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AGREEMENT FOR PLANNED RESIDENTIAL DEVELOPMENT

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COPPER CREEK
AGREEMENT FOR PLANNED RESIDENTIAL DEVELOPMENT

THIS AGREEMENT AND DECLARATION ("Agreement") is made this 22ND day of AUGUST, 1988, by and between THE CITY OF FARMINGTON HILLS, a Michigan municipal corporation, whose address is 31555 Eleven Mile Road, Farmington Hills, Michigan 48018, herein called the "City," and COPPERWOOD CREEK LIMITED PARTNERSHIP, a Michigan limited partnership, whose address is 2900 West Maple, Troy, Michigan 48064, herein called "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner or purchaser of land located in the City of Farmington Hills, County of Oakland, State of Michigan, described on Exhibit A attached hereto (the "Land"), and

WHEREAS, Article V, Sections 60.500 through 60.509 inclusive, Planned Residential Districts, of the City of Farmington Hills Zoning Ordinance ("Article V") permits an optional means of land development that allows a mixture of types of residential units, and

WHEREAS, Declarant wishes to develop the Land under the provisions of Article V, and

WHEREAS, Declarant submitted for City Council approval a proposed PRD Plan ("Plan") for development of the Land in accordance with Article V (the resulting planned residential development being hereinafter referred to as the "Development"), and the City Council has approved said Plan, a copy of which is marked Exhibit B attached hereto and shall hereinafter be referred to either as "Plan" or "Exhibit B, and

WHEREAS, the Development must include Open Space available for the common use and enjoyment of certain owners and residents of residential properties included within the Development, such Open Space to be located generally as shown on the Plan, and

WHEREAS, Article V requires the Declarant and the City to enter into a contract setting forth the conditions underlying approval of the Plan, and

WHEREAS, conditions and restrictions applicable to the Land must be established to insure the proper improvement, maintenance and government of the Storm Water Control Structure, Open Space, Golf Course, Roads, Gates, Gatehouse, Entrance Monuments and Electronic Gates, and Pedestrian Pathways within the Land, and the rights of certain property owners and residents therein, and

WHEREAS, it is the purpose and intent of this Agreement that the Land shall be held and/or conveyed subject to the restrictions and conditions contained in this Agreement,

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NOW, THEREFORE, in consideration of the approval by the City of the Plan and of the mutual promises contained herein,

IT IS HEREBY AGREED by Declarant and the City that the following provisions constitute covenants running with the land, binding upon the heirs, personal representatives, successors and assigns of the Declarant and the grantees of any individual lots, condominium units, and/or other parcels of real property located within the Land.

ARTICLE I
DEFINITIONS AND GENERAL PROVISIONS REGARDING OBLIGATIONS

Section 1. "Additional Improvements" shall mean the improvements made to or installed in the Open Space, other than the Original Improvements (as defined below), provided that such improvements are in accordance with the ordinances of the City.

Section 2. "Club House" shall mean that building constructed on the Golf Course with facilities which may include restrooms, locker rooms, a grill room with kitchen, a restaurant, a bar, a pro shop, and an office.

Section 3. "Cluster Area" shall mean the area designated as "Cluster" on the Plan.

Section 4. "Cluster Area Land Owner" shall mean any owner (other than Declarant) of land within the Cluster Area for which a Cluster Association does not exist.

Section 5. "Cluster Association" shall mean any association of owners of land or Condominium Units or other Residential Units located within the Cluster Area, incorporated as a Michigan Non-Profit Corporation, and the successors and assigns of any such Association, it being anticipated that one or more separate "Cluster Associations" may eventually be incorporated for the Cluster Area. Any condominium association established in connection with recording of a Master Deed (pursuant to the Michigan Condominium Act, MCLA 559.101 et seq) for any portion of the Cluster Area shall be a Cluster Association for purposes of this Agreement.

Section 6. "Cluster Association Member" shall mean each member of a Cluster Association. Each Cluster Owner shall be a member of the Cluster Association applicable to the part of the Cluster Area in which the Cluster Owner has ownership rights, and each owner of a Condominium Unit or other Residential Unit within said area shall hold a separate Cluster Association membership for each Condominium Unit or other Residential Unit owned.

Section 7. "Cluster Owner" shall mean the record owner, whether one or more persons or entities, of the fee title to any Lot or any Condominium Unit within any portion of the Cluster Area, including land contract vendee but excluding land contract vendors; provided, however, that during the period that any land contract is in force between Declarant and any purchaser from Declarant who is acquiring, within the Cluster Area, a Lot or Lots or land for the purpose of constructing or

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marketing houses or Condominium Units thereon for sale to another, Declarant shall (unless it elects otherwise) be deemed to be the owner of any such Lot(s) or land.

Section 8. "Condominium Unit" shall mean a condominium unit described in a Master Deed.

Section 9. "Declarant" shall mean and refer to Copperwood Creek Limited Partnership, a Michigan Limited Partnership, and such of its successors and assigns to whom it shall specifically assign all of its rights, powers, authority, obligations, and undertakings under this Agreement not previously transferred to a Successor Entity.

Section 10. "Golf Course" shall mean the area designated as "Golf Course" on Exhibit B, which area shall be aggregated with the Open Space for purposes of computing the total amount of park or open space required pursuant to Article V Section 60.504.A.3. but shall not otherwise be treated as Open Space.

Section 11. "Holder" shall mean whichever entity(ies) is/are identified as bearing the Maintenance Obligation or Reimbursement Obligation, whichever Obligation is specified.

Section 12. "Lot" shall mean and refer to any numbered lot in a Subdivision, provided that where property has been attached to or detached from any Lot, the enlarged lot and/or the diminished lot shall each be deemed to be a Lot; provided further, two or more lots or parts of lots which are combined into a single one family residential home site shall be deemed "one" Lot.

Section 13. "Maintenance Obligation" shall mean the obligation to perform or cause the performance of and to pay all costs of the maintenance, repair, and replacement of and necessary additions to the Storm Water Control Structure, Open Space (including Original Improvements located therein and, if specified, Additional Improvements located therein), Roads, Gates, Gatehouse, Entrance Monuments and Electronic Gates, or Pedestrian Pathways, whichever is applicable, and, where such term is used in reference to Roads and/or Pedestrian Pathways, to perform or cause the performance of and to pay all costs of snow removal from such Roads and/or Pedestrian Pathways. Unless specified otherwise, the term "Maintenance Obligation" shall also include the Obligation to obtain and pay for public liability and hazard insurance (for the full replacement value) of said Storm Water Control Structure, Open Space, Roads, Gates, Gatehouse, Entrance Monuments and Electronic Gates, or Pedestrian Pathways (whichever is applicable).

Section 14. "MF Area Land Owner" shall mean each owner (other than Declarant) of land within the Multiple Family Area for which neither an MF Condo Association nor a Multiple Family Association exists and who has been so designated by Declarant.

Section 15. "MF Condo Association" shall mean any association (incorporated as a Michigan Non-Profit Corporation) of owners of land or Condominium Units or other Residential

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Units located within a portion of the Multiple Family Area for which a master deed ("Master Deed") establishing a condominium pursuant to the Michigan Condominium Act, MCLA 559.101 et seq ("Act") has been recorded, and the successors and assigns of any such Association, it being anticipated that separate MF Condo Associations may be incorporated for each portion of the Multiple Family Area for which a Master Deed is recorded. Any condominium association established in connection with recording a Master Deed for any portion of the Multiple Family Area shall be an MF Condo Association for purposes of this Agreement.

Section 16. "MF Condo Association Member" shall mean each member of an MF Condo Association. Each MF Condo Owner shall be a member of the MF Condo Association applicable to that portion of the Multiple Family Area for which a Master Deed has been recorded and in which said MF Condo Owner has ownership rights, and each owner of a Condominium Unit or other Residential Unit within said area shall hold a separate MF Condo Association membership for each such Condominium Unit or other Residential Unit owned.

Section 17. "MF Condo Owner" shall mean the record owner, whether one or more persons or entities, of the fee title to any Lot or any Condominium Unit within any portion of the Multiple Family Area for which a Master Deed has been recorded, including land contract vendees; provided, however, that during the period that any land contract is in force between Declarant and any purchaser from Declarant who is acquiring, within said area, a Lot or Lots or land for the purpose of constructing or marketing houses or Condominium Units thereon for sale to another, Declarant shall (unless it elects otherwise) be deemed to be the owner of any such Lot(s) or land.

Section 18. "Multiple Family Area" shall mean the entire area designated as "Multi-Family Residential" on the Plan.

Section 19. "Multiple Family Association" shall mean an association (incorporated as a Michigan Non-Profit Corporation) of owners of land or Residential Units located in the Multiple Family Area, its successors and assigns, it being recognized that no Multiple Family Association is required hereunder.

Section 20. "Multiple Family Association Member" shall mean each member of a Multiple Family Association. Each Multiple Family Owner of property located within an area for which a Multiple Family Association has been created shall be a member of said Multiple Family Association, provided however that each such Owner of a Residential Unit within such portion of the Multiple Family Area shall hold a separate Multiple Family Association membership for each Residential Unit owned, and further provided that Declarant (and its assigns) may, if it so elects, hold 12 separate Multiple Family Association memberships for each one acre of vacant land within the Multiple Family Area owned by it and corresponding to such Multiple Family Association.

Section 21. "Multiple Family Owner" shall mean the record owner (which term shall exclude land contract vendees,

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more persons or entities, of the fee title to any land included within the Multiple Family Area, provided, however, that any Condominium Unit owner belonging to an MF Condo Association shall not be a Multiple Family Owner unless the Articles of Incorporation and/or By Laws of the Multiple Family Association so specify (in which event any land contract vendee but not land contract vendor shall be deemed to be said Multiple Family Owner).

Section 22. "Open Space" shall mean the land designated on Exhibit B as "Open Space No. 1", "Open Space No. 2A", "Open Space No. 2B", "Open Space No. 2C", "Open Space No. 3", "Open Space No. 4", and "Open Space No. 5", including such portions of the Pedestrian Pathways as are located therein and excluding the Storm Water Control Structure located therein; "SF Open Space" shall mean that portion of the Open Space designated on the Plan as "Open Space No. 2A", including such portions of the Pedestrian Pathways as are located therein, and "MF Open Space" shall mean that portion of the Open Space designated on the Plan as "Open Space No. 1", "Open Space No. 2B", "Open Space No. 2C", "Open Space No. 3", "Open Space No. 4", and "Open Space No. 5", including such portions of the Pedestrian Pathways as are located therein. Notwithstanding the foregoing, any Roads within the Open Space shall be used exclusively for vehicular traffic and as provided in Article IV, Section 2A.

Section 23. "Original Improvements" shall mean those improvements to the Open Space as set forth in the final Open Space Plan(s) approved by the City in connection with the final site plan(s) or plat approval(s) (pursuant to Section 60.506 of Article V) for the various portions of the Development.

Section 24. "Pedestrian Pathways" shall mean that land designated on Exhibit B as "Pedestrian Pathway", including the portions thereof described on Exhibit B1 and Exhibit B2, which portions may be subject to an easement for use by the public; the Pedestrian Pathways shall be maintained and used solely for walking, hiking and biking purposes.

Section 25. "Plan" shall mean the Plan attached hereto as Exhibit B for the Development as approved by the City, and as said Plan may be amended from time to time.

Section 26. "Reimbursement Obligation" shall mean the obligation to reimburse the Holder of a Maintenance Obligation for all or a specified portion of the costs of satisfying said Maintenance Obligation.

Section 27. "Residential Unit" shall mean a residential unit on a lot within a Subdivision, a Condominium Unit, or a residential unit which is part of a multiple family structure.

Section 28. "Roads" shall mean the roads designated on Exhibit B as part of the Development, excluding those roads located in any portion of the Single Family Residential Area.

Section 29. "Single Family Association" shall mean an association of owners of land or lots within one or more Subdivisions located in the Single Family Residential Area,

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incorporated as a Michigan Non-Profit Corporation, and its successors and assigns.

Section 30. "Single Family Association Member" shall mean each member of the Single Family Association. Each Single Family Owner shall be a Single Family Association Member, provided however that each owner of a Lot in a Subdivision shall hold a separate Single Family Association membership for each Lot owned and further provided that Declarant (and its assigns) may, if it so elects, hold two separate memberships in the Single Family Association for each one acre of land within the Single Family Residential Area owned by it, and for which a final plat of a Subdivision has not been recorded.

Section 31. "Single Family Owner" shall mean the record owner, whether one or more persons or entities, of the fee title to any Lot within any portion of the Single Family Residential Area for which a plat for a subdivision has been recorded, including land contract vendees and excluding land contract vendors, provided, however, that during the period that any land contract is in force between Declarant and any purchaser from Declarant who is acquiring a Lot for the purpose of constructing a house thereon for sale to another, Declarant shall (unless it elects otherwise) be deemed to be the owner of any such Lot. "Single Family Owner" shall also mean the record owner, whether one or more persons or entities, of any land within any portion of the Single Family Residential Area for which a plat of a subdivision has not been recorded; any Land Contract vendee (other than Declarant) of such land shall not be deemed to be a Single Family Owner but the land contract vendor, instead, shall (unless it elects otherwise) be deemed to be the Single Family Owner in such case.

Section 32. "Single Family Residential Area" shall mean the combined areas designated on the Plan as "Copperwood Sub." and "Copperwood North Sub."

Section 33. "Storm Water Control Structure" shall mean that structure for storm water control that shall be constructed and maintained in accordance with the requirements of the governmental agencies having jurisdiction thereof and located across the Seeley Drain adjacent to where said Drain intersects Twelve Mile Road.

Section 34. "Subdivision" shall mean and refer to any portion of the land described on Exhibit B which comprises a recorded plat for a single-family residential subdivision.

Section 35. "Successor Entity" shall mean any individual or entity to which Declarant has specifically transferred any one or more of its Maintenance Obligations and/or Reimbursement Obligations.

Section 36. The general provisions regarding Obligations are as follows:

A. Each Holder of a Maintenance Obligation shall have the right ("Reimbursement Right") to obtain from the Holder(s) of the corresponding Reimbursement Obligation(s) (as specified elsewhere in this Agreement) all or such portion(s) as is/are

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specified of the costs of satisfying the applicable Maintenance Obligation. Such Reimbursement Right shall commence upon delivery by the Holder of the Maintenance Obligation to the Holder of the corresponding Reimbursement Obligation of a statement ("Statement") identifying the nature of the Maintenance Obligation performed or to be performed, the costs of satisfying said Maintenance Obligation, and the formula used for calculating the portion thereof ("Reimbursement Amount") to be paid by the Holder of the Reimbursement Obligation. Accompanying said Statement shall be a photocopy of the corresponding Statement(s) received from the individual(s) and/or entity(ies) performing such Maintenance Obligation. Within thirty (30) days of receipt of such Statement, full payment of the Reimbursement Amount shall be made, provided, however, that if the entity sending said Statement does so to collect monies to satisfy its own Reimbursement Obligation, then such entity may designate a reasonable period of time less than thirty (30) days so that it may timely meet its own Reimbursement Obligation. If the required payment is not timely made, the Holder of the Maintenance Obligation shall thereafter, and until it has received the full Reimbursement Amount, have and be entitled to pursue all rights and remedies available at law and/or equity and, if the entity obligated to pay such Reimbursement Amount is an Association, the Holder of the Maintenance Obligation shall also have the rights and remedies available to said Association under Article VI, Section 6 hereof; all of such rights and remedies shall be cumulative, and in no event shall the pursuit of any one or more constitute an election of any right(s) and/or remedy(ies).

B. The Declarant shall be entitled, at any time, in its sole election, to transfer any one or more of its rights and obligations (including any of its Maintenance Obligations and Reimbursement Obligations) under this Agreement to such individual(s) or entity(ies) as it elects, including, without limitation of the foregoing, any Association described in this Agreement and/or any individual(s) or entity(ies) that have acquired Declarant's interest in all or a portion of the Land; upon such transfer, Declarant shall be relieved of all further obligation and liability as to the right(s) and obligation(s) so transferred and the transferee of any Maintenance Obligation(s) and/or Reimbursement Obligation(s) shall be deemed a Successor Entity. Notwithstanding the foregoing, if Declarant elects to make a conveyance of (or record a Master Deed for) such portion of the Land that will cause Declarant thereafter to no longer own any portion of the Land, Declarant shall, on or before making such conveyance, either transfer all of Declarant's remaining Maintenance Obligations and Reimbursement Obligations hereunder to a Successor Entity or create a Multiple Family Association (incorporated as a Michigan non-profit corporation) and transfer to said Association, its successors and assigns, all of Declarant's remaining Maintenance Obligations and Reimbursement Obligations hereunder, in which event said Association shall be deemed a Successor Entity; following such transfer, Declarant shall have no further rights or obligations hereunder.

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ARTICLE II
STORM WATER CONTROL STRUCTURE,
OPEN SPACE AND PEDESTRIAN PATHWAYS

Section 1. On or about the date of recording the first final plat of a Subdivision covering all or a part of the Single Family Residential Area, the Single Family Association shall be incorporated as a Michigan non-profit corporation.

A. The SF Open Space shall all be conveyed to the Single Family Association, with the conveyances to occur as follows: Prior to each issuance of building permits for a portion of the Single Family Residential Area, Declarant shall convey to the Single Family Association a portion of the SF Open Space of Declarant's choice, said portion being equal to not less than that percentage of the SF Open Space equivalent to the percentage resulting from dividing the number of single family residential unit permits then applied for by the total number of Residential Units Proposed By Declarant for the Development (it being understood that the term "Residential Units Proposed By Declarant for the Development" shall mean: that number of Single Family, Multiple Family, and Cluster Residential Units, in the aggregate, as designated, from time to time, by Declarant in accordance with the "Range of Units" for Single Family, Multiple Family, and Cluster Residential Units as specified in the "Land Use Area" chart on the Plan, provided, however, that, upon completion of construction of the Single Family Residential Area, Multiple Family Area, and Cluster Area, the term "Residential Units Proposed By Declarant" shall mean that number of Single Family, Multiple Family, and Cluster Residential Units, in the aggregate, actually constructed within said Development).

B. Each Single Family Owner shall have the right in common with each other Single Family Owner to use and enjoy the Pedestrian Pathways located within the Single Family Residential Area and to use and enjoy the SF Open Space (including Original Improvements and Additional Improvements located therein) conveyed to the Single Family Association; each Single Family Owner shall have the right to use and enjoy the MF Open Space as specified in Article VIII, Section 1 A. Those rights shall be appurtenant to and shall pass with the title to every Lot or parcel of land within the Single Family Residential Area, subject to the provisions set forth below in Section 4 of this Article II.

C. The Holder of the Maintenance Obligation (as defined in Article I, Section 13) as to the SF Open Space (including Original Improvements therein but excluding Additional Improvements therein) shall be the Declarant unless and until there exists a Successor Entity to which Declarant has transferred such Maintenance Obligation, in which event the Holder shall be such Successor Entity. (The Maintenance Obligation as to the SF Open Space shall not include an obligation to obtain public liability and hazard insurance for the Additional Improvements therein). The Holders of the corresponding Reimbursement Obligations shall be as follows: The Single Family Association shall be the Holder of a Reimbursement Obligation requiring it to reimburse the Holder of the Maintenance Obligation in an amount equal to ten (10%)

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percent of the costs of satisfying said Maintenance Obligation; the Cluster Associations and Cluster Area Land Owner(s) shall collectively be the Holder of a Reimbursement Obligation requiring them to reimburse the Holder of the Maintenance Obligation in an amount equal to ten (10%) percent of the costs of satisfying said Maintenance Obligation (each such Cluster Association's and Cluster Area Land Owner's prorata share of said Ten (10%) Percent being calculated by dividing the number of Residential Units corresponding to said Cluster Association or Cluster Area Land Owner, as the case may be, by the number of Cluster Area Residential Units Proposed By Declarant, it being understood that the term "Cluster Area Residential Units Proposed By Declarant" shall mean: that number of Cluster Area Residential Units as designated, from time to time, by Declarant in accordance with the "Range of Units" for Cluster as specified in the "Land Use Area" chart on the Plan, provided, however, that, upon completion of construction of the Cluster Area, the term "Cluster Area Residential Units Proposed By Declarant" shall mean that number of Cluster Area Residential Units actually constructed within said Cluster Area); the Declarant (or Successor Entity if Declarant has transferred said Maintenance Obligation to it) shall be responsible for the balance (80%) of the costs of satisfying said Maintenance Obligation, provided, however, that each Multiple Family Association, each MF Area Land Owner, and each MF Condo Association shall be the Holder of a Reimbursement Obligation requiring it to reimburse the Holder of said Maintenance Obligation for its prorata share of said eighty (80%) percent, which prorata share shall be calculated by dividing the number of Residential Units pertaining to said Multiple Family Association, MF Area Land Owner, or MF Condo Association, as the case may be, by the number of Multiple Family Residential Units Proposed By Declarant (it being understood that the term "Multiple Family Residential Units Proposed By Declarant" shall mean: that number of Multiple Family Residential Units as designated, from time to time, by Declarant in accordance with the "Range of Units" for Multiple Family as specified in the "Land Use Area" chart on the Plan, provided, however, that, upon completion of construction of the Multiple Family Area, the term "Multiple Family Residential Units Proposed By Declarant" shall mean that number of Multiple Family Residential Units actually constructed within said Multiple Family Area). The Single Family Association shall be the Holder of the Maintenance Obligation corresponding to any Additional Improvements located within the SF Open Space, and shall also obtain for the SF Open Space (including Original and Additional Improvements therein) public liability insurance and hazard insurance. Additionally, the Single Family Association shall pay all real estate taxes pertaining to ownership of the SF Open Space (including Original and Additional Improvements therein).

D. The Holder of the Maintenance Obligation as to the Pedestrian Pathways located within the Single Family Residential Area (excepting those within the SF Open Space, which are controlled by Paragraph C above) shall be the Single Family Association, which shall own said Pedestrian Pathways and pay all real estate taxes associated with such ownership of said Pedestrian Pathways and also obtain public liability and hazard insurance for same.

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Section 2.

A. The Declarant initially has an interest in the Storm Water Control Structure, and also Pedestrian Pathways in the Multiple Family Area and also has an interest in, and, if it elects, may develop the Multiple Family Area and MF Open Space but shall be entitled, in its sole discretion: (i) to record, or authorize its grantee or designee to record, a Master Deed and take such other actions as are necessary or permitted to establish all or any portion of the Multiple Family Area as (or convert same to) condominiums, and, in conjunction therewith, to convey to the owners of such condominiums, as common elements, the segments of the Road(s) abutting such condominiums plus such portion(s) of the Pedestrian Pathways and/or MF Open Space (including Original Improvements and Additional Improvements located therein) as the Declarant elects, provided however that in no event shall such conveyed Roads, Pedestrian Pathways, and/or MF Open Space lose their character as such, and (ii) to convey any other portions of the Multiple Family Area to such person(s) or entity(ies) as Declarant elects, and, in conjunction therewith, to retain ownership of the Storm Water Control Structure and/or all or any part of the Pedestrian Pathways and/or MF Open Space (including Original Improvements and Additional Improvements located therein) and/or, if it so elects, to convey the Storm Water Control Structure and/or all or any part of said Pedestrian Pathways and/or MF Open Space to said person(s) or entity(ies) or to form a Multiple Family Association (incorporated as a Michigan non-profit corporation) and convey to said Association, its successors and assigns, the Storm Water Control Structure and/or all or any part of said Pedestrian Pathways and/or MF Open Space, provided, however, that if Declarant elects to make a conveyance of (or record a Master Deed for) such portion of the Multiple Family Area that will cause Declarant thereafter to own no portion of the Multiple Family Area, then, prior to such conveyance (or recording of Master Deed, as the case may be), if Declarant owns no portion of the Single Family Residential Area or Cluster Area, Declarant shall transfer the Storm Water Control Structure and all Pedestrian Pathways and MF Open Space (including Original Improvements and Additional Improvements located therein) owned by Declarant and not otherwise designated for conveyance or condominium use, as the case may be, to a Successor Entity or shall form a Multiple Family Association (incorporated as a Michigan non-profit corporation) and transfer same to it.

B. Each Multiple Family Owner and MF Condo Owner shall have the right in common with each other Multiple Family Owner and MF Condo Owner to use and enjoy the Pedestrian Pathways within the Multiple Family Area and to use and enjoy the MF Open Space (including Original Improvements located therein and, if a Multiple Family Owner, Additional Improvements located therein). Each Multiple Family Owner and MF Condo Owner shall also have the right to use and enjoy the SF Open Space as specified in Article VIII, Section 1 B. Those rights shall be appurtenant to and shall pass with the title to each parcel of land within the Multiple Family Area owned by a Multiple Family Owner or MF Condo Owner, subject to the provisions set forth below in Section 4 of this Article II.

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C. The Holder of the Maintenance Obligation as to the Storm Water Control Structure, the MF Open Space (including Original Improvements and Additional Improvements (herein), and the Pedestrian Pathways located within said MF Open Space and within the Multiple Family Area shall be Declarant unless and until there exists a Successor Entity to which Declarant has transferred such Maintenance Obligation, in which event the Holder of such Maintenance Obligation shall be said Successor Entity; the real estate taxes pertaining to the Storm Water Control Structure, MF Open Space and Pedestrian Pathways located within the MF Open Space and Multiple Family Area shall be paid by Declarant. Each Multiple Family Association and MF Area Land Owner that is not the Holder of the above-described Maintenance Obligation shall be the Holder of a Reimbursement Obligation requiring it to reimburse the Holder of the Maintenance Obligation for its prorata share of the costs of satisfying said Maintenance Obligation, which prorata share shall be calculated by dividing the number of Residential Units associated with such MF Area Land Owner or Multiple Family Association, as the case may be, by the number of Multiple Family Residential Units Proposed By Declarant; each MF Condo Association shall also be the Holder of a Reimbursement Obligation requiring it to reimburse the Holder of the Maintenance Obligation for its prorata share of the costs of satisfying said Maintenance Obligation, which prorata share shall be calculated by dividing the number of Residential Units associated with such MF Condo Association by the number of Multiple Family Residential Units Proposed By Declarant.

Section 3.

A. The Declarant initially has an interest in the Cluster Area, but shall be entitled, in its sole discretion: (i) to record one or more Master Deeds and take such other actions as are necessary or permitted to establish all or any portion of the Cluster Area as condominiums, and, in conjunction therewith, to convey to the owners of such condominiums, as common elements, the segments of the Road(s) abutting such condominiums, and (ii) to convey any portions of the Cluster Area to one or more Cluster Area Land Owners who may then take such actions as are specified in (i) above. Notwithstanding the foregoing, on or before each date of recording of a Master Deed pertaining to land in the Cluster Area, a condominium association constituting a Cluster Association hereunder shall be incorporated as a Michigan non-profit corporation having rights and responsibilities in regard to the land covered by such Master Deed.

B. No Cluster Association shall own any portion of the Open Space.

C. Each Cluster Owner shall have the right to use and enjoy the SF Open Space and MF Open Space as specified in Article VIII, Section 1 C. Those rights shall be appurtenant to and shall pass with the title to each Condominium Unit within the Cluster Area owned by a Cluster Owner, subject to the provisions set forth below in Section 4 of this Article II.

Section 4. The rights set forth in Section 1B, 2B and 3C above are subject to the following:

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A. The right of Declarant and each MF Area Land Owner, Successor Entity, Single Family Association, Multiple Family Association, and MF Condo Association to set rules and regulations (including limitations on the number of guests) for the use of its Open Space and any Original Improvements and Additional Improvements situated within such Open Space and to establish admission and other fees for the use of said Additional Improvements, provided that any such rules and regulations pertaining to such Open Space and the Original Improvements located therein shall be uniform for each Lot, Condominium Unit, and other Residential Unit in the Development, and further provided that any such rules and regulations and admission and other fees for the use of Additional Improvements in the MF Open Space shall be uniform for Multiple Family Owners, any such rules and regulations and admission and other fees for the use of Additional Improvements in any MF Open Space conveyed to an MF Condo Association shall be uniform for the members of said MF Condo Association, and any such rules and regulations and admission and other fees for the use of the Additional Improvements in the SF Open Space shall be uniform for Single Family Owners (the entity setting such rules and regulations and admission and other fees being entitled to restrict use of said Additional Improvements to such Owners or Members, as the case may be). Notwithstanding the foregoing, no rule or regulation of any Successor Entity, Association, or MF Area Land Owner shall be effective unless approved in writing by Declarant.

B. The right of each such Association to suspend the voting rights of any member of said Association and the right to the use of said Association's Open Space and any Original Improvements and Additional Improvements located therein by any Owner for any period during which any assessment against the Owner, Lot, Condominium Unit, Residential Unit or land remains unpaid, and for a period not to exceed sixty (60) days for any infraction of said Association's published rules and regulations.

C. The right of Declarant, and of each Cluster Area Land Owner, MF Area Land Owner, and each such Association, following consent by Declarant, which consent may be withheld in Declarant's sole discretion and without explanation, to dedicate or transfer the Storm Water Control Structure or all or any part of the Open Space, Roads, and/or Pedestrian Pathways owned by it to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by Declarant, said Cluster Area Land Owner, said MF Area Land Owner, or said Association, whichever is applicable. No such dedication or transfer by an Association shall be effective, however, unless agreed to in writing by three fourths (3/4) of the members of said Association and unless approved by the City; provided, however, that Declarant may make any such dedication or transfer on behalf of any one or more of the Associations without the agreement of any other members, but only if (i) the City approves, and (ii) in the event that the land to be conveyed is owned by a Single Family Association, only if Declarant owns some portion of the Single Family Residential Area for which a final plat of a subdivision has not been recorded or is the owner of ten (10%) percent or more of the Lots within any

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Subdivision; or, if the land to be conveyed is owned by a Cluster Association, only if Declarant owns some portion of the Cluster Area for which a final plat of a subdivision or a Master Deed has not been recorded or is the owner of ten (10%) percent or more of the Condominium Units described in a Master Deed for land within the Cluster Area; or, if the land to be conveyed is within the Multiple Family Area (including any portion thereof for which a Master Deed has been recorded), only if Declarant is the owner of a portion of the Multiple Family Area for which a final plat of a subdivision or a Master Deed has not been recorded or is the owner of ten (10%) percent or more of the Lots within any Subdivision or ten (10%) percent or more of the Condominium Units described in a Master Deed for land within the Multiple Family Area.

Section 5. Any Single Family Owner, Cluster Owner, MF Condo Owner or Multiple Family Owner may delegate his right of use and enjoyment of the Pedestrian Pathways and the Open Space (and any Original Improvements and Additional Improvements therein) to the members of his family, his guests, or tenants, provided such delegation is in accordance with the Bylaws of the applicable Association or, if no Association is applicable, the rules established by the Declarant.

Section 6. The Open Space may be used, as determined by Declarant, but if not owned by Declarant then by the MF Area Land Owner or Association owning (or if an MF Condo Association, then controlling) the Open Space, for paths, walks, recreation, hiking, nature study, picnicking, foot bridges, or other activities for the benefit of those entitled to use and enjoy the Open Space, provided, however, that any Pedestrian Pathways within the Open Space shall be maintained solely as pathways for walking, hiking and biking. Recreational facilities, including but not limited to club houses, swimming and wading pools, tennis courts, picnic shelters, grills, fireplaces, bike paths, playground equipment and similar items, may be constructed in the Open Space by Declarant or the Association or MF Area Land Owner owning (or if an MF Condo Association, then controlling) the Open Space, provided Declarant has consented thereto (which consent may be withheld in Declarant's sole discretion and without explanation) and further provided that said construction is in accordance with the ordinances of the City. All Single Family Owners, Cluster Owners, MF Condo Owners, and Multiple Family Owners shall have an equal right to use all portions of the Open Space and any Original Improvements therein regardless of who owns same, but subject to the provisions of Section 4 A of Article II; their right to use the Additional Improvements shall be limited, however, to that granted by the Declarant, or if not owned by Declarant, then by the Association or MF Area Land Owner owning (or, if an MF Condo Association, then controlling) same.

Section 7. Notwithstanding any other provisions of this Agreement, Declarant reserves the right to reserve, dedicate and/or grant easements of access to and for use of portions of the Development for the benefit of other portions thereof and Declarant further reserves the right to reserve, dedicate and/or grant easements within the Open Space, Pedestrian Pathways, Roads, and Golf Course for the Maintenance of said Open Space, Pedestrian Pathways, Roads, and Golf Course

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and for the construction, installation, repair, maintenance and replacement of streets, Gate(s), Entrance Monuments and Electronic Gates, the Catchhouse, Roads, the Storm Water Control Structure, walkways, driveways, bicycle paths, water mains, sewers, drains, retention basins, water walls, electric lines, telephone lines, gas mains, cable television and other telecommunication lines, and other public and private utilities including all equipment, facilities and appurtenances relating thereto. Declarant reserves the right to assign such easements to units of government or public utilities. The location and configuration of such easements shall be determined by Declarant. Declarant for itself and its assigns also reserves the right to maintain advertising and "for sale" and "for lease" signs in the Open Space and to maintain sales and rental offices for sales and rental within the Open Space or within any club house that may be constructed thereon without charge, subject, in each instance, to the ordinances of the City. When Declarant terminates the use of a sales or rental office within the Open Space or within any club house constructed thereon, it shall leave the office in a neat condition but shall not be required to remodel, remove improvements or install any new improvements thereon. Declarant (which term, for purposes of this provision, shall include each Cluster Area Land Owner and MF Area Land Owner) reserves the right to subject all or portions of the Open Space, Pedestrian Pathways, Roads, Gate(s), Entrance Monuments and Electronic Gates, Storm Water Control Structure, Catchhouse and/or Golf Course owned by it to a mortgage or mortgages of all or portions of the Land owned by it. Notwithstanding the foregoing, any mortgage or mortgages permitted under this paragraph shall be subject to this Agreement and to all rights herein provided, including without limitation of the foregoing, the rights of Owners and others in and to the Open Space, Pedestrian Pathways, Roads, Gate(s), Entrance Monuments and Electronic Gates, Storm Water Control Structure, Catchhouse and Golf Course, which rights shall in no event (including foreclosure) be impaired, diminished, or abrogated in any way.

The conveyance by Declarant to any Association, Cluster Area Land Owner or MF Area Land Owner of the Storm Water Control Structure and/or any portion(s) of the Open Space, Pedestrian Pathways, Roads, Gate(s), Entrance Monuments and Electronic Gates, or Catchhouse shall be subject to the following: the provisions of this Agreement; easements; restrictions; zoning ordinances and other municipal ordinances and restrictions; any matters shown on the plat of any Subdivision or Master Deed covering land in which said Open Space, Pedestrian Pathways, Roads, Gate(s), Entrance Monuments and Electronic Gates, Storm Water Control Structure, or Catchhouse, as the case may be, is/are located; the Copper Creek Development Storm Water Control Facility Maintenance Agreement executed by and between Declarant, the City, and the Seeley Drainage District; any matter which would be disclosed by an accurate survey or inspection of the land to be conveyed; the rights of the City and the public in any portion of the Open Space and/or Pedestrian Pathways dedicated or granted pursuant to any agreement between the Declarant and any unit or agency of government; the rights of the public in any portion of the land used for street, highway or other public purposes; and any of the reserved rights of the Declarant under this Agreement or the deeds conveying the Storm Water Control Structure, any portions

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of the Open Space, Roads, Gate(s), Entrance Monuments and Electronic Gates, Gatehouse or Pedestrian Pathways to any Association, Cluster Area Land Owner, or MF Area Land-Owner.

ARTICLE III
GOLF COURSE

Section 1. The owner of the Golf Course, its successors, or assigns ("Golf Course Owner") shall be responsible for the development and maintenance of the Golf Course and Club House, provided however that the Golf Course Owner shall have the right to rent or lease the Golf Course and Club House to a person or entity ("Tenant") for the purpose of constructing and/or operating the Golf Course and Club House and may require said Tenant to assume the above-described responsibility for construction and maintenance of the Golf Course and Club House, but said Golf Course Owner shall retain the right to determine whether the right to use the Golf Course and Club House shall be on a membership or non-membership basis. The Golf Course shall be used for the playing of the game of golf, and ... the Declarant's sole election, as additional Open Space and for other recreational uses.

Section 2. The Golf Course Owner or Tenant shall construct the Golf Course and the Club House, with such construction to be completed in accordance with a schedule established by Declarant, provided that said schedule contains requirements equal to or more stringent than those pertaining to construction of the Golf Course set forth in the Resolution of the City Council of the City adopted on September 28, 1987.

Section 3. Each Cluster Owner, MF Condo Owner, Multiple Family Owner, and Single Family Owner (which, for purposes of this Article, shall be collectively referred to hereinafter as "Residents" and shall include the individuals residing in the Residential Units) shall have the following rights in connection with the Golf Course and Club House:

A. Tenant shall employ a non-membership basis for use of the Golf Course and Club House, thereby permitting the Residents and the public to have the right to use the Golf Course and Club House, provided, however, that upon receiving the consent of the Golf Course Owner, Tenant may elect to employ a membership basis for use of the Golf Course and/or Club House. If the Tenant so elects to employ a membership basis for use of the Golf Course and/or Club House, members may include persons other than Residents, but Residents who are not members shall have the right to use the Golf Course upon paying the green fees and cart fees established by Tenant, provided such Residents comply with the rules and regulations established for the Golf Course.

B. If the right to use the Golf Course is on a non-membership basis, then the Residents shall be given priority in tee times over persons who are not Residents.

C. If the right to use the Golf Course and/or Club House is on a membership basis, then each Resident shall have an equal right to become a member of the entity entitled to use the Golf Course and/or Club House, and fees charged to them as

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members of such entity shall be no higher than fees charged to members who are not Residents.

B. The Club House shall be made available for use by the Residents for luncheons and parties, provided that Residents so using the Club House comply with the rules established by Tenant and pay such fees as are required by Tenant for such use.

E. Residents shall have no right to use the Golf Course in any manner that would interfere with use of the Golf Course for playing of the game of golf. The right of entry to and use of the Golf Course and Club House shall be subject to the rules promulgated by the Golf Course Owner and/or Tenant.

ARTICLE IV
ROADS

Section 1. Roads in any portion of the Single Family Residential Area in which there is a Subdivision shall be dedicated to the use of the public.

Section 2. In the Cluster Area and the Multiple Family Area, the Roads may, at Declarant's election, be either private or public, provided that all public Roads are built in accordance with City standards and specifications and approved in advance by the City.

A. The use of the Roads and the Holder of the Maintenance Obligation(s), and related Reimbursement Obligation(s) as to said Roads shall be as follows:

(1) The Roads designated as Cluster Roads (said Roads being so identified on Exhibit B) and any electronic gate located in or adjacent to the Cluster Area ("Gate(s)") (it being understood that no Gate(s) need be installed, but that Gate(s) may be installed by Declarant, in its sole election, or by a Cluster Association or Cluster Area Land Owner upon receiving consent from Declarant, which consent may be withheld in Declarant's sole discretion and without explanation) may, in Declarant's sole election, be restricted to use exclusively by the Declarant, any Cluster Area Land Owners, and Cluster Owners, their families, tenants, guests, and invitees, provided, however, that Single Family Owners, MF Area Land Owners, MF Condo Owners, and Multiple Family Owners and their families, tenants, guests and invitees shall be entitled to use said Cluster Roads as if they were Pedestrian Pathways under Article I, Section 24 of this Agreement but for no other purposes; the Holder of the Maintenance Obligation as to said Gate(s) and Cluster Roads (including obligation to pay real estate taxes pertaining to same) shall be Declarant, provided, however, that upon conveyance of any portion of the Cluster Area to a Cluster Area Land Owner, said Cluster Area Land Owner shall be the Holder of the Maintenance Obligation (including obligation to pay real estate taxes) as to the Gate(s) and the segments of the Cluster Roads located within the part of the Cluster Area conveyed to said Cluster Area Land Owner.

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and, upon creation of each Cluster Association, such Cluster Association shall be the Holder of the Maintenance Obligation as to the Gate(s) and the segments of the Cluster Roads located within the part of the Cluster Area covered by the Master Deed corresponding to such Cluster Association;

(ii) The Roads designated as Multi-Family Roads (said Roads being so identified on Exhibit B) and any existing or later installed entrance monuments and electronic gates on or abutting same ("Entrance Monuments and Electronic Gates", it being understood that there shall be no obligation to install same) shall be used exclusively by Declarant, any MF Area Land Owners, and the Multiple Family Owners and MF Condo Owners, and all of their families, tenants, guests, and invitees, provided, however, that Single Family Owners, Cluster Owners, and Cluster Area Land Owners and their families, tenants, guests, and invitees shall be entitled to use said Multi-Family Roads as if they were Pedestrian Pathways under Article I, Section 24 of this Agreement but for no other purposes; notwithstanding the foregoing, Declarant may, in its sole discretion, permit the Cluster Area Land Owners and Cluster Owners and their families, tenants, guests, and invitees to use, for vehicular purposes, all or portions of the Multi-Family Roads; the Holder of the Maintenance Obligation regarding said Roads and Entrance Monuments and Electronic Gates (including obligation to pay real estate taxes pertaining to same) shall be Declarant, provided however that if Declarant has transferred said Maintenance Obligation to a Successor Entity, then said Successor Entity shall be the Holder thereof. Any Multiple Family Association, MF Condo Association, and any MF Area Land Owner that is not the Holder of the above-described Maintenance Obligation shall be the Holder of a Reimbursement Obligation as to its prorata share of said Maintenance Obligation, which prorata share shall be calculated by dividing the number of Residential Units associated with such Multiple Family Association, MF Condo Association, or MF Area Land Owner, as the case may be, by the number of Multiple Family Residential Units Proposed By Declarant.

(iii) The Roads and any gatehouse designated as Joint Cluster/Multi-Family Roads and Gatehouse (said Roads and Gatehouse being identified on Exhibit B and it being understood that no Gatehouse need be installed but Declarant shall be entitled, in its sole election, to install a Gatehouse, which may be attended or not, in Declarant's sole election) shall be used exclusively by Declarant, any MF Area Land Owners, any Cluster Area Land Owners, and the Multiple Family Owners, MF Condo Owners, and Cluster Owners and their families, tenants, guests, and invitees, provided, however, that Single Family Owners and their families, tenants, guests and invitees shall be entitled to use said Joint Cluster/Multi-Family Roads as if they were

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Pedestrian Pathways under Article I, Section 24 of this Agreement but for no other purposes; the Holder of the Maintenance Obligation as to said Roads and Gatehouse (including obligation to pay real estate taxes pertaining to said Roads and Gatehouse) shall be the Declarant, provided however that if Declarant has transferred said Maintenance Obligation to a Successor Entity, said Successor Entity shall be the Holder of the above-specified Maintenance Obligation, and further provided that, upon the conveyance of any portion of the Cluster Area to any Cluster Area Land Owner and upon the incorporation of each Cluster Association, each such Cluster Area Land Owner and Cluster Association shall become the Holder of a Reimbursement Obligation in the amount of its prorata share of sixteen (16%) percent of the costs of satisfying said Maintenance Obligation, which prorata share shall be calculated by dividing the number of Residential Units pertaining to such Cluster Area Land Owner or Cluster Association, as the case may be, by the number of Cluster Area Residential Units Proposed By Declarant. Notwithstanding the foregoing, any Multiple Family Association, MF Condo Association, and MF Area Land Owner that is not the Holder of said Maintenance Obligation in regard to the Joint Cluster/Multi-Family Roads and Gatehouse shall be the Holder of a Reimbursement Obligation for its prorata share of the remaining eighty-four (84%) percent of the costs of satisfying said Maintenance Obligation, which prorata share shall be calculated by dividing the number of Residential Units pertaining to said Association or MF Area Land Owner, as the case may be, by the number of Multiple Family Residential Units Proposed By Declarant.

ARTICLE V
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATIONS

Section 1. Upon the creation of each Association, every owner of a Lot, Residential Unit or land shall be a member of the applicable Association, as provided in Article I. Membership in each Association shall be appurtenant to and may not be separated from ownership of any Lot, Residential Unit or vacant land.

Section 2. The voting rights in each Association shall be as follows: Each member of an Association shall be entitled to one vote for each Lot, Residential Unit, or parcel of land of which he is the owner as provided in Article I. When more than one person owns an interest in any Lot, Residential Unit, or parcel of land, all such persons shall be members, and the vote for such Lot, Residential Unit, or parcel of land shall be exercised as they among themselves determine and designate to their Association but, in no event shall more than one vote be cast with respect to any such Lot, Residential Unit, or parcel of land, except as provided in Article I and, in the absence of such determination and designation of whom is to exercise the vote, the elder of such persons shall be deemed the person so designated.

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ARTICLE VI
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Each Owner of any Lot or Residential Unit within the Land, by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in any such deed or any such conveyance, hereby covenants and agrees for itself, its heirs, personal representatives, successors and assigns:

A. To pay to the applicable Association annual assessments or charges for the purposes specified in Section 2 of this Article VI, which shall in the first year be not less than Fifty (\$50.00) Dollars per year nor more than One Hundred (\$100.00) Dollars per year per Lot or Residential Unit (but if a Cluster Association or MF Condo Association, such equivalent amount as is determined based upon the percentage of value set forth for the applicable Residential Unit in the applicable Master Deed) as determined by the Board of Directors of the applicable Association, which Board shall be entitled to increase the annual assessments yearly as necessary, without approval of the members.

B. To pay to the applicable Association additional assessments as determined by the Board of Directors of the applicable Association, for purposes of satisfying such Association's Maintenance Obligations and Reimbursement Obligations (including, without limitation of the foregoing, for all expenses incurred by the City pursuant to Article VII, Section 2) to the extent the annual assessment is not sufficient for satisfying same.

C. Each annual assessment, additional assessment, and special assessment, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the corresponding Lot or Residential Unit and shall be a continuing lien upon the property against which each such assessment is made until it is paid. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the Owner of such property at the time such assessment fell due.

D. The lien provided for herein shall be subordinate to the lien of any mortgage or mortgages on any Lot, Residential Unit or land upon which they are constructed. The sale of any property upon which there shall be a lien hereunder shall not affect the assessment lien. The sale or transfer of any property that is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure, shall, however, extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve any property from responsibility for any assessment thereafter becoming due, from the lien thereof or from assessments which include a share of previously assessed and uncollected assessments.

E. Annual, additional, and special assessments of the applicable Association shall be fixed at a uniform rate for all

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Lots and Residential Units of members of said Association (but, if a Cluster Association or MF Condo Association, they shall be based upon the percentage of value set forth for the applicable Residential Unit in the applicable Master Deed) and may be collected on a monthly basis or any other periodic basis established by the Board of Directors of said Association.

Section 2. The annual and additional assessments levied by each Association shall be used as required for the purpose of payment of the Association's Maintenance Obligations, Reimbursement Obligations, and any other obligations as to taxes and insurance on the Storm Water Control Structure, Open Space, Pedestrian Pathways, Roads, Gate(s), Entrance Monuments and Electronic Gates, and Gatehouse and for payment of any other obligations of the Association as to the related costs of labor, materials, maintenance, management and supervision; such assessments shall also be used for expenses incidental to the examination of plans and the enforcement of those provisions of any building restrictions within the jurisdiction of the Association, or for any other purpose within the purposes for which the Association is incorporated.

Section 3. In addition to the annual assessments and additional assessments pursuant to Section 1 hereof, each Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of construction of any Additional Improvement in the Open Space owned by it (or, if an MF Condo Association, owned as common elements by its members), provided that any such assessment shall have the approval of two thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting of said Association duly called for this purpose.

Section 4. Written notice of any meeting under Section 3 of this Article VI shall be sent to all members not less than fifteen (15) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all votes shall constitute a quorum. If the required quorum is not present, another meeting shall be called, subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Assessments shall commence as follows:

A. The annual assessments to be paid to the applicable Association for each Lot owned by Declarant shall commence upon the later to occur of: one (1) year from the date of the recording of the Subdivision Plat in which the Lot is located or one (1) year from the date of completion of the installation of all subdivision improvements, including watermain, sanitary sewer, storm sewer, and paving, as shown by City acceptance of such improvements; the annual assessments to be paid to the applicable Association for each Condominium Unit owned by Declarant shall commence upon the later to occur of: one (1) year from the date of the recording of the Master Deed in which the Condominium Unit is specified or issuance of Certificates of Occupancy for all Condominium Units which may be built as

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described in said Master Deed; the annual assessments to be paid to the applicable Association for each other Residential Unit owned by Declarant shall commence upon issuance of Certificates of Occupancy for all Residential Units shown on the applicable site plan approved by the City. The annual assessments for all other Lots or Residential Units shall commence on the first (1st) day of the calendar month following the conveyance of the Lot or Residential Unit to an Owner other than Declarant; the first annual assessment for Lots or Residential Units owned by Declarant and for each new Owner shall be adjusted according to the number of months remaining in the calendar year in which the assessment commences.

B. Additional assessments pursuant to Paragraph B of Section 1 of this Article VI against any Lot or Residential Unit shall not commence at a date earlier than the commencement date for annual assessments.

C. The Board of Directors of the applicable Association shall fix the amount of the annual assessment against each Lot and Residential Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto at his last address shown on the applicable Association's records. The applicable Association shall, upon demand and for a reasonable charge, furnish a certificate signed by the Treasurer of that Association setting forth whether the assessments on a specified Lot or Residential Unit have been paid. The Board of Directors of each Association may also, in its discretion, designate and retain a collecting agency for the applicable Association to whom assessment payments (and any Reimbursement Amount) shall be made, and each Association may also, in its discretion, provided it has received the consent of the Declarant (which may be withheld by Declarant in its sole discretion and without explanation), designate and retain a management agent to manage and carry out its responsibilities regarding the Storm Water Control Structure, Open Space, Pedestrian Pathways, and Roads, Gate(s), Entrance Monuments and Electronic Gates, and Gatehouse for which it is the Holder of the Maintenance Obligation.

Section 6. If assessments are not paid on the date when due, then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot, Residential Unit and the land for which payment has not been made, which shall bind such property in the hands of the then Owner, and Owner's heirs, devisees, personal representatives and assigns, subject, however, to the provisions of Article VI, Section 1D above.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate of seven (7%) percent per annum, or such higher rate of interest as may be lawful and set by the applicable Association, and the applicable Association, or its collecting agent as designated by its Board of Directors, may bring any action at law against the Owner personally obligated to pay same or may foreclose the lien in the same manner mortgages are foreclosed by court action, and there shall be

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added to the amount of such assessment the costs of preparing and filing the pleadings in such action and, in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, and a reasonable attorney fee to be fixed by the Court, together with the costs of the action. In addition, the applicable Association may deny to the Owner the use and enjoyment of any of the Open Space and Pedestrian Pathways and any facilities thereon until payment of the delinquent assessment, along with any interest, costs and other sums set forth above, which the applicable Association is entitled to receive. If the applicable Association denies to an Owner the use and enjoyment of the Open Space and Pedestrian Pathways as provided herein, such Owner shall not be entitled to use and enjoy any Open Space or Pedestrian Pathways in the Development until the delinquent assessment, interest, costs and other sums are paid to the applicable Association.

ARTICLE VII
MAINTENANCE DUTIES AND RIGHTS

Section 1. Each Holder of the Maintenance Obligations shall maintain the Storm Water Control Structure, Open Space, Pedestrian Pathways, Roads, Gate(s), Entrance Monuments and Electronic Gates, and/or Gatehouse for which it holds such Obligation to the extent it reasonably deems necessary.

A. If the Holder of a Maintenance Obligation is an Association, said Association shall act through its Board of Directors; the extent and frequency of the activity involved in carrying out the maintenance and management duties of each Association that is a Holder of a Maintenance Obligation shall be decided by such Association's Board of Directors, which Board may appoint committees to advise the Board on such matters.

B. Subject to Article II, Section 4 A, each Holder of a Maintenance Obligation may promulgate rules and regulations to aid in carrying out its maintenance and management duties and may amend such rules and regulations from time to time. Such rules and regulations shall apply equally to all persons who are entitled to use the area for which such Maintenance Obligation exists pursuant to this Agreement.

Section 2. In the event that any Holder of a Maintenance Obligation as to Open Space or the Storm Water Control Structure shall, at any time, fail to reasonably fulfill said Maintenance Obligation, the City may serve upon such Holder written notice setting forth the nature of such failure. The City's rights hereunder shall be limited so that they may be asserted only against such Holder of the Maintenance Obligation in relation to the Open Space for which such Obligation is held or the Storm Water Control Structure, whichever is applicable. The notice shall include a demand that the deficiencies of maintenance be cured within a reasonable time as stated in the notice and, further, shall set the date and place of a hearing thereon before the City Council or its designee, which shall be held within a reasonable time thereafter if the deficiencies are not cured. At the hearing, the City may modify the terms of the original notice as to the deficiencies and may give an extension of time within which cure may occur. If the deficiencies set forth in the original notice or in the modification shall not be

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cured within the reasonable time stated or any extension thereof, the City, in order to preserve the taxable value of the properties within the Land and within the City and to prevent the Open Space at issue or Storm Water Control Structure, whichever is applicable, from becoming a public nuisance, may enter and maintain such Open Space or Storm Water Control Structure for a reasonable period of time. Said maintenance by the City shall not constitute the taking of said Open Space or Storm Water Control Structure, whichever is applicable, nor vest in the public any right to use it. Before the expiration of the time period, the City shall, upon its own initiative or upon the request of the Holder concerned, call a public hearing with notice to both the Owner(s) of the Open Space or Storm Water Control Structure, whichever is applicable, in question and the Holder of the Maintenance Obligation as to said Open Space or Storm Water Control Structure, whichever is applicable, at which hearing said Owner(s) or said Holder shall show cause why the Maintenance by the City should not, at the election of the City, continue for a succeeding reasonable period of time. If the City shall determine upon reasonable cause that the Holder that failed to maintain the Open Space or Storm Water Control Structure, whichever is applicable, is not ready and able to maintain it in a reasonable condition, the City may, in its discretion, continue to maintain said Open Space or Storm Water Control Structure, whichever is applicable, during the succeeding year and, subject to a similar hearing and determination, in each year thereafter. The cost of such maintenance by the City of said Open Space or Storm Water Control Structure, whichever is applicable, shall be paid by the Holder of the Maintenance Obligation as to said Open Space or Storm Water Control Structure, whichever is applicable, and may be assessed against the Holder(s) of the corresponding Reimbursement Obligations and against the Holder of the Maintenance Obligation to the extent it has no Reimbursement Right, and such cost may include reasonable administrative expenses. The City shall be subrogated to the rights of said Holder(s) of the above described Maintenance and Reimbursement Obligations against those entity(ies) and/or individual(s) obligated to reimburse said Holder(s) to the extent of the cost of maintenance and reasonable administrative expenses, including any lien rights of said Holder(s) to the extent provided for in Article VI. The City may also spread any unpaid cost of such maintenance by the City plus reasonable administrative expenses upon the tax roll of the City as though it were a special assessment against Lots, Residential Units or land within the Development and owned by the individual(s) and entity(ies) who are the Holder(s) of the Reimbursement Obligation(s) (and the Holder of the Maintenance Obligation to the extent it has no Reimbursement Right) and who are required to pay assessments for purposes of satisfying said obligations; provided, however, the City shall not be required to hold a public hearing or follow any other preliminary steps and shall have all of the rights and remedies it has to collect such costs in the same manner it collects such special assessments, including a lien identical to a tax lien. The City may also sue the Holder(s) of the Maintenance Obligation and Reimbursement Obligation(s), if any, in order to collect the costs incurred by the City in maintaining the Open Space at issue or Storm Water Control Structure, whichever is applicable, and also to recover

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reasonable administration expenses, attorneys' fees and court costs.

ARTICLE VIII
USE AND RIGHTS IN OPEN SPACE AND PEDESTRIAN PATHWAYS

Section 1. Except as the right may be suspended under Article VI, Section 6 above or as provided below, each Owner shall have the following rights regarding the use and enjoyment of the Open Space and Pedestrian Pathways located within the Development:

A. Each Single Family Owner shall have the right to use and enjoy the SF Open Space and shall have an easement to use and enjoy the MF Open Space and the Pedestrian Pathways located within the Development;

B. Each Multiple Family Owner and MF Condo Owner shall have the right to use and enjoy the MF Open Space, and shall have an easement to use and enjoy the SF Open Space and the Pedestrian Pathways located within the Development;

C. Each Cluster Owner shall have an easement to use and enjoy the Open Space and the Pedestrian Pathways located within the Development.

Notwithstanding the foregoing, the above-described rights of use and enjoyment shall be subject to all of the provisions of this Agreement and, subject to Article II, Section 4 A, the rules and regulations promulgated from time to time by the Association or MF Area Land Owner owning the Open Space and/or Pedestrian Pathways (or by Declarant if owned by Declarant).

Section 2. The sole means by which each Owner shall be entitled to obtain access to the Open Space and Pedestrian Pathways located within the Development shall be as follows:

A. Each Single Family Owner shall be entitled to obtain access to the SF Open Space from the public road(s) abutting said SF Open Space and/or the Pedestrian Pathways intersecting said public roads and/or from such Owner's Lot if said Lot abuts the SF Open Space and/or from such walkways as may be designated on the recorded plat of a subdivision within the Single Family Residential Area for obtaining such access; after obtaining such access, each Single Family Owner shall be entitled to use said SF Open Space for purposes of obtaining access both to the Pedestrian Pathways located within and those abutting said SF Open Space and to any portions of the MF Open Space abutting said SF Open Space; after obtaining access to said Pedestrian Pathways and/or MF Open Space, each Single Family Owner shall be entitled to use such Pedestrian Pathways and MF Open Space to obtain access to any Roads, Pedestrian Pathways and/or Open Space abutting same, provided, however, that use of the Roads pursuant to this Paragraph shall be only in the manner permitted for Pedestrian Pathways, and further provided that the Pedestrian Pathways, Roads, and the Open Space shall not be used to obtain access to the Golf Course, Multiple Family Area, or the Cluster Area;

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B. Each Multiple Family Owner and each MF Condo Owner shall be entitled to obtain access to the MF Open Space from the public road(s) abutting said MF Open Space and/or from such walkways as may be designated by Declarant (or if an MF Area Land Owner or Multiple Family Association or MF Condo Association exists to which Declarant has transferred its rights and obligations, then by such MF Area Land Owner or Association) for obtaining such access and/or from such portions of the Roads and Pedestrian Pathways that abut said MF Open Space; after obtaining such access, each Multiple Family Owner and each MF Condo Owner shall be entitled to use said MF Open Space, Pedestrian Pathways, and Roads for purposes of obtaining access to such other portions of the Roads, Pedestrian Pathways, and MF Open Space abutting same and to any portions of the SF Open Space abutting said MF Open Space, provided, however, that use of the Roads pursuant to this Paragraph shall be only in the manner permitted for Pedestrian Pathways, and further provided that the Roads, Pedestrian Pathways, and Open Space shall not be used to obtain access to the Golf Course, Single Family Area, or Cluster Area;

C. Each Cluster Owner shall be entitled to obtain access to the Open Space from the public road(s) abutting said Open Space and/or from such walkways as may be designated by Declarant (or Cluster Area Land Owner, if applicable) for obtaining such access and/or from those portions of the Roads that abut the Pedestrian Pathways and/or Open Space; after obtaining such access, each such Cluster Owner shall be entitled to use said Open Space and Roads for purposes of obtaining access to such other Roads, Open Space, and Pedestrian Pathways that abut same, provided, however, that use of the Roads pursuant to this Paragraph shall be only in the manner permitted for Pedestrian Pathways and further provided that the Roads, Pedestrian Pathways and Open Space shall not be used to obtain access to the Single Family Area, Multiple Family Area, or Golf Course.

ARTICLE IX
GENERAL PROVISIONS

Section 1. Each Single Family Owner, Cluster Owner, MF Condo Owner, and Multiple Family Owner shall be deemed to have vested in any Association in which he is a member the right and power in the name of that Association, to take and prosecute all suits, either legal, equitable or otherwise which may, in the opinion of that Association, be necessary or advisable for the collection of any assessment assessed pursuant to this Agreement. Declarant and/or the Association, MF Area Land Owner or Cluster Area Land Owner owning the Storm Water Control Structure, Open Space, Roads, Gate(s), Entrance Monuments and Electronic Gates, Gatehouse, or Pedestrian Pathways shall have the right to enforce, by any proceeding in law or equity, all of the provisions, conditions, covenants, responsibilities, liens and charges, now or hereafter imposed by the provisions of this Agreement, relating to the Storm Water Control Structure, Open Space, Roads, Gate(s), Entrance Monuments and Electronic Gates, Gatehouse, and Pedestrian Pathways owned by it and any other matters related thereto for which the applicable Association, MF Area Land Owner, Cluster Area Land Owner, or Declarant, as the case may be, is responsible. Any settlement in connection

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therewith shall be binding upon all persons who may now or hereafter have any interest in the Land or any rights hereunder. Failure of Declarant or the applicable Association, MF Area Land Owner or Cluster Area Land Owner to enforce any condition, provision, covenant, responsibility, lien or charge contained herein shall, in no event, be deemed a waiver of the right to do so thereafter. No Single Family Owner, Cluster Owner, MF Condo Owner, or Multiple Family Owner, other than Declarant or its designees, shall have any of the rights granted to Declarant or any Association, MF Area Land Owner or Cluster Area Land Owner under the provisions of this paragraph.

Section 2. Invalidation of any of the provisions of this agreement or portions thereof by judgment or court order shall in no way affect the validity of any of the other provisions or portions thereof and the same shall remain in full force and effect.

Section 3. The words "it" and "he" wherever used in this instrument shall be used as synonymous with the words "he", "she", "it" and "its", and the word "his" synonymous with the words "hers", "its", and "theirs". The word "person" may refer to an individual, corporation, partnership or other legal entity.

Section 4. All proceeds of any insurance carried on any assets of the Associations, including Open Space, and all proceeds of any condemnation proceedings or sales in lieu of condemnation relating to the assets of the Associations, including the Open Space, shall be paid to the Association owning the assets and shall be the property of that Association and not of its members or any other persons or entities.

Section 5. Declarant may terminate this Agreement prior to any development within the Land by filing with the City and recording in the Oakland County Records an affidavit so stating. Declarant may, by express assignment, transfer to its successors or assigns, its powers under this paragraph.

Section 6. Declarant shall not be obligated to make any improvements to the Open Space, to provide recreational facilities, or to construct or install any buildings, structures, or other improvements on the Land except as may be reasonably required by the City in its final approval of any site plan or plat within the Land.

Section 7. The covenants and restrictions set forth in this Agreement shall run with the Land and shall be perpetual. This Agreement may be amended during the twenty (20) year period immediately following the date this Agreement is recorded by an instrument signed by Owners of not less than sixty (60%) percent of the Residential Units existing in the Development, and thereafter by an instrument signed by not less than seventy-five (75%) percent, subject, however, in each instance, to the approval of the City. Provided that the Declarant has an ownership interest in all or part of the Land, the Declarant, without the consent of any other owner or any other person or entity whatsoever (whether or not any such person or entity shall now or hereafter have any interest in any lot, Residential Unit, or other portion of the Land, including

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owners, mortgagees, and others) may amend this Agreement and Exhibits A, B, and B1 and/or B2, as may be necessary, or required to comply with the requirements of any Federal, State, county or local statute, ordinance, rule, regulation or formal requirement relating to the Land or any part thereof; to increase or decrease the amount of land described on Exhibit A; and to change any other provisions of this Agreement and Exhibit B and/or B1 or B2 that Declarant deems necessary, except that no amendment, either by the Owners or by the Declarant, shall relieve the Holder of the Maintenance Obligation of its obligations and responsibilities to maintain the Open Space, Roads, Storm Water Control Structure, Gate(s), Entrance Monuments and Electronic Gates, Gatehouse and Pedestrian Pathways for which it is responsible unless such Open Space or Roads, Storm Water Control Structure, Gate(s), Entrance Monuments and Electronic Gates, Gatehouse, and/or Pedestrian Pathways have been dedicated or transferred in accordance with Article II, Section 4C or the City has consented to such amendment. Any amendment to increase or decrease the amount of land described on Exhibit A or to modify Exhibit B shall be subject to the approval of the Farmington Hills City Council.

Section 8. Declarant and its respective successors and assigns hereby reserve easements over, under, above and across the Golf Course, Storm Water Control Structure, Open Space, Gate(s), Entrance Monuments and Electronic Gates, Gatehouse, Roads and Pedestrian Pathways for the construction, installation, repair, maintenance and replacement of structures, water mains, sewers, drains, retention basins, electric lines, telephone lines, gas mains and other public and private utilities, including all equipment, facilities, and appurtenances relating thereto, and for streets, roads, walkways, Gate(s), a Gatehouse, Entrance Monuments and Electronic Gates, the Storm Water Control Structure, and bicycle paths, including the right to construct, install, repair, maintain and replace them. The design and location of any Gate(s), Entrance Monuments and Electronic Gates, streets, roads, Gatehouse, walkways, bicycle paths and utilities shall be determined by Declarant.

Section 9. The persons executing this Agreement below as additional parties ("Additional Parties") have executed this Agreement solely for the purpose of making this Agreement applicable to the portion of the Land in which they have an interest, and they shall not be deemed to be personally liable in any way in connection with any of the provisions of this Agreement.

LIBER 10561-00271

PARTNERSHIP, a Michigan Limited Partnership, which is a General Partner of COPPERWOOD CREEK LIMITED PARTNERSHIP, a Michigan Limited Partnership, on behalf of Farmington Custom Builders Limited Partnership as general partner of Copperwood Creek Limited Partnership.

Joyce E. Kuhn
Notary Public Joyce E. Kuhn
Oakland County, Michigan
Commission Expires: April 17, 1989

CITY:
CITY OF FARMINGTON HILLS,
a Michigan Municipal
Corporation

Paul H. Bibeau
PAUL H. BIBEAU
Dawn M. Geda
Dawn M. Geda

BY: *William M. Costick*
WILLIAM M. COSTICK
Its: *City Manager*
BY: *Kathryn A. Dornan*
KATHRYN A. DORNAN
Its: *City Clerk*

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 22nd day of August, 1988, by WILLIAM M. COSTICK and KATHRYN A. DORNAN, the City Manager and City Clerk, respectively, of the City of Farmington Hills, a Michigan Municipal Corporation, on behalf of said City.

Paul H. Bibeau
Notary Public PAUL H. BIBEAU
Oakland County, Michigan
Commission Expires: 1/24/90

PAUL H. BIBEAU
Notary Public, Oakland County, Michigan
My Commission Expires January 24, 1991

105618272

ADDITIONAL PARTIES:

Joyce E. Kuhn
Joyce E. Kuhn
Carol Misner
Carol Misner

BILTMORE PROPERTIES CORPORATION,
a Michigan Corporation
BY: Norman J. Cohen
NORMAN J. COHEN
Its: President

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 31st day of March, 1988, by NORMAN J. COHEN, the President of BILTMORE PROPERTIES CORPORATION, a Michigan Corporation, on behalf of said Corporation.

Joyce E. Kuhn
Notary Public Joyce E. Kuhn
Oakland County, Michigan
Commission Expires: April 17, 1989

Joyce E. Kuhn
Joyce E. Kuhn
Patricia A. Behr
Patricia A. Behr

Edward Harry Palacky
EDWARD HARRY PALACKY, a married man

Joyce E. Kuhn
Joyce E. Kuhn
Patricia A. Behr
Patricia A. Behr

Margaret G. Palacky
MARGARET G. PALACKY, his wife

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 31st day of March, 1988, by EDWARD HARRY PALACKY and MARGARET G. PALACKY, his wife.

Joyce E. Kuhn
Notary Public Joyce E. Kuhn
Oakland County, Michigan
Commission Expires: April 17, 1989

Joyce E. Kuhn
Joyce E. Kuhn
Patricia A. Behr
Patricia A. Behr

Bessie Margaret Gaffney
BESSIE MARGARET GAFFNEY
(38042 W. Twelve Mile Road
Farmington Hills, Michigan 48024

tbl. 105617273

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this
31st day of March, 1988, by BESSIE MARGARET GAFFNEY.

Joyce E. Kuhn
Notary Public Joyce E. Kuhn
Oakland County, Michigan
Commission Expires: April 17, 1989

ALEX HUSZTI AND VERONICA HUSZTI,
his wife, LASZLO HUSZTI, a/k/a
LESLIE HUSZTI, A MARRIED MAN WHOSE
WIFE HAS WAIVED HER DOWER RIGHTS,
PURSUANT TO AN INSTRUMENT RECORDED
IN LIBER 8217, PAGE 207, OAKLAND
COUNTY RECORDS

Joyce E. Kuhn
Joyce E. Kuhn
Carol Misner
Carol Misner

BY: Ronald L. Hughes
RONALD L. HUGHES, Attorney-
in-Fact, pursuant to a Power
of Attorney recorded in Liber
9628, Page 795, Oakland
County Records
30100 Telegraph Road, Suite
316, Birmingham, Michigan
48010-2903

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this
31st day of March, 1988, by Ronald L. Hughes, as
Attorney-in-Fact on behalf of Alex Huszti, Veronica Huszti, and
Laszlo Huszti, a/k/a Leslie Huszti.

Joyce E. Kuhn
Notary Public Joyce E. Kuhn
Oakland County, Michigan
Commission Expires: April 17, 1989

105617274

Karen R. Bevis
 Karen R. Bevis
Norman O. Stockmeyer
 Norman O. Stockmeyer

Karen R. Bevis
 Karen R. Bevis
Norman O. Stockmeyer
 Norman O. Stockmeyer

T. Norris Hitchman
 T. NORRIS HITCHMAN, a married man
 and

Vivilore Hitchman
 VIVILORE HITCHMAN, his wife
 903 Crescent Lane
 Grosse Pointe Woods, Michigan 48236

STATE OF MICHIGAN)
) ss.
 COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this
 25th day of June, 1988, by T. NORRIS HITCHMAN and
 VIVILORE HITCHMAN, his wife.

Norman O. Stockmeyer
 Notary Public
 Wayne County, Michigan
 Commission Expires: 7-6-91

NORMAN O. STOCKMEYER
 NOTARY PUBLIC - WAYNE COUNTY, MICH.
 MY COMMISSION EXPIRES 7-6-91

Norman O. Stockmeyer
 Norman O. Stockmeyer
Golden Warfield
 Golden Warfield

Lillian R. Stockmeyer
 LILLIAN R. STOCKMEYER
 35112 Michigan Avenue
 Wayne, Michigan 48184

STATE OF MICHIGAN)
) ss.
 COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this
 25th day of June, 1988, by LILLIAN R. STOCKMEYER.

Golden Warfield
 Notary Public
 Wayne County, Michigan
 Commission Expires: 9/23/89

105610275

John H. Campbell
 JOHN H. CAMPBELL
Norman O. Stockmeyer Beatrice M. Campbell
 NORMAN O. STOCKMEYER BEATRICE H. CAMPBELL
 3555 Swan Lake Drive
 West Bloomfield, Michigan 48033

STATE OF MICHIGAN)
) ss.
 COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this
25th day of June, 1980, by BEATRICE H. CAMPBELL.

Norman O. Stockmeyer
 Notary Public
 Wayne County, Michigan
 Commission Expires: **NORMAN O. STOCKMEYER
 NOTARY PUBLIC - WAYNE COUNTY, MICH.
 MY COMMISSION EXPIRES 7-6-81**

Karen R. Bugis
 Karen R. Bugis
Norman O. Stockmeyer
 Norman O. Stockmeyer

T. Norris Hitchman
 ELSIE C. WENZEL, by T. NORRIS
 HITCHMAN, Attorney-in-Fact, pursuant
 to a Power of Attorney recorded in
 Liber 8779, Pages 722 to 724 inclusive,
 Oakland County Records
 28671 Red Leaf Lane, Southfield,
 Michigan 48076

STATE OF MICHIGAN)
) ss.
 COUNTY OF Wayne)

The foregoing instrument was acknowledged before me this
25th day of June, 1980, by T. NORRIS HITCHMAN, as
 Attorney-in-Fact on behalf of ELSIE C. WENZEL.

Norman O. Stockmeyer
 Notary Public
 Wayne County, Michigan
 Commission Expires: **NORMAN O. STOCKMEYER
 NOTARY PUBLIC - WAYNE COUNTY, MICH.
 MY COMMISSION EXPIRES 7-6-81**

10561776

Karen R. Bugis
Karen R. Bugis
Norman O. Stockmeyer
Norman O. Stockmeyer

T. Norris Hitchman
STELLA ROGERS, by T. NORRIS
HITCHMAN, Attorney-in-Fact,
pursuant to a Power of Attorney
recorded in Liber 8779, Pages 722 to 724
inclusive, Oakland County Records
16567 Park Lane, Livonia, Michigan
48154

STATE OF MICHIGAN)
) ss.
COUNTY OF Wayne)

The foregoing instrument was acknowledged before me this
25 day of June, 1988, by T. NORRIS HITCHMAN, as
Attorney-in-Fact on behalf of STELLA ROGERS.

Norman O. Stockmeyer
Notary Public
Wayne County, Michigan
Commission Expires:

NORMAN O. STOCKMEYER
NOTARY PUBLIC - WAYNE COUNTY, MICH.
MY COMMISSION EXPIRES 7-6-91

Karen R. Bugis
Karen R. Bugis
Norman O. Stockmeyer
Norman O. Stockmeyer

T. Norris Hitchman
BRUCE T. ROGERS, by T. NORRIS
HITCHMAN, Attorney-in-Fact, pursuant
to a Power of Attorney recorded in
Liber 8779, Pages 722 to 724 inclusive,
Oakland County Records

Karen R. Bugis
Karen R. Bugis
Norman O. Stockmeyer
Norman O. Stockmeyer

T. Norris Hitchman
BARBARA K. ROGERS, his wife, by T.
NORRIS HITCHMAN, Attorney-in-Fact,
pursuant to a Power of Attorney
recorded in Liber 8779, Pages 722 to 724,
inclusive, Oakland County Records
16567 Park Lane, Livonia, Michigan
48154

1651277

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 25th day of June, 1988, by T. NORRIS HITCHMAN, as Attorney-in-Fact on behalf of BRUCE T. ROGERS.

Norman O. Stockmeyer
Notary Public
Wayne County, Michigan
Commission Expires:

NORMAN O. STOCKMEYER
NOTARY PUBLIC-WAYNE COUNTY, MICH.
MY COMMISSION EXPIRES 7-6-91

STATE OF MICHIGAN)
)ss.
COUNTY OF Wayne)

The foregoing instrument was acknowledged before me this 25th day of June, 1988, by T. NORRIS HITCHMAN, as Attorney-in-Fact on behalf of BARBARA K. ROGERS.

Norman O. Stockmeyer
Notary Public
Wayne County, Michigan
Commission Expires:

Karen R. Rubin
Karen R. Rubin
Norman O. Stockmeyer
Norman O. Stockmeyer

T. Norris Hitchman
HARRIETT ROGERS, by T. NORRIS HITCHMAN, Attorney-in-Fact, pursuant to a Power of Attorney recorded in Liber 8779, Pages 722 to 724 inclusive, Oakland County Records 16567 Park Lane, Livonia, Michigan 48154

STATE OF MICHIGAN)
)ss.
COUNTY OF Wayne)

The foregoing instrument was acknowledged before me this 25th day of June, 1988, by T. NORRIS HITCHMAN, as Attorney-in-Fact on behalf of HARRIETT ROGERS.

Norman O. Stockmeyer
Notary Public
Wayne County, Michigan
Commission Expires:

NORMAN O. STOCKMEYER
NOTARY PUBLIC-WAYNE COUNTY, MICH.
MY COMMISSION EXPIRES 7-6-91

10561-278

BILTHORE-FARMINGTON HILLS LIMITED PARTNERSHIP, a Michigan Limited Partnership,

Joyce E. Kuhn

Joyce E. Kuhn
Patricia A. Behr

Patricia A. Behr

BY: BILTHORE/FARMINGTON, INC.,
a Michigan Corporation,
General Partner

BY: *Norman J. Cohen*

Norman J. Cohen
Its: President

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 31st day of March, 1988, by NORMAN J. COHEN, the President of BILTHORE/FARMINGTON, INC., a Michigan Corporation, which is the General Partner of BILTHORE-FARMINGTON HILLS LIMITED PARTNERSHIP, a Michigan Limited Partnership, on behalf of said Corporation as General Partner of said Limited Partnership.

Joyce E. Kuhn

Notary Public Joyce E. Kuhn
 Oakland County, Michigan
Commission Expires: April 17, 1989

105619281

NATIONAL BANK OF DETROIT, TRUSTEE
UNDER TRUST AGREEMENT WITH GEORGE
W. WOLFE DATED 3-31-71 AND NOT
OTHERWISE

Candace J. Morrison
CANDACE J. MORRISON

BY: *G.A. Fanning* *mc*
G.A. FANNING, Vice President
(611 Woodward Avenue, Detroit,
Michigan 48226)

STATE OF MICHIGAN)
 WAYNE)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this
10th day of MAY, 1986, by G.A. FANNING, the Vice
President of NATIONAL BANK OF DETROIT, which is the Trustee
under a Trust Agreement with George W. Wolfe Dated 3-31-71, on
behalf of said NATIONAL BANK OF DETROIT as Trustee under said
Trust Agreement and not otherwise.

Candace J. Morrison
Notary Public, MACOMB CO. ACTING IN
WAYNE County, Michigan
Commission Expires: MARCH 16, 1992

CANDACE J. MORRISON
Notary Public, Macomb County, MI
My Commission Expires Mar. 16, 1992

105611282

DRAFTED BY AND WHEN RECORDED RETURN TO:

Cheryl K. Scott, Esq.
Cinn, Krewer, Jacobson and Burnstein, P.C.
32400 Telegraph Road, Suite 102
Birmingham, MI 48010

COHENPRD(lr)

LEGAL DESCRIPTION

10561283

A PART OF SECTION 7, T-1-N., R-9-E., CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 7; THENCE N. 89° 43' 57" E., 503.74 FEET ALONG THE NORTH LINE OF SECTION 7 AND FOLLOWING THIRTEEN MILE ROAD; THENCE S. 00° 15' 03" E., 707.38 FEET; THENCE N. 89° 12' 57" E., 2,145.32 FEET TO A POINT ON THE EAST LINE OF SECTION 7, SAID POINT BEING IN HALSTEAD ROAD; THENCE S. 00° 00' 58" E., 1,968.72 FEET ALONG THE EAST LINE OF SECTION 7 AND FOLLOWING HALSTEAD ROAD TO THE EAST 1/4 CORNER OF SECTION 7; THENCE S. 89° 51' 07" W., 1,330.71 FEET ALONG THE EAST-WEST 1/4 LINE OF SECTION 7; THENCE S. 00° 00' 15" W., 1,320.17 FEET; THENCE S. 00° 27' 49" E., 118.72 FEET; THENCE S. 89° 42' 47" W., 257.00 FEET; THENCE S. 00° 27' 49" E., 420.00 FEET TO A POINT ON THE SOUTH LINE OF SECTION 7, SAID POINT BEING IN TWELVE MILE ROAD, THE FOLLOWING TWO COURSES BEING ALONG THE SOUTH LINE OF SECTION 7 AND FOLLOWING TWELVE MILE ROAD: (1) S. 89° 42' 47" W., 1,074.91 FEET TO THE SOUTH 1/4 CORNER OF SECTION 7, AND (2) S. 89° 16' 32" W., 1,458.75 FEET; THENCE N. 00° 02' 20" E., 1,347.44 FEET TO A POINT ON THE SOUTH LINE OF "FARMINGTON BROOK SUBDIVISION", AS RECORDED IN LIBER 170, PAGES 17 THROUGH 20 OF PLATS, OAKLAND COUNTY RECORDS, THE FOLLOWING FIVE COURSES BEING ALONG THE SOUTH AND EASTERLY LINE OF SAID SUBDIVISION: (1) N. 89° 30' 56" E., 645.92 FEET; AND (2) N. 89° 26' 56" E., 742.21 FEET; AND (3) N. 43° 47' 38" W., 66.74 FEET; AND (4) N. 05° 13' 28" W., 974.62 FEET; AND (5) N. 07° 51' 44" E., 297.96 FEET TO A POINT ON THE NORTH LINE OF SAID SUBDIVISION, SAID POINT ALSO BEING ON THE EAST-WEST 1/4 LINE; THENCE S. 89° 53' 48" W., 168.35 FEET ALONG SAID NORTH SUBDIVISION LINE AND FOLLOWING THE EAST-WEST 1/4 LINE; THENCE N. 00° 04' 03" W., 1,664.98 FEET; THENCE S. 89° 34' 34" W., 745.66 FEET; THENCE N. 00° 06' 56" E., 990.16 FEET TO THE POINT ON THE NORTH LINE OF SECTION 7, SAID POINT BEING IN THIRTEEN MILE ROAD; THENCE N. 89° 34' 04" E., 388.50 FEET ALONG THE NORTH LINE OF SECTION 7 AND FOLLOWING THIRTEEN MILE ROAD; THENCE S. 00° 25' 56" E., 312.00 FEET; THENCE N. 89° 34' 04" E., 208.00 FEET; THENCE N. 00° 25' 56" W., 312.00 FEET TO A POINT ON THE NORTH LINE OF SECTION 7, SAID POINT BEING IN THIRTEEN MILE ROAD; THENCE N. 89° 34' 04" E., 480.67 FEET ALONG THE NORTH LINE OF SECTION 7 AND FOLLOWING THIRTEEN MILE ROAD TO THE POINT OF BEGINNING AND CONTAINING 291.231 ACRES.

23-07-126-002 - NW 1/4, Sec 7
 200-004 - NE 1/4, Sec 7
 200-005 }
 200-006 } NW and NE 1/4, Sec 7
 200-007 }

(23-07-300-007
 300-008
 300-009)

23-07-400-016 - SE 1/4, Sec 7
 23-07-376-026 - SW 1/4, Sec 7
 23-07-327-026 - SW 1/4, Sec 7

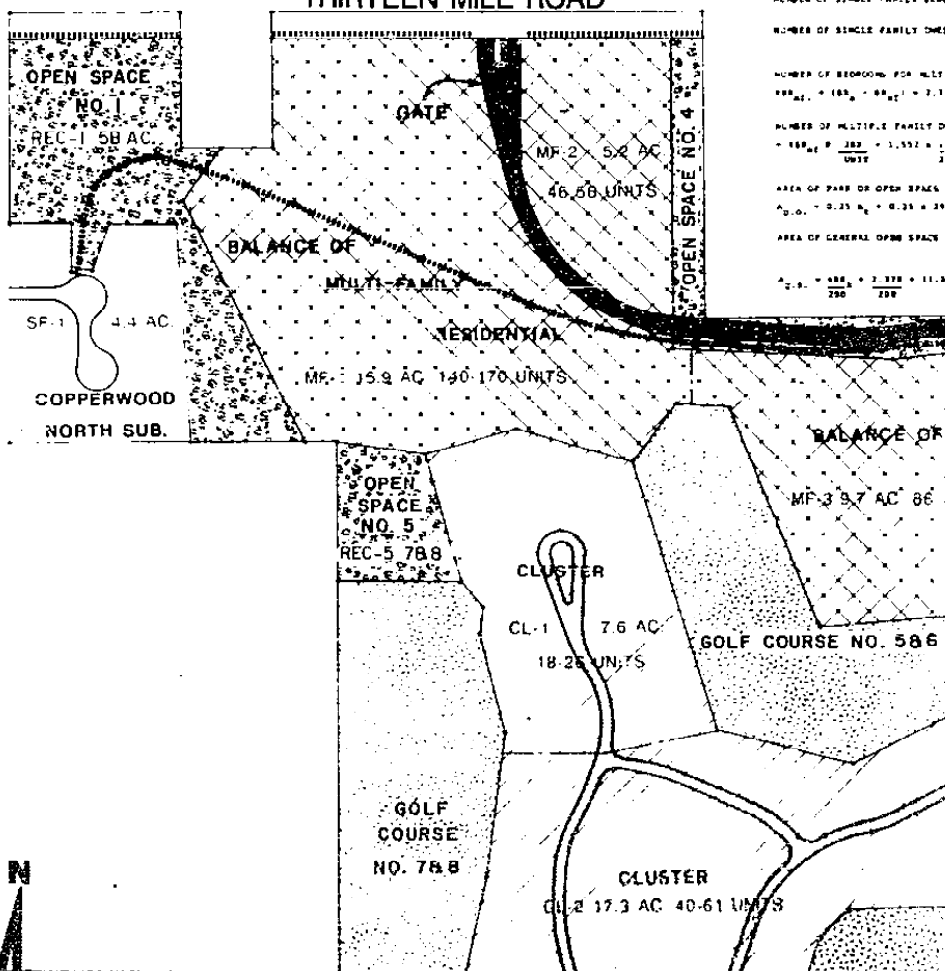
EXHIBIT A

99019

Ent 23-07-376-000 - Copperwood Sub.

LINER 10561 PG 284

THIRTEEN MILE ROAD



N

284

D

5.2 AC
UNITS
OPEN SPACE NO. 4

10561/285

TOTAL AREA = 391 ACRES

NUMBER OF ALLOWED BEDROOMS
 $137 \frac{1}{2} \times 2 = 275$
 AC

NUMBER OF SINGLE FAMILY BEDROOMS
 $2,322 \div 776 = 2.99$

NUMBER OF SINGLE FAMILY DWELLINGS
 $776 \div 1 = 776$ UNITS

NUMBER OF BEDROOMS FOR MULTIPLE-FAMILY UNITS
 $137 \frac{1}{2} \times 2 = 275$

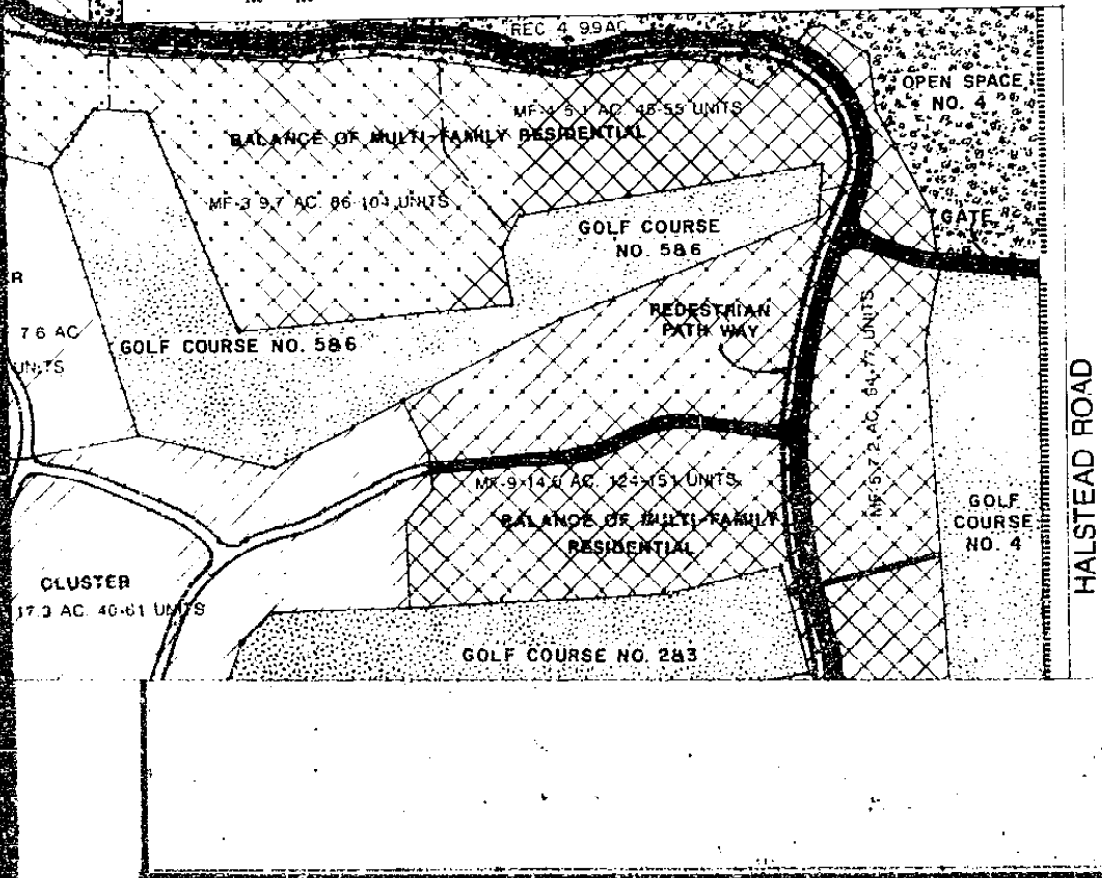
NUMBER OF MULTIPLE FAMILY DWELLINGS
 $137 \frac{1}{2} \times 2 = 275$ UNITS

AREA OF PARK OR OPEN SPACE = 0.25 OF TOTAL AREA
 $0.25 \times 391 = 97.75$ ACRES

AREA OF GENERAL OPEN SPACE = NUMBER OF ALLOWED BEDROOMS
 $275 \div 2 = 137.5$ ACRES

A.C. = $137.5 \times 2 = 275$ ACRES

DESCRIPTION	ACRES	NO. OF UNITS
SINGLE FAMILY RESIDENTIAL	275.00	776
CLUSTER	17.30	40-61
DOUBLE FAMILY	5.90	100-100
GOLF COURSE	10.00	0
RECREATION	1.00	0
OPEN SPACE	97.75	0
TOTAL AREA	391.00	776



LIBER 105611/286



GOLF COURSE NO. 283

CLUSTER

CL-3 8.0 AC 19.28 UNITS

OPEN SPACE NO. 2C

CLUSTER

CL-4 10.1 AC 24.35 UNITS

GOLF COURSE NO. 1

COPPERWOOD SUB. SF 2 324 AC

SUB.

PEDE. PATH

GOLF COURSE NO. 9 63.0 ACRES

CL-5 10.0 AC 24.35 UNITS

CLUSTER

SINGLE FAMILY RESIDENTIAL

OPEN SPACE NO. 2A

REC-2A 15 AC

PEDESTRIAN PATHWAY

REC-2B 10.2 AC

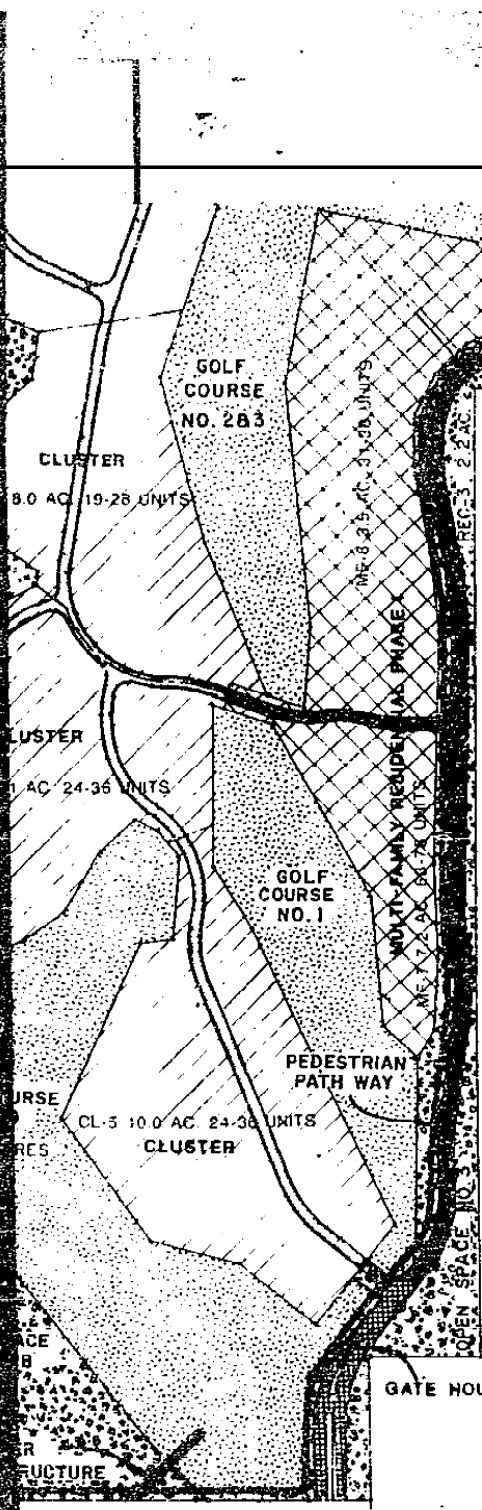
OPEN SPACE NO. 2B

STORM WATER CONTROL STRUCTURE

TWELVE MILE ROAD

The pedestrian pathway as shown on the map generally parallel to Twelve Mile Road will be as shown herein, but will be located either road right-of-way or in an easement dedicated by the property owner.





ELDER 10561/287
 MULTI-FAMILY RESIDENTIAL PHASE I
 101 UNITS
 OPEN SPACE NO. 3

LEGEND—LAND USE

- SINGLE FAMILY RESIDENTIAL
- MULTI-FAMILY RESIDENTIAL
- CLUSTER RESIDENTIAL
- RECREATION (OPEN SPACE)
- GOLF COURSE (9 HOLE)
- CLUSTER ROAD
- MULTI-FAMILY ROAD
- JOINT CLUSTER/MULTI-FAMILY ROAD

This is a conceptual plan and all city code requirements and policies shall be complied with prior to the issuance of any permits. More detailed plans of the different phases of development as approved by the City are available for inspection at the Farmington Hills City Clerk's office during regular business hours.

**COPPER CREEK COMPLEX
 P R D MAP**

SCALE 1"=200

SHEET 1 OF 1 GWE JOB NO. 11785

EXHIBIT B

The pedestrian pathway as shown on the plan which is generally parallel to private drive roads will not be located as shown herein, but will be located either in the public road right-of-way or in an easement dedicated to the public by the property owner.

Giffels-Webster Engineers Inc.
 ENGINEERS — SURVEYORS — PLANNERS
 2371 BOND STREET ALBURN HILLS MICHIGAN 48007
 (313) 852-3100

DATE 7-13-87
 DRAWN LM
 DESIGN GBS
 SECTION 7

PRECEDENCE

PREC. DATE.

USA 105611288

OVER A PART OF THE "OPEN SPACE 2-A" (COPPERWOOD SUBDIVISION) PARCEL, SAID PARCEL BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 7, T-1-N., R-1-E., CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 7; THENCE N. 00° 00' 25" W., 90.01 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 7 TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF TWELVE MILE ROAD, 180 FEET WIDE; THENCE ALONG SAID LINE, S. 89° 16' 32" W., 958.76 FEET TO POINT "A"; THENCE CONTINUING S. 89° 16' 32" W., 14.93 FEET; THENCE N. 28° 02' 31" W., 265.46 FEET; THENCE N. 12° 12' 28" W., 102.33 FEET; THENCE N. 89° 57' 40" W., 148.29 FEET; THENCE N. 00° 02' 20" E., 30.00 FEET; THENCE S. 89° 57' 40" E., 141.78 FEET; THENCE N. 12° 12' 28" W., 31.97 FEET; THENCE N. 00° 02' 20" E., 368.75 FEET; THENCE N. 12° 52' 36" E., 101.45 FEET; THENCE N. 55° 00' 00" E., 37.07 FEET; THENCE N. 89° 30' 56" E., 155.00 FEET; THENCE N. 10° 00' 00" E., 182.96 FEET; THENCE N. 89° 26' 56" E., 149.99 FEET; THENCE S. 22° 00' 00" E., 117.00 FEET; THENCE S. 10° 00' 00" W., 104.00 FEET; THENCE S. 07° 00' 00" E., 203.00 FEET; THENCE S. 07° 21' 53" W., 121.50 FEET; THENCE S. 16° 23' 32" E., 198.10 FEET; THENCE S. 67° 00' 00" E., 150.69 FEET; THENCE N. 68° 00' 00" E., 277.85 FEET; THENCE N. 40° 23' 31" W., 194.44 FEET; THENCE 70.18 FEET ALONG A CURVE TO THE LEFT 40.81 FEET, SAID CURVE HAVING A RADIUS OF 60.00 FEET, CENTRAL ANGLE OF 38° 57' 54" AND A LONG CHORD BEARING OF N. 01° 54' 30" W., 40.02 FEET; THENCE EAST 90.00 FEET; THENCE S. 40° 23' 31" E., 226.22 FEET TO A POINT ON THE SOUTHWEST PORTION OF THE NORTH LINE OF SAID PROPOSED "COPPERWOOD SUBDIVISION" THENCE ALONG SAID NORTH LINE S. 88° 00' 00" E., 217.12 FEET TO A POINT ON SAID NORTH-SOUTH 1/4 LINE OF SECTION 7; THENCE ALONG SAID LINE AND FOLLOWING THE EAST LINE OF SAID SUBDIVISION, S. 00° 00' 25" E., 355.51 FEET TO POINT "B"; THENCE CONTINUING S. 00° 00' 25" E., 30.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 652,914.80 SQUARE FEET OR 14.99 ACRES.

THE 12 FOOT WIDE BIKE PATH HAVING A CENTERLINE DESCRIPTION BEGINNING AT THE ABOVE MENTIONED POINT "A"; THENCE N. 70° 42' 30" E., 59.43 FEET; THENCE S. 74° 00' 00" E., 56.00 FEET; THENCE N. 78° 30' 00" E., 59.00 FEET; THENCE N. 70° 30' 00" E., 54.00 FEET; THENCE N. 83° 30' 00" E., 37.00 FEET; THENCE S. 87° 30' 00" E., 50.00 FEET; THENCE S. 78° 00' 00" E., 104.00 FEET; THENCE S. 84° 30' 00" E., 69.00 FEET; THENCE N. 86° 00' 00" E., 78.00 FEET; THENCE N. 64° 00' 00" E., 80.00 FEET; THENCE N. 64° 00' 00" E., 20.00 FEET; THENCE N. 89° 00' 00" E., 51.00 FEET; THENCE S. 62° 00' 00" E., 95.00 FEET; THENCE N. 89° 30' 00" E., 126.00 FEET; THENCE N. 63° 00' 00" E., 61.00 FEET TO THE ABOVE MENTIONED POINT "B" AND THE POINT OF ENDING.

105616289

DESCRIPTION

BIKE PATH

OVER A PART OF THE "OPEN SPACE 2-B" PARCEL, SAID PARCEL BEING A PART OF THE SOUTH 1/2 OF SECTION 7, T-1-N., R-9-E., CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 7; THENCE THE FOLLOWING SEVEN COURSES ALONG THE WEST LINE OF PROPOSED "COPPERHOOD SOUTH SUBDIVISION": (1) N. 00° 00' 25" W., 120.00 FEET TO POINT "B"; THENCE CONTINUING N. 00° 00' 25" W., 355.51 FEET ALONG THE NORTH-SOUTH 1/4 LINE, AND (2) N. 88° 00' 00" W., 217.12 FEET, AND (3) N. 02° 00' 00" E., 175.00 FEET, AND (4) N. 23° 00' 00" W., 85.00 FEET, AND (5) N. 00° 00' 00" E., 220.00 FEET, AND (6) N. 20° 02' 55" E., 121.43 FEET, AND (7) N. 00° 33' 04" W., 270.00 FEET TO A POINT ON THE SOUTH LINE OF "FARMINGTON BROOK SUBDIVISION", AS RECORDED IN LIBER 170, PAGES 17 THROUGH 20 OF PLATS, OAKLAND COUNTY RECORDS; THENCE N. 89° 26' 56" E., 34.16 FEET; THENCE S. 26° 30' 00" E., 191.80 FEET; THENCE S. 26° 30' 00" E., 361.00 FEET; THENCE S. 38° 30' 00" E., 774.00 FEET; THENCE S. 44° 00' 00" E., 176.27 FEET TO POINT "C"; THENCE CONTINUING S. 44° 00' 00" E., 27.61 FEET; THENCE S. 00° 17' 13" E., 90.00 FEET TO A POINT ON THE SOUTH LINE OF SECTION 7, SAID POINT BEING IN TWELVE MILE ROAD; THENCE S. 89° 42' 47" W., 699.61 FEET ALONG THE SOUTH LINE OF SECTION 7 AND FOLLOWING TWELVE MILE ROAD TO THE POINT OF BEGINNING AND CONTAINING 514,886 SQUARE FEET OR 11.82 ACRES.

THE 12 FOOT WIDE BIKE PATH HAVING A CENTERLINE DESCRIPTION BEGINNING AT THE ABOVE MENTIONED POINT "B"; THENCE N. 56° 34' 13" E., 113.94 FEET; THENCE N. 88° 00' 00" E., 100.00 FEET; THENCE S. 69° 00' 00" E., 259.10 FEET TO THE POINT OF ENDING, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF 12 MILE ROAD; THENCE N. 89° 42' 47" E., 137.64 FEET ALONG SAID LINE TO THE POINT OF BEGINNING OF SAID BIKE PATH EASEMENT; THENCE N. 63° 35' 42" E., 27.58 FEET; THENCE N. 89° 42' 47" E., 58.00 FEET; THENCE N. 68° 00' 00" E., 21.12 FEET TO THE ABOVE MENTIONED POINT "C" AND THE POINT OF ENDING.