

SUBDIVISIONS
(Platted)

24355

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned, owners of land, and parties having an interest in land in the City of Royal Oak, County of Oakland, State of Michigan, described as: **"FROSTWOOD SUBDIVISION", part of the S.E. 1/4 of Section 32, T2N, R11E, recorded in Liber 118, Pages 37 and 38 of Oakland County Plats.**

desire(s) 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 (party)(parties) hereto to have communication lines installed underground (except necessary above ground communication facilities) to serve Lots 15 through 31 and to have a substantial part of the electric power distribution lines placed underground, (except necessary cable pole(s), existing overhead lines, transformers, secondary connection pedestals or switching cabinets) to supply single phase service, to serve Lots 15 thru 31

Lots 1 thru 14 are to be served from overhead electric lines, and shall not be subject to the restrictions contained herein, except that the public utilities shall have the right to trim or remove trees which interfere with the user of the easements in said Lots, and ~~except easements in Lots receiving electric or communication service overhead, namely~~

~~shall have underground lines installed therein for service to other lots in said subdivision and shall be subject to the following restrictions numbered~~

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

1. Private easements for public utilities have been granted on the above described plat.

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 the public utility easements of the subdivision used by 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 the public utility easements used by 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 said easements and also shall have the right to trim the roots and foliage which grow into the 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 any public utility easement of the subdivision.

4. No shrubs or foliage shall be permitted on owner's property within five (5') feet of the front doors of the transformers or switching cabinets; nor shall such shrubs or foliage be permitted within five (5') feet of service connection pedestals.

5. The original or subsequent owners of Lots 15 thru 31

in this subdivision shall own and install underground, at their own expense, the single phase electric service conductors lying between the residences and the transformer of service connection pedestals located in said easements.

6. The installation of all underground electric service conductors shall be twenty-four (24") inches below finished grade and said conductors shall be at least

In the Presence of:

Stephen A. McNamee
Stephen A. McNamee

Irene C. Kata
IRENE C. KATA

Dorianne Weiler
DORIANDE WEILER

Barbara D'Agostino
BARBARA D'AGOSTINO

Virginia D. Thibodeaux
VIRGINIA D. THIBODEAUX

Donald J. Masta
DONALD J. MASTA

THE DETROIT EDISON COMPANY

By M. Pease
M. PEASE
VICE PRESIDENT

By Lillian J. H. Carroll
LILLIAN J. H. CARROLL, ASST. SECRETARY

MICHIGAN BELL TELEPHONE COMPANY

By Carl T. Hall
CARL T. HALL
Staff Supervisor, Right of Way
(Authorized signature)

Mark Builders
a Michigan Co-partnership

By E. R. Hilleboe
E. R. Hilleboe, Partner

By Leonard Pinter
Leonard Pinter, Partner

By Stanley Pinter
Stanley Pinter, Partner

Mark Builders, Inc.
A Michigan Corporation

By Leonard Pinter
Leonard Pinter, President

By E. R. Hilleboe
E. R. Hilleboe, Sec.-Treas.

RECORDED RIGHT OF WAY NO. 42355

STATE OF MICHIGAN)
COUNTY OF Wayne) SS

On this 17th day of April, 1967, before me, a Notary Public in and for said County, appeared E. R. HILLEBOE, LEONARD PINTER, and STANLEY PINTER, to me personally known, who being each by me duly sworn, did say that they are Partners of Mark Builders, a Michigan Co-partnership and that they were authorized to sign said instrument in behalf of said Co-partnership and acknowledged said instrument to be the free act and deed of said Co-partnership.

My Commission expires: _____

DONALD J. MASTA NOTARY PUBLIC
HILLSDALE COUNTY, MICHIGAN
ACTING IN Wayne COUNTY
MY COMMISSION EXPIRES MAR. 15, 1971

Donald J. Masta
Notary Public DONALD J. MASTA

STATE OF MICHIGAN)
COUNTY OF Wayne) SS

On this 17th day of April, 1967, before me, a Notary Public in and for said County, appeared LEONARD PINTER and E. R. HILLEBOE, to me personally known, who being each by me duly sworn, did say that they are the PRESIDENT and SECRETARY-TREASURER, respectively, of Mark Builders, Inc., a Michigan Corporation, and that said instrument was signed in behalf of said Corporation by authority of its Board of Directors, and the said LEONARD PINTER and E. R. HILLEBOE acknowledged said instrument to be the free act and deed of said Corporation.

My Commission expires: _____

DONALD J. MASTA NOTARY PUBLIC
HILLSDALE COUNTY, MICHIGAN
ACTING IN Wayne COUNTY
MY COMMISSION EXPIRES MAR. 15, 1971

Donald J. Masta
Notary Public DONALD J. MASTA

RECORDED RIGHT OF WAY NO. 82800

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 18th day of April, 19 67, before me the subscriber,
a Notary Public in and for said County, appeared M. Pease
and Lillian J. H. Carroll, to me personally known, who being by me duly
sworn did say they are ~~the~~ a Vice President and an Assistant Secretary
of THE DETROIT EDISON COMPANY, a New York 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
M. Pease and Lillian J. H. Carroll
acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires: July 9, 1968

Irene C. Kata
Notary Public, Wayne County, Mich.
IRENE C. KATA

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 17th day of April, 19 67, before me the subscriber,
a Notary Public in and for said County, appeared CARL T. HALL
~~and~~ _____, to me personally known, who being by me duly
sworn did say that he is the Staff Supervisor of MICHIGAN BELL TELEPHONE
COMPANY, a Michigan corporation, and that said instrument was signed in behalf of said
corporation, by authority of its Board of Directors, and CARL T. HALL
acknowledged said instrument to be the free act and deed of said corporation.

DONALD J. RASTA NOTARY PUBLIC
HILLSDALE COUNTY, MICHIGAN
ACTING IN OAKLAND COUNTY
MY COMMISSION EXPIRES MAR. 15, 1971

My Commission expires: _____

Donald J. Rasta
Notary Public, HILLSDALE County, Michigan

2 - #1/0 AWG and 1 - #2 AWG copper; or 2 - #2/0 AWG and 1 - #1 AWG aluminum conductors with RHW-USE insulation or with cross-linked polyethylene insulation. EDISON shall maintain the owners lines leading to the residences, provided, however, that should the electric service conductors of the owners 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 owner(s) and paid forthwith to EDISON or BELL upon receiving a statement therefor.

7. The grade established by the undersigned in accordance with local governmental regulations at the time the utilities place their underground facilities in the easements 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.

8. 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.

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

10. 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.

11. 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 (has)(have) set (its)(their) hand(s) and seal(s) on this 17th day of April, 1967.

In the Presence of:

Virginia D. Thibodeaux
VIRGINIA D. THIBODEAUX

Donald J. Masta
DONALD J. MASTA

Mark Builders
A Michigan Co-partnership
10222 W. McNichols, Detroit

By: E. R. Hilleboe
E. R. Hilleboe, Partner

By: Leonard Pinter
Leonard Pinter, Partner

By: Stanley Pinter
Stanley Pinter, Partner

Mark Builders, Inc.
A Michigan Corporation
10222 W. McNichols, Detroit

By: Leonard Pinter
Leonard Pinter, President

By: E. R. Hilleboe
E. R. Hilleboe, Sec.-Treas.

STATE OF MICHIGAN
COUNTY OF Wayne) SS

On this 17th day of April, 1967, before me, a Notary Public in and for said County, appeared E.R. HILLEBOE, LEONARD PINTER, and STANLEY PINTER, to me personally known, who being by me duly sworn, did say that they are Partners of MARK BUILDERS, a Michigan Co-partnership and that they were authorized to sign said instrument in behalf of said Co-partnership and acknowledged said instrument to be the free act and deed of said Co-partnership.

My Commission expires: DONALD J. MASTA NOTARY PUBLIC
HILLSDALE COUNTY, MICHIGAN
ACTING IN Wayne COUNTY
MY COMMISSION EXPIRES MAR. 15, 1971

Donald J. Masta
Notary Public
DONALD J. MASTA

STATE OF MICHIGAN
COUNTY OF Wayne) SS

On this 17th day of April, 1967, before me, a Notary Public in and for said County, appeared LEONARD PINTER and E. R. HILLEBOE, to me personally known, who being each by me duly sworn, did say that they are the PRESIDENT and SECRETARY-TREASURER, respectively, of Mark Builders, Inc., a Michigan Corporation, and that said instrument was signed in behalf of said Corporation by authority of its Board of Directors, and the said LEONARD PINTER and E. R. HILLEBOE acknowledged said instrument to be the free act and deed of said Corporation.

My Commission expires: DONALD J. MASTA NOTARY PUBLIC
HILLSDALE COUNTY, MICHIGAN
ACTING IN Wayne COUNTY
MY COMMISSION EXPIRES MAR. 15, 1971

Donald J. Masta
Notary Public
DONALD J. MASTA

MEMORANDUM ORDER
FOR GENERAL USE
DL FORM MS 77 12-53

TO H. Stone - 1901 Second - Em. 186 DATE 4-18-67 TIME _____

Re: Underground Service - Frostwood Subdivision - City of Royal Oak - Oakland County - Michigan.

Agreements and Easements obtained by Michigan Bell Telephone Co.

OK to proceed with construction.

COPIES TO E. Olson - 1901 Second - Em. 184
H. W. Priabe - 728 G. G.
REPORT Al Lee - Pontiac Service Center
File ✓

SIGNED *Stephen A. McInnes*
Stephen A. McInnes: vbl
Staff Attorney
Law Department

RECORDED RIGHT OF WAY NO. 154-114

DATE RETURNED _____ TIME _____ SIGNED _____

March 23, 1967

Mark Builders, Inc.
10222 W. McNichols Road
Detroit 21, Michigan

Re: Frostwood Subdivision
Parmenter & Thorncroft Sts.
City of Royal Oak
Oakland County

Gentlemen:

Subject to our agreement with you for the installation of underground electric lines in the above project, The Detroit Edison Company, will own, install and maintain its electric lines and equipment and provide trenching in easements six (6') feet in width, which will be subsequently platted or provided by separate easement instrument at a cost to you of \$544.25 based on 1555 trench feet at the rate of 35 cents per trench foot. This cost is based on the location of lines and equipment as shown on the combined utility plan as approved on October 26, 1966. Any changes in these locations may require an adjustment in the cost figures.

Normally, trenching operations will not be undertaken during December, January, February, or March unless ground conditions are suitable. However, if you request us to trench under adverse conditions and will make payment to us for any additional costs to us over and above the trenching cost stated above, we will proceed with the installation.

RECORDED RIGHT OF WAY

Mark Builders, Inc.

-2-

March 23, 1967

The future maintenance of our electric lines in the proposed easements does not include repair of damage to our lines and equipment caused by you, your contractors, agents, employes, successors, and assigns. If such damage should occur, we would expect reimbursement for repairs.

For your convenience, we will bill you on terms of thirty (30) days.

Very truly yours,

Floyd W. Sell

Floyd W. Sell
Asst. Division Manager

ACCEPTED

Mark Builders Inc.

Lynal P. Pitzer

Date: 4-6-67

RECORDED RIGHT OF WAY NO. 24852

SUBDIVISIONS
(PLATTED)

AGREEMENT

THIS AGREEMENT, made this 17th day of April, 1967,
between Mark Builders, a Michigan Co-partnership, 10222 W. McNichols, Detroit,
Michigan, and Mark Builders, Inc., a Michigan Corporation, 10222 W. McNichols, Detroit,
Mich.
hereinafter referred to as "DEVELOPER", and THE DETROIT EDISON COMPANY, a New York
corporation, with offices at 2000 Second Avenue, Detroit, Michigan 48226, hereinafter
referred to as "EDISON", and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation,
with offices at 1365 Cass Avenue, Detroit, Michigan, 48226, hereinafter referred to as
"BELL".

W I T N E S S E T H :

WHEREAS, DEVELOPER has developed land in the City of Royal Oak,
County of Oakland, State of Michigan, described as: "FROSTWOOD SUBDIVISION",
part of the S.E. 1/4 of Section 32, T2N, R11E, recorded in Liber 118, Pages 37 and
38 of Oakland County Plats.

WHEREAS, DEVELOPER has submitted the plat of a subdivision to EDISON and BELL
for their respective approvals of private easements for public utilities described
thereon and desires that EDISON and BELL install their lines underground (except neces-
sary cable poles and above ground facilities necessary to such underground installations,
and except existing overhead lines) for communication and single phase electric service in
said easements, except lots 1 thru 14

which are to receive overhead electric and communication service.

~~Easements in, over, and under the lots 15 thru 81~~

~~shall have underground lines installed for service beyond said lots.~~

NOW, THEREFORE, in consideration of the mutual promises and covenants herein
made between DEVELOPER and EDISON and BELL, it is hereby agreed as follows:

I.

DEVELOPER AGREES

1. To record, prior to utility installation, the plat of subdivision with
private easements for public utilities, including streetlight cables acceptable to
EDISON and BELL, and/or record a separate instrument granting any additional private
easements for public utilities deemed necessary by EDISON and BELL.

2. To execute a restriction agreement containing language satisfactory to
EDISON and BELL for their underground installations.

3. To install sanitary sewers when required by governmental authority with sewer taps extending three (3') feet beyond easement limits for each lot prior to installation of electrical underground or communication lines in easements so that sewer connections can be made, without undermining electrical system or communication lines. Sewer, water and gas lines may cross but may not be installed within the six (6') foot easements used for electric and communication utility facilities.

4. To grade easements to finished grade in accordance with local governmental regulations prior to installation of underground lines so that said lines can be properly installed in relation to finished grade. The grade established for the subdivision at the time the utilities place their facilities in the easements shall be considered finished grade.

5. To place survey stakes indicating property lot lines before and after trenching to enable EDISON and BELL to properly locate their facilities including lines, transformers and pedestals.

6. DEVELOPER further agrees that if subsequent to the installation of the utility's facilities by EDISON or BELL, it is necessary to repair, move, modify, rearrange or relocate any of their facilities to conform to a new plot plan or change of grade made by DEVELOPER, or for any cause or changes attributable to public authority having jurisdiction or to DEVELOPER's action or request, DEVELOPER will forthwith pay the cost and expense of repairing, moving, modifying, rearranging or relocating said facilities to EDISON or BELL upon receipt of a statement therefor. Further, that if the electric or communication utility facilities of EDISON or BELL, or the electric service conductors owned and installed by DEVELOPER or their successors or assigns and which EDISON will maintain, are damaged by acts of negligence on the part of the DEVELOPER, or by contractors engaged by DEVELOPER or their successors or assigns, repairs shall be made by the utilities named herein at the cost and expense of DEVELOPER or their successors and assigns and shall be paid forthwith to EDISON or BELL by DEVELOPER or their successors and assigns upon receiving a statement therefore.

7. To remove at DEVELOPER's expense all trees, shrubbery or obstructions which may be necessary or required for installation of electric and communication facilities in the easements, and to trench in accordance with separate letter agreement between EDISON and DEVELOPER, and to locate trenches in easements and to backfill in accordance with drawings and specifications of the utilities. The DEVELOPER assures EDISON and BELL that the backfill shall be free of rubble and clods of hard or frozen

RECORDED IN CITY OF WY. NO. 264505

dirt and shall not contain material which can damage emplaced lines. All backfilling of road crossings to comply with all regulations of public authorities having jurisdiction over roads.

8. To pay all extra costs incurred by the utilities if paving is done before cable or conduit crossings are in place.

9. In the event electric service conductors to residences are furnished and installed by DEVELOPER, between the transformers or service connection pedestals and the residences, the DEVELOPER shall install at least 2 - #1/0 AWG and 1 - #2 AWG copper; or, 2 - #2/0 AWG and 1 - #1 AWG aluminum conductors with RHW-USE insulation or with cross-linked polyethylene insulation. Services to be installed twenty-four (24") inches below finished grade.

II.

UTILITIES AGREE:

1. Upon completion of the above requirements to furnish, install, own and maintain, at their own expense, (except costs and expenses set forth in Paragraphs numbered 6, 7, 8 and 9 above), all electric and telephone communication facilities in the private easements for public utilities located in the lands described ~~in Appendix "A"~~ EDISON will maintain, at its expense, the electric service conductors lying between its facilities in said private easements for public utilities and the residences erected on said lots subject to provisions of Paragraph No. 6 above.

This agreement shall inure to the benefit of and be binding upon the respective heirs, administrators, executors, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

In the Presence of:

DOCUMENT PREPARED BY:
DONALD J. WYSLA
23500 NORTHWESTERN HWY.
SOUTHFIELD, MICHIGAN

RECORDED REC'D OF WAY NO. 24355