

Recorded August 16, 1999
in Liber 2638, Pages 934
through 941, both inclusive,
Livingston County Records.

EASEMENT FOR COMMON RECREATION FACILITIES

This EASEMENT AGREEMENT is made this 6th day of August, 1999 by and between THE GLENS AT ROLLING RIDGE, L.L.C., a Michigan limited liability company, whose address is 24595 Groesbeck Highway, Warren, Michigan 48090 (hereinafter referred to as the "Grantor") and ROLLING RIDGE I ASSOCIATION, a Michigan non-profit association, whose address is 27655 Middlebelt Road, Farmington Hills, Michigan 48334 (hereinafter referred to as the "Association").

RECITALS:

- A. The Association has been established to administer the common affairs of the owners of units in a certain single family, site condominium located in Genoa Township, Livingston County, Michigan and known as Rolling Ridge I, Livingston County Condominium Subdivision Plan No. 134 (the "Condominium"). The Condominium was established with the recording of the Master Deed of Rolling Ridge I (the "Master Deed") on January 27, 1998 at Liber 2285, Pages 437 through 510, Livingston County Records. The land included in the Condominium with the recording of the Master Deed and the land that may be added to the Condominium pursuant to the Master Deed is legally described in the attached Exhibit "A".
- B. Grantor has acquired land (the "Burdened Parcel") located immediately south of the Condominium and legally described in the attached Exhibit "B". Grantor intends to construct and operate an apartment development upon the Burdened Parcel. The apartment development is to be known as The Glens at Rolling Ridge ("The Glens").
- C. Pursuant to an agreement between Grantor and the developer of the Condominium, The Selective Group, Inc. ("Selective"), Grantor intends to construct recreation facilities (the "Recreation Facilities") upon the Burdened Parcel as part of the development of The Glens. The Recreation Facilities will include a community building, a tennis court, a tot lot and a swimming pool and pursuant to the aforesaid agreement, Selective will pay half of the costs of constructing the Recreation Facilities; said costs including, but not being limited to, the cost of construction, supervision of construction, furnishings and necessary landscaping, all as identified in a development and construction budget established in accordance with the Operating Agreement of the Grantor.
- D. Pursuant to both the agreement between Selective and Grantor and the Master Deed, both the owners of units in the Condominium (including all units that may be created on the land that may be added to the Condominium pursuant to the Master Deed) and the residents of The Glens will be entitled to use the Recreation Facilities.
- E. Grantor now wishes to establish easements for ingress and egress to the Recreation Facilities and for the use of said facilities by the owners of units in the Condominium and their guests, tenants, invitees and successors in interest in accordance with the agreement between Selective and Grantor. Grantor and the Association also wish to provide for the continuing maintenance and operation of the Recreation Facilities.

NOW THEREFORE, in consideration of the foregoing recitals, the execution of this Agreement by the parties hereto, the mutual covenants and agreements contained herein, and for other good and valuable consideration, including the payment of One Dollar (\$1.00) to Grantor, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, it is agreed as follows:

1. Grant of Easements.

(a) Grantor hereby grants to the owners of all Units created within the aforesaid Condominium and all Units that may be subsequently added to the Condominium pursuant to the Master Deed (the "Unit Owners") a permanent, nonexclusive easement over and across the roads and sidewalks constructed within the Burdened Parcel for pedestrian access to the Recreation Facilities, said Recreation Facilities to include a community building, a tennis court and a swimming pool and the land immediately surrounding those facilities. The scope of this easement is limited to the roads and sidewalks installed between the Latson Road entrance to The Glens and the Recreation Facilities. The beneficiaries of this easement include the guests, tenants, invitees and successors in interests of the Unit Owners.

(b) Grantor hereby grants to the Unit Owners and their respective guests, tenants, invitees and successors in interest a permanent, nonexclusive easement over and across the roads installed upon the Burdened Parcel between the Latson Road entrance to The Glens and the Recreation Facilities for vehicular access to the parking areas constructed upon the Burdened Parcel and designated by Grantor as parking for users of the Recreation Facilities.

(c) Grantor hereby grants to the Unit Owners and their respective guests, tenants, invitees and successors in interest a permanent, nonexclusive easement to use the Recreation Facilities, subject to such limitations, rules and regulations as may be imposed in accordance with this Agreement. The scope of this easement includes the right to park automobiles and pick-up trucks within the parking areas constructed upon the Burdened Parcel and designated for parking by users of the Recreation Facilities.

(d) It is the intent of the parties to this Easement Agreement that ingress and egress to the Recreation Facilities by the beneficiaries of the easements created herein shall be limited to ingress and egress from the Latson Road entrance to The Glens. Except as provided in the easements established in paragraphs (a) and (b) above, the use of portions of the Burdened Parcel by persons other than residents of The Glens and their guests and invitees for access to the Recreation Facilities is prohibited and any such use of the Burdened Parcel for access to the Recreation Facilities shall constitute trespass.

2. Encumbrances. The easements herein granted are made subject to all covenants, conditions, restrictions, encumbrances and easements of record as of the date hereof. The Association, for itself and its current and future members, the Unit Owners, hereby acknowledges that Grantor may grant other easements and encumbrances over and across the areas encumbered by the easements granted above so long as such other easements and encumbrances do not interfere with the use and enjoyment of the easements granted herein by the beneficiaries of said easements.

3. Maintenance, Repair and Replacement of the Recreation Facilities. Grantor shall be responsible for maintaining, repairing and replacing the Recreation Facilities and the parking areas constructed and maintained in connection with the use of the Recreation Facilities. Grantor shall maintain a separate account of the costs of maintaining, repairing, replacing and operating the Recreation Facilities and a separate account of any funds received in from the operation and maintenance of the Recreation Facilities, including funds received as a result of any and all insurance claims. After the initial construction of the Recreation Facilities (which will be funded by Grantor and Selective), the net cost of maintaining, repairing, replacing and operating the Recreation Facilities shall be shared by Grantor and the Association

on a sixty percent (60%) - forty percent (40%) basis and Grantor shall have the right to periodically assess the Association for its forty percent (40%) share of that net cost in accordance with the procedures set forth below. Grantor shall have the right to suspend all beneficiaries of the easements established in paragraphs 1(a) through (d) above from the use of those easements upon failure by the Association to pay its share of the net costs of maintaining and operating the Recreation Facilities within thirty (30) days of receipt of an assessment from Grantor.

4. Oversight of the Operation and Maintenance of the Recreation Facilities. Thirty days prior to the completion of the initial construction of the Recreation Facilities, Grantor shall establish a five-member advisory committee (the "Advisory Committee") to oversee the operation and maintenance of the Recreation Facilities. Grantor shall appoint three (3) of the members of the Advisory Committee and the Association, through its Board of Directors, shall appoint the remaining two (2) members of the Advisory Committee. The Advisory Committee shall adopt operating bylaws governing the operation of the Advisory Committee. The Advisory Committee shall have the authority and the responsibility for promulgating rules and regulations governing the use of the Recreation Facilities and the related parking areas, including rules governing the time of day during which the Recreation Facilities may be used. The Advisory Committee shall also be responsible for establishing an annual budget for the operation and maintenance of the Recreation Facilities and said annual budget shall be used as the basis for the assessments imposed on the Association by Grantor pursuant to paragraph 3 above. Such assessments shall normally not be imposed more frequently than quarterly; provided that Grantor shall have the right to impose an assessment on an emergency basis if a shortfall in funds required to operate and maintain the Recreation Facilities should occur.

5. Insurance Requirements. Grantor shall carry hazard insurance against damage or destruction of the Recreation Facilities in amounts equal to the replacement cost of said facilities and liability insurance in such amounts as may be deemed reasonable by the Advisory Committee. The net cost of maintaining, repairing, replacing and operating the Recreation Facilities shall include the premiums for hazard and liability insurance directly allocable to the maintenance and operation of the Recreation Facilities.

6. Arbitration of Disputes. In the event that a dispute arises between Grantor and the Association with regard to the maintenance, use or operation of the Recreation Facilities, said dispute, upon the consent of both Grantor and the Association, shall be submitted to arbitration.

7. Covenants Running with the Land. The easements herein granted and the agreements herein contained shall be easements and covenants running with the Burdened Parcel and the Units created and to be created within the Condominium and all such easements and covenants shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns; including, with respect to the Association, its members, the Unit Owners.

8. Notices. Notices permitted or required hereunder shall be in writing and shall be delivered or sent by certified mail to the addresses first provided above, provided that any party may change such address by written notice to the other party.

9. Governing Laws. This Agreement shall be construed in accordance with the laws of the State of Michigan.

10. Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

11. Severability. If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term,

provision, or condition to persons or circumstances, other than those in respect of which it is invalid or unenforceable) shall not be affected thereby and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

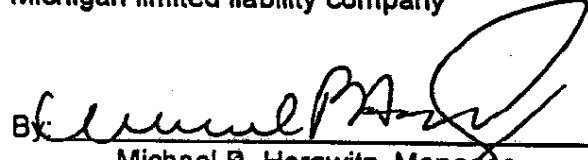
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

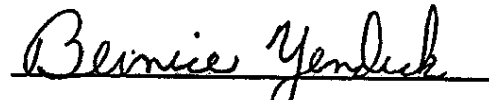
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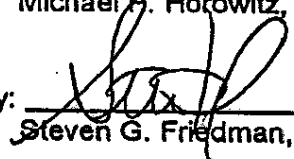
THE GLENS AT ROLLING RIDGE, L.L.C., a Michigan limited liability company

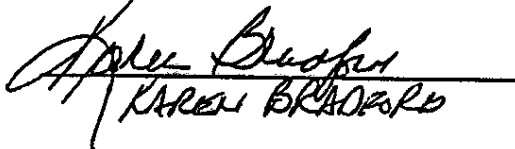
WITNESSED:
(as to both signatures)


DAVID DARLOWSKI

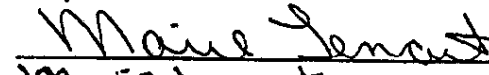
By: 
Michael P. Horowitz, Manager



BERNICE YENDICK
WITNESSED:
(as to both signatures)

And By: 
Steven G. Friedman, Manager


KAREN BRASERO

And By: 
David L. Bittker, Manager


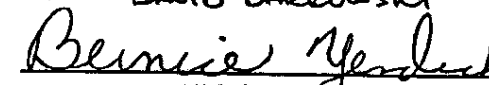

Marie Lenart

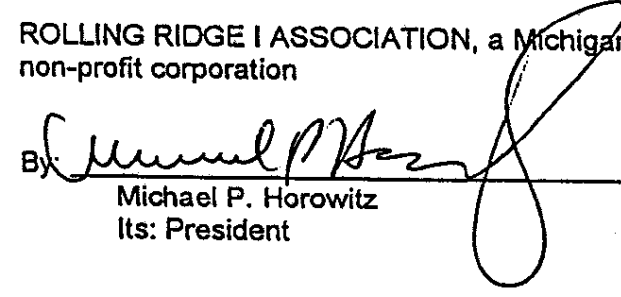
And By: 
Alan W. Strickstein, Manager

WITNESSED:

"ASSOCIATION"

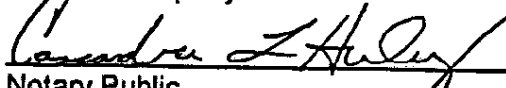
ROLLING RIDGE I ASSOCIATION, a Michigan non-profit corporation


DAVID DARLOWSKI

BERNICE YENDICK

By: 
Michael P. Horowitz
Its: President

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

The foregoing document was acknowledged before me this 2 day of August, 1999 by Michael P. Horowitz and by Steven G. Friedman, both being Managers of The Glens at Rolling Ridge, L.L.C., a Michigan limited liability company, on behalf of said company.



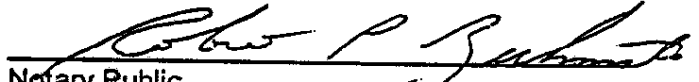
Notary Public
Wayne County, Michigan
My Commission Expires:

CASSANDRA L. HURLEY
NOTARY PUBLIC - WAYNE COUNTY, MI
MY COMMISSION EXP. 05/15/2001

ACTING IN Oakland COUNTY

STATE OF MICHIGAN)
)SS
COUNTY OF Macomb)

The foregoing document was acknowledged before me this 6 day of August, 1999 by David L. Bittker and by Alan W. Strickstein, both being Managers of The Glens at Rolling Ridge, L.L.C., a Michigan limited liability company, on behalf of said company.

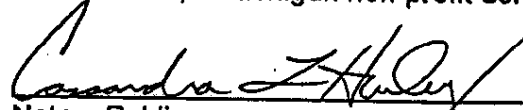


Notary Public
Macomb County, Michigan
My Commission Expires:

ROBERT P. ZECHMEISTER
Notary Public - Macomb County, MI
My Commission Expires November 14, 1999

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

The foregoing document was acknowledged before me this 2 day of August, 1999 by Michael P. Horowitz, the President of Rolling Ridge I Association, a Michigan non-profit corporation, on behalf of the corporation.



Notary Public
Wayne County, Michigan
My Commission Expires:

CASSANDRA L. HURLEY
NOTARY PUBLIC - WAYNE COUNTY, MI
MY COMMISSION EXP. 05/15/2001

ACTING IN Oakland COUNTY

DRAFTED BY AND WHEN RECORDED RETURN TO:

George W. Day, Esq.
Jackier, Gould, Bean, Upfal & Eizelman
Second Floor
121 West Long Lake Road
Bloomfield Hills, MI 48304-2719
(248) 642-0500

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EXHIBIT "A"
The "Condominium"

A parcel of land located in Genoa Township, Livingston County, Michigan, and described as follows:

Units 1 through 83, both inclusive, Rolling Ridge I, Livingston County Condominium Subdivision Plan No. 134, as established by the recording of the Master Deed of Rolling Ridge I at Liber 2285, Pages 437 through 510, both inclusive, Livingston County Records, and all of the limited and general common elements appurtenant thereto; said land also being described as follows:

Part of the Northeast 1/4 of Section 5, T2N, R5E, Genoa Township, Livingston County, Michigan, more particularly described as:

Commencing at the East 1/4 corner of Section 5; thence along the east line of said Section 5 and the centerline of Latson Road (proposed 60 ft. 1/2 right-of-way), N 02°11'05" E (previously described as N 02°11'26" E), 357.72 feet; thence N 87°48'55" W, 60.00 feet, to the POINT OF BEGINNING; thence continuing N 87°48'55" W, 432.00 feet; thence S 67°11'28" W, 221.21 feet; thence S 79°15'18" W, 156.47 feet; thence N 88°40'53" W, 302.01 feet; thence S 57°10'55" W, 167.78 feet; thence S 02°12'56" W, 147.99 feet; thence along the East-West 1/4 line of Section 5, N 88°41'15" W, 1024.85 feet; thence N 24°27'49" E, 219.79 feet; thence Northwesterly on an arc right, having a length of 99.41 feet, a radius of 197.00 feet, a central angle of 28°54'41", and a long chord which bears N 51°04'51" W, 98.35 feet; thence N 53°22'30" E, 113.32 feet; thence N 06°58'31" W, 42.81 feet; thence N 02°09'07" E, 161.01 feet; thence N 64°28'03" E, 166.48 feet; thence N 57°23'08" E, 77.60 feet; thence N 73°33'32" E, 42.09 feet; thence S 89°09'23" E, 360.88 feet; thence N 84°37'14" E, 95.30 feet; thence N 70°10'31" E, 97.60 feet; thence N 28°37'46" W, 128.67 feet; thence Northeasterly on an arc left, having a length of 55.54 feet, a radius of 263.00 feet, a central angle of 12°06'02", and a long chord which bears N 55°19'13" E, 55.44 feet; thence N 49°16'12" E, 231.94 feet; thence along the centerline of the Latson Road Drain, a 40 foot wide Easement for Storm Drainage as recorded in Liber 1291 on Page 157 of the Livingston County Records on the following three (3) courses: 1) S 41°36'18" E (recorded as S 43°55'35" E), 34.37 feet; 2) S 76°56'00" E (recorded as S 79°15'17" E), 370.25 feet; 3) S 80°22'38" E (recorded as S 82°41'55" E), 837.96 feet; thence along the West line of Latson Road, S 02°11'05" W, 189.90 feet; thence S 87°48'55" E, 60.00 feet; thence along the East line of Section 5 and the centerline of Latson Road, S 02°11'05" W, 120.00 feet; thence N 87°48'55" W, 60.00 feet; thence along the West line of Latson Road, S 02°11'05" W, 124.97 feet to the POINT OF BEGINNING; all of the above containing 32.12 acres, more or less, and including the use of the existing Latson Road (proposed 60 foot 1/2 right-of-way) and subject to said Latson Road Drain as recorded in Liber 1291 on Page 157 of the Livingston County Records.

Formerly part of Tax Parcel No. 11-05-200-001-201-47070

- AND, IN ADDITION -

The land that may be added to Rolling Ridge I, pursuant to the Master Deed thereof, said land being described as follows:

Part of the Northeast 1/4 of Section 5, T2N, R5E, Genoa Township, Livingston County, Michigan, more particularly described as:

Commencing at the East 1/4 Corner of Section 5; thence along the East line of Section 5 and the centerline of Latson Road, N 02°11'05" E (previously described as N 02°11'26" E), 784.76 feet, to the POINT OF BEGINNING; thence along the centerline of the Latson Road Drain, a 40 foot wide Easement for Storm Drainage as recorded in Liber 1291 on Page 157 of the Livingston County Records on the following three

(3) courses: 1) N 80°22'38" W (recorded as N 82°41'55" W), 898.47 feet, 2) N 76°56'00" W (recorded as N 79°15'17" W), 370.25 feet, 3) N 41°36'18" W (recorded as N 43°55'35" W), 34.37 feet; thence S 49°16'12" W, 231.94 feet; thence Southwesterly on an arc right, having a length of 55.54 feet, a radius of 263.00 feet, a central angle of 12°06'02", and a long chord which bears S 55°19'13" W, 55.44 feet; thence S 28°37'46" E, 128.67 feet; thence S 70°10'31" W, 97.60 feet; thence S 84°37'14" W, 95.30 feet; thence N 89°09'23" W, 360.88 feet; thence S 73°33'32" W, 42.09 feet; thence S 57°23'08" W, 77.60 feet; thence S 64°28'03" W, 166.48 feet; thence S 02°09'07" W, 161.01 feet; thence S 06°58'31" E, 42.81 feet; thence S 53°22'30" W, 113.32 feet; thence Southeasterly on an arc left, having a length of 99.41 feet, a radius of 197.00 feet, a central angle of 28°54'41" and a long chord which bears S 51°04'51" E, 98.35 feet; thence S 24°27'49" W, 219.79 feet; thence along the East-West ¼ line of Section 5, N 88°41'15" W, 259.79 feet, to the Center of Section 5; thence along the North-South ¼ line of Section 5, N 02°08'25" E, 1325.04 feet (previously described as N 02°08'46" E, 1325.47 feet); thence S 89°10'29" E, 1286.20 feet, (previously described as S 89°09'44" E, 1286.03 feet); thence S 88°45'15" E, 1284.34 feet (previously described as S 88°44'51" E, 1284.51 feet); thence along the East line of Section 5 and the centerline of Latson Road, S 02°11'05" W (previously described as S 02°11'26" W), 552.73 feet, to the POINT OF BEGINNING; containing 37.20 acres, more or less.

Tax Parcel No. 11-05-200-001-201-47070

EXHIBIT "B"
The "Burdened Parcel"

A parcel of land located in Genoa Township, Livingston County, Michigan, and described as follows:

Part of the Northeast 1/4 and Southeast 1/4 of Section 5, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Beginning at the East 1/4 Corner of Section 5; thence along the East line of Section 5 and the centerline of Latson Road, S 02°11'26" W, 387.96 feet; thence N 87°39'25" W, 1284.65 feet; thence N 02°12'56" E, 364.86 feet; thence N 02°12'56" E, 147.99 feet; thence N 57°10'55" E, 167.78 feet; thence S 88°40'53" E, 302.01 feet; thence N 79°15'18" E, 156.47 feet; thence N 67°11'28" E, 221.21 feet; thence S 87°48'55" E, 492.00 feet; thence along the East line of Section 5 and the centerline of Latson Road, S 02°11'05" W (previously described as S 02°11'26" W), 357.72 feet, to the POINT OF BEGINNING; containing 19.85 acres, more or less.

Tax Parcel No. 11-05-200-013