

MAINTENANCE AGREEMENT

FOR MAINTENANCE AND REPAIR OF PRIVATE ROAD

This Maintenance Agreement made this 24~~th~~ day of JUNE, 2022, by Hamliv, LLC (“Developer”), a Michigan limited liability company, of 14955 Technology Dr., Shelby Township, 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 Breckenridge Condominiums of Rochester Hills (“Development”), and to establish the Breckenridge Condominiums of Rochester Hills Association (“Association”) to manage and administer the affairs of the Development.

The Development will include a twenty three (23) 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 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.

EXHIBIT 'A'

BRECKENRIDGE LEGAL DESCRIPTION

A PARCEL OF LAND IN PART OF THE NORTHEAST 1/4 OF SECTION 28, T3N, R11E, BEGINNING AT A POINT DISTANT THENCE S 89-34-00 W 330.01 FT FROM NORTHEAST SECTION CORNER, THENCE DUE SOUTH 440.50 FT (MEASURED AS S 00-21-56 W); THENCE DUE WEST 370.00 FT (MEASURED AS N 89-59-56 W, 369.97 FT.); THENCE DUE NORTH 437.70 FT (MEASURED AS N 00-21-56 E, 437.69 FT.); THENCE N 89-34-00 E 370.00 FT TO THE POINT OF BEGINNING.

CONTAINING 3.73 ACRES

SUBJECT TO THE RIGHTS OF THE PUBLIC IN W. HAMLIN ROAD

PARCEL 15-28-226-023

A PARCEL OF LAND IN PART OF THE NORTHEAST 1/4 OF SECTION 28, T3N, R11E, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN. BEGINNING AT A POINT DISTANT S 89-34-00 W 515.01 FT FROM NORTHEAST SECTION CORNER, THENCE DUE SOUTH 439.10 FT; THENCE DUE WEST 185.00 FT; THENCE DUE NORTH 437.70 FT; THENCE N 89-34-00 E 185.00 FT TO THE POINT OF BEGINNING. CONTAINING 1.86 ACRES OF LAND RESERVING ALL EASEMENTS OF RECORD

PARCEL 15-28-226-024

A PARCEL OF LAND IN PART OF THE NORTHEAST 1/4 OF SECTION 28, T3N, R11E, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN. BEGINNING AT A POINT DISTANT S 89-34-00 W 330.01 FT FROM NORTHEAST SECTION CORNER, THENCE DUE SOUTH 440.50 FT; THENCE DUE WEST 185.00 FT; THENCE DUE NORTH 439.10 FT; THENCE N 89-34-00 E 185.00 FT TO THE POINT OF BEGINNING. CONTAINING 1.87 ACRES OF LAND RESERVING ALL EASEMENTS OF RECORD

LEGAL DESCRIPTION: VARIABLE WIDTH PRIVATE ROAD EASEMENT

A PARCEL OF LAND IN PART OF THE NORTHEAST 1/4 OF SECTION 28, T3N, R11E, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN. BEGINNING AT A POINT DISTANT S89-34-00W 330.01 FT AND S00°21'56"W 60.01 FT AND S 89-34-00 W 119.30 FT FROM NORTHEAST SECTION CORNER;

THENCE 10.04 FEET ALONG A CURVE TO THE LEFT (RADIUS OF 25.00, CENTRAL ANGLE OF 23°01'02", LONG CHORD BEARS S11°04'31"W 9.98 FEET); THENCE S00°26'00"E 180.72 FT; THENCE 39.27 FEET ALONG A CURVE TO THE LEFT (RADIUS OF 25.00, CENTRAL ANGLE OF 90°00'00", LONG CHORD BEARS S45°26'00"E 35.36 FEET); THENCE N89°34'00"E 60.87 FT; THENCE S00°26'00"E 23.00 FT; THENCE S89°34'00"W 196.87 FT; THENCE N00°26'00"W 23.00 FT; N89°34'00"E 63.00 FT; THENCE 39.27 FEET ALONG A CURVE TO THE LEFT (RADIUS OF 25.00, CENTRAL ANGLE OF 90°00'00", LONG CHORD BEARS N44°34'00"E 35.36 FEET); THENCE N00°26'00"W 181.19 FT; THENCE 9.54 FEET ALONG A CURVE TO THE LEFT (RADIUS OF 25.00, CENTRAL ANGLE OF 21°51'50", LONG CHORD BEARS N11°21'55"W 9.48 FEET); THENCE N89°34'00"E 26.79 FT TO THE POINT OF BEGINNING.

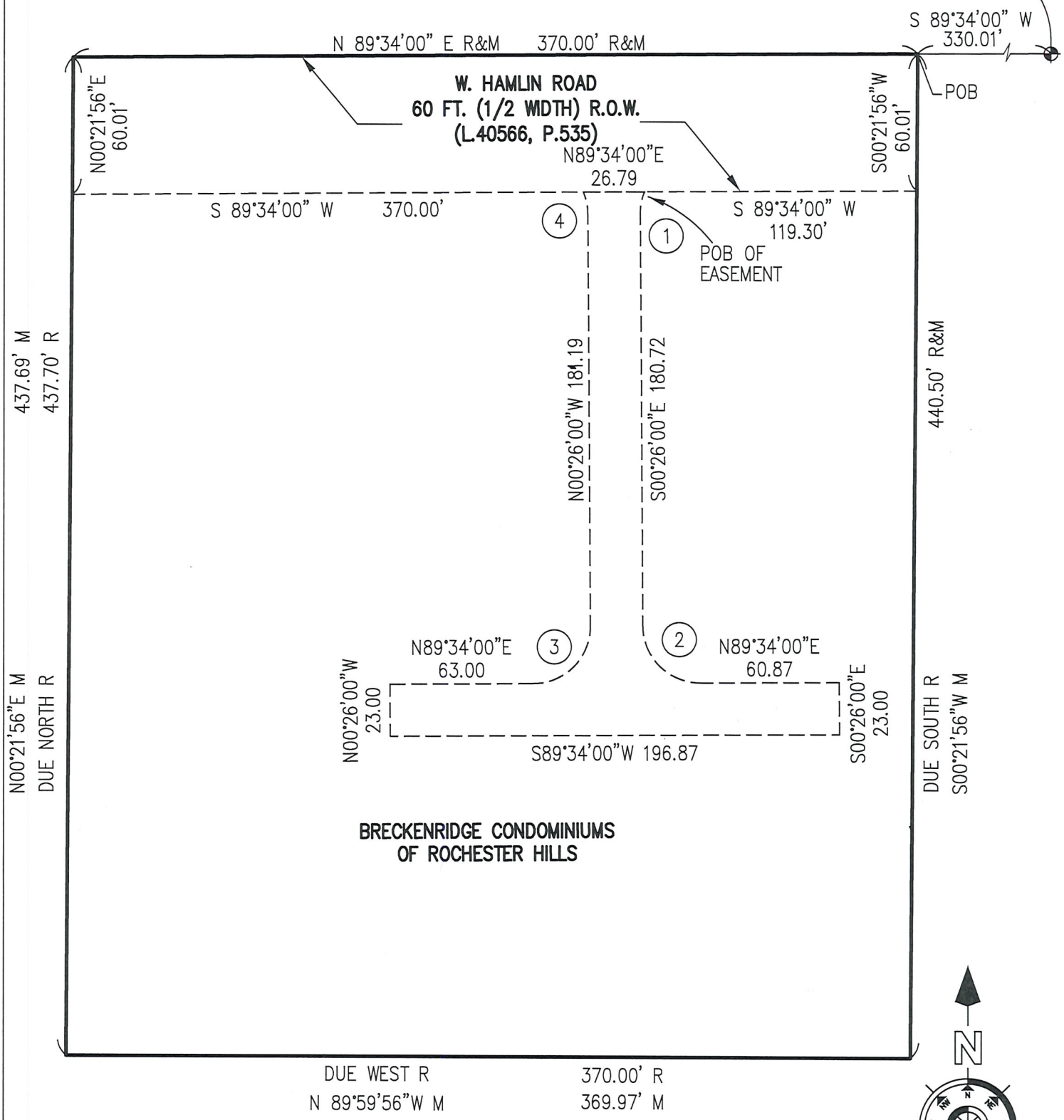
SHEET 1 OF 2

CLIENT: HAM-LIV
DATE: 02/07/2022
REV: 07/13/2022



EXHIBIT 'B'

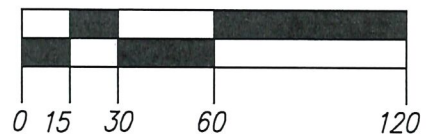
NE CORNER
SECTION 28,
T.3N., R.11E.



CURVE DATA

NO	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
1	10.04	25.00	23°01'02"	S11°04'31"W	9.98
2	39.27	25.00	90°00'00"	S45°26'00"E	35.36
3	39.27	25.00	90°00'00"	N44°34'00"E	35.36
4	9.54	25.00	21°51'50"	N11°21'55"W	9.48

SCALE: 1"=60'



SHEET 2 OF 2

CLIENT: HAM-LIV
DATE: 02/07/2022
REV: 07/13/2022



D'Anna Associates
Architecture | Engineering
1055 SOUTH BLVD. E, SUITE 200
ROCHESTER HILLS, MI 48307
P 248-852-7702 F 248-852-7707
dannaassoc.com