

PHEASANT RUN ROAD MAINTENANCE  
ASSOCIATION, INC.

Declaration of Reciprocal Roadway Easement, dated March 8, 1993, and recorded March 9, 1993, in liber 26390, page 818, Register No. 93/054743, Wayne County Records, as amended by (i) Amendment No. 1 to Declaration of Reciprocal Roadway Easement, dated May 31, 1994, and recorded June 7, 1994, in liber 27419, page 786, Register No. 94/139499, Wayne County Records; (ii) Amendment No. 2 to Declaration of Reciprocal Roadway Easement, dated October 11, 1994, and recorded October 31, 1994, in liber 27699, page 447, Register No. 94/253668, Wayne County Records; and (iii) Amendment No. 3 to Declaration of Reciprocal Roadway Easement, dated May 20, 1996, and recorded June 12, 1996, in liber 28885, page 518, Register No. 96/152857, Wayne County Records (collectively, the "Reciprocal Roadway Easement").

In each case, each Roadway shall be constructed in two phases (the "First Phase Improvements", and "Second Phase Improvements", respectively), as follows:

(i) the First Phase Improvements shall include the installation of (a) the drainage facilities for the Roadway; (b) the concrete curbs and gutters; (c) the base; (d) the first lift of asphalt comprising the Wearing Surface, to a depth of at least three and one-half inches; (e) the Landscaping; (f) the Lighting Facilities; (g) the Signs; (h) the Entrance Monuments; and (i) the Golf Cart Crossings; and

(ii) the Second Phase Improvements shall include (a) the repair of the First Phase Improvements by the relevant Developer, Association, or the Township, as the case may be, and (b) the installation of the final lift of asphalt (the "Final Lift") comprising the finished Wearing Surface of the Roadway (it being understood that (1) in the case of any Roadway, the Final Lift shall not be installed until substantial completion of all of the homes to be served by such Roadway, or, in the case of the Township Property, until substantial completion of the development of Pheasant Run Golf Course, and (2) the operation, maintenance, improvement, repair and replacement of any Roadway Area shall be the responsibility of the relevant Developer and/or Association (or, of the Township, in the case of the Township Property), and not the responsibility of the Roadway Manager, until the completion of the Second Phase Improvements within such Roadway Area, and as provided in this Declaration).

Certain terms as used herein with initial capital letters shall, in each instance, have the meaning ascribed to such term in the Reciprocal Roadway Easement, unless the context hereof shall otherwise require.

The Developer and the Township are desirous of (i) hereby granting, each to the others, and to the successors and/or assigns of each, including, without limitation, the Association, other Owners, and the Occupants and Permittees, the perpetual right and easement (the "Reciprocal Roadway Easement") to use the Roadways within each such Subdivision, and the Township Property, for the Permitted Purposes, and (ii) creating a permanent committee (the "Roadway Manager"), in the form of a non-stock, membership, Michigan non-profit corporation, with binding assessment powers, consisting of a representative from each Association, and two (2) representatives from the Township, for the purpose of (a) exclusively administering the operation, maintenance, improvement, repair and replacement of the several elements comprising each Roadway, including, without limitation (1) the paved driving surface (the "Wearing Surface", which reference includes the related curbs and gutters, and drainage facilities within the Roadway Area); (2) the landscaped and planted areas adjacent to the Wearing Surface, and within the Roadway Area (the "Landscaping", which reference includes any plantings, landscape materials and irrigation system within the Roadway Area serving such areas; (3) the entrance monuments, decorative walls and gates, and other architectural features within, or adjacent to, the Roadway Areas (the "Entrance Monuments"); (4) the street and other lighting facilities within the Roadway Areas (the "Lighting Facilities"); (5) the traffic control and other signage within the Roadway Areas (the "Signs"); and (b) the golf cart crossings within the Roadway Areas (the "Golf Cart Crossings", which reference includes the decorative designated crossing area within the Wearing Surface, the appurtenant signage, including, without limitation, decorative mandatory stop signs and speed bumps on either side of each such designated crossing area, and the landscaping of the golf cart paths on either side of each such crossing, the full width of such crossing, to the depth of the adjacent Lots; (ii) prescribing reasonable rules and regulations (the "Rules and Regulations") for the use of the Roadways, and otherwise regarding the conduct of each Developer, Association, Owner, Occupant and Permittee within the Roadway Areas; (iii) the enforcement of the provisions of this Declaration, including, without limitation, the provisions hereof relating to (a) annual budgeting by the Roadway Manager, and (b) the payment of mandatory annual assessments (the "Annual Assessments") to the Roadway Manager by each Association, and the Township, to defray the costs of operating, maintaining, improving, repairing and replacing the Roadways, including, without limitation (1) the costs of the Roadway Manager, and (2) the costs of adequate public liability and property damage insurance coverage in regard to the Roadways; and (iv) the enforcement of any Utility Easements.

"Roadway" shall mean and refer to any one or more, or all, of the improvements now or hereafter installed or located within any Roadway Area, as the context may require, including, without

limitation (i) the Wearing Surface; (ii) the Landscaping; (iii) the Entrance Monuments; (iv) the Lighting Facilities; (v) the Signs; (vi) the Golf Cart Crossings; (vii) the Common Utility Systems; and/or (viii) replacements of any of the foregoing, or of parts thereof; and, as used herein with regard to the Township Property, the term shall refer only to the improvements comprising that segment of Summit Parkway (formerly Glengarry Boulevard) traversing the Township Property, as described herein.

"Roadway Area" shall mean and refer to the named and dimensioned area to be occupied by each interior street within each Subdivision, as depicted on the recorded Plat of such Subdivision, being fifty feet (50') in width, except Glengarry Boulevard, within each Subdivision, which shall be ninety feet (90') in width; and, in the case of Summit Parkway within the Township Property, shall be deemed to be an area ninety feet (90') in width, the centerline of which shall be the centerline of Summit Parkway as built within the Township Property.

"Roadway Manager" shall mean and refer to the Pheasant Run Road Maintenance Association, Inc., a non-stock, membership, Michigan nonprofit corporation, comprised of a representative from each Association, and two (2) representatives from the Township, and having its principal office at 1150 South Canton Center Road, Canton, Michigan 48188.

Assumption of Jurisdiction by Roadway Manager. Each Roadway Area shall come under the jurisdiction of the Roadway Manager upon (a) the recording of the Plat of the Subdivision containing such Roadway Area; (b) the satisfactory completion within such Roadway Area of the Second Phase Improvements; and (c) thirty days' written notice to the Roadway Manager, advising of such completion (except that in the case of Summit Parkway within the Township Property, only subsections (b) and (c), above, shall apply).

Formation of the Roadway Manager. The Developers, and the Township, shall take all action necessary and/or appropriate to promptly organize and establish the Roadway Manager ... in accordance with the terms and provisions of, and to exercise the powers and authority granted and/or delegated to the Roadway Manager under, the Declaration, including, without limitation, the preparation and filing and appropriate Articles of Incorporation for the Roadway Manager (the "Articles"), and appropriate Roadway Manager By-Laws (the "By-Laws") ... The business and affairs of the Roadway Manager shall be managed by a Board of Directors (the "Board of Directors"), which shall consist of five (5) members, each a natural Person, being one (1) representative from each Association, and two (2) representatives from the Township. The Board of Directors may retain a management agent to coordinate its functions and duties under the Declaration. Each member of the Board of Directors shall be deemed to be a "volunteer director" as that term is defined in the Michigan Nonprofit Corporation Act.

Annual Budget and Assessments. The Roadway Manager shall be empowered to levy and collect annual assessments from each Association, and the Township, in advance (the "Annual Assessments"), pursuant to an annual budget (the "Budget") adopted by the Roadway Manager, for the calendar year next ensuing, for the purpose of (a) operating, maintaining, improving, repairing and replacing the Roadways then under the Roadway Manager's jurisdiction (including, without limitation, the additional Roadways reasonably anticipated to come under the Roadway Manager's jurisdiction during the calendar year covered by such Budget), and (b) performing the other functions and duties assigned and/or delegated to the Roadway Manager under this Declaration. Each Budget shall include an adequate allowance for the operation, maintenance, improvements, repair and replacement of the Roadways under (and to come under) the jurisdiction of the Roadway Manager, including, without limitation, a reserve for unanticipated contingencies.

Allocation of Annual Assessments. The allocable share of each Association, and the Township, in each Annual Assessment (the "Allocable Share"), shall be a percentage of the whole of such Annual Assessment based upon (and computed by a comparison of) the aggregate square footage of the Roadway Areas under the jurisdiction of the Roadway Manager owned by each Association, or the Township, as the case may be, and the aggregate square footage of all of the Roadway Areas from time to time under the jurisdiction of the Roadway Manager (it being understood that for purposes of establishing the Budget for the next ensuing calendar year, and the Allocable Share of each Association, and the Township, in the Annual Assessment based thereon, the Roadway Manager shall take into account the Roadway Areas to come under the jurisdiction of the Roadway Manager during such year, which shall be deemed to be under the jurisdiction of the Roadway Manager for such purpose, from the anticipated date of completion of each such Roadway Area, to the end of such calendar year).

Initial Funding Deposit. Concurrently with the execution of this Declaration by each Developer and the Township, each Developer and the Township shall pay to the Roadway Manager the sum of money (the "Initial Funding Deposit") set forth opposite the name of such Person on Exhibit "F" attached to this Declaration, to serve as the initial reserve of the Roadway Manager, as follows:

(i) Island Lake Associates	\$19,358
(ii) Biltmore Properties Corporation	20,287
(iii) Carrollton Arms	13,972
(iv) Charter Township of Canton	<u>7,380</u>
	\$60,997

Exhibit "F" is called the "Schedule of Initial Funding Deposits".

Duties of the Roadway Manager. Are as set forth at length in the Declaration.