

5. The Association shall pay the Homeowners One Hundred (\$100.00) dollars each per year as consideration for the installation and maintenance of the water meters.
6. The Homeowners understand that they shall not under any circumstances, interfere with, shut off or disconnect the water meters placed on the properties.
7. This Agreement shall be binding on the parties, their representatives, heirs, successors and assigns and all future owners of the above properties and shall constitute an easement appurtenant which shall run with the land.
8. This Agreement replaces and supersedes the Easement Agreement dated October 30, 2000 between Ferrell Wyatt and Heather Wyatt, his wife, 802 Oak Cluster Drive, Howell, Michigan 48843 and Rolling Oaks Homeowners' Association, recorded at Liber 2886, Pages 972, 973, Livingston County Records.
9. This Agreement acts as an Addendum to the Rolling Oaks Subdivision Amended Building and Use Restrictions recorded in Liber 1860 Pages 448 through 451, Livingston County Records.

Witnesses:

Cheyl Schooley

Homeowners:

Thomas Chase

THOMAS CHASE

Deneen Chase

DENEEN CHASE

SUBSCRIBED AND SWORN to before me
this 10th day of August, 2011

Donna L. Stankewicz

Notary Public

Livingston County, MI

My Commission Expires: 11-29-2012

DONNA L. STANKIEWICZ
NOTARY PUBLIC, STATE OF MI
COUNTY OF LIVINGSTON
MY COMMISSION EXPIRES Nov 29, 2012
ACTING IN COUNTY OF Livingston

On this 10th day of August 2011
before me personally appeared
Thomas + Deneen Chase
to me known to be the person who
executed the foregoing instrument,
and acknowledged that he executed
the same as his free act and deed.

Scot Ison
SCOT ISON

Mary Jane Ison
MARY JANE ISON