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DECLARATION
OF
RECIPROCAL ROADWAY EASEMENT

1126390-818

First American Title Insurance Company

THIS DECLARATION OF RECIPROCAL ROADWAY EASEMENT ("this Declaration") made this 8TH day of MARCH, 1993 (which date is herein called the "date of this Declaration"), by (i) ISLAND LAKE ASSOCIATES, a Michigan general partnership (hereinafter called "Island Lake"), having its principal office 21790 Coolidge Highway, Oak Park, Michigan 48237; (ii) FAIRWAY PINES LIMITED PARTNERSHIP, a Michigan limited partnership, successor-in-interest to, and assignee of, BILTMORE PROPERTIES CORPORATION, a Michigan corporation (hereinafter called "Biltmore"), having its principal office at 2025 West Long Lake Road, Suite 104, Troy, Michigan 48098; (iii) CARROLLTON ARMS, a Michigan general partnership (hereinafter called "Carrollton"), having its principal office at 1330 Goldsmith, Plymouth, Michigan 48170; and (iv) the CHARTER TOWNSHIP OF CANTON, a Michigan municipal corporation (hereinafter called the "Township"), having its principal office at 1150 South Canton Center Road, Canton, Michigan 48188.

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FOREST E. YOUNGBLOOD
REGISTER OF DEEDS
WAYNE COUNTY, MI

W I T N E S S E T H:

The following is a recital of the facts and objectives underlying this Declaration:

(A) Island Lake, Biltmore and Carrollton (collectively, the "Developers"), and the Township, respectively, own the parcels of

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land located in Sections 21 and 28 of the Township more particularly described on Exhibits "A", "B", "C" and "D", attached hereto (the "Island Lake Property", the "Biltmore Property", the "Carrollton Property", and the "Township Property", respectively).

(B) The Island Lake Property, Biltmore Property and Carrollton Property will each be used, separately, for the development (in one or more phases) of a single family residential subdivision (collectively, the "Subdivisions", and, separately, a "Subdivision", and which reference, in the case of any Subdivision, includes all of the successive development phases of such Subdivision) with (i) numbered, separate, lots for detached single family residential dwellings (the "Lots"); (ii) private parks (the "Common Areas"); and (iii) private interior roads (the "Roadways"), within named and dimensioned easement areas (the "Roadway Areas"), in each case, as depicted on the recorded plat of such Subdivision (the "Plat"), at such time as such Plat is recorded, in each case, including, without limitation, a segment of a continuous boulevard Roadway, having a Roadway Area ninety feet (90') in width, to be known, and hereinafter referred to, as "Glengarry Boulevard" which traverses and/or affects the Island Lake Property, the Biltmore Property, the Carrollton Property and the Township Property.

(C) The Township Property will be used and developed for a

variety of residential and community purposes and facilities, including, without limitation, one or more residential condominium, detached single family and/or rental apartment developments (the "Future Residential Uses"), and a municipal golf course and related clubhouse and maintenance facilities, to be known, and hereinafter described, as "Pheasant Run Golf Course".

(D) Among other things, the Developers have each agreed with the Township to construct the whole of that segment of Glengarry Boulevard to be contained within their respective Subdivisions, in conjunction with the development of the first phase of each such Subdivision, but, in any event, within the time herein limited, and the Township has agreed with each Developer to concurrently construct the whole of that segment of Glengarry Boulevard to be contained within the Township Property (extending from the South line of the Island Lake Property, which is the East/West one-quarter (1/4) line of Section 21, Southerly and Easterly, to Canton Center Road).

(E) In the case of each Subdivision, the Common Areas and Roadways within such Subdivision will be owned, operated, maintained, improved, repaired and replaced, by (or under the jurisdiction of) a mandatory homes association (the "Association"), in the form of a Michigan non-profit corporation, for a perpetual term, with mandatory assessment

powers regarding each Lot and Owner within such Subdivision.

(F) In the case of each Subdivision, the powers, duties and authority of the Association with regard to the Common Areas and Roadways, including, without limitation, the assessment powers and duties of the Association, and the right of the Association to perform all or any part of its duties and functions through an association in which the Association is a constituent member, are more explicitly set forth in the Declaration of Covenants and Restrictions (the "Covenants and Restrictions") pertaining to such Subdivision, and the Articles of Incorporation and corporate By-laws of such Association.

(G) The Roadways within each Subdivision, and Glengarry Boulevard within the Township Property, shall be constructed separately, by (and at the separate expense of) the Developers and the Township, as the case may be, in accordance with certain standard minimum details designed by McDowell & Associates, and approved by the Developers and the Township, including, without limitation (i) standard minimum cross sections for the several types and widths of Roadways, including, in each case, depth of base, base material, depth and width of the asphalt Wearing Surfaces, and depth and width of concrete curbs and gutters; and (ii) standard minimum details for (a) Landscaping; (b) Lighting Facilities; (c) Signs; (d) Entrance Monuments (to be installed at each intersection of the Roadways, within each Subdivision, with

Canton Center Road, Cherry Hill Road or Beck Road, and, in the case of the Township Property, at the intersection of Glengarry Boulevard with Canton Center Road); and (e) Golf Cart Crossings.

(H) Subject to the foregoing, the Roadways will be constructed in accordance with plans, details and specifications therefor (the "Plans and Specifications") prepared separately for each Developer, and the Township, by (i) Warner, Cantrell & Padmos, Inc., and Robert Leighton Associates, in the case of the Island Lake Property; (ii) Dietrich, Bailey and Associates, P.C., and Cal Hall Associates, in the case of the Biltmore Property; (iii) Michael L. Priest & Associates, Inc., and Robert Leighton Associates, in the case of the Carrollton Property; and (iv) under the jurisdiction of the Township's Department of Municipal Services, in the case of the Township Property.

(I) In each case, each Roadway shall be constructed in two phases (the "First Phase Improvements", and "Second Phase Improvements", respectively), as follows:

(i) the First Phase Improvements shall include the installation of (a) the drainage facilities for the Roadway; (b) the concrete curbs and gutters; (c) the base; (d) the first lift of asphalt comprising the Wearing Surface, to a depth of at least three and one-half inches; (e) the

Landscaping; (f) the Lighting Facilities; (g) the Signs; (h) the Entrance Monuments; and (i) the Golf Cart Crossings; and

(ii) the Second Phase Improvements shall include (a) the repair of the First Phase Improvements by the relevant Developer, Association, or the Township, as the case may be; and (b) the installation of the final lift of asphalt (the "Final Lift") comprising the finished Wearing Surface of the Roadway (it being understood that (1) in the case of any Roadway, the Final Lift shall not be installed until substantial completion of all of the homes to be served by such Roadway, or, in the case of the Township Property, until substantial completion of the development of Pheasant Run Golf Course, and (2) the operation, maintenance, improvement, repair and replacement of any Roadway Area shall be the responsibility of the relevant Developer and/or Association (or, of the Township, in the case of the Township Property), and not the responsibility of the Roadway Manager, until the completion of the Second Phase Improvements within such Roadway Area, and as provided in this Declaration).

(J) In order to provide access to the site of Pheasant Run Golf Course, in connection with the development and construction thereof, and to enable the use and maintenance thereof, the First Phase Improvements within each segment of Glengarry Boulevard,

and within each other Roadway Area affected by a Golf Cart Crossing, shall be (i) completed by the relevant Developer, or the Township, as the case may be, and (ii) available for use hereunder, not later than November 30, 1993, and each such Roadway shall thereafter be adequately maintained by the relevant Developer, or the Township, as the case may be, until the assumption of jurisdiction thereover by the Roadway Manager, to assure continuous access to the Pheasant Run Golf Course, and continuous use of the Golf Cart Crossings.

(K) Pending the completion by each Developer of the First Phase Improvements within the Roadways, as described in recital - paragraphs (I) and (J) above, the Township (including for such purpose, the employees, agents, contractors and subcontractors of the Township) shall have non-exclusive access rights over, upon and across the property of each Developer to develop and construct Pheasant Run Golf Course, in accordance with a temporary access and construction easement (the "Temporary Access Easement"), in the form attached as Exhibit "E" hereto.

(L) Subject to the terms of this Declaration, each and every Roadway (and Roadway Area) is intended for use, in common, by (i) the Owners; (ii) the Occupants; and (iii) the Permittees, for vehicular and pedestrian ingress, egress, travel and passage (including, without limitation, travel by golf cart within the designated Golf Cart Crossing areas), to and from each

Subdivision, and the Township Property (including, without limitation (a) each and every Future Residential Use; (b) Pheasant Run Golf Course; and (c) any other community facility situated upon the Township Property), and to and from the adjacent public streets, and for aesthetic purposes (collectively, the "Permitted Purposes").

(M) The Roadway Areas may be subject to additional utility easements and/or licenses granted, or to be granted, by each Developer (or the relevant Association) to the Township, and by each Developer (or the relevant Association), or the Township, to others (the "Utility Easements"), for utility systems and facilities serving the Subdivisions and/or the Township Property, including, without limitation, sanitary sewage disposal, water supply, storm drainage outlet, domestic electric, natural gas, telephone and cable television facilities and purposes (the "Common Utility Systems"), and for separate connections to the Common Utility Systems.

(N) The County of Wayne, Michigan ("Wayne County") has waived jurisdiction over the Roadways within each Subdivision, and the Township Property, in accordance with duly enacted Resolutions of the Board of Trustees of the Township (the "Resolutions"), in regard to each Subdivision, and the Township Property (i) asking that Wayne County waive the right (set forth in Section 183 of the Michigan Subdivision Control Act) to apply

its current standards to private roads in unincorporated areas, and (ii) acknowledging that Wayne County will not accept jurisdiction over (or own or maintain) the Roadways (or related facilities) within any of the Subdivisions, or within the Township Property, at any time in the future.

(0) The Developers and the Township are desirous of (i) hereby granting, each to the others, and to the successors and/or assigns of each, including, without limitation, the Associations, other Owners, and the Occupants and Permittees, the perpetual right and easement (the "Reciprocal Roadway Easement") to use the Roadways within each Subdivision, and the Township Property, for the Permitted Purposes, and (ii) creating a permanent committee (the "Roadway Manager"), in the form of a non-stock, membership, Michigan non-profit corporation, with binding assessment powers, consisting of a representative from each Association, and two (2) representatives from the Township, for the purpose of (i) exclusively administering the operation, maintenance, improvement, repair and replacement of the several elements comprising each Roadway, including, without limitation (a) the paved driving surface (the "Wearing Surface", which reference includes the related curbs and gutters, and drainage facilities within the Roadway Area); (b) the landscaped and planted areas adjacent to the Wearing Surface, and within the Roadway Area (the "Landscaping", which reference includes any plantings, landscape materials and irrigation system within the Roadway Area serving

such areas; (c) the entrance monuments, decorative walls and gates, and other architectural features within, or adjacent to, the Roadway Areas (the "Entrance Monuments"); (d) the street and other lighting facilities within the Roadway Areas (the "Lighting Facilities"); and (e) the traffic control and other signage within the Roadway Areas (the "Signs"); and (f) the golf cart crossing areas within the Roadway Areas (the "Golf Cart Crossings"), which reference includes the decorative designated crossing area within the Wearing Surface, the appurtenant signage, including, without limitation, decorative mandatory stop signs and speed bumps on either side of each such designated crossing area, and the landscaping of the golf cart paths on either side of each such crossing, the full width of such crossing, to the depth of the adjacent Lots; (ii) prescribing reasonable rules and regulations (the "Rules and Regulations") for the use of the Roadways, and otherwise regarding the conduct of each Developer, Association, Owner, Occupant and Permittee within the Roadway Areas; (iii) the enforcement of the provisions of this Declaration, including, without limitation, the provisions hereof relating to (a) annual budgeting by the Roadway Manager, and (b) the payment of mandatory annual assessments (the "Annual Assessments") to the Roadway Manager by each Association, and the Township, to defray the costs of operating, maintaining, improving, repairing and replacing the Roadways, including, without limitation (1) the costs of the Roadway Manager, and (2) the costs of adequate public liability and property damage

insurance coverage in regard to the Roadways; and (iv) the enforcement of any Utility Easements.

(P) As used herein with initial capital letters:

"Association" shall mean and refer to the Michigan non-profit corporation formed to own and administer the Common Areas and Roadways within each Subdivision, and any successor thereto; and "Associations" shall mean any two or more, or all, of the Associations, as the context may require (it being understood that until the formation and adequate initial funding of the Association for each Subdivision, the Developer of such Subdivision shall be deemed to be the Association for all purposes hereunder);

"Occupant" shall mean and refer to any Person holding under an Owner, and entitled by lease, deed, contract, easement, license or other real estate occupancy agreement to use and/or occupy any part of the Island Lake Property, the Biltmore Property, the Carrollton Property, or the Township Property, including, without limitation, any Lot, and, in the case of the Township Property, any owner or occupant of and/or within any Future Residential Use, and the guests and invitees of any such Person; and "Occupants" shall mean and refer to all such Persons;

"Owner" shall mean and refer to (i) each Developer, each

Association, or the Township, and (ii) the record owner, whether one or more Persons, of the fee simple title to any Lot, including, for such purpose any land contract vendee, but not including any mortgagee unless and until such mortgagee shall have acquired such fee simple title pursuant to foreclosure, or any proceeding or conveyance in lieu of foreclosure, in each of the foregoing cases, as the context may require; and "Owners" shall mean and refer to all such Persons;

"Permittee" shall mean and refer to all visitors to any of the Subdivisions, and/or the Township Property, except those Persons prohibited by the Roadway Manager, including, without limitation (i) the principals, employees, agents, contractors, subcontractors, successors and assigns of the Township, each Developer, each Association, each other Owner and each Occupant; (ii) the invitees and guests of the Township, each Developer, each Association, each other Owner and each Occupant; (iii) all patrons of, or visitors to, the Pheasant Run Golf Course, or any other municipal or community facility, or Future Residential Use, situated upon the Township Property; (iv) police and fire department, public works and other local government service and maintenance personnel, including, without limitation, agents, employees and contractors of the Roadway Manager; (v) United States Postal Service personnel; (vi) emergency medical service personnel of every kind and description; (vii) tradesmen, suppliers and contractors performing work upon, or making

deliveries to, any part of any Subdivision, or the Township Property, including, without limitation, any Lot; and (viii) employees, agents, contractors and subcontractors of any private or public utility; and (ix) the employees and agents of the school district(s) serving the Subdivisions, and the Township Property, together, in each instance, with the vehicle(s) and equipment of each such Person; and "Permittees" shall mean and refer to all such Persons;

"Person" shall mean and refer to any natural person, partnership, trust, corporation, association or other form of business organization, or any combination thereof, as the context may require;

"Roadway" shall mean and refer to any one or more, or all, of the improvements now or hereafter installed or located within any Roadway Area, as the context may require, including, without limitation (i) the Wearing Surface; (ii) the Landscaping; (iii) the Entrance Monuments; (iv) the Lighting Facilities; (v) the Signs; (vi) the Golf Cart Crossings; (vii) the Common Utility Systems; and/or (viii) replacements of any of the foregoing, or of parts thereof; and, as used herein with regard to the Township Property, the term shall refer only to the improvements comprising that segment of Glengarry Boulevard traversing the Township Property, as described herein;

"Roadway Area" shall mean and refer to the named and dimensioned area to be occupied by each interior street within each Subdivision, as depicted on the recorded Plat of such Subdivision, being fifty feet (50') in width, except Glengarry Boulevard within each Subdivision, which shall be ninety feet (90') in width; and, in the case of Glengarry Boulevard within the Township Property, shall be deemed to be an area ninety feet (90') in width, the centerline of which shall be the centerline of Glengarry Boulevard as built within the Township Property; and

"Roadway Manager" shall mean and refer to the Pheasant Run Road Maintenance Association, Inc., a non-stock, membership, Michigan non-profit corporation, comprised of a representative from each Association, and two (2) representatives from the Township, and having its principal office at 1150 South Canton Center Road, Canton, Michigan 48188.

NOW, THEREFORE, the Developers, and the Township, hereby declare that the Roadway Areas within each Subdivision, and the Township Property, in each case, are hereby impressed with, and subject to, the Reciprocal Roadway Easement, and shall be improved, constructed, installed, transferred, sold, conveyed, leased, used and/or occupied upon the terms and conditions set forth in this Declaration, and the Developers and Township hereby further agree, as follows:

(1) Temporary Access Easement. Concurrently with the execution of this Declaration by each Developer and the Township, each Developer shall execute and acknowledge the Temporary Access Easement, and shall join in the delivery thereof to the Township.

(2) Completion of the Roadways. Each of the Roadways, including, without limitation, Glengarry Boulevard within each Subdivision, and the Township Property, shall be completed in accordance with the Plans and Specifications, including, without limitation, the standard minimum details and cross sections approved by the Developers and the Township, in the manner, and at the times, set forth in this Declaration, including, without limitation, the time limited in recital - paragraph (J) of this Declaration.

(3) Availability of Roadways for Use. Each Roadway Area shall be deemed available for use by the Owners, Occupants and Permittees, upon (a) the recording of the Plat of the Subdivision containing such Roadway Area, and (b) the completion of the installation therein of the First Phase Improvements; and Glengarry Boulevard, within the Township Property, shall be deemed available for use by the Owners, Occupants and Permittees, upon the completion of the installation therein of the First Phase Improvements (it being understood that the effect of the Temporary Access Easement with regard to the site of each Subdivision shall continue until Glengarry Boulevard, and each

other Roadway affected by a Golf Cart Crossing within such Subdivision, are available for use hereunder).

(4) Assumption of Jurisdiction by Roadway Manager. Each Roadway Area shall come under the jurisdiction of the Roadway Manager upon (a) the recording of the Plat of the Subdivision containing such Roadway Area; (b) the satisfactory completion within such Roadway Area of the Second Phase Improvements; and (c) thirty days' written notice to the Roadway Manager, advising of such completion (except that in the case of Glengarry Boulevard within the Township Property, only subsections (b) and (c), above, shall apply).

(5) Formation of the Roadway Manager. The Developers, and the Township, shall take all action necessary and/or appropriate to promptly organize and establish the Roadway Manager as a non-stock, membership, Michigan nonprofit corporation, for a perpetual term, under and pursuant to the provisions of Act 162, Public Acts of 1982, as amended (the "Michigan Nonprofit Corporation Act"), in accordance with the terms and provisions of, and to exercise the powers and authority granted and/or delegated to the Roadway Manager under, this Declaration, including, without limitation, the preparation and filing of appropriate Articles of Incorporation for the Roadway Manager (the "Articles"), and appropriate Roadway Manager By-laws (the "By-laws"), in each case, in conformance with the terms and

provisions of this Declaration, and, in each case, as quickly as possible following the execution of this Declaration by each Developer and the Township. The business and affairs of the Roadway Manager shall be managed by a Board of Directors (the "Board of Directors"), which shall consist of five (5) members, each a natural Person, being one (1) representative from each Association, and two (2) representatives from the Township. The Board of Directors may retain a management agent to coordinate its functions and duties under this Declaration. Each member of the Board of Directors shall be deemed to be a "volunteer director" as that term is defined in the Michigan Nonprofit Corporation Act.

(6) Annual Budget and Assessments. The Roadway Manager shall be empowered to levy and collect annual assessments from each Association, and the Township, in advance (the "Annual Assessments"), pursuant to an annual budget (the "Budget") adopted by the Roadway Manager, for the calendar year next ensuing, for the purpose of (a) operating, maintaining, improving, repairing and replacing the Roadways then under the Roadway Manager's jurisdiction (including, without limitation, the additional Roadways reasonably anticipated to come under the Roadway Manager's jurisdiction during the calendar year covered by such Budget); and (b) performing the other functions and duties assigned and/or delegated to the Roadway Manager under this Declaration. Each Budget shall include an adequate

allowance for the operation, maintenance, improvement, repair and replacement of the Roadways under (and to come under) the jurisdiction of the Roadway Manager, including, without limitation, a reserve for unanticipated contingencies.

(7) Allocation of Annual Assessments. The allocable share of each Association, and the Township, in each Annual Assessment (the "Allocable Share"), shall be a percentage of the whole of such Annual Assessment based upon (and computed by a comparison of) the aggregate square footage of the Roadway Areas under the jurisdiction of the Roadway Manager owned by each Association, or the Township, as the case may be, and the aggregate square footage of all of the Roadway Areas from time to time under the jurisdiction of the Roadway Manager (it being understood that for purposes of establishing the Budget for the next ensuing calendar year, and the Allocable Share of each Association, and the Township, in the Annual Assessment based thereon, the Roadway Manager shall take into account the Roadway Areas to come under the jurisdiction of the Roadway Manager during such year, which shall be deemed to be under the jurisdiction of the Roadway Manager for such purposes, from the anticipated date of completion of each such Roadway Area, to the end of such calendar year).

(8) Initial Funding Deposit. Concurrently with the execution of this Declaration by each Developer and the Township,

each Developer and the Township shall pay to the Roadway Manager the sum of money (the "Initial Funding Deposit") set forth opposite the name of such Person on Exhibit "F" attached hereto, to serve as the initial reserve of the Roadway Manager (it being understood that each such Initial Funding Deposit has been computed on the basis of the aggregate square footage of the Roadway Areas to be developed by such Person, at \$0.02 per square foot).

(9) Restrictions Upon Use. No Owner, Occupant or Permittee shall make or permit any use of any Roadway Area which is inconsistent with (a) the Permitted Purposes; (b) the Reciprocal Roadway Easement; (c) the provisions of this Declaration; (d) any Utility Easement; (e) the applicable provisions of the relevant Covenants and Restrictions; or (f) the Rules and Regulations, and, in particular, no Owner, Occupant or Permittee shall (i) fence, barricade or otherwise obstruct the Roadway Area; (ii) willfully damage the Roadway; or (iii) install any improvement or landscaping within the Roadway Area, except (a) such uniform improvements as are permitted under the provisions of this Declaration, including such uniform mailboxes (in uniform locations) as are permitted under the provisions of the relevant Covenants and Restrictions; and (b) private connections to the Common Utility Systems.

(10) Real Estate Taxes. Each Association shall pay all real estate taxes and similar impositions levied and assessed upon each Roadway Area owned by such Association prior to the accrual of any penalty or interest for non-payment thereof; provided that (a) any special assessment payable in installments may be paid accordingly by such Association, and (b) each Association shall have the right (at such Association's expense) to contest the validity or amount of any such tax or assessment, and shall have the further right to defer payment thereof as long as the validity or amount thereof is being contested in good faith, and the payment thereof would adversely affect such Association's right to prosecute such contest; provided, further, that at such time as payment of such tax or assessment shall become necessary to prevent any Roadway Area from being sold at tax sale by reason of the non-payment of any such tax or assessment, then such Association shall pay such tax or assessment in time to prevent such tax sale.

(11) Association's Duty to Remove Liens. No Association, or the Roadway Manager, shall suffer or permit to be enforced against any Roadway Area any mechanic's lien arising from any work of improvement for such Association, or the Roadway Manager, as the case may be, within such Roadway Area. In the event any such lien is filed, the relevant Association, or the Roadway Manager, shall pay and discharge such lien of record as promptly as possible, but in no event later than forty-five (45) days

after the filing thereof; provided that such Association, or the Roadway Manager, may, in good faith, and at such Association's, or the Roadway Manager's, expense, contest the validity or amount of any such asserted lien by appropriate legal proceedings, provided that such Association, or the Roadway Manager, shall have furnished any bond required by law to free the relevant Roadway Area from the effect of such lien.

(12) Duties of the Roadway Manager. (a) The Roadway Manager (either directly, or through a management agent and/or maintenance contractors engaged by the Roadway Manager) shall operate and maintain each Roadway under its jurisdiction in a clean, safe and attractive condition, and shall timely repair and replace the several elements thereof, as required, with materials of equal quality (as per the Plans and Specifications, to the extent possible), and, in particular, the Roadway Manager shall:

(i) cause the Wearing Surfaces to be kept and maintained in good and clean condition, including, without limitation, the repair, replacement and/or resurfacing of the several components thereof, as and when required;

(ii) cause the Lighting Facilities, including the electric lines to such facilities, and the component parts of such facilities, to be cleaned, maintained, repaired and/or

replaced, as and when required, and, in the case of the light poles, to be repainted, as necessary;

(iii) cause each such Roadway to be kept reasonably free of trash and debris by regular sweepings;

(iv) cause snow to be plowed and stockpiled, or removed, from each such Roadway, as reasonably required to permit vehicular and pedestrian passage, including the salting of the Wearing Surfaces, as required;

(v) cause the Landscaping to be maintained, including the replacement of the several components thereof, as and when required;

(vi) cause the Signs to be maintained, including the replacement thereof, as necessary;

(vii) cause the Entrance Monuments to be maintained, including the reconstruction, repair and/or replacement thereof, as necessary;

(viii) cause the Golf Cart Crossings to be maintained, including the reconstruction, repair and/or replacement thereof, as necessary;

(ix) maintain the Common Utility Systems, to the extent such maintenance is not the responsibility of a government agency or public utility;

(x) maintain the storm drainage system serving each such Roadway in good working order, to the extent such maintenance is not the responsibility of any public agency, including the repair, maintenance, cleaning and replacement of manholes, inlets and outlet structures, as required;

(xi) pay all electric and water bills in regard to such Roadways;

(xii) maintain public liability and property damage insurance regarding the Roadway Areas, in the forms and amounts required under the provisions of this Declaration;

(xiii) enforce the provisions of this Declaration, including, without limitation, the provisions of this Declaration regarding (a) the installation by any Owner of improvements within any Roadway Area, and (b) the payment of Annual Assessments to the Roadway Manager by each Association, and the Township;

(xiv) enforce the provisions of any Utility Easement; and

(xv) pay all costs and expenses in connection with any and all of the foregoing duties, except in the case of damage within any Roadway Area caused by, or in the course of, the construction of improvements on any Lot, or by the willful act of any Owner, Occupant or Permittee, which damage shall be repaired at the expense of such Owner, Occupant or Permittee.

(b) Commencing with the date upon which the Roadway Manager shall have assumed jurisdiction over one or more Roadway Areas, the Roadway Manager shall, at Roadway Manager expense, continuously keep and maintain in force and effect comprehensive general liability insurance against claims for bodily injury, death and property damage occasioned by accidents occurring within any Roadway Area, or by reason of conditions existing within any Roadway Area, in such amounts (and by such combination of primary and secondary coverage) as the Roadway Manager shall deem to be appropriate, but in no event with minimum limits of less than Five Million (\$5,000,000) Dollars per occurrence, in respect of injury to, or the death of, any Person, and One Million (\$1,000,000) Dollars per occurrence, in respect of any instance of property damage, and with deductibles of not more than Five Thousand (\$5,000) Dollars per occurrence. Each such policy shall name each Association, and the Township, as additional insureds thereunder. The Roadway Manager may, at its discretion, purchase additional umbrella comprehensive general

liability insurance coverage, with limits not in excess of Twenty Million (\$20,000,000) Dollars. Such umbrella policy shall name each Association, and the Township, as additional insureds thereunder.

(c) The Roadway Manager shall, at all times after the Roadway Manager shall have assumed jurisdiction over one or more Roadway Areas, keep each component of each Roadway under Roadway Manager jurisdiction insured against loss or damage by such risks and perils as may be covered by the broadest form of hazard insurance available to the Roadway Manager, from time to time, for such purpose, in Wayne County, in amounts not less than the actual replacement cost of each such component (sufficient to restore or replace such component with materials of like quality), with deductibles of not less than Five Thousand (\$5,000) Dollars per occurrence. Loss under any such policy shall be payable to the Roadway Manager.

(d) The Roadway Manager may engage the services of a management agent to coordinate all of the maintenance, improvement, repair, replacement and administrative obligations and responsibilities of the Roadway Manager hereunder. Such engagement shall be upon such terms as the Roadway Manager shall deem appropriate.

(13) Roadway Manager's Right of Entry. The Roadway Manager, by and through its agents and contractors, shall have the limited right to enter upon the land of each Owner, adjacent to any Roadway Area, if necessary, for the purpose of maintaining, improving, repairing and replacing any of the several elements comprising the Roadway; provided that, in each such event, the Roadway Manager shall restore such area to the condition which existed immediately prior to such entry.

(14) Rules and Regulations. The Roadway Manager shall adopt and publish reasonable Rules and Regulations regarding the use of the Roadways by, and which shall be binding upon, each Owner, and the Occupants and Permittees, including, without limitation (a) reasonable vehicle weight limitations, and (b) reasonable "No Parking" restrictions, provided that all such Rules and Regulations shall apply equally and without discrimination to all Persons entitled to use of the Roadways, and shall not be inconsistent with the Permitted Purposes, the Reciprocal Roadway Easement, and the provisions of this Declaration (it being understood, in addition, that any Roadway may be closed by the Roadway Manager for temporary periods, as may be necessary for repairs, or to prevent the accrual of rights by the public).

(15) Restoration. To the extent that any damage to, or destruction of, any Roadway is covered by the Roadway Manager's property insurance (or by the property damage insurance of the

Person causing such damage or destruction), the Roadway Manager shall promptly commence and complete the repair, restoration and/or replacement of any component of the Roadway so damaged or destroyed. All such repair, restoration and replacement shall conform, in nature, appearance and quality of materials, to the extent practicable, to the Plans and Specifications for the Roadway, and shall be carried out in a manner to insure the continued operation of the Roadway to the maximum extent possible.

(16) Owner's Contractors. Each Owner shall require any contractor performing any work of improvement for such Owner on such Owner's Lot to maintain comprehensive general liability insurance, with a reputable insurance company authorized to business in the State of Michigan, with minimum limits not less than One Million (\$1,000,000) Dollars per occurrence, covering claims for personal injury, death, or property damage, arising out of the operations of such contractor on or within any Roadway Area.

(17) Indemnification by Roadway Manager. The Roadway Manager shall indemnify, defend and hold harmless each Association, and the Township, from and against all actions, proceedings, claims, costs, expenses and liability ("Claims"), including, without limitation, reasonable attorneys' fees and costs, incurred in connection with all Claims, arising from, or

assigns, any rights or remedies under or by reason of this Declaration.

(19) Monetary Defaults. In the event any Association, or the Township, shall default in the full, faithful and punctual performance of any obligation hereunder to be performed by such Association, or the Township, which shall be capable of being cured by the payment of money, or of being performed by the Roadway Manager for such Association, or the Township, then, in such event, the Roadway Manager shall give the defaulting Association, or the Township, Notice of such default. If the defaulting Association, or the Township, shall fail to cure such default within ten (10) days after receipt of such Notice, or, if such default shall not be capable of being cured within the aforesaid ten (10) day period, the defaulting Association, or the Township, shall have failed to commence to cure such default within such ten (10) day period, or shall thereafter fail to cure the same with due diligence, then, in either of such events, the Roadway Manager shall have the right to make such payment on behalf of the defaulting Association, or the Township, or to cause such obligation to be performed on behalf of the defaulting Association, or the Township, and the amount so paid, or the cost to the Roadway Manager of performing such obligation, shall be paid to the Roadway Manager, together with interest thereon at the rate of ten percent (10%) per annum, upon receipt by the defaulting Association, or the Township, of the Roadway Manager's

bill therefor. The rights granted to the Roadway Manager hereunder shall not be the exclusive remedy of the Roadway Manager, but shall be in addition to all rights and remedies available to the Roadway Manager at law or in equity.

(20) Non-Monetary Defaults. In the event of a breach, or attempted or threatened breach, of any obligation of this Declaration, by any Owner, which shall not be capable of being cured by the payment of money, or by causing such obligation to be performed on behalf of and at the expense of such Owner, then, in such event, except as provided elsewhere in this Declaration, the Roadway Manager shall, upon five (5) days' Notice to such Owner, be entitled forthwith to full and adequate relief by injunction, and such other legal and equitable remedies from the consequences of such breach as may be available to the Roadway Manager.

(21) Notices. Every notice, demand or other document or instrument required or permitted to be given or served upon the Roadway Manager, or any Association, or the Township (a "Notice"), shall be in writing, and shall be deemed to have been duly given or served when mailed by certified or registered United States mail, postage prepaid, return receipt requested, to the Roadway Manager, at its registered office, and, in the case of any Association, or the Township, to the address of such

Association, or the Township, for purposes of Notice, appearing on the records of the Roadway Manager.

(22) Amendment. This Declaration may be modified or amended only by a supplemental declaration in writing (a) executed and acknowledged by each Developer, and the Township, and/or by each Association, and the Township, as the case may be, and (b) duly recorded in the Office of the Register of Deeds for Wayne County, or in such other office as may, from time to time, be charged by law with the duty of maintaining the public land records of Wayne County.

(23) No Waiver. No delay or omission by the Roadway Manager, or any Association, or the Township, in the exercise of any right accruing upon any default hereunder, shall impair any such right, or be construed to be a waiver thereof, and, subject to the Notice provisions of this Declaration, such right may be exercised at any time thereafter. A waiver by the Roadway Manager, of a default of any of the terms and provisions of this Declaration by any other Owner shall not be construed to be a waiver of any subsequent breach or default of the same or any other provision hereof. Except as otherwise provided herein, no remedy provided in this Declaration shall be exclusive, but shall be cumulative (to the extent not inconsistent) with all other remedies herein and available at law or in equity.

(24) No Termination. No breach of any provision of this Declaration by the Roadway Manager, or any Association, or the Township, shall entitle any Association, or the Township, to cancel, rescind or otherwise terminate the Township's, such Association's, or the Roadway Manager's participation in this Declaration, or the Reciprocal Roadway Easement, but such limitation shall not affect any other rights or remedies which any Association, the Township, or the Roadway Manager, may have hereunder by reason of any breach of the provisions of this Declaration.

(25) No Third Party Beneficiaries. This Declaration is made for the sole benefit of the Developers, the Township, the Associations and the Roadway Manager, and their respective heirs, legal representatives, successors and/or assigns, and no other Person shall have any right to enforce, or benefit by, any provision of this Declaration under any theory of negative reciprocal covenants or otherwise.

(26) Applicable Law. This Declaration shall be governed by, and construed in accordance with, the laws of the State of Michigan. If any provision of this Declaration, or the application thereof to any Person or circumstance, shall be declared invalid or unenforceable, the remainder of this Declaration shall not be affected thereby, and each other

provision of this Declaration shall be deemed valid and enforceable to the fullest extent permitted by law.

(27) Section Headings. The section headings contained herein are for convenience of reference only, and in no way affect, define or limit the scope or content of this Declaration, or any provision hereof.

(28) Reservation. The Developers, Associations, and the Township hereby reserve the right to grant to public entities, or public utilities and/or service corporations, from time to time, additional easements within the Roadway Areas for Common Utility Systems, and for separate private connections thereto, provided that any such utilities shall be installed and maintained in such manner as to minimize damage to the Roadways.

(29) Dedication. All of the Roadways may be dedicated for such purposes to the use of the public upon (i) the incorporation of the Township as a city (the "City"); (ii) the consent of the City; and (iii) the affirmative vote of 66-2/3% of the Owners in each Subdivision (it being understood that upon the completion of the dedication of all such Roadways, the duties and functions of the Roadway Manager hereunder shall cease).

(30) Binding Effect. This Declaration, and the Reciprocal Roadway Easement declared hereunder, shall be binding upon, and

shall inure to the benefit of each Developer, each Owner, each Association, the Township, and the Roadway Manager and the successors and/or assigns of each Developer, Owner, Association, the Township and the Roadway Manager. Except for the differing Allocable Shares of each Association, and the Township, in each Annual Assessment, this Declaration, and the Reciprocal Roadway Easement, apply uniformly to each Subdivision and the Township Property. Membership in the Roadway Manager by each Association, and the Township, is mandatory, and may not be separated from the ownership of any Roadway Area. Each and every covenant, undertaking, easement, condition, right, privilege and restriction made, granted or assumed by any Owner hereunder is (a) made by such Owner personally, for the benefit of each other Owner, and (b) appurtenant to, and for the benefit of each Lot. The Reciprocal Roadway Easement is for the benefit of, and shall run with and bind the Township Property, and each Lot, and each Person having any right, title or interest in the Township Property, or any Lot, including, without limitation, each Owner and Occupant, and/or the heirs, personal representatives, successors and/or assigns of any such Person. Any and all mortgages hereafter encumbering all or any part of the Island Lake Property, the Biltmore Property, the Carrollton Property, or the Township Property shall be deemed subject and subordinate in all respects to the Reciprocal Roadway Easement, and the provisions of this Declaration.

IN WITNESS WHEREOF, the Developers and the Township have executed this Declaration as at the date of this Declaration.

Signed in the presence of:

Signed by:

Nicoletta Zimmerman
Nicoletta Zimmerman
Jeffrey A. Goulet
Jeffrey A. Goulet

ISLAND LAKE ASSOCIATES, a Michigan general partnership

By: GLENGARRY DEVELOPMENT ASSOCIATES, a Michigan general partnership, Managing Partner

By: Richard M. Lewiston
Richard M. Lewiston, Managing Partner

Teri Friedman
Teri Friedman
Joyce E. Kuhn
Joyce E. Kuhn

FAIRWAY PINES LIMITED PARTNERSHIP, a Michigan limited partnership

By: BILTMORE ASSOCIATES, INC., a Michigan corporation, Managing Partner

By: Norman J. Cohen
Norman J. Cohen, President

Constance L. Roessler
Constance L. Roessler
Judith A. Bocklage
Judith A. Bocklage

CARROLLTON ARMS, a Michigan general partnership

By: Gabriele Paciocco
Gabriele Paciocco, Partner

And: Genesio C. Masciulli
Genesio C. Masciulli, Partner

Nicoletta Zimmerman
Nicoletta Zimmerman
Constance L. Roessler
Constance L. Roessler

CHARTER TOWNSHIP OF CANTON, a Michigan municipal corporation

By: Thomas J. Yack
Thomas J. Yack, Supervisor
And: Loren N. Bennett
Loren N. Bennett, Clerk

STATE OF MICHIGAN)
COUNTY OF WADE) ss.

The foregoing instrument was acknowledged before me this 23rd day of February, 1993, by Richard M. Lewiston, who is a Managing Partner in GLENGARRY DEVELOPMENT ASSOCIATES, a Michigan general partnership, which is a Managing Partner in ISLAND LAKE ASSOCIATES, a Michigan general partnership (the "Partnership"), on behalf of the Partnership.

Constance L. Roessler

Constance L. Roessler Notary Public
Wayne County, Michigan
My Commission Expires: 3-2-96

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 12th day of February, 1993, by Norman J. Cohen, who is the President of BILTMORE ASSOCIATES, INC., a Michigan corporation, Managing Partner of FAIRWAY PINES LIMITED PARTNERSHIP, a Michigan limited partnership (the "Partnership"), on behalf of the Partnership.

Teri Friedman

Teri Friedman Notary Public
Oakland County, Michigan
My Commission Expires: 11/25/95

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 8th day of March, 1993, by Gabriele Paciocco and Genesio C. Mesciulli, each of whom is a Partner in CARROLLTON ARMS, a Michigan general partnership (the "Partnership"), on behalf of the Partnership.

Constance L. Roessler

Constance L. Roessler Notary Public
Wayne County, Michigan
My Commission Expires: 3-2-96

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 24th day of February, 1993, by Thomas J. Yack and Loren N.

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Bennett, who are the Supervisor and Clerk, respectively, of the CHARTER TOWNSHIP OF CANTON, a Michigan municipal corporation (the "Township"), on behalf of the Township.

Constance L. Roessler

Constance L. Roessler Notary Public
Wayne County, Michigan
My Commission Expires: 3-2-96

Drafted by, and when
recorded, return to:

Richard M. Lewiston
21790 Coolidge Highway
Oak Park, Michigan 48237

Exhibit "A"Description of the Island Lake Property

The Northwest one-quarter (1/4) of Section 21, Town 2 South, Range 8 East, Canton Township, Wayne County, Michigan, being more particularly described as follows:

Beginning at the Northwest corner of Section 21, Town 2 South, Range 8 East, thence North 89 degrees 53 minutes 16 seconds East, 2,594.81 feet along the North line of Section 21 and the centerline of Cherry Hill Road (66.00' wide) to the North one-quarter (1/4) corner of said Section 21; thence South 00 degrees 12 minutes 04 seconds West, 2,642.98 feet along the North/South one-quarter (1/4) line of Section 21 to the center of said Section 21; thence South 89 degrees 27 minutes 08 seconds West, 2,572.43 feet along the East/West one-quarter (1/4) line of said Section 21 and the centerline of Proctor Road (66.00' wide) to the West one-quarter (1/4) corner of said Section 21; thence North 00 degrees 17 minutes 04 seconds West, 2,662.51 feet along the West line of Section 21 and the centerline of Beck Road (66.00' wide) to the point of beginning, containing 157.334 acres;

Commonly known as (i) Tax Parcel No. 71-082-99-0001-000, and (ii) Tax Parcel No. 71-082-99-0002-000.

Island Lake Associates
(3/16/92)

Description of the Biltmore Property

The Northeast one-quarter (1/4) of Section 21, Town 2 South, Range 8 East, Canton Township, Wayne County, Michigan, described as:

Beginning at the Northeast corner of said Section 21; thence South 00 degrees 03 minutes 08 seconds East, 2,644.89 feet along the East line of said Section 21, said line also being the centerline of Canton Center Road (width varies), to the East one-quarter (1/4) corner of said Section 21; thence North 89 degrees 58 minutes 40 seconds West, 2,650.22 feet along the East/West one-quarter (1/4) line of said Section 21, said line also being the centerline of Proctor Road (66 feet wide) to the center of said Section 21; thence North 00 degrees 12 minutes 04 seconds East, 2,642.98 feet along the North/South one-quarter (1/4) line of said Section 21 to the North one-quarter (1/4) corner of said Section 21; and thence North 89 degrees 58 minutes 50 seconds East, 2,638.54 feet along the North line of said Section 21, said line also being the centerline of Cherry Hill Road (66 feet wide) to the point of beginning, containing 160.5000 acres;

Commonly known as (i) Tax Parcel No. 71-081-99-0001-000, and (ii) Tax Parcel No. 71-081-99-0002-000.

Description of the Carrollton Property

Part of the Southwest one-quarter (1/4) of Section 21, and part of the Northwest one-quarter (1/4) of Section 28, Town 2 South, Range 8 East, Canton Township, Wayne County, Michigan, described as follows:

Beginning at the Southwest corner of Section 21, and the Northwest corner of Section 28, Town 2 South, Range 8 East, and proceeding thence along the West line of Section 21, North 00 degrees 09 minutes 33 seconds East, 1,595.91 feet; thence North 89 degrees 27 minutes 08 seconds East, 1,292.13 feet; thence South 00 degrees 10 minutes 51 seconds East, 1,615.34 feet to a point on the South line of Section 21 and the North line of Section 28; thence South 00 degrees 15 minutes 22 seconds East, 1,324.73 feet; thence North 89 degrees 54 minutes 49 seconds West, 1,306.77 feet; thence along the West line of Section 28, North 00 degrees 01 minutes 57 seconds West, 1,329.82 feet to the point of beginning, containing 87.5394 acres;

Commonly known as (i) Tax Parcel No. 71-083-99-0002-000, and (ii) Tax Parcel No. 71-110-99-0005-000.

Exhibit "D"Description of the Township Property

Part of the South one-half (1/2) of Section 21 and part of the Northeast one-quarter (1/4) of Section 28, Town 2 South, Range 8 East, Canton Township, Wayne County, Michigan, described as:

Beginning at the Southeast corner of said Section 21 said point also being the Northeast corner of said Section 28; thence North 89 degrees 57 minutes 23 seconds West 660.00 feet along the North line of said Section 28 said line also being the South line of said Section 21; thence South 00 degrees 22 minutes 25 seconds East 330.00 feet; thence South 89 degrees 57 minutes 23 seconds East 660.00 feet to a point on the East line of said Section 28 said line also being the centerline of Canton Center Road (66 feet wide); thence South 00 degrees 22 minutes 25 seconds East 330.00 feet along said East line; thence North 89 degrees 57 minutes 23 seconds West 660.00 feet; thence South 00 degrees 22 minutes 25 seconds East 792.00 feet; thence South 89 degrees 57 minutes 23 seconds East 660.00 feet to a point on said East line; thence South 00 degrees 22 minutes 25 seconds East 469.00 feet along said East line; thence North 89 degrees 57 minutes 23 seconds West 660.00 feet; thence South 00 degrees 22 minutes 25 seconds East 165.00 feet; thence South 89 degrees 57 minutes 23 seconds East 660.00 feet to a point on said East line; thence South 00 degrees 22 minutes 25 seconds East 555.26 feet along said East line to the East one-quarter (1/4) corner of said Section 28; thence North 89 degrees 59 minutes 51 seconds West 2626.76 feet along the East/West one-quarter (1/4) line of said Section 28 to the center of said Section 28; thence North 00 degrees 28 minutes 02 seconds West 2639.41 feet along the North/South one-quarter (1/4) line of said Section 28 to the North one-quarter (1/4) corner of said Section 28 said point also being the South one-quarter (1/4) corner of said Section 21; thence North 89 degrees 41 minutes 15 seconds West 1302.08 feet along the South line of said Section 21 said line also being the North line of said Section 28; thence North 00 degrees 10 minutes 33 seconds West 2629.21 feet to a point on the East/West one-quarter (1/4) line of said Section 21 said line also being the centerline of Proctor Road (66 feet wide); thence North 89 degrees 27 minutes 08 seconds East 683.69 feet along said East/West one-quarter (1/4) line of Section 21; thence South 00 degrees 03 minutes 22 seconds East 1117.62 feet; thence North 89 degrees 54 minutes 38 seconds East 611.62 feet to a point on the North/South one-quarter (1/4) line of said Section 21; thence South 00 degrees 31 minutes 00 seconds East 828.86 feet along said North/South one-quarter (1/4) line of Section 21; thence North 89 degrees 14 minutes 48 seconds East 2111.43 feet; thence North 00 degrees 06 minutes 08 seconds West 306.47 feet; thence North 54 degrees 33 minutes 17 seconds East 643.38 feet to a point on the

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East line of said Section 21 said line also being the centerline of Canton Center Road (66 feet wide); and thence South 00 degrees 06 minutes 08 seconds East 1402.70 feet along the East line of said Section 21 to the point of beginning, containing 251.68 acres of land, more or less;

Being part of (i) Tax Parcel No. 71-083-99-0004-002; (ii) Tax Parcel No. 71-083-99-0003-003; and (iii) Tax Parcel Identification No. 71-083-99-0003-002.

Charter Township of Canton

Exhibit "A"Description of the Island Lake Property

The Northwest one-quarter (1/4) of Section 21, Town 2 South, Range 8 East, Canton Township, Wayne County, Michigan, being more particularly described as follows:

Beginning at the Northwest corner of Section 21, Town 2 South, Range 8 East, thence North 89 degrees 53 minutes 16 seconds East, 2,594.81 feet along the North line of Section 21 and the centerline of Cherry Hill Road (66.00' wide) to the North one-quarter (1/4) corner of said Section 21; thence South 00 degrees 12 minutes 04 seconds West, 2,642.98 feet along the North/South one-quarter (1/4) line of Section 21 to the center of said Section 21; thence South 89 degrees 27 minutes 08 seconds West, 2,572.43 feet along the East/West one-quarter (1/4) line of said Section 21 and the centerline of Proctor Road (66.00' wide) to the West one-quarter (1/4) corner of said Section 21; thence North 00 degrees 17 minutes 04 seconds West, 2,662.51 feet along the West line of Section 21 and the centerline of Beck Road (66.00' wide) to the point of beginning, containing 157.334 acres;

Commonly known as (i) Tax Parcel No. 71-082-99-0001-000, and (ii) Tax Parcel No. 71-082-99-0002-000.

Island Lake Associates
(3/16/92)

Exhibit "B"Description of the Biltmore Property

The Northeast one-quarter (1/4) of Section 21, Town 2 South, Range 8 East, Canton Township, Wayne County, Michigan, described as:

Beginning at the Northeast corner of said Section 21; thence South 00 degrees 03 minutes 08 seconds East, 2,644.89 feet along the East line of said Section 21, said line also being the centerline of Canton Center Road (width varies), to the East one-quarter (1/4) corner of said Section 21; thence North 89 degrees 58 minutes 40 seconds West, 2,650.22 feet along the East/West one-quarter (1/4) line of said Section 21, said line also being the centerline of Proctor Road (66 feet wide) to the center of said Section 21; thence North 00 degrees 12 minutes 04 seconds East, 2,642.98 feet along the North/South one-quarter (1/4) line of said Section 21 to the North one-quarter (1/4) corner of said Section 21; and thence North 89 degrees 58 minutes 50 seconds East, 2,638.54 feet along the North line of said Section 21, said line also being the centerline of Cherry Hill Road (66 feet wide) to the point of beginning, containing 160.5000 acres;

Commonly known as (i) Tax Parcel No. 71-081-99-0001-000, and (ii) Tax Parcel No. 71-081-99-0002-000.

Exhibit "C"Description of the Carrollton Property

Part of the Southwest one-quarter (1/4) of Section 21, and part of the Northwest one-quarter (1/4) of Section 28, Town 2 South, Range 8 East, Canton Township, Wayne County, Michigan, described as follows:

Beginning at the Southwest corner of Section 21, and the Northwest corner of Section 28, Town 2 South, Range 8 East, and proceeding thence along the West line of Section 21, North 00 degrees 09 minutes 33 seconds East, 1,595.91 feet; thence North 89 degrees 27 minutes 08 seconds East, 1,292.13 feet; thence South 00 degrees 10 minutes 51 seconds East, 1,615.34 feet to a point on the South line of Section 21 and the North line of Section 28; thence South 00 degrees 15 minutes 22 seconds East, 1,324.73 feet; thence North 89 degrees 54 minutes 49 seconds West, 1,306.77 feet; thence along the West line of Section 28, North 00 degrees 01 minutes 57 seconds West, 1,329.82 feet to the point of beginning, containing 87.5394 acres;

Commonly known as (i) Tax Parcel No. 71-083-99-0002-000, and (ii) Tax Parcel No. 71-110-99-0005-000.

Exhibit "D"Description of the Township Property

Part of the South one-half (1/2) of Section 21 and part of the Northeast one-quarter (1/4) of Section 28, Town 2 South, Range 8 East, Canton Township, Wayne County, Michigan, described as:

Beginning at the Southeast corner of said Section 21 said point also being the Northeast corner of said Section 28; thence North 89 degrees 57 minutes 23 seconds West 660.00 feet along the North line of said Section 28 said line also being the South line of said Section 21; thence South 00 degrees 22 minutes 25 seconds East 330.00 feet; thence South 89 degrees 57 minutes 23 seconds East 660.00 feet to a point on the East line of said Section 28 said line also being the centerline of Canton Center Road (66 feet wide); thence South 00 degrees 22 minutes 25 seconds East 330.00 feet along said East line; thence North 89 degrees 57 minutes 23 seconds West 660.00 feet; thence South 00 degrees 22 minutes 25 seconds East 792.00 feet; thence South 89 degrees 57 minutes 23 seconds East 660.00 feet to a point on said East line; thence South 00 degrees 22 minutes 25 seconds East 469.00 feet along said East line; thence North 89 degrees 57 minutes 23 seconds West 660.00 feet; thence South 00 degrees 22 minutes 25 seconds East 165.00 feet; thence South 89 degrees 57 minutes 23 seconds East 660.00 feet to a point on said East line; thence South 00 degrees 22 minutes 25 seconds East 555.26 feet along said East line to the East one-quarter (1/4) corner of said Section 28; thence North 89 degrees 59 minutes 51 seconds West 2626.76 feet along the East/West one-quarter (1/4) line of said Section 28 to the center of said Section 28; thence North 00 degrees 28 minutes 02 seconds West 2639.41 feet along the North/South one-quarter (1/4) line of said Section 28 to the North one-quarter (1/4) corner of said Section 28 said point also being the South one-quarter (1/4) corner of said Section 21; thence North 89 degrees 41 minutes 15 seconds West 1302.08 feet along the South line of said Section 21 said line also being the North line of said Section 28; thence North 00 degrees 10 minutes 33 seconds West 2629.21 feet to a point on the East/West one-quarter (1/4) line of said Section 21 said line also being the centerline of Proctor Road (66 feet wide); thence North 89 degrees 27 minutes 08 seconds East 683.69 feet along said East/West one-quarter (1/4) line of Section 21; thence South 00 degrees 03 minutes 22 seconds East 1117.62 feet; thence North 89 degrees 54 minutes 38 seconds East 611.62 feet to a point on the North/South one-quarter (1/4) line of said Section 21; thence South 00 degrees 31 minutes 00 seconds East 828.86 feet along said North/South one-quarter (1/4) line of Section 21; thence North 89 degrees 14 minutes 48 seconds East 2111.43 feet; thence North 00 degrees 06 minutes 08 seconds West 306.47 feet; thence North 54 degrees 33 minutes 17 seconds East 643.38 feet to a point on the

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East line of said Section 21 said line also being the centerline of Canton Center Road (66 feet wide); and thence South 00 degrees 06 minutes 08 seconds East 1402.70 feet along the East line of said Section 21 to the point of beginning, containing 251.68 acres of land, more or less;

Being part of (i) Tax Parcel No. 71-083-99-0004-002; (ii) Tax Parcel No. 71-083-99-0003-003; and (iii) Tax Parcel Identification No. 71-083-99-0003-002.

Charter Township of Canton

TEMPORARY
ACCESS AND CONSTRUCTION
EASEMENT

THIS INDENTURE ("this Indenture") made this _____ day of _____, 1993, by and between ISLAND LAKE ASSOCIATES, a Michigan general partnership (hereinafter called "Island Lake"), having its principal office at 21790 Coolidge Highway, Oak Park, Michigan 48237; BILTMORE PROPERTIES CORPORATION, a Michigan corporation (hereinafter called "Biltmore"), having its principal office at 2025 West Long Lake Road, Suite 104, Troy, Michigan 48098; and CARROLLTON ARMS, a Michigan general partnership (hereinafter called "Carrollton"), having its principal office at 1330 Goldsmith, Plymouth, Michigan 48170 (collectively, the "Developers"), and the CHARTER TOWNSHIP OF CANTON, a Michigan municipal corporation (hereinafter called the "Township"), having its principal office at 1150 South Canton Center Road, Canton, Michigan 48188.

W I T N E S S E T H:

The following is a recital of the facts and objectives underlying this Declaration:

(A) Island Lake, Biltmore, Carrollton, and the Township, respectively, own the parcels of land located in Sections 21 and 28 of the Township, more particularly described on Exhibits "A", "B", "C" and "D" attached hereto (the "Island Lake Property", the "Biltmore Property", the "Carrollton Property", and the "Township Property", respectively).

(B) The Township Property will be used and developed for a variety of residential and community purposes and facilities, including, without limitation, sections of a municipally owned and operated golf course, and related clubhouse and maintenance facilities (the "Golf Course"), to be known as "Pheasant Run".

(C) The Island Lake Property, the Biltmore Property, and the Carrollton Property, will each be used, separately, for the development (in one or more phases) of a single family residential subdivision (collectively, the "Subdivision", and, separately, a "Subdivision", and which reference, in the case of any Subdivision, includes all of the successive development phases of such Subdivision), including, without limitation (i) sections of the site of the Golf Course (in each case, to be dedicated and conveyed by the relevant Developer to the Township), and (ii) private interior roads (the "Roadways"), within named and dimensioned easement areas (the "Roadway Areas"), in each case, as depicted on the recorded plat of such Subdivision (the "Plat"), in each case, including, without

limitation, a segment of a continuous boulevard Roadway, to be known, and hereinafter referred to as "Glengarry Boulevard".

(D) The development, use, operation, maintenance, improvement, repair and replacement of the Roadways within each Subdivision, together with a segment of Glengarry Boulevard to be located within the Township Property, will be governed by a Declaration of Reciprocal Roadway Easement, of even date herewith (the "Declaration"), which among other things (i) more specifically defines and describes the Roadways; (ii) prescribes the method, manner and timing of the construction thereof, including, without limitation, the time by which the First Phase Improvements in Glengarry Boulevard, and each other Roadway affected by a Golf Cart Crossing (as each such term is defined in the Declaration) shall be completed and available for use; and (iii) provides for the continuous maintenance of such Roadways by the relevant Developer, or the Township, as the case may be, until the assumption of jurisdiction thereover by the Roadway Manager (as that term is defined in the Declaration).

(E) Each Developer desires to afford and grant unto the Township (including, for such purpose, the employees, agents, architects, supervisors, contractors, subcontractors, successors and assigns of the Township, together with the vehicles and equipment of each such person) a non-exclusive right of access over, upon and across the property of such Developer, to and from the site of the Golf Course, to enable the Township to begin and continue the development and construction of the Golf Course prior to, and pending, the completion of such Roadways (the "Permitted Purpose"), concurrently with the development of such property by such Developer, and in such fashion as shall minimize interference with such development.

NOW, THEREFORE, it is hereby agreed, as follows:

(1) Island Lake, Biltmore and Carrollton, respectively, hereby grant unto the Township (including, for such purpose, the employees, agents, architects, supervisors, contractors, subcontractors, successors and assigns of the Township, together with the vehicles and equipment of each such person) a non-exclusive right of access (the "Temporary Access Easement"), over, upon and across the Island Lake Property, the Biltmore Property, and the Carrollton Property, respectively, to and from the site of the Golf Course, for the Permitted Purpose, during the term set forth in this Indenture (it being understood that the Township's rights with regard to the Temporary Access Easement shall be exercised (a) concurrently with the development of such property by the relevant Developer, and (b) in such fashion as shall minimize interference with such development).

(2) The Temporary Access Easement shall continue with regard to the Island Lake Property, and/or the Biltmore Property,

and/or the Carrollton Property until Glengarry Boulevard, and each other Roadway affected by a Golf Cart Crossing, within such property is available for use by the Township, at which time the Temporary Access Easement shall terminate with regard to such property without further action of any kind required. In each such instance, the Township and relevant Developer shall make, publish and record an appropriate affidavit evidencing the termination of the Temporary Access Easement in regard to the relevant property.

(3) The Township shall indemnify, defend and hold harmless each Developer (and the successors and assigns of each Developer) from and against all actions, proceedings, claims, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and costs, arising from, or as a result of, the entry of the Township upon such Developer's property under the Temporary Access Easement. The Township shall use due care to prevent and/or avoid damage to improvements installed upon the property of each Developer (it being understood that (a) each Developer may designate an adequate pre-approved route across such Developer's property for use by the Township's heavy equipment traffic hereunder, and (b) the Township's obligation of due care, and duty to repair damage hereunder, in the case of each Developer's property, shall extend to damage caused by the Township's equipment hereunder to utility lines, curbing and other infrastructure improvements upon such Developer's property, but shall not otherwise extend to minor damage upon such property).

IN WITNESS WHEREOF, the Developers and the Township have executed this Indenture the day and year first above set forth.

Signed in the presence of:

Signed by:

ISLAND LAKE ASSOCIATES, a Michigan general partnership

By: GLENGARRY DEVELOPMENT ASSOCIATES, a Michigan general partnership, Managing Partner

By:

Richard M. Lewiston, Managing Partner

BILTMORE PROPERTIES CORPORATION, a Michigan corporation

By:

Norman J. Cohen, President

STATE OF MICHIGAN)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this
day of _____, 1993, by Gabriele Paciocco and Genesio C.
Mesciulli, each of whom is a Partner in CARROLLTON ARMS, a
Michigan general partnership (the "Partnership"), on behalf of
the Partnership.

Notary Public
County, Michigan
My Commission Expires:

STATE OF MICHIGAN)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this
day of _____, 1993, by Thomas J. Yack and Loren N.
Bennett, who are the Supervisor and Clerk, respectively, of the
CHARTER TOWNSHIP OF CANTON, a Michigan municipal corporation (the
"Township"), on behalf of the Township.

Notary Public
County, Michigan
My Commission Expires:

Drafted by, and when
recorded, return to:

Richard M. Lewiston
21790 Coolidge Highway
Oak Park, Michigan 48237

Exhibit "F"Schedule of Initial Funding Deposits

<u>Obligor</u>	<u>Amount</u>
(i) ISLAND LAKE ASSOCIATES, a Michigan general partnership	\$19,358
(ii) BILTMORE PROPERTIES CORPORATION, a Michigan corporation	20,287
(iii) CARROLLTON ARMS, a Michigan general partnership	13,972
(iv) CHARTER TOWNSHIP OF CANTON, a Michigan municipal corporation	<u>7,380</u>
	<u>\$60,997</u>