



NOW THEREFORE, the undersigned, hereby declare(s) that said premises 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 provide herein, the owners shall have 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 with sad 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 146 through 247 in this Subdivision shall own and install 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 service conductors shall be twenty-four (24") inches below finished grade and said conductors shall be 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. 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 government 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 violations 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 18th day of March, 1969.

