

LIBER 12171 PG 362

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RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement is entered into this 14 day of October, 1991 by Harbor Oaks Development Corporation ("Harbor Oaks"), a Michigan corporation whose address is 4204 Martin, Suite B, Walled Lake, Michigan 48390, and Der-Mar, Inc. ("Der-Mar"), a Michigan corporation whose address is 22170 Orchard Way, Birmingham, Michigan 48010.

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1866 MISC 23.00

Recitals:

Harbor Oaks is the developer of a condominium development (the "Condominium Development") situated in Waterford Township, Michigan and known as Harbor Oaks Condominiums, Oakland County Subdivision Plan No. 516. The Condominium Development was established by the recording of a Master Deed (the "Master Deed") dated September 23, 1987 in the Oakland County Records. The legal description of the Condominium Development is:

Units 1 through 108 inclusive, Harbor Oaks Condominiums, designated as Condominium Subdivision Plan No. 516 according to the Master Deed recorded at Liber 10178, Pages 121 through 164, Oakland County Records, as amended by the First Amendment to Master Deed recorded at Liber 10339, Pages 803 through 821, Oakland County Records; the Second Amendment to Master Deed recorded at Liber 10859, Pages 379 through 386, Oakland County Records; and the Third Amendment to Master Deed recorded at Liber 11121, Pages 841 through 864, Oakland County Records, together with rights in general and limited common elements, as set forth in the above described Master Deed, as amended, and as described in Act 59 of the Public Acts of 1979, as amended.

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The metes and bounds description of the land occupied by the Condominium Development as set forth in the Master Deed, as amended to date, is set forth in the attached Exhibit "A" and incorporated herein.

Harbor Oaks has built and conveyed 78 units in the Condominium Development to individual unit owners. Units 79 through 108 of the Condominium Development have yet to be constructed. As of this date, Harbor Oaks has assigned its rights as developer under the aforesaid Master Deed to Der-Mar so that Der-Mar can construct and sell Units 79 through 108 as the successor developer to Harbor Oaks. Harbor Oaks has executed and caused the recording of a warranty deed conveying title to Units 97 through 108, inclusive, to Der-Mar. Harbor Oaks and Der-Mar have also entered into a land contract conveying equitable title to Units 79 through 96, inclusive, to Der-Mar as land contract vendee.

OK - G.K.

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Harbor Oaks owns a parcel of land (the "Adjacent Land") located immediately south of the Condominium Development. The Adjacent Land is identified in the Master Deed, as amended to date, as land that may be added to the Condominium Development. The legal description of the Adjacent Land is set forth in the attached Exhibit "B" and incorporated herein.

According to paragraph (n) of Article VIII of the Master Deed, Harbor Oaks has reserved permanent easements for the benefit of the Adjacent Land for ingress and egress over the roads and walks of the Condominium Development and for use, tapping into, enlarging and/or extending all utility lines on the land included in the Condominium Development. As the owner of the Adjacent Land and as the successor developer of the Condominium Development, Harbor Oaks and Der-Mar respectively wish to facilitate development of the Adjacent Land and completion of the Condominium Development by regranting and defining the easements reserved in the Master Deed for the benefit of the Adjacent Land and creating easements in the Adjacent Land for the benefit of the Condominium Development.

NOW, THEREFORE, for One Dollar (\$1.00) and ~~other valuable consideration~~ including the mutual obligations herein contained, Harbor Oaks and Der-Mar agree as follows:

1. Under the rights reserved in Article IX, subparagraph (c)(7) of the Master Deed, Der-Mar, as successor developer of the Condominium Development, grants a perpetual, non-exclusive easement for ingress and egress over the roads located in the Condominium Development for the benefit of the Adjacent Land and for the benefit of any and all owners and residents of structures built on the Adjacent Land (and their respective licensees, invitees and guests); provided that the use of this easement shall not exceed any use restrictions set forth in the Master Deed, as amended.

2. Under the rights reserved in Article IX, subparagraph (c)(7) of the Master Deed, Der-Mar, as successor developer of the Condominium Development, grants a perpetual, non-exclusive easement for the benefit of the Adjacent Land and for the benefit of any and all residents of structures built on the Adjacent Land to tap into and use any of the utility facilities located on the premises of the Condominium Development; including, without limitation, water mains, storm and sanitary sewers, electric and gas lines, telephone lines, cable television lines and any other communication lines.

3. As the owner of the Adjacent Land, Harbor Oaks grants a perpetual, non-exclusive easement for ingress and egress over the roads located on the Adjacent Land for the benefit of the Condominium Development and for the benefit of any and all owners and residents of units in the Condominium Development (and their respective licensees, invitees and guests); provided that the use of this easement shall not exceed any use restrictions set forth in any master deed recorded to establish a condominium development

within the Adjacent Land or any similar document governing the use of roads located on the Adjacent Land.

4. As the owner of the Adjacent Land, Harbor Oaks grants a perpetual, non-exclusive easement for the benefit of the Condominium Development and for the benefit of any and all owners and residents of units in the Condominium Development to tap into and use any of the utility facilities located on the Adjacent Land; including, without limitation, water mains, storm and sanitary sewers, electric and gas lines, telephone lines, cable television lines and any other communication lines.

5. The current and future owners of the roads and utility facilities burdened by the easements reserved and granted in Paragraphs 1 through 4 above shall respectively have the right to relocate the burdened roads and utility facilities located upon their respective properties to the extent they deem necessary or advisable in their sole discretion; provided, however, that the cost of such relocation shall be at their expense and further provided that in no event shall such relocation impair, unreasonably disrupt, or increase the cost of the use of the easements granted in Paragraphs 1 through 4 above by the beneficiaries thereof.

6. The owners of any utility facility relocated pursuant to Paragraph 5 above shall cause "as-built" drawings of the relocated facility to be provided to the owners of interests in the land benefitted by the easement burdening the facility or any condominium association or similar organization formed to represent such owners.

7. The owners of units in the Condominium Development through the Harbor Oaks Condominium Association shall maintain and repair the roads and utility facilities located within the Condominium Development. Except as provided below, the owner of the Adjacent Land and the subsequent owners of said land (through an association, if such entity is created) shall maintain and repair the roads and utility facilities located on the Adjacent Land. The cost of repairs, over and above ordinary day-to-day maintenance, to the roads and utility facilities subject to the easements reserved and granted herein shall be shared as follows:

- (a). The cost of repairs to roads and water mains located in the Condominium and on the Adjacent Land shall be shared by the Harbor Oaks Condominium Association and the owners of the Adjacent Land in proportion to the number of occupied units located in the Condominium Development and on the Adjacent Land.
- (b). The cost of repairs to storm sewer lines located in the Condominium Development only shall be shared by the Harbor Oaks Condominium Association and the owners of the

Adjacent Land in proportion to the number of occupied units located in the Condominium Development and on the Adjacent Land because the storm sewer lines located in the Condominium Development receive the drainage from the lines located on the Adjacent Land.

- (c). The cost of repairs to sanitary sewer lines located in the Condominium Development and on the Adjacent Land shall not be shared; provided that the Harbor Oaks Condominium Association shall be responsible for and bear the cost of any repairs to that part of the sanitary sewer line that traverses a portion of the Adjacent Land as it extends from Building 6 to Buildings 7 and 8 of the Condominium Development. See the Condominium Subdivision Plan attached to and incorporated in the Master Deed as Exhibit "B".
- (d). The cost-sharing provisions set forth in subparagraphs (a), (b) and (c) above shall not govern payment of the costs required to restore roads or utilities damaged by the construction activities of Der-Mar, Harbor Oaks or their respective assigns.

8. Harbor Oaks, as the owner of the Adjacent Land, grants a perpetual, non-exclusive easement for the benefit of the Condominium Development and the owners of units in the Condominium Development to enter upon the Adjacent Land for the purpose of and to the extent necessary to make repairs to the sanitary sewer line between Buildings 6 and Buildings 7 and 8 of the Condominium Development. If the Harbor Oaks Condominium Association is required to use this easement, it shall cause any portion of the Adjacent Land disturbed by such repairs to be restored as much as possible to its prior condition.

9. Any party required under the terms of Paragraph 7 above to share in the cost of repairs required to be performed by another shall pay its share of said costs within ten (10) days of receipt of demand for such payment from the party required to make the repairs; provided that the party required to make the repairs shall give the other contributing party a reasonable opportunity to object to the cost of such repair before contracting for the repair. A contributing party shall not object to the cost of repairs unless the objection is reasonable. Any sum that is not paid within the ten-day period described above shall bear interest at the rate of eighteen per cent (18%) per annum.

10. Until otherwise notified in writing, the owner or owners of the Adjacent Land shall address demands for payment of shared costs and communications concerning bids for repairs to the Harbor Oaks Condominium Association through the Association's Management Agent, Majestic Properties, Inc., 371 Voorheis, Pontiac, Michigan 48341, and to Der-Mar, Inc. at 22170 Orchard Way, Birmingham,

Michigan 48010, with a copy to Jeffrey A. Supowit, Esq., 2400 First National Building, Detroit, Michigan 48226. Until otherwise notified in writing, Harbor Oaks Condominium Association, on behalf of the owners of units in the Condominium Development, shall address demands for payment of shared costs and communications concerning bids for repairs to Harbor Oaks at 4204 Martin, Suite B, Walled Lake, Michigan 48390.

11. As the owner of the Adjacent Land, Harbor Oaks grants a temporary, non-exclusive easement for ingress and egress over the roads located on the Adjacent Land to the extent necessary to provide for construction of Units 79 through 108 and related improvements to the common elements of the Condominium Development by Der-Mar or any other successor developer. This easement shall continue until completion of the aforesaid units and improvements, including any related paving or landscaping.

12. This Reciprocal Easement Agreement shall run with the lands burdened and benefitted by the easements contained herein, shall be governed by the laws of the State of Michigan, and shall bind the respective successors and assigns of Harbor Oaks and Der-Mar, including any and all owners of units in the Condominium Development.


13. Harbor Oaks acknowledges and agrees that the interest it retains as land contract vendor of Units 79 through 96 of the Condominium Development is and shall continue to be subject to the easements granted herein for the benefit of both the Adjacent Land and the Condominium Development.

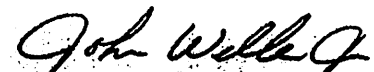
14. This Reciprocal Easement Agreement shall not be subject to amendment except by a writing duly executed on behalf of Harbor Oaks and Der-Mar or their respective successors and assigns.

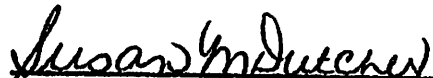
IN WITNESS WHEREOF, Harbor Oaks Development Corporation and Der-Mar, Inc. have executed this Reciprocal Easement Agreement on the date first above written.

WITNESSES:

HARBOR OAKS DEVELOPMENT
CORPORATION, a Michigan
corporation


Craig Hills

By: 
John Weller, Jr., President


Susan M. DUTCHER

WITNESSES:

Susan M. Dutcher
SUSAN M. DUTCHER

Michael R. Cole
MICHAEL R. COLE

DER-MAR, INC., a Michigan corporation

By: Robert N. Derderian
Robert N. Derderian,
President

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 14 day of October, 1991 by John Weller, Jr., President of Harbor Oaks Development Corporation, a Michigan corporation.

Susan M. Dutcher
Notary Public
Oakland County, Michigan
My commission expires: 11-10-92

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 14 day of October, 1991 by Robert N. Derderian, President of Der-Mar, Inc., a Michigan corporation.

Susan M. Dutcher
Notary Public
Oakland County, Michigan
My commission expires: 11-10-92

Drafted by:

George W. Day, Esq.
8181 Hazelton
Dearborn Heights, MI 48127

When recorded, return to:

Jeffrey A. Supowit, Esq.
Mager, Monahan, Donaldson & Alber
2400 First National Building
Detroit, Michigan 48226.

SUSAN M. DUTCHER
NOTARY PUBLIC STATE OF MICHIGAN
OAKLAND COUNTY
MY COMMISSION EXP. NOV. 10, 1992

LIBER 121710368

EXHIBIT "A" TO RECIPROCAL EASEMENT AGREEMENT

Land situated in the Township of Waterford, Oakland County, Michigan, and described as:

Encompassing parts of the Southwest 1/4 of Section 3, the Northwest 1/4 of Section 3, and the Southeast 1/4 of Section 4, Town 3 North, Range 9 East, Sections 3 and 4, all described as:

Beginning at the most easterly corner of "Eagle Lake Heights"; thence N. 48° 10' 20" W. 148.50 feet; thence S. 70° 11' 00" E. 46.40 feet; thence S. 61° 25' 00" E. 75.90 feet; thence S. 89° 01' 40" E. 193.15 feet; thence N. 66° 50' 38" E. 238.82 feet; thence N. 02° 28' 27" E. 199.12 feet; thence S. 88° 14' 00" E. 351.65 feet; thence N. 02° 37' 23" E. 147.14 feet; thence N. 76° 43' 00" E. 182.80 feet; thence S. 09° 20' 00" W. 196.30 feet; thence S. 88° 14' 00" E. 436.47 feet; thence S. 30° 58' 30" W. 733.74 feet; thence S. 66° 30' 33" W. 80.52 feet; thence N. 51° 39' 19" W. 274.30 feet; thence S. 65° 16' 40" W. 187.71 feet; thence S. 58° 35' 03" W. 126.99 feet; thence S. 52° 03' 58" W. 102.21 feet; thence N. 42° 25' 40" W. 464.47 feet; thence S. 46° 01' 50" W. 800.00 feet; thence N. 42° 25' 40" W. 50.00 feet; thence N. 46° 01' 50" E. 816.60 feet to the point of the beginning.

13-04-433-000 Ent Condo #

*Harbor Oaks Condo
units 1-108*

EXHIBIT "B" TO RECIPROCAL EASEMENT AGREEMENT

Land situated in the Township of Waterford, Oakland County, Michigan, and described as:

A parcel of land comprising part of the Southwest 1/4 of Section 3 and part of the Southeast 1/4 of Section 4, Town 3 North, Range 9 East, Waterford Township, Oakland County, Michigan and described as:

Commencing at the most easterly corner of "Eagle Lake Heights"; thence S. 24° 14' 48" E. 53.05 feet; thence S. 42° 25' 40" E. 464.47 feet to the point of beginning; thence S. 42° 25' 40" E. 526.86 feet; thence N. 47° 39' 00" E. 237.49 feet; thence S. 89° 19' 00" E. 108.94 feet; thence N. 01° 41' 00" E. 300.00 feet; thence S. 66° 30' 33" W. 80.52 feet; thence N. 51° 39' 19" W. 274.30 feet; thence S. 65° 16' 40" W. 187.71 feet; thence S. 58° 35' 03" W. 126.99 feet; thence S. 52° 03' 58" W. 102.21 feet to the point of the beginning.

13-03-301-006

HARBOR OAKS CONDOMINIUM

UNDER 121710370

Unit 1 Bldg 3 13-04-433-012
Unit 2 13-04-433-013
Unit 3 13-04-433-014
Unit 4 13-04-433-015
Unit 5 13-04-433-016
Unit 6 13-04-433-017
Unit 7 13-04-433-018
Unit 8 13-04-433-019
Unit 9 13-04-433-020
Unit 10 13-04-433-021
Unit 11 13-04-433-022
Unit 12 13-04-433-023
Unit 13 13-04-433-024
Unit 14 13-04-433-025
Unit 15 13-04-433-026
Unit 16 13-04-433-027
Unit 17 13-04-433-028
Unit 18 13-04-433-029
Unit 19 Bldg 2 13-04-433-030
Unit 20 13-04-433-031
Unit 21 13-04-433-032
Unit 22 13-04-433-033
Unit 23 13-04-433-034
Unit 24 13-04-433-035
Unit 25 13-04-433-036
Unit 26 13-04-433-037
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Unit 31 Bldg 1 13-04-433-042
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Unit 38 13-04-433-049
Unit 39 13-04-433-050
Unit 40 13-04-433-051
Unit 41 13-04-433-052
Unit 42 13-04-433-053
Unit 43 Bldg 4 13-04-433-054
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