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DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned, PEBBLE CREEK FARMS, INC., a Michigan Corporation, Robert T. Hatt and Susannah B. Hatt, his wife, Susannah B. Hatt, individually, and Henry W. Vaillent and Janet L. Vaillent, his wife, by Richard W. Heiss, their Attorney in Fact, are owners of property located in the Village of Wood Creek Farms, Farmington Township, Oakland County, Michigan, described as follows:

Lots 90 through 111, Woodcreek Hills Subdivision No. 2, part of the S. W. of Section 12, T. N., R. 9.E., in the Village of Wood Creek Farms, Farmington Township, Oakland County, Michigan, as recorded in Liber 121, Page 4 of Plats, Oakland County Records.

WHEREAS, the undersigned Owners are desirous of imposing certain building and use restrictions, conditions, covenants, agreements and easements upon the above described property so as to preserve the value thereof, in manner and form and for the period of time hereinafter set forth:

NOW, THEREFORE, in consideration of the actual mutual benefits to be derived by the undersigned, their respective heirs, representative, successors and/or assigns, IT IS HEREBY DECLARED:

DECLARATION

1. The undersigned, for themselves, their respective heirs, representatives, successors and assigns, do hereby publish and declare and make known to all intending purchasers and future owners of the various lots comprising the said

Lots 9 through 111, Woodcreek Hills Subdivision No. 2, part of the S. W. of Section 12, T. 1N., R. 9.E., in the Village of Wood Creek Farms, Farmington Township, Oakland County, Michigan, as recorded in Liber 121, Page 4 of Plats, Oakland County Records,

so that the same will and shall be used, held and/or sold expressly subject to the following building and use conditions, restrictions, covenants, agreements and easements, which comprise the general plan for the improvement of said subdivision, and which shall be incorporated by reference in all deeds of conveyance of, and contracts for the sale of said lots and run with the land, and be operative up to and until October, 1991, at which time the aforesaid conditions, restrictions, covenants, agreements and easements shall be automatically extended for successive periods of ten (10) years each, unless, by an instrument signed by a majority of the then owners of the lots, it is agreed to change the within conditions, covenants, agreements and easements, in whole or in part; provided, however, that from and after the date hereof, any of the provisions hereof may be altered, changed and/or modified by the written consent and approval Pebble Creek Farms, Inc., its successors or assigns.

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#### RESIDENTIAL LOTS

2. Lots in this subdivision shall be used for single family residential purposes only, and not more than one (1) such residence and one (1) garage shall be placed on each lot: Garages shall contain space for at least two (2) cars. All garages shall conform to the same architectural design of the residence and shall be a part thereof.
3. No dwelling shall be located less than fifty (50) feet from the front lot line, nor shall any dwelling be located less than forty (40) feet from any side street line. All dwellings shall be not less than fifteen (15) feet from any side lot line, with total side yards of thirty (30) feet. Projections forming part of the body of the house are to be construed as part of the house and must be set within such established front building line, providing the steps, front porches, uncovered terraces, balconies and overhangs are not to be construed as part of the house for the purpose of the front building line. Where the set back restriction would create an unusual building hardship or would require the removal of an unreasonable number of trees, the minimum front lot line set back may be lessened to forty (40) feet at the discretion and with the written approval of the Architectural Committee.

#### MINIMUM FLOOR SPACE

4. The minimum floor space for a one floor house shall be 1600 square feet with at least 600 square feet of basement; 2000 square feet for one and one-half and two story homes with at least 600 square feet of basement; 2000 square feet for tri-levels.

#### LOT SIZE

5. Nothing contained herein shall be so construed as to prevent any owner of property from erecting a permitted type of residential building on a parcel of land consisting of one or more fully platted lots or fractional part of more than one lot, without reference to the platted lot lines other than to observe the set back requirements herein above described from front and other property lines, it being specifically understood that a single residential dwelling may be constructed on any lot or lots as platted into Woodcreek Hills Subdivision No. 2. In the event that one or more lots are developed as a single unit all restrictions herein contained shall apply as to a single lot.

#### TREE AND SOIL

6. No trees over 8" in diameter 18' above ground shall be removed or cut nor shall surface soil be dug or removed from any lot without the prior consent of the Architectural Committee, herein after named. All fences, including ornamental fences, must be approved in writing by the said Architectural Committee, and must conform to any and all regulations of the local authorities.

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#### EASEMENTS

7. Easements for installation and maintenance of utilities have been reserved and set forth in the recorded plat of the subdivision above described, and other easements may be subsequently recorded for similar purposes. After such utilities have been installed in any of the above easements (existing or future), planting, fencing, or other lot line improvements shall be allowed so long as access, without charges or liability for damages, be granted for maintenance of utilities or drainage so installed or for the installation of additional utilities.

#### NUISANCES

8. 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. No vehicle may be kept on premises outside of garage over night. Ham Radio Antennae are specifically prohibited. Swimming pools and buildings in conjunction therewith must be enclosed by a fence and approved by the Architectural Committee, and must conform to any and all regulations of local and state authorities.

#### TEMPORARY STRUCTURES

9. Trailers, tents, shacks, barns or any temporary building of any design whatsoever are expressly prohibited within this subdivision and no temporary residence shall be permitted in unfinished residential buildings. This shall not prevent the erection of a temporary storage building for materials and supplies to be used in the construction of a dwelling and which shall be removed from the premises on completion of the building. (Real Estate Sales Offices are not included.)

#### SIGNS

10. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than six (6) square feet advertising the property for sale or rent, or signs used by a builder or architect to identify the property during the construction and sales period. Such signs as are allowed must be maintained in good condition at all times and must be removed on the termination of their use. Developers may have promotional signs of any size while property is under development.

#### LIVESTOCK AND POULTRY

11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that cats, dogs or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

#### REFUSE

12. No lot shall be used or maintained as a dumping ground for rubbish. Trash or other waste shall not be kept except in sanitary containers properly concealed from public view. No outside incinerator shall be maintained or used.

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#### GENERAL CONDITIONS

13. (a) No trailers or commercial vehicles other than those present on business may be parked in the subdivision; (b) no laundry shall be hung for drying in such a way as to be readily visible from the street on which lots front; (c) All houses shall be equipped with electric or gas-fired disposal units.

#### RAPID COMPLETION

14. The erection of any new building or repair of any building damaged by fire or otherwise shall be completed as rapidly as possible and should the owner leave such building in an incomplete condition for a period of more than six (6) months, then the Architectural Committee, or their authorized representatives, are authorized and empowered to tear down and clear from the premises the uncompleted portion of such structure, or to complete the same at their discretion, and in either event, the expense incurred shall be charged against the owner's interest therein, and shall be a lien upon the lands and premises.

#### OLD BUILDINGS

15. No old homes or buildings may be moved onto any lot or lots in this subdivision, excepting for existing structures on Lots 102 and 103 [28451 and 28425 S. Harwich Dr.] of Woodcreek Hills Subdivision No. 2 to remain on lot as platted, with the approval of the Architectural Committee.

#### MATERIALS NOT PERMITTED

16. The following materials shall not be used in the finished exterior of any building on the restricted premises: stucco, log construction, concrete block or cinder block, or any material which the Architectural Committee may consider unsuitable for the use proposed.

#### ROOFS

17. Due to the important effect of roofs to overall dwelling appearance, each dwelling's roof appearance and structure will be subject to review and approval for aesthetic value by the Architectural Committee. Some, but not all of the requirements are as follows:
1. There shall be no butterfly, wing, or shed roofs.
  2. Traditional two-story colonials shall have at least a 5/12 pitch.
  3. Traditional ranches may have a 4/12 pitch, depending on depth of house and height of ridge.
  4. Traditional split levels, because of varying depths of house, will have to be judged on merits in each case.
  5. Contemporary or modern designs will have to be judged on individual merits as presented to the Architectural Committee.

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#### PLAN APPROVAL

18. The Architectural Committee shall have the authority to approve or disapprove plans and specifications and otherwise guide the development of the subdivision as planned and restricted herein.

(a) No building, fence, wall or other structure or construction, grading, land clearing or work of any nature whatsoever, shall be commenced, erected or maintained on any lot nor shall any addition to or changes or alterations until the plans and specifications shall have been submitted in triplicate and approved in writing by the Architectural Committee, and a copy thereof as finally approved, lodged permanently with said Architectural Committee.

(b) The Architectural Committee shall have the right to refuse to approve any such plans and specifications or grading plans which are not suitable or desirable in their opinion for aesthetic or other reasons and which do not comply in every respect with restrictions. In so passing upon such plans and specifications or grading plans they shall have the right to take into consideration suitability of the proposed buildings or other structure to be built on the site; they must harmonize with the surroundings and the effect on the building or other structure as planned on the outlook from adjacent or neighboring property.

(c) Any change in construction after approval of original plans whether made during construction or years later and any later additions to a residence must be approved in writing by the Architectural Committee before work is commenced: Procedure for obtaining such approval is exactly the same as for the original plans, and the applicable restrictions and these restrictions must be complied with in full.

(d) It is understood that the purpose is to cause the subdivision to develop into a beautiful, harmonious residential section.

(e) The Architectural Committee may, in the exercise of their discretion as indicated above, permit the erection of such appurtenances as for example, swimming pools, cabanas, greenhouse or tennis courts.

19. All changes in grade of lots, whether made during construction or any other time, must be approved in writing by the Architectural Committee. The procedure is same as herein outlined, provided they are contained within the established building lines. Approval expires after six months (6), unless construction has begun and prosecuted with reasonable diligence.

#### CONSTRUCTION CLEAN-UP

20. All unused building materials and temporary construction shall be removed from the subdivision within ten (10) days after substantial completion of the construction. The portion of the surface of the earth which is disturbed by excavation and other construction work shall be finish-graded and seeded or covered with other landscaping as soon as the construction work and weather permits, and in no event later than 45 days after premises have been occupied, weather permitting. No storage of material and equipment on any lot will be permitted prior to two weeks of actual construction.

#### ABATEMENT OF VIOLATIONS

21. Violations of any condition or restriction or breach of any covenant herein contained, shall give the Architectural Committee, in addition to all other remedies, the right but not the obligation to enter upon the land as to which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection or other violation that may be or exist thereon contrary to the intent and provisions hereof, and the Architectural Committee shall not thereby become liable in any manner for trespass, abatement or removal.

#### ARCHITECTURAL COMMITTEE

22. The Architectural Committee hereinbefore referred to shall consist of:

Richard A. Coleman

Any submission of plans, specifications, drawings and other matters relating to the construction of homes in said subdivision and/or any other matters required to be approved by said Committee as provided for herein, shall be submitted to the said Committee at the office of Woodcreek Realty Corporation, 4036 Telegraph Rd., Bloomfield Hills, Michigan, or at such other address that it may hereafter be located at. Any vacancy in said Architectural Committee brought about through resignation, death or incapacity to serve shall be immediately filled by the unanimous vote of the Board of Directors of Pebblecreek Farms, Inc..

- (a) The Architectural Committee may at such time as all the properties covered by these restrictions are developed with residential dwellings, or sooner at their election, turn-over the duties and authority of the Architectural Committee to the subdivision association, when such an association is formed by the property owners of the captioned subdivision.

The association in addition to its duties herein contained as Architectural Control Committee, shall have full responsibility for the proper maintenance of all entrance ways, or common area improvements. The cost of operation and maintenance of these entrances and common area improvements shall be the responsibility of all the subdivision residents, based on a prorate share, irrespective of their membership in the Home Owners Association.

#### ENFORCEMENT

23. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any restrictions, either to restrain violations or to recover damages, or by any other complaint action or remedy permitted by law. The institution of any action shall not constitute a waiver or preclude or bar any other remedy or right of action.

#### SEVERABILITY

24. In the event any part or provision of the restrictions contained herein shall be held ineffective or invalid for any reason by waiver, judgment, decree or other court order or otherwise, all other parts and provisions of these restrictions shall nevertheless continue to remain in full force and effect.
25. The provisions of the local zoning ordinance and public health laws, ordinances and regulations, shall also apply to the restricted premises. These requirements must be complied with in addition to the subject restrictions. Compliance with the requirements of one is not necessarily compliance with all.

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#### OPEN STORAGE

26. The open storage for periods exceeding one (1) week of any man-made material and parking and/or open storage of any conveyance for use on the land, in the air or on the water, shall be specifically prohibited on all residential lots covered by these restrictions.
  
27. Out Lot A of Woodcreek Hills Subdivision No. 2 [S.W. corner of Danvers Dr and 12 Mile Rd] has been reserved as a natural park area for the residents only of those dwellings within the boundaries of Twelve Mile Road on the south, Inkster Road on the east, Middlebelt Road on the west and Thirteen Mile on the north, the subject area being more commonly known as the Village of Wood Creek Farms.  
  
Out Lot A is to remain in its natural state. No motor-boats of any type shall be permitted on the waters of Out Lot A, nor shall boats of any nature be docked or left on the shores of said waters. Recreational activities such as picnicking, baseball, football, sledding and such allied sports or recreational activities are prohibited, excepting however, ice skating shall be permitted, weather conditions allowing.
  
28. The terms, covenants and conditions shall remain in full force and effect and be binding upon the undersigned their respective heirs, representatives, successors and assigns and all present and future owners of lots in said Woodcreek Hills Subdivision No. 2 as is more particularly set forth above.
  
29. Within 45 days, (weather permitting) from the completion of the construction off a residential dwelling on any lot covered by these restrictive covenants, the owner thereof must landscape the property, including the establishment and proper maintenance of a growing lawn to the edge of the street pavement fronting or siding on each lot.

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30. Natural streams and water courses as exist within the subdivision shall not be diverted, restrained, dammed or in any way changed from the natural water flow without the written consent of the Architectural Control Committee.

Maintenance of all streams and water courses shall be the obligation of the abutting property owner or owners, through whose property the stream traverses.

If, however, in the judgment of the Architectural Committee the stream needs attention or correction, and the abutting property owners are not cooperating properly, the Committee shall have the right of ingress and egress with the equipment necessary to do and perform the work that it deemed necessary.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 10<sup>th</sup> day of May A.D. 1967.

Signed sealed and delivered  
in the presence of:

WOODCREEK REALTY CORPORATION  
A Michigan Corporation

\_\_\_\_\_  
Dorothy I Duncan

\_\_\_\_\_  
Richard A. Coleman, President  
4036 Telegraph Road  
Bloomfield Hills, Michigan

\_\_\_\_\_  
Richard T. Gieryn

\_\_\_\_\_  
Jasper L. Moore

\_\_\_\_\_  
Robert T. Hatt  
25 Academy Way  
Bloomfield Hills, Michigan

\_\_\_\_\_  
Margaret L. Boothroyd

\_\_\_\_\_  
Susannah B. Hatt, his wife  
25 Academy Way  
Bloomfield Hills, Michigan

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Susannah B. Hatt, individually  
25 Academy Way  
Bloomfield Hills, Michigan

\_\_\_\_\_  
Agnes E. Moses

\_\_\_\_\_  
By Richard W. Heiss, Attorney-in Fact for above  
Henry W. Vaillent and Janet L, Vaillent, 151 West  
Fort St, Detroit, Michigan



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State of Michigan  
County of Oakland

On this 22<sup>nd</sup> day of May A.D., 1967, before me a Notary Public in and for said county, personally came the above named Richard W. Heiss, to me personally known, who, being by me duly sworn, did himself say that he is Attorney-in Fact for above named Henry W. Vaillent and Janet L, Vaillent, and that said instrument was signed in behalf of Henry W. Vaillent and Janet L, Vaillent and the said Richard W. Heiss acknowledged said instrument to be the free act and deed as said Attorney-in Fact.

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Notary Public  
Wayne County, Michigan  
Agnes E. Moses

My Commission Expires Sept. 22, 1967