

AGREEMENT.

We, the following named persons being seized with the title to the lots as set forth below in Block 1, Owen's Addition to the City of Grand Ledge, according to the recorded plat thereof:

Lots 2 and 4, Edwin E. Pike and Pauline L. Pike, husband and wife, 1100 DeGroff Street, Grand Ledge, Michigan.

Lots 6 and 8, Victor C. Ide and Marguerite Ide, husband and wife, 1104 DeGroff Street, Grand Ledge, Michigan.

Lots 10 and 12, Mark G. Oliver and Ila E. Oliver, husband and wife, 1130 DeGroff Street, Grand Ledge, Michigan.

Lot 14, Cora M. Wolf, 1132 DeGroff Street, Grand Ledge, Michigan.

Lot 16, Lyle R. Fishell and Anna L. Fishell, husband and wife, 1134 DeGroff Street, Grand Ledge, Michigan.

Lot 18, Herbert Fernholz and Bertha E. Fernholz, husband and wife, 1136 DeGroff Street, Grand Ledge, Michigan.

Lot 20, Arthur L. Stoney and Helen J. Stoney, husband and wife, 1138 DeGroff Street, Grand Ledge, Michigan.

And we, the following named persons being seized with the title to the lots as set forth below in Block 2, Owen's Addition to the City of Grand Ledge, according to the recorded plat thereof:

Lots 2, 4, 6, 8, 10, 12, 14 and 16, Ray C. Smith and Georgiana Smith, husband and wife, 1200 DeGroff Street, Grand Ledge, Michigan.

And we, the following named persons being seized with the title to the lots as set forth below in Block 3, Owen's Addition to the City of Grand Ledge, according to the recorded plat thereof:

Lots 1, 2, 3, 6, 13, 14, 15, 16, 17, 18, 19 and 20, Lyle R. Fishell and Anna L. Fishell, husband and wife, 1134 DeGroff Street, Grand Ledge, Michigan.

Lots 9 and 11, Mark G. Oliver and Ila E. Oliver, husband and wife, 1130 DeGroff Street, Grand Ledge, Michigan.

Lots 10 and 12, Charles W. Larson and Genevieve Larson, husband and wife, 1139 DeGroff Street, Grand Ledge, Michigan.

And we, the following named persons being seized with the title to the lots as set forth below in Block 4, Owen's Addition to the City of Grand Ledge, according to the recorded plat thereof:

Lot - The West one-half (1/2) of Lot 2 and 4, Richard L. Fishell and Dorothy M. Fishell, husband and wife, 216 Pearl Street, Grand Ledge, Michigan.

Lots 1 and 3, Richard L. Fishell and Dorothy M. Fishell, husband and wife, 216 Pearl Street, Grand Ledge, Michigan.

Lots 5, 6, 7, 8, 9, 10, 11, 12, 14 and 16, Ray C. Smith and Georgiana Smith, husband and wife, 1200 DeGroff Street, Grand Ledge, Michigan.

And we, the following named persons being seized with the title to the lots as set forth below in Block 5, Owen's Addition to the City of Grand Ledge, according to the recorded plat thereof:

Lot 1, Harold E. Cody and Donna Cody, husband and wife, 120 Edwards Street, Grand Ledge, Michigan.

Lot 2, Stuart W. Doty and Louise T. Doty, husband and wife, 419 Jackson Street, Grand Ledge, Michigan.

Lots 3, 9, 11, 13 and 15, Lyle R. Fishell and Anna L. Fishell, husband and wife, 1134 DeGroff Street, Grand Ledge, Michigan.

Lot 7, Don C. Laine and Barbara K. Laine, husband and wife, 1200 DeGroff Street, Grand Ledge, Michigan.

The East one-half (1/2) of Lots 17 and 19, Richard L. Fishell and Dorothy M. Fishell, husband and wife, 216 Pearl Street, Grand Ledge, Michigan.

And we, the following named persons being seized with the title to the lots as set forth below in Block 6, Owen's Addition to the City of Grand Ledge, according to the recorded plat thereof:

Lots 5, 7, 9, 11, 13 and 15, Ray C. Smith and Georgiana Smith, husband and wife, 1200 DeGroff Street, Grand Ledge, Michigan.

Lots 6, 8, 10, 12, 14 and 16, Richard L. Fishell and Dorothy M. Fishell, husband and wife, 216 Pearl Street, Grand Ledge, Michigan

being desirous of imposing certain restrictions and covenants to run with the land on the aforementioned parcels or pieces of property of which we are the owners, do hereby mutually promise and agree, that we, and each of us, our heirs, executors, administrators and assigns that the restrictions and protective covenants hereinafter set forth shall be imposed upon the said parcels and pieces, subject, however, to the provision that the said restrictions and protective covenants shall not become effective until this agreement has been executed by each and every one of the aforementioned title holders.

Subject to the following building and use restrictions which constitute a general plan for the improvement of these lots as a desirable residential development and shall run with the land and be binding on the parties hereto, their heirs, successors and assigns until January 1, 1975, and shall automatically continue thereafter for successive periods of 15 years each unless changed after January 1, 1975, in whole or in part, by the duly recorded written agreements of the owners of a majority of the lots:

GENERAL RESTRICTIONS AS TO CHARACTER OF BUILDINGS:

No shop store, factory, saloon, dance-hall, inn, or business house of any kind, no asylum, hospital, morgue, mortuary, or institution of like or kindred nature; no charitable institution shall be erected or maintained upon any portion of said lots. One detached dwelling house only may be erected on each lot, and one private garage may be erected to accommodate each dwelling.

RESTRICTIONS AS TO BUSINESSES AND NUISANCES:

There shall not be erected, permitted, or maintained upon any of the land included in this rider any stable, fowl yard or house, nor any live poultry or other livestock, nor shall any noxious, dangerous or offensive thing, nor any trade or business whatever be permitted or maintained on said property, excepting that this shall not be construed to prevent the maintenance of any office by a duly qualified doctor in his dwelling. No signs, billboards, or advertising matter of any kind shall be placed or maintained upon said lots, provided that these restrictions shall not be construed to including any sales office or signboard so placed and maintained by the persons authorized to make sales of lots during the period of original sale; nor shall any part of said lots be used for a dump for refuse material of any sort, nor shall filling material be brought in and used on any lot except unmixed earth and stone.

RESTRICTIONS AS TO SIZE AND CHARACTER OF DWELLING:

A one story dwelling shall not contain less than seven hundred square feet of floor area at ground level exclusive of the area contained in any garage. A dwelling of a story and a half shall have a minimum floor area at ground level of seven hundred square feet, exclusive of the area contained in any garage. A dwelling of two stories shall have a minimum floor area at ground level of six hundred square feet, exclusive of any garage. No dwelling shall exceed two and one-half stories or 28 feet in height from top to basement walls or slab to crest of roof. Grading level shall be established to conform with minimum differential to adjacent properties. In no case shall the basement of any dwelling be more than one-fourth above ground level. No basement house shall be permitted on said lots as being defined as a dwelling, the floor of whose living quarters shall be below ground level. The exterior of building constructed on said lots shall be limited to wood or metal siding, wood shingles, brick, stone, cinder or cement blocks. All other exterior finish material is prohibited.

RESTRICTIONS AS TO BUILDING LINES AND OPEN SPACES:

Attached garages or detached garages erected within 10 feet of the dwelling shall be considered a part of the dwelling and the same restrictions shall apply to the location. No detached garage or other out-building shall be erected on any lot previous to the erection of the dwelling and no detached garage shall be erected or maintained within 50 feet of the front line or within 6 feet of the rear lot line or within 6 feet of the side lot line.

FENCES AND OTHER OBSTRUCTIONS:

Fences and other solid obstructions shall be permitted on the lots, but shall not exceed four feet in height on any part of the lot nearer to the front lot line than the front line of the residence. Provided, however, that this shall not be construed to prevent the planting in moderation of ornamental trees and shrubs.

It is also expressly agreed and understood that these restrictions, stipulations and conditions herein and enumerated need not be incorporated in full in any subsequent deed or conveyance, contract or instrument relative to any part or portion of the premises herein described, but shall be deemed to be incorporated in any subsequent deed, conveyance, contract or instrument by reference and shall charge any and all subsequent owners with all the terms and conditions thereof as fully as though set forth in full therein.

In witness whereof, we have hereunto set our hands and seals this 29th day of July A.D. 1954, in the City of Grand Ledge, Michigan

Witnesses:

Georg P. Bonnell

Edw. E. Pike

Edwin E. Pike (L.S.)
Edwin E. Pike

Pauline L. Pike (L.S.)
Pauline L. Pike

Victor C. Ide (L.S.)
Victor C. Ide

Marguerite Ide (L.S.)
Marguerite Ide

Mark G. Oliver (L.S.)
Mark G. Oliver

Ila E. Oliver (L.S.)
Ila E. Oliver

Witnesses:

George P. Bomerstein

Alfred Paul

STATE OF MICHIGAN }
COUNTY OF EATON } ss.

On this 29th day of July A.D. 1954, before me a Notary Public in and for said County, personally appeared Edwin E. Pike, Pauline L. Pike, Victor C. Ide, Marguerite Ide, Mark G. Oliver, Ila E. Oliver, Cora M. Wolf, Lyle R. Fishell, Anna L. Fishell, Herbert Fernholz, Bertha E. Fernholz, Arthur L. Stonay, Helen J. Stonay, Ray C. Smith, Georgiana Smith, Charles W. Larson, Genevieve Larson, Richard L. Fishell, Dorothy M. Fishell, Harold E. Cody, Donna Cody, Stuart W. Doty, Louise T. Doty, Don C. Laws and Barbara K. Laws, to me known to be the same persons described in and who executed the within instrument, who each acknowledged the same to be their free act and deed.

Cora M. Wolf (L.S.)
Lyle R. Fishell (L.S.)
Anna L. Fishell (L.S.)
Herbert Fernholz (L.S.)
Bertha E. Fernholz (L.S.)
Arthur L. Stonay (L.S.)
Helen J. Stonay (L.S.)
Ray C. Smith (L.S.)
Georgiana Smith (L.S.)
Charles W. Larson (L.S.)
Genevieve Larson (L.S.)
Richard L. Fishell (L.S.)
Dorothy M. Fishell (L.S.)
Harold E. Cody (L.S.)
Donna Cody (L.S.)
Stuart W. Doty (L.S.)
Louise T. Doty (L.S.)
Don C. Laws (L.S.)
Barbara K. Laws (L.S.)

Alfred Paul
Notary Public, Eaton County, Michigan
My commission expires: July 13, 1955

AGREEMENT

AND

RESTRICTIONS

Owen's Addition

Edwin E. Pike,
et al

Register's Office Eaton County, Mich.
Received for record this 22nd day of May, 1954
at 11:30 a.m. and recorded in Liber 311 of Records page 333
TESTED AND SIGNED by me
Notary Public
Edwin E. Pike

C. C. & Paul
3.75

4130

AGREEMENT.

THIS AGREEMENT, entered into this fifteenth day of May, 1954. By and Between ~~Richard~~ Cox and Eileen Cox, his wife (hereinafter called "Parties of the first part") and Desmond Blakeslee and Lorraine Blakeslee, his wife (hereinafter called "Parties of the second part.

WITNESSETH:

WHEREAS, Parties of the first part are the owners of Lots eighteen (18) and nineteen (19) and the East half ($\frac{1}{2}$) of Lot seventeen (17) of Block six (6) of the Village of Mulliken, Eaton County, Michigan and Parties of the second part are the owners of Lots fifteen (15) and sixteen (16) and the West half ($\frac{1}{2}$) of Lot seventeen (17) of Block six (6) of the Village of Mulliken, Eaton County, Michigan; and

WHEREAS, There is a well and pump presently located approximately the center line of Lot seventeen (17) of Block six (6) of the Village of Mulliken, Eaton County, Michigan, which is the dividing line between the afore-mentioned properties of the parties hereto, which well and pump is for the purpose of providing water fro the above described parcels.

NOW THEREFORE, It is agreed as follows:

- (a) Parties of the first part will pay the elctric bills for the operation of said pump and will see that the well and pump are kept in good repair.
- (b) Parties of the second part will pay to Parties of the first part the sum of one (\$1.25) and 25/100 dollars each and every month as compensation for the electric energy used for the operation of said pump and will also pay within ten (10) days after written notice by parties of the first part, one-half ($\frac{1}{2}$) of the moneys advanced for maintenance and repair of the well and pump and of replacement cost of the pump (the pump as herein referred to to include the motor etc.).
- (c) On the failure of either party hereto, he shall forfeit all right to the use of water from said well and pump until all requirements hereinbefore required of him shall be fulfilled but said forfeiture shall not deprive the right of the other party hereto from recovering the expense chargeable for the portion of expense which would rightfully be paid by said other party.
- (d) Insofaras, it is the intention of the parties hereto that this well and pump shall be maintained and operated for the use and benefit of the owners of the properties hereinbefore described, it is agreed that this shall constitute a covenant running with the lands and shall be binding upon the heirs, assigns and legal representatives of all parties hereto.