

THIS AGREEMENT, made this 15th day of March, 1962, between JAMES T. LYNCH, INC., a Michigan corporation, with offices at 32833 Old Post Road, Birmingham, Michigan, hereinafter referred to as "DEVELOPER", and THE DETROIT EDISON COMPANY, a New York corporation, with offices at 2000 Second Avenue, Detroit 26, Michigan, hereinafter referred to as "EDISON".

WHEREAS, DEVELOPER has developed land in the Village of Beverly Hills, County of Oakland, Michigan, containing two or more acres of land.

Greenwich Green, Village of Beverly Hills, being part of Northeast 1/4 of Section 3, Town 1 North, Range 10 East, Oakland County

WHEREAS, DEVELOPER has submitted the plan of subdivision to EDISON for approval of private easements for public utilities described thereon and DEVELOPER desires that EDISON install its electric distribution lines for electric underground, (except necessary cable poles) single phase, 120/240 volt, three wire, 60 cycle service, in said easements, except Lots 1 through 9 which are to be served overhead.

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

Responsibility of DEVELOPER

1. Plat shall contain two (2) or more acres of land.
2. Record, prior to utility installations, the plat of subdivision with private easements for public utilities and easements for streetlight cables included thereon, acceptable to EDISON, or record separate instrument granting private easements for public utilities and easements for underground streetlight cables, acceptable to EDISON.
3. Recording of restriction agreement to include requested language as to utilities marked "EXHIBIT A", attached hereto and made a part hereof.
4. Install sanitary sewers, when required by governmental authority, and sewer taps made three (3) feet beyond easement limits for each lot prior to installation of electrical underground lines in easement so that sewer connections can be made without undermining electrical system ducts.

Sec. 3; NE 1/4, NE 1/4; Greenwich Green Sub.

RECORDED RIGHT OF WAY NO. 21405

5. Survey stakes indicating property lines must be properly emplaced before and after trenching.

6. Land embraced by plat must be so graded that underground ducts for electrical distribution service can be properly installed in relation to finished grade.

7. All trenching, backfilling, and removal of trees or shrubbery required for installation of ducts for electric lines in private easements for public utilities shall be done at expense of DEVELOPER. Location of trenches in easements and manner of backfilling to be in accordance with specifications furnished by EDISON. The backfill shall be free of rubble and clods of hard or frozen dirt and shall not contain material which can damage emplaced conduit. All backfilling in road crossings to comply with all regulations of public authorities having jurisdiction over roads.

8. When electric service to residences is to be furnished by DEVELOPER, furnish and install between the residence and the transformer enclosure, located in the private easements for public utilities, three (3) service conductors, at least #1/0 copper in size, with insulation of a type approved by National Electrical Code for direct burial and installed underground in accordance with specifications furnished by EDISON.

Responsibility of EDISON

Upon the completion of the above requirements necessary for the installation of underground electric distribution service, EDISON will furnish, install, own and maintain, at its expense, the ducts, high voltage cable, cable poles, transformers, transformer enclosures and secondary connection pedestals located in the private easements for public utilities.

In the Presence of:

Donald G. McKenzie
Donald G. McKenzie

Jeannette E. Trost
Jeannette E. Trost

John D. Mackay
Lola M. Chereau

JAMES T. LYNCH, INC.

By: *William J. Pulte*
William J. Pulte, President

By: *Lowell David Belletty*
Lowell David Belletty, Secretary

THE DETROIT EDISON COMPANY

By: *H. L. Canfield*
H. L. Canfield
Manager, Oakland Sales

21. 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 _____ day of April, 1962.

In the presence of:

Eug Sobel

Dorothy Sobel

BIRWOOD BUILDING PRODUCTS

By: _____
Samuel Rubinstein, President

By: _____
Felix Rosenberg, Secretary

JAMES T. LYNCH, INC.

Joseph E. Baranda

By: _____
William J. Falte, President

Jeannette E. Trest

STATE OF MICHIGAN () SS.
COUNTY OF OAKLAND ()

On this _____ day of April, 1962, before me, the subscriber, a Notary Public in and for said County, personally appeared Kate Sobel and Dorothy Sobel, his wife, known to me to be the persons described in and who executed the foregoing instruments and acknowledged the execution thereof to be their free act and deed.

My commission expires July 6, 1964

Jeannette E. Trest,
Notary Public, Wayne County
Acting in Oakland County, Mich.

RECORDED RIGHT OF WAY NO. 21405

STATE OF MICHIGAN () SS.
COUNTY OF OAKLAND ()

On this _____ day of April, 1962, before me personally did appear Samuel Rubinstein and Felix Rosenberger, to me personally known, who by me sworn did say that they are President and Secretary of Birwood Building Company, a Michigan Corporation, and that this instrument signed on behalf of said Corporation by authority of its Board of Directors and said Samuel Rubinstein and Felix Rosenberger, acknowledge said instruments to be the free act and deed of said Corporation.

My commission expires July 6, 1964

Jeannette E. Frost, Notary Public
Wayne County, Michigan
acting in Oakland County

STATE OF MICHIGAN () SS.
COUNTY OF OAKLAND ()

On this _____ day of April, 1962, before me personally did appear William J. Falte, to me personally known, who by me sworn did say that he is President of James T. Lynch, Inc., a Michigan Corporation, and that this instrument signed on behalf of said Corporation by authority of its Board of Directors, and said William J. Falte acknowledge said instrument to be the free act and deed of said Corporation.

My commission expires July 6, 1964

Jeannette E. Frost, Notary Public
Wayne County, Michigan
acting in Oakland County

THE DETROIT EDISON COMPANY
2000 SECOND AVENUE
DETROIT 26, MICHIGAN

April 3, 1962

Mr. William J. Falte
President of William J. Falte, Inc.
32833 Old Post Road
Birmingham, Michigan

Re: Restrictions
Greenwich Green Sub.

Dear Mr. Falte:

I have examined the Declaration of Building
and Use Restrictions for the above subdivision which you
kindly mailed to me on March 30, 1962.

I find these restrictions as to our utility
lines in good order.

Yours truly,

Stephen A. Maloney
Stephen A. Maloney
Staff Attorney

SAM:rust

RECORDED RIGHT OF WAY NO. 21405

THE DETROIT EDISON COMPANY
2000 SECOND AVENUE
DETROIT 26, MICHIGAN

March 26, 1962

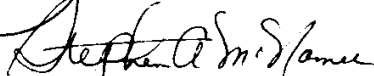
James T. Lynch, Inc.
32833 Old Post Road
Birmingham, Michigan

Gentlemen:

We are enclosing an unexecuted copy of the Agreement dated March 15, 1962 between James T. Lynch, Inc. and The Detroit Edison Company for underground service to Greenwich Green, Village of Beverly Hills.

When the plat and restrictions requested in the "Exhibit A" have been placed on record, we would appreciate it if you would inform us as to the Liber, Page and date of recording.

Very truly yours,



Stephen A. McInnes
Staff Attorney

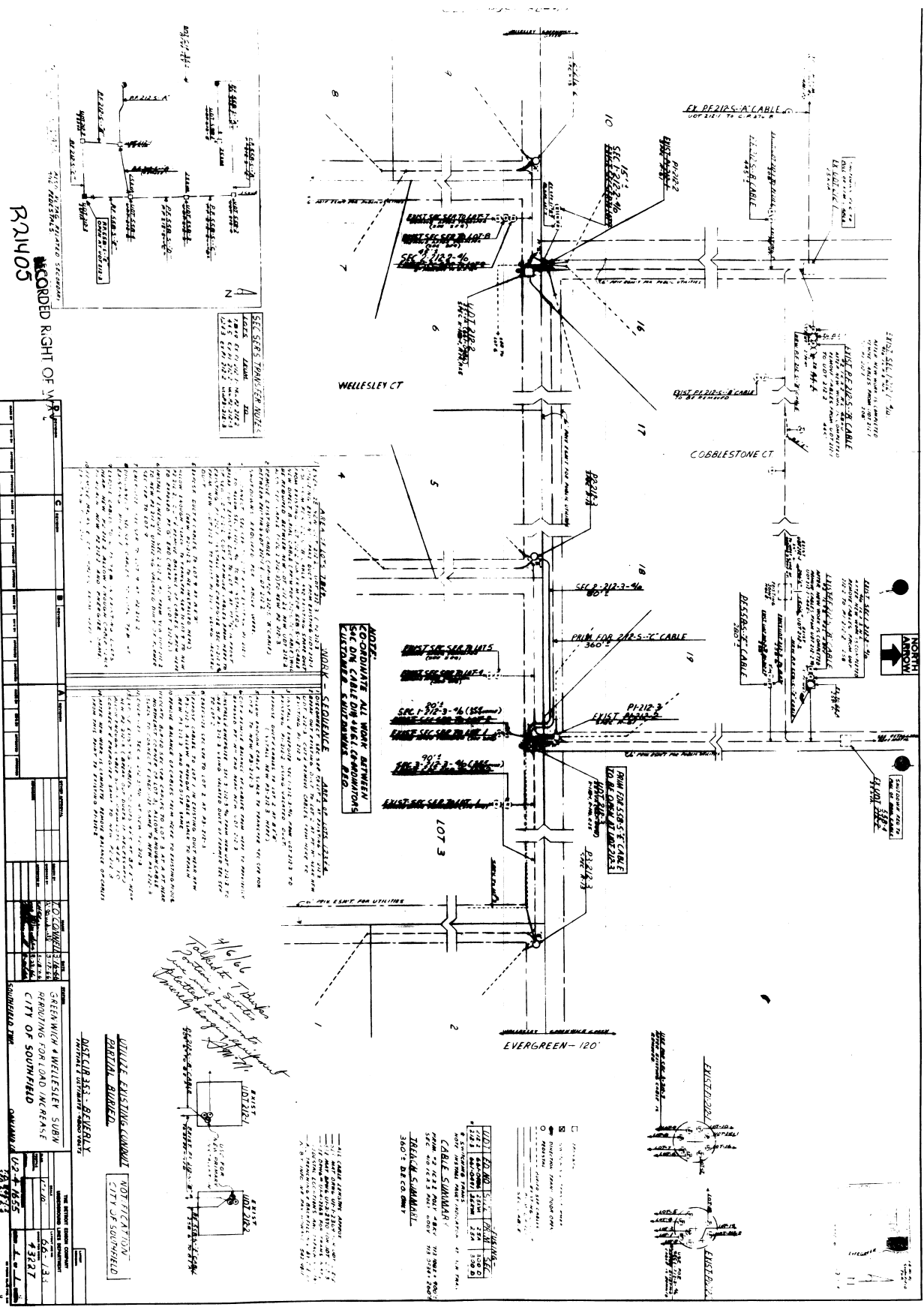
SAM:mt

Enclosure

cc: Alfred C. Lee

Agreement in Records Center

RECORDED RIGHT OF WAY NO. 21405



SECTION 1
EXISTING #12-5-C CABLE
EXISTING #18-5-C CABLE
EXISTING #10-5-C CABLE
EXISTING #14-5-C CABLE

SECTION 2
NEW #12-5-C CABLE
NEW #18-5-C CABLE
NEW #10-5-C CABLE
NEW #14-5-C CABLE

SECTION 3
EXISTING #12-5-C CABLE
EXISTING #18-5-C CABLE
EXISTING #10-5-C CABLE
EXISTING #14-5-C CABLE

SECTION 4
EXISTING #12-5-C CABLE
EXISTING #18-5-C CABLE
EXISTING #10-5-C CABLE
EXISTING #14-5-C CABLE

SECTION 5
EXISTING #12-5-C CABLE
EXISTING #18-5-C CABLE
EXISTING #10-5-C CABLE
EXISTING #14-5-C CABLE

NOTE:
COORDINATE ALL WORK BETWEEN
SECTION CABLE DIV PART COORDINATORS
CUSTOMER ENGINEERS, ETC.

NOTE - SEQUENCE - AREA OF JOINTS:
THE SEQUENCE OF WORK SHALL BE AS FOLLOWS:
1. EXISTING CABLES TO BE REMOVED SHALL BE REMOVED FIRST.
2. NEW CABLES TO BE INSTALLED SHALL BE INSTALLED NEXT.
3. JOINTS SHALL BE MADE AND TESTED.
4. ALL WORK SHALL BE COMPLETED AND TESTED.
5. ALL WORK SHALL BE COMPLETED AND TESTED.

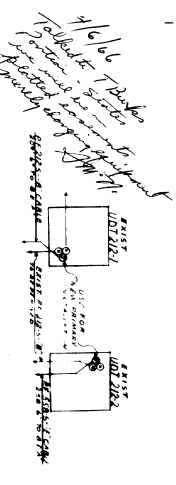
SECTION 1

NO.	DESCRIPTION	DATE
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

RECORD RIGHT OF WAY

SECTION	DATE	REVISION

UTILIZE EXISTING CABLE NOTIFICATION
PARTIAL BURIED
DISTRIB 355 - BERRY X
GREENWICH & WELLESLEY SUBV
REBIDDING FOR LOAD INCREASE
CITY OF SOUTHFIELD
12-1-05
12-1-05



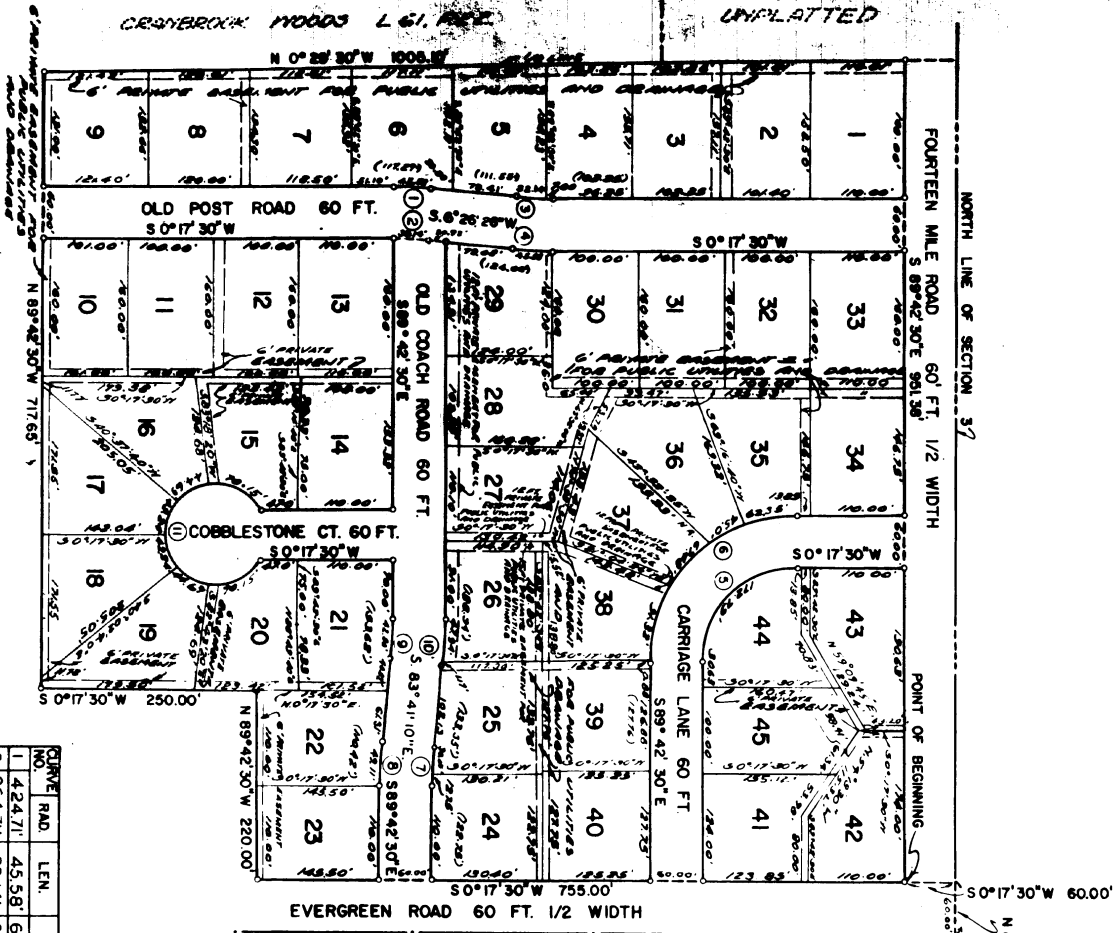
CABLE SUMMARY

LOT NO.	TYPE	SIZE	LENGTH	REMARKS
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

BRANCH SUMMARY
360' DE CO ONLY

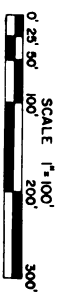
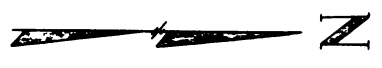
NOTIFICATION
CITY OF SOUTHFIELD

CRENSHAW WOODS L 61, P 12 UNPLATTED



N 89°42'30"W 60.00'
 N.E. CORNER SECTION 3,
 T.1N., R.10E.
 S 89°41'20"W 381.61'
 50' 0"

BEVERLY HILLS SUBIN NR10 L 44 P 35



ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF
 ALL ARC DIMENSIONS ARE CURVILINEAR MEASUREMENTS

A SUBDIVISION OF PART OF THE N.E. 1/4 OF
 THE N.E. 1/4 SECTION 3, T.1N., R.10E.
 VILLAGE OF BEVERLY HILLS, OAKLAND COUNTY, MICHIGAN

"GREENWICH GREEN"

CURVE DATA

CURVE NO.	RAD.	LEN.	Δ	TANG.	LONG CHORD
1	424.71'	45.58'	6°08'56"	22.81'	83°21'58" W 45.56'
2	364.71'	39.14'	6°08'56"	19.59'	83°21'58" W 39.12'
3	364.71'	39.14'	6°08'56"	19.59'	83°21'58" W 39.12'
4	424.71'	45.58'	6°08'56"	22.81'	83°21'58" W 45.56'
5	110.00'	172.79'	90°00'	110.00'	544°42'30"E 155.56'
6	170.00'	267.03'	90°00'	170.00'	544°42'30"E 240.42'
7	407.24'	42.80'	6°01'20"	21.42'	86°41'50" E 42.78'
8	467.24'	49.11'	6°01'20"	24.58'	86°41'50" E 49.09'
9	407.24'	42.80'	6°01'20"	21.42'	86°41'50" E 42.78'
10	467.24'	49.11'	6°01'20"	24.58'	86°41'50" E 49.09'
11	60.00'	314.16'	300°00'		5.89°42'30"E 60.00'

PA1405

Declaration of Restrictions

WHEREAS, the undersigned (names of holders of record title and interests in record title) are owners of property in the Village of Beverly Hills, County of Oakland, State of Michigan, described as:

Greenwich Green, Village of Beverly Hills, being part of
Northeast 1/4 of Section 3, Town 1 North, Range 10 East,
Oakland County

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 telephone lines installed underground and to have electric power distribution lines placed underground to supply single phase, 120/240 volt, three wire, 60 cycle service (except Lots 1 through 9, which are to be served overhead) and to provide for certain rights and benefits to the utilities placing their lines underground.

NOW, THEREFORE, the said (names of holders of record title and interests in record title) hereby declare 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 plat of Greenwich Green.

2. 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 easement, 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 easement and also shall have the right to trim any trees, bushes, or other plants of any kind outside of said easement which, in the sole opinion of the utilities, interferes with the facilities thereto or is necessary for the installation, reinstallation, 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 purpose set forth above shall be without liability to the utility.

RECORDED WITH NO. 21122

3. No shrubs or foliage shall be permitted on owners' property within five (5') feet of the transformer enclosures or secondary connection pedestals.

4. The original or subsequent owners of lots in this subdivision shall install underground, own, maintain, and replace, at their own expense, the single phase electric service conductors connecting the transformers or secondary connection pedestals located in said easements with the residences erected on said lots.

5. The installation of all underground electric service conductors shall comply and conform to the National Electrical Code and to the specifications of the public utility concerned.

6. All property in the subdivision for which telephone service is now or hereafter requested (except Lots 1 through 9, which are to be served overhead) shall be subject to the restrictions provided in Paragraphs 1, 2 and 3 above plus the following restrictions:

a. Every such owner shall be responsible for furnishing, at no cost to the utility, the trenching and backfilling necessary for the installation, reinstallation, maintenance, or repair of telephone facilities from the public utility easement to the residence or business establishment, as required by the utility. The property owner 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.

b. No property owner shall make any change in grade in or near easements when the change in grade, in the opinion of the utility, interferes with the facilities already installed or which may be installed in the future.

7. The foregoing restrictions 1 through 6 shall be covenants running with the land and shall not be subject to termination without the consent of the utilities herein concerned.

8. Enforcement shall be by proceeding at law or equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.

9. Invalidation of these covenants by judgment of court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this _____ day of _____, 1962.

THE DETROIT EDISON COMPANY
2000 SECOND AVENUE
DETROIT 26, MICHIGAN

April 19, 1962

Mr. Fred L. Wyckoff
Attorney at Law
Legal Department
Michigan Bell Telephone Company
1365 Cass Avenue
Detroit 26, Michigan

Dear Mr. Wyckoff:

I am enclosing a copy of the Restrictions recorded as to Greenwich Green, Village of Beverly Hills, Oakland County. This is one of the new underground subdivisions. You may keep this copy for your file.

Very truly yours,



Stephen A. McNamee
Staff Attorney

SAMcN:mgm
Enc.

24292-191

RECORDED RIGHT OF WAY NO. 21405

Rec'd H 4-27-2
P-91

Plat 105-1
Pg 28-29

DECLARATION OF BUILDING AND USE RESTRICTIONS
FOR
GREENWICH GREEN SUBDIVISION

WHEREAS, the Hirwood Building Company, a Michigan Corporation and Mate Sobal and Dorothy Sobal, his wife are the owners and sellers under a Land Contract dated January 2, 1962 and James T. Lynch, Inc., a Michigan Corporation, hereinafter referred to as the First Party, is the purchaser under the aforesaid Land Contract, which said Land Contract covers a portion of the following described land and the said James T. Lynch, Inc. is the owner in fee simple of the balance of the following described land in the Village of Beverly Hills, County of Oakland, State of Michigan, which land has been platted into a Subdivision known and described as follows, to wit:

"Greenwich Green", a Subdivision of part of the northeast 1/4 of the northeast 1/4 section 3, town 1 north, range 10 east, Village of Beverly Hills, Oakland County, State of Michigan

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 herein-after 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 every one 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 "Greenwich Green" shall be used and occupied for single residence purposes only, and nothing shall be done or permitted thereon 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 Greenwich Green Subdivision 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.

RECORDED RIGHT OF WAY NO. 21465

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 substantially grade level of the entrance facing the street on which such dwelling house fronts. "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 unheated or unheated 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, lag construction, unpainted concrete block or unpainted cinder block, or any material 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 lot 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 lot party and its written approval thereof obtained. Such plot plan shall show the finished grade of 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 construction, the grade and elevation of the building and structures. One copy of such plans shall be lodged permanently with lot party. lot party shall not give its approval of such proposed construction unless in its opinion, upon completed in accordance with such plans and specifications, such dwelling, grade, 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 location 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.

RECORDED RIGHT OF WAY NO.

21405

8. The erection of any new building and the re-erection, re-building 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 finished-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 1st Party advertising the subdivision.
12. WHEREAS, it is the intent and purpose of the parties hereto to have electrical distribution lines for single phase 120/240 volt three wire 60 cycle service and telephone facilities installed underground instead of overhead, except necessary cable pole and poles as to Lots 1 through 9, and to provide for certain rights and benefits to the public utility furnishing said service underground and to make certain restrictions, conditions, obligations, reservations, rights, powers and charges as hereinafter set forth, except Lots 1 through 9, which are to be served overhead.
 - A. Private easements for public utilities have been granted on the plat of Greenwich Green.
 - 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 easement, 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 easement and also shall have the right to trim any trees, bushes, or other plants of any kind outside of said easement which, in the sole opinion of the utilities, interfere with the facilities thereto or is necessary for the installation, reinstallation, 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 purpose set forth above shall be without liability to the utility.

- C. No shrubs or foliage shall be permitted on owners' property within five (5') feet of the transformer enclosures or secondary connection pedestals.
 - D. The original or subsequent owners of lots in this subdivision shall install underground, own, maintain, and replace, at their own expense, the single phase electric service conductors connecting the transformers or secondary connection pedestals located in said easements with the residences erected on said lots.
 - E. The installation of all underground electric service conductors shall comply and conform to the National Electrical Code and to the specifications of the public utility concerned.
 - F. All property in the subdivision for which telephone service is now or hereafter requested (except lots 1 through 9), which are to be served overhead), shall be subject to the restrictions provided in Paragraphs A, B and C above plus the following restrictions:
 - a. Every such owner shall be responsible for furnishing, at no cost to the utility, the trenching and backfilling necessary for the installation, reinstallation, maintenance, or repair of telephone facilities from the public utility easement to the residence or business establishment, as required by the utility. The property owner 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.
 - b. No property owner shall make any change in grade in or near easements when the change in grade, in the opinion of the utility, interferes with the facilities already installed or which may be installed in the future.
 - G. The foregoing restrictions A through F shall be covenants running with the land and shall not be subject to termination without the consent of the utilities herein concerned.
 - H. Enforcement shall be by proceeding at law or equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.
- 13. All buildings on each lot in said subdivision shall be erected so as to be at least forty (40) feet from the front lot line thereof, forty (40) feet from the rear lot line thereof, and fifteen (15) feet from one side lot line and twenty (20) feet from the other side lot line thereof, except when a side lot line is abutting upon a street, then the minimum distance from the side lot line is to be at least forty (40) feet.
 - 14. No more than one dwelling per lot as originally platted shall be constructed in said subdivision.
 - 15. No lot may be divided or any part of any given lot be sold separately except by the 1st Party.

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RECORDED RIGHT OF WAY NO.

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16. In the event any part of provision of the restrictions contained in this indenture should 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 remain in full force and effect.
17. The restrictions, easements and covenants set forth herein are for the benefit of all present and future owners of lots in said subdivision. Let 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 of the covenants, easements, and restrictions herein set forth run with the land and shall bind and inure to the benefit of let Party and all parties acquiring an interest in said subdivision their respective heirs, successors and assigns.
18. 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 let Party under these restrictions, may be assigned, transferred and conveyed by let Party to any corporation or association in which the owners of 30 or more of the lots in said plat are stockholders or members and thereupon let 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 30 or more of such lots. Said corporation or association shall thereupon at its own expense and without further authorization be entitled in behalf of let Party and all owners of lots in said subdivision to exercise all such rights and perform all such duties.
19. Violation of any restriction or breach of any covenant herein contained, shall give let 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 let Party shall not thereby become liable for trespass, abatement, removal or in any other manner.
20. All of the restrictions, conditions, covenants, charges, easements, and agreements herein contained shall exist until December 31, 1980 and shall automatically be continued thereafter for successive periods of 15 years each, provided, however, that the owners of the fee simple title of 30 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, 1985, 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, 1980; and provided further that the owners of the fee simple title of 30 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 to the expiration of any such 15 year period.

RECORDED RIGHT OF WAY NO.

21405