

MAINTENANCE AGREEMENT

FOR MAINTENANCE AND REPAIR OF PRIVATE ROAD

This Maintenance Agreement made this 8th day of May, 2019 by S.E. Michigan Land Holding LLC (“Developer”), a Michigan limited liability company, of 13001 23 Mile Road, Shelby Twp., MI 48315, and the CITY OF ROCHESTER HILLS (“the City”), whose address is 1000 Rochester Hills Drive, Rochester Hills, MI 48309.

WHEREAS, Developer owns and proposes to develop the Property described in attached Exhibit A; and

WHEREAS, Developer intends to develop the Property as a residential condominium to be known as Cumberland Village (“Development”), and to establish the Cumberland Village condominium Association (“Association”) to manage and administer the affairs of the Development.

The Development will include a sixty (60) foot wide interior private road, described on the attached Exhibit A (“Private Road”), and Developer wishes to grant an easement to the City for ingress and egress over and across the Private Road for purposes of emergency and public vehicle access to the Development.

NOW, THEREFORE, IT IS HEREBY DECLARED, GRANTED AND COVENANTED that the Property aforescribed now, and if and when conveyed by subject to and changed with all the protective covenants, restrictions, obligations and conditions hereinafter set forth in this instrument.

I.

INGRESS AND EGRESS AND MAINTENANCE

- A. Ingress and egress to and from each of the Condominium Units (“Units”) shall be by means of a private easement road as is described in Exhibit A, and ingress and egress shall be in common. Said private easement road shall be established according to the standards and specifications of the City of Rochester Hills. None of the record title owners of the Units, by exclusion in any conveyance, may disassociate a particular Unit’s right to use the private easement road.
- B. The owners of each of the Units shall be responsible for and shall pay the total cost to maintain the road (including snow and ice removal). Each Unit shall be responsible for an equal share of the cost of maintenance, with the further provision that once at least two of the Units actually have buildings constructed on them; the cost of maintenance shall be the responsibility of only the Units that have buildings and are therefore, users of the road.
- C. The need for any particular act or item of maintenance or repair shall be determined by two or more of the owners of the Units who will be sharing in the cost of maintenance or repair. Each of said Units shall have one (1) vote, regardless of the number of owners of any given Unit. The owners of record of said Units responsible for the cost of maintenance or repair shall pay the amount determined to be due within thirty (30) days after receipt of written notice of the necessity of a required maintenance project signed by a majority of those Unit owners.
- D. Any new improvement of the road, which shall be defined as more than ordinary maintenance and repair of the private road shall be paid for entirely by those owners of the Units who desire to improve the road, unless all of the owners agree to share cost of the improvement.
- E. Anything herein to the contrary notwithstanding, each party hereto shall be solely responsible for repairing, or causing to be repaired, at his or her own expense, any extraordinary or unusual damage to the aforementioned private road occasioned by or resulting from his or her use of such road for the ingress and egress of construction equipment, or from such other heavy or unusual use thereof.

F. Failure of any owner to pay his or her pro rata share of the cost of maintenance within the time hereinbefore provided shall entitle the other owners to collect it in a Court of competent jurisdiction.

G. Each of the parties hereto shall absolutely desist and refrain from prohibiting, restricting, limiting or in any manner interfering with normal access to and use of the private road which is the subject matter of this Agreement by any of the other owners of Units hereto it being expressly understood and agreed that such normal access and use shall include use by family, guests, invitees, tradesmen, emergency vehicles and personnel, and others bound for or returning from the premises of any of the said parties.

II.

EASEMENT FOR PUBLIC VEHICLES

Developer hereby grants an easement to the public for all reasonable and necessary emergency and public vehicles over the easement described herein and designated on Exhibit A as the private road easement. Said easement shall be for the purposes of said emergency and public officials performing whatever emergency and public services, which appear reasonably necessary, in their sole discretion, under the circumstances.

III.

EASEMENT FOR UTILITIES

A non-exclusive easement for utilities to serve any of the Parcels is hereby granted over and under the private road.

IV.

SEVERABILITY

The voiding or invalidation of any one or more of the covenants herein by judgment or court order shall in no way affect any of the remaining provisions and all of said covenants shall remain totally and severably enforceable.

V.

APPLICATION

The benefits, covenants obligations and restrictions herein provided, shall run with the land and shall inure to the benefit of and be binding upon the heirs, administrators, executors, personal representatives, assigns, grantees, transferees and successors in title of the Developer. Every deed, land contract or other document of assignment, transfer, conveyance or sale of any of the aforesaid property shall contain an express reference to this Maintenance Agreement, but failure to include such reference shall in no way limit, nullify nor abate the rights, obligation and benefits hereunder from running with the land.

VI.

RESERVATION OF RIGHTS

The Developer hereby reserves the right at their sole discretion to approve additional properties to use the private road. Future parties afforded this road easement shall be obligated, bound to join, and become subject to this Maintenance Agreement.

EXHIBIT A PRIVATE ROAD EASEMENT

LEGAL DESCRIPTION:

THE SOUTH 270 FEET OF LOT 1, AND ALL OF THE LOTS 5 THROUGH 9, BOTH INCLUSIVE, OF "STARR ESTATES", BEING A SUBDIVISION IN A PART OF THE NORTHWEST ¼ OF SECTION 27, TOWN 3 NORTH, RANGE 11 EAST, AVON TOWNSHIP (NOW CITY OF ROCHESTER HILLS), OAKLAND COUNTY, MICHIGAN ACCORDING TO THE PLAT RECORDED IN LIBER 64 OF PLATS, PAGE 35, OAKLAND COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, SOUTH 00°00' 00" WEST 461.50 FEET AND NORTH 89°30'59" EAST 60.00 FEET, AS CALCULATED AND MEASURED, FROM THE NORTHWEST CORNER OF SAID SECTION 27; THENCE ALONG THE WEST LINE OF LOT 1, NORTH 00°00' 00" EAST 270.00 FEET; THENCE NORTH 89°30'58" EAST 175.45 FEET, AS CALCULATED AND MEASURED, TO A POINT ON THE EAST LINE OF LOT 1; THENCE ALONG SAID EAST LINE, SOUTH 00°01'12" EAST 270.00 FEET, AS CALCULATED AND MEASURED, TO THE SOUTHEAST CORNER OF LOT 1 AND A POINT ON THE NORTH LINE OF LOT 5; THENCE ALONG THE NORTH LINE OF LOT 5, NORTH 89°30'59" EAST 709.74 FEET, AS CALCULATED AND MEASURED (RECORDED AS 709.23 FEET), TO THE NORTHEAST CORNER OF LOT 5; THENCE ALONG THE EAST LINE OF LOTS 5 THROUGH 9, AND IN PART ALONG THE WEST LINE OF "HAMLIN ESTATES SUBDIVISION" (LIBER 74, PAGE 16) AND IN PART ALONG THE WEST LINE OF "CUMBERLAND HILLS SUB. NO. 3" (LIBER 167, PAGES 40-43), SOUTH 00°31'01" EAST 1077.52 FEET, AS CALCULATED AND MEASURED (RECORDED AS 1077.64 FEET), TO THE SOUTHEAST CORNER OF LOT 9; THENCE ALONG THE SOUTH LINE OF LOT 9 AND IN PART ALONG THE WEST LINE OF "CUMBERLAND HILLS SUB. NO. 3", SOUTH 89°30'41" WEST 895.00 FEET, AS CALCULATED AND MEASURED (RECORDED AS 896.30 FEET), TO THE SOUTHWEST CORNER OF LOT 9; THENCE ALONG THE WEST LINE OF LOTS 5 THROUGH 9, NORTH 00°00' 00" EAST 1077.63 FEET, AS CALCULATED AND MEASURED (RECORDED AS 1077.64 FEET), BACK TO THE POINT OF BEGINNING AND CONTAINING 23.1073 ACRES OF LAND AS SURVEYED AND CALCULATED.

(LEGAL DESCRIPTION FROM A CERTIFICATE OF SURVEY BY RAYMOND J. DONNELLY, 7/9/2015)

15-27-101-006 thru-011
* # 15-27-101-039 thru-041

Jenny M.
Approved 8/23/19

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SHEET 1 OF 1

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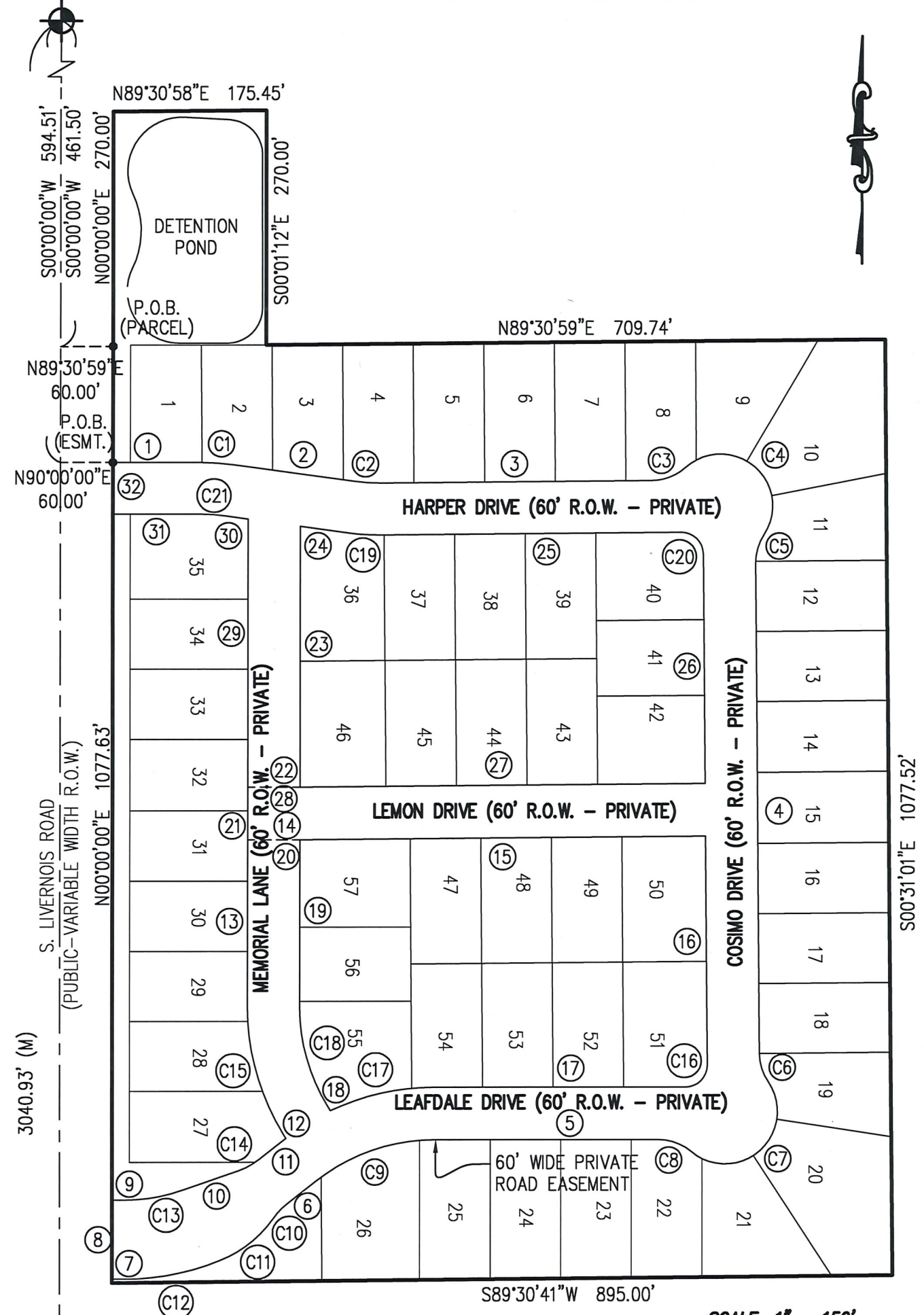
CLIENT: LOMBARDO HOMES
PROJECT: CUMBERLAND VILLAGE, N.W. 1/4 SEC. 27 ROCHESTER HILLS
DATE: 04/30/19, 8/6/19 REV PER CITY., 8/15/19 REV. STREET NAMES



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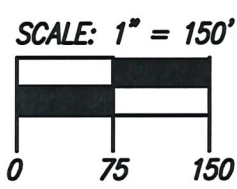
NORTHWEST
CORNER
SECTION 27,
T.3N., R.11E.,

EXHIBIT B PRIVATE ROAD EASEMENT



WEST 1/4
CORNER
SECTION 27,
T.3N., R.11E.

*Jenny M.
Approved 8/23/19*



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EXHIBIT ^B PRIVATE ROAD EASEMENT

NO.	BEARING	DISTANCE
1	S90°00'00"E	100.00'
2	S82°04'27"E	138.65'
3	N89°30'59"E	309.23'
4	S00°31'01"E	564.75'
5	N90°00'00"W	256.13'
6	S51°40'11"W	41.37'
7	N90°00'00"W	13.52'
8	N00°00'00"E	91.00'
9	S90°00'00"E	13.52'
10	N70°42'55"E	67.80'
11	N51°40'11"E	38.19'
12	N31°27'02"W	5.92'
13	N00°00'00"E	193.30'
14	S90°00'00"E	60.00'
15	N89°30'59"E	465.40'
16	S00°31'01"E	265.02'
17	N90°00'00"W	287.70'
18	N31°27'02"W	5.95'
19	N00°00'00"E	193.30'
20	N90°00'00"W	60.00'
21	N00°00'00"E	60.00'
22	S90°00'00"E	60.00'
23	N00°00'00"E	299.80'
24	S82°04'27"E	53.17'
25	N89°30'59"E	343.63'
26	S00°31'01"E	264.01'
27	S89°30'59"W	464.86'
28	N90°00'00"W	60.00'
29	N00°00'00"E	308.15'
30	N82°04'27"W	24.90'
31	N90°00'00"W	100.00'
32	N00°00'00"E	60.00'

CURVE TABLE				
NO.	BEARING	DISTANCE	CHORD	RADIUS
C1	S86°02'14"E	38.73'	38.70'	280.00'
C2	S86°16'44"E	32.29'	32.26'	220.00'
C3	N68°48'42"E	43.36'	42.43'	60.00'
C4	S49°25'35"E	172.72'	118.96'	60.00'
C5	S16°15'42"W	35.14'	34.64'	60.00'
C6	S17°17'44"E	35.14'	34.64'	60.00'
C7	S47°56'06"W	171.76'	118.83'	60.00'
C8	N70°01'40"W	41.83'	40.99'	60.00'
C9	S70°50'06"W	147.18'	144.45'	220.00'
C10	S43°26'48"W	23.97'	23.89'	83.50'
C11	S51°39'57"W	78.92'	77.84'	137.50'
C12	S79°03'14"W	112.91'	112.22'	295.50'
C13	N80°21'27"E	68.83'	68.51'	204.50'
C14	N61°11'33"E	27.76'	27.63'	83.50'
C15	N15°43'31"W	153.70'	151.77'	280.00'
C16	S44°44'29"W	39.50'	35.51'	25.00'
C17	S77°21'00"W	123.64'	122.64'	280.00'
C18	N15°43'31"W	120.76'	119.25'	220.00'
C19	S86°16'44"E	41.10'	41.06'	280.00'
C20	S45°30'01"E	39.26'	35.35'	25.00'
C21	N86°02'14"W	30.43'	30.41'	220.00'

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EXHIBIT B PRIVATE ROAD EASEMENT

LEGAL DESCRIPTION: PRIVATE ROAD EASEMENT

PART OF THE NORTHWEST 1/4 OF SECTION 27, TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT A POINT WHICH IS SOUTH 594.51' ALONG THE WEST LINE OF SAID SECTION 27 AND THE CENTERLINE OF SOUTH LIVERNOIS ROAD AND EAST 60.00' FROM THE NORTHWEST CORNER OF SAID SECTION 27; THENCE S90°00'00"E 100.00'; THENCE 38.73' ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 280.00', LONG CHORD BEARS S86°02'14"E 38.70'); THENCE S82°04'27"E 138.65'; THENCE 32.29' ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 220.00', LONG CHORD BEARS S86°16'44"E 32.26'); THENCE N89°30'59"E 309.23'; THENCE 43.36' ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 60.00', LONG CHORD BEARS N68°48'42"E 42.43'); THENCE 172.72' ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 60.00', LONG CHORD BEARS S49°25'35"E 118.96'); THENCE 35.14' ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 60.00', LONG CHORD BEARS S16°15'42"W 34.64'); THENCE S00°31'01"E 564.75'; THENCE 35.14' ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 60.00', LONG CHORD BEARS S17°17'44"E 34.64'); THENCE 171.76' ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 60.00', LONG CHORD BEARS S47°56'06"W 118.83'); THENCE 41.83' ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 60.00', LONG CHORD BEARS N70°01'40"W 40.99'); THENCE N90°00'00"W 256.13'; THENCE 147.18' ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 220.00', LONG CHORD BEARS S70°50'06"W 144.45'); THENCE S51°40'11"W 41.37'; THENCE 23.97' ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 83.50', LONG CHORD BEARS S43°26'48"W 23.89'); THENCE 78.92' ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 137.50', LONG CHORD BEARS S51°39'57"W 77.84'); THENCE 112.91' ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 295.50', LONG CHORD BEARS S79°03'14"W 112.22'); THENCE N90°00'00"W 13.52'; THENCE N00°00'00"E 91.00'; THENCE S90°00'00"E 13.52'; THENCE 68.83' ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 204.50', LONG CHORD BEARS N80°21'27"E 68.51'); THENCE N70°42'55"E 67.80'; THENCE 27.76' ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 83.50', LONG CHORD BEARS N61°11'33"E 27.63'); THENCE N51°40'11"E 38.19'; THENCE N31°27'02"W 5.92'; THENCE 153.70' ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 280.00', LONG CHORD BEARS N15°43'31"W 151.77'); THENCE N00°00'00"E 193.30'; THENCE S90°00'00"E 60.00'; THENCE N89°30'59"E 465.40'; THENCE S00°31'01"E 265.02'; THENCE 39.50' ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 25.00', LONG CHORD BEARS S44°44'29"W 35.51'); THENCE N90°00'00"W 287.70'; THENCE 123.64' ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 280.00', LONG CHORD BEARS S77°21'00"W 122.64'); THENCE N31°27'02"W 5.95'; THENCE 120.76' ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 220.00', LONG CHORD BEARS N15°43'31"W 119.25'); THENCE N00°00'00"E 193.30'; THENCE N90°00'00"W 60.00'; THENCE N00°00'00"E 60.00'; THENCE S90°00'00"E 60.00'; THENCE N00°00'00"E 299.80'; THENCE S82°04'27"E 53.17'; THENCE 41.10' ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 280.00', LONG CHORD BEARS S86°16'44"E 41.06'); THENCE N89°30'59"E 343.63'; THENCE 39.26' ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 25.00', LONG CHORD BEARS S45°30'01"E 35.35'); THENCE S00°31'01"E 264.01'; THENCE S89°30'59"W 464.86'; THENCE N90°00'00"W 60.00'; THENCE N00°00'00"E 308.15'; THENCE N82°04'27"W 24.90'; THENCE 30.43' ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 220.00', LONG CHORD BEARS N86°02'14"W 30.41'); THENCE N90°00'00"W 100.00'; THENCE N00°00'00"E 60.00' TO THE POINT OF BEGINNING.

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