

**Bloomfield Estates Improvement Association, Inc.
Deed & Building Restrictions**

113. BETWEEN
BLOOMFIELD ESTATES COMPANY,
of Detroit, Mich., a Michigan Corporation,
by JUDSON BRADWAY, President,
H. L. BERDAN, Secretary,
(Ack. Herbert L. Berdan, Sec'y.)
(Corporate Seal)
and
CHARLES W. WARREN.

Building Restrictions.
Memorandum of Agreement
Dated May 1, 1915
Acknowledged May 1, 1915
Recorded June 24, 1915

In Liber 273, on page 142, 143 and 144.

Whereas the party of the first part is the owner
of the property known as the Bloomfield Estates
Subdivision of part of sections 23 and 24, east of the D., G. H. and
M. R. R., Town 2 north range 10 east, Bloomfield Township,

Oakland County, Michigan and is desirous of restricting the lots therein for the benefit and protection of the future owners thereof, and whereas the party of the second part has purchased Lot No. 106 of the above named Subdivision, it is hereby mutually agreed that the said Bloomfield Estates Subdivision shall be restricted as set forth herein and that this instrument shall be recorded and shall be notice to all purchasers of property in said Subdivision that the premises are restricted as follows:-

- Each lot or lots shall be used for strictly residence purposes only, and no buildings except a single dwelling house and the necessary out-buildings shall be erected or moved upon any lot or lots except that Lot 1 may be used for four dwelling houses and the necessary out-buildings, and that three houses may be erected on Lots 40 and 41. All dwelling houses that may be erected in the Bloomfield Estates Subdivision, on lots bordering Charing Cross Road, Avondale Terrace, Brookdale Boulevard, and on lots 15 and 16 shall not cost less than \$5000., on Brookdale Park, shall not cost less than \$4500., on lots fronting on Strathmore Road, and on lots No. 3, 4, 14 and Lots 91 to 95, both inclusive, shall cost not less than \$4000., on lots fronting on Longmeadow Road and Beverly Road, not mentioned above, and on lots 69, 70, 71 and 72 shall cost not less than \$3500.
- Dwelling houses shall be set back not less than 100 feet from the front lot line, except on Lots 30, 69, 70, 71, 72, 78, 79, 91, 92, 93, 94, where they shall set back not less than 75 feet from the front lot line.
- Dwelling houses and all out-buildings on corner lots (except lots 83, 84, and 94) shall set back at least 50 feet from the side street lot line, except that those to be built on Lots 2, 40, 17, 18, 108, 111, 63, 135, 124, shall set back at least 100 feet from the side street lot line, and those to be built on Lots 33, 51, 25, 24, 60, 55, 68, 73, 90 and 10 shall set back at least 75 feet from the side street lot line.
- Houses shall set at least 25 feet from the side lot line.
- All out-buildings, except automobile garages, shall set back at least 100 feet from the front building or house line as established by the restrictions.
- All automobile garages shall be set back at least 30 feet from the front building or house line, but when said garage is built nearer than 100 feet to the front of the building or house line it shall set at least 25 feet from the side lot line.
- No buildings of any kind shall be erected on Lots 40, 51, 60, 55, 68, 73, 124, 90, 132, 135, 96, 108, 111, within 50 feet of the rear lot line.
- Plans or sketches sufficient to convey a comprehensive idea of the exterior elevations of all buildings to be erected upon any of said lots shall be submitted to and approved by the Bloomfield Estates Company, before construction on the same is begun, until such time as said Company, its successors or assigns shall turn said authority over to an improvement association, composed of property owners in this allotment.
- No drain shall be constructed on the within conveyed property, designed to connect with the drain installed by the Bloomfield Estates Company in the roadway, without having been inspected and approved by the said Company or its agent or said improvement association. Said drain shall be constructed as follows:- a catch basin shall be constructed, into which all drains shall empty, said catch basin to be connected with the main roadway drain by sewer crock with tight joints. Said catch basin shall extend at least 2 feet below the outlet or inlets and the outlet shall be protected by a trap.
- The purchaser hereby agrees for himself, his heirs and assigns that he will not suffer to be emptied into said street drain, any solid matter of any description and that any septic tank cesspool constructed on said property, designed to drain into said street drain, shall not be built until the style and construction of the same be approved by the Company, or its agent, or by some State or Health Officer of authority.
- It is agreed between the parties hereto that the first party reserves for itself, its successors and assigns, a perpetual right of way through, under, over and upon lower lands of Lots 23 to 29, both inclusive, for the construction and maintenance of a drain or sewer, together with extension from Brookdale Boulevard to said drain or sewer for the benefit of Lots 45 to 61; and said first party reserves to itself, its successors and assigns, a perpetual right of way in, over, under and upon the rear 6 feet of Lots Nos. 95, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, and along the north 6 feet of Lot No.1 and the north 6 feet of Lot 95, for the erection and maintenance of electric light and power poles and lines or wire conduits.

Recorded June 24, 1915