

DECLARATION OF EASEMENT

This Declaration of Easement is made as of the 10th day of November, 1987 by Pine Knob Manor Homes Associates III, a Michigan co-partnership (hereinafter "Developer"), whose address is 5480 Waldon Road, Clarkston, Michigan 48016, and Pine Knob Manor Homes III Association, a Michigan non-profit corporation (hereinafter "Association"), whose address is 5463 Bristol Parke Drive, Clarkston, Michigan 48016.

R E C I T A L S:

A. Developer is the developer of Pine Knob Manor Homes III (hereinafter "Condominium"), proposed to be located in the Township of Independence, Oakland County, Michigan, to be initially comprised of the following described land:

A part of the East 1/2 of Section 22, Town 4 North, Range 9 East, and a part of the West 1/2 of Section 23, Town 4 North, Range 9 East, Independence Township, Oakland County, Michigan, being more particularly described as beginning at a point which is North 00°00'03" East, 52.65 feet; thence South 89°14'22" West, 164.69 feet; thence South 00°45'38" East, 182.97 feet; thence 99.78 feet along the arc of a curve to the right (radius 282.41 feet, central angle 20°14'36", chord bears South 09°21'40" West, 99.26 feet); thence North 86°58'00" West, 670.82 feet; thence due South 180.00 feet; thence South 64°40'25" West, 80.00 feet; thence North 67°11'51" West, 438.87 feet; thence North 84°03'42" West, 161.08 feet; thence North 58°28'23" West, 483.72 feet; thence South 16°58'24" West, 91.02 feet; thence North 82°18'52" West, 251.30 feet from the center of said Section 23, Town 4 North, Range 9 East; thence South 22°10'35" East, along the West line of Pine Knob Manor Homes II, 145.10 feet and South 05°16'02" West, 200.34 feet to the North line of Bristol Parke Drive (Private), 40.00 feet wide; thence 78.56 feet along the arc of a curve to the right and said North line (radius 981.00 feet, central angle 04°35'18", chord bears North 88°00'16" West, 78.54 feet), and North 85°42'37" West, 75.28 feet, and 158.39 feet along the arc of a curve to the left (radius 619.00 feet, central angle 14°39'39", chord bears South 86°57'33" West, 157.96 feet), and South 79°37'43" West, 40.13 feet, and 149.25 feet along the arc of a curve to the left (radius 619.00 feet, central angle 13°48'54", chord bears South 72°43'17" West, 148.89 feet), and South 65°48'50" West, 68.54 feet to the East line of Royal Saint George (Private), 40.00 feet wide; thence 15.82 feet along the arc of a curve to the right and said East line (radius 420.00 feet, central angle 02°09'32",

chord bears North 22°50'09" West, 15.82 feet), and North 23°54'55" West, 179.42 feet, and 64.36 feet along the arc of a curve to the right (radius 205.00 feet, central angle 17°59'21", chord bears North 14°55'11" West, 64.10 feet), and 80.48 feet along the arc of a curve to the right (radius 295.97 feet, central angle 15°34'46", chord bears North 00°58'37" West, 80.23 feet), and 62.93 feet along the arc of a curve to the right (radius 92.83 feet, central angle 38°50'35", chord bears North 26°14'08" East, 61.73 feet), and North 45°39'26" East, 65.84 feet, thence 235.82 feet along the arc of a curve to the right (radius 231.00 feet, central angle 58°29'30", chord bears North 74°54'11" East, 225.71 feet), and South 75°51'04" East, 175.86 feet, and 64.87 feet along the arc of a curve to the left (radius 610.48 feet, central angle 06°05'19", chord bears South 78°53'39" East, 64.84 feet); thence South 82°18'52" East, 90.18 feet to the point of beginning, together with a part of the West 1/2 of Section 23, Town 4 North, Range 9 East, Independence Township, Oakland County, Michigan, being more particularly described as beginning at a point which is North 00°00'03" East, 52.65 feet; thence South 89°14'22" West, 164.69 feet; thence South 00°45'38" East, 182.97 feet; thence 99.78 feet along the arc of a curve to the right (radius 282.41 feet, central angle 20°14'36", chord bears South 09°21'40" West, 99.26 feet); thence North 86°58'00" West, 670.82 feet; thence due South, 180.00 feet; thence South 64°40'25" West, 80.00 feet; thence North 67°11'51" West, 330.51 feet from the center of said Section 23, Town 4 North, Range 9 East; thence South 22°48'09" West, 167.58 feet to a point on the North line of Bristol Parke Drive (Private), 40.00 feet wide; thence along said North line, 125.69 feet along the arc of a curve to the left (radius 619.00 feet, central angle 11°38'01", chord bears North 81°00'14" West, 125.47 feet), and North 86°49'14" West, 60.18 feet, and 97.30 feet along the arc of a curve to the left (radius 1019.00 feet, central angle 05°28'15", chord bears North 89°33'22" West, 97.26 feet), and South 87°42'30" West, 6.71 feet, and 168.84 feet along the arc of a curve to the right (radius 581.00 feet, central angle 16°39'02", chord bears North 83°57'59" West, 168.25 feet), and North 75°38'28" West, 25.82 feet, and 224.18 feet along the arc of a curve to the left (radius 1019.00 feet, central angle 12°36'18", chord bears North 81°56'40" West, 223.73 feet); thence North 01°45'14" East, along the East line of Pine Knob Manor Homes II, 43.45 feet, and North 41°21'49" East, 147.93 feet, and North 12°07'38" West, 149.02 feet; thence North 16°58'24" East, 91.02 feet; thence South

58°28'23" East, 483.72 feet, and South 84°03'42" East, 161.08 feet; thence South 67°11'51" East, 108.36 feet to the point of beginning;

hereinafter referred to as Parcel I.

B. The following property may be developed as an expansion phase (or phases) of the Condominium or as a rental development (or developments), a separate condominium project (or projects) or other forms of residential development, which property is more particularly described as:

A part of the East 1/2 of Section 22 and a part of the West 1/2 of Section 23, Town 4 North, Range 9 East, Independence Township, Oakland County, Michigan, being more particularly described as: Beginning at a point on the North-South 1/4 line of said Section 23 distant North 00°00'03" East, 22.65 feet from the center of said Section 23; thence South 89°14'22" West, 134.29 feet; thence South 00°45'38" East, 152.97 feet; thence 120.63 feet along the arc of a curve to the right (radius 312.41 feet, central angle 22°07'22", chord bearing South 10°18'03" West, 119.88 feet); thence 219.37 feet along the arc of a curve to the right (radius 635.48 feet, central angle 19°46'42", chord bearing South 31°15'05" West, 218.28 feet); thence South 12°56'32" West, 213.22 feet; thence South 34°27'47" West, 268.08 feet; thence South 30°17'16" West, 230.18 feet; thence North 53°19'23" West, 342.74 feet; thence North 65°07'51" West, 340.94 feet; thence North 87°14'58" West, 152.30 feet; thence North 04°28'39" East, 235.33 feet; thence 117.56 feet along the arc of a curve to the left (radius 579.00 feet, central angle 11°38'00", chord bearing North 81°00'14" West, 117.36 feet); thence North 86°49'14" West, 60.18 feet; thence 93.48 feet along the arc of a curve to the left (radius 979.00 feet, central angle 05°28'15", chord bearing North 89°33'22" West, 93.45 feet); thence South 87°42'30" West, 6.71 feet; thence 180.47 feet along the arc of a curve to the right (radius 621.00 feet, central angle 16°39'02", chord bearing North 83°57'59" West, 179.83 feet); thence North 75°38'28" West, 25.82 feet; thence 250.45 feet along the arc of a curve to the left (radius 979.00 feet, central angle 14°39'27", chord bearing North 82°58'12" West, 249.77 feet); thence South 89°42'05" West, 108.39 feet; thence 81.76 feet along the arc of a curve to the right (radius 1021.00 feet, central angle 04°35'18", chord bearing North 88°00'16" West, 81.74 feet); thence North 85°42'37" West, 75.28 feet; thence 148.16 feet along the arc of a curve to the left

(radius 579.00 feet, central angle 14°39'39", chord bearing South 86°57'33" West, 147.75 feet); thence South 79°37'43" West, 40.13 feet; thence 139.61 feet along the arc of a curve to the left (radius 579.00 feet, central angle 13°48'54", chord bearing South 72°43'17" West, 139.27 feet); thence South 65°48'50" West, 72.19 feet; thence 56.00 feet along the arc of a curve to the left (radius 420.00 feet, central angle 07°38'24", chord bearing North 20°05'43" West, 55.96 feet); thence North 23°54'55" West, 179.42 feet; thence 64.36 feet along the arc of a curve to the right (radius 205.00 feet, central angle 17°59'21", chord bearing North 14°55'11" West, 64.10 feet); thence 80.48 feet along the arc of a curve to the right (radius 295.97 feet, central angle 15°34'46", chord bearing North 00°58'37" West, 80.23 feet); thence 62.93 feet along the arc of a curve to the right (radius 92.83 feet, central angle 38°50'35", chord bearing North 26°14'08" East, 61.73 feet); thence North 45°39'26" East, 65.84 feet; thence 235.82 feet along the arc of a curve to the right (radius 231.00 feet, central angle 58°29'30", chord bearing North 74°54'11" East, 225.71 feet); thence South 75°51'04" East, 175.86 feet; thence 64.87 feet along the arc of a curve to the left (radius 610.48 feet, central angle 06°05'19", chord bearing South 78°53'39" East, 64.84 feet); thence South 82°18'52" East, 90.18 feet; thence South 22°10'35" East, 145.10 feet; thence South 05°16'02" West, 200.34 feet; thence North 89°42'05" East, 108.39 feet; thence 36.50 feet along the arc of a curve to the right (radius 1019.00 feet, central angle 02°03'09", chord bearing North 89°16'21" East, 36.50 feet); thence North 01°45'14" East, 43.45 feet; thence North 41°21'49" East, 147.93 feet; thence North 12°07'38" West, 149.02 feet; thence North 16°58'24" East, 91.02 feet; thence South 58°28'23" East, 483.72 feet; thence South 84°03'42" East, 161.08 feet; thence South 67°11'51" East, 438.87 feet; thence North 64°40'25" East, 80.00 feet; thence due North 180.00 feet; thence South 86°58'00" East, 670.82 feet; thence 99.78 feet along the arc of a curve to the left (radius 282.41 feet, central angle 20°14'36", chord bearing North 09°21'40" East, 99.26 feet); thence North 00°45'38" West, 182.97 feet; thence North 89°14'22" East, 164.69 feet to a point on the North-South 1/4 line of said Section 23; thence South 00°00'03" West, 30.00 feet along the North-South 1/4 line of said Section 23 to the Point of Beginning, except therefrom Parcel I;

hereinafter referred to as Parcel II.

C. The Association will be responsible for the administration, maintenance, repair and replacement of the Condominium as agent and representative of the Co-owners with respect thereto.

D. It is desirable that there be a common access roadway over a portion of Parcel II for purposes of providing ingress and egress to Parcels I and II to and from Royal St. George and the parties hereto desire to create an easement for such purpose and to provide for joint maintenance of the roadway located within said easement.

NOW, THEREFORE:

1. Access Easement. The Developer does hereby declare and grant a perpetual easement for the benefit of the owners from time to time of Parcel I and Parcel II, and the respective successors and assigns of each and the agents, employees, tenants and invitees of each, over the following described property:

A part of the East 1/2 of Section 22 and part of the West 1/2 of Section 23, Town 4 North, Range 9 East, Independence Township, Oakland County, Michigan, described as: Commencing at the center of Section 23; thence North 00°00'03" East, 22.65 feet along the North-South 1/4 line of said Section 23; thence South 89°14'22" West, 134.29 feet; thence South 00°45'38" East, 152.97 feet; thence 120.63 feet along the arc of a curve to the right (radius 312.41 feet, central angle 22°07'22", chord bearing South 10°18'03" West, 119.88 feet); thence 209.48 feet along the arc of a curve to the right (radius 635.48 feet, central angle 18°53'12", chord bearing South 30°48'20" West, 208.53 feet); thence South 88°15'48" West, 261.64 feet; thence 159.23 feet along the arc of a curve to the left (radius 210.00 feet, central angle 43°26'42", chord bearing South 66°32'25" West, 155.45 feet); thence South 44°49'06" West, 78.31 feet; thence 308.22 feet along the arc of a curve to the right (radius 250.00 feet, central angle 70°38'20", chord bearing South 80°08'16" West, 289.07 feet); thence North 64°32'34" West, 215.70 feet; thence 107.83 feet along the arc of a curve to the left (radius 579.00 feet, central angle 10°40'12", chord bearing North 69°51'08" West, 107.67 feet) to the Point of Beginning; thence 117.56 feet continuing along the arc of a curve to the left (radius 579.00 feet, central angle 11°38'01", chord bearing North 81°00'14" West, 117.36 feet); thence North 86°49'14" West, 60.18 feet; thence 93.48

feet along the arc of a curve to the left (radius 979.00 feet, central angle 05°28'15", chord bearing North 89°33'22" West, 93.45 feet); thence South 87°42'30" West, 6.71 feet; thence 180.47 feet along the arc of a curve to the right (radius 621.00 feet, central angle 16°39'02", chord bearing North 83°57'59" West, 179.83 feet); thence North 75°38'28" West, 25.82 feet; thence 250.45 feet along the arc of a curve to the left (radius 979.00 feet, central angle 14°39'27", chord bearing North 82°58'12" West, 249.77 feet); thence South 89°42'05" West, 108.39 feet; thence 81.76 feet along the arc of a curve to the right (radius 1021.00 feet, central angle 04°35'18", chord bearing North 88°00'16" West, 81.74 feet); thence North 85°42'37" West, 75.28 feet; thence 148.16 feet along the arc of a curve to the left (radius 579.00 feet, central angle 14°39'39", chord bearing South 86°57'33" West, 147.75 feet); thence South 79°37'43" West, 40.13 feet; thence 139.61 feet along the arc of a curve to the left (radius 579.00 feet, central angle 13°48'54", chord bearing South 72°43'17" West, 139.27 feet); thence South 65°48'50" West, 72.19 feet; thence 40.18 feet along the arc of a non-tangent curve to the left (radius 420.00 feet, central angle 05°28'52", chord bearing North 19°00'57" West, 40.16 feet); thence North 65°48'50" East, 68.54 feet; thence 149.25 feet along the arc of a curve to the right (radius 619.00 feet, central angle 13°48'54", chord bearing North 72°43'17" East, 148.89 feet); thence North 79°37'43" East, 40.13 feet; thence 158.39 feet along the arc of a curve to the right (radius 619.00 feet, central angle 14°39'39", chord bearing North 86°57'33" East, 157.96 feet); thence South 85°42'37" East, 75.28 feet; thence 78.56 feet along the arc of a curve to the left (radius 981.00 feet, central angle 04°35'18", chord bearing South 88°00'16" East, 78.54 feet); thence North 89°42'05" East, 108.39 feet; thence 260.68 feet along the arc of a curve to the right (radius 1019.00 feet, central angle 14°39'27", chord bearing South 82°58'12" East, 259.97 feet); thence South 75°38'28" East, 25.82 feet; thence 168.84 feet along the arc of a curve to the left (radius 581.00 feet, central angle 16°39'02", chord bearing South 83°57'59" East, 168.25 feet); thence North 87°42'30" East, 6.71 feet; thence 97.30 feet along the arc of a curve to the right (radius 1019.00 feet, central angle 05°28'15", chord bearing South 89°33'22" East, 97.26 feet); thence South 86°49'14" East, 60.18 feet; thence 125.68 feet along the arc of a curve to the right (radius 619.00

feet, central angle 11°38'01", chord bearing South 81°00'14" East, 125.47 feet); thence South 14°48'46" West, 40.00 feet to the Point of Beginning,

hereinafter referred to as Parcel III, for egress and ingress to and from Parcel I and Parcel II to the right-of-way in Royal St. George.

2. Expense Sharing. It is intended that persons from time to time owning Parcel I and Parcel II (or any part thereof), together with the owners of condominium units in adjoining condominium projects Pine Knob Manor Homes and Pine Knob Manor Homes II, shall be responsible during the time of their ownership for the payment of a proportionate share of the expenses of maintenance, upkeep, repair, replacement and snow removal of Parcel III. It is further anticipated that such share of expenses shall be determined with respect to each respective parcel by multiplying the costs thereof by a fraction, the numerator of which is the number of completed dwelling units located upon each such respective parcel or any part thereof benefitting from Parcel III and the denominator of which is the total of all completed dwelling units benefitting from Parcel III. The Developer intends that the expenses for maintenance, upkeep, repair and replacement of Parcel III be fairly allocated and Developer is entitled to utilize its best judgment in determining a fair allocation. If a completed dwelling unit is part of a condominium development, the condominium association thereof shall be deemed, for the purposes of payment of the above expenses, as the owner of such completed dwelling unit and payment of said expenses shall be an expense of administration of such association. This Declaration shall be amended to confirm the maintenance agreement among all parties and/or condominium associations benefitting from use of Parcel III.

3. Amendment of Declaration. Developer may hereafter add, by separate recorded Declaration, or by amendment to this Declaration, other easement areas lying within Parcel I and/or Parcel II. Developer may also, during development of Parcels I and II and in furtherance thereof without the consent of any person interested in Parcels I and II, relocate or omit any easement described herein in such manner as may be reasonable so long as the relocation or omission has no material adverse effect upon any owner. Further, and without the consent of any person interested in Parcels I and II, Developer may dedicate to the public, in fee or otherwise, the roads, rights of way and easement areas established hereunder. In the event of any such relocation,

omission, or dedication, Developer shall cause an amendment to be made hereto and to be duly recorded in order to properly reflect such omission, relocation or dedication. Upon recordation of such separate declaration or any such amendment hereto, any newly resulting easements shall be administered as originally provided herein. This Declaration may otherwise be amended only by execution by all affected parties and recordation of an Amendment in the office of the Oakland County Register of Deeds.

4. Maintenance Agreement by Condominium Association. Association joins in this Declaration for the purpose of agreeing on behalf of itself, its successors and assigns to bear its share of the expenses of maintaining (including snow plowing) the pavement lying within the easement created herein.

5. Covenants Run With the Land. The easement hereinbefore granted and declared shall run with the land and shall be a non-exclusive perpetual easement and shall be of both benefit and burden to the owners of Parcel I and Parcel II and their respective successors and assigns. Said easement, however, is private and nothing herein contained shall be deemed to constitute a dedication of the same to the public absent dedication by separate specific recorded instrument.

6. Binding Effect. This instrument shall be binding and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, this Declaration of Easement was executed as of the day and year first written above.

WITNESSES:

PINE KNOB MANOR HOMES ASSOCIATES  
III, a Michigan co-partnership

/s/Catherine Kim Shierk  
Catherine Kim Shierk

By: ALEX BRUNI ASSOCIATES I  
LIMITED PARTNERSHIP, a  
Michigan limited partnership,  
Partner

/s/Yolanda Williams  
Yolanda Williams

By: /s/Alex A. Bruni  
Alex A. Bruni,  
General Partner



PINE KNOB MANOR HOMES III  
ASSOCIATION, a Michigan non-  
profit corporation

/s/Catherine Kim Shierk  
Catherine Kim Shierk

By: Alex A. Bruni  
Alex A. Bruni, President

/s/Yolanda Williams  
Yolanda Williams

STATE OF MICHIGAN)  
                                      ) ss.  
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 10th day of November, 1987, by Alex A. Bruni, General Partner of Alex Bruni Associates I Limited Partnership, a Michigan limited partnership, Partner of Pine Knob Manor Homes Associates III, a Michigan co-partnership, on behalf of said partnership.

/s/Catherine Kim Shierk  
Catherine Kim Shierk  
Notary Public, Oakland County, MI  
My commission expires: August 29, 1989

STATE OF MICHIGAN)  
                                      ) ss.  
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 10th day of November, 1987, by Alex A. Bruni, the President of Pine Knob Manor Homes III Association, a Michigan non-profit corporation, on behalf of said corporation.

/s/Catherine Kim Shierk  
Catherine Kim Shierk  
Notary Public, Oakland County, MI  
My commission expires: August 29, 1989

This instrument drafted by:

C. Kim Shierk of  
Dykema, Gossett, Spencer, Goodnow & Trigg  
505 North Woodward Avenue, Suite 3000  
Bloomfield Hills, Michigan 48013

When recorded, return to drafter