

MAINTENANCE AGREEMENT

FOR MAINTENANCE AND REPAIR OF PRIVATE ROAD

This Maintenance Agreement made this 20th day of June, 2018, by THE TOWNHOMES ON MAPLE HILL, LLC (“Developer”) a Michigan Limited Liability Company, of 1066 Commerce Street, Birmingham, MI 48009, 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 The Townhomes on Maple Hill (“Development”), and to establish the The Townhomes on Maplehill Association (“Association”) to manage and administer the affairs of the Development.

The Development will include a twenty seven (27) foot wide interior private road, described 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 Roads 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 applicable road section. 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 easement 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 roadway or easement occasioned by or resulting from his or her use of such roadway or easement 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 easement and roadway 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 the above referred to survey 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 easement, which is referred to herein.

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 road easement. 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.

THE TOWNHOMES ON MAPLE HILL, LLC

By: [Signature]
Ronald A. Jona
Its: Managing Member

CITY OF ROCHESTER HILLS

By: _____
Bryan K. Barnett, Mayor

By: _____
Tina Barton, Clerk

STATE OF MICHIGAN }
 }SS
COUNTY OF Oakland }

The foregoing instrument was acknowledged before me this 20th day of June 2018, by Ronald A. Jona, who is the Managing Member of The Townhomes on Maple Hill, LLC, a Michigan Limited Liability Company, on behalf of and by authority of the Company.

ARJOLA KARROCA
NOTARY PUBLIC, OAKLAND COUNTY, MI
My Commission Expires 01/13/2020
Acting in Oakland County

[Signature]

_____, Notary Public
Oakland County, Michigan
My commission expires: 1/13/2020
Acting in the County of Oakland

STATE OF MICHIGAN }
 }SS
COUNTY OF OAKLAND }

The foregoing instrument acknowledged before me this _____ day of _____, 2018, by Bryan K. Barnett, Mayor, and Tina Barton, Clerk, 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: Mike Peterson

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVENUE PONTIAC, MI 46342
Tel. (248) 332-7931
Fax. (248) 332-8257

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

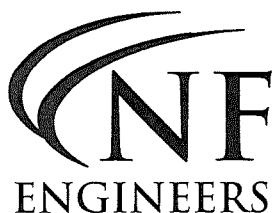
Exhibit A

LEGAL DESCRIPTION: PARCEL

A PARCEL OF LAND BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 3, TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 3; THENCE N. 02°09'42" E., 1315.22 FEET ALONG THE NORTH/SOUTH 1/4 LINE OF SECTION 3 (AS REMONUMENTED) TO A POINT ON THE SOUTH LINE OF AVON HILLS SUBDIVISION AS RECORDED IN LIBER 60 OF PLATS, ON PAGE 39 OF THE OAKLAND COUNTY RECORDS; THENCE N. 87°54'44" W., 2.21 FEET ALONG SAID SOUTH LINE OF AVON HILLS SUBDIVISION TO THE SOUTHWEST CORNER OF SAID AVON HILLS SUBDIVISION ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING N. 87°58'17"W., 564.67 FEET TO A POINT ON THE EASTERLY LINE OF KING'S COVE CONDOMINIUM, OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN No. 148; THENCE N. 21°04'00" W., 239.09 FEET ALONG SAID EASTERLY LINE OF KING'S COVE TO THE SOUTHWEST CORNER OF THE SUMMIT CONDOMINIUMS OF ROCHESTER HILLS, OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN No. 1917; THENCE THE FOLLOWING THREE COURSES ALONG THE SOUTHERLY AND EASTERLY LINES OF SAID THE SUMMIT CONDOMINIUMS OF ROCHESTER HILLS: 1) S. 88°00'00" E., 526.31 FEET; 2) N. 02°00'00" E., 148.07 FEET AND 3) S. 88°00'00" E., 133.36 FEET TO A POINT ON THE WEST LINE OF SAID AVON HILLS SUBDIVISION; THENCE S. 02°12'23" W., 368.33 FEET ALONG SAID WEST LINE OF AVON HILLS SUBDIVISION TO THE POINT OF BEGINNING. CONTAINING 154,390 SQUARE FEET OR 3.544 ACRES.

PARCEL NO. 15-03-326-019

*DL ARS
08/2/18*



NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVENUE
PONTIAC, MI 46342
TEL. (248) 332-7931
FAX. (248) 332-8257

Prepared For:
MILESTONE DEVELOPMENT
1066 COMMERCE ST.
BIRMINGHAM, MI 48009

SCALE	DATE	DRAWN	JOB NO.	SHEET
NONE	08-02-2018	N.N.	H845	1 of 1

Exhibit B

27' Wide Private Road

LEGAL DESCRIPTION: 27' WIDE PRIVATE ROAD

THE CENTERLINE OF A TWENTY SEVEN (27.00) FOOT WIDE ACCESS EASEMENT, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 3, TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 3; THENCE N. 02°09'42" E., 1646.39 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SECTION 3 (AS REMONUMENTED); THENCE N. 87°50'18" W., 1.95 FEET TO THE POINT OF BEGINNING; THENCE 41.18 FEET ALONG AN ARC OF A CURVE TO THE LEFT, (RADIUS 38.50 FEET, CENTRAL ANGLE 61°16'50", CHORD BEARS S. 32°50'48" W., CHORD 39.24 FEET); THENCE S. 02°30'10" W., 196.10 FEET; THENCE 85.37 FEET ALONG AN ARC OF A CURVE TO THE RIGHT, (RADIUS 56.50 FEET, CENTRAL ANGLE 86°34'28", CHORD BEARS S. 45°29'37" W., CHORD 77.48 FEET); THENCE S. 88°46'51" W., 75.73 FEET; THENCE S. 05°29'37" E., 41.20 FEET; THENCE N. 05°29'37" W., 41.20 FEET; THENCE S. 88°46'51" W., 15.80 FEET; THENCE 25.25 FEET ALONG AN ARC OF A CURVE TO THE LEFT, (RADIUS 258.50 FEET, CENTRAL ANGLE 05°35'48", CHORD BEARS S. 85°58'57" W., CHORD 25.24 FEET); THENCE S. 83°11'03" W., 99.66 FEET; THENCE 45.90 FEET ALONG AN ARC OF A CURVE TO THE RIGHT, (RADIUS 291.50 FEET, CENTRAL ANGLE 09°01'20", CHORD BEARS S. 87°41'43" W., CHORD 45.85 FEET); THENCE N. 87°47'37" W., 81.28 FEET; THENCE N. 02°12'23" E., 120.50 FEET; THENCE S. 02°12'23" W., 120.50 FEET; THENCE N. 87°47'37" W., 69.50 FEET TO THE POINT OF ENDING.

*Mike Approved
6/27/18*



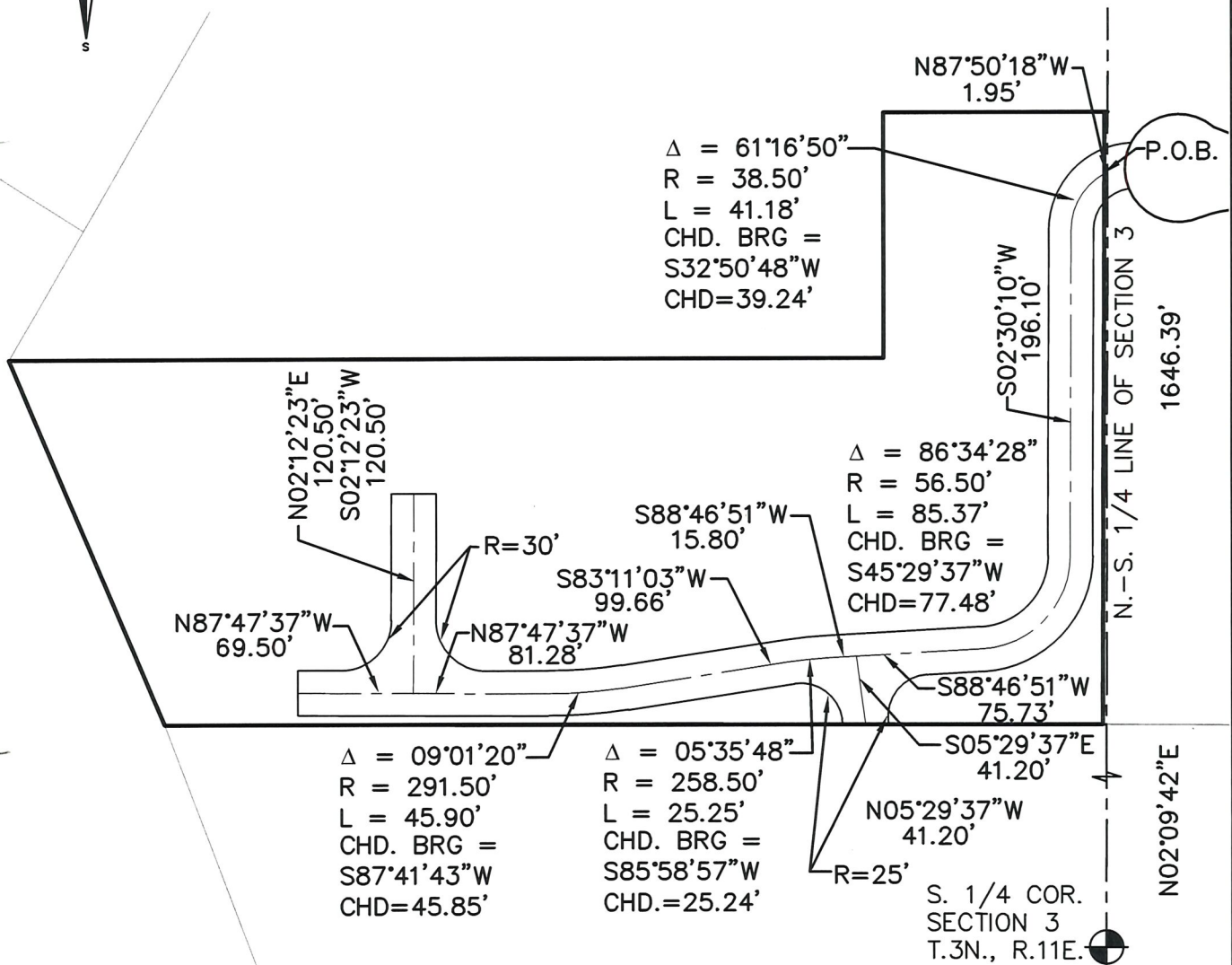
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SCALE	DATE	DRAWN	JOB NO.	SHEET
NONE	06-15-2018	N.N.	H845	1 of 3

Exhibit B

27' Wide Private Road

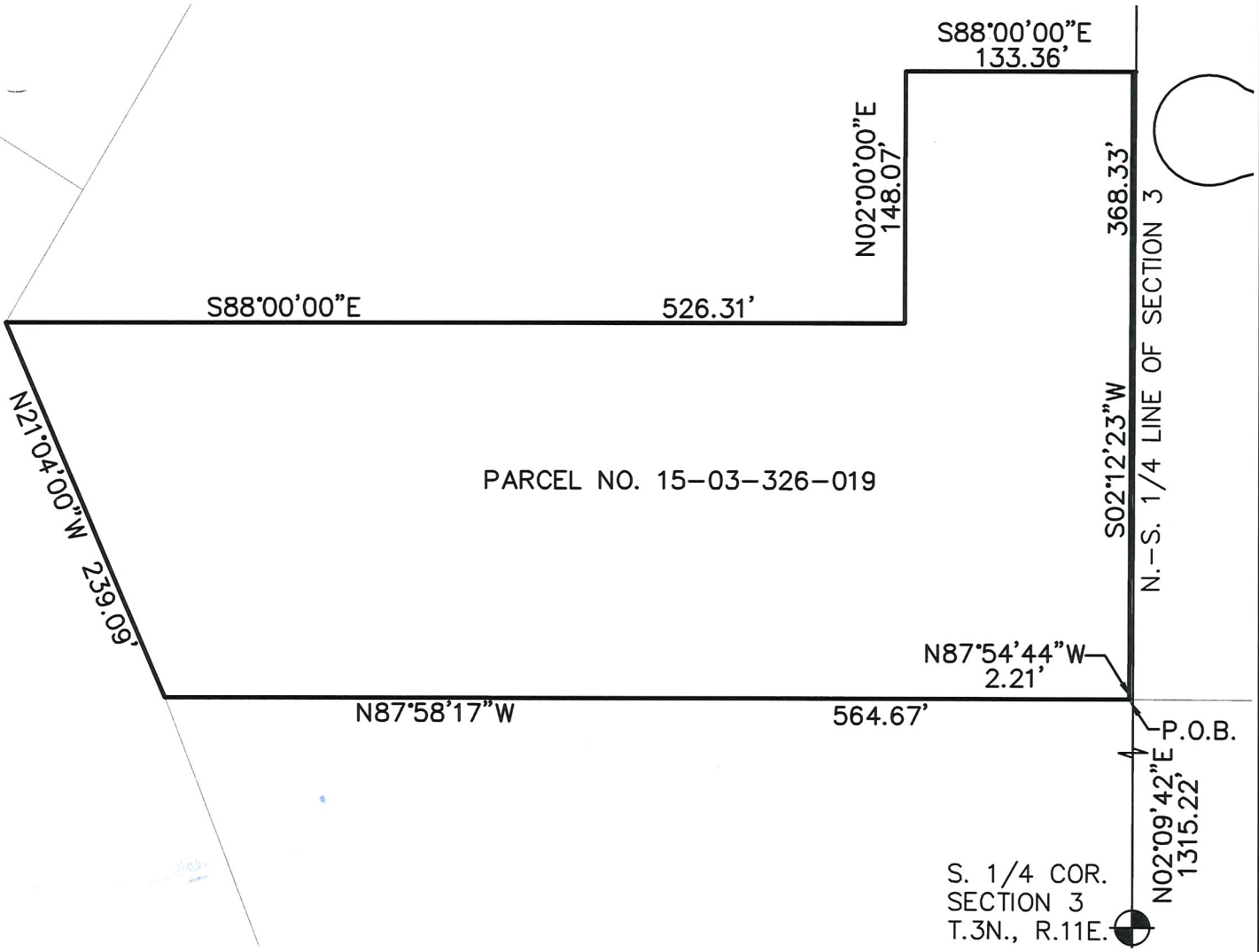
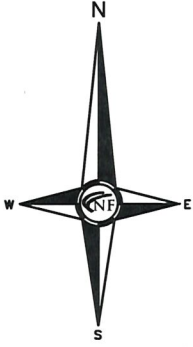


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SCALE	DATE	DRAWN	JOB NO.	SHEET
1" = 100'	06-15-2018	N.N.	H845	2 of 3

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SCALE	DATE	DRAWN	JOB NO.	SHEET
1" = 100'	06-15-2018	N.N.	H845	3 of 3