

**MAINTENANCE AGREEMENT**

**FOR MAINTENANCE AND REPAIR OF PRIVATE ROAD**

This Maintenance Agreement made this 18<sup>th</sup> day of June, 2024, by Walton Oaks LLC ("Developer"), a Michigan limited liability company, of 14496 North Sheldon Road, Suite 230, Plymouth, Michigan 48170, 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 Walton Oaks ("Development"), and to establish the Walton Oaks Homeowners Association ("Association") to manage and administer the affairs of the Development.

The Development will include a sixty (60) foot wide interior private road, described and depicted on the attached Exhibit B ("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 of 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.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first written above.

Walton Oaks LLC, a Michigan limited liability company,  
By: Three Oaks Communities, LLC, a Michigan limited  
liability company  
It's Manager



William J. Godfrey  
Sole Authorized Representative

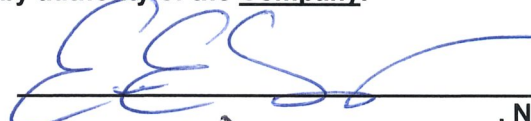
CITY OF ROCHESTER HILLS

By: \_\_\_\_\_  
Bryan K. Barnett, Mayor

STATE OF MICHIGAN }  
COUNTY OF Wayne }SS

The foregoing instrument was acknowledged before me this 18th day of June 2024,  
by William J. Godfrey, Sole Authorized Representative of Three Oaks Communities LLC, Manager of Walton Oaks  
LLC, a Michigan limited liability company, on behalf of and by authority of the Company.

ERIN E SOULES  
NOTARY PUBLIC-MICHIGAN  
WAYNE COUNTY  
MY COMMISSION EXPIRES 09-15-2026  
ACTING IN Wayne COUNTY

  
\_\_\_\_\_, Notary Public  
Wayne County, Michigan  
My commission expires: 9-15-26  
Acting in the County of Wayne

STATE OF MICHIGAN }  
COUNTY OF OAKLAND }SS

The foregoing instrument acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
by Bryan K. Barnett, Mayor, of the City of Rochester Hills, on behalf of the City.

\_\_\_\_\_, Notary Public  
\_\_\_\_\_, County, Michigan  
My commission expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

Drafted by:  
Bruce Michael  
14496 North Sheldon Road, Suite 230  
Plymouth, Michigan 48170

When recorded, return to:  
Clerks Dept.  
City of Rochester Hills  
1000 Rochester Hills Dr.  
Rochester Hills, MI 48309

P. Daw Christ  
Approved 7/1/24

**EXHIBIT A**  
**LEGAL DESCRIPTION**  
Parcel #15-07-376-038

CITY OF ROCHESTER HILLS, COUNTY OF OAKLAND, STATE OF MICHIGAN AND DESCRIBED AS FOLLOWS: A PART OF THE SOUTHWEST 1/4 OF SECTION 7, T.3N., R.11E., CITY OF ROCHESTER HILLS, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 7, S.88°36'01"W., 166.17 FT. AND N.00°25'40"W., 60.01 FT. TO THE POINT OF BEGINNING; THENCE N.00°25'40"W., 367.99 FT.; THENCE S.88°36'01"W., 150.00 FT.; THENCE N.00°26'34"W., 1023.60 FT.; THENCE N.88°36'25"E., 250.02 FT.; THENCE S.00°26'37"E., 1391.57 FT.; THENCE S.88°36'01"W., 100.14 FT. TO THE POINT OF BEGINNING.

SUBJECT TO THE RIGHTS OF THE PUBLIC OVER WALTON BLVD. AND ANY OTHER EASEMENTS, RESTRICTIONS, AND RIGHT OF WAYS OF RECORD, IF ANY. CONTAINING 6.720 ACRES OF LAND.

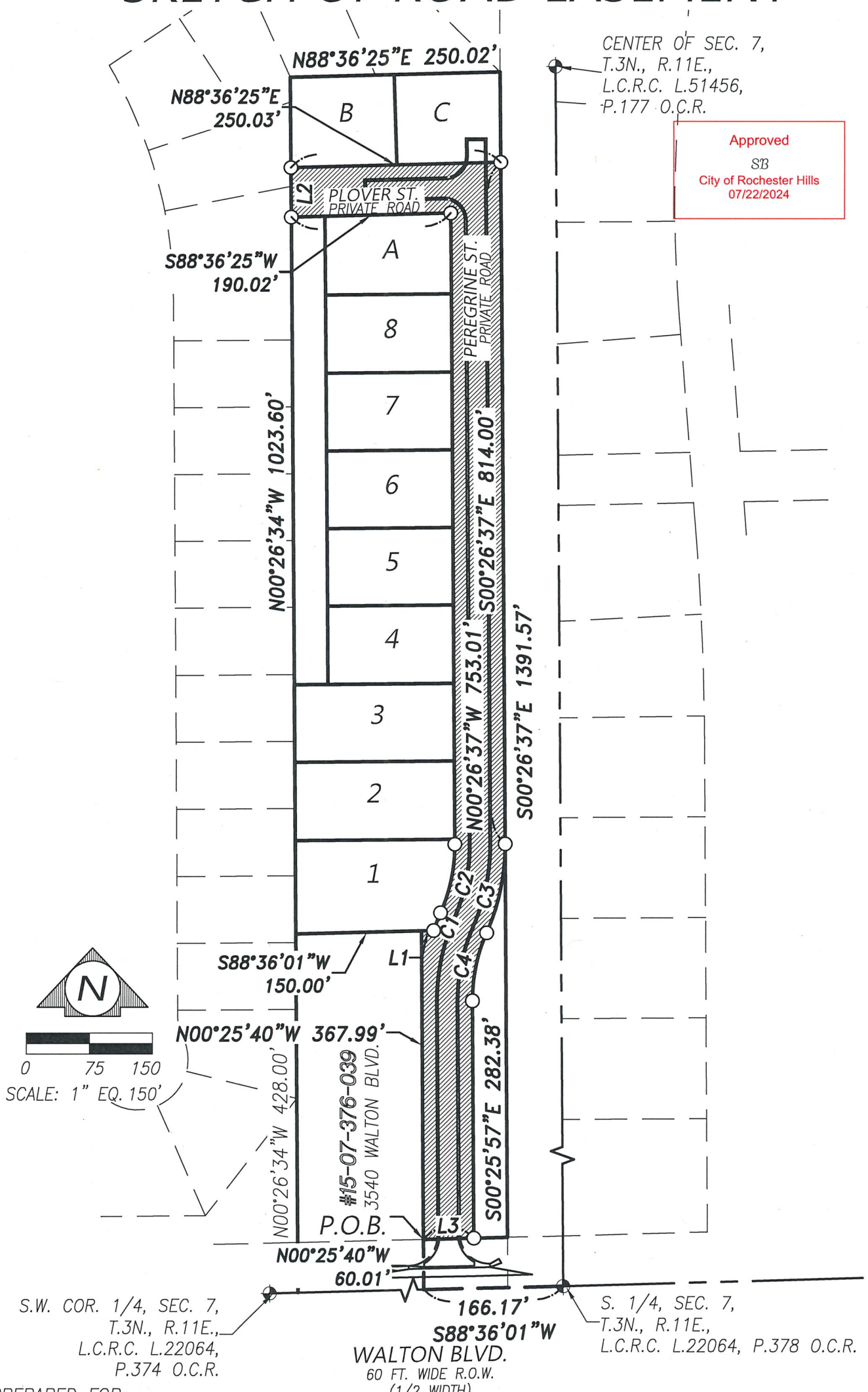
ADDRESS: 3510 WALTON BLVD., ROCHESTER HILLS, MI 48309

Approved 8/6/24  
ARS/City of RH

# SKETCH OF ROAD EASEMENT

CENTER OF SEC. 7,  
T.3N., R.11E.,  
L.C.R.C. L.51456,  
P.177 O.C.R.

Approved  
SB  
City of Rochester Hills  
07/22/2024



0 75 150  
SCALE: 1" EQ. 150'

PREPARED FOR:  
THREE OAKS COMMUNITIES, LLC  
P.O. BOX 8307  
ANN ARBOR, MI 48107  
(248) 703-4653

SHEET: 1 OF 2

BRADLEY G.. REICHERT P.S. #4001055923

Scale: 1"=150'  
Date: 5/7/24  
Job No. 21-001  
Drawn: B.G.R.



P 248.651.0592 F 248.656.7099  
Mail@ReichertSurveying.com  
140 Flumerfelt Lane - Rochester, MI 48306

Date:	Rev. By:

# ROAD DESCRIPTION

## PRIVATE ROAD DESCRIPTION

LAND LOCATED IN THE S. 1/4 OF SECTION 7, T.3N., R.11E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE S. 1/4 CORNER OF SAID SECTION 7; THENCE S.88°36'01"W., 166.17 FT. ALONG THE SOUTH LINE OF SAID SECTION 7, THENCE N.00°25'40"W., 60.01 FT. TO THE POINT OF BEGINNING; THENCE N.00°25'40"W., 367.99 FT.; THENCE (L1) N.88°36'01"E., 14.20 FT.; THENCE (C1) ALONG A CURVE CONCAVE TO THE RIGHT WITH AN ARC DISTANCE OF 22.85 FT., AND A RADIUS OF 260.00 FEET, AND CHORD BEARING OF N.21°08'11"E., 22.84 FT.; THENCE (C2) ALONG A CURVE CONCAVE TO THE LEFT WITH AN ARC DISTANCE OF 84.10 FT., AND A RADIUS OF 200.00 FEET, AND CHORD BEARING OF N.11°36'12"E., 83.48 FT.; THENCE N.0°26'37"W., 753.01 FT.; THENCE S.88°36'25"W., 190.02 FT.; THENCE (L2) N.0°26'34"W., 60.01 FT.; THENCE N.88°36'25"E., 250.03 FT.; THENCE S.0°26'37"E., 814.00 FT.; THENCE (C3) ALONG A CURVE CONCAVE TO THE RIGHT WITH AN ARC DISTANCE OF 109.34 FT., AND A RADIUS OF 260.00 FEET, AND CHORD BEARING OF S.11°36'12"W., 108.54 FT.; THENCE (C4) ALONG A CURVE CONCAVE TO THE LEFT WITH AN ARC DISTANCE OF 84.04 FT., AND A RADIUS OF 200.00 FEET, AND CHORD BEARING OF S.11°36'40"W., 83.43 FT.; THENCE S.00°25'57"E., 282.38 FT.; THENCE (L3) S.88°36'01"W., 60.00 FT. CONTAINING 89,176.62 SQUARE FEET, MORE OR LESS.

## PROPERTY DESCRIPTION:

CITY OF ROCHESTER HILLS, COUNTY OF OAKLAND, STATE OF MICHIGAN AND DESCRIBED AS FOLLOWS: A PART OF THE SOUTHWEST 1/4 OF SECTION 7, T.3N., R.11E., CITY OF ROCHESTER HILLS, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 7, S.88°36'01"W., 166.17 FT. AND N.00°25'40"W., 60.01 FT. TO THE POINT OF BEGINNING; THENCE N.00°25'40"W., 367.99 FT.; THENCE S.88°36'01"W., 150.00 FT.; THENCE N.00°26'34"W., 1023.60 FT.; THENCE N.88°36'25"E., 250.02 FT.; THENCE S.00°26'37"E., 1391.57 FT.; THENCE S.88°36'01"W., 100.14 FT. TO THE POINT OF BEGINNING. SUBJECT TO THE RIGHTS OF THE PUBLIC OVER WALTON BLVD. AND ANY OTHER EASEMENTS, RESTRICTIONS, AND RIGHT OF WAYS OF RECORD, IF ANY. CONTAINING **6.720** ACRES OF LAND. ADDRESS: 3510 WALTON BLVD., ROCHESTER HILLS, MI 48309 PARCEL #15-07-376-038

## PROPERTY DESCRIPTION – PID#15-07-376-039:

CITY OF ROCHESTER HILLS, COUNTY OF OAKLAND, STATE OF MICHIGAN AND DESCRIBED AS FOLLOWS: A PART OF THE SOUTHWEST 1/4 OF SECTION 7, T.3N., R.11E., CITY OF ROCHESTER HILLS, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 7, S.88°36'01"W., 166.01 FT. TO THE POINT OF BEGINNING; THENCE S.88°36'01"W., 150.00 FT.; THENCE N.00°26'58"W., 428.00 FT.; THENCE N.88°36'01"W., 150.00 FT.; THENCE S.00°26'58"E., 428.00 FT. TO THE POINT OF BEGINNING. SUBJECT TO THE RIGHTS OF THE PUBLIC OVER WALTON BLVD. AND ANY OTHER EASEMENTS, RESTRICTIONS, AND RIGHT OF WAYS OF RECORD, IF ANY. CONTAINING 1.47 ACRES OF LAND. ADDRESS: 3540 WALTON BLVD., ROCHESTER HILLS, MI 48309 PARCEL #15-07-376-039

CURVE TABLE

CURVE #	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	260.00'	22.85'	N21°08'11"E	22.84'	5°02'07"
C2	200.00'	84.10'	N11°36'12"E	83.48'	24°05'32"
C3	260.00'	109.34'	S11°36'12"W	108.54'	24°05'41"
C4	200.00'	84.04'	S11°36'40"W	83.43'	24°04'36"

LINE TABLE

LINE #	LENGTH	BEARING
L2	60.01'	N00°26'34"W
L3	60.00'	S88°36'01"W
L1	14.20'	N88°36'01"E

PREPARED FOR:  
THREE OAKS COMMUNITIES, LLC  
P.O. BOX 8307  
ANN ARBOR, MI 48107  
(248) 703-4653

SHEET: 2 OF 2

Scale: N.T.S.  
Date: 5/7/24  
Job No. 21-001  
Drawn: B.G.R.



P 248.651.0592 F 248.656.7099  
Mail@ReichertSurveying.com  
140 Flumerfelt Lane - Rochester, MI 48306

DATE:	REV. BY: