

EASEMENT

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, the right is hereby granted and conveyed to THE DETROIT EDISON COMPANY, 2000 Second Avenue, Detroit, Michigan and the MICHIGAN BELL TELEPHONE COMPANY, 1365 Cass Avenue, Detroit, Michigan their licensees, lessees, successors, and assigns, to construct underground line facilities for the purpose of providing electric service and communication service, including necessary conduits, wires, cables, manholes and equipment, in, under, upon, over, and across the property located in the Township of West Bloomfield, County of Oakland, State of Michigan further described as follows:

Outlot A of Potomac Green No. 1, a subdivision of part of the No 1/4 of Section 27, T2N, R9E, West Bloomfield Township, Oakland County, Michigan as recorded in Liber 121, Page 39, Oakland County Records.

with full right of ingress and egress upon the said premises to employees or appointees of said grantees to construct, reconstruct, repair, operate, and maintain said line facilities.

The route of the line facilities is described as follows:

A six foot easement, the East line of which shall begin at the Southeast corner of Lot 173, Potomac Green No. 1 and run generally southerly to a point on the South line of Outlot A distant 112 feet East of the Southwest corner of said Outlot A.

This grant is hereby declare binding upon the heirs, successors, and assigns of the undersigned grantor.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal this 27th day of October, 1969.

WITNESS:

PULTE LAND OF MICHIGAN CORPORATION
A Michigan Corporation
formerly known as PULTE LAND COMPANY
PO Box 266
Birmingham, Michigan

William E. Klockow
William E. Klockow

BY: Charles R. Eskew
Charles R. Eskew - Vice President

Brunodine Keyser
Brunodine Keyser

BY: James F. Reed
James F. Reed - Assistant Treasurer

STATE OF MICHIGAN
COUNTY OF Oakland

On this 27th day of October, 1969, before me appeared Charles R. Eskew and James F. Reed to me personally known, who being by me severally duly sworn, did say that they are respectively Vice President and Assistant Treasurer of PULTE LAND OF MICHIGAN CORPORATION, a corporation created and existing under the laws of the State of Michigan and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said Charles R. Eskew and James F. Reed acknowledged the said instrument to be the free act and deed of the said corporation.

My commission expires: 1-11-72

Dorothy L. Walker
Notary Public

Oakland County, Michigan

RECORDED RIGHT OF WAY NO.

24690

SUBDIVISIONS
(PLATTED)

AGREEMENT

THIS AGREEMENT, made this 20th day of September, 1967,
between PULTE LAND COMPANY, a Michigan Corporation,
5510 Hobnail Circle, Birmingham, Michigan

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 Township of W. Bloomfield
County of Oakland, State of Michigan, described as: "PUT MAC GREEN SUBDIVISION,
NO. 1", part of the S.E. 1/4 of Section 27, T2N, R9E, as recorded in Liber 121, Page
39, Oakland County Records.

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 necessary 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~~

~~which are to receive overhead electric and communication service.~~

Easements in, over, and under the subdivision
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.

RECORDED RIGHT OF WAY NO. 24690

Handwritten notes and signatures at the bottom of the page.

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IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, the right is hereby granted and conveyed to THE DETROIT EDISON COMPANY, 2000 Second Avenue, Detroit, Michigan, and the MICHIGAN BELL TELEPHONE COMPANY, 1365 Cass Avenue, Detroit, Michigan their licensees, lessees, successors, and assigns, to construct underground line facilities for the purpose of providing electric service and communication service, including necessary conduits, wires, cables, manholes and equipment, in, under, upon, over, and across the property located in the Township of West Bloomfield, County of Oakland, State of Michigan further described as follows:

A parcel of land in the Southeast 1/4 of Section 27, T2N, R9E, West Bloomfield Township, Oakland County, Michigan, being described as: Beginning at the Northwest corner of Lot 98 of "Rolling Hills Sub-division", recorded in Liber 119, Page 37, Oakland County Records. Thence Easterly along the North line of said Lot 150.14 feet; thence Northwesterly 70 feet plus or minus to the Southeast corner of Lot 173 of "Potomac Green Subdivision No. 1 recorded in Liber 121, page 39, Oakland County Records. Thence Westerly 126.50 feet along the South line of said lot; thence Southerly 62.50 feet along the East line of Pinecroft Drive to point of beginning.

with full right of ingress and egress upon the said premises to employees or appointees of the said grantees to construct, reconstruct, repair, operate, and maintain said line facilities.

The route of the line facilities is described as follows:

A six foot easement running parallel and adjacent to the east line of the above described property. **All activities of the Grantees shall be confined to this six foot strip.**

Land disturbed by the grantees shall be reasonably restored to condition existing prior to start of grantees work operations.

This grant is hereby declared binding upon the heirs, successors, and assigns of the undersigned grantor.

IN WITNESS WHEREOF, WE have hereunto set OUR hand and seal this 20th day of OCTOBER, 19 69.

WITNESS:

West Bloomfield Schools ~~District No. 5~~
BOARD OF EDUCATION

Anthony P. Witham
Anthony P. Witham

BY: R. A. Carter
R. A. Carter VICE PRESIDENT

Cv James Lafkiofes
Cv James Lafkiofes

BY: Agnes B. Scott
Agnes B. Scott SECRETARY

RECORDED RIGHT OF WAY NO. 24690

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 its 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 its successors or assigns, repairs shall be made by the utilities named herein at the cost and expense of DEVELOPER or its successors and assigns and shall be paid forthwith to EDISON or BELL by DEVELOPER or its 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 RIGHT OF WAY NO. 24690

EASEMENT

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, the right is hereby granted and conveyed to THE DETROIT EDISON COMPANY, 2000 Second Avenue, Detroit, Michigan and the MICHIGAN BELL TELEPHONE COMPANY, 1365 Cass Avenue, Detroit, Michigan their licensees, lessees, successors, and assigns, to construct underground line facilities for the purpose of providing electric service and communication service, including necessary conduits, wires, cables, manholes and equipment, in, under, upon, over, and across the property located in the Township of West Bloomfield, County of Oakland, State of Michigan further described as follows:

Outlot A of Potomac Green No. 1, a subdivision of part of the NE 1/4 of Section 27, T2N, R9E, West Bloomfield Township, Oakland County, Michigan as recorded in Liber 121, Page 39, Oakland County Records.

with full right of ingress and egress upon the said premises to employees or appointees of said grantees to construct, reconstruct, repair, operate, and maintain said line facilities.

The route of the line facilities is described as follows:

A six foot easement, the East line of which shall begin at the Southeast corner of Lot 173, Potomac Green No. 1 and run generally southerly to a point on the South line of Outlot A distant 142 feet East of the Southwest corner of said Outlot A.

This grant is hereby declare binding upon the heirs, successors, and assigns of the undersigned grantor.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal this 27th day of October, 1969.

WITNESS:

PULTE LAND OF MICHIGAN CORPORATION
A Michigan Corporation
formerly known as PULTE LAND COMPANY
PO Box 266
Birmingham, Michigan

William E. Klockow
William E. Klockow

BY: Charles R. Eskew
Charles R. Eskew-Vice President

Brunodine Keyser
Brunodine Keyser

BY: James F. Reed
James F. Reed - Assistant Treasurer

STATE OF MICHIGAN
COUNTY OF Oakland

On this 27th day of October, 1969, before me appeared Charles R. Eskew and James F. Reed to me personally known, who being by me severally duly sworn, did say that they are respectively Vice President and Assistant Treasurer of PULTE LAND OF MICHIGAN CORPORATION, a corporation created and existing under the laws of the State of Michigan and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said Charles R. Eskew and James F. Reed acknowledged the said instrument to be the free act and deed of the said corporation.

My commission expires: 1-11-72

Dorothy L Walker
Notary Public

Oakland County, Michigan

RECORDED RIGHT OF WAY NO. 24690

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 of 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:

Joyce R. Hester
Joyce R. Hester

Grace S. Bateman
Grace S. Bateman

PULTE LAND COMPANY

By: Robert M. Rock
Robert M. Rock

By: James A. Monroe
James A. Monroe

COPIES PREPARED BY
[illegible]
[illegible]
[illegible]

RECORDING RIGHT OF WAY NO. 24690

STATE OF MICHIGAN)
COUNTY OF WAYNE)

SS.

On this 2nd day of October, 1967, before me the subscriber,
a Notary Public in and for said County, appeared A. L. Kasameyer
and Lillian J.H. Carroll, to me personally known, who being by me duly
sworn did say they are the Director, Properties & Rights of Way Dept. and an Asst. 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
A. L. Kasameyer and Lillian J.H. Carroll
acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires: July 9, 1968

Irène C. Kata
Notary Public, Wayne County, Mich.
IRÈNE C. KATA

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

SS.

On this _____ day of _____, 19____, before me the subscriber,
a Notary Public in and for said County, appeared _____
and _____, to me personally known, who being by me duly
sworn did say that he is the _____ 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 _____
acknowledged said instrument to be the free act and deed of said corporation.

Notary Public, _____ County, Michigan

My Commission expires: _____

RECORDED RIGHT OF WAY NO. 271622

STATE OF MICHIGAN)
COUNTY OF Oakland) SS

On this 20th day of October, 1968, before me appeared

R. A. Carter and Agnes B. Scott

to me personally known, who being by me severally duly sworn, did say that they are respectively Vice President and Secretary of Board of Education, West Bloomfield Schools, a corporation created and existing under the laws of the State of Michigan and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said R. A. Carter, Vice President and Agnes B. Scott, Secretary acknowledged the said instrument to be the free act and deed of the said Board of Education, West Bloomfield Schools.

My commission expires 1-14-77

Betty J. Brock
Notary Public
Oakland County, Michigan.

STATE OF MICHIGAN)
COUNTY OF _____) SS

On this _____ day of _____, 19____, before me appeared

_____ and _____
to me personally known, who being by me severally duly sworn, did say that they are respectively _____ and _____ of _____, a corporation created and existing under the laws of the State of Michigan and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said _____ and _____ acknowledged the said instrument to be the free act and deed of the said _____

My commission expires _____

Notary Public
_____ County, Michigan.

RECORDED RIGHT OF WAY NO. 24690

4 24370

IN L 5089 P 427
Oakland
County
Records

DECLARATION OF BUILDING AND USE RESTRICTIONS

FOR

POTOMAC GREEN NO. 1 SUBDIVISION

WHEREAS, PULTE LAND COMPANY, a Michigan Corporation, of 5510 Hobmail Circle, Orchard Lake, Michigan, herein after referred to as First Party, WALNUT GREEN ROAD COMPANY NO. 2, a Michigan Co-Partnership, 806 Washington Boulevard, Detroit, Michigan, and DETROIT MORTGAGE AND REALTY COMPANY, a Michigan Corporation, 328 Larned Street, Detroit, Michigan, are the owners of land which has been platted into a subdivision known and described as follows, to-wit:

"POTOMAC GREEN NO. 1," a subdivision of part of the Northeast 1/4 of Section 27, Town 2 North, Range 9 East, West Bloomfield Township, Oakland County, Michigan, as recorded in Liber 121, pages 39, 40 and 41, Oakland County Records.

WHEREAS, the parties hereto desire to subject all said lots in said subdivision to certain mutual and uniform building and use restrictions, conditions, obligations, reservations, rights, powers, and charges as hereinafter set forth.

NOW THEREFORE, in order to provide for the development of said lots as a residential community of the highest type, and in obligations, reservations, rights, powers and charges, as binding and of full force and effect upon, and enforceable in behalf of and against all of said lots and the present and future owners and occupants thereof, the parties hereto hereby declare that each and everyone of said lots shall be subject to and charged with all the following building and use restrictions, conditions, obligations, reservations, rights, powers, and charges to which all future conveyances of any of said lots shall be subject, and as to which the recording of this declaration in the office of the Register of Deeds for the County of Oakland, State of Michigan, shall be notice to all purchasers.

1. The said subdivision known as "Potomac Green No. 1" shall be used and occupied for single residence purposes only, and nothing shall be done or permitted thereof which shall or may interfere with or detract from such use and occupation thereof.
2. No building or other structures shall be erected, altered, moved onto or permitted on any lot in Potomac Green Subdivision No. 1 other than one (1) single family dwelling house with an attached garage; except that a garden tool house, swimming pool, tennis court, badminton court, walls or fences and such other auxiliary construction, as in the opinion of First Party are in harmony and in conformance with the character of said subdivision and these restrictions, may be erected in such manner and location as first Party may permit in writing.
3. No temporary or unfinished structures may be occupied as residences at any time prior to completion according to approved plans.
4. No dwelling shall be erected, altered or permitted on any lot in the said subdivision which provides less than one thousand (1,000) square feet of floor area at the first floor level for two-story houses; or one thousand six hundred fifty (1,650) square feet of floor area at the first floor level for one and one-half (1-1/2) story houses. As used herein, "1st floor" shall mean the floor which is at substantial grade level of the entrance facing the street on which such dwelling house fronts.

RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS

24690

"2nd floor" shall mean the floor above such 1st floor, "Living area" as used herein, shall include the actual area within the outer surfaces of the outside walls, except any garage, basement, unheated porch, breezeway or entrance-way, but may include any finished living area which is above such enclosed or heated porch, breezeway or garage.

5. No dwelling shall be erected or altered in this said subdivision which provides less than twenty thousand (20,000) cubic feet of content.
6. The following materials shall not be used in the finished exterior of any building on the restricted premises; Stucco unless on masonry or expanded metal lath, log construction, unpainted concrete block or unpainted cinder block, or any materials which First Party under Paragraph 7 hereof may consider unsuitable for the use proposed.
7. No dwelling shall be erected, altered, or permitted upon any lot in the subdivision unless such dwelling shall have the First Party's written approval thereof first obtained in the manner herein set forth. No grade in said subdivision shall be changed, no structure erected or other construction done in said subdivision, unless First Party's written approval thereof is obtained in the manner herein set forth. Before any work shall be commenced on any grading, building, fence, wall, or other structure or other construction in said subdivision, the plot plan and construction plans and specifications shall be submitted in duplicate to First Party and its written approval thereof obtained. Such plot plan shall show the finished grade, the plot, the location of the dwelling and of all other structures and construction. The construction plan and specifications shall also show the size, type, materials of the construction, the grade and elevation of the building and structures. One copy of such plans shall be lodged permanently with the First Party. First Party shall not give its approval of such proposed construction unless in its opinion, upon completion in accordance with such plans and specifications, such dwelling, grades and any other structures or construction shown thereby will comply in all respects with the restrictions set forth therein, and the external design and materials and locations thereof will be in harmony with the character of the subdivision and with the topography and grade elevations both of the lot upon which the proposed construction is to take place, and with the neighboring lots in the subdivision.
8. The erection of any new building and the re-erection, rebuilding or repair of any of such structures, shall be pushed to completion as rapidly as practical.
9. All unused building materials and temporary construction shall be removed from the subdivision within 60 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.
10. Every owner shall promptly dispose of all of his refuse and garbage so that it will not be objectionable to neighboring property owners. No outside storage for refuse or garbage or outside incinerator shall be maintained or used. Each residence shall be equipped with a garbage disposal unit installed inside the dwelling house and operated by electricity, gas or similar power or fuel.

11. No signs, posters, billboards or other advertising devices or symbols shall be erected or displayed in the subdivision or on any buildings or fences therein, except, "For Sale" signs not more than 6 feet in area, advertising a single lot or house, and except that signs of larger size may be erected and displayed by First Party advertising the subdivision.
12. WHEREAS, it is the intent and purpose of the parties hereto to have telephone lines installed underground and to have electric power distribution lines placed underground to supply single phase 120 volt, three wire, 60 cycle service for lots 84 through 173 inclusive, and to provide for certain rights and benefits to the utilities placing their lines underground.
 - A. Private easements for public utilities have been granted on the plat of Potomac Green No. 1.
 - B. 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. Except as provided herein, the owner shall have the right to make any use of the land, subject to such easements, which is not inconsistent with the right of the utility; provided, however, that the owner shall not plant trees or large shrubs within the public utility easements. The public utilities shall have the right to trim or remove any trees, bushes, or other plants of any kind within said easements and also shall have the right to trim any trees, bushes, or other plants of any kind outside of said easements which, in the sole opinion of the utilities, interferes with the facilities thereto or is necessary for the installation, re-installation, repair, maintenance, or removal of their facilities, in any public utility easement of the subdivision. The trimming or removal of such trees, shrubs or plants of any kind by a public utility for the purposes set forth above shall be without liability to the utility.
 - C. No shrubs or foliage shall be permitted on owner's property within five (5') feet of the front doors of the transformer enclosures and no shrubs or foliage shall be permitted within five (5') feet of secondary connection pedestals.
 - D. The original or subsequent owners of lots 84 through 173 inclusive shall install underground, own, maintain and replace at their own expense, the single phase electric service conductors laying between the transformers or secondary connection pedestals located in said easements and the residences erected on said lots.
 - E. The installation of all underground electric 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.
 - F. The original or subsequent owners of lots 84 through 173 inclusive, to whom telephone service is now or hereafter furnished shall be responsible for furnishing, at no cost to the utility, the trenching, and the backfilling necessary for the installation, maintenance or repair of telephone facilities from the public utility easement to the residence as required by the utility. The property owners and not the utility shall be responsible for injury or damage to persons or property caused by the trenching, existence or backfilling of the trench.

- G. The grade established by the developed at the time the utilities place their underground facilities in the easements shall be considered final or finished grade.
- H. 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.
- I. The foregoing restrictions A. through H. shall be covenants running with the land and shall not be subject to termination without the consent of the utilities herein concerned.
- J. Enforcement shall be by proceeding in civil action against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.
13. No more than one dwelling per lot as originally platted shall be constructed in said subdivision.
14. No lot may be divided or any part of any given lot be sold separately except by the First Party.
15. In the event any part or provision of the restrictions contained in this indenture should be held ineffective or invalid for any reason, by waiver, judgement, decree or other court order or otherwise, all other parts and provisions of these restrictions, shall nevertheless remain in full force and effect.
16. The restrictions, easements and covenants set forth herein are for the benefit of all present and future owners of lots in said subdivision. First Party and each party who accepts title to any part of said subdivision binds himself, his heirs, legal representatives, successors and assigns, to the covenants and agreements on his part herein contained. It is understood and agreed that all the covenants, easements, and restrictions herein set forth run with the land and shall bind and inure to the benefit of First Party and all parties acquiring an interest in said subdivision, their respective heirs, successors and assigns.
17. Any or all rights, and duties relative to easements, supervision, control and approval of building restriction lines or adjustment, thereof, grading, buildings, and other construction and plans therefor reserved or given to First Party under these restrictions may be assigned, transferred and conveyed by First Party to any corporation or association in which the owners of 70 or more of the lots in said plat are stockholders or members and thereupon First Party shall be released of any obligation hereunder. Such transfer shall be made not later than receipt of written demand therefor signed by the owners of 70 or more of such lots. Said corporation or association shall thereupon at its own expense and without further authorization be entitled in behalf of First Party and all owners of lots in said subdivision to exercise all such rights and perform all such duties.
18. Violation of any restriction or breach of any covenant herein contained, shall give First Party, 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 construction or other violation that may be or exist thereon contrary to the intent and provisions hereof and First Party shall not thereby become liable for trespass, abatement, removal or in any other manner.

19. All the restrictions, conditions, covenants, charges, easements, and agreements, except those contained in Paragraph 12, Sections A. through J. shall exist until December 31, 1985, and shall automatically be continued thereafter for successive periods of 15 years each, provided, however, that the owners of the fee simple title of 60 or more of the lots in said subdivision may release all or part of said lots from all or any portion of these restrictions on December 31, 1990, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing the same in Office of Register of Deeds for Oakland County, Michigan, on or before December 31, 1985; and provided further that the owners of the fee simple title of 60 or more of the lots in said subdivision may release all or part of said lots from all or any portion of these restrictions at the end of such successive 15 year periods by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing the same in Office of Register of Deeds for Oakland County at least five (5) years prior to the expiration of any such 15 year period.

20. As used herein, the word "he" shall be used as synonymous with the words "she", "its", and "they", and the word "this" synonymous with the words "her", "its", and "their".

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this 6th day of September 1967.

IN the presence of:

PULTE LAND COMPANY

David J. Holl
James H. Monroe

By William J. Pulte
 William J. Pulte, President
Robert M. Mock
 Robert M. Mock, Vice Pres. & Treas.

John Clark
Betty B. Bell

WALNUT GREEN ROAD COMPANY NO. 2
 By Charles A. Parcels, Jr.
 Charles A. Parcels, Jr.
 General Partner

Georgia Earnest
Dorcas H. Smith

DETROIT MORTGAGE & REALTY COMPANY
 By James F. Danboe
Cecily Newcomb

RECORDED FIRST OF WAY NO. 24690

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

On this 6th day of September 1967, before me personally appeared William J. Pulte and Robert M. Mock, to me personally known, who, being by me sworn did each for himself say that they are, respectively, the President and Vice President-Treasurer of PULTE LAND COMPANY, the Corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said William J. Pulte, and Robert M. Mock acknowledged said instrument to be the free act and deed of said corporation.

Feb. 24, 1968
My Commission Expires

Dorothy L. Walker
Dorothy L. Walker
Notary Public
Oakland, County, Michigan

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

On this 6th day of September, 1967, before me personally appeared Charles A. Parcels, Jr. to me personally known who, being by me sworn did say that he is the General Partner of Walnut Green Road Company No. 2, a Michigan Co-Partnership and that he has authority to execute the above instrument for the said "Walnut Green Road Company No. 2".

My Commission Expires
BETTY G. BELL
Notary Public, Wayne County, Mich.
My Commission Expires July 13, 1969

Betty G. Bell
Notary Public
County, Michigan

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

On this 6th day of September, 1967, before me personally appeared Thomas F. Decker, President and Glady Newland to me personally known, who being each by me duly sworn did say that they are the Vice President and Assistant Secretary respectively of the Detroit Mortgage & Realty Company, a Michigan Corporation and that the seal affixed to said instrument is the Corporate Seal of said corporation and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors and the said Thomas F. Decker and Glady Newland acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires
BETTY G. BELL
Notary Public, Wayne County, Mich.
My Commission Expires July 13, 1969

Betty G. Bell
Notary Public
County, Michigan

24690

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

TO Art Lawrence 1901 Second Room 184 DATE 9-22-67 TIME _____

Re: Underground Service, Potomac Green No. 1, W. Bloomfield Twp., Oakland County
Agreements - easements obtained by MEI. MEI to notify us by October 31st if off
site 60' easement from school board is obtained. OK to proceed with construction.

COPIES TO R. H. Olson 1901 Second Room 184 SIGNED Stephen A. McManis
E. W. Friebe 728 G. O. Stephen A. McManis
REPORT Al Lee, Sales, Public Service Center Staff Attorney, Law Dept.
file

DATE RETURNED _____ TIME _____ SIGNED _____

July 1, 1967

Pulte Land Company
4017 Waterwheel Lane
Bloomfield Hills, Michigan

Re: Potomac Green No. 1
Walnut Lake Road
nr. Green Road
West Bloomfield Township
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 \$1912.75 based on 5465 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 March 1, 1967. 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.

RECORDS CENTER	
RECEIVED	OCT 9 1967
CLASSIFIED	

RECORDED RIGHT OF WAY NO. 24692

Fulte Land Company

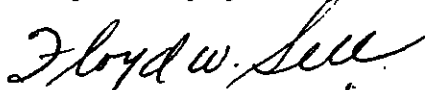
-2-

July 1, 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
Asst. Division Manager

ACCEPTED



FULTE LAND COMPANY

Date: July 11, 1967

RECORDED REG. CP WAY NO 24620

July 20, 1966

Mr. George Smith
520 N. Zeeb Road
Ann Arbor, Michigan

RE: Vienna Woods # 2
Florence and Pratt Road
Ann Arbor, Michigan

Dear Mr. Smith:

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 \$2222.50 based on 6350 trench feet at the rate of \$.35 per trench foot. This cost is based on the location of lines and equipment as shown on the combined utility plan as approved on June 30, 1966. Any changes in these locations may require an adjustment in the cost figures.

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.

Please sign three enclosed copies where indicated and return in the enclosed envelope. You may retain the fourth copy for your file. For your convenience, we will bill you on terms of thirty (30) days.

Very truly yours,

Edward J. Hanselman
Edward J. Hanselman
Secondary Power Inspector

ACCEPTED

x *George Smith*

Date: 5-6-67

RECORDS CENTER
RECEIVED OCT 9 1967
THAT CLASSIFIED