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**AMENDMENT TO COPPER CREEK  
AGREEMENT FOR PLANNED RESIDENTIAL DEVELOPMENT**

THIS AMENDMENT TO COPPER CREEK AGREEMENT FOR PLANNED RESIDENTIAL DEVELOPMENT ("Amended Agreement") is made this 6th day of December, 1989, by and between THE CITY OF FARMINGTON HILLS ("City"), a Michigan municipal corporation, whose address is 31555 Eleven Mile Road, Farmington Hills, Michigan 48018, and COPPERWOOD CREEK LIMITED PARTNERSHIP ("Declarant," which term shall include any successor of Declarant to whom Declarant specifically transfers any of Declarant's rights and/or obligations hereunder), a Michigan limited partnership, whose address is 2025 West Long Lake Road, Suite 104, Troy, Michigan 48098.

**DEFINITIONS**

Listed below are the capitalized terms used herein and the location herein of the definition for each such term:

Additional Assessments - Article VI, Section 1, Paragraph B  
Additional Improvements - Article II, Section 1, Paragraph B  
Agreement - Introduction, First Paragraph  
Amended Agreement - Preamble  
Annual Assessments - Article VI, Section 1, Paragraph A  
Article V - Introduction, First Paragraph  
Assessment - Article VI, Section 1, Paragraph D  
Association Members - Article I, Paragraph B  
Board - Article I, Paragraph D  
City - Preamble  
City Council - Introduction, First Paragraph  
CL-2 Area - Introduction, Subparagraph (b)  
CL-4 Area - Introduction, Subparagraph (b)  
CL-5 Area - Introduction, Subparagraph (b)  
Club House - Introduction, Subparagraph (d)  
Cluster Area - Introduction, Subparagraph (b)  
Cluster Owners - Article IV, Section 2, Paragraph A(i)  
Cluster Roads - Introduction, Subparagraph (h)  
Cluster Units - Introduction, Subparagraph (b)  
Community Association - Article I, Paragraph A  
Condo Act - Introduction, Subparagraph (b)  
Condominium Units - Introduction, Subparagraph (b)  
Declarant - Preamble  
Emergency Access Easement - Article IV, Section 2, Paragraph B  
Entranceway Monuments - Article IV, Section 1, Paragraph B(ii)  
Entrance Road - Introduction, Subparagraph (h)  
Gates - Article IV, Section 3, Paragraph A  
Gatehouse - Article IV, Section 3, Paragraph A  
Golf Course - Introduction, Subparagraph (d)  
Golf Course Easement No. 1 - Article III, Section 4, Paragraph A  
Golf Course Easement No. 2 - Article III, Section 4, Paragraph B  
Golf Course Easement No. 3 - Article III, Section 4, Paragraph C  
Golf Course Operator - Article III, Section 1  
Golf Course Road - Introduction, Subparagraph (h)  
Land - Introduction, First Paragraph  
Lien - Article VI, Section 1, Paragraph D  
Lots - Introduction, Subparagraph (a)  
Maintenance Obligation - Article II, Section 4, Paragraph C  
Major Interest Holder - Article II, Section 4, Paragraph A(i)  
Members - Article III, Section 3, Paragraph A  
Membership Basis - Article III, Section 3, Paragraph A  
MF-1 Area - Introduction, Subparagraph (c)  
MF-1 Owners - Article IV, Section 2, Paragraph A(iii)  
MF-1 Roads - Introduction, Subparagraph (h)  
MF-5 Area - Introduction, Subparagraph (c)  
MF-5 Owners - Article IV, Section 2, Paragraph A(i)  
MF-5 Roads - Introduction, Subparagraph (h)  
Multiple Family Area - Introduction, Subparagraph (c)  
Multi-Family Units - Introduction, Subparagraph (c)  
Open Space - Introduction, Subparagraph (e)  
Original Improvements - Article II, Section 1, Paragraph B

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Owners - Article I, Paragraph B  
Parcel - Article I, Paragraph B  
Pedestrian Pathways - Introduction, Subparagraph (f)  
Pedestrian Purposes - Article II, Section 2, Paragraph B  
Plan - Introduction, Second Paragraph  
Residential Units - Introduction, Final Paragraph  
Residents - Article III, Section 3  
Retention Basin - Introduction, Subparagraph (g)  
Road Assessments - Article VI, Section 1  
Road Purposes - Article IV, Section 1, Paragraph B  
Road System - Introduction, Subparagraph (h)  
SF-1 Area - Introduction, Subparagraph (a)  
SF-2 Area - Introduction, Subparagraph (a)  
SF-3 Area - Introduction, Subparagraph (a)  
Single Family Area - Introduction, Subparagraph (a)  
Single Family Monuments - Article IV, Section 1, Paragraph A  
Single Family Units - Introduction, Subparagraph (a)  
Special Assessments - Article VI, Section 1, Paragraph C  
Storm Structure - Introduction, Subparagraph (g)  
Storm Structure Agreement - Introduction, Subparagraph (g)  
Storm Structure Land - Introduction, Subparagraph (g)  
Storm System - Introduction, Subparagraph (g)  
Subdivision Act - Introduction, Subparagraph (a)

#### INTRODUCTION

Declarant owns or is purchasing under land contract certain land ("Land") located in the City and described on Exhibit A attached. Declarant desires to develop the Land for a mixture of types of residential uses in accordance with Article V, Sections 60.500 through 60.509 inclusive of the City Zoning Ordinance ("Article V"). Accordingly, Declarant submitted to the city council of the City ("City Council") a proposed plan for developing the Land in compliance with Article V, and the City Council approved same. Because Article V requires the developer and City to enter into a contract to ensure proper improvement, maintenance, and government of the Land, Declarant and the City entered into the Copper Creek Agreement for Planned Residential Development ("Agreement"). The Agreement was recorded August 25, 1988 in Liber 10561, Page 237-289, Oakland County Records. Article IX, Section 7 of the Agreement permits amendment of the plan and the Agreement.

Thereafter, desiring to make certain revisions to the plan, Declarant submitted to and the City Council approved a revised plan ("Plan") for development of the Land in accordance with Article V. A copy of the Plan is attached as Exhibit B. It shows that the Land will be developed to include:

(a) three single family residential subdivisions platted in accordance with the Subdivision Control Act, MCLA 560.101 et. seq. ("Subdivision Act") and identified on the Plan as "SF-1," "SF-2," and "SF-3" (individually, "SF-1 Area," "SF-2 Area," and "SF-3 Area," and collectively "Single Family Area"). The platted lots ("Lots") and any proposed lots (as shown on the Plan) within the SF-1 Area, SF-2 Area, and SF-3 Area shall hereinafter be referred to as "Single Family Units," and the number of Single Family Units in each such Area shall be as follows: 6 for the SF-1 Area, 41 for the SF-2 Area, and 81 for the SF-3 Area or such lesser number of Lots as exist when final plats have been recorded for the SF-1 Area, SF-2 Area, and SF-3 Area. For purposes of this Amended Agreement, the term "Lot" shall include the enlarged and/or diminished Lot resulting from property being attached to or detached from a Lot, and it shall also include the parcel resulting from the combination of two or more Lots or parts of Lots to create a single home site;

(b) those cluster housing developments within the areas identified on the Plan as "CL-2," "CL-4" and "CL-5"

(individually, "CL-2 Area," "CL-4 Area," and "CL-5 Area," and collectively, "Cluster Area"), which Cluster Area will be developed into several condominium developments in accordance with the Michigan Condominium Act, MCLA 559.101 et. seq. ("Condo Act"); the condominium units established pursuant to recorded Master Deeds ("Condominium Units") for the Cluster Area and the condominium units proposed for the Cluster Area shall hereinafter be referred to as "Cluster Units," and the number of Cluster Units in each such Area shall be as follows: 76 in the CL-2 Area, 49 in the CL-4 Area, and 29 in the CL-5 Area or such lesser number of Condominium Units as actually exist in each such Area when all land contained therein is part of one or more condominiums established pursuant to Master Deed(s);

(c) those multiple-family housing developments within the areas identified on the Plan as "MF-1" and "MF-5" (individually, "MF-1 Area" and "MF-5 Area," and collectively, "Multiple Family Area"), which Multiple Family Area may, in whole or part, be developed as or converted into condominiums in accordance with the Condo Act or, if the owner elects, developed into housing to be leased or sold; the existing and proposed residential units and Condominium Units in said Multiple Family Area shall hereinafter be referred to as "Multi-Family Units," and the number of Multi-Family Units shall be 136 in the MF-1 Area and 200 in the MF-5 Area or such lesser number of residential units and Condominium Units as actually exist in each such Area when all land contained therein either is established as one or more condominiums pursuant to Master Deed(s) or is otherwise fully developed;

(d) a 9 hole golf course as depicted on the Plan ("Golf Course") which may include a clubhouse ("Club House");

(e) five separate open space areas identified on the Plan as "REC-1 5.8Ac.," "REC-2A 15.0Ac.," "REC-2B 10.51Ac.," "Open Space 2.55Ac.," and "Open Space 3.57Ac." (collectively, "Open Space");

(f) certain pedestrian walkways installed in accordance with City requirements and labeled on the Plan as "Pedestrian Paths" or "Pedestrian Pathway" (collectively, "Pedestrian Pathways");

(g) a storm water control structure ("Storm Structure") constructed in accordance with the Copper Creek Development Storm Water Control Facility Maintenance Agreement, recorded in Liber 10561, Pages 290 through 301, Oakland County Records ("Storm Structure Agreement") and located on the land described on Exhibit C attached ("Storm Structure Land"); a private storm system ("Storm System") installed in various portions of the Land; and a retention basin labeled on the Plan as "Retention Basin" and serving the SF-3 Area as well as certain property located outside of the Land ("Retention Basin"); and

(h) a road system ("Road System") consisting of: (i) roads in the Single Family Area, each as identified on the Plan as "Single-Family Road" (collectively, "Single Family Roads"); (ii) roads in the Cluster Area as established pursuant to City requirements and described in the master deeds for the CL-2 Area, CL-4 Area, and CL-5 Area, each labeled on the Plan as "Cluster Road" and collectively referred to herein as "Cluster Roads"; (iii) roads in the MF-1 Area as established pursuant to City requirements (collectively, "MF-1 Roads"); (iv) roads in the MF-5 Area as established pursuant to City requirements, each labeled on the Plan as "Multi-Family #5 Road" or "M-F #5 Road" (collectively, "MF-5 Roads"); (v) a road as described on Exhibit D attached, which intersects 12 Mile Road at the south of the Land and is labeled on the Plan and herein referred to as "Entrance Road;" and (vi) a road as described on Exhibit E

attached, which crosses the Golf Course and connects the Cluster Roads to the Entrance Road and is labeled on the Plan and herein referred to as "Golf Course Road."

Declarant and the City anticipate that there will be a maximum of six hundred eighteen (618) residential units ("Residential Units") on the Land when fully developed, it being understood, however, that, in the event a lesser number of residential units is constructed, the term "Residential Units" shall refer to that lesser number. Declarant and the City now desire to amend the Agreement to make it consistent with the Plan and to specify the rights and responsibilities pertaining to the improvement, maintenance, and government of the Land.

#### AGREEMENT

NOW THEREFORE, in consideration of the approval by the City of the Plan and the recitals and covenants herein contained, Declarant and the City agree as follows:

#### ARTICLE I

##### COMMUNITY ASSOCIATION

A. On or before sixty (60) days from the date of recording this Amended Agreement with the Oakland County Register of Deeds, a community association ("Community Association," which term shall include its successors and assigns) shall be incorporated as a Michigan non-profit corporation.

B. The members ("Association Members") of the Community Association shall be the following (collectively, "Owners"): (i) the owner of each parcel of land ("Parcel") within the Single Family Area, Cluster Area, and Multiple Family Area that is neither platted in accordance with the Subdivision Act nor covered by a master deed recorded pursuant to the Condo Act; (ii) the owner of each Lot; and (iii) the owner of each Condominium Unit. For purposes of this Amended Agreement, if more than one person is the record owner of a Parcel, Lot, or Condominium Unit, all such record owners shall together be deemed the single "Owner" of same. Notwithstanding the foregoing, if the Parcel, Lot, or Condominium Unit is being sold on land contract, the land contract vendee shall be deemed the "Owner," unless Declarant is the land contract vendor and elects in writing to be deemed the "Owner". Membership in the Community Association shall be appurtenant to and may not be separated from ownership of any Lot, Condominium Unit or Parcel, provided, however, that so long as Declarant owns all or any part of the Land, Declarant shall also be an Association Member, unless Declarant elects otherwise by written notice to the Community Association. Additionally, the number of Single Family Units, Multi-Family Units, or Cluster Units (whichever is applicable) within any undeveloped Parcel or portion thereof shall be that number specified in a contractual agreement between Declarant and the person purchasing the applicable Parcel from Declarant provided that said number does not exceed the number permitted by the Plan.

C. The voting rights in the Community Association shall be as follows: Each Association Member shall be entitled to one vote for each Single Family Unit, Cluster Unit, or Multi-Family Unit of which he is the Owner. In addition to any other voting rights of Declarant, Declarant shall be entitled to six (6) votes for each one acre of the Land (excluding the Road System) that is owned by Declarant and located outside of the Single Family Area, Cluster Area, and Multiple Family Area. In the event that the Owner consists of more than one person, the eldest among such persons shall be entitled to cast the vote of said Owner unless all such persons designate otherwise by written notice to the Community Association.

D. The right to manage the affairs of the Community Association shall be exclusively vested in its Board of Directors ("Board"). The Declarant (as represented by one or more individuals selected by Declarant) shall be the sole Director and shall be the sole Association Member having voting rights until each of the following events has occurred (any one or more of which may be waived in whole or part by Declarant in its sole discretion): (i) ninety (90%) percent of the Single Family Units have been conveyed to Owners other than Declarant and builders, developers and real estate companies who own or hold any Single Family Units for resale in the ordinary course of business, and single family dwellings have been fully constructed thereon; (ii) ninety (90%) percent of the Cluster Units have been conveyed to Owners other than Declarant and builders, developers and real estate companies who own or hold any Cluster Units for resale in the ordinary course of business, and residential dwellings have been fully constructed thereon; and (iii) ninety (90%) percent of the Multiple Family Area has been conveyed to Owners other than Declarant and builders, developers, and real estate companies who own or hold any Multi-Family Units therein for resale in the ordinary course of business, and Multi-Family Units or other residential dwellings have been fully constructed thereon. Notwithstanding the foregoing, the Declarant, in its sole discretion, shall be entitled to withdraw as the sole director and sole Association Member having voting rights at any time prior to the occurrence of any or all of the above-described events; thereafter, the Board of Directors shall consist of five (5) Association Members who shall be elected by the Association Members in accordance with the provisions of the Articles of Incorporation and By-Laws of the Community Association.

## ARTICLE II

### OPEN SPACE, PEDESTRIAN PATHWAYS, STORM STRUCTURE, RETENTION BASIN, STORM SYSTEM

#### Section 1. OPEN SPACE.

A. The Open Space shall all be used exclusively for recreational purposes as described in Subparagraph D. below. The Open Space shall all be conveyed to the Community Association as follows: Prior to each issuance of building permits for the Land, Declarant shall convey to the Community Association such portion of the Open Space as Declarant elects, provided that such portion is not less than that percentage of the Open Space calculated by dividing the number of building permits then requested by the anticipated total number of Residential Units (which number is currently 618).

B. For purposes of this Amended Agreement, the term "Open Space" shall include: (i) The Pedestrian Pathways located in the Open Space; (ii) the improvements to the Open Space that are installed pursuant to the final Open Space Plan(s) approved by the City in connection with the final site plan(s) or plat approval(s) for the Land pursuant to Section 60.506 of Article V ("Original Improvements," which term shall include all replacements thereof); and (iii) all other improvements made to the Open Space in accordance with the ordinances of the City ("Additional Improvements"). "Open Space" shall not, however, include the Storm Structure or Storm Structure Land.

C. The Community Association shall have the Maintenance Obligation (as defined in Section 4.C. below) as to the Open Space.

D. The Open Space may be used as determined by the Community Association for paths, walks, recreation, hiking, nature study, picnicking, foot bridges, or other such activities,

provided, however, that any Pedestrian Pathways within the Open Space shall be used solely for Pedestrian Purposes (as defined in Section 2.B. below). 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 not be constructed in the Open Space unless such construction is first approved by two-thirds (2/3) of the votes of the Association Members voting in person or by proxy at a meeting duly called for said purpose. Any such construction shall be in accordance with the applicable ordinances of the City and all other applicable governmental requirements. All Owners shall have an equal right to use all portions of the Open Space and all Original Improvements and, upon payment of the applicable admission or other fees, all Additional Improvements.

E. The Owners are all hereby granted a nonexclusive appurtenant easement, in common with each other, to use and enjoy the Open Space as specified in Section 1.D. above, subject to the provisions of Section 4 below and the right of the Community Association to set rules and regulations (including limitations on the number of guests) for the use of the Open Space and to establish admission and other fees for the use of any Additional Improvements, provided that any such rules and regulations and admission and other fees are uniform for all Owners.

#### Section 2. PEDESTRIAN PATHWAYS.

A. The Pedestrian Pathways located outside of the Open Space shall be owned by the owner of the portion of the Land in which they are located, provided, however, that those Pedestrian Pathways located in the Single Family Area shall be conveyed to the Community Association following recording in the records of Oakland County of the plat for the subdivision in which such Pedestrian Pathways are located.

B. The Pedestrian Pathways shall be used exclusively for walking, jogging, hiking and nonmotorized biking purposes (collectively, "Pedestrian Purposes"), and the Community Association shall have the Maintenance Obligation as to the Pedestrian Pathways, including, without limitation of the foregoing, the portions thereof described on Exhibit B(1) and the portions thereof shown on the Plan as being within Open Space Rec 2-B and the Club House land but which are actually located within the right of way for Twelve Mile Road.

C. The Community Association is hereby granted a nonexclusive appurtenant easement to use all portions of the Pedestrian Pathways that are not owned by it for purposes of fulfilling the Maintenance Obligation as to the Pedestrian Pathways.

D. The Owners are hereby granted a nonexclusive appurtenant easement, in common with each other, to use the Pedestrian Pathways for Pedestrian Purposes, subject to the provisions of Section 4 below and the right of the Community Association to set rules and regulations for the use of the Pedestrian Pathways that are uniform for all Owners.

E. If the City so elects, the portion of the Pedestrian Pathways described on Exhibit B1 shall be subject to an easement for use by the public.

#### Section 3. STORM STRUCTURE; STORM SYSTEM; AND RETENTION BASIN.

A. Storm Structure. The Storm Structure and that portion of the Storm Structure Land located outside of the Golf Course shall be conveyed to the Community Association on or



before five (5) years from the date hereof. Coincident therewith, Declarant's obligations under the Storm Structure Agreement shall be assigned to the Community Association. The Community Association shall thereafter be deemed the "Owner" under Paragraph 1 of the Storm Structure Agreement, and the reference in Paragraph 8 of the Storm Structure Agreement to "Article VII, Section 2 of the PRD Agreement" shall be to Article VII, Section 2 of this Amended Agreement. The Community Association shall have the Maintenance Obligation as to the Storm Structure and shall perform said Maintenance Obligation in accordance with the Storm Structure Agreement and the requirements of the governmental agencies having jurisdiction of the Storm Structure. The Community Association is hereby granted a nonexclusive easement to enter all portions of the Storm Structure Land not owned by it for purposes of fulfilling the Maintenance Obligation as to the Storm Structure.

B. Storm System. The Storm System shall be owned and maintained by the owner of the portion of the Land in which it is located (excepting any portions of the Storm System located in the Golf Course, which shall be maintained by the Golf Course Operator), provided, however, that the Declarant may elect, in its sole discretion, on or before five (5) years from the date hereof, to convey to the Community Association all or any portions of the Storm System owned by Declarant and located outside of the Cluster Area and MF-1 Area. Coincident therewith the Community Association shall have the Maintenance Obligation as to the portions of the Storm System owned by it (excepting any portions located in the Golf Course, which shall be maintained by the Golf Course Operator) and shall be granted appropriate nonexclusive easements for purposes of obtaining access to and fulfilling said Maintenance Obligation.

C. Retention Basin. The Retention Basin shall be conveyed to the Community Association on or before five (5) years from the date hereof, provided that the subdivision plat for the SF-3 Area has been recorded in the records of Oakland County. Coincident with such conveyance, the Community Association shall have the Maintenance Obligation as to the Retention Basin.

#### Section 4. GENERAL PROVISIONS.

A. Limitation of Rights. The rights set forth in Sections 1, 2 and 3 above are subject to:

(1) the right of the owner of the Open Space, Pedestrian Pathways, Road System, Retention Basin, Storm System, Storm Structure and Storm Structure Land to dedicate or transfer all or part of same to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by said owner. Notwithstanding the foregoing, no such dedication or transfer shall be effective during such period as Declarant is a Major Interest Holder (meaning that Declarant has an ownership interest, including without limitation, the interest of a land contract vendor, in not less than ten (10) acres of the Land) unless Declarant first consents thereto. Additionally, no such dedication or transfer by the Community Association shall be effective unless agreed to in writing by three-fourths (3/4) of the Association Members and unless approved by the City, provided, however, that if Declarant is a Major Interest Holder, Declarant may make such dedication or transfer on behalf of the Community

Association without the agreement of any other Association Members if the City approves; and

(ii) the right of the Community Association to suspend the voting rights of any Owner and the Owner's right to use the Open Space and Pedestrian Pathways during such period as any assessment against any Lot, Condominium Unit or Parcel owned by said Owner remains unpaid or for a period not to exceed sixty (60) days for any infraction of the Community Association's published rules and regulations.

B. Delegation of Owners' Rights. All Owners may delegate their rights of use and enjoyment of the Open Space and Pedestrian Pathways to the members of the Owners' families, the Owners' guests, and the Owners' tenants, provided such delegation is in accordance with the Bylaws of the Community Association.

C. Maintenance Obligation. For purposes of this Amended Agreement, "Maintenance Obligation" shall mean the obligation to procure public liability and hazard insurance (for the full replacement value) for and to perform and pay all costs of the maintenance (including without limitation the mowing of lawns and controlling of weeds), repair, and replacement of and necessary additions to the applicable portion of the Land and/or improvements and, where used in reference to any portion of the Road System or Pedestrian Pathways, to perform and pay all costs of removing snow and ice therefrom.

D. Real Estate and Personal Property Taxes. The owner of the applicable portion of the Land and/or any improvement thereon shall be responsible for payment of the real and personal property taxes associated with ownership thereof, provided, however, that as to any tax that has been delinquent for six or more months, the Community Association or any person having easement rights in the applicable portion of the Land shall be entitled to pay said tax and obtain reimbursement for such payment from the owner responsible for same.

### ARTICLE III

#### GOLF COURSE

Section 1. Declarant shall be entitled to lease or sell the Golf Course and Club House to such person as Declarant elects, who shall be deemed the "Golf Course Operator". Declarant shall also be entitled, at any time (with the consent of the Community Association, which consent shall not be unreasonably withheld or delayed), to transfer to the Community Association such rights and obligations as Declarant has in regard to the Golf Course and/or Club House. The Golf Course Operator shall be responsible for the operation and maintenance of both the Golf Course and the Club House (which may include, subject to the approval of the City, a utility room, restrooms, a snack bar and/or restaurant, a pro shop, facilities for private parties, an office, a locker room and cart storage), and the Golf Course Operator shall be entitled, subject to the approval of the City, to obtain and maintain a liquor license in connection therewith. The Golf Course shall be used for the playing of the game of golf. The Golf Course also shall be aggregated with the Open Space to compute the total amount of park or open space required under Article V, Section 60.504.A.3. but shall not otherwise constitute Open Space.

Section 2. The Golf Course Operator shall construct the Golf Course and the Club House in accordance with a schedule



described on Exhibit H attached, provided, however, that the owner of that portion of the Multiple Family Area lying between Golf Course Hole No. 3 and Golf Course Hole No. 4 shall be entitled to amend the description of said easement to relocate it to a position consistent with development of the MF-5 Area in accordance with an approved site plan for same.

#### ARTICLE IV

##### ROAD SYSTEM AND EMERGENCY ACCESS EASEMENT

###### Section 1. OWNERSHIP OF AND MAINTENANCE OBLIGATION AS TO ROAD SYSTEM.

A. The Single Family Roads shall all be dedicated to the use of and maintained by the public. Notwithstanding the foregoing, the Community Association shall have the Maintenance Obligation as to any landscaping and/or permanent signage installed in or adjacent to the right-of-way where any Single Family Road intersects Twelve Mile Road or Halstead Road ("Single Family Monuments") and as to any landscaping installed in any cul de sac or turn area within the Single Family Roads, all of which installation and maintenance shall be accomplished in accordance with the requirements of the City Code of the City. The Community Association shall have a nonexclusive appurtenant easement to enter the areas containing and immediately surrounding the Single Family Monuments for purposes of fulfilling said Maintenance Obligation.

B. The balance of the Road System shall be used exclusively for purposes of vehicular and pedestrian ingress and egress ("Road Purposes"), and shall be privately owned and maintained as follows:

(i) Whoever owns any Parcel containing any part of the Cluster Roads, MF-1 Roads, or MF-5 Roads shall own the portions of the Cluster Roads, MF-1 Roads, and MF-5 Roads located in said Parcel, and said owner shall have the Maintenance Obligation as to the portions of said Roads owned by it. Notwithstanding the foregoing, if a condominium project is established on any such Parcel pursuant to the Condo Act, any portions of such Roads located therein shall be owned as a common element by the Owners of the Condominium Units located therein, and the Condominium Association to which said Owners belong shall have the Maintenance Obligation as to the portions of said Roads. If the Community Association determines, however, that said Maintenance Obligation is not being fulfilled, or if the holder of the Maintenance Obligation desires the Community Association to fulfill same, the Community Association shall be entitled to fulfill same and obtain reimbursement for the costs thereof from whoever holds said Maintenance Obligation; and

(ii) Whoever owns any Parcel containing all or any part of the Golf Course Road or Entrance Road shall own the portions of the Golf Course Road and Entrance Road contained in said Parcel. The Community Association, however, shall have the Maintenance Obligation as to the Golf Course Road and Entrance Road as well as any landscaping and/or permanent signage located in or

adjacent to the right-of-way of the Entrance Road where it intersects Twelve Mile Road ("Entranceway Monuments"). The Community Association shall have a nonexclusive appurtenant easement to enter the Golf Course Road, Entrance Road, and land containing and immediately surrounding the Entranceway Monuments for purposes of fulfilling said Maintenance Obligation.

Section 2. EASEMENTS FOR USE OF ROAD SYSTEM.

A. The following nonexclusive appurtenant Easements for Road Purposes are hereby granted:

(i) An easement to the Golf Course Operator, Residents, Members, if any, and patrons of the Golf Course and/or Club House for the use, in common with others, of the Entrance Road to obtain access to and from the Golf Course and Club House, and an easement to Declarant and to the Owners of the Multi-Family Units located in the MF-5 Area ("MF-5 Owners," which term shall include their families, tenants, guests, and invitees) and the Owners of the Cluster Units ("Cluster Owners," which term shall include their families, tenants, guests, and invitees) for the use in common with others of the MF-5 Roads, Golf Course Road and Entrance Road;

(ii) An easement to Declarant, to the MF-5 Owners and to the Cluster Owners for the use in common with each other of the Cluster Roads; and

(iii) An easement to Declarant and to the Owners of the Multi-Family Units located in the MF-1 Area ("MF-1 Owners," which term shall include their families, tenants, guests, and invitees) for the use in common with each other of the MF-1 Roads.

B. A nonexclusive appurtenant easement ("Emergency Access Easement") to use that land described on Exhibit I attached for purposes of emergency ingress and egress between the MF-5 Roads and the Roads in the SF-3 Area is hereby granted to the City and such other governmental agencies and private ambulance services as require such access in emergencies. The Community Association shall have the Maintenance Obligation as to the Emergency Access Easement. That portion of the Emergency Access Easement located within the SF-3 Area shall be conveyed to the Community Association following recording in the records of Oakland County of the subdivision plat for the SF-3 Area. After site plan approval is granted for the portion of the MF-5 Area containing the Emergency Access Easement, the legal description therefor may be amended by the owner of said portion of the MF-5 Land, without the consent of anyone else, provided that said amendment conforms to said site plan.

C. A nonexclusive appurtenant easement is hereby granted to Declarant and to all Owners and other Residents to use the Road System and Emergency Access Easement for Pedestrian Purposes and for purposes of obtaining access to such portions of the Open Space as are adjacent thereto.

D. A nonexclusive appurtenant easement to use the MF-1 Roads, MF-5 Roads, Cluster Roads, Golf Course Road, and Entrance Road is hereby granted to the City and such other



governmental agencies and private ambulance services as require ingress and egress over same.

Section 3. GATES AND GATEHOUSE.

A. Electronic gates ("Gates") and a gatehouse ("Gatehouse") may be installed within the private portions of the Road System by Declarant and/or by whoever owns the portion of the Road System within which such Gate(s) or Gatehouse is installed (provided that if Declarant is a Major Interest Holder, Declarant has first consented thereto); notwithstanding the foregoing, the installation and operation of such Gate(s) and/or Gatehouse shall in no event interfere with any easement rights granted pursuant to this Amended Agreement.

B. Whoever holds the Maintenance Obligation as to the portion of the Road System within which any Gate(s) and/or Gatehouse is installed shall have the Maintenance Obligation as to such Gate(s) and/or Gatehouse. Neither Declarant nor anyone else shall have any obligation to install any Gate(s) or a Gatehouse or, in the event of such installation, to provide attendants for same.

ARTICLE V

EASEMENTS AND RESERVED RIGHTS OF DECLARANT:  
TITLE TO BE CONVEYED BY DECLARANT

Section 1. EASEMENTS AND RESERVED RIGHTS OF DECLARANT.

A. Notwithstanding any other provisions of this Amended Agreement, Declarant, its successors, and assigns hereby reserve easements, and the right to further reserve, dedicate, grant, and/or amend easements, over, under, above and across the Open Space, Pedestrian Pathways, Storm Structure Land, Golf Course, and Road System (and over, under, above and across the unimproved portions of the Single Family Area, Multiple Family Area, and Cluster Area until completion of the construction of the last residential dwelling to be constructed therein or five (5) years from the date hereof, whichever first occurs) for the construction, installation, repair, maintenance, and replacement of: the Club House, Pedestrian Pathways, Storm Structure, Storm System, Retention Basin, Entranceway Monuments, Single Family Monuments, Golf Course, Road System, Gates, a Gatehouse, streets, roads, walkways, bicycle paths, driveways, structures, watermains, sewers, water wells, drains, retention basins, 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 also reserves the right, while Declarant is a Major Interest Holder, to reserve, dedicate and/or grant and amend easements of access to and for use of portions of the Land for the benefit of other portions thereof. Declarant reserves the right to assign such easements to units of government or public utilities. The location and configuration of each such easement and any Gatehouse, Gates, Pedestrian Pathways, Storm System, Retention Basin, Entranceway Monuments, Single Family Monuments, streets, roads, walkways, bicycle paths, and utilities located therein shall be determined by Declarant, its successors, or assigns.

B. Declarant, for itself and its assigns, also reserves the right to maintain, without charge, advertising and "for sale" and "for lease" signs in the Open Space and to maintain, without charge, sales and rental offices within the Open Space or within any club house that may be constructed thereon, 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.

C. Declarant reserves the right to subject all or portions of the Open Space, Storm System, Retention Basin, Entranceway Monuments, Single Family Monuments, Pedestrian Pathways, Road System, Gates, Storm Structure, Storm Structure Land, Gatehouse, Single Family Area, Cluster Area, Multiple Family Area, Club House 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 hereunder shall be subject to this Amended 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, Storm System, Retention Basin, Entranceway Monuments, Single Family Monuments, Pedestrian Pathways, Road System, Gates, Storm Structure, Storm Structure Land, Gatehouse, Club House and Golf Course, which rights shall in no event (including foreclosure) be impaired, diminished, or abrogated in any way.

#### Section 2. TITLE TO BE CONVEYED BY DECLARANT.

The conveyance by Declarant of all or any portion of the Land, including without limitation of the foregoing, the Storm Structure, Storm Structure Land, Storm System, Retention Basin, Entranceway Monuments, Single Family Monuments, Open Space, Golf Course, Club House, Pedestrian Pathways, Road System, Gates, and Gatehouse, shall be subject to the following: the provisions of this Amended Agreement; easements; building and use restrictions and declarations; zoning ordinances and other municipal ordinances and restrictions; any matters shown on the plat of any Subdivision or Master Deed covering the portion of the Land being conveyed; the Storm Structure Agreement; any agreement pertaining to or rights of others in the Retention Basin; any matter which would be disclosed by an accurate survey and personal inspection of the portion of the Land being conveyed; the rights of the City and the public in any portion of the Land being conveyed 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 being conveyed that is used for street, highway or other public purposes; and any of the reserved rights of the Declarant under this Amended Agreement or the instruments conveying all or any portion of the Land.

#### ARTICLE VI

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Each Owner of a Lot, Condominium Unit or Parcel within the Cluster Area and/or MF-5 Area, by acceptance of a deed or other conveyance of such Lot, Condominium Unit or Parcel, hereby covenants and agrees for itself, its heirs, personal representatives, successors and assigns, to pay to the Community Association such assessments ("Road Assessments") as are determined by the Board to satisfy the Association's Maintenance Obligation regarding the Golf Course Road, Entrance Road and Entranceway Monuments. Each Owner, by acceptance of a deed or other conveyance of a Lot, Condominium Unit or Parcel, hereby covenants and agrees for itself, its heirs, personal representatives, successors and assigns:

A. To pay to the Community Association annual assessments ("Annual Assessments") as specified in Article VI, Section 2, which shall in the first year be not less than Fifty (\$50.00) Dollars nor more than One Hundred (\$100.00) Dollars for each Single Family Unit, Cluster Unit, and Multi-Family Unit, as determined by the Board of Directors of the Community



Association, which Board shall be entitled to increase the Annual Assessments yearly as necessary, without approval of the Association Members.

B. To pay to the Community Association additional assessments ("Additional Assessments") as determined by the Board to satisfy the Association's Maintenance Obligations (and obligations as to 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. To pay to the Community Association special assessments ("Special Assessments") as determined by the Board, which may levy same to defray in whole or part the cost of constructing any Additional Improvement, provided each such Special Assessment is first approved by two thirds (2/3) of the votes of the Association Members voting in person or by proxy at a meeting duly called for said purpose.

D. Each Annual Assessment, Additional Assessment, Road Assessment and Special Assessment, together with interest thereon and costs of collection thereof as hereinafter provided (collectively, "Assessment"), shall be a charge on the corresponding Lot, Condominium Unit, or Parcel containing the applicable Single Family Unit, Cluster Unit, or Multi-Family Unit and shall be a continuing lien ("Lien") thereon until paid. Each Assessment shall also be the personal obligation of the Owner of such property at the time such Assessment fell due.

E. The Lien shall be subordinate to the lien of any mortgage on any Lot, Condominium Unit, or Parcel containing the applicable Single Family Unit, Cluster Unit or Multi-Family Unit. The sale of any property upon which there is a Lien shall not affect said Lien. The sale or transfer of any property subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu thereof, shall, however, extinguish the Lien as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve any property from responsibility for payment of any Assessment thereafter becoming due, from the Lien thereof, or from any Assessment that includes a share of any previously assessed and uncollected Assessment.

F. Each Assessment other than Road Assessments shall be fixed at a rate that is equal for each Single Family Unit, Cluster Unit and Multi-Family Unit; each Road Assessment shall be fixed at a rate that is equal for each Multi-Family Unit within the MF-5 Area and each Cluster Unit. The Assessments may be collected on a monthly basis or any other periodic basis established by the Board.

Section 2. The Annual and Additional Assessments shall be used to pay the expenses of: fulfilling the Community Association's Maintenance Obligations (including related costs of labor, materials, management and supervision) and its obligations to pay taxes (provided, however, that said Annual and Additional Assessments shall not be used to pay the expenses of fulfilling the Community Association's Maintenance Obligations or tax obligations as to the Entranceway Monuments, Golf Course Road, or Entrance Road); collecting Assessments (including the expenses pertaining to use of a collection agency); enforcing building restrictions within the Community Association's jurisdiction (including the review of plans); providing insurance for the officers of the Community Association and the Directors of same; using a Management Company (as defined in Article VII, Section 1.A.); and fulfilling any other purpose for which the Community Association is incorporated.



Section 3. Written notice of any meeting under Section 1.C. of this Article VI shall be sent to all Association Members not less than fifteen (15) days in advance of the meeting. At the first such meeting called, the presence of Association 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 4. Assessments shall commence as follows:

A. The Annual Assessment for each Single Family Unit owned by Declarant shall commence upon the later to occur of: thirty (30) days following the date of incorporation of the Community Association or one (1) year from the date of the recording of the plat for the Subdivision in which the Single Family Unit is located or one (1) year from the date of completion of the installation of all improvements for said Subdivision, including watermain, sanitary sewer, storm sewer, and paving, as shown by City acceptance of such improvements; the Annual Assessments and Road Assessments for each Cluster Unit owned by Declarant shall commence upon the later to occur of: thirty (30) days following the date of incorporation of the Community Association or one (1) year from the date of the recording of the Master Deed in which the Cluster Unit is identified as a Condominium Unit or issuance of Certificates of Occupancy for all Condominium Units that may be built as described in said Master Deed; the Annual Assessment for each Multi-Family Unit owned by Declarant and the Road Assessment for each Multi-Family Unit in the MF-5 Area owned by Declarant shall commence upon the later to occur of: thirty (30) days following the date of incorporation of the Community Association or issuance of a Certificate of Occupancy for all Multi-Family Units shown on the applicable site plan approved by the City. The Annual Assessments for each other Single Family Unit, Cluster Unit and Multi-Family Unit and the Road Assessment for each other Multi-Family Unit in the MF-5 Area and each other Cluster Unit shall commence on the later to occur of: thirty (30) days following the date of incorporation of the Community Association or the first (1st) day of the calendar month following the conveyance of the Lot, Condominium Unit, or Parcel containing the applicable Single Family Unit, Cluster Unit, or Multi-Family Unit to an individual or entity other than Declarant, it being understood that execution of a land contract shall constitute a "conveyance" for purposes of this paragraph; the first Annual Assessment for Single Family Units, Cluster Units and Multi-Family Units owned by Declarant and for each new Owner, and the first Road Assessment for Multi-Family Units in the MF-5 Area and Cluster 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. The Annual Assessment, Road Assessment, and any Additional Assessments and Special Assessments due in the same year for each Single Family Unit, Cluster Unit, and Multi-Family Unit owned by Declarant or by a builder, developer, or real estate company owning same for purposes of resale in the ordinary course of business shall not, in the aggregate, exceed One Hundred (\$100.00) Dollars for each such Single Family Unit, Cluster Unit, and Multi-Family Unit.

B. Additional Assessments shall commence at such a date as the Board sets, provided not earlier than the commencement date for Annual Assessments as set forth in Section 4.A. above.

C. The Board shall fix the amount of each Annual Assessment, and Road Assessment at least thirty (30) days in advance of each Annual Assessment period or Road Assessment period, whichever is applicable. Written notice of such amount shall be sent to every Owner at his last address shown on the Community Association's records. The Community Association shall, upon demand and for a reasonable charge, furnish a certificate signed by the Treasurer or other authorized representative of the Community Association setting forth whether the Assessment on a specified Lot, Condominium Unit or Parcel has been paid. The Board may also designate, retain, and pay for a collecting agency to whom Assessment payments shall be made. The Community Association may also designate, retain, and pay for a management agent to fulfill all or any part of the Community Association's Maintenance Obligations and responsibilities regarding the Storm Structure, Storm Structure Land, Retention Basin, Open Space, Pedestrian Pathways, Road System, Entranceway, Monuments, Single Family Monuments, Gates, and Gatehouse, and any administration and other obligations it might have, provided that, if Declarant is a Major Interest Holder, the Community Association has first received the consent of the Declarant.

Section 5. If any Annual Assessment, Road Assessment, Additional Assessment or Special Assessment is not paid when due, it shall be delinquent and together with interest thereon and cost of collection thereof as hereinafter provided, shall become a Lien on the Lot, Condominium Unit, or Parcel containing the Single Family Unit, Cluster Unit or Multi-Family Unit for which payment has not been made, which shall bind such property in the hands of the then Owner, and the Owner's heirs, devisees, personal representatives and assigns, subject, however, to the provisions of Article VI, Section 1.E. above. If any Annual Assessment, Road Assessment, Additional Assessment or Special Assessment is not paid within thirty (30) days after the due date, it 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 Community Association, and the Community Association (or its collecting agent) may bring an 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 the costs of preparing and filing the pleadings in such action shall be added to the amount due, and, if a judgment is obtained, such judgment shall include interest as above provided, and a reasonable attorney fee to be fixed by the court, together with the costs of the action. In addition, the Community Association may deny to the Owner the use and enjoyment of the Pedestrian Pathways and the Open Space and any facilities located therein until payment of such Assessment, along with any interest, costs and other sums set forth above.

#### ARTICLE VII MAINTENANCE DUTIES AND RIGHTS

Section 1. Each Maintenance Obligation described in this Amended Agreement shall be fulfilled diligently and in good faith.

A. In fulfilling its Maintenance Obligations, the Community Association shall act through its Board, which shall determine the extent and frequency of the activity required to fulfill same, and may appoint committees to advise it regarding same.

B. Rules and regulations may be promulgated (and amended from time to time) to aid in fulfilling the Maintenance Obligations, provided said rules and regulations apply equally to whoever is entitled to use the area for which such Maintenance Obligations exist and further provided that if Declarant is a

Major Interest Holder, Declarant has consented in writing to said rules and regulations.

Section 2. If the Community Association fails to fulfill its Maintenance Obligation as to the Open Space, Retention Basin, and/or Storm Structure, the City may serve written notice upon the Community Association setting forth the nature of such failure. The City's rights hereunder shall be limited so that they may be asserted only in relation to the Storm Structure, Retention Basin, or that portion of the Open Space for which such Maintenance Obligation is held, whichever is applicable. The notice shall demand that the deficiencies be cured within a specified reasonable time and shall set the date and place of a hearing thereon before the City Council or its designee to 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 extend the time for cure. If the deficiencies are not cured within the time stated or 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 portion of the Open Space at issue, Retention Basin or Storm Structure, whichever is applicable, from becoming a public nuisance, may enter and maintain such Open Space, Retention Basin, or Storm Structure for a reasonable period of time. Said maintenance by the City shall not constitute the taking of said Open Space, Retention Basin, or Storm Structure, whichever is applicable; nor vest in the public any right to use such Open Space, Retention Basin, or Storm Structure. Before the expiration of the time period, the City shall, upon its own initiative or upon the request of the Community Association, call a public hearing with notice to the Community Association, at which hearing the Community Association shall show cause why the maintenance by the City should not, at the City's election, continue for a succeeding reasonable period of time. If the City shall determine upon reasonable cause that the Community Association is not ready and able to fulfill such Maintenance Obligation, the City may, in its discretion, continue to maintain said Open Space, Retention Basin, or Storm 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 shall be paid by the Community Association and such cost may include reasonable administrative expenses. The City shall be subrogated to the rights of the Community Association against each person obligated to pay Assessments to the extent of the cost of such maintenance and reasonable administrative expenses, including any lien rights 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, Condominium Units, and Parcels; 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 Community Association to collect the costs incurred by the City in maintaining the Open Space at issue, Retention Basin, or Storm Structure, whichever is applicable, and also to recover reasonable administration expenses, attorneys' fees and court costs.

#### ARTICLE VIII GENERAL PROVISIONS

Section 1. Rights of Community Association. The Owners shall be deemed to have vested in the Community Association the right and power, in the name thereof, to take and prosecute all suits, legal, equitable or otherwise, which may, in the opinion of the Community Association, be necessary or

advisable for the collection of any Assessment or the enforcement of any or all of the provisions, conditions, covenants, responsibilities, liens and charges, now or hereafter imposed by the provisions of this Amended Agreement. Whoever owns the Storm Structure, Open Space, Storm System, Retention Basin, Entranceway Monuments, Single Family Monuments, Road System, Gates, Gatehouse, Golf Course, Club House or Pedestrian Pathways, whichever is/are applicable, 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 Amended Agreement and relating thereto. Any settlement in connection therewith shall be binding upon anyone now or hereafter having an interest in the Land or rights hereunder. Failure of anyone having such right of enforcement 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.

**Section 2. Severability.** Invalidation of any of the provisions of this Amended 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. Gender and Number.** The words "it" and "he" wherever used in this instrument shall be used as synonymous with the words "he", "she", "it" and "they", 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. Insurance.** All proceeds of any insurance carried on any assets of the Community Association, including Open Space, and all proceeds of any condemnation proceedings or sales in lieu of condemnation relating to the assets of the Community Association, including the Open Space, shall be paid to and shall be the property of the Community Association and not of the Association Members or any other person.

**Section 5. Improvements.** 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 the City may reasonably require of Declarant in the City's final approval of any site plan or plat pertaining to the Land.

**Section 6. Covenants Running with Land; Amendment.** The covenants and restrictions set forth in this Amended Agreement shall run with the Land and shall be perpetual. This Amended Agreement supercedes in its entirety the Agreement, and it may be changed, amended or replaced during the twenty (20) year period immediately following the date this Amended Agreement is recorded by an instrument signed by Owners of not less than sixty (60%) percent of the Residential Units, 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 is a Major Interest Holder, 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, Condominium Unit, Parcel or other portion of the Land including owners, mortgagees, and others) may amend, change or replace this Amended Agreement and the Exhibits hereto 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 amend, change or replace this Amended Agreement and the Exhibits

hereto as Declarant deems necessary, except that no amendment, change or replacement shall relieve the Community Association of its Maintenance Obligations as to the Open Space, Storm Structure, or Pedestrian Pathways or whoever holds the Maintenance Obligations as to the various portions of the Road System of such obligations, unless the applicable portion of the Open Space, Storm Structure, Pedestrian Pathways or Road System has been dedicated or transferred in accordance with Article II, Section 4.A. or the City has consented to such amendment, change or replacement. Any increase or decrease in the amount of land described on Exhibit A or material modification of Exhibit B shall also be subject to the approval of the City Council.

**Section 7. Consent of Declarant.** Whenever consent of Declarant is required under any provision of this Amended Agreement, Declarant shall be entitled to withhold such consent in its sole discretion, for any reason or no reason, and without explanation.

**Section 8. Further Maintenance Obligations of Community Association.** The Community Association shall also have the Maintenance Obligation as to any additional private utilities, drainage facilities, and other improvements benefitting the Owners that are not described herein but that are installed in those portions of the Land other than the Cluster Area, Golf Course or Club House, unless the owner of the portion of the Land within which they are located elects to have such Maintenance Obligation.

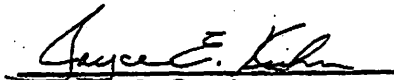
**Section 9. Exercise of Easement Rights.** In exercising easement rights created pursuant to this Amended Agreement, easement holders shall endeavor not to interfere with the rights of others in the land subject to any such easement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

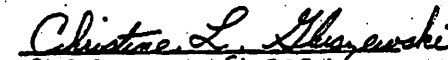
WITNESSED BY:

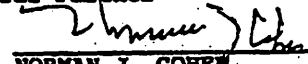
DECLARANT:

COPPERWOOD CREEK LIMITED PARTNERSHIP, a Michigan Limited Partnership

  
JOYCE E. KUHN

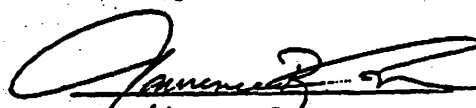
BY: COPPERWOOD ASSOCIATES, INC., a Michigan Corporation, General Partner

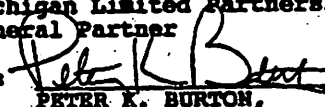
  
CHRISTINE L. GLUSZEWSKI

BY:   
NORMAN J. COHEN  
Its: President

  
JEFFREY D. LETOURNEAU

BY: FARMINGTON CUSTOM BUILDERS LIMITED PARTNERSHIP, a Michigan Limited Partnership, General Partner

  
LAWRENCE R. GROSS

BY:   
PETER K. BURTON,  
General Partner of  
Farmington Custom  
Builders Limited  
Partnership





Drafted by:

Cheryl K. Scott  
SEYBURN, KAHN, GINN, BESS,  
HOWARD AND HARNISCH, P.C.  
2000 Town Center, Suite 1500  
Southfield, MI 48075-1195  
(313) 353-7620

When recorded return to:

Kathy Dornan  
City of Farmington Hills  
3155 Eleven Mile Road  
Farmington Hills, MI 48018



# Giffels-Webster Engineers, Inc.

CONSULTING ENGINEERS, LAND SURVEYORS AND PLANNERS

2871 Bond Street • P.O. Box 57004 • Auburn Hills, Michigan 48057 • (313) 852-3100

#9138/US4

CHARLES MEGUN, P.E., R.L.S.  
PRESIDENT  
EDWARD A. SALTER, P.E.  
VICE PRESIDENT & TREASURER  
ESTOL L. SWEN, P.E.  
SECRETARY  
DAVID PAWLACYK, R.L.S.  
VICE PRESIDENT  
KEITH S. MAYER, P.E.  
VICE PRESIDENT  
ROBERT D. KOHN, R.L.S.  
VICE PRESIDENT

ASSOCIATES  
PAUL J. BOOMER  
WHITNEY CLARKMAN, P.E., R.L.S.  
WALTER KARNER  
MICHAEL A. RAYOTTE  
MICHAEL G. POLMEAR  
GREGORY E. SMITH, P. L. R.L.S.

MAY 18, 1987

## LEGAL DESCRIPTION

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., 918.22 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' 04" 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


EXB.A - a1

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MAY 18, 1987  
PAGE 2

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.

SUBJECT TO THE RIGHTS OF THE PUBLIC IN TWELVE MILE ROAD,  
THIRTEEN MILE ROAD AND HALSTEAD ROAD.

ALSO SUBJECT TO ANY OTHER EASEMENTS, RESTRICTIONS OR RIGHTS-OF-  
WAY, RECORDED OR OTHERWISE.

  
ROBERT D. KOHN, R.L.S. #26459

RDK/jc

EXB. A p. 2

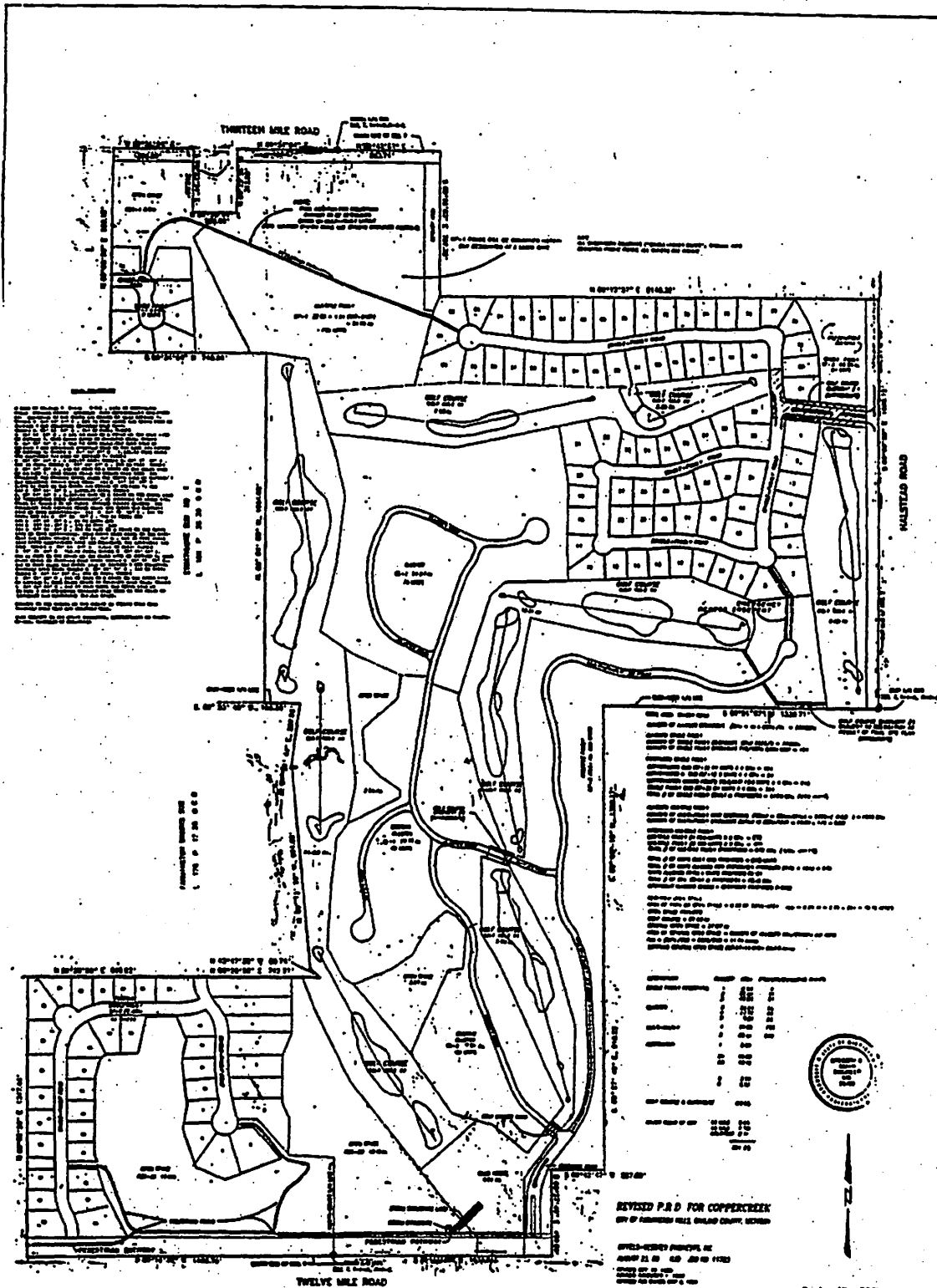
PUBLIC WALKWAY OVER REC 2A

Land located in the City of Farmington Hills, Oakland County, Michigan, to wit:

A PART OF THE SOUTHWEST 1/4 OF SECTION 7, T-1-N., R-9-E., CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER; THENCE N. 00° 00' 25" W., 90.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF TWELVE MILE ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG SAID LINE S. 89° 16' 33" W., 988.68 FEET; THENCE N. 69° 59' 09" E., 42.38 FEET; THENCE N. 89° 16' 33" E., 948.68 FEET; THENCE S. 00° 43' 27" E., 14.00 FEET TO THE POINT OF BEGINNING.

EX 2 B-1



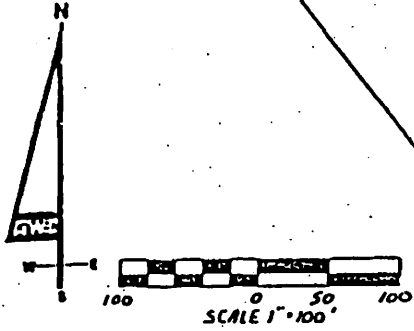


**REVISED P.R.D. FOR COPPERCREEK**

	<p><b>A PART OF</b>  <b>SECTION 7, T-1-N, R-9-E.</b>  <b>CITY OF FARMINGTON HILLS,</b>  <b>OAKLAND CO., MICHIGAN</b></p>		<p><b>Office: Webster Engineers, Inc.</b>          10000 E. 14th Ave., Suite 200          Farmington Hills, Michigan 48334          Phone: (248) 851-1100          Fax: (248) 851-1101</p>	<p><b>NO. 10000</b>          DATE: 11/11/00          BY: J. W. CAD          CHECKED: J. W. CAD          TITLE: P.R.D. FOR COPPERCREEK</p>	<p><b>NO. 10000</b>          DATE: 11/11/00          BY: J. W. CAD          CHECKED: J. W. CAD          TITLE: P.R.D. FOR COPPERCREEK</p>	<p><b>NO. 10000</b>          DATE: 11/11/00          BY: J. W. CAD          CHECKED: J. W. CAD          TITLE: P.R.D. FOR COPPERCREEK</p>	<p><b>NO. 10000</b>          DATE: 11/11/00          BY: J. W. CAD          CHECKED: J. W. CAD          TITLE: P.R.D. FOR COPPERCREEK</p>
	<p>NO. 10000</p>						

# STORM STRUCTURE LAND

A PART OF THE S.W. 1/4 OF  
 SEC. 7, T. 1 N., R. 9 E.  
 CITY OF FARMINGTON HILLS,  
 OAKLAND CO., MICH.



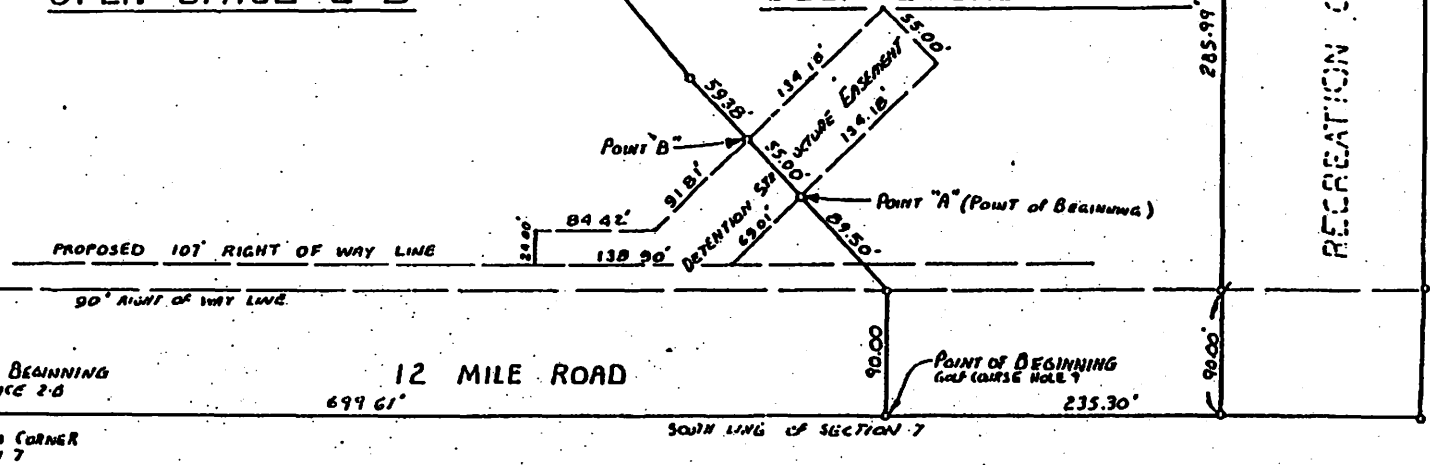
217.12'

OPEN SPACE 2-A  
 COPPERWOOD SUB.  
 385.51'

NORTH 1/4 LINE SECTION 7

OPEN SPACE 2-B

GOLF COURSE HOLE 9



EXB. C P. 1

Giffels-Webster Engineers inc.

ENGINEERS - SURVEYORS - PLANNERS  
 2871 BOND STREET AUBURN HILLS MICHIGAN 4805  
 (313) 812-2122

DATE	3.10.88	SCALE	1"=100'
DESIGN	TSM	REV	D.G.D. 13:29
SHEET	1	OF	3
PROJECT	GWE 11793		

DESCRIPTION  
EASEMENT FOR SEELEY DRAIN DETENTION STRUCTURE

OVER PARTS OF THE ABOVE DESCRIBED "GOLF COURSE HOLE 9" AND "OPEN SPACE 2-B" PARCELS, SAID EASEMENT 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: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 7; THENCE N. 89° 42' 47" E., 699.61 FEET ALONG THE SOUTH LINE OF SAID SECTION 7 TO A POINT ON THE LINE COMMON TO THE ABOVE MENTIONED PARCELS; THENCE THE FOLLOWING TWO COURSES ALONG SAID LINE: (1) N. 00° 17' 13" W., 90.00 FEET, AND (2) N. 44° 00' 00" W., 89.50 FEET TO THE ABOVE MENTIONED POINT "A" AND THE POINT OF BEGINNING; THENCE S. 46° 00' 00" W., 69.01 FEET TO A POINT ON THE PROPOSED 107 FOOT RIGHT-OF-WAY LINE OF TWELVE MILE ROAD; THENCE ALONG SAID LINE S. 89° 42' 47" W., 138.90 FEET; THENCE N. 00° 19' 13" W., 24.00 FEET; THENCE N. 89° 42' 47" E., 84.42 FEET; THENCE N. 46° 00' 00" E., 91.81 FEET TO THE ABOVE MENTIONED POINT "B"; THENCE CONTINUING N. 46° 00' 00" E., 134.18 FEET; THENCE S. 44° 00' 00" E., 55.00 FEET; THENCE S. 46° 00' 00" W., 134.18 FEET TO THE POINT OF BEGINNING.

EXB. C P.2

**Giffels-Webster**  
ENGINEERS

#11785/US50/leg115(1)

APRIL 4, 1989

DESCRIPTION

COPPERCREEK ENTRANCE ROAD

A PART OF THE SOUTHEAST 1/4 OF SECTION 7, T-1-N., R-9-E., CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 7; THENCE N. 89° 42' 47" E., 1,074.91 FEET ALONG THE SOUTH LINE OF SAID SECTION 7 (TWELVE MILE ROAD); THENCE N. 00° 27' 49" W., 107.00 FEET TO THE POINT OF BEGINNING ON THE NORTH RIGHT-OF-WAY LINE OF TWELVE MILE ROAD; THENCE S. 89° 42' 47" W., 139.67 FEET ALONG SAID LINE; THENCE N. 00° 17' 12" W., 268.99 FEET; THENCE N. 38° 00' 00" E., 247.93 FEET; THENCE N. 52° 00' 00" W., 60.00 FEET TO A POINT ON THE SOUTHERLY LINE OF COPPERCREEK MANOR HOMES; THENCE N. 38° 00' 00" E., 60.00 FEET AND FOLLOWING SAID SOUTHERLY LINE OF COPPERCREEK MANOR HOMES; THENCE S. 52° 00' 00" E., 60.00 FEET; THENCE N. 38° 00' 00" E., 35.03 FEET; THENCE S. 52° 55' 30" E., 54.11 FEET; THENCE S. 37° 04' 30" W., 192.73 FEET; THENCE S. 00° 27' 49" E., 352.21 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.42 ACRES, EXCEPTING, HOWEVER, THAT PARCEL KNOWN AS THE "GOLF COURSE ROAD" AND DESCRIBED ON EXHIBIT E TO THIS AMENDED AGREEMENT. SUBJECT TO ANY EASEMENT, RESTRICTIONS OR RIGHT-OF-WAY, RECORDED OR OTHERWISE.

ALSO SUBJECT TO ANY UTILITY EASEMENTS REQUIRED FOR FUTURE DEVELOPMENT.

  
ROBERT D. KOHN, R.L.S. #26459

RDK/kh

EXB. D

**Giffels-Webster**  
ENGINEERS

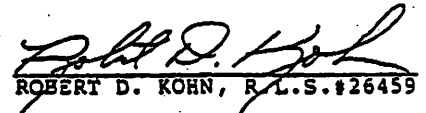
#11788/US5/LEG115  
MAY 24, 1989

LEGAL DESCRIPTION

GOLF COURSE ROAD

(BETWEEN CLUBHOUSE AND HOLE #1)

A PART OF THE SOUTHEAST 1/4 OF SECTION 7, T-1-N.; R-9-E., CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 7, THENCE ALONG THE NORTH - SOUTH 1/4 LINE OF SAID SECTION 7, N. 00° 00' 25" W., 107.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF TWELVE MILE ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE N. 89° 42' 47" E., 934.39 FEET; THENCE N. 00° 17' 12" W., 286.99 FEET; THENCE N. 38° 00' 00" E., 247.98 FEET TO THE POINT OF BEGINNING; THENCE N. 52° 00' 00" W., 60.00 FEET; THENCE N. 38° 00' 00" E., 60.00 FEET; THENCE S. 52° 00' 00" E., 60.00 FEET; THENCE S. 38° 00' 00" W., 60.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.08 ACRES.

  
ROBERT D. KOHN, R.L.S.#26459

RDK/PAW

EXB. E



**Giffels-Webster**  
ENGINEERS

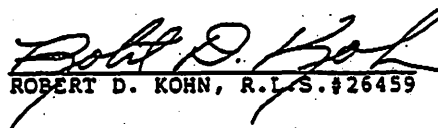
#11788/#11794/USS/LEG115  
MAY 24, 1989

LEGAL DESCRIPTION

GOLF COURSE EASEMENT #1

(BETWEEN HOLES #4 AND #5)

A PART OF THE NORTHEAST 1/4 OF SECTION 7, T-1-N., R-9-E., CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 7; THENCE N. 00° 00' 58" W., 1,305.32 FEET ALONG THE EAST LINE OF SAID SECTION 7 (HALSTEAD ROAD); THENCE S. 89° 59' 02" W., 60.00 FEET; THENCE ON A CURVE TO THE RIGHT 126.01 FEET, SAID CURVE HAVING A RADIUS OF 300.00 FEET, CENTRAL ANGLE OF 24° 04' 00" AND A LONG CHORD BEARING OF N. 77° 58' 58" W., 125.09 FEET TO THE POINT OF BEGINNING; THENCE N. 65° 56' 58" W., 78.40 FEET; THENCE ON A CURVE TO THE LEFT 88.61 FEET, SAID CURVE HAVING A RADIUS OF 200.00 FEET; CENTRAL ANGLE OF 25° 23' 09" AND A LONG CHORD BEARING OF N. 78° 38' 32" W., 87.89 FEET; THENCE S. 88° 39' 53" W., 124.04 FEET; THENCE N. 89° 17' 45" W., 60.00 FEET; THENCE ON A CURVE TO THE LEFT 98.69 FEET, SAID CURVE HAVING A RADIUS OF 1,345.00 FEET, CENTRAL ANGLE OF 04° 12' 15" AND A LONG CHORD BEARING OF N. 01° 23' 52" W., 98.67 FEET; THENCE N. 03° 30' 00" W., 135.05 FEET; THENCE N. 86° 30' 00" E., 60.00 FEET; THENCE S. 03° 29' 55" E., 138.13 FEET; THENCE N. 88° 39' 53" E., 124.04 FEET; THENCE ON A CURVE TO THE RIGHT 132.92 FEET, SAID CURVE HAVING A RADIUS OF 300.00 FEET, CENTRAL ANGLE OF 25° 23' 09" AND A LONG CHORD BEARING OF S. 78° 38' 32" E., 131.84 FEET; THENCE S. 65° 56' 58" E., 78.40 FEET; THENCE S. 24° 03' 02" W., 100.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.04 ACRES.

  
ROBERT D. KOHN, R.L.S. #26459

RDK/PAW

EXB. F

**Giffels-Webster**  
ENGINEERS


#11788/#11794/US5/LEG115  
MAY 24, 1989

LEGAL DESCRIPTION

GOLF COURSE EASEMENT #2

(BETWEEN HOLES #1 AND # 2)

A PART OF THE SOUTHEAST 1/4 OF SECTION 7, T-1-N., R-9-E., CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 7; THENCE N. 00° 00' 25" W., 107.00 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 7 TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF TWELVE MILE ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE N. 89° 42' 47" E., 934.39 FEET; THENCE N. 00° 17' 12" W., 268.99 FEET; THENCE N. 38° 00' 00" E., 399.69 FEET; THENCE N. 00° 58' 00" E., 421.84 FEET; THENCE N. 46° 40' 00" W., 108.26 FEET; THENCE N. 05° 10' 00" W., 298.75 FEET; THENCE N. 29° 20' 00" W., 455.41 FEET; THENCE N. 72° 02' 00" W., 3.84 FEET TO THE POINT OF BEGINNING; THENCE N. 72° 02' 00" W., 30.00 FEET; THENCE N. 17° 58' 00" E., 60.00 FEET; THENCE S. 72° 02' 00" E., 30.00 FEET; THENCE S. 17° 58' 00" W., 60.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.04 ACRES.

  
ROBERT D. KOHN, R.L.S.#26459

RDK/PAW

EXB. G

**Giffels-Webster**  
ENGINEERS


#11788/US5/LEG115  
MAY 24, 1989

LEGAL DESCRIPTION

GOLF COURSE EASEMENT #3

(BETWEEN GOLF HOLES #3 AND #4)

A PART OF THE NORTHEAST 1/4 OF SECTION 7, T-1-N., R-9-E., CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 7; THENCE ALONG THE EAST - WEST 1/4 LINE OF SAID SECTION 7, S. 89° 51' 07" W., 255.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST - WEST 1/4 LINE OF SECTION 7, S. 89° 51' 07" W., 161.21 FEET; THENCE N. 40° 00' 00" W., 347.50 FEET; THENCE N. 20° 00' 00" E., 11.55 FEET; THENCE S. 40° 00' 00" E., 348.60 FEET; THENCE N. 89° 51' 07" E., 155.17 FEET; THENCE S. 07° 56' 12" E., 10.10 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.12 ACRES.

  
ROBERT D. KOHN, R.L.S.#26459

RDK/PAW

EXB. H

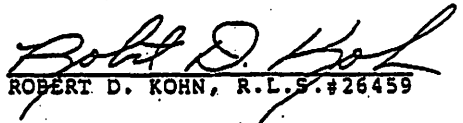
#11788/US5/LEG115  
MAY 24, 1989

LEGAL DESCRIPTION

EMERGENCY ACCESS EASEMENT (MF-5)

(FROM COPPERWOOD EAST INTO MULTI-FAMILY)

A PART OF THE NORTHEAST 1/4 OF SECTION 7, T-1-N., R-9-E., CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 7; THENCE ALONG THE EAST - WEST 1/4 LINE OF SAID SECTION 7, S. 89° 51' 07" W., 255.00 FEET; THENCE N. 07° 56' 12" W., 553.84 FEET; THENCE S. 82° 03' 48" W., 97.27 FEET TO THE POINT OF BEGINNING; THENCE S. 01° 24' 38" W., 215.56 FEET; THENCE N. 88° 35' 22" W., 21.48 FEET; THENCE N. 01° 24' 38" E., 212.02 FEET; THENCE N. 82° 03' 47" E., 21.77 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.10 ACRES.

  
ROBERT D. KOHN, R.L.S.#26459

RDK/PAW

EXB. I a)

**Giffels-Webster**  
ENGINEERS

#11794/USS/LEG115  
MAY 24, 1989

LEGAL DESCRIPTION

EMERGENCY ACCESS EASEMENT (BETWEEN LOTS 7 & 8)

(COPPERWOOD EAST)

A PART OF THE NORTHEAST 1/4 OF SECTION 7, T-1-N., R-9-E., CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 7; THENCE N. 00° 00' 58" W., 1,305.32 FEET ALONG THE EAST LINE OF SAID SECTION 7 (HALSTEAD ROAD); THENCE S. 89° 59' 02" W., 60.00 FEET; THENCE ALONG A CURVE TO THE RIGHT 126.01 FEET, SAID CURVE HAVING A RADIUS OF 300.00 FEET, CENTRAL ANGLE OF 24° 04' 00" AND A LONG CHORD BEARING OF N. 77° 58' 58" W., 125.09 FEET; THENCE N. 65° 56' 58" W., 78.40 FEET; THENCE ON A CURVE TO THE LEFT 34.69 FEET, SAID CURVE HAVING A RADIUS OF 200.00 FEET, CENTRAL ANGLE OF 09° 56' 19" AND A LONG CHORD BEARING OF N. 70° 55' 08" W., 34.65 FEET; THENCE S. 09° 30' 00" W., 527.78 FEET; THENCE S. 07° 56' 12" E., 309.17 FEET; THENCE S. 82° 03' 48" W., 97.27 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG S. 82° 03' 48" W., 21.77 FEET; THENCE N. 31° 13' 13" W., 180.22 FEET; THENCE ON A CURVE TO THE LEFT 20.39 FEET, SAID CURVE HAVING A RADIUS OF 60.00 FEET, CENTRAL ANGLE OF 19° 28' 16" AND A LONG CHORD BEARING OF N. 49° 02' 39" E., 20.29 FEET; THENCE S. 31° 13' 13" E., 192.26 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.09 ACRES.

  
ROBERT D. KOHN, R.L.S.#26459

RDK/PAW

EXB. I p.2

**COPY**  
**REGISTER OF DEEDS**  
**COUNTY OF OAKLAND**

AMENDMENT TO COPPER CREEK  
AGREEMENT FOR PLANNED RESIDENTIAL DEVELOPMENT

THIS AMENDMENT TO COPPER CREEK AGREEMENT FOR PLANNED RESIDENTIAL DEVELOPMENT ("Amended Agreement") is made this 6th day of December, 1989, by and between THE CITY OF FARMINGTON HILLS ("City"), a Michigan municipal corporation, whose address is 31555 Eleven Mile Road, Farmington Hills, Michigan 48018, and COPPERWOOD CREEK LIMITED PARTNERSHIP ("Declarant," which term shall include any successor of Declarant to whom Declarant specifically transfers any of Declarant's rights and/or obligations hereunder), a Michigan limited partnership, whose address is 2025 West Long Lake Road, Suite 104, Troy, Michigan 48098.

DEFINITIONS

Listed below are the capitalized terms used herein and the location herein of the definition for each such term:

- Additional Assessments - Article VI, Section 1, Paragraph B
- Additional Improvements - Article II, Section 1, Paragraph B
- Agreement - Introduction, First Paragraph
- Amended Agreement - Preamble
- Annual Assessments - Article VI, Section 1, Paragraph A
- Article V - Introduction, First Paragraph
- Assessment - Article VI, Section 1, Paragraph D
- Association Members - Article I, Paragraph B
- Board - Article I, Paragraph D
- City - Preamble
- City Council - Introduction, First Paragraph
- CL-2 Area - Introduction, Subparagraph (b)
- CL-4 Area - Introduction, Subparagraph (b)
- CL-5 Area - Introduction, Subparagraph (b)
- Club House - Introduction, Subparagraph (d)
- Cluster Area - Introduction, Subparagraph (b)
- Cluster Owners - Article IV, Section 2, Paragraph A(i)
- Cluster Roads - Introduction, Subparagraph (h)
- Cluster Units - Introduction, Subparagraph (b)
- Community Association - Article I, Paragraph A
- Condo Act - Introduction, Subparagraph (b)
- Condominium Units - Introduction, Subparagraph (b)
- Declarant - Preamble
- Emergency Access Easement - Article IV, Section 2, Paragraph B
- Entranceway Monuments - Article IV, Section 1, Paragraph B(ii)
- Entrance Road - Introduction, Subparagraph (h)
- Gates - Article IV, Section 3, Paragraph A
- Gatehouse - Article IV, Section 3, Paragraph A
- Golf Course - Introduction, Subparagraph (d)
- Golf Course Easement No. 1 - Article III, Section 4, Paragraph A
- Golf Course Easement No. 2 - Article III, Section 4, Paragraph B
- Golf Course Easement No. 3 - Article III, Section 4, Paragraph C
- Golf Course Operator - Article III, Section 1
- Golf Course Road - Introduction, Subparagraph (h)
- Land - Introduction, First Paragraph
- Lien - Article VI, Section 1, Paragraph D
- Lots - Introduction, Subparagraph (a)
- Maintenance Obligation - Article II, Section 4, Paragraph C
- Major Interest Holder - Article II, Section 4, Paragraph A(i)
- Members - Article III, Section 3, Paragraph A
- Membership Basis - Article III, Section 3, Paragraph A
- MF-1 Area - Introduction, Subparagraph (c)
- MF-1 Owners - Article IV, Section 2, Paragraph A(iii)
- MF-1 Roads - Introduction, Subparagraph (h)
- MF-5 Area - Introduction, Subparagraph (c)
- MF-5 Owners - Article IV, Section 2, Paragraph A(i)
- MF-5 Roads - Introduction, Subparagraph (h)
- Multiple Family Area - Introduction, Subparagraph (c)
- Multi-Family Units - Introduction, Subparagraph (c)
- Open Space - Introduction, Subparagraph (e)
- Original Improvements - Article II, Section 1, Paragraph B

89 OCT 21 AM 5:3

Owners - Article I, Paragraph B  
 Parcel - Article I, Paragraph B  
 Pedestrian Pathways - Introduction, Subparagraph (f)  
 Pedestrian Purposes - Article II, Section 2, Paragraph B  
 Plan - Introduction, Second Paragraph  
 Residential Units - Introduction, Final Paragraph  
 Residents - Article III, Section 1  
 Retention Basin - Introduction, Subparagraph (g)  
 Road Assessments - Article VI, Section 1  
 Road Purposes - Article IV, Section 1, Paragraph B  
 Road System - Introduction, Subparagraph (h)  
 SF-1 Area - Introduction, Subparagraph (a)  
 SF-2 Area - Introduction, Subparagraph (a)  
 SF-3 Area - Introduction, Subparagraph (a)  
 Single Family Area - Introduction, Subparagraph (a)  
 Single Family Monuments - Article IV, Section 1, Paragraph A  
 Single Family Units - Introduction, Subparagraph (a)  
 Special Assessments - Article VI, Section 1, Paragraph C  
 Storm Structure - Introduction, Subparagraph (g)  
 Storm Structure Agreement - Introduction, Subparagraph (g)  
 Storm Structure Land - Introduction, Subparagraph (g)  
 Storm System - Introduction, Subparagraph (g)  
 Subdivision Act - Introduction, Subparagraph (a)

#### INTRODUCTION

Declarant owns or is purchasing under land contract certain land ("Land") located in the City and described on Exhibit A attached. Declarant desires to develop the Land for a mixture of types of residential uses in accordance with Article V, Sections 60.500 through 60.509 inclusive of the City Zoning Ordinance ("Article V"). Accordingly, Declarant submitted to the city council of the City ("City Council") a proposed plan for developing the Land in compliance with Article V, and the City Council approved same. Because Article V requires the developer and City to enter into a contract to ensure proper improvement, maintenance, and government of the Land, Declarant and the City entered into the Copper Creek Agreement for Planned Residential Development ("Agreement"). The Agreement was recorded August 25, 1988 in Liber 10561, Page 237-289, Oakland County Records. Article IX, Section 7 of the Agreement permits amendment of the plan and the Agreement.

Thereafter, desiring to make certain revisions to the plan, Declarant submitted to and the City Council approved a revised plan ("Plan") for development of the Land in accordance with Article V. A copy of the Plan is attached as Exhibit B. It shows that the Land will be developed to include:

(a) three single family residential subdivisions platted in accordance with the Subdivision Control Act, MCLA 560.101 et. seq. ("Subdivision Act") and identified on the Plan as "SF-1," "SF-2," and "SF-3" (individually, "SF-1 Area," "SF-2 Area," and "SF-3 Area," and collectively "Single Family Area"). The platted lots ("Lots") and any proposed lots (as shown on the Plan) within the SF-1 Area, SF-2 Area, and SF-3 Area shall hereinafter be referred to as "Single Family Units," and the number of Single Family Units in each such Area shall be as follows: 6 for the SF-1 Area, 41 for the SF-2 Area, and 81 for the SF-3 Area or such lesser number of Lots as exist when final plats have been recorded for the SF-1 Area, SF-2 Area, and SF-3 Area. For purposes of this Amended Agreement, the term "Lot" shall include the enlarged and/or diminished Lot resulting from property being attached to or detached from a Lot, and it shall also include the parcel resulting from the combination of two or more Lots or parts of Lots to create a single home site;

(b) those cluster housing developments within the areas identified on the Plan as "CL-2," "CL-4" and "CL-5"

(individually, "CL-2 Area," "CL-4 Area," and "CL-5 Area," and collectively, "Cluster Area"), which Cluster Area will be developed into several condominium developments in accordance with the Michigan Condominium Act, MCLA 559.101 et. seq. ("Condo Act"); the condominium units established pursuant to recorded Master Deeds ("Condominium Units") for the Cluster Area and the condominium units proposed for the Cluster Area shall hereinafter be referred to as "Cluster Units," and the number of Cluster Units in each such Area shall be as follows: 76 in the CL-2 Area, 49 in the CL-4 Area, and 29 in the CL-5 Area or such lesser number of Condominium Units as actually exist in each such Area when all land contained therein is part of one or more condominiums established pursuant to Master Deed(s);

(c) those multiple-family housing developments within the areas identified on the Plan as "MF-1" and "MF-5" (individually, "MF-1 Area" and "MF-5 Area," and collectively, "Multiple Family Area"), which Multiple Family Area may, in whole or part, be developed as or converted into condominiums in accordance with the Condo Act or, if the owner elects, developed into housing to be leased or sold; the existing and proposed residential units and Condominium Units in said Multiple Family Area shall hereinafter be referred to as "Multi-Family Units," and the number of Multi-Family Units shall be 136 in the MF-1 Area and 200 in the MF-5 Area or such lesser number of residential units and Condominium Units as actually exist in each such Area when all land contained therein either is established as one or more condominiums pursuant to Master Deed(s) or is otherwise fully developed;

(d) a 9 hole golf course as depicted on the Plan ("Golf Course") which may include a clubhouse ("Club House");

(e) five separate open space areas identified on the Plan as "REC-1 5.8Ac.," "REC-2A 15.0Ac.," "REC-2B 10.51Ac.," "Open Space 2.55Ac.," and "Open Space 3.57Ac." (collectively, "Open Space");

(f) certain pedestrian walkways installed in accordance with City requirements and labeled on the Plan as "Pedestrian Paths" or "Pedestrian Pathway" (collectively, "Pedestrian Pathways");

(g) a storm water control structure ("Storm Structure") constructed in accordance with the Copper Creek Development Storm Water Control Facility Maintenance Agreement, recorded in Liber 10561, Pages 290 through 301, Oakland County Records ("Storm Structure Agreement") and located on the land described on Exhibit C attached ("Storm Structure Land"); a private storm system ("Storm System") installed in various portions of the Land; and a retention basin labeled on the Plan as "Retention Basin" and serving the SF-3 Area as well as certain property located outside of the Land ("Retention Basin"); and

(h) a road system ("Road System") consisting of: (i) roads in the Single Family Area, each as identified on the Plan as "Single-Family Road" (collectively, "Single Family Roads"); (ii) roads in the Cluster Area as established pursuant to City requirements and described in the master deeds for the CL-2 Area, CL-4 Area, and CL-5 Area, each labeled on the Plan as "Cluster Road" and collectively referred to herein as "Cluster Roads"; (iii) roads in the MF-1 Area as established pursuant to City requirements (collectively, "MF-1 Roads"); (iv) roads in the MF-5 Area as established pursuant to City requirements, each labeled on the Plan as "Multi-Family #5 Road" or "M-F #5 Road" (collectively, "MF-5 Roads"); (v) a road as described on Exhibit D attached, which intersects 12 Mile Road at the south of the Land and is labeled on the Plan and herein referred to as "Entrance Road;" and (vi) a road as described on Exhibit E



attached, which crosses the Golf Course and connects the Cluster Roads to the Entrance Road and is labeled on the Plan and herein referred to as "Golf Course Road."

Declarant and the City anticipate that there will be a maximum of six hundred eighteen (618) residential units ("Residential Units") on the Land when fully developed, it being understood, however, that, in the event a lesser number of residential units is constructed, the term "Residential Units" shall refer to that lesser number. Declarant and the City now desire to amend the Agreement to make it consistent with the Plan and to specify the rights and responsibilities pertaining to the improvement, maintenance, and government of the Land.

#### AGREEMENT

NOW THEREFORE, in consideration of the approval by the City of the Plan and the recitals and covenants herein contained, Declarant and the City agree as follows:

#### ARTICLE I

#### COMMUNITY ASSOCIATION

A. On or before sixty (60) days from the date of recording this Amended Agreement with the Oakland County Register of Deeds, a community association ("Community Association," which term shall include its successors and assigns) shall be incorporated as a Michigan non-profit corporation.

B. The members ("Association Members") of the Community Association shall be the following (collectively, "Owners"): (i) the owner of each parcel of land ("Parcel") within the Single Family Area, Cluster Area, and Multiple Family Area that is neither platted in accordance with the Subdivision Act nor covered by a master deed recorded pursuant to the Condo Act; (ii) the owner of each Lot; and (iii) the owner of each Condominium Unit. For purposes of this Amended Agreement, if more than one person is the record owner of a Parcel, Lot, or Condominium Unit, all such record owners shall together be deemed the single "Owner" of same. Notwithstanding the foregoing, if the Parcel, Lot, or Condominium Unit is being sold on land contract, the land contract vendee shall be deemed the "Owner," unless Declarant is the land contract vendor and elects in writing to be deemed the "Owner". Membership in the Community Association shall be appurtenant to and may not be separated from ownership of any Lot, Condominium Unit or Parcel, provided, however, that so long as Declarant owns all or any part of the Land, Declarant shall also be an Association Member, unless Declarant elects otherwise by written notice to the Community Association. Additionally, the number of Single Family Units, Multi-Family Units, or Cluster Units (whichever is applicable) within any undeveloped Parcel or portion thereof shall be that number specified in a contractual agreement between Declarant and the person purchasing the applicable Parcel from Declarant provided that said number does not exceed the number permitted by the Plan.

C. The voting rights in the Community Association shall be as follows: Each Association Member shall be entitled to one vote for each Single Family Unit, Cluster Unit, or Multi-Family Unit of which he is the Owner. In addition to any other voting rights of Declarant, Declarant shall be entitled to six (6) votes for each one acre of the Land (excluding the Road System) that is owned by Declarant and located outside of the Single Family Area, Cluster Area, and Multiple Family Area. In the event that the Owner consists of more than one person, the eldest among such persons shall be entitled to cast the vote of said Owner unless all such persons designate otherwise by written notice to the Community Association.

D. The right to manage the affairs of the Community Association shall be exclusively vested in its Board of Directors ("Board"). The Declarant (as represented by one or more individuals selected by Declarant) shall be the sole Director and shall be the sole Association Member having voting rights until each of the following events has occurred (any one or more of which may be waived in whole or part by Declarant in its sole discretion): (i) ninety (90%) percent of the Single Family Units have been conveyed to Owners other than Declarant and builders, developers and real estate companies who own or hold any Single Family Units for resale in the ordinary course of business, and single family dwellings have been fully constructed thereon; (ii) ninety (90%) percent of the Cluster Units have been conveyed to Owners other than Declarant and builders, developers and real estate companies who own or hold any Cluster Units for resale in the ordinary course of business, and residential dwellings have been fully constructed thereon; and (iii) ninety (90%) percent of the Multiple Family Area has been conveyed to Owners other than Declarant and builders, developers, and real estate companies who own or hold any Multi-Family Units therein for resale in the ordinary course of business, and Multi-Family Units or other residential dwellings have been fully constructed thereon. Notwithstanding the foregoing, the Declarant, in its sole discretion, shall be entitled to withdraw as the sole director and sole Association Member having voting rights at any time prior to the occurrence of any or all of the above-described events; thereafter, the Board of Directors shall consist of five (5) Association Members who shall be elected by the Association Members in accordance with the provisions of the Articles of Incorporation and By-Laws of the Community Association.

## ARTICLE II

### OPEN SPACE, PEDESTRIAN PATHWAYS, STORM STRUCTURE, RETENTION BASIN, STORM SYSTEM

#### Section 1. OPEN SPACE.

A. The Open Space shall all be used exclusively for recreational purposes as described in Subparagraph D. below. The Open Space shall all be conveyed to the Community Association as follows: Prior to each issuance of building permits for the Land, Declarant shall convey to the Community Association such portion of the Open Space as Declarant elects, provided that such portion is not less than that percentage of the Open Space calculated by dividing the number of building permits then requested by the anticipated total number of Residential Units (which number is currently 618).

B. For purposes of this Amended Agreement, the term "Open Space" shall include: (i) The Pedestrian Pathways located in the Open Space; (ii) the improvements to the Open Space that are installed pursuant to the final Open Space Plan(s) approved by the City in connection with the final site plan(s) or plat approval(s) for the Land pursuant to Section 60.506 of Article V ("Original Improvements," which term shall include all replacements thereof); and (iii) all other improvements made to the Open Space in accordance with the ordinances of the City ("Additional Improvements"). "Open Space" shall not, however, include the Storm Structure or Storm Structure Land.

C. The Community Association shall have the Maintenance Obligation (as defined in Section 4.C. below) as to the Open Space.

D. The Open Space may be used as determined by the Community Association for paths, walks, recreation, hiking, nature study, picnicking, foot bridges, or other such activities,

provided, however, that any Pedestrian Pathways within the Open Space shall be used solely for Pedestrian Purposes (as defined in Section 2.B. below). 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 not be constructed in the Open Space unless such construction is first approved by two-thirds (2/3) of the votes of the Association Members voting in person or by proxy at a meeting duly called for said purpose. Any such construction shall be in accordance with the applicable ordinances of the City and all other applicable governmental requirements. All Owners shall have an equal right to use all portions of the Open Space and all Original Improvements and, upon payment of the applicable admission or other fees, all Additional Improvements.

E. The Owners are all hereby granted a nonexclusive appurtenant easement, in common with each other, to use and enjoy the Open Space as specified in Section 1.D. above, subject to the provisions of Section 4 below and the right of the Community Association to set rules and regulations (including limitations on the number of guests) for the use of the Open Space and to establish admission and other fees for the use of any Additional Improvements, provided that any such rules and regulations and admission and other fees are uniform for all Owners.

## Section 2. PEDESTRIAN PATHWAYS.

A. The Pedestrian Pathways located outside of the Open Space shall be owned by the owner of the portion of the Land in which they are located, provided, however, that those Pedestrian Pathways located in the Single Family Area shall be conveyed to the Community Association following recording in the records of Oakland County of the plat for the subdivision in which such Pedestrian Pathways are located.

B. The Pedestrian Pathways shall be used exclusively for walking, jogging, hiking and nonmotorized biking purposes (collectively, "Pedestrian Purposes"), and the Community Association shall have the Maintenance Obligation as to the Pedestrian Pathways, including, without limitation of the foregoing, the portions thereof described on Exhibit B(1) and the portions thereof shown on the Plan as being within Open Space Rec 2-B and the Club House land but which are actually located within the right of way for Twelve Mile Road.

C. The Community Association is hereby granted a nonexclusive appurtenant easement to use all portions of the Pedestrian Pathways that are not owned by it for purposes of fulfilling the Maintenance Obligation as to the Pedestrian Pathways.

D. The Owners are hereby granted a nonexclusive appurtenant easement, in common with each other, to use the Pedestrian Pathways for Pedestrian Purposes, subject to the provisions of Section 4 below and the right of the Community Association to set rules and regulations for the use of the Pedestrian Pathways that are uniform for all Owners.

E. If the City so elects, the portion of the Pedestrian Pathways described on Exhibit B1 shall be subject to an easement for use by the public.

~~CONFIDENTIAL~~

A. Storm Structure. The Storm Structure and that portion of the Storm Structure Land located outside of the Golf Course shall be conveyed to the Community Association on or

before five (5) years from the date hereof. Coincident therewith, Declarant's obligations under the Storm Structure Agreement shall be assigned to the Community Association. The Community Association shall thereafter be deemed the "Owner" under Paragraph 1 of the Storm Structure Agreement, and the reference in Paragraph 8 of the Storm Structure Agreement to "Article VII, Section 2 of the PRD Agreement" shall be to Article VII, Section 2 of this Amended Agreement. The Community Association shall have the Maintenance Obligation as to the Storm Structure and shall perform said Maintenance Obligation in accordance with the Storm Structure Agreement and the requirements of the governmental agencies having jurisdiction of the Storm Structure. The Community Association is hereby granted a nonexclusive easement to enter all portions of the Storm Structure Land not owned by it for purposes of fulfilling the Maintenance Obligation as to the Storm Structure.

B. Storm System. The Storm System shall be owned and maintained by the owner of the portion of the Land in which it is located (excepting any portions of the Storm System located in the Golf Course, which shall be maintained by the Golf Course Operator), provided, however, that the Declarant may elect, in its sole discretion, on or before five (5) years from the date hereof, to convey to the Community Association all or any portions of the Storm System owned by Declarant and located outside of the Cluster Area and MF-1 Area. Coincident therewith the Community Association shall have the Maintenance Obligation as to the portions of the Storm System owned by it (excepting any portions located in the Golf Course, which shall be maintained by the Golf Course Operator) and shall be granted appropriate nonexclusive easements for purposes of obtaining access to and fulfilling said Maintenance Obligation.

C. Retention Basin. The Retention Basin shall be conveyed to the Community Association on or before five (5) years from the date hereof, provided that the subdivision plat for the SF-3 Area has been recorded in the records of Oakland County. Coincident with such conveyance, the Community Association shall have the Maintenance Obligation as to the Retention Basin.

#### Section 4. GENERAL PROVISIONS.

A. Limitation of Rights. The rights set forth in Sections 1, 2 and 3 above are subject to:

(1) the right of the owner of the Open Space, Pedestrian Pathways, Road System, Retention Basin, Storm System, Storm Structure and Storm Structure Land to dedicate or transfer all or part of same to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by said owner. Notwithstanding the foregoing, no such dedication or transfer shall be effective during such period as Declarant is a Major Interest Holder (meaning that Declarant has an ownership interest, including without limitation, the interest of a land contract vendor, in not less than ten (10) acres of the Land) unless Declarant first consents thereto. Additionally, no such dedication or transfer by the Community Association shall be effective unless agreed to in writing by three-fourths (3/4) of the Association Members and unless approved by the City, provided, however, that if Declarant is a Major Interest Holder, Declarant may make such dedication or transfer on behalf of the Community

Association without the agreement of any other Association Members if the City approves; and

(ii) the right of the Community Association to suspend the voting rights of any Owner and the Owner's right to use the Open Space and Pedestrian Pathways during such period as any assessment against any Lot, Condominium Unit or Parcel owned by said Owner remains unpaid or for a period not to exceed sixty (60) days for any infraction of the Community Association's published rules and regulations.

B. Delegation of Owners' Rights. All Owners may delegate their rights of use and enjoyment of the Open Space and Pedestrian Pathways to the members of the Owners' families, the Owners' guests, and the Owners' tenants, provided such delegation is in accordance with the Bylaws of the Community Association.

C. Maintenance Obligation. For purposes of this Amended Agreement, "Maintenance Obligation" shall mean the obligation to procure public liability and hazard insurance (for the full replacement value) for and to perform and pay all costs of the maintenance (including without limitation the mowing of lawns and controlling of weeds), repair, and replacement of and necessary additions to the applicable portion of the Land and/or improvements and, where used in reference to any portion of the Road System or Pedestrian Pathways, to perform and pay all costs of removing snow and ice therefrom.

D. Real Estate and Personal Property Taxes. The owner of the applicable portion of the Land and/or any improvement thereon shall be responsible for payment of the real and personal property taxes associated with ownership thereof, provided, however, that as to any tax that has been delinquent for six or more months, the Community Association or any person having easement rights in the applicable portion of the Land shall be entitled to pay said tax and obtain reimbursement for such payment from the owner responsible for same.

### ARTICLE III

#### GOLF COURSE

Section 1. Declarant shall be entitled to lease or sell the Golf Course and Club House to such person as Declarant elects, who shall be deemed the "Golf Course Operator". Declarant shall also be entitled, at any time (with the consent of the Community Association, which consent shall not be unreasonably withheld or delayed), to transfer to the Community Association such rights and obligations as Declarant has in regard to the Golf Course and/or Club House. The Golf Course Operator shall be responsible for the operation and maintenance of both the Golf Course and the Club House (which may include, subject to the approval of the City, a utility room, restrooms, a snack bar and/or restaurant, a pro shop, facilities for private parties, an office, a locker room and cart storage), and the Golf Course Operator shall be entitled, subject to the approval of the City, to obtain and maintain a liquor license in connection therewith. The Golf Course shall be used for the playing of the game of golf. The Golf Course also shall be aggregated with the Open Space to compute the total amount of park or open space required under Article V, Section 60.504.A.3. but shall not otherwise constitute Open Space.

Section 2. The Golf Course Operator shall construct the Golf Course and the Club House in accordance with a schedule

established by Declarant that contains requirements equal to or more stringent than those pertaining to construction of the Golf Course set forth in the September 28, 1987 Resolution of the City Council.

Section 3. All Owners and individuals residing in the Single Family Units, Cluster Units, and Multi-Family Units (collectively, "Residents") shall have the following rights in connection with the Golf Course and Club House:

A. The Golf Course Operator shall initially employ a non-membership basis for use of the Golf Course and Club House, thereby entitling both Residents and the public to use the Golf Course and Club House. The Golf Course Operator may elect, however, to employ a membership basis ("Membership Basis") for use of the Golf Course and/or Club House, provided that such election shall not be effective unless the Golf Course Operator has first obtained the written consent of Declarant. If a Membership Basis is used, members ("Members") may include individuals other than Residents. Residents who are not Members may, however, use the Golf Course upon paying the green fees and cart fees established by the Golf Course Operator.

B. If a Membership Basis is used, then each Resident shall have an equal right to become a member, and membership fees for Residents shall be no higher than membership fees for non-Residents.

C. Residents shall be entitled to use the Club House for luncheons and parties during the periods the Club House is open and available for business activity, provided they pay the fees required for such use.

D. Residents may not use the Golf Course in any manner that would interfere with use of the Golf Course for playing of the game of golf. Any right of entry to and use of the Golf Course and Club House as described in this Article III shall be subject to the rules promulgated by the Golf Course Operator and/or Declarant.

Section 4. The following nonexclusive appurtenant easements (all of which are to be maintained by the Golf Course Operator) are hereby granted to the Golf Course Owner and to the Residents and Members, if any, for use by them solely during such times as they are rightfully using the Golf Course in accordance with the rules applicable to such use and provided that the use of said easements does not interfere with such rights as others have in the land subject to said easements:

A. An easement in the location described on Exhibit F attached as said description may be amended pursuant hereto ("Golf Course Easement No. 1") solely for the purpose of obtaining access from Golf Course Hole #4 to Golf Course Hole #5 and vice versa, which easement shall automatically terminate in the event and to the extent that the easement area is dedicated as a public right-of-way.

B. An easement ("Golf Course Easement No. 2") to use that portion of the MF-5 Roads described on Exhibit G attached solely for the purpose of obtaining access from Golf Course Hole #1 to Golf Course Hole #2 and vice versa, provided, however, that said description may be amended by agreement of the Golf Course Operator, owner of the Golf Course and the owner of the portion of the MF-5 Area located between Golf Course Hole #1 and Golf Course Hole #2 without the consent of anyone else; and

C. An easement ("Golf Course Easement No. 3") solely for the purpose of obtaining access from Golf Course Hole No. 3 to Golf Course Hole No. 4 and vice versa in the location

described on Exhibit H attached, provided, however, that the owner of that portion of the Multiple Family Area lying between Golf Course Hole No. 3 and Golf Course Hole No. 4 shall be entitled to amend the description of said easement to relocate it to a position consistent with development of the MF-5 Area in accordance with an approved site plan for same.

#### ARTICLE IV

#### ROAD SYSTEM AND EMERGENCY ACCESS EASEMENT

#### Section 1. OWNERSHIP OF AND MAINTENANCE OBLIGATION AS TO ROAD SYSTEM.

A. The Single Family Roads shall all be dedicated to the use of and maintained by the public. Notwithstanding the foregoing, the Community Association shall have the Maintenance Obligation as to any landscaping and/or permanent signage installed in or adjacent to the right-of-way where any Single Family Road intersects Twelve Mile Road or Halstead Road ("Single Family Monuments") and as to any landscaping installed in any cul de sac or turn area within the Single Family Roads, all of which installation and maintenance shall be accomplished in accordance with the requirements of the City Code of the City. The Community Association shall have a nonexclusive appurtenant easement to enter the areas containing and immediately surrounding the Single Family Monuments for purposes of fulfilling said Maintenance Obligation.

B. The balance of the Road System shall be used exclusively for purposes of vehicular and pedestrian ingress and egress ("Road Purposes"), and shall be privately owned and maintained as follows:

(i) Whoever owns any Parcel containing any part of the Cluster Roads, MF-1 Roads, or MF-5 Roads shall own the portions of the Cluster Roads, MF-1 Roads, and MF-5 Roads located in said Parcel, and said owner shall have the Maintenance Obligation as to the portions of said Roads owned by it. Notwithstanding the foregoing, if a condominium project is established on any such Parcel pursuant to the Condo Act, any portions of such Roads located therein shall be owned as a common element by the Owners of the Condominium Units located therein, and the Condominium Association to which said Owners belong shall have the Maintenance Obligation as to the portions of said Roads. If the Community Association determines, however, that said Maintenance Obligation is not being fulfilled, or if the holder of the Maintenance Obligation desires the Community Association to fulfill same, the Community Association shall be entitled to fulfill same and obtain reimbursement for the costs thereof from whoever holds said Maintenance Obligation; and

(ii) Whoever owns any Parcel containing all or any part of the Golf Course Road or Entrance Road shall own the portions of the Golf Course Road and Entrance Road contained in said Parcel. The Community Association, however, shall have the Maintenance Obligation as to the Golf Course Road and Entrance Road as well as any landscaping and/or permanent signage located in or

*Pl. Ownership*

adjacent to the right-of-way of the Entrance Road where it intersects Twelve Mile Road ("Entranceway Monuments"). The Community Association shall have a nonexclusive appurtenant easement to enter the Golf Course Road, Entrance Road, and land containing and immediately surrounding the Entranceway Monuments for purposes of fulfilling said Maintenance Obligation.

**Section 2. EASEMENTS FOR USE OF ROAD SYSTEM.**

**A. The following nonexclusive appurtenant Easements for Road Purposes are hereby granted:**

(i) An easement to the Golf Course Operator, Residents, Members, if any, and patrons of the Golf Course and/or Club House for the use, in common with others, of the Entrance Road to obtain access to and from the Golf Course and Club House, and an easement to Declarant and to the Owners of the Multi-Family Units located in the MF-5 Area ("MF-5 Owners," which term shall include their families, tenants, guests, and invitees) and the Owners of the Cluster Units ("Cluster Owners," which term shall include their families, tenants, guests, and invitees) for the use in common with others of the MF-5 Roads, Golf Course Road and Entrance Road;

(ii) An easement to Declarant, to the MF-5 Owners and to the Cluster Owners for the use in common with each other of the Cluster Roads; and

(iii) An easement to Declarant and to the Owners of the Multi-Family Units located in the MF-1 Area ("MF-1 Owners," which term shall include their families, tenants, guests, and invitees) for the use in common with each other of the MF-1 Roads.

**B. A nonexclusive appurtenant easement ("Emergency Access Easement") to use that land described on Exhibit I attached for purposes of emergency ingress and egress between the MF-5 Roads and the Roads in the SF-3 Area is hereby granted to the City and such other governmental agencies and private ambulance services as require such access in emergencies. The Community Association shall have the Maintenance Obligation as to the Emergency Access Easement. That portion of the Emergency Access Easement located within the SF-3 Area shall be conveyed to the Community Association following recording in the records of Oakland County of the subdivision plat for the SF-3 Area. After site plan approval is granted for the portion of the MF-5 Area containing the Emergency Access Easement, the legal description therefor may be amended by the owner of said portion of the MF-5 Land, without the consent of anyone else, provided that said amendment conforms to said site plan.**

**C. A nonexclusive appurtenant easement is hereby granted to Declarant and to all Owners and other Residents to use the Road System and Emergency Access Easement for Pedestrian Purposes and for purposes of obtaining access to such portions of the Open Space as are adjacent thereto.**

**D. A nonexclusive appurtenant easement to use the MF-1 Roads, MF-5 Roads, Cluster Roads, Golf Course Road, and Entrance Road is hereby granted to the City and such other**



governmental agencies and private ambulance services as require ingress and egress over same.

Section 3. GATES AND GATEHOUSE.

A. Electronic gates ("Gates") and a gatehouse ("Gatehouse") may be installed within the private portions of the Road System by Declarant and/or by whoever owns the portion of the Road System within which such Gate(s) or Gatehouse is installed (provided that if Declarant is a Major Interest Holder, Declarant has first consented thereto); notwithstanding the foregoing, the installation and operation of such Gate(s) and/or Gatehouse shall in no event interfere with any easement rights granted pursuant to this Amended Agreement.

B. Whoever holds the Maintenance Obligation as to the portion of the Road System within which any Gate(s) and/or Gatehouse is installed shall have the Maintenance Obligation as to such Gate(s) and/or Gatehouse. Neither Declarant nor anyone else shall have any obligation to install any Gate(s) or a Gatehouse or, in the event of such installation, to provide attendants for same.

ARTICLE V

EASEMENTS AND RESERVED RIGHTS OF DECLARANT:  
TITLE TO BE CONVEYED BY DECLARANT

Section 1. EASEMENTS AND RESERVED RIGHTS OF DECLARANT.

A. Notwithstanding any other provisions of this Amended Agreement, Declarant, its successors, and assigns hereby reserve easements, and the right to further reserve, dedicate, grant, and/or amend easements, over, under, above and across the Open Space, Pedestrian Pathways, Storm Structure Land, Golf Course, and Road System (and over, under, above and across the unimproved portions of the Single Family Area, Multiple Family Area, and Cluster Area until completion of the construction of the last residential dwelling to be constructed therein or five (5) years from the date hereof, whichever first occurs) for the construction, installation, repair, maintenance, and replacement of: the Club House, Pedestrian Pathways, Storm Structure, Storm System, Retention Basin, Entranceway Monuments, Single Family Monuments, Golf Course, Road System, Gates, a Gatehouse, streets, roads, walkways, bicycle paths, driveways, structures, watermains, sewers, water wells, drains, retention basins, 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 also reserves the right, while Declarant is a Major Interest Holder, to reserve, dedicate and/or grant and amend easements of access to and for use of portions of the Land for the benefit of other portions thereof. Declarant reserves the right to assign such easements to units of government or public utilities. The location and configuration of each such easement and any Gatehouse, Gates, Pedestrian Pathways, Storm System, Retention Basin, Entranceway Monuments, Single Family Monuments, streets, roads, walkways, bicycle paths, and utilities located therein shall be determined by Declarant, its successors, or assigns.

B. Declarant, for itself and its assigns, also reserves the right to maintain, without charge, advertising and "for sale" and "for lease" signs in the Open Space and to maintain, without charge, sales and rental offices within the Open Space or within any club house that may be constructed thereon, 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.

C. Declarant reserves the right to subject all or portions of the Open Space, Storm System, Retention Basin, Entranceway Monuments, Single Family Monuments, Pedestrian Pathways, Road System, Gates, Storm Structure, Storm Structure Land, Gatehouse, Single Family Area, Cluster Area, Multiple Family Area, Club House 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 hereunder shall be subject to this Amended 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, Storm System, Retention Basin, Entranceway Monuments, Single Family Monuments, Pedestrian Pathways, Road System, Gates, Storm Structure, Storm Structure Land, Gatehouse, Club House and Golf Course, which rights shall in no event (including foreclosure) be impaired, diminished, or abrogated in any way.

#### Section 2. TITLE TO BE CONVEYED BY DECLARANT.

The conveyance by Declarant of all or any portion of the Land, including without limitation of the foregoing, the Storm Structure, Storm Structure Land, Storm System, Retention Basin, Entranceway Monuments, Single Family Monuments, Open Space, Golf Course, Club House, Pedestrian Pathways, Road System, Gates, and Gatehouse, shall be subject to the following: the provisions of this Amended Agreement; easements; building and use restrictions and declarations; zoning ordinances and other municipal ordinances and restrictions; any matters shown on the plat of any Subdivision or Master Deed covering the portion of the Land being conveyed; the Storm Structure Agreement; any agreement pertaining to or rights of others in the Retention Basin; any matter which would be disclosed by an accurate survey and personal inspection of the portion of the Land being conveyed; the rights of the City and the public in any portion of the Land being conveyed 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 being conveyed that is used for street, highway or other public purposes; and any of the reserved rights of the Declarant under this Amended Agreement or the instruments conveying all or any portion of the Land.

#### ARTICLE VI

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Each Owner of a Lot, Condominium Unit or Parcel within the Cluster Area and/or MF-5 Area, by acceptance of a deed or other conveyance of such Lot, Condominium Unit or Parcel, hereby covenants and agrees for itself, its heirs, personal representatives, successors and assigns, to pay to the Community Association such assessments ("Road Assessments") as are determined by the Board to satisfy the Association's Maintenance Obligation regarding the Golf Course Road, Entrance Road and Entranceway Monuments. Each Owner, by acceptance of a deed or other conveyance of a Lot, Condominium Unit or Parcel, hereby covenants and agrees for itself, its heirs, personal representatives, successors and assigns:

A. To pay to the Community Association annual assessments ("Annual Assessments") as specified in Article VI, Section 2, which shall in the first year be not less than Fifty (\$50.00) Dollars nor more than One Hundred (\$100.00) Dollars for each Single Family Unit, Cluster Unit, and Multi-Family Unit, as determined by the Board of Directors of the Community

Association, which Board shall be entitled to increase the Annual Assessments yearly as necessary, without approval of the Association Members.

B. To pay to the Community Association additional assessments ("Additional Assessments") as determined by the Board to satisfy the Association's Maintenance Obligations (and obligations as to 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. To pay to the Community Association special assessments ("Special Assessments") as determined by the Board, which may levy same to defray in whole or part the cost of constructing any Additional Improvement, provided each such Special Assessment is first approved by two thirds (2/3) of the votes of the Association Members voting in person or by proxy at a meeting duly called for said purpose.

D. Each Annual Assessment, Additional Assessment, Road Assessment and Special Assessment, together with interest thereon and costs of collection thereof as hereinafter provided (collectively, "Assessment"), shall be a charge on the corresponding Lot, Condominium Unit, or Parcel containing the applicable Single Family Unit, Cluster Unit, or Multi-Family Unit and shall be a continuing lien ("Lien") thereon until paid. Each Assessment shall also be the personal obligation of the Owner of such property at the time such Assessment fell due.

E. The Lien shall be subordinate to the lien of any mortgage on any Lot, Condominium Unit, or Parcel containing the applicable Single Family Unit, Cluster Unit or Multi-Family Unit. The sale of any property upon which there is a Lien shall not affect said Lien. The sale or transfer of any property subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu thereof, shall, however, extinguish the Lien as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve any property from responsibility for payment of any Assessment thereafter becoming due, from the Lien thereof, or from any Assessment that includes a share of any previously assessed and uncollected Assessment.

F. Each Assessment other than Road Assessments shall be fixed at a rate that is equal for each Single Family Unit, Cluster Unit and Multi-Family Unit; each Road Assessment shall be fixed at a rate that is equal for each Multi-Family Unit within the MF-5 Area and each Cluster Unit. The Assessments may be collected on a monthly basis or any other periodic basis established by the Board.

Section 2. The Annual and Additional Assessments shall be used to pay the expenses of: fulfilling the Community Association's Maintenance Obligations (including related costs of labor, materials, management and supervision) and its obligations to pay taxes (provided, however, that said Annual and Additional Assessments shall not be used to pay the expenses of fulfilling the Community Association's Maintenance Obligations or tax obligations as to the Entranceway Monuments, Golf Course Road, or Entrance Road); collecting Assessments (including the expenses pertaining to use of a collection agency); enforcing building restrictions within the Community Association's jurisdiction (including the review of plans); providing insurance for the officers of the Community Association and the Directors of same; using a Management Company (as defined in Article VII, Section 1.A.); and fulfilling any other purpose for which the Community Association is incorporated.

Section 3. Written notice of any meeting under Section 1.C. of this Article VI shall be sent to all Association Members not less than fifteen (15) days in advance of the meeting. At the first such meeting called, the presence of Association 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 4. Assessments shall commence as follows:

A. The Annual Assessment for each Single Family Unit owned by Declarant shall commence upon the later to occur of: thirty (30) days following the date of incorporation of the Community Association or one (1) year from the date of the recording of the plat for the Subdivision in which the Single Family Unit is located or one (1) year from the date of completion of the installation of all improvements for said Subdivision, including watermain, sanitary sewer, storm sewer, and paving, as shown by City acceptance of such improvements; the Annual Assessments and Road Assessments for each Cluster Unit owned by Declarant shall commence upon the later to occur of: thirty (30) days following the date of incorporation of the Community Association or one (1) year from the date of the recording of the Master Deed in which the Cluster Unit is identified as a Condominium Unit or issuance of Certificates of Occupancy for all Condominium Units that may be built as described in said Master Deed; the Annual Assessment for each Multi-Family Unit owned by Declarant and the Road Assessment for each Multi-Family Unit in the MF-5 Area owned by Declarant shall commence upon the later to occur of: thirty (30) days following the date of incorporation of the Community Association or issuance of a Certificate of Occupancy for all Multi-Family Units shown on the applicable site plan approved by the City. The Annual Assessments for each other Single Family Unit, Cluster Unit and Multi-Family Unit and the Road Assessment for each other Multi-Family Unit in the MF-5 Area and each other Cluster Unit shall commence on the later to occur of: thirty (30) days following the date of incorporation of the Community Association, or the first (1st) day of the calendar month following the conveyance of the Lot, Condominium Unit, or Parcel containing the applicable Single Family Unit, Cluster Unit, or Multi-Family Unit to an individual or entity other than Declarant, it being understood that execution of a land contract shall constitute a "conveyance" for purposes of this paragraph; the first Annual Assessment for Single Family Units, Cluster Units and Multi-Family Units owned by Declarant and for each new Owner, and the first Road Assessment for Multi-Family Units in the MF-5 Area and Cluster 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. The Annual Assessment, Road Assessment, and any Additional Assessments and Special Assessments due in the same year for each Single Family Unit, Cluster Unit, and Multi-Family Unit owned by Declarant or by a builder, developer, or real estate company owning same for purposes of resale in the ordinary course of business shall not, in the aggregate, exceed One Hundred (\$100.00) Dollars for each such Single Family Unit, Cluster Unit, and Multi-Family Unit.

B. Additional Assessments shall commence at such a date as the Board sets, provided not earlier than the commencement date for Annual Assessments as set forth in Section 4.A. above.

C. The Board shall fix the amount of each Annual Assessment, and Road Assessment at least thirty (30) days in advance of each Annual Assessment period or Road Assessment period, whichever is applicable. Written notice of such amount shall be sent to every Owner at his last address shown on the Community Association's records. The Community Association shall, upon demand and for a reasonable charge, furnish a certificate signed by the Treasurer or other authorized representative of the Community Association setting forth whether the Assessment on a specified Lot, Condominium Unit or Parcel has been paid. The Board may also designate, retain, and pay for a collecting agency to whom Assessment payments shall be made. The Community Association may also designate, retain, and pay for a management agent to fulfill all or any part of the Community Association's Maintenance Obligations and responsibilities regarding the Storm Structure, Storm Structure Land, Retention Basin, Open Space, Pedestrian Pathways, Road System, Entranceway Monuments, Single Family Monuments, Gates, and Gatehouse, and any administration and other obligations it might have, provided that, if Declarant is a Major Interest Holder, the Community Association has first received the consent of the Declarant.

Section 5. If any Annual Assessment, Road Assessment, Additional Assessment or Special Assessment is not paid when due, it shall be delinquent and together with interest thereon and cost of collection thereof as hereinafter provided, shall become a Lien on the Lot, Condominium Unit, or Parcel containing the Single Family Unit, Cluster Unit or Multi-Family Unit for which payment has not been made, which shall bind such property in the hands of the then Owner, and the Owner's heirs, devisees, personal representatives and assigns, subject, however, to the provisions of Article VI, Section 1.E. above. If any Annual Assessment, Road Assessment, Additional Assessment or Special Assessment is not paid within thirty (30) days after the due date, it 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 Community Association, and the Community Association (or its collecting agent) may bring an 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 the costs of preparing and filing the pleadings in such action shall be added to the amount due, and, if a judgment is obtained, such judgment shall include interest as above provided, and a reasonable attorney fee to be fixed by the court, together with the costs of the action. In addition, the Community Association may deny to the Owner the use and enjoyment of the Pedestrian Pathways and the Open Space and any facilities located therein until payment of such Assessment, along with any interest, costs and other sums set forth above.

#### ARTICLE VII MAINTENANCE DUTIES AND RIGHTS

Section 1. Each Maintenance Obligation described in this Amended Agreement shall be fulfilled diligently and in good faith.

A. In fulfilling its Maintenance Obligations, the Community Association shall act through its Board, which shall determine the extent and frequency of the activity required to fulfill same, and may appoint committees to advise it regarding same.

B. Rules and regulations may be promulgated (and amended from time to time) to aid in fulfilling the Maintenance Obligations, provided said rules and regulations apply equally to whoever is entitled to use the area for which such Maintenance Obligations exist and further provided that if Declarant is a

Major Interest Holder, Declarant has consented in writing to said rules and regulations.

Section 2. If the Community Association fails to fulfill its Maintenance Obligation as to the Open Space, Retention Basin, and/or Storm Structure, the City may serve written notice upon the Community Association setting forth the nature of such failure. The City's rights hereunder shall be limited so that they may be asserted only in relation to the Storm Structure, Retention Basin, or that portion of the Open Space for which such Maintenance Obligation is held, whichever is applicable. The notice shall demand that the deficiencies be cured within a specified reasonable time and shall set the date and place of a hearing thereon before the City Council or its designee to 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 extend the time for cure. If the deficiencies are not cured within the time stated or 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 portion of the Open Space at issue, Retention Basin or Storm Structure, whichever is applicable, from becoming a public nuisance, may enter and maintain such Open Space, Retention Basin, or Storm Structure for a reasonable period of time. Said maintenance by the City shall not constitute the taking of said Open Space, Retention Basin, or Storm Structure, whichever is applicable, nor vest in the public any right to use such Open Space, Retention Basin, or Storm Structure. Before the expiration of the time period, the City shall, upon its own initiative or upon the request of the Community Association, call a public hearing with notice to the Community Association, at which hearing the Community Association shall show cause why the maintenance by the City should not, at the City's election, continue for a succeeding reasonable period of time. If the City shall determine upon reasonable cause that the Community Association is not ready and able to fulfill such Maintenance Obligation, the City may, in its discretion, continue to maintain said Open Space, Retention Basin, or Storm 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 shall be paid by the Community Association and such cost may include reasonable administrative expenses. The City shall be subrogated to the rights of the Community Association against each person obligated to pay Assessments to the extent of the cost of such maintenance and reasonable administrative expenses, including any lien rights 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, Condominium Units, and Parcels; 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 Community Association to collect the costs incurred by the City in maintaining the Open Space at issue, Retention Basin, or Storm Structure, whichever is applicable, and also to recover reasonable administration expenses, attorneys' fees and court costs.

#### ARTICLE VIII GENERAL PROVISIONS

Section 1. Rights of Community Association. The Owners shall be deemed to have vested in the Community Association the right and power, in the name thereof, to take and prosecute all suits, legal, equitable or otherwise, which may, in the opinion of the Community Association, be necessary or

advisable for the collection of any Assessment or the enforcement of any or all of the provisions, conditions, covenants, responsibilities, liens and charges, now or hereafter imposed by the provisions of this Amended Agreement. Whoever owns the Storm Structure, Open Space, Storm System, Retention Basin, Entranceway Monuments, Single Family Monuments, Road System, Gates, Gatehouse, Golf Course, Club House or Pedestrian Pathways, whichever is/are applicable, 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 Amended Agreement and relating thereto. Any settlement in connection therewith shall be binding upon anyone now or hereafter having an interest in the Land or rights hereunder. Failure of anyone having such right of enforcement 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.

Section 2. Severability. Invalidation of any of the provisions of this Amended 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. Gender and Number. The words "it" and "he" wherever used in this instrument shall be used as synonymous with the words "he", "she", "it" and "they", 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. Insurance. All proceeds of any insurance carried on any assets of the Community Association, including Open Space, and all proceeds of any condemnation proceedings or sales in lieu of condemnation relating to the assets of the Community Association, including the Open Space, shall be paid to and shall be the property of the Community Association and not of the Association Members or any other person.

Section 5. Improvements. 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 the City may reasonably require of Declarant in the City's final approval of any site plan or plat pertaining to the Land.

Section 6. Covenants Running with Land; Amendment. The covenants and restrictions set forth in this Amended Agreement shall run with the Land and shall be perpetual. This Amended Agreement supercedes in its entirety the Agreement, and it may be changed, amended or replaced during the twenty (20) year period immediately following the date this Amended Agreement is recorded by an instrument signed by Owners of not less than sixty (60%) percent of the Residential Units, 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 is a Major Interest Holder, 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, Condominium Unit, Parcel or other portion of the Land including owners, mortgagees, and others) may amend, change or replace this Amended Agreement and the Exhibits hereto 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 amend, change or replace this Amended Agreement and the Exhibits

hereto as Declarant deems necessary, except that no amendment, change or replacement shall relieve the Community Association of its Maintenance Obligations as to the Open Space, Storm Structure, or Pedestrian Pathways or whoever holds the Maintenance Obligations as to the various portions of the Road System of such obligations, unless the applicable portion of the Open Space, Storm Structure, Pedestrian Pathways or Road System has been dedicated or transferred in accordance with Article II, Section 4.A. or the City has consented to such amendment, change or replacement. Any increase or decrease in the amount of land described on Exhibit A or material modification of Exhibit B shall also be subject to the approval of the City Council.

**Section 7. Consent of Declarant.** Whenever consent of Declarant is required under any provision of this Amended Agreement, Declarant shall be entitled to withhold such consent in its sole discretion, for any reason or no reason, and without explanation.

**Section 8. Further Maintenance Obligations of Community Association.** The Community Association shall also have the Maintenance Obligation as to any additional private utilities, drainage facilities, and other improvements benefitting the Owners that are not described herein but that are installed in those portions of the Land other than the Cluster Area, Golf Course or Club House, unless the owner of the portion of the Land within which they are located elects to have such Maintenance Obligation.

**Section 9. Exercise of Easement Rights.** In exercising easement rights created pursuant to this Amended Agreement, easement holders shall endeavor not to interfere with the rights of others in the land subject to any such easement.

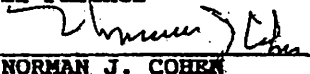
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

WITNESSED BY:

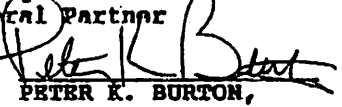
DECLARANT:

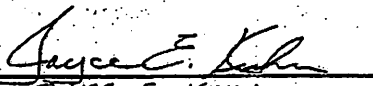
COPPERWOOD CREEK LIMITED PARTNERSHIP, a Michigan Limited Partnership

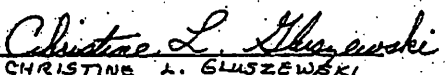
BY: COPPERWOOD ASSOCIATES, INC., a Michigan Corporation, General Partner


BY:   
NORMAN J. COHEN  
Its: President

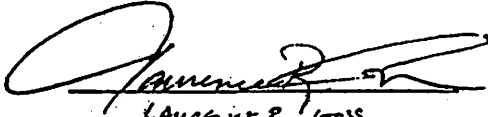
BY: FARMINGTON CUSTOM BUILDERS LIMITED PARTNERSHIP, a Michigan Limited Partnership, General Partner

BY:   
PETER K. BURTON,  
General Partner of Farmington Custom Builders Limited Partnership

  
JOYCE E. KUHN

  
CHRISTINE L. GLUSZEWSKI

  
JEFFREY D. LETT

  
LAURENCE R. GROSS





Drafted by:

Cheryl K. Scott  
SEYBURN, KAHN, GINN, BESS,  
HOWARD AND HARNISCH, P.C.  
2000 Town Center, Suite 1500  
Southfield, MI 48075-1195  
(313) 353-7620

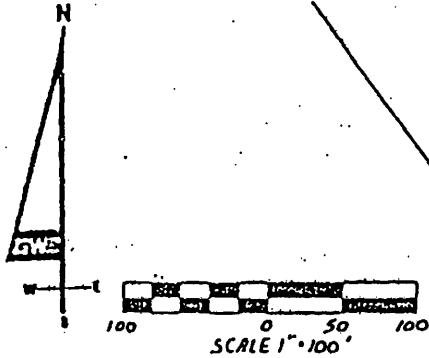
When recorded return to:

Kathy Dornan  
City of Farmington Hills  
31555 Eleven Mile Road  
Farmington Hills, MI 48018

SPR-7 716.000 11-70

### STORM STRUCTURE LAND

A PART OF THE S.W. 1/4 OF  
 SEC. 7, T. 1 N., R. 9 E.  
 CITY OF FARMINGTON HILLS,  
 OAKLAND CO., MICH.



217.12'

OPEN SPACE 2-A  
 COPPERWOOD SUB.  
 385.51'

1/4 MI. S-W 1/4 SEC. 7

OPEN SPACE 2-B

774.00'

GOLF COURSE HOLE 9

224.80'

141.00'

247.98'

RECREATION OPEN SPACE

285.99'

PROPOSED 107' RIGHT OF WAY LINE

90' RIGHT OF WAY LINE

12 MILE ROAD

699.61'

SOUTH LINE OF SECTION 7

90.00'

POINT OF BEGINNING  
 OPEN SPACE 2-B

SOUTH 1/4 CORNER  
 SECTION 7

24.00'

84.42'

138.90'

91.81'

DETONATION SW

55.00'

59.01'

59.01'

55.00'

59.01'

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55.00'

59.01'

55.00'

59.01'

90.00'

POINT OF BEGINNING  
 GOLF COURSE HOLE 9

90.00'

235.30'

EXB. C.P.1

DATE	3-10-88	CHK BY		SCALE	1"=100'
DRAWN	TJH	REV.	D.G.D.	3-29	SHEET 1 OF 3
DESIGN					

**Giffels-Webster Engineers inc.**  
 ENGINEERS - SURVEYORS - PLANNERS  
 2411 ARDEN STREET FARMINGTON HILLS MICHIGAN 48334

DESCRIPTION  
EASEMENT FOR SEELEY DRAIN DETENTION STRUCTURE

OVER PARTS OF THE ABOVE DESCRIBED "GOLF COURSE HOLE 9" AND "OPEN SPACE 2-B" PARCELS, SAID EASEMENT 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: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 7; THENCE N. 89° 42' 47" E., 699.61 FEET ALONG THE SOUTH LINE OF SAID SECTION 7 TO A POINT ON THE LINE COMMON TO THE ABOVE MENTIONED PARCELS; THENCE THE FOLLOWING TWO COURSES ALONG SAID LINE: (1) N. 00° 17' 13" W., 90.00 FEET, AND (2) N. 44° 00' 00" W., 89.50 FEET TO THE ABOVE MENTIONED POINT "A" AND THE POINT OF BEGINNING; THENCE S. 46° 00' 00" W., 69.01 FEET TO A POINT ON THE PROPOSED 107 FOOT RIGHT-OF-WAY LINE OF TWELVE MILE ROAD; THENCE ALONG SAID LINE S. 89° 42' 47" W., 138.90 FEET; THENCE N. 00° 19' 13" W., 24.00 FEET; THENCE N. 89° 42' 47" E., 84.42 FEET; THENCE N. 46° 00' 00" E., 91.81 FEET TO THE ABOVE MENTIONED POINT "B"; THENCE CONTINUING N. 46° 00' 00" E., 134.18 FEET; THENCE S. 44° 00' 00" E., 55.00 FEET; THENCE S. 46° 00' 00" W., 134.18 FEET TO THE POINT OF BEGINNING.

EXB. C P.2

**Giffels-Webster**  
E N G I N E E R S

#11785/US50/leg115[1]

APRIL 4, 1989

DESCRIPTION

COPPERCREEK ENTRANCE ROAD

A PART OF THE SOUTHEAST 1/4 OF SECTION 7, T-1-N., R-9-E., CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 7; THENCE N. 89° 42' 47" E., 1,074.91 FEET ALONG THE SOUTH LINE OF SAID SECTION 7 (TWELVE MILE ROAD); THENCE N. 00° 27' 49" W., 107.00 FEET TO THE POINT OF BEGINNING ON THE NORTH RIGHT-OF-WAY LINE OF TWELVE MILE ROAD; THENCE S. 89° 42' 47" W., 139.67 FEET ALONG SAID LINE; THENCE N. 00° 17' 12" W., 268.99 FEET; THENCE N. 38° 00' 00" E., 247.98 FEET; THENCE N. 52° 00' 00" W., 60.00 FEET TO A POINT ON THE SOUTHERLY LINE OF COPPERCREEK MANOR HOMES; THENCE N. 38° 00' 00" E., 60.00 FEET AND FOLLOWING SAID SOUTHERLY LINE OF COPPERCREEK MANOR HOMES; THENCE S. 52° 00' 00" E., 60.00 FEET; THENCE N. 38° 00' 00" E., 35.03 FEET; THENCE S. 52° 55' 30" E., 54.11 FEET; THENCE S. 37° 04' 30" W., 192.73 FEET; THENCE S. 00° 27' 49" E., 352.21 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.42 ACRES, EXCEPTING, HOWEVER, THAT PARCEL KNOWN AS THE "GOLF COURSE ROAD" AND DESCRIBED ON EXHIBIT E TO THIS AMENDED AGREEMENT. SUBJECT TO ANY EASEMENT, RESTRICTIONS OR RIGHT-OF-WAY, RECORDED OR OTHERWISE.

ALSO SUBJECT TO ANY UTILITY EASEMENTS REQUIRED FOR FUTURE DEVELOPMENT.

  
ROBERT D. KOHN, R.L.S. #26459

RDK/kh

EXB. D

**Giffels-Webster**  
E N G I N E E R S

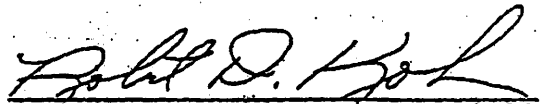
#11788/US5/LEG115  
MAY 24, 1989

LEGAL DESCRIPTION

GOLF COURSE ROAD

(BETWEEN CLUBHOUSE AND HOLE #1)

A PART OF THE SOUTHEAST 1/4 OF SECTION 7, T-1-N., R-9-E., CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 7, THENCE ALONG THE NORTH - SOUTH 1/4 LINE OF SAID SECTION 7, N. 00° 00' 25" W., 107.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF TWELVE MILE ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE N. 89° 42' 47" E., 934.39 FEET; THENCE N. 00° 17' 12" W., 286.99 FEET; THENCE N. 38° 00' 00" E., 247.98 FEET TO THE POINT OF BEGINNING; THENCE N. 52° 00' 00" W., 60.00 FEET; THENCE N. 38° 00' 00" E., 60.00 FEET; THENCE S. 52° 00' 00" E., 60.00 FEET; THENCE S. 38° 00' 00" W., 60.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.08 ACRES.

  
ROBERT D. KOHN, R.L.S.#26459

RDK/PAW

EXB. E



**Giffels-Webster**  
E N G I N E E R S

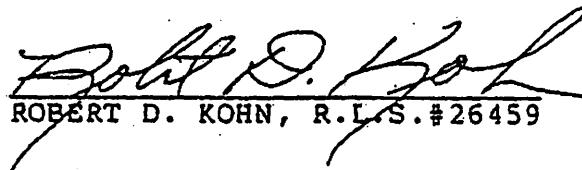
#11788/#11794/US5/LEG115  
MAY 24, 1989

LEGAL DESCRIPTION

GOLF COURSE EASEMENT #1

(BETWEEN HOLES #4 AND # 5)

A PART OF THE NORTHEAST 1/4 OF SECTION 7, T-1-N., R-9-E., CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 7; THENCE N. 00° 00' 58" W., 1,305.32 FEET ALONG THE EAST LINE OF SAID SECTION 7 (HALSTEAD ROAD); THENCE S. 89° 59' 02" W., 60.00 FEET; THENCE ON A CURVE TO THE RIGHT 126.01 FEET, SAID CURVE HAVING A RADIUS OF 300.00 FEET, CENTRAL ANGLE OF 24° 04' 00" AND A LONG-CHORD BEARING OF N. 77° 58' 58" W., 125.09 FEET TO THE POINT OF BEGINNING; THENCE N. 65° 56' 58" W., 78.40 FEET; THENCE ON A CURVE TO THE LEFT 88.61 FEET, SAID CURVE HAVING A RADIUS OF 200.00 FEET, CENTRAL ANGLE OF 25° 23' 09" AND A LONG CHORD BEARING OF N. 78° 38' 32" W., 87.89 FEET; THENCE S. 88° 39' 53" W., 124.04 FEET; THENCE N. 89° 17' 45" W., 60.00 FEET; THENCE ON A CURVE TO THE LEFT 98.69 FEET, SAID CURVE HAVING A RADIUS OF 1,345.00 FEET, CENTRAL ANGLE OF 04° 12' 15" AND A LONG CHORD BEARING OF N. 01° 23' 52" W., 98.67 FEET; THENCE N. 03° 30' 00" W., 135.05 FEET; THENCE N. 86° 30' 00" E., 60.00 FEET; THENCE S. 03° 29' 55" E., 138.13 FEET; THENCE N. 88° 39' 53" E., 124.04 FEET; THENCE ON A CURVE TO THE RIGHT 132.92 FEET, SAID CURVE HAVING A RADIUS OF 300.00 FEET, CENTRAL ANGLE OF 25° 23' 09" AND A LONG CHORD BEARING OF S. 78° 38' 32" E., 131.84 FEET; THENCE S. 65° 56' 58" E., 78.40 FEET; THENCE S. 24° 03' 02" W., 100.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.04 ACRES.

  
ROBERT D. KOHN, R.L.S.#26459

RDK/PAW

EXB. F

**Giffels-Webster**  
ENGINEERS

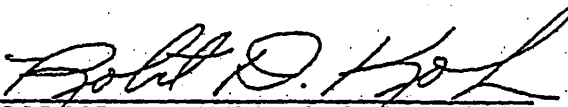
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MAY 24, 1989

LEGAL DESCRIPTION

GOLF COURSE EASEMENT #2

(BETWEEN HOLES #1 AND # 2)

A PART OF THE SOUTHEAST 1/4 OF SECTION 7, T-1-N., R-9-E., CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 7; THENCE N. 00° 00' 25" W., 107.00 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 7 TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF TWELVE MILE ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE N. 89° 42' 47" E., 934.39 FEET; THENCE N. 00° 17' 12" W., 268.99 FEET; THENCE N. 38° 00' 00" E., 399.69 FEET; THENCE N. 00° 58' 00" E., 421.84 FEET; THENCE N. 46° 40' 00" W., 108.26 FEET; THENCE N. 05° 10' 00" W., 298.75 FEET; THENCE N. 29° 20' 00" W., 455.41 FEET; THENCE N. 72° 02' 00" W., 3.84 FEET TO THE POINT OF BEGINNING; THENCE N. 72° 02' 00" W., 30.00 FEET; THENCE N. 17° 58' 00" E., 60.00 FEET; THENCE S. 72° 02' 00" E., 30.00 FEET; THENCE S. 17° 58' 00" W., 60.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.04 ACRES.

  
ROBERT D. KOHN, R.L.S.#26459

RDK/PAW

EXB. G

**Giffels-Webster**  
E N G I N E E R S

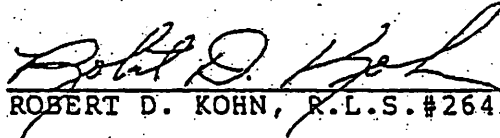
#11788/US5/LEG115  
MAY 24, 1989

LEGAL DESCRIPTION

GOLF COURSE EASEMENT #3

(BETWEEN GOLF HOLES #3 AND #4)

A PART OF THE NORTHEAST 1/4 OF SECTION 7, T-1-N., R-9-E., CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 7; THENCE ALONG THE EAST - WEST 1/4 LINE OF SAID SECTION 7, S. 89° 51' 07" W., 255.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST - WEST 1/4 LINE OF SECTION 7, S. 89° 51' 07" W., 161.21 FEET; THENCE N. 40° 00' 00" W., 347.50 FEET; THENCE N. 20° 00' 00" E., 11.55 FEET; THENCE S. 40° 00' 00" E., 348.60 FEET; THENCE N. 89° 51' 07" E., 155.17 FEET; THENCE S. 07° 56' 12" E., 10.10 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.12 ACRES.

  
ROBERT D. KOHN, R.L.S.#26459

RDK/PAW

EXB. H

**Giffels-Webster**  
E N G I N E E R S

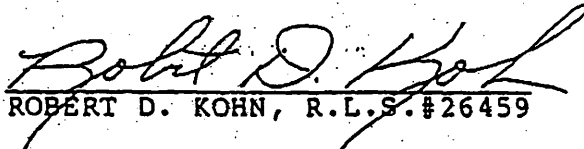
#11788/US5/LEG115  
MAY 24, 1989

LEGAL DESCRIPTION

EMERGENCY ACCESS EASEMENT (MF-5)

(FROM COPPERWOOD EAST INTO MULTI-FAMILY)

A PART OF THE NORTHEAST 1/4 OF SECTION 7, T-1-N., R-9-E., CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 7; THENCE ALONG THE EAST - WEST 1/4 LINE OF SAID SECTION 7, S. 89° 51' 07" W., 255.00 FEET; THENCE N. 07° 56' 12" W., 553.84 FEET; THENCE S. 82° 03' 48" W., 97.27 FEET TO THE POINT OF BEGINNING; THENCE S. 01° 24' 38" W., 215.56 FEET; THENCE N. 88° 35' 22" W., 21.48 FEET; THENCE N. 01° 24' 38" E., 212.02 FEET; THENCE N. 82° 03' 47" E., 21.77 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.10 ACRES.

  
ROBERT D. KOHN, R.L.S.#26459

RDK/PAW

EXB. I p.1

**Giffels-Webster**  
ENGINEERS

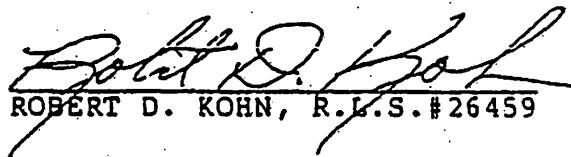
#11794/US5/LEG115  
MAY 24, 1989

LEGAL DESCRIPTION

EMERGENCY ACCESS EASEMENT (BETWEEN LOTS 7 & 8)

(COPPERWOOD EAST)

A PART OF THE NORTHEAST 1/4 OF SECTION 7, T-1-N., R-9-E., CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 7; THENCE N. 00° 00' 58" W., 1,305.32 FEET ALONG THE EAST LINE OF SAID SECTION 7 (HALSTEAD ROAD); THENCE S. 89° 59' 02" W., 60.00 FEET; THENCE ALONG A CURVE TO THE RIGHT 126.01 FEET, SAID CURVE HAVING A RADIUS OF 300.00 FEET, CENTRAL ANGLE OF 24° 04' 00" AND A LONG CHORD BEARING OF N. 77° 58' 58" W., 125.09 FEET; THENCE N. 65° 56' 58" W., 78.40 FEET; THENCE ON A CURVE TO THE LEFT 34.69 FEET, SAID CURVE HAVING A RADIUS OF 200.00 FEET, CENTRAL ANGLE OF 09° 56' 19" AND A LONG CHORD BEARING OF N. 70° 55' 08" W., 34.65 FEET; THENCE S. 02° 30' 00" W., 527.78 FEET; THENCE S. 07° 56' 12" E., 309.17 FEET; THENCE S. 82° 03' 48" W., 97.27 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG S. 82° 03' 48" W., 21.77 FEET; THENCE N. 31° 13' 13" W., 180.22 FEET; THENCE ON A CURVE TO THE LEFT 20.39 FEET, SAID CURVE HAVING A RADIUS OF 60.00 FEET, CENTRAL ANGLE OF 19° 28' 16" AND A LONG CHORD BEARING OF N. 49° 02' 39" E., 20.29 FEET; THENCE S. 31° 13' 13" E., 192.26 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.09 ACRES.

  
ROBERT D. KOHN, R.L.S.#26459

RDK/PAW

EXB. I p.2