

I, JULIE L. LIER, duly appointed and qualified Secretary of the Board of County Road Commissioners of Saginaw County, Michigan, do hereby certify that at a duly called and convened meeting of the Board of County Road Commissioners of Saginaw County, with two members present, held at the office of the Road Commission, 3020 Sheridan, Saginaw County, Michigan, on the 19th day of January, 1993, the following Resolution was unanimously adopted pursuant to statute and amendments thereto and remains in full force and effect:

RESOLUTION

WHEREAS, a written petition having been filed with the Board of County Road Commissioners of Saginaw County, Michigan, to absolutely abandon and discontinue, under the applicable statute and amendments thereto the following described street:

---All that part of Carnegie Street lying East of the West line of Schrieber Subdivision, Section 33, Town 12 North, Range 5 East, Buena Vista Township, Saginaw County, Michigan, and the West right-of-way line of Joy Road as established in said Schrieber Subdivision---

WHEREAS, the Board of County Road Commissioners of Saginaw County, Michigan, has determined at a public hearing held at the office of the Road Commission, 3020 Sheridan, Saginaw County, Michigan, on the 19th day of January, 1993, that it is to the best interest of the public that said street be absolutely abandoned and discontinued.

Be it therefore RESOLVED that from and after this date, the above described street be absolutely abandoned and discontinued.

FURTHER RESOLVED that the abandonment of said street is upon the condition that the title to all water, sewer, gas, electric and communication poles, wires, conduits, cables, pipes, appurtenances and facilities now in, under or over said street is reserved to and shall remain in the respective owners thereof, their successors or assigns, together with the easement to construct future facilities and continued right to occupy said street within the right-of-way thereof for public utility purposes with present and future facilities and to operate, maintain, repair, replace or remove the same to the same extent and in the same manner as if the street had remained a public way.

IN WITNESS WHEREOF, I, JULIE L. LIER, hereby affix my signature as Secretary this 19th day of January, 1993.

Prepared by:
Julie L. Lier

3020 Sheridan, Saginaw, MI 48601

Julie L. Lier
JULIE L. LIER, Secretary

AFFIDAVIT OF PUBLICATION

The Saginaw Press, Saginaw, Michigan

STATE OF MICHIGAN }
County of Saginaw } ss. George W. Baxter, III

Of the City of Saginaw, in said State and County, being duly sworn, deposes and says that he is the Editor of The Saginaw Press, a newspaper printed, published and circulated in Saginaw County, and that the annexed notice was published in said newspaper once each

week for three successive weeks.

The first publication being on the 22nd day of January, 19 93

and the last published RECORDED on the 5th day of February, 19 93

Sworn February 10, 1993 at 5th day of February, 19 93

Gertrude H. Baxter

MILDRED M. DODAR
REGISTRAR OF DEEDS
SAGINAW COUNTY, MICHIGAN
My Commission Expires May 3, 1993

BOARD OF COUNTY
ROAD COMMISSIONERS
SAGINAW COUNTY, MICHIGAN
ROAD ABANDONMENT
BUENA VISTA TOWNSHIP

I, JULIE L. LIER, duly appointed and qualified Secretary of the Board of County Road Commissioners of Saginaw County, Michigan, do hereby certify that at a duly called and convened meeting of the Board of County Road Commissioners of Saginaw County, with two members present, held at the office of the Road Commission, 3020 Sheridan, Saginaw County, Michigan, on the 19th day of January, 1993, the following Resolution was unanimously adopted pursuant to statute and amendments thereto and remains in full force and effect:

RESOLUTION

WHEREAS, a written petition having been filed with the Board of County Road Commissioners of Saginaw County, Michigan, to absolutely abandon and discontinue, under the applicable statute and amendments thereto the following described street:

All that part of Carnegie Street lying East of the West line of Schrieber Subdivision, Section 33, Town 12 North, Range 5 East, Buena Vista Township, Saginaw County, Michigan, and the West right-of-way line of Joy Road as established in said

SHARED DRIVEWAY AGREEMENT

This agreement, made the 17 day of April, 1993.

This agreement made in Saginaw, Michigan on the date first written above between MARTIN S. LEDESMA and JOSEPHINE S. LEDESMA, husband and wife, whose address is 1556 Joy Road, Saginaw, Michigan 48601, hereinafter called Parties of the First Part and ADELLA M. SIEROCKI, a single woman, whose address is 1580 Joy Road, Saginaw, Michigan 48601, hereinafter called Party of the Second Part;

WHEREAS, Parties of the First Part are owners in fee simple of the following described property located in the Township of Buena Vista, County of Saginaw, State of Michigan, described as follows, to wit:

Lot 5, SCHREIBER SUBDIVISION, Section 33, Town 12 North, Range 5 East, according to the plat thereof recorded in Liber 10 of Plats on Page 32, Saginaw County Records. and

WHEREAS, Party of the Second Part is the owner in fee simple of the following described property located in the Township of Buena Vista, County of Saginaw, State of Michigan, described as follows, to wit:

Lot 4, SCHREIBER SUBDIVISION, Section 33, Town 12 North, Range 5 East, according to the plat thereof recorded in Liber 10 of Plats on Page 32, Saginaw County Records. and

WHEREAS, the pieces of land are adjoining properties along their respective northerly and southerly boundary line; and

WHEREAS, a common driveway lying to the immediate south of the property owned by Parties of the First Part exists where Carnegie Street was vacated; and

WHEREAS, for the more convenient enjoyment of their respective pieces of land, the parties have agreed to create a reciprocal right-of-way for a shared driveway as herein set forth:

NOW, THEREFORE, the pursuance of this Agreement and in consideration of the grant hereinafter made by the Second Party,

1. The First Parties hereby grant and convey to the Second Party, her heirs and assigns, as in appurtenance to the piece of land of the Second Party, but in common, nevertheless, with the owners and occupants of the piece of land of the First Parties, an easement or right-of-way over the southerly piece of their

property where Carnegie Street was located, prior to being vacated, for the purpose of ingress and egress of pleasure or private automobiles to and from the garage now or hereafter erected in the rear of the premises.

2. In further pursuance of this Agreement and in consideration of the grant made by the First Parties, the Second Party grants and conveys to the First Parties, their heirs and assigns forever, in appurtenance to the land of the First Parties, but in common nevertheless, with the owners and occupants of the piece of land of the Second Party, an easement or right-of-way over the northerly piece of her property where Carnegie Street was located, prior to being vacated, for the purpose of ingress and egress of pleasure or private automobiles to and from the garage now on or hereafter erected in the rear of the premises.

WITNESSES:

Robert N. Geyer
Robert N. Geyer
Josephine S. Ledesma
JOSEPHINE S. LEDESMA

WITNESSES:

Robert N. Geyer
Robert N. Geyer
Josephine S. Ledesma
JOSEPHINE S. LEDESMA

PARTIES OF THE FIRST PART:

Martin G. Ledesma
MARTIN G. LEDESMA
Josephine S. Ledesma
JOSEPHINE S. LEDESMA

PARTY OF THE SECOND PART:

Adella M. Sterocki
ADELLA M. STEROCKI

STATE OF MICHIGAN }
COUNTY OF SAGINAW } SS.

The foregoing instrument was acknowledged before me this 1st day of April, 1993, by MARTIN G. LEDESMA, JOSEPHINE S. LEDESMA and ADELLA M. STEROCKI.

Robert N. Geyer
Robert N. Geyer, Notary Public
Saginaw County, Michigan
My commission expires: 10-21-95

RECORDED

THIS INSTRUMENT DRAFTED BY:
ROBERT N. GEYER (P 13945)
Attorney at Law
971 Midland Road
Saginaw, Michigan 48603
Phone: (517) 799-9370

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REC'D
SAGINAW CO. MICH

Schreiber Subdivision

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CERTIFICATE NO. 4217 WARRANTY DEED

THIS INDENTURE, made this 31st day of October, A.D. 1955, between ALEXANDER SCHREIBER and ELIZABETH SCHREIBER, his wife, parties of the first part, and MARK SIEROCKI and ADELLA M. SIEROCKI, of 210 1/2 North Bond Street, Saginaw, Michigan, husband and wife, as tenants by the entirety, of the second part, WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration to them in hand paid by the said parties 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 the said parties of the second part, their assigns, the survivor of them, his or her heirs and assigns, FOREVER, all that certain piece or parcel of land situate and being in the Township of Buena Vista, Saginaw County, State of Michigan, and described as follows, to-wit:

LOT FOUR (4), SCHREIBER SUBDIVISION, SECTION THIRTY-THREE (33), TOWN TWELVE (12) NORTH, RANGE FIVE (5) EAST, BUENA VISTA TOWNSHIP, SAGINAW COUNTY, MICHIGAN.

subject to the following restrictions which shall cover not only the above mentioned lot but the entire Schreiber Subdivision:-

1. **LAND USE AND CONSTRUCTION CONTROL.** No building shall be erected, placed, or altered, on any lot until the plans and specifications, elevations thereof, and a plan showing the location of the structure, have been approved in writing by Alexander Schreiber, or such other person or persons as Alexander Schreiber, or his survivors shall designate.
2. **ARCHITECTURE AND BUILDING MATERIAL.** The architecture of the building to be constructed upon any lot shall conform to traditional trends and modern structure styles. All exterior walls shall be of brick, stone, wood siding, aluminum siding, cedar shingles, or other material as may be permitted by the party designated for approval of plans.
3. **DWELLING QUALITY AND SIZE.** One residential dwelling shall be erected upon each lot having a ground floor area of the main structure (that is, livable rooms) of not less than 1600 square feet, and each residential dwelling shall have a substantial masonry foundation and shall be equipped with inside plumbing and toilet facilities.
4. **BUILDING LOCATION.** No residential dwelling, including attached garage, shall be located on any lot nearer than 28 feet from the front lot line, nor nearer than 5 feet from any interior lot line, except a garage or other permitted accessory building located on the rear half of said lot, which may be constructed not nearer than 3 feet from the interior lot lines. Any variations from the foregoing provisions of this paragraph must be consented to in writing by the party designated for approval of plans.
5. **TEMPORARY STRUCTURES.** No structure of a temporary character, and no trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently. All structures must be fully completed and ready for occupancy within eighteen months after construction has started, and the exterior must be fully completed before occupancy.
6. **BUILDING USE.** No building whatever except a single family private residence with necessary outbuildings shall be erected or permitted on any lot, and each dwelling shall be used as a private dwelling only and for no other purpose whatsoever. No outbuilding shall be used as a residence. Also, no building constructed on said land shall be used for any professional, manufacturing, mercantile, or commercial venture, and no profession or business shall be carried on or permitted on said premises.



953-141

7. **EXCEPTIONS.** Lot 7, Lot 8, Lot 9 and Lot 10 of the Plat of "Schreiber Subdivision" may be used for residential purposes, for business purposes, or for a combination of residential and business purposes.

8. **SEWAGE DISPOSAL.** No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards, and recommendations of the Michigan State Board of Health. Any septic tank must have its own private drain field and shall not be extended to any open drain, or connected into, or allowed to flow into, any tile or pipe placed in said subdivision for land drainage or for other purposes.

9. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities have been designated and dedicated on the plat for said subdivision and shall include the right of ingress and egress to and from said easement areas for the purpose of installing and maintaining said utilities and facilities.

10. **NUISANCES.** No noxious or offensive trade or activity shall be carried on upon said property, nor shall anything be done which may become an annoyance or nuisance to the neighborhood.

11. **SIGNS.** No sign of any kind shall be displayed to the public view on any lot except one sign not larger than 5 square feet for the sole purpose of advertising the property for sale or rent.

12. **LIVESTOCK, POULTRY, AND PETS.** No animals, livestock or poultry of any kind shall be raised, bred, or kept upon said lot excepting, however, dogs, cats, or other household pets.

13. **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste; all rubbish, trash, garbage, or other waste, shall be held in sanitary and closed containers; and incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

14. **VACANT LOTS.** Noxious weeds, growth, and grass, must be cut free from all vacant lots on or before the first day of August of each year.

15. **GENERAL PURPOSE.** It is the express purpose of these building and use restrictions and covenants to encourage development and maintenance of a fine suburban residential property in order to promote and provide collective and individual ownership benefits.

16. **ENFORCEABILITY.** If the owner or owners of any lot, their heirs or assigns, shall violate or attempt to violate any of the provisions herein, it shall be lawful for any other person or persons owning any real property situated in said "Schreiber Subdivision" to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such provisions, either to prevent him, or them, from so doing, or to recover damages or other dues for such violation.

17. **SEVERABILITY.** Invalidity of any one or more of these covenants by judgment or order of any court of competent jurisdiction shall in no wise affect the remaining provisions which shall continue in full force and effect.

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 parties of the second part, their assigns, the survivor of them, his or her heirs and assigns, FOREVER. And the said Alexander Schreiber and Elizabeth Schreiber, his wife, parties of the first part, for themselves, their heirs, executors and

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administrators, do covenant, grant, bargain and agree to and with the said parties of the second part, their assigns, the survivor of them, his or her heirs and assigns, that at the time of the enrolling and delivery of these presents they are well seized of the above granted premises in fee simple; that they are free from all incumbrances whatever and that they will, and their heirs, executors and administrators shall warrant and defend the same against all lawful claims whatsoever.

In Witness Whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

Signed, Sealed and Delivered in Presence of:

William Wallace *Alexander Schreiber*
William Wallace ALEXANDER SCHREIBER
Helen C. Wallace *Elizabeth Schreiber*
Helen C. Wallace ELIZABETH SCHREIBER

STATE OF MICHIGAN)
(SS:-
COUNTY OF SAGINAW)

On this 31st day of October, A. D. 1956 before me, a Notary Public in and for said County, personally appeared ALEXANDER SCHREIBER and ELIZABETH SCHREIBER, his wife, to me known to be the same persons described in and who executed the within instrument, who each acknowledged the same to be his/her free act and deed.

John D. Wallace
John D. Wallace
Notary Public, Saginaw County, Michigan
My comm. expires: April 1, 1958

REGISTER'S OFFICE } SS.
SAGINAW COUNTY, MICHIGAN
RECEIVED FOR RECORD THE 31
DAY OF October A. D. 1956
AT 1:30 O'CLOCK P. M. AND
RECORDED IN LIB. 953 OF
143 ON PAGE 141
Clara B. Lynch REGISTER

LIB. 953 143