

*Mant & Assoc
for Green Hills Pk
see 32*

FOR FILED

**DECLARATION OF EASEMENTS
AND AGREEMENT FOR MAINTENANCE**

This Declaration of Easements and Agreement for Maintenance made as of the _____ day of _____, 1998, by Green Hill Pines, L.L.C., a Michigan limited liability company, (hereinafter called "Green Hill"), whose address is 41400 Dequindre, Suite 105, Sterling Heights, Michigan 48314, Italo-American Condominium Corporation, a Michigan corporation, (hereinafter called "Italo"), whose address is 21971 Farmington Hills, Michigan 48336, and the City of Farmington Hills (hereinafter called "City"), whose address is 31555 Eleven Mile Road, Farmington Hills, Michigan 48336.

WHEREAS, Green Hill is the owner of the land described in Exhibit A attached hereto and hereinafter referred to as Parcel I, to be developed as Green Hill Pines, a proposed condominium project; and

WHEREAS, Italo is the Developer of River Pines, a condominium project (original Master Deed recorded in Liber 10096, Pages 644 through 707, including the First through Twenty-First Amendments to the Master Deed, Oakland County Records, and known as Oakland County Condominium Subdivision Plan Number 508), which includes the land described in Exhibit B hereto and hereinafter referred to as Parcel II; and

WHEREAS, Italo is the owner of the land described in Exhibit C attached hereto and hereinafter referred to as Parcel III, to be developed as a future phase of River Pines; and

WHEREAS, the City is the owner of the land described in Exhibit D attached hereto and hereinafter referred to as Parcel IV, to be developed as fire station; and

WHEREAS, it is desirable that there be a drainage easement over the property described in Exhibit E attached hereto, hereinafter referred to as Retention Area, for the purpose of providing storm water drainage and storm water retention for Parcels I, II, III and IV and the parties hereto desire to create such an easement for such purpose and to provide a method for maintenance of any storm sewer, storm water drainage and storm water retention constructed over said easement; and

NOW, THEREFORE, the parties hereto hereby declare and grant perpetual non-exclusive easements for the benefit of the owners from time to time of Parcels I, II, III and IV and the respective successors and assigns of each and the agents, employees, tenants and invitees of each over the Retention Area, for the purpose of providing storm sewer, storm water drainage and storm water retention over the Retention Area for the benefit of Parcels I, II, III and IV which shall include the right to construct, maintain, repair, and/or replace a storm water retention pond within the Retention Area.

Persons from time to time owning Parcels I, II, III and IV shall be responsible during the time of their ownership for the payment of a prorated portion of the expenses of maintenance, upkeep, repair and replacement including insurance premiums and reserve for replacement, of the Retention Area, which share of expenses shall be determined with respect to each respective parcel as follows:

Parcel I (Green Hill Pines Condominium) - 44.5%
Parcel II and Parcel III (River Pines Condominium) - 48.00%
Parcel IV (City of Farmington Hills fire station) - 7.50%

The easements hereinbefore granted and declared shall run with the land and shall be non-exclusive perpetual easements and shall be of both benefit and burden to the owners of Parcels I, II, III and IV, and any part thereof, and their respective successors and assigns.

All sums assessed to the owners of Parcels I, II, III and IV, pursuant to the expense-sharing formulae set forth in the preceding Paragraphs shall constitute a lien against each respective parcel from the date of assessment. All such liens shall be prior to all other liens upon such Parcels except tax liens in favor of any federal or state taxing authority, all sums unpaid on a first mortgage of record and any lien arising under Act 59 of Public Acts of 1978, as amended.

In the event the owner or owners of Parcels I, II, III and IV default in the obligation to pay any assessment levied under any of the Paragraphs above, the non-defaulting owner or owners may enforce collection of such assessment by a suit at law for a money judgment or by foreclosure of the lien securing payment in the same manner that real estate mortgages may be foreclosed by action under Michigan law. The expenses incurred in connection with collecting unpaid assessments, including interest, costs and attorney's fees paid the non-defaulting owner or owners shall be chargeable to the owner or owners in default, and shall be secured by such lien.

No owner of Parcels I, II, III and IV may exempt itself from liability for any assessments levied under any of the above Paragraphs by waiver of use or enjoyment of this Declaration of Easements and Agreement for Maintenance.

IN WITNESS WHEREOF, this Declaration of Easements and Agreement for Maintenance was executed as of the day and year first written above.

WITNESSES:

GREEN HILL PINES L.L.C.,
a Michigan limited liability
company

Stephen Devers
STEPHEN DEVERS

By: Resco, Inc., a Michigan
corporation, Member

Dena L. Adamczak
Dena L. Adamczak

By: Salvatore Cottone
Salvatore Cottone
President

Stephen Devers
STEPHEN DEVERS

ITALO-AMERICAN CONDOMINIUM CORP-
ORATION, a Michigan corporation

Dena L. Adamczak
Dena L. Adamczak

By: Salvatore Cottone
Salvatore Cottone
Secretary/Treasurer

CITY OF FARMINGTON HILLS

By: _____

Its: _____

STATE OF MICHIGAN)
COUNTY OF Macomb) SS.

On this 3 day of September, 1998, the fore-
going Master Deed was acknowledged before me by Salvatore Cot-
tone, the President of Resco, Inc., a Michigan corporation,
Member of Green Hill Pines L.L.C., a Michigan limited liability
company, on behalf of it.

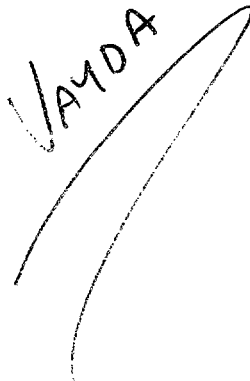
Jaura A. Baker
Notary Public, Macomb County,
Michigan
My Commission Expires: Sept 17, 2000

**EXHIBIT A TO DECLARATION OF EASEMENTS
AND AGREEMENT FOR MAINTENANCE**

Parcel I:

A DETENTION POND EASEMENT IN THE N.E. 1/4 OF SECTION 32, T. 1 N., R. 9 E., CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN DESCRIBED AS: BEGINNING AT A POINT DISTANT N. 89 56'00" W., 874.51 FEET MEASURED ALONG THE NORTH LINE OF SECTION 32 AND NINE MILE ROAD CENTERLINE (33 FEET WIDE, 1/2 WIDTH), AND S. 00 10'01" E., 1,075.80 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 32; THENCE FROM SAID POINT OF BEGINNING S. 00 10'01" E., 250 FEET; THENCE N. 89 48'53" W., 163.00 FEET; THENCE N. 00 11'07" E., 157.00 FEET; THENCE N. 51 10'50" E., 147.30 FEET; THENCE N. 89 49'59" E., 47.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.81 ACRES OF LAND.

VAYDA



**EXHIBIT B TO DECLARATION OF EASEMENTS
AND AGREEMENT FOR MAINTENANCE**

Parcel II:

A DETENTION POND EASEMENT IN THE N.E. 1/4 OF SECTION 32, T. 1 N., R. 9 E., CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN DESCRIBED AS: BEGINNING AT A POINT DISTANT N. 89 56'00" W., 874.51 FEET MEASURED ALONG THE NORTH LINE OF SECTION 32 AND NINE MILE ROAD CENTERLINE (33 FEET WIDE, 1/2 WIDTH); THENCE S. 00 10'01" E., 987.79 FEET; THENCE N. 89 49'59" E. 29.23 FEET; THENCE S. 19 57'53" E. 74.93 FEET; THENCE S. 36 13'19" E. 58.00 FEET; THENCE S. 04 46'01" E. 17.43 FEET AND S. 47 35'02" E. 131.50 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 32; THENCE FROM SAID POINT OF BEGINNING S. 47 35'02" E. 5.82 FEET; THENCE S. 63 51'55" E. 146.24 FEET; THENCE S. 78 05'30" E. 74.74 FEET; THENCE S. 00 10'22" W. 32.32 FEET (32.65 FEET RECORD); THENCE N. 89 48'53" W. (N. 89 49'38" W. RECORD) 212.63 FEET; THENCE N. 00 10'00" W. 111.04 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.33 ACRES MORE OR LESS.

**EXHIBIT C TO DECLARATION OF EASEMENTS
AND AGREEMENT FOR MAINTENANCE**

Parcel III:

A DETENTION POND EASEMENT IN THE N.E. 1/4 OF SECTION 32, T. 1 N., R. 9 E., CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN DESCRIBED AS: BEGINNING AT A POINT DISTANT N. 89 56'00" W., 874.51 FEET MEASURED ALONG THE NORTH LINE OF SECTION 32 AND NINE MILE ROAD CENTERLINE (33 FEET WIDE, 1/2 WIDTH), AND S. 00 10'01" E., 987.79 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 32; THENCE FROM SAID POINT OF BEGINNING N. 89 49'59" E. 29.23 FEET; THENCE S. 19 57'53" E. 74.93 FEET; THENCE S. 36 13'19" E. 58.00 FEET; THENCE S. 04 46'01" E. 17.43 FEET; THENCE S. 47 35'02" E. 131.50 FEET; THENCE S. 44 50'00" W. 6.15 FEET; THENCE S. 00 10'00" E. 111.04 FEET; THENCE N. 89 48'53" W. (N. 89 49'38" W. RECORD) 182.63 FEET; THENCE N. 00 10'01" W. 338.01 FEET (338.43 FEET RECORD) TO THE POINT OF BEGINNING AND CONTAINING 0.95 ACRES MORE OR LESS.

**EXHIBIT D TO DECLARATION OF EASEMENTS
AND AGREEMENT FOR MAINTENANCE**

Parcel IV:

PART OF THE N.E. 1/4 OF SECTION 32, T. 1 N., R. 9 E., CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT DISTANT N. 89 56'00" W. 818.01 FEET ALONG THE NORTH LINE OF SECTION 32, SAID LINE ALSO BEING THE CENTERLINE OF NINE MILE ROAD, FROM THE N.E. CORNER OF SAID SECTION 32; THENCE S. 00 10'01" E. 60.00 FEET; THENCE S. 89 56'00" E. 345.00 FEET; THENCE S. 00 10'00" E. 100.87 FEET; THENCE S. 50 22'47" W. 254.49 FEET; THENCE N. 89 49'38" W. 205.00 FEET; THENCE N. 00 10'01" W. 323.00 FEET; THENCE S. 89 56'00" E. 56.50 FEET ALONG SAID NORTH LINE OF SECTION 32, SAID LINE ALSO BEING THE CENTERLINE OF NINE MILE ROAD TO THE POINT OF BEGINNING, CONTAINING 2.14 ACRES, MORE OR LESS, BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER NINE MILE ROAD AND BEING SUBJECT TO ALL EASEMENTS OF RECORD.

**EXHIBIT E TO DECLARATION OF EASEMENTS
AND AGREEMENT FOR MAINTENANCE**

Retention Area:

A DETENTION POND EASEMENT IN THE N.E. 1/4 OF SECTION 32, T. 1 N., R. 9 E., CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN DESCRIBED AS: BEGINNING AT A POINT DISTANT N. 89 56'00" W., 874.51 FEET MEASURED ALONG THE NORTH LINE OF SECTION 32 AND NINE MILE ROAD CENTERLINE (33 FEET WIDE, 1/2 WIDTH), AND S. 00 10'01" E., 987.79 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 32; THENCE FROM SAID POINT OF BEGINNING N. 89 49'59" E. 29.23 FEET; THENCE S. 19 57'53" E. 74.93 FEET; THENCE S. 36 13'19" E. 58.00 FEET; THENCE S. 04 46'01" E. 17.43 FEET; THENCE S. 47 35'02" E. 137.32 FEET; THENCE S. 63 51'55" E. 146.24 FEET; THENCE S. 78 05'30" E. 74.74 FEET; THENCE S. 00 10'22" W. 32.32 FEET; THENCE N. 89 48'53" W. (N.89 49'38" W. RECORD) 558.26 FEET; THENCE N. 00 11'07" E. 157.00 FEET; THENCE N. 51 10'50" E. 147.30 FEET; THENCE N. 89 49'59" E. 47.00 FEET; THENCE N. 00 10'01" W. 88.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.08 ACRES MORE OR LESS.

