

SUBDIVISIONS
(Platted)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned, owners of land, and parties having an interest in land in the Village of Wood Creek Farms, County of Oakland, State of Michigan, described as:

Woodcreek Hills Sub. No. 2, part of the South 1/2 of Section 12, Town 1 North, Range 9 East, Village of Wood Creek Farms, Farmington Township, Oakland County, Michigan, according to the plat thereof recorded in Liber 121, Page 4, Oakland County Records.

desire to subject the said land to the restrictions, covenants, easements and charges as hereinafter set forth;

AND, WHEREAS, it is the intent and purpose of the parties hereto to have communication lines installed underground (except necessary above ground communication facilities) to serve Lots 90 through 110 and to have electric power distribution lines placed underground.

NOW, THEREFORE, the undersigned, hereby declares that said premises shall be held, transferred, sold and conveyed subject to the restrictions, covenants, reservations, easements, charges, obligations and powers as follows:

1. Easements for public utilities have been granted to EDISON and BELL by separate instrument.
2. For the purpose of these Restrictions, "EDISON" shall mean THE DETROIT EDISON COMPANY and "BELL" shall mean MICHIGAN BELL TELEPHONE COMPANY.
3. No excavations (except for public utility purposes), no changes of finished grade, and no structures or apparatus of any kind, except line fences, shall be allowed within those utility easements of the subdivision granted to EDISON and BELL. Except as provided herein, the owners shall have the right to make any use of the land, subject to such easements, which is not inconsistent with the right of EDISON and BELL; provided, however, that the owners shall not plant trees or large shrubs within those utility easements used by and granted to EDISON and BELL. EDISON and BELL shall have the right, without incurring any liability to the property owner for so doing, to trim or remove trees, bushes, or other plants of any kind within above said easements and also shall have the right to trim the roots and foliage which grow into said easements belonging to trees, bushes or other plants of any kind lying outside of said easements and, which, in the sole opinion of EDISON and

BELL, interferes with the facilities thereto or is necessary for the installation, reinstallation, modification, repair, maintenance or removal of their underground facilities in those easements used by and granted to EDISON or BELL.

4. At the time of installation of electric service to each residence, the owner of each lot so requesting said service, shall pay to "EDISON" the sum of One Hundred Forty and no/100 (\$140.00) Dollars for the installation of its underground lines to said residence.

5. Should the electric lines of EDISON or the lines of BELL be damaged by acts of negligence on the part of the owners or their agents or contractors, repairs shall be made by EDISON or BELL at the cost and expense of the owners and paid forthwith to EDISON or BELL upon receiving a statement therefor.

6. The grade established by the undersigned in accordance with local governmental regulations at the time the utilities place their underground facilities in the subdivision shall be considered final or finished grade.

No property owner shall make any change in such grade in or near easements or alter any ground conditions, including drainage, when the change in grade or alteration of ground conditions, in the opinion of the utility concerned interferes with the facilities already installed.

7. Property owners shall pay to the utility concerned the cost of relocation or rearrangement of utility equipment where in the opinion of the utility, such relocation or rearrangement is made necessary because of a violation by the property owner, of any of the foregoing restrictions pertaining to utility underground installations.

8. The foregoing restrictions 1. through 7. shall be covenants running with the land and shall not be subject to termination without the consent of the utilities herein concerned.

9. Enforcement shall be by proceeding in a civil action against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.

10. 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.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on this 22 day of June, 1967.

In the Presence of:

PEBBLE CREEK FARMS, INC.
a Michigan corporation,
4036 Telegraph Road
Bloomfield Hills, Michigan

Dorothy I. Duncan
Dorothy I. Duncan
Richard T. Cleryn
Richard T. Cleryn

By Richard A. Coleman
Richard A. Coleman, Pres.

By: _____

Stephen A. Adams
STEPHEN A. ADAMS
L. N. FAIGE
L. N. FAIGE

Richard W. Heiss
Richard W. Heiss, Attorney-in-fact for
Henry W. Vaillant and Janet L. Vaillant,
his wife, 151 West Fort Street,
Detroit, Michigan.

William C. Brimage
WILLIAM C. BRIMAGE

Robert T. Hatt
Robert T. Hatt
Suzannah H. Hatt
Suzannah H. Hatt
Stronghold, RFD #1
Littleton, New Hampshire
individually and as wife of
Robert T. Hatt.

STATE OF MICHIGAN)
COUNTY OF OAKLAND) SS.

On this 22 day of June, 1967, before me the subscri-
ber, a Notary Public in and for said County, appeared Richard A. Coleman and
_____, to me personally known, who being by me duly sworn
did say ^{No. 3} they are the Proxies of _____ of

PEBBLE CREEK FARMS, INC., a Michigan corporation, and that the seal affixed to said
instrument is the corporate seal of said corporation, and that said instrument was
signed in behalf of said corporation, by authority of its Board of Directors, and

Richard A. Coleman and _____

acknowledged said instrument to be the free act and deed of said corporation.

Dorothy I. Duncan
Dorothy I. Duncan
Notary Public, Wayne County, Michigan

My Commission Expires: Aug 21 1967

STATE OF MICHIGAN }
COUNTY OF WAYNE } SS.

On this 7TH day of AUGUST, 1967, before me the subscriber, a Notary Public in and for said County, appeared Richard W. Heine, Attorney-in-fact for Henry W. Vaillant and Janet L. Vaillant, his wife, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

[Signature]
L. M. PRIGG
Notary Public, WAYNE County, Michigan

My Commission Expires: JUNE 13, 1970

STATE OF NEW HAMPSHIRE }
COUNTY OF GRAFTON } SS.

On this 24th day of JULY, 1967, before me the subscriber, a Notary Public in and for said County, appeared ROBERT T. HATT and SUZANNAH B. HATT, individually and as wife of Robert T. Hatt, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

[Signature]
WILLARD C. HROMAGA
Notary Public, Grafton County, New Hampshire

My Commission Expires: 10-15-67

[Vertical Stamp]
REC'D
AUG 25 PM 5 18
NOTARY PUBLIC
STATE OF MICHIGAN

PREPARED BY: Stephen A. McNamee
2000 Second Avenue
Detroit, Michigan 48226

RETURN TO: HAROLD J. PHIALES
2100 SECOND AVENUE - RM. 226
DETROIT, MICHIGAN 48226