, made this first day of June, 1920, by and between The Trowbridge Farms Company (hereinafter called the Company), a Michigan Corporation, with offices in Detroit, Michigan, party of the first part and Charles S. Glenn and Catherine Mason. Glenn, his wife, of Detroit, Wayne County, Michigan (hereinafter call the Purchasers), parties of the second part.

Whereas, the Company owns a tract of land lying in Bloomfield Township, Oakland County, Michigan, Which it has caused to be platted into parcels, as shown on the plat recorded in Liber 16, page 37, and hereby made a part hereof.

Whereas, the Purchasers are desirous of purchasing Lot 23 according to said Plat and are desirous of cooperating with the Company for the purpose of making the covenants agreements, easements, restrictions, conditions and charges, hereinafter set out, binding alike upon the Company, its successors and assigns, and upon the Purchasers, their heirs, executors, administrators and assigns, and upon all of the land in said plat.

Whereas, in order to make said covenants agreements, easements, restrictions, conditions and charges binding and of full force and effect on all the land included in said tract and upon the present and future owners and occupants of the same, the Company and the purchasers have agreed to enter in to this Deed and Agreement , whereby the Company and the Purchasers agree that each and every lot shown in said plat shall when conveyed be conveyed subject to and charged with all the covenants, agreements, easements, restrictions, conditions and charges set forth in this instrument.

Now, therefore, this deed and agreement witnesseth. That for and in consideration of the premises and the sum of One Dollar (\$1.00) and other good and valuable considerations in hand paid by the Purchasers to the Company, the receipt whereof is hereby acknowledged, and the performance of the covenants, agreements, and conditions hereinafter set out, the parties hereto do hereby agree as follows:

The Company does hereby grant and convey unto the Purchasers subject to the covenants, agreements, easements, restrictions, conditions and charges hereinafter set out, Lot 23 in the Trowbridge Farms Subdivision, located in the S.E. ¼ of Section 14, and the S.W. ¼ of Section 13 and the N.E. ¼ of Section 23, T. 2 N. R. 10 E. Bloomfield Township, Oakland County, Michigan, according to the plat thereof as recorded in Liber 16, page 37, Oakland County Records.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining: To Have and To Hold, the above granted property unto the Purchasers, their heirs and assigns, forever in fee simple, and subject however to the following covenants, agreements, conditions, easements, restrictions, and charges which it is hereby covenanted and agreed shall be binding upon the Company, its successors and assigns, and upon the Purchasers, their heirs, executors, administrators, and assigns, and upon all the land included in said tract.

The word "Roadway" as used in this Deed is intended to mean any one of the highways so shown in said recorded plat as Woodward Avenue, Trowbridge Road, Burnham Road, Canterbury Drive, Eton Cross, and Kensington Road.

LIBER 355 PAGES 81-86
OAKLAND COUNTY RECORD

A "front roadway" shall as to any lot except a corner lot, be deemed the widest roadway upon which the particular lot abuts. A corner lot shall be deemed to front on the roadway upon which it has its smallest frontage, except in cases where the Company shall designate in its Deed of conveyance, the street on which such corner lot shall thereafter be considered as fronting.

The word "Plat" as used in this Deed is intended to mean all the land shown on and included in the plat as recorded in Liber 16, Page 37, Oakland County Records.

All lots in said Plat, except as herein specifically mentioned, shall be used for private residence purposes only, and no building of any kind whatsoever shall be erected or maintained there on except 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 Company may permit, in writing.

No dwelling-house shall be erected or moved upon lots 2 to 35, both inclusive, or upon lots 39 to 50, both inclusive, the cost of which exclusive of outbuildings or lot improvements shall be less than Ten Thousand (\$10,000.00) Dollars, nor on lots 1, 36, 37, 38, 51, to 58, both inclusive, the cost of which, exclusive of outbuildings or lot improvements, shall be less than Seven Thousand Five Hundred (\$7,500.00) Dollars.

Only one such dwelling house shall be built on each of the lots in said plat, except that on lots 5, 12, 31, 39, 46, 47, and 55, the Company may by so stating in their Deed of conveyance, allow two such dwelling houses to be constructed subject in all other particulars to all of the restrictions, reservations, charges, conditions and agreements herein set forth.

It is agreed that lots 57 and 58 together with part of lot 95 of Bloomfield Estates Subdivision of parts of Sections 23 and 24, Bloomfield Township, Oakland county, Michigan, are to compose one lot and are to be thus treated in this instrument, and that the balance of said lot 95, Bloomfield Estates Subdivision and Lot 56 shall compose one lot for the purpose of this instrument.

It is specifically understood and agreed, however, that Lot One (1) or a portion thereof of said Plat may be used for a suburban depot or waiting room for trains giving service to and from Detroit, and may upon the consent in writing of the owners of two-thirds of the lots in The Trowbridge Farms plat be used for a high-class restaurant, combination drug store, ice cream parlor and candy shop, sub-post office station or express company station, purposes. All other conditions, reservations, charges and agreements, shall apply the same as to the other lots. And provided further that the Company may maintain at some suitable point on the property such buildings and equipment as may be necessary or advisable for use in the proper development, care and maintenance of the property. And provided further, that on one of the lots 1, 2, 3, 4, or 36 a lodge house, to be occupied by a caretaker or watchman, and for the general convenience of lot owners in said plat, may be erected.

LIBER 355 PAGES 81-86
OAKLAND COUNTY RECORD

No temporary buildings, servants' houses, stables, or garages or other buildings shall be used for residence purposes, previous to the completion of a dwelling-house on said lot in accordance with these restrictions, without the written consent of the Company, which in no instance shall be given for a longer period than twelve (12) months.

No dwelling or other building shall be set within 25 feet of the side lot lines of any lot, except the southeasterly lot line of Lot One and the northerly lot line of Lots Three, Twelve, and Fourteen.

On lots 26, 14, 15 no garage or other outbuilding, unless said building be a part of the private residence, shall be built or maintained within 75 feet of roadway line of said plat.

On lots 2 to 13, both inclusive, 16 to 25, both inclusive, lot 27, 30 to 50, both inclusive, 54 to 58, both inclusive, no garage or other outbuilding, unless said garage be a part of this private residence, shall be built or maintained within 150 feet of the roadway line of said plat.

On lot 13, no building shall be erected within 50 feet from the lot line between Lots 13 and 14, except on the northerly 100 feet thereof.

All buildings which may be erected on the lots in said plat shall be located as indicated on the planting and house location map, a copy of which is on file in the office of the Company, subject to inspection and a copy of which shall be attached to each abstract, or such buildings may be erected in such other location on the lot as may be desired by the owner provided such other location shall first have been approved in writing by the party of the first part hereto.

No building, fence, wall or other structure shall be commenced, erected or maintained, or shall any addition to or change or alteration 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 and the grading plan of the lot to be built upon shall have been submitted to and approved in writing by the Company and a copy thereof, as finally approved, lodged permanently with the Company. The Company shall have the right to refuse to approve any such plans or specifications of 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 the paragraph is to cause the plat to develop into a beautiful, harmonious private residence section, and that the Company shall not be arbitrary in its decisions, and if a disagreement on the points set forth in this paragraph shall arise, the Company agrees to submit the same to arbitration by competent architects in the usual manner.

Easements, and rights-of-way are hereby expressly reserved in and over the rear six (6) feet of each lot, shown on the said plat and also in and over the strips of land six (6) feet in width along side lot lines wherever it may be deemed necessary by the Company to use the same in installing drains, poles, wires, pipes, and conduits, such easements and rights-of-way may be for the following purposes:

LIBER 355 PAGES 81-86
OAKLAND COUNTY RECORD

For the erection, 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, and other purposes, or any other public or quasi-public utility or function, and shall have the right to assign such easement wholly or in part, to any person, firm or corporation furnishing any such service.

No building shall be commenced on said property until complete plans and specifications for the construction of a septic tank and filter bed have been submitted to and approved in writing by the Company. Said plans shall show the location on the lot and the elevation and grade plan of said tank. Said septic tanks may drain into the ground by the sub-irrigation system, or into the storm water drains, where available, now installed on the property at the option of the Company. No connection shall be made to said roadway drain without the written consent of the Company and only one connection shall be made for each lot which shall be by the following method only: A catch basin at least fifteen inches in diameter shall be constructed into which all private lot drains shall empty, said catch basin to be connected with the main roadway drain by one line of sewer crock with tight joints. Said catch basin shall extend at least two (2) feet below the outlet or inlet and the outlet shall be protected by a trap. All lot drains, septic tanks, catch basins and connections with roadway drains shall be subject to inspection by the Company at all times during construction. The purchaser hereby agrees for himself, his heirs and assigns, that he will not suffer to be emptied into said catch basin any solid matter of any description. The Company shall have the right to inspect the working of the septic tank and drainage system of any lot, at any time, and to demand the immediate correction of any defect therein.

All the land included in said plat, whether owned by the Company or by others, except streets and parks maintained for the general use of owners of land included in said tract, and except land taken or sold for public improvements or uses, shall be subject to an annual maintenance charge at the rate of \$10.00 per acre for each of the two (2) years commencing with January 1st, 1921, and at such a rate as may be determined by the Company or the Improvement Association which may hereafter be formed as provided herein, for each year thereafter, for the purpose of creating a fund, to be known as the Maintenance Fund, to be paid by the respective owners of the land included in said tract to the Company annually, in advance, on the 1st day of January in each year, commencing with January 1st, 1921.

Said annual charge may be adjusted from year to year, after 1922, by the Company, or the Improvement Association, as the needs of the property may, in its judgment, 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 75% of the lots in said Plat which approval and consent shall make any such additional assessment binding upon all the owners of property in said Plat.

The Company agrees to pay its proper proportion into said fund for the land owned by it on January 1st of each year, and 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 included in said tract, including all grass and planted areas within the boundaries of

LIBER 355 PAGES 81-86
OAKLAND COUNTY RECORD

such streets, and for the care of the trees planted along the roadways; for operating and maintaining any storm-water drains now or hereafter constructed in said tract; 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, included in said tract, removing the grass and weeds therefrom, and doing any other thing necessary or desirable, in the opinion of the Company, to keep the property neat and in good order, or which, in the opinion of the Company, may be of general benefit to the owners or occupants of the land included in said tract; 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 included in said tract.

The erection of any new building structures authorized as provided in this contract, and the re-erection, re-building, or repairing or any of such structures damaged by fire or casualty, shall be pushed to completion as rapidly as possible; and should the owner leave such building in an uncompleted condition for a period of nine months, then the Company 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 land against the Purchasers' interest therein and shall be a lien upon said land premises and interest.

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 said tract the owner (not including thereby the mortgagee), from the time of acquiring title thereto, shall be held to have covenanted and agreed to pay to the Company 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, as long as he shall hold title of record, without the right in any event to reimbursement for charges that he may pay in advance; a certificate in writing, signed by the Company, shall be given on demand to any owner liable for said charge, setting forth the status of such owner and of the land in reference to which the inquiry is made, with respect to said charges; such certificates in favor or anyone relying thereon to his damage, shall be binding on the Company.

No chickens, cows, pigs, horses, or other fowl or livestock, shall be kept or harbored on said plat except by written consent of the Company, which consent may be revoked, by the Company, at any time by giving thirty (30) days written notice to the holder of the fee title of the lot.

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

LIBER **355** PAGES **81-86**
OAKLAND COUNTY RECORD

Violation of any restriction or condition or breach of any covenant or agreement herein contained shall give the Company, 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 Company shall not thereby be deemed guilty of any manner of trespass for such entry abatement or removal.

The provisions herein contained shall run with and bind the land and shall inure to the benefit of and be enforceable by the Company or the owner of any land included in said tract, their respective legal representatives, heirs, successors and assigns, and failure by the Company 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 a to one occurring prior or subsequently thereto.

All the restrictions, conditions, covenants, charges, easements, and agreements contained herein shall be for a period of twenty-five (25) years from January 1st, 1920, 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 forty-five (45) 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 and 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.

Any or all the rights and powers, title, easements, and estates reserved or given to the Company in the Deed may be assigned to any Corporation or Association, composed of one-half or more of the owners of property in said plat, 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 herein given to and assumed by the Company, the Company thereupon being release therefrom. When three-fourths of the lots in said plat have been sold by the Company, a corporation, or Association of the owners of lots in said plat shall be formed which shall assume said rights, powers, duties, and obligations and carry out and perform the same and the Company thereupon shall be released.