

DECLARATIONS OF COVENANTS, RESTRICTIONS AND CONDITIONS FOR SUPERVISOR'S PLAT NO. 1, Sec. 2, T14N, R14W, Oneida Township, Eaton County, Michigan.

Whereas, Oscar T. Burt and Vesta Burt, of Grand Ledge, Michigan are the owners of the following described land, except that which has already been conveyed, to-wit:

Supervisor's Plat No. 1, Sec. 2, T14N, R14W, Oneida Township, Eaton County, Michigan and as owners they desire to impose certain prospective covenants, restrictions and conditions on said plat for the purpose of insuring the use of entire plat and for the further purpose of preserving and improving the attractive features of the property and the community and securing to each lot owner the full benefit and enjoyment of his home, with no greater restrictions upon the free and undisturbed use of his property than is necessary to insure the same advantages to other lot owners.

THEREFORE, Oscar T. Burt and Vesta Burt hereby covenants and agrees to impose the following protective covenants, restrictions and conditions upon the use of any and all lots in said plat, which protective covenants, restrictions and conditions shall be binding on all their heirs, assigns and grantees, and which protective covenants, restrictions and conditions shall run with the land and be binding on them and any and all persons claiming under it, for the period of time as hereinafter set forth.

1. No house shall be built on any lot nearer than 30 feet from the edge of the street, nor shall anything be built closer than 20 feet from the adjoining streets and 5 feet from adjoining property lines.
2. The minimum floor space in each house shall be 968 square feet.
3. The minimum width of each lot shall be 100 feet.
4. No house shall cost less than \$7500.00 including both labor and materials.
5. No building shall be constructed on any of said lots of this plat which shall have any siding other than cement, brick, plaster, asbestos, or regulation siding.
6. No garage shall be erected and used as a dwelling in this subdivision.
7. No nuisance shall be maintained on any of said lots.
8. All property owners shall have the privilege of tiling from the property that they own across any property of this plat to the main tile now in or to be put in for drainage with the proviso that they shall at no time disturb or cause to be disturbed any improvements on such premises, gardens, or lawns except at the convenience of the owner of property which they are required to cross.
9. Only one residence shall be built on any one lot (and the customary out buildings or garages appurtenant thereto).
10. Each house constructed on said premises shall have a septic tank for toilet disposal and drains running from same to a box or receptacle filled with gravel or other coarse material, said box shall be located over the main drains. The drains from more than one house shall not empty into the same box.

DONALD W.
RICHARDSON
ATTORNEY-AT-LAW
GRAND LEDGE,
MICHIGAN

Section 5 Oneida Township
Grand Ledge, Michigan

Oneida

Michigan

RECEIVED
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COUNTY OF EATON
MICHIGAN

11. At no time shall any part of the said land be occupied for the manufacture, brewing, distilling or sale of spirituous or malt liquors, nor shall the said lots or any building erected thereon at any time hereafter, be used or occupied as a tavern, drinking saloon, home-boiling establishment, tannery, slaughter house, glue, soap, candle, starch or gunpowder manufactory, or for other offensive or dangerous purposes, nor for the keeping of pigs or other animals of the like offensive character, nor shall any signs for advertising purposes be erected or placed thereon except such as may be erected and maintained by the seller therein.

12. Easements are reserved along and within five feet (5 feet) of rear lines and sidelines of lots of this addition for the construction and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, telephones, and other public and quasi-public utilities with the rights of ingress to and egress therefrom across said premises to employees thereof.

13. No building shall be constructed on any premises of this plat which shall not have the exterior of said buildings painted and/or completed within one year from the time of the beginning of such construction.

14. That the right to enforce the covenants and restrictions set forth in this deed shall run to each owner of any lot in said subdivision.

15. No trailer, basement, tent, shack, garage, barn, or other out-building erect in the tract shall be at any time used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence.

16. No crops shall be grown except orchard trees and small fruits, and home gardens of a reasonable size.

17. All requirements of the Oneida Township Zoning Board shall be complied with in building or erecting any structures.

Dated: February 17th, 1955

Witnessed by:

Donald W. Richardson
Donald W. Richardson

Oscar T. Burt
Oscar T. Burt

Myrtle M. Schwartz
Myrtle M. Schwartz

Vesta Burt
Vesta Burt

DONALD W.
RICHARDSON
ATTORNEY-AT-LAW
GRAND LEDGE,
MICHIGAN

STATE OF MICHIGAN) ss.
COUNTY OF EATON)

On this 17th day of February, 1955, before me, a notary of public in and for said County personally appeared Oscar T. Burt and Vesta Burt, husband and wife as tenants by the entireties of Grand Ledge, Michigan to me known to be the same persons described in who executed the within instrument who acknowledged severally the same to be their free act and deed.

Donald W. Richardson
Donald W. Richardson, Notary Public
Gladwin County, Acting in Eaton County, Mich.
My Commission Expires: March 3rd, 1956

Register's Office Eaton County ss
Received for record this 24th
day of February, A. D. 19 55
at 10 o'clock A.M. and recorded
in Liber 313 of Grand Ledge pages 536 & 539.

TEBE TEMAN, Register of Deeds

Robert L. Taylor
Deputy Register of Deeds

SUPPLEMENTAL DECLARATIONS OF COVENANTS, RESTRICTIONS AND CONDITIONS FOR SUPERVISOR'S PLAT No. 1, Sec. 2, T4N, R4W, Oneida Township, Eaton County, Michigan.

We, Oscar T. Burt and Vesta Burt, husband and wife of Grand Ledge, Michigan having previously on February 17th 1955 made certain Declarations of Covenants, Restrictions and Conditions for Supervisor's Plat No. 1, Sec. 2, T4N, R4W, Oneida Township, Eaton County, Michigan as recorded in Liber 313 Deeds on Page 538-539 of Eaton County Register of Deeds, Office, Charlotte, Michigan, do hereby SUPPLEMENT the same by adding the following PROTECTIVE COVENANTS:

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1985, at which time said Covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

These SUPPLEMENTAL DECLARATIONS OF COVENANTS, RESTRICTIONS AND CONDITIONS, as well as those heretofore made, shall not effect property in said Plat heretofore conveyed by us, but shall only effect property hereinafter conveyed.

Dated: April 27th, 1955.

Witnessed by:

Donald W. Richardson
Donald W. Richardson

Oscar T. Burt
Oscar T. Burt

Phyllis J. Richardson
Phyllis J. Richardson

Vesta Burt
Vesta Burt

STATE OF MICHIGAN)
COUNTY OF EATON) ss.

On this 27th day of April, 1955, before me a Notary of Public in and for said County personally appeared Oscar T. Burt and Vesta Burt, husband and wife of Grand Ledge, Michigan to me known to be the same persons described in, who executed the within instrument, who acknowledged the same severally to be their free act and deed.

DONALD W. RICHARDSON
ATTORNEY-AT-LAW
GRAND LEDGE,
MICHIGAN

Donald W. Richardson

Donald W. Richardson, Notary Public
Gladwin County, Acting in Eaton
County, Michigan.
My Commission Expires: March 3, 1956

Register's Office Eaton County ss
Received for record this 4th
day of May, A. D. 1955
at 8:30 o'clock A.M. and recorded
in Liber 314 of Deeds on page 406.

TEBE JEMAN, Register of Deeds

Paul J. Taylor
Deputy Register of Deeds

This Indenture, Made this 9th
day of May in the year of our Lord one thousand nine hundred and
forty-two

BETWEEN Hazel Winans Smith and Doris Winans Howell

of the first part, and Golby E. See and Nellie E. See, husband and wife, of Dimondale, Michigan

of the second part.
WITNESSETH, That the said parties of the first part, for and in consideration of the sum of
One Dollar and other valuable considerations Dollars,
to them in hand paid by the said parties of the second part, the receipt whereof is hereby con-
fessed and acknowledged, do by these presents grant, bargain, sell, remise, release, alien and confirm
unto the said parties of the second part, and their
heirs and assigns, FOREVER, all that certain piece or parcel of land situate
and being in the Village of Dimondale County of
Eaton and State of Michigan, and described as follows, to-wit:

Lot three(3) and all that remains of lot four(4) lying be-
tween said lot three and Grand River, being all on block thirty-
three(33) of said Village of Dimondale, Eaton County, Michigan



Together with all and singular the hereditaments and appurtenances thereunto 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 and to their heirs and assigns, Forever. And the said

parties of the first part, for them selves, their heirs, executors and administrators, do
covenant, grant, bargain and agree to and with the said parties of the second part their 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 War-
rant and Defend the same against all lawful claims whatsoever,

IN WITNESS WHEREOF, The said parties of the first part, have hereunto set their
hand^s and seal^s the day and year first above written.

Signed, Sealed and Delivered in Presence of

Harry G. Rouse
Harry G. Rouse
E. S. Howell
E. S. Howell
Mrs. Errol Crabill
Mrs. Errol Crabill

Hazel Winans Smith (L.S.)
Doris Winans Howell (L.S.)
Doris Winans Howell (L.S.)

(STATE OF MICHIGAN,

County of Wayne

On this 15th day of May

in the year one thousand, nine hundred and forty-two before me, the subscriber
a notary public in and for said County, personally appeared
Hazel Winans Smith XXXXXSXXXXXXXXXXXX

to me known to be the same person described in, and who executed the within instrument, who has
acknowledged the same to be her free act and deed.

Harry G. Rouse
Harry G. Rouse

Notary Public in and for Wayne

County, Michigan

INDIANA
STATE OF INDIANA

County of Lake

On this 9th day of May

in the year one thousand, nine hundred and forty-two before me, the subscriber
a notary public in and for said County, personally appeared
Doris Winans Howell

to me known to be the same person described in, and who executed the within instrument, who has
acknowledged the same to be her free act and deed.

Nina J. Miller
Nina J. Miller

Notary Public in and for Lake

County, Indiana

My commission expires July 23, 1943

No. 1
WARRANTY DEED
SHORT FORM

Hazel Winans Smith et al

TO

Colly A. See & wife

Register's Office

State of Michigan

County

This instrument was presented and re-
ceived for record the

day of May, A. D. 19

at 1 o'clock P. M. in Liber

280 of Deeds, on page 220 & 221.

Paul & Gayle

Register of Deeds.