

MAINTENANCE AGREEMENT

FOR MAINTENANCE AND REPAIR OF PRIVATE ROAD

This Maintenance Agreement made this 3rd day of JUNE, 2026, by Auburn Angara 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 Auburn Angara Oaks ("Development"), and to establish the Auburn Angara Oaks Condominium Owners Association ("Association") to manage and administer the affairs of the Development.

The Development will include a sixty (60) foot wide interior private roads, 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 B, 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 B 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.

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



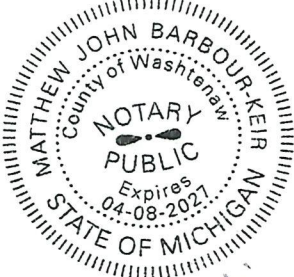
William J. Godfrey
Sole Authorized Representative

CITY OF ROCHESTER HILLS

By: _____
Bryan K. Barnett, Mayor

STATE OF MICHIGAN }
COUNTY OF WAYNE }SS

The foregoing instrument was acknowledged before me this 3 day of June 2026,
by William J. Godfrey, Sole Authorized Representative of Three Oaks Communities LLC, Manager of Auburn Angara Oaks LLC, a Michigan limited liability company, on behalf of and by authority of the Company.




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

STATE OF MICHIGAN }
COUNTY OF OAKLAND }SS

Acting in Wayne Co.

The foregoing instrument acknowledged before me this _____ day of _____, 2026,
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. Dan Christ
Approved 6/15/2026

EXHIBIT A

LOTS 10, 11, 12, 13, 15 AND THE SOUTH 28 FEET OF LOT 14, TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS IN THE EAST 12 FEET OF LOT 14, SUPERVISOR'S PLAT OF GRANT M. JOHN'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN L.54A OF PLATS, PAGE(S) 61, O.C.R.

PART OF THE NORTHEAST 1/4 OF SECTION 32 TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 32; THENCE S.08°22'28"E., 33.15 FT. TO THE SOUTH RIGHT OF WAY LINE OF AUBURN ROAD AND POINT OF BEGINNING; THENCE PROCEEDING ALONG SOUTH RIGHT OF WAY LINE N.87°05'54"E., 304.60 FT.; THENCE S.07°59'57"E., 272.13 FT. ALONG THE EAST LINE OF LOT 11; THENCE N.87°05'54"E., 125.70 FT.; THENCE S.05°46'56"E., 827.85 FT. ALONG THE EAST LINE OF LOTS 14 & 15; THENCE S.86°47'14"W., 390.69 FT. ALONG THE SOUTH LINE OF LOTS 15, 13 AND 10; THENCE N.08°22'28"W., 1105.01 FT. ALONG THE WEST LINE OF LOT 10 TO THE POINT OF BEGINNING, CONTAINING 9.676 ACRES.

RESERVED THEREFROM ALL EASEMENTS AND RIGHT OF WAYS OF RECORD.

Approved
SB
City of Rochester Hills
06/25/2026

EXHIBIT B

(PRIVATE RIGHT-OF-WAY EASEMENT)

NORTH LINE
OF SEC. 32 &
AUBURN ROAD
(PUBLIC-R/W)

NE COR., SEC. 32
T3N-R11E, E-11

N 1/4 COR.
SEC. 32
T3N-R11E
D-11
(P.O.C.)

NOW OR FORMERLY
TAX ID: 15-32-126-011

NOW OR FORMERLY
TAX ID: 15-32-201-032

NOW OR FORMERLY
TAX ID: 15-32-201-014

NOW OR FORMERLY
TAX ID: 15-32-201-031

NOW OR FORMERLY
TAX ID: 15-32-201-016

NOW OR FORMERLY
TAX ID: 15-32-201-021

NOW OR FORMERLY
TAX ID: 15-32-126-108

KINGSTON POINTE SITE CONDOMINIUM
OAKLAND CO. SUBDIVISION PLAN NO. 1300

SEE PRIVATE
ROW LINE
& CURVE TABLES
ON SHEET 2

SUBJECT PROPERTY
NOW OR FORMERLY
PARCEL "1"
(15-32-201-001)
PARCEL "2"
(15-32-201-002)
PARCEL "3"
(15-32-201-003)
PARCEL "4"
(15-32-201-006)

SUPERVISOR'S PLAT OF
GRANT M. JOHN'S
SUBDIVISION
(L.54A-P.61)

S89°41'20"W(R), S86°47'14"W(M) 390.69'(R&M)

NOW OR FORMERLY TAX ID: 15-32-201-007

LAST REVISION: 5/6/2026

DATE: 1/13/2025

SCALE: 1"=100' SHEET: 1 of 2
FILE : 22-051_Exhibits

CLIENT:

ANGARA OAKS

NE 1/4, SEC 32, T3N-R11E, ROCHESTER HILLS

DR. BY:DC

CHK BY:MB

JOB No. 22-051

INNOVATIVE GEOSPATIAL &
ENGINEERING SOLUTIONS

298 VETERANS DRIVE
FOWLERVILLE,
MICHIGAN 48836
(OFFICE) 517-223-3512
monumentengineering.com

SERVICE DISABLED VETERAN OWNED
SMALL BUSINESS (SDVOSB)



EXHIBIT B
(PRIVATE RIGHT-OF-WAY EASEMENT)

Private Right-of-Way Easement Description

An easement over Lots 10, 11, 12, 14 and 15 of "Supervisor's Plat of Grant M. John's Subdivision" as recorded in Liber 54A, Page 61, Oakland County Records (O.C.R.), being a part of the Northeast 1/4, Section 32, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan more particularly described as: Commencing at the North 1/4 corner of said Section 32, thence along the North-South 1/4 line of said Section 32, S08°22'28"E, 60.27 feet to the Southern Proposed 60 foot wide 1/2 right-of-way of Auburn Road; thence along said Southern Proposed 60 foot 1/2 right-of-way of Auburn Road, N87°05'54"E, 132.91 feet to the POINT OF BEGINNING of said Right-of-Way Easement; thence continuing along said Southern Proposed ROW, N87°05'54"E, 60.30 feet; thence S08°39'31"E, 383.12 feet; thence 65.42 feet, along the arc of a curve to the left, said curve has a radius of 120.00 feet, a central angle of 31°14'03", and a chord which bears S24°16'34"E, 64.61 feet; thence 120.21 feet, along the arc of a curve to the right, said curve has a radius of 180.00 feet, a central angle of 38°15'48", and a chord which bears N66°04'54"E, 117.99 feet; thence N85°14'24"E, 82.27 feet; thence N05°46'56"W, 152.51 feet; thence parallel with North line of said Section 32 and centerline of Auburn Road, N87°05'54"E, 12.02 feet to the East line of said Lot 14; thence S05°46'56"E, 212.13 feet along said East line of Lot 14 and the East line of said Lot 15; thence S85°14'24"W, 95.31 feet; thence 78.60 feet, along the arc of a curve to the left, said curve has a radius of 120.00 feet, a central angle of 37°31'52", and a chord which bears S66°26'52"W, 77.21 feet; thence 135.77 feet, along the arc of a curve to the right, said curve has a radius of 180.00 feet, a central angle of 43°13'00", and a chord which bears S27°23'26"E, 132.57 feet; thence S05°46'56"E, 308.01 feet; thence 266.52 feet, along the arc of a curve to the right, said curve has a radius of 63.00 feet, a central angle of 242°23'32", and a chord which bears N64°35'10"W, 107.78 feet; thence 65.34 feet, along the arc of a curve to the left, said curve has a radius of 60.00 feet, a central angle of 62°23'32", and a chord which bears N25°24'50"E, 62.16 feet; thence N05°46'56"W, 199.01 feet; thence 82.94 feet, along the arc of a curve to the left, said curve has a radius of 120.00 feet, a central angle of 39°35'58", and a chord which bears N25°34'55"W, 81.30 feet; thence N45°22'54"W, 59.90 feet; thence 115.37 feet, along the arc of a curve to the right, said curve has a radius of 180.00 feet, a central angle of 36°43'23", and a chord which bears N27°01'12"W, 113.40 feet; thence N08°39'31"W, 389.16 feet to POINT OF BEGINNING.

PRIVATE ROW LINE TABLE

LINE #	BEARING	DISTANCE
L1	N87°05'54"E	12.02'
L2	S5°46'56"E	212.13'

PRIVATE ROW CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD
C1	65.42'	120.00'	31°14'03"	S24°16'34"E 64.61'
C2	120.21'	180.00'	38°15'48"	N66°04'54"E 117.99'
C3	78.60'	120.00'	37°31'52"	S66°26'52"W 77.21'
C4	135.77'	180.00'	43°13'00"	S27°23'26"E 132.57'
C5	266.52'	63.00'	242°23'32"	N64°35'10"W 107.78'
C6	65.34'	60.00'	62°23'32"	N25°24'50"E 62.16'
C7	82.94'	120.00'	39°35'58"	N25°34'55"W 81.30'
C8	115.37'	180.00'	36°43'23"	N27°01'12"W 113.40'



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SCALE: N/A

SHEET: 2 of 2

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