



Real Estate Department

Work Order No.: A0003125  
Circuit: Pontiac-Kern-Bloomfield  
Business Unit: ITC

Date: February 28, 2017  
To: Records Center  
From: Margaret Wessel Walker  
[mwalker@itctransco.com](mailto:mwalker@itctransco.com)  
Real Estate  
Subject: Vegetation Management Easement  
Parcel ID: 14-22-452-020  
PKB 2717

Attached are documents related to the acquisition of a Vegetation Management Easement dated August 20, 2013 to International Transmission Company (ITC) from Anthony W. Sadler, whose address is 401 Thors Street, Pontiac, MI 48324.

The easement was acquired for additional rights needed and located in Part of Section 22, City of Pontiac, Oakland County, MI (T3N R10E).

The consideration given for the aforementioned acquisition was **\$1,782.60**

The acquisition was negotiated by NSI Consulting and Development.

Please incorporate into Right of Way File No.: **T72827**

Attachment (s)

CC: M. Ely  
N. Spencer  
S. Gagnon  
J. Gruca  
K. Jenkins  
C. Scott  
J. Andree  
[Fixedassetsgroup@itctransco.com](mailto:Fixedassetsgroup@itctransco.com)

2013 SEP 12 PM 2:01

233808  
LIBER 46309 PAGE 357  
\$13.00 MISC RECORDING  
\$4.00 REINUMENTATION  
09/12/2013 02:06:33 P.M. RECEIPT# 127687  
PAID RECORDED - OAKLAND COUNTY  
LISA BROWN, CLERK/REGISTER OF DEEDS

**VEGETATION MANAGEMENT EASEMENT**

On 30 August, 2013, for (good and valuable consideration), the receipt of which is hereby acknowledged, Grantor conveys and warrants to Grantee, its successors and assigns, a permanent easement ("Easement") over, under, across and through a part of Grantor's Land called the Easement Strip, as herein described.

**Grantor is:** Anthony W. Sadler, a single man.

**Grantee is:** International Transmission Company, a Michigan corporation, of 27175 Energy Way, Novi, Michigan 48377.

**Grantor's Land** is in the City of Pontiac, County of Oakland and State of Michigan and is described as follows:

**Lot 14, HERRINGTON HILLS SUBDIVISION, as recorded in Liber 80, Page 21 and 22 of Plat, Oakland County Records.**

More commonly known as: 401 Thors Street, Pontiac, Michigan 48342.

Parcel ID: 14-22-452-020

Grantor represents and warrants to Grantee that Grantor is the present owner in fee simple of Grantor's Land.

**The Easement Strip** is within Grantor's Land, and is described as:

A strip of land beginning at the **Westerly** line of Grantor's Land and continuing to a line lying **75 feet Easterly** of, and parallel to, the centerline of the Easternmost electric transmission structures currently located on or adjacent to Grantor's Land.

- Purpose:** The purpose of this Easement is to allow Grantee the perpetual right to enter at all times upon Grantor's Land to cut, trim, remove, destroy or otherwise control any or all trees, bushes or brush now or hereafter standing or growing within the Easement Strip.
- Restoration:** Within a reasonable time after performing any work pursuant to this Easement, Grantee shall clean up the Easement Strip in accordance with best management practices for utility rights of way.

OK - AMH

3. **Limited Use; Nonuse:** Nonuse or limited use of the rights herein granted shall not prevent later use to the full extent herein conveyed.

4. **Original Grant of Easement:** Nothing contained in this Easement shall be construed as releasing or impairing any rights or privileges granted to Grantee or The Detroit Edison Company under any existing grant of easement ("Original Grant of Easement") relative to the Easement Strip. To the extent this Easement grants rights and privileges to either party not granted in the Original Grant of Easement, the Original Grant of Easement is hereby amended to include the additional rights and privileges granted by this Easement. If, in any other way, any term, condition or provision of this Easement is inconsistent with or conflicts with one or more provisions of the Original Grant of Easement, the term, condition or provision of this Easement shall control, and to that extent, the Original Grant of Easement is hereby amended. The Original Grant of Easement, insofar as it may cover and relate to land other than Grantor's Land, shall remain in full force and effect in accordance with all of its terms, conditions and provisions.

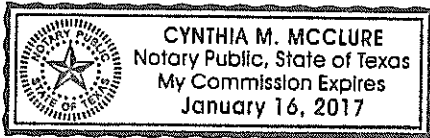
5. **Successors:** This Easement runs with the land and binds and benefits Grantor's and Grantee's successors and assigns.

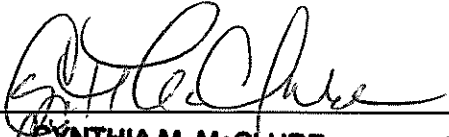
This Easement is exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to the provisions of MCLA 207.526(f).

**GRANTOR**

  
\_\_\_\_\_  
Anthony W. Sadler

Acknowledged before me in Berak County, ~~Michigan~~ <sup>Texas</sup>, on this 20<sup>th</sup> day of August, 2013, by Anthony W. Sadler, a single man.



  
\_\_\_\_\_  
**CYNTHIA M. MCCLURE**, Notary Public  
Berak County, Michigan-<sup>Texas</sup>  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires 16 Jan 2017

Prepared by:  
Patricia T. Murphy (P61872)  
ITC Holdings Corp.  
27175 Energy Way  
Novi, MI 48377

When recorded return to:  
NSI Consulting & Development  
24079 Research Drive  
Farmington Hills, MI 48335

**DIRECTION REGARDING DISPOSITION OF VEGETATION  
UPON INITIAL CLEARING**

SADLER, ANTHONY W. ("Owner") is the owner(s) of the property located at  
401 THORS FONTIAC, MI 48342, OAKLAND County, Michigan. (the  
"Property");

**INTERNATIONAL TRANSMISSION COMPANY**, a Michigan corporation, with an address  
of 27175 Energy Way, Novi, Michigan 48377, and its successors and assigns ("ITC") has an easement on  
the Property;

ITC or its agents have the right at any time to cut, trim, remove, destroy or otherwise control any  
or all trees, bushes or brush in accordance with the terms of the Easement; and

To the extent ITC cuts, trims, removes or destroys trees, bushes or brush ("Vegetation") in  
accordance with the terms of the Easement, Owner has requested that all such Vegetation be handled by  
ITC in the following manner:

- Stack all Vegetation (greater than 6 inches d.b.h.) off the Easement Area  
and leave on Property as noted below.
- Chip Vegetation (under 6 inches d.b.h.) and broadcast on Easement Area.
- Remove all Vegetation from the Property except small debris, as such small  
debris is defined in ITC's sole discretion.
- Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Nothing in this document shall be deemed to modify, alter or amend the easement in any way.  
This document shall not be assigned by Owner, shall not be recorded, and does not run with the land. As  
is consistent with standard utility practice, it is understood that ITC does not grind or remove stumps. I  
understand that trees that are removed will be cut as close to the ground as possible given the surrounding  
terrain, fences, rocks, etc. The cambial layer of stumps shall be treated with an herbicide to limit  
sprouting. Further, I acknowledge that ITC or its agents may need to make ingress/egress onto my  
property with vehicles and/or equipment necessary to effectuate the option that I have chosen above.

Signed this 10 day of August, 2013.

OWNER:

SADLER, ANTHONY W.  
Anthony Sadler

8/26/2013

Anthony Sadler

\*\*1,782.60

One Thousand Seven Hundred Eighty-Two and 60/100\*\*\*\*\*

Anthony W. Sadler  
9711 Cedar Island Road  
White Lake, MI 48386

easement 2717 3125 3775-3776, 6846-6947

Anthony Sadler  
2028 · Easement Acquisition

8/26/2013

easement 2717 3125 3775-3776, 6846-6947 401 Th

1,782.60

ITC Chase Escrow      easement 2717 3125 3775-3776, 6846-6947

1,782.60

Anthony Sadler  
2028 · Easement Acquisition

8/26/2013

easement 2717 3125 3775-3776, 6846-6947 401 Th

1707  
1,782.60

PAYMENT  
RECORD

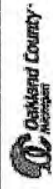
ITC Chase Escrow      easement 2717 3125 3775-3776, 6846-6947

1,782.60

# Bloomfield-Tempest 14-22-452-020



Disclaimer: The information provided herewith has been compiled from recorded deeds, plats, tax maps, surveys and other public records. It is not a legally recorded map or survey and is not intended to be used as one. Users should consult the information sources mentioned above when questions arise.



L. Brooks Patterson  
Oakland County Executive

Date Created: 5/19/2011



1 inch = 50 feet

401 THORS ST PONTIAC MI 48342-1968

3 beds / 1 full baths / 0 half baths / 1075 sq ft

14-22-452-020



## Residential Property Profile

Note: Please be advised the data included in Property Gateway originates from multiple local municipalities. Data, in regard to properties, may be classified and updated differently by municipalities. If you have any questions, please contact the local community where the data originated.

### Owner Information

Owner(s) : ANTHONY W SADLER  
Postal Address : 401 THORS ST PONTIAC MI 48342-1968

### Location Information

Site Address : 401 THORS ST PONTIAC MI 48342-1968  
PIN : 14-22-452-020 Neighborhood Code : RDS  
Municipality : City of Pontiac  
School District : 210 PONTIAC CITY SCHOOLS  
Class Code : 401 RES IMP (Includes prior SI-Suburban Imp.)

### Property Description

T3N, R10E, SEC 22 HERRINGTON HILLS SUB. LOT 14

### No Sales Since 1994

### Tax Information

Taxable Value	: \$30,050	State Equalized Value	: \$30,050
Current Assessed Value	: \$30,050	Capped Value	: \$34,240
Effective Date For Taxes	: 12/01/2010	Principal Residence Exemption	: 100%
<b>2009 Taxes</b>		<b>2010 Taxes</b>	
Summer	: \$1,159.77	Summer	: \$1,167.22
Winter	: \$298.42	Winter	: \$659.09
Village	:	Village	:

### Lot Information

Description : LEVEL Area : 0.195 ACRES

## SEARCH OF TITLE

### UFS Tract No. BF-TP-026.000, BF-WT-027.000

Effective Date: 9/02/2011 at 8:00 AM

REFERENCE NO.: UFS137

Subject to the limitations stated herein, this search consists only of entries recorded in the real estate records in the Office of the Register of Deeds for Oakland County, State of Michigan, affecting land situated in the City of Pontiac, described as follows:

Lot 14, "Herrington Hills Subdivision" according to the Plat thereof, filed in Liber 80, Page(s) 21, records of Oakland County, State of Michigan.

#### CURRENT OWNER:

Anthony W. Sadler

#### CONVEYANCES:

1. Warranty Deed from M.C. Bridges and Gloria Bridges, his wife, to Anthony W. Sadler, single, recorded 05/31/1994 in Liber 14718 Page 239, Oakland County Register of Deeds.
2. Warranty Deed from William Luton and Gloria Jean Luton, his wife, to M.C. Bridges and Gloria Bridges, his wife, recorded 05/28/1969 in Liber 5365 Page 63, Oakland County Register of Deeds.

THAT unreleased mortgages or liens affecting said real estate are not included in this report.

THAT there are no easements, rights of way, agreements or restrictions affecting said real estate, EXCEPT:

3. Restrictions and any other terms, covenants, conditions, agreements, obligations and easements disclosed by instrument recorded in Liber 3401 Page 243, in Liber 3407 Page 246 and in Liber 3459 Page 124, Oakland County Register of Deeds.
4. Easements disclosed by the subdivision plat – 10 foot private easement at westerly lot line reserved for public utilities.

#### TAXES:

2011 Summer Taxes in the amount of \$1,626.79 are PAID.  
2010 Winter Taxes in the amount of \$659.09 are PAID.  
Tax Parcel Identification: 14-22-452-020  
Property Address: 401 Thors St., Pontiac, MI 48342  
2011 State Equalized Value: \$30,050.00

NO LIABILITY is assumed for any matters not specifically set forth herein.

#### IMPORTANT NOTICE

THIS SEARCH IS NOT AN ABSTRACT OF TITLE OR OPINION OF TITLE, NOR DOES IT PROVIDE ANY TITLE INSURANCE COVERAGE. THE SEARCH IS FURNISHED TO THE APPLICANT FOR REFERENCE PURPOSES FOR THE APPLICANT'S USE ONLY. IT MAY NOT BE RELIED UPON AS EVIDENCE OF TITLE OR USED FOR DUE DILIGENCE INQUIRY UNDER ANY FEDERAL OR STATE ENVIRONMENTAL LEGISLATION. IF TITLE INSURANCE COVERAGE IS DESIRED, THE APPLICANT SHOULD REQUEST A COMMITMENT FOR A POLICY OF TITLE INSURANCE; IF INFORMATION IS NEEDED FOR DUE DILIGENCE INQUIRY, THE APPLICANT SHOULD REQUEST A RECORDED DOCUMENT GUARANTEE. BY REQUESTING AND ACCEPTING THIS SEARCH, WHICH IS FURNISHED AT A REDUCED RATE, THE APPLICANT AGREES THAT THE LIABILITY OF THE COMPANY FOR ERRORS AND/OR OMISSIONS HEREIN SHALL BE LIMITED TO THE AMOUNT PAID FOR THE SEARCH.

#### VANGUARD TITLE AGENCY

By: \_\_\_\_\_

Need assistance? Call Vanguard Customer Service at 248-643-9300 or email at [customerservice@vgttitle.com](mailto:customerservice@vgttitle.com)



WARRANTY DEED STATUTORY FORM FOR INDIVIDUALS

LIBR 14718rc239

94 156592

41720

KNOW ALL MEN BY THESE PRESENTS: That M.C. Bridges and Gloria Bridges, his wife whose street number and post office address is 401 Thors, Pontiac MI 48342 Convey and Warrant to Anthony W. Sadler, a single man whose street number and postoffice address is 105 Leslie Lane, No. 172, Waterford MI 48328

the following described premises situated in the City of Pontiac, County of Oakland and State of Michigan, to wit: Lot 14. HERRINGTON HILLS SUBDIVISION, as recorded in Liber 80, Page 21 and 22 of Plans, Oakland County Records. More Commonly Known As: 401 Thors Tax ID 14-22-452-020

80021

1 7.00 DEED 2 2.00 RECONVEYMENT 3 64.90 TRANSFER TAX 31 MAY 94 2:28 P.M. RECEIPT 65-6611 RECORDED - OAKLAND COUNTY MAY 30, 1994 CLERK/REGISTRAR OF DEEDS



for the sum of Fifty eight thousand nine hundred and 00/100, (\$58,900.00) Dollars subject to the existing easements for public utilities, building and use restrictions, and zoning ordinances of record. Dated this 18th day of May, 1994

Signed and sealed in presence of: Kimberly A. Estes (Notary Public) Signed and sealed: M.C. Bridges and Gloria Bridges

STATE OF Michigan } S.S. COUNTY OF Oakland The foregoing instrument was acknowledged before me this 18th day of May, 1994, by M.C. Bridges and Gloria Bridges, his wife KIMBERLY A. ESTES Notary Public, Oakland County, MI My Commission Expires: 12-24-97

County Treasurer's Certificate City Treasurer's Certificate

After recording return to: (Anthony W. Sadler, 401 Thors, Pontiac MI 48342) Drafted By: The Title Company of Michigan, Inc. Under the direction of: Jack D. Christenson, Jack Christenson, Inc. 2180 W. Big Beaver Troy MI 48064 730

O.K. - J.S.

THE TITLE COMPANY OF MICHIGAN, INC. 1475 BIG BEAVER, STE 280, TROY, MI 48304

KNOW ALL MEN BY THESE PRESENTS: That WILLIAM LUTON and GLORIA JEAN LUTON, his wife, whose address is 401 Thors Street, Pontiac, Michigan

(conveyed) and Warrant(s) to N. C. BRIDGES and GLORIA BRIDGES, his wife whose address is 19 Wesson Street, Pontiac, Michigan

the following described premises situated in the City of Pontiac County of Oakland and State of Michigan to wit: Lot 14 of Herrington Hills Sub-division, a part of the Southeast 1/4 of Section 22, Town 3 North, Range 10 East, City of Pontiac, Oakland County, Michigan, according to the Plat thereof as recorded in Liber 80 of Plats, Pages 21 and 22, Oakland County Records.

together with all and singular the covenants, conditions and equities thereto belonging in anywise appertaining, to the full consideration of Seventeen Thousand Four Hundred and No/100----- subject to easements and restrictions of record, and a certain mortgage dated November 14, 1966 and recorded November 21, 1966, Liber 4967, Page 39, Oakland County Records, the balance of which grantees assume and agree to pay.

Dated this 22nd day of May A. D. 1969

Witnesses:

Signed and Sealed:

Warren Stout

William Luton (L.S.)

Freeman Shuart

Gloria Jean Luton (L.S.)

STATE OF MICHIGAN COUNTY OF Oakland

On this 22nd day of May A. D. 1969 before me personally appeared William Luton and Gloria Jean Luton, his wife,

to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that executed the same as their free act and deed they

My commission expires March 20 A. D. 1971

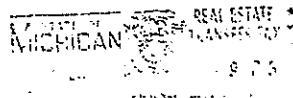
Warren Stout Notary Public Oakland County, Michigan

Instrument Drafted by Charlotte McVean

Business Address 1450 N. Opdyke Road Pontiac, Mich.

City Treasurer's Certificate

City Treasurer's Certificate



Notary Fee \$19.25

When recorded return to Grantees

MAY 28 1969 LIBR 5365

P 63

TITLE INSURANCE - ABSTRACTS - ESCROWS

TITLE INSURANCE - ABSTRACTS - ESCROWS

Richard A. Coleman, a single man,  
as to  
Herrington Hills Subdivision.

*See also Hill and*  
Protective Covenants,  
Liber 3401, Page 243,  
Oakland County Records.  
Dated August 16, 1955.  
Acknowledged September 9, 1955.  
Recorded September 13, 1955.  
Register No. 61619.

"Discrimination on the basis of race, color, religion, sex, handicap, familial status, or national origin, are hereby declared to be illegal under the provisions of the Equal Housing Opportunity Act of 1968 (42 USC 3604)."

PART A. PREAMBLE. This Declaration, made this 16th day of August, 1955, by Richard A. Coleman, a single man, land contract vendee, hereinafter called the Declarant.

Witnesseth: Whereas, Declarant is purchasing the real property described below under land contract from Edward Shaw Company, a Michigan corporation, the fee titleholder, and is desirous of subjecting the real property described below to the restrictions, covenants, reservations, easements, liens and charges hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof; Now, therefore, said Declarant hereby declares that the real property described below is and shall be held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, easements, liens and charges hereinafter set forth.

#### PROPERTY SUBJECT TO THIS DECLARATION

The real property which is and shall be held and shall be conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations, easements, liens and charges with respect to the various portions thereof set forth in the various clauses and subdivisions of this Declaration is located in the City of Pontiac, State of Michigan, and is more particularly described as follows, to-wit: Herrington Hills Subdivision, a part of the southeast quarter of Section 22, town 3 north, range 10 east, City of Pontiac, Oakland County, Michigan, as recorded in Liber 80, Page 21 and 22, Oakland County Register of Deeds Office. No property other than that described above shall be deemed subject to this Declaration, unless and until specifically made subject thereto.

#### GENERAL PURPOSES OF CONDITIONS

The real property described is subject to the covenants, restrictions, conditions, reservations, liens and charges hereby declared to insure the best use and the most appropriate development and improvement of each lot thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of building sites therein.

PART B. AREA OF APPLICATION. The residential area covenants in part C in their entirety shall apply to lots numbered 1 through 379 of Herrington Hills Subdivision.

#### PART C. RESIDENTIAL AREA COVENANTS

##### C-1. LAND USE AND BUILDING TYPE.

No lot shall be used except for single family residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than a detached one-family dwelling not to exceed one and one-half stories in height and a private garage for not more than two cars.

##### C-2. ARCHITECTURAL CONTROL.

No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee

Cont'd

as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography, and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part D. C-3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$8,000 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 900 square feet for a one-story house with a basement nor less than 650 square feet on ground floor and 325 square feet for second floor living area for a one and one-half story dwelling with a basement.

C-4. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building setback line. The sum of both side yards of an interior lot where the garage is detached shall be not less than 14 feet. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

With written approval of the Architectural Control Committee, a one-story attached garage may be located nearer to a street than above provided, but not nearer than 25 feet to any street line, where in the opinion of said committee the location and architectural design of such proposed garage will not detract materially from the appearance and value of other properties. Furthermore, under similar conditions and approval, a dwelling may be located nearer to a street than above provided, but not nearer than 15 feet to any street line.

C-5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 5000 square feet.

C-6. EASEMENTS. Easements for planting screens and installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

C-7. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C-8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

C-9. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, except for signs used by a builder to advertise the property during the construction and sales period.

C-10. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-11. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred

Cont'd

or maintained for any commercial purpose.

C-12. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary conditions.

C-15. PROTECTIVE SCREENING. Protective screening areas are established as shown on the recorded plat, including a ten foot strip of land on the residential lots along the Grand Trunk Railway right-of-way; and Featherstone Road Lot #12 to Lot #3 inclusive. Except as otherwise provided herein regarding street intersections under "Sight Distance at Intersections", planting, fences or walls shall be maintained throughout the entire length of such area by the owner or owners of the lots at their own expense to form an effective screen for the protection of the residential area. No building or structure except a screen fence or wall or utilities or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the areas shall be permitted except for the purpose of installation and maintenance of screening, utilities and drainage facilities.

C-16. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

PART B. ARCHITECTURAL CONTROL COMMITTEE

D-1. MEMBERSHIP. The architectural control committee is composed of Richard A. Colgan until September 1, 1958 or until he resigns or in event of his death, whichever date is sooner, at which time a majority of the propertyowners may elect a committee. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

D-2. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART E. GENERAL PROVISIONS

E-1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

E-2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

E-3. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Signed and acknowledged on September 9, 1955 also by Edward Shaw Company, a Michigan Corporation, the fee titleholder, by Norman Weisman, President and Cyril J. Armstrong, Secretary.

Executed by the authority of its Board of Directors.

Richard A. Coleman, Vendee, and  
Edward Shaw Company, Vendor,  
as to  
Harrington Hills Subdivision,  
a part of the southeast quarter  
of Section 22, town 3 north,  
range 10 east, City of Pontiac,  
Oakland County, Records.

80-26, etc  
Addenda to Protective Covenants,  
Liber 3407, Page 246,  
Oakland County Records.  
Dated September 19, 1955.  
Acknowledged September 19, 1955.  
Recorded September 22, 1955.  
Register No. 64327.

This addenda is to become a part of the protective covenants covering  
the above captioned subdivision which were dated August 16, 1955, and are  
in full force and effect. The following shall be added thereto and  
become a part thereof and shall supersede anything to the contrary  
previously contained therein,  
C-4a. Building Location: No building shall be located on any lot  
nearer than 25 feet to any side street line, except on those corner lots  
which are back to back, in which instance the set back from the side  
street line shall be 15 feet, and the required garage set back on said  
corner lots shall conform to the above dwelling set back, as the case may  
be.  
Signed and acknowledged by Norman Weisman, President, and Cyril J.  
Armstrong, Secretary.  
Executed by authority of its Board of Directors.

"Restrictions indicating a preference, limitation or  
discrimination based on race, color, religion, sex, handicap,  
limited income, or national origin are hereby deleted to the  
extent such restrictions violate 42 USC 3604(c)."

80-2/2a

Edward Shaw Company, a Michigan Corporation; Maurer-Neafie Corporation, a Michigan Corporation; Michael Wartell and Mary Wartell, his wife, Kuhn-Boyd Corporation, a Michigan Corporation; D & R Building Corporation, a Michigan Corporation; Eckman-Dudley Corporation, a Michigan Corporation; R. C. M. Building Company, a Michigan Corporation; Bay-Moore Corporation, a Michigan Corporation; Northtown Construction Company, a Michigan Corporation; The Detroit Bank, a Banking Corporation; and Fred R. Kissling, a single man; as to Herrington Hills Subdivision.

Modification of Protective Covenants. Liber 3459 Page 124, Oakland County Records. Dated December 19, 1955. Acknowledged December 20, 1955. Acknowledged December 21, 1955. Acknowledged December 22, 1955. Recorded December 22, 1955. Register No. 87125.

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby declared to be void inasmuch as such restrictions violate 42 USC 3604(c).

Whereas on August 16, 1955, Richard A. Coleman, land contract vendee of the following described premises, to wit: "Herrington Hills Subdivision", a part of the southeast quarter of Section 22, town 3 north, range 10 east, City of Pontiac, Oakland County, Michigan, recorded in Liber 80, Pages 21 and 22 of Plats, Oakland County Records;

subjected said premises to certain building restrictions and protective covenants as recorded in Liber 3401 on Page 243 and Liber 3407, Page 246, Oakland County Records; and

Whereas it is the desire of the present parties in interest to modify said protective covenants and restrictions to permit the use of certain lots for school purposes, and

Whereas the parties hereinafter named are owners, vendees under land contracts, mortgagees or other interests in the following described lots in "Herrington Hills Subdivision", to wit:

1. Edward Shaw Company, a Michigan Corporation, Lots 1 to 379, both inclusive.
2. Maurer-Neafie Corporation, a Michigan Corporation, and Michael Wartell and Mary Wartell, his wife, - Lots 1 to 12 both inclusive, 14 to 26, both inclusive, 37 to 60, both inclusive, 118 to 189, both inclusive, and 190 to 201, both inclusive.
3. Kuhn-Boyd Corporation, a Michigan Corporation, and D & R Building Corporation, a Michigan Corporation, - Lots 221 to 266, both inclusive, 338 to 372, both inclusive.
4. Eckman-Dudley Corporation, a Michigan Corporation, and R. C. M. Building Company, a Michigan Corporation - Lots 27 to 36, both inclusive Lots 61 to 117, both inclusive, and 202 to 211, both inclusive.
5. Bay-Moore Corporation, a Michigan Corporation, and Northtown Construction Company, a Michigan Corporation, - Lots 212 to 220, both inclusive, 267 to 337 both inclusive, and 373 to 379, both inclusive.
6. The Detroit Bank, a Banking Corporation - Lots 331 and 332.
7. Fred R. Kissling, Lot 13.

Now therefore, in consideration of the mutual benefits and other valuable considerations to the respective parties hereto,

IT IS AGREED AS FOLLOWS:

That part (b) of said protective covenants be modified and amended to read as follows:

Part (b) AREA OF APPLICATION. The residential area covenants in Part (b) in their entirety shall apply to lots numbered 1 through 379 of Herrington Hills Subdivision, excepting lots 208, 209, 210 and 211 of said subdivision, which may be used for school purposes.

Edward Shaw Company signed and acknowledged by Norman Weisman, President and Cyril J. Armstrong, Secretary.

Executed by the authority of its Board of Directors.

Maurer-Neafie Corporation signed and acknowledged by Richard A. Coleman (who acknowledged as President) and Harold R. McKim, (who acknowledged as Secretary). Executed by the authority of its Board of Directors.

Kuhn-Boyd Corporation signed and acknowledged by Richard A. Coleman, (who acknowledged as President) and Harold R. McKim, (who acknowledged

*X school*

44 COPY

SHEET 1 OF 2

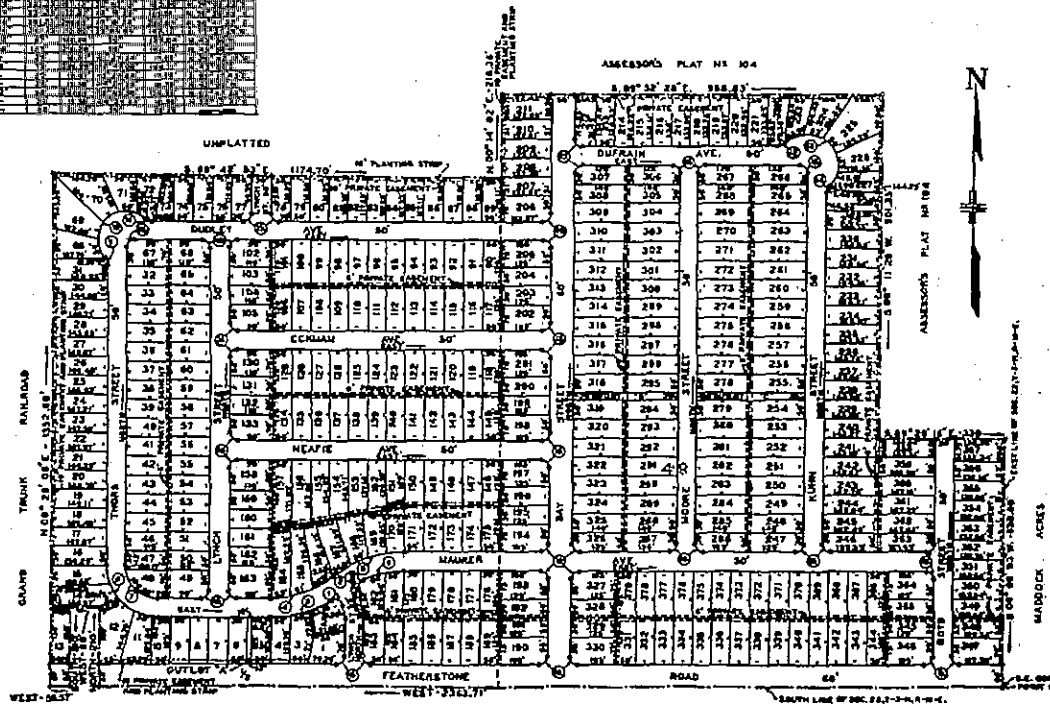
# "HERRINGTON HILLS SUB."

A PART OF THE S.E. 1/4 OF SEC. 22, T-3-N, R-10-E,  
CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN.

SCALE - 1" = 100'  
NOVEMBER 1934

CURVE DATA				
DEGREE OF CURVE	RADIUS AND CHORD	CENTRAL ANGLE	LONG SHORT	MEASURE OF CURVE CHORDS
10	100	171.89	100	171.89
15	66.67	126.00	66.67	126.00
20	50.00	90.00	50.00	90.00
25	37.74	67.50	37.74	67.50
30	30.00	54.00	30.00	54.00
35	25.71	45.00	25.71	45.00
40	21.43	36.00	21.43	36.00
45	17.78	27.00	17.78	27.00
50	14.29	18.00	14.29	18.00
55	11.11	9.00	11.11	9.00
60	8.33	0.00	8.33	0.00
65	6.00	0.00	6.00	0.00
70	4.29	0.00	4.29	0.00
75	3.00	0.00	3.00	0.00
80	2.14	0.00	2.14	0.00
85	1.43	0.00	1.43	0.00
90	1.00	0.00	1.00	0.00

NOTE:  
ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMALS THEREOF.  
CURVE DIMENSIONS SHOWN ARE MEASURED ALONG ARC OF CURVE.  
ALL OF LOT 45 OF ADJACENT PLAT 184 SHOWN AS DOTTED LINES.



36660



