

COPY

### ROAD MAINTENANCE AGREEMENT

THIS ROAD MAINTENANCE AGREEMENT, has been entered into this 16th day of December, 1997, by and between WHISPERING PINES CONDOMINIUM ASSOCIATION, a Michigan non-profit corporation, whose address is 9614 Kelling Green Drive, Pinckney, Michigan (the "Association"), and WHISPERING PINES GOLF CLUB, L.L.C., a Michigan limited liability company, whose address is 30800 Northwestern Highway, Second Floor, Farmington Hills, Michigan 48334 (the "Developer").

### RECITALS

- A. Association is the association of co-owners, organized under the applicable laws of the State of Michigan, which is responsible for the management, maintenance, operation and administration of the common elements, easements and affairs of the condominium project(s) known as Whispering Pines Condominium, which is legally described on Exhibit A hereto.
- B. All of the roads within Whispering Pines Condominium are private roads and are common elements of the condominium community. Among other things, the Association is responsible for the maintenance of those private roads, including a private road known as Whispering Pines Drive which is the subject of this Agreement.
- C. Developer is the equitable owner and developer of a certain parcel of real estate (which is legally described on Exhibit B hereto) which abuts Whispering Pines Condominium upon which will be developed a separate condominium project to be known as Fairways of Whispering Pines.
- D. Developer and Fairways of Whispering Pines Condominium have an easement over that portion of Whispering Pines Drive, a private road located in Whispering Pines Condominium which runs more or less east from McGregor Road, ultimately reaching the common border of Whispering Pines Condominium and Fairways of Whispering Pines Condominium. Such portion of Whispering Pines Drive is hereinafter legally described on Exhibit C and is hereinafter referred to as "Whispering Pines Drive").
- E. Association and Developer have entered into this Agreement to, among other things, set forth their agreement regarding the maintenance of Whispering Pines Drive and the allocation of the cost of such maintenance.



1. REPAIR AND MAINTENANCE.

1.1 Association shall be responsible for managing snow removal services for Whispering Pines Drive. Developer shall pay one hundred (100%) percent of the cost of snow removal for Whispering Pines Drive. If the contract for such snow removal also includes all or a portion of the other private roads in the Whispering Pines Condominium, then only that portion of the contract cost equal to the ratio that the lineal footage of Whispering Pines Drive bears to the total lineal footage of all of the private roads included in such contract shall be paid by Developer.

1.2 All invoices rendered to Developer by Association shall be paid within thirty (30) days of receipt.

1.3 Developer shall be responsible for the repair and/or maintenance of Whispering Pines Drive and the entryway (the "Entryway") to Whispering Pines Condominium/Fairways of Whispering Pines Condominium and the landscaping and improvements located thereon which Entryway is located at the intersection of Whispering Pines Drive and McGregor Road. The scope of Developer's maintenance as to the Entryway shall be as set forth on Exhibit D hereto entitled "Scope of Work". Developer shall contract for all required repair and maintenance services and pay one hundred (100%) percent of the cost thereof.

2. CONSTRUCTION -- REPAIR AND RESTORATION. Developer agrees to keep Whispering Pines Drive clean of any dirt and/or debris arising from the construction from time to time taking place in the Fairways of Whispering Pines Condominium and to, from time to time, repair, at its sole expense, any damage specifically caused to Whispering Pines Drive by such construction activity. Upon completion of construction in the Fairways of Whispering Pines Condominium, but in no event later than the end of the paving season of the year 2002, Developer shall repave Whispering Pines Drive to the same specification to which it was originally paved, using, however, not less than three (3) inches of asphalt. Notwithstanding the foregoing, said repaving may be done earlier or later than the stated date upon mutual agreement of the parties.

3. ADVERTISING. In the event that the Developer decides to place advertising signs or the like (excluding banners and flags) at the Entryway, Developer shall notify Association thereof, specifying the types of signs or the like, but Association shall not have any approval rights thereof.

4.(a) CONTINUITY OF ROAD SIGNAGE. Developer agrees to utilize, install and maintain road signage (including, but not limited to, stop signs, speed limit signs, street signs and directional signs) which as closely as reasonably practicable match the appearance and materials currently utilized in the road signage found in Whispering Pines Condominium.

4.(b) DISPUTES. Any dispute between Association and Developer shall be submitted to arbitration by the American Arbitration Association in accordance with its then-existing rules.

5. COMMITTEE. The parties shall form a committee (the "Committee") to make all decisions pertaining to the obligations of the parties with regard to Whispering Pines Drive. Each of the Association and the Developer shall be entitled to appoint one representative to the Committee. No action shall be taken pursuant to any decision made by the Committee unless such decision shall be unanimous.

6. SUCCESSORS AND ASSIGNS. All of the rights and responsibilities set forth in this instrument shall be binding upon the successors and assigns of the parties hereto.

7. AMENDMENT. This Maintenance Agreement and the rights and responsibilities set forth herein shall be perpetual and shall run with the land described in Exhibit A and Exhibit B attached hereto. The provisions of this instrument may be amended, but only with the written consent of the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this Road Maintenance Agreement as of this 16th day of December, 1997.

Witnesses:

Signed:

Deanne L. Adams  
Joseph D. Bloom

WHISPERING PINES CONDOMINIUM  
ASSOCIATION, a Michigan non-profit  
corporation

BY: [Signature]  
Its: President

"Association"

WHISPERING PINES GOLF CLUB, L.L.C., a  
Michigan limited liability company

By: NINETEENTH HOLE, INC., a Michigan  
corporation, Manager

Varda Rosenblatt  
Rochelle Pippin  
Varda Rosenblatt  
Rochelle Pippin

BY: [Signature]  
Its: President

"Developer"

(Acknowledgments contained  
on following page)



STATE OF MICHIGAN     )  
                                  ) ss.  
COUNTY OF LIVINGSTON )

The foregoing was acknowledged before me this 16th day of December, 1997  
by James P. Fitzgerald, the President of WHISPERING PINES  
CONDOMINIUM ASSOCIATION, a Michigan non-profit corporation, on behalf of said  
non-profit corporation.

Linda E. Hartman  
Notary Public Linda E. Hartman  
Livingston County, Michigan  
My comm. expires: Jul. 10, 2000

STATE OF MICHIGAN     )  
                                  ) ss.  
COUNTY OF Oakland )

The foregoing was acknowledged before me this 16 day of December, 1997  
by Jeffrey E. Sobel, the President of NINETEENTH HOLE,  
INC., a Michigan corporation, the sole Manager of WHISPERING PINES GOLF CLUB,  
L.L.C., a Michigan limited liability company, on behalf of said corporation and limited  
liability company.

CANDY L KEYSOR  
Notary Public, Wayne County, MI  
My Commission Expires Oct. 25, 1999

Acting in  
Oakland

Candy L Keyser  
Notary Public  
\_\_\_\_\_  
County, Michigan  
My comm. expires: \_\_\_\_\_

DRAFTED BY AND WHEN  
RECORDED RETURN TO:

James S. Fontichiaro, Esq.  
Barris, Sott, Denn & Driker, P.L.L.C.  
211 West Fort Street, Suite 1500  
Detroit, MI 48226-3281