SEP-27-2004 10:28 CAPITAL TITLE 734 741 1587 P.02/08

BUILDING AND USE RESTRICTIONS AS CONTAINED IN THE WARRANTY DEED RECORDED IN LIBER 245, PAGE 11, WASHTENAW COUNTY RECORDS, ON JUNE 28, 1926. (Wildwood Park Addition No. 1)

No fences shall be constructed on said premises, except for orna-

Purchasers agree as an express condition of this Contract to use said premises not otherwise than in accordance with the following restrictions which shall run with the land and shall bind the Sellers and Purchasers, their heirs, representatives, and assigns, until such restrictions shall be changed by the then owners of two-thirds of the assessed valuation of the land and buildings, (according to the latest assessment for the purpose of taxation of the whole area covered by the said Plat of Wildwood Park Addition No. 1, by agreement in writing duly signed, witnessed, and acknowledged, and recorded in the Office of the Register of Deeds in and for said County, consenting to the removal or modification in whole or in part of such restrictions where upon the restrictions shall be modified in whole or in part as therein provided;) No buildings other than single or double private dwelling house and appropriate outbuildings shall be erected or maintained on any part of Wildwood Park Addition No. 1. No buildings shall be erected less than five feet from the side line of any parcel of land it occupies except that a private garage may be built on or near such line but not nearer the front line of said lot than a distance of thirty-five feet. No building shall be erected less than three feet from the rear line of any lot. No dwelling house shall be erected costing less than \$6,000.00. Outbuildings costing less than the above sum respectively may be erected only in connection with the residence previously or simultaneously constructed on the same lot, For a period of five years from June 1st, 1926 no building of any kind shall be erected until the plans and locations thereof shall have been approved by Sellers or by their authorized representative: No portion of the land herein described shall be occupied by parsons other than the Caucasian race, except as servants or guests. The following rights are hereby reserved. Right of way for the use of the public over the rear 3 feet in length of each lot as platted for the purpose of construction of any public or semi-public utilities over and across said land. Sellers agree to grade and gravel all streets according to city specifications, plant shade trees along all streets, shown on said Plat and have standard walks constructed in front of all lots and have water and gas mains laid at Sellers cost. Sellers are hereby authorized at their option to apply for sewers, curb and gutter in behalf of the Purchasers. It being agreed that the cost of said sewers, curb and gutters are to be assessed to the lots and assumed by the Purchasers. The Covenants, Restrictions, and agreements herein contained shall be for the benefit of and binding upon the parties hereto, their respective heirs, representatives and assigns.