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JOINT MAINTENANCE AGREEMENT

(Heron Bay Subdivision, Heron Pointe Subdivision and Heron Ridge Subdivision)

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This Joint Maintenance Agreement (the "Agreement") is executed this 5 day of September, 1989 by and among Heron Bay Subdivision Homeowners Association, a Michigan nonprofit corporation ("Heron Bay Association"), Heron Pointe Subdivision Homeowners Association, a Michigan nonprofit corporation ("Heron Pointe Association"), Heron Ridge Subdivision Homeowners Association, a Michigan nonprofit corporation ("Heron Ridge Association"), and Maple Associates, Inc., a Michigan corporation ("Maple"). The address of each of the parties hereto is Suite 400, 27400 Northwestern Highway, Southfield, Michigan 48034. Heron Bay Association, Heron Pointe Association and Heron Ridge Association sometimes shall be referred to herein collectively as the "Associations," or individually as an "Association."

The circumstances underlying the execution of this Agreement are as follows:

A. Victor International Corporation ("Victor") developed the following three subdivisions, each of which is located in the Township of Bloomfield, Oakland County, Michigan. (i) Heron Bay Subdivision, according to the plat thereof as recorded in Liber 186, Pages 27 et seq., Oakland County Records ("Heron Bay Subdivision"); (ii) Heron Pointe Subdivision, according to the plat thereof as recorded in Liber 191, Pages 8 et seq., Oakland County Records ("Heron Pointe Subdivision"); and (iii) Heron Ridge Subdivision, according to the plat thereof as recorded in Liber 197, Pages 9 et seq., Oakland County Records ("Heron Ridge Subdivision"). Heron Bay Subdivision, Heron Pointe Subdivision and Heron Ridge Subdivision sometimes shall be referred to herein collectively as the "Subdivisions," or individually as a "Subdivision."

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B. A Declaration of Restrictions, Covenants and Conditions for Heron Bay Subdivision was recorded in Liber 9180, Pages 540 et seq., Oakland County Records, and was amended or supplemented by a First Amendment dated of even date herewith and being recorded in the Oakland County Records. Such Declaration, as amended or supplemented by the First Amendment thereto, shall be referred to hereinafter as the "Heron Bay Declaration."

C. A Declaration of Restrictions, Covenants and Conditions for Heron Pointe Subdivision was recorded in Liber 9663, Pages 797 et seq., Oakland County Records, and was amended or supplemented by a First Amendment dated as of even date herewith and being recorded in the Oakland County

Ent 19-07-251-000 - Lots 1-30 Heron Bay - 186027
Ent 19-08-151-000 - Lots 1-11 Heron Pointe 191008
Ent 19-08-151-000 - Lots 1-10 Heron Ridge 197001 O.K. - RR

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Records. Such Declaration, as amended or supplemented by the First Amendment thereto, shall be referred to hereinafter as the "Heron Pointe Declaration."

D. A Declaration of Restrictions, Covenants and Conditions for Heron Ridge Subdivision was recorded in Liber 10232, Pages 790 et seq., Oakland County Records, and was amended or supplemented by a First Amendment of even date herewith and being recorded in the Oakland County Records. Such Declaration, as amended or supplemented by the First Amendment thereto, shall be referred to hereinafter as the "Heron Ridge Declaration."

E. The Heron Bay Declaration, the Heron Pointe Declaration and the Heron Ridge Declaration sometimes shall be referred to hereinafter collectively as the "Declarations," and individually as a "Declaration."

F. Ingress and egress between Heron Bay Subdivision and Club Drive, the nearest public road, is obtained through two easements. The first easement is established by a Declaration of Easement dated October 18, 1984 and recorded in Liber 9014, Pages 400 et seq., Oakland County Records, as amended by (i) a Supplemental Declaration of Easement dated June 13, 1985 and recorded in Liber 9014, Pages 416 et seq., Oakland County Records, (ii) a Modification of Declaration of Easement dated September 30, 1985 and recorded in Liber 9129, Pages 627 et seq., Oakland County Records, and (iii) a Second Modification of Declaration of Easement dated of even date herewith and being recorded in the Oakland County Records. The first easement provides a roadway easement across certain property currently owned by Maurice Cohen, and hereinafter shall be referred to as the "Cohen Easement." The second easement provides ingress and egress between the eastern extremity of the Cohen Easement and Club Drive, and is established by a Declaration of Easement dated July 31, 1985 and recorded in Liber 9129, Pages 611 et seq., as rerecorded (with proper exhibits) in Liber 9200, Pages 840 et seq., Oakland County Records, as amended or supplemented by a First Modification of Declaration of Easement dated of even date herewith and being recorded in the Oakland County Records. The second easement is over certain property currently owned by Victor, and hereinafter shall be referred to as the "Meadow Easement;"

G. Ingress and egress between Heron Pointe Subdivision and Club Drive is obtained by the Meadow Easement, to the extent that the Meadow Easement lies between Club Drive and the westerly end of the intersection of Heron Pointe Drive and Heron Ridge Drive;

H. Ingress and egress between Heron Ridge Subdivision and Club Drive is obtained by the Meadow Easement, to the extent that the Meadow Easement is located between Club

Drive and the westerly end of the intersection of Heron Place and Heron Ridge Drive;

i. The road established by the Meadow Easement and the Cohen Easement is a private road called Heron Ridge Drive. The plat for Heron Bay Subdivision extends Heron Ridge Drive into Heron Bay Subdivision itself. In addition, the plat for Heron Bay Subdivision created Blue Heron Court, the plat for Heron Pointe Subdivision created Heron Pointe Drive and the plat for Heron Ridge Subdivision created Heron Place. Blue Heron Court, Heron Pointe Drive and Heron Place are private roads which connect to Heron Ridge Drive. Heron Ridge Drive, Blue Heron Court, Heron Pointe Drive and Heron Place hereinafter shall be referred to collectively as the "Access Roads;"

J. All of the Access Roads are private roads. The Declaration for each Subdivision provided that the Access Roads are to be maintained by the Associations for the Subdivisions pursuant to this Agreement.

K. The Declaration for each Subdivision provided that the Subdivisions are to share the responsibility of repairing, operating and maintaining certain other amenities or features which the Developer reserved the right to install on or in the vicinity of the Meadow Easement, the Cohen Easement or the Subdivisions. Such amenities have been substantially created, and they include (i) a manned gatehouse along the Meadow Easement; (ii) landscaping along or in the vicinity of Club Drive, the gatehouse and Heron Ridge Drive; (iii) landscaped berms along Heron Ridge Drive in the vicinity of Heron Ridge Subdivision and Heron Pointe Subdivision; and (iv) a wooden fence along Heron Ridge Drive on certain property owned by Victor, Maurice Cohen or Cohen Development Corporation, Inc.

L. Maple, an affiliate of Victor, is willing to serve as the Management Agent under this Agreement on the terms and conditions set forth below.

NOW THEREFORE, the parties agree as follows:

1. Appointment of Management Agent. The Associations and each of them hereby appoint and engage Maple as the Management Agent to arrange for contractors to carry out the functions and activities set forth in paragraph 2 below. Maple hereby accepts such appointment and agrees to serve as the Management Agent, subject to the terms and conditions hereof.

2. Authority of Management Agent.

(a) In its capacity as Management Agent Maple shall have the right and authority to select and engage third party

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contractors to perform all activities and functions relative to maintaining and managing the Access Roads, the gatehouse and the other amenities referred to herein, as to which the Associations or any of them have any right or responsibility under the terms of any of the Declarations or under the terms of this Agreement. Without limiting the generality of the foregoing, Maple shall have the right and authority to select and engage workmen, contractors or others for the following purposes:

(i) To man the gatehouse with not less than one security guard at any time on a twenty-four (24) hour per day, three hundred sixty-five (365) day per year basis;

(ii) To plow and remove snow from the Access Roads so as to maintain the Access Roads and the gatehouse (including the parking areas thereof) in a clear, safe and attractive condition, to the extent reasonably practical under all of the circumstances;

(iii) To repair, stripe, maintain and ultimately repave or otherwise replace the Access Roads and appurtenances thereto (including the drains, gutters, curbs and underground utilities associated therewith or located within the easement areas of all or any of the Access Roads), as well as the parking areas for the gatehouse;

(iv) To repair, restain, paint and otherwise maintain the fence along the north side of Heron Ridge Drive, as now or hereafter located (whether or not the same is within the easement areas for the Access Roads or on the adjacent property currently owned by Victor, Maurice Cohen or Cohen Development Corporation, Inc.) in a reasonably attractive and natural condition, including to replace all or portions of the fence to the extent the same becomes appropriate in the judgment of Victor;

(v) To repair and maintain the gatehouse, including the parking areas, septic tanks, heating, plumbing, electrical and air conditioning systems and other components thereof, to the end that the gatehouse is maintained in a first-class condition consistent with the image of the Subdivisions;

(vi) To design, lay out, specify, sod, seed, water, trim, prune, rake, fertilize and otherwise maintain all landscaping currently existing or hereafter installed by Victor at the entrance from Club Drive, along the length or in the vicinity of Heron Ridge Drive, at the gatehouse, along the berms located in the vicinity of Heron Ridge Subdivisions.

Heron Pointe Subdivision and otherwise along Heron Ridge Drive and at such other locations as Victor may specify. Such activities may include the periodic removal of dead, unhealthy, unattractive or inappropriate landscaping and the replacement of the same with new landscaping, as well as period plantings and landscaping revisions, all as determined by Victor to be appropriate in order to maintain the first-class appearance and exclusivity of the Subdivisions and each of them;

(vii) To provide any burglar, security, smoke, fire or other alarm systems required or authorized under the Declarations, fully and to the same extent as such services are permitted to be provided by the Associations or any of them under the Declarations;

(viii) To repair, paint and otherwise maintain the mailboxes for residents of the Subdivisions located at or in the vicinity of the gatehouse, and to replace the mailboxes at such time as the same may be deemed appropriate by Victor;

(ix) To repair, paint and otherwise maintain all signage, lights, telephone or security stations or other devices erected by Victor along the Access Roads, at the gatehouse or otherwise;

(x) To provide utility services, including gas, water and electricity, for the accomplishment of any or all of the improvements or functions described in this paragraph;

(xi) To secure and maintain appropriate insurance coverages with respect to the Access Roads or other portions of the Subdivisions for which the Associations or any of them have responsibility or with respect to the activities permitted hereunder; and

(xii) To perform such other activities or functions as Victor may indicate as being appropriate to enhance the attractiveness and exclusivity of the Subdivisions, or as may be requested by Victor under authority of any or all of the Declarations.

(b) All costs or expenses associated with the activities or functions referred to in subparagraph (a) above shall be the sole responsibility of the Associations. In connection with the foregoing activities or functions Maple shall have the authority and the power to negotiate and enter into, on behalf of and in the name of the Associations, contracts with third parties, including the right to select such third parties and to determine the terms and conditions on which they are to be retained; provided, if and to the extent

Maple contracts with a person or entity affiliated with or under common control with Maple or Victor to accomplish any of the foregoing functions, the terms and conditions of such contract shall be commercially reasonable; and further provided, Maple may contract with third parties in Maple's own name relative to the matters described herein, in which event the Association shall indemnify and hold harmless Maple from any liability or obligation with respect thereto. In no event shall the fact that Maple contracts with any third party in its own name be deemed to render the third party an agent of Maple or otherwise to impose liability on Maple for such third party's performance or non-performance under such contract. Copies of all contracts or other instruments executed pursuant to this Agreement shall be made available by Maple to the Associations or any of them upon request.

(c) Maple shall have the full authority to administer and supervise the aforementioned contracts and the performance thereunder by the Associations or by the parties contracting with the Associations or Maple, including without limitation the authority to resolve claims by or against the Associations, to defend or file litigation with respect thereto and to authorize changes to such contracts; provided, if a dispute thereunder involves an expense or liability to the Association of five thousand (\$5,000) dollars or more, Maple shall obtain the approval of a majority of the Associations.

3. Compensation of Management Agent.

(a) As its compensation hereunder Maple shall be entitled to receive a fee equal to fifteen (15%) percent of all amounts paid or payable by the Associations with respect to the activities and functions set forth in paragraph 2 above, including without limitation the amount of (i) the costs of making repair, maintenance or replacement activities, (ii) the costs of establishing or maintaining reasonable working capital or capital improvement reserves, (iii) the costs of liability insurance, and (iv) other incidental costs associated with the foregoing.

(b) Maple shall be paid its compensation as aforesaid at the time payments become due under paragraph 5 below (i.e., on January 31 of each year or on such other dates as the special assessments referred to in paragraph 5(D) become due) Maple may retain such compensation out of amounts received by it as the agent of the Associations in collecting dues and assessments imposed as contemplated in paragraph 5 below, although its right to receive such compensation shall not be limited to amounts so received. Maple's compensation shall be deemed to be fully earned when payable.

4. Relationship Among the Associations; Requirements Regarding Dues and Assessments; Advances.

(a) The liability of each of the Associations under this Agreement or under any contract or agreement entered into

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on behalf of or in the name of the Associations pursuant to the terms of this Agreement shall be joint and several.

(b) Each Association shall assess and collect from the owner(s) of each Assessable Lot (as hereinafter defined) in the applicable Subdivision the dues and assessments that such owner(s) must pay under the applicable Declaration or hereunder.

(c) As among the Associations, each Association shall be responsible for paying the percentage of the costs or expenses payable hereunder by the Associations that is equal to the percentage derived by dividing the aggregate number of Assessable Lots in the applicable Subdivision by the aggregate number of Assessable Lots in all of the Subdivisions.

(d) For the purposes of this Agreement, an "Assessable Lot" shall mean any lot in a Subdivision; provided, if two adjacent lots are owned and occupied by the same owner(s) as a single building site, both lots shall be deemed to be but one Assessable Lot. Two lots shall be deemed to be owned and occupied as a single building site for the purposes of this paragraph if a dwelling occupies both lots, or if a dwelling occupies one lot and the other adjacent lot (i) is being used for a back or side yard or recreational facility (e.g., tennis court or swimming pool) or (ii) is being retained in its natural condition, and (iii) the adjacent lot is not being offered or held for resale or speculation. Victor may determine in its sole discretion whether lots constitute but one Assessable Lot, which determination for each year shall be made based on the status of the lots on January 1 of the year in question.

(e) Each Association hereby agrees to indemnify and hold harmless the other Associations from and against any liabilities, obligations or expenses which are the obligation hereunder of the indemnifying Association to pay. If and to the extent that one Association is required to advance amounts that are payable by another Association, it shall be entitled to prompt reimbursement therefor from such other Association, together with interest from the date of the advance at the rate of eleven (11%) percent per annum.

(f) Victor or Maple shall have the right, but not the obligation, to advance any amounts payable by any or all of the Associations hereunder or under any contract entered into hereunder, and in such event Victor or Maple shall be entitled to prompt reimbursement therefor by the applicable Association(s), together with interest thereon from the date of the advance at the rate of two (2%) percent per annum over the prime lending rate established from time to time by Manufacturers National Bank of Detroit, a national association, but in no event more than twenty-five (25%) percent per annum.

5. Establishment of Budget; Required Payments;
Collection of Dues, Assessments or Fees.

(a) By December 31 of each year Maple shall establish a budget for the estimated expenses it envisions incurring during the next calendar year under this Agreement, which expenses may include (i) the cost of retaining contractors, workmen or others to perform the activities or functions described in paragraph 2 above, (ii) the amount of any working capital reserves which Maple deems to be appropriate, (iii) the amount of any reserves for capital improvements, depreciation or improvements that Maple may deem appropriate, (iv) the amount of compensation to be paid to Maple hereunder, and (v) such other amounts as Maple determines in its reasonable judgment to be required to fund all activities or functions appropriate under this Agreement. The budget shall take into consideration any shortfall or overage from payments made with respect to the preceding year.

(b) On or before January 31 of the year in question each Association shall pay or cause its members to pay the Association's pro rata share of the costs reflected in the budget prepared and submitted pursuant to subparagraph (a) above. The compensation due Maple with respect thereto shall be due and payable by January 31 of the year in question.

(c) It is acknowledged that the parties contemplate that the Associations will fund the payments due from each of them hereunder by assessing annual dues or imposing special assessments under the terms of the applicable Declaration and the Articles of Incorporation and Bylaws for each Association. To facilitate this process, each of the Associations hereby appoints Maple as its agent to administer and collect such dues and assessments from its members. In such capacity Maple shall have the power and authority:

(i) to bill owners of Lots within the Subdivisions for such assessments,

(ii) to collect, administer and give accounts for such assessments,

(iii) to enforce any rights of the Association to collect such assessments, including without limitation the right to collect late charges and interest accrued on outstanding assessments and to assert and/or foreclose a lien on the Lot of any member of the Association who has failed to pay any assessments,

(iv) to deposit all assessments so collected in a checking or savings account, and

(v) to withdraw amounts from such accounts when and to the extent necessary to meet the obligations of the Association hereunder, including without limitation to withdraw amounts to pay any compensation or reimbursement due Maple hereunder; provided, however, Maple shall be obligated to maintain separate accounts with respect to amounts actually collected by Maple, so that the funds of each Association are separately accounted for (although the funds of the Association need not be maintained in separate checking or savings accounts of the Association); and further provided, Maple shall deposit the assessments so collected only in a checking or savings account maintained with a bank or savings and loan institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation.

All annual dues shall be payable on or before January 31 of the year in question. Each Association shall advise Maple of the amount of the annual dues being assessed by it on or before January 10 of each year, and thereafter Maple shall have the right to collect the same as aforesaid. To the extent that the aggregate collections for a particular year by Maple with respect to all of the Subdivisions exceed the amounts required to be paid by the Associations hereunder, such as when the Associations assess annual dues in excess of the amounts required hereunder, Maple shall remit the same to the applicable Association.

(d) If for any reason the costs actually incurred or anticipated to be incurred hereunder for a year exceed the amount budgeted therefor pursuant to subparagraph (a) above or otherwise are greater than the amounts then available to Maple, Maple shall provide notice of such fact to the Associations, and thereafter the Associations shall be obligated to pay any such shortfall in the proportions described in paragraph 4(c) above; provided, in no event shall any such payment be required to be made less than thirty (30) days after the applicable Association is notified of the shortfall. The parties acknowledge that they contemplate that the Associations would fund any payments due under this subparagraph by imposing special assessments on their respective members. If and to the extent the Associations impose such special assessments, each Association hereby appoints Maple as its agent to collect the same on the terms and conditions set forth in subparagraph (b) above.

(e) If and to the extent that Maple elects to file or enforce a lien to induce the owner(s) of an Assessable Lot to pay dues or assessments, Maple shall have the authority under subparagraphs (b) and (d) above to resolve all issues with respect to the amount of such assessments or the amount which the Association will accept in full payment thereof, and Maple

shall be entitled to be reimbursed for any attorney's fees or other litigation expenses incurred by it in placing or enforcing a lien on any lot. The Association for the Subdivision in which any such lot is located shall be solely responsible for such reimbursement.

6. Limitation on Maple's Liability.

(a) Maple's obligations hereunder shall be limited to making good faith efforts to arrange to have the appropriate services or functions performed by third party vendors, contractors, services or workmen. Maple shall have no contractual obligation to actually achieve the level of service or accomplish the functions specified herein, but rather the sole and exclusive obligation (if any) with respect thereto shall be that of the applicable third party contractor, service or workmen, to the extent the same are engaged or retained on behalf of the Associations. In no event shall Maple have any liability or obligation for consequential or indirect damages of any nature or sort, whether liability is sought to be predicated based on contract, negligence, contribution, indemnity, gross negligence or otherwise, including without limitation liability for such consequential or indirect damages as personal injury, death, property damage, diminution in property values or the like.

(b) It is recognized that the limitation on Maple's liability set forth in this paragraph has been a material inducement for Maple to execute this Agreement, and the Associations shall indemnify and hold harmless Maple and the agents, shareholders, directors, officers, employees and other representatives thereof from and against any liability, obligation or expense, including attorney's fees and litigation costs, arising out of or relating to any claim or cause of action asserted against the indemnified parties to which any of the limitations on liabilities set forth in this paragraph apply.

7. Term; Rights Upon Default.

(a) The initial term of this Agreement shall be for a period of ten (10) years, commencing effective as of September 15, 1985 and ending on September 14, 1995. Maple shall have the option to extend the term of this Agreement for two (2) additional periods of ten (10) years each, unless the Agreement has been terminated earlier pursuant to the remaining provisions hereof. Such option shall be exercised by Maple providing written notice thereof to each of the Associations within six (6) months of the expiration date of the initial term or the first option term, as the case may be. Upon the exercise of such option the term of this Agreement shall be extended for the applicable period, all on the same terms and conditions as are herein set forth.

(b) The Association may terminate Maple as the Management Agent under this Agreement if all of the following conditions are met: (i) Maple fails to perform its obligations hereunder in good faith or Maple misappropriates funds being held or collected by Maple pursuant to paragraph 5 above; (ii) a written notice authorized and executed by all three (3) Associations is sent to Maple specifying the respects in which Maple has not acted in good faith or has misappropriated funds being held or collected by it pursuant to paragraph 5 above; (iii) within sixty (60) days after such notice Maple has not cured or rectified any default or misappropriation of funds specified in the notice, (iv) all three (3) Associations authorize, execute and send to Maple a notice of termination; and (v) at the times the notices specified in (ii) and (iv) are sent, none of the Associations is in default under this Agreement.

(c) Notwithstanding anything herein to the contrary, Maple shall have the right to terminate this Agreement at any time upon thirty (30) days written notice to each Association.

8. Insurance. As the Management Agent under this Agreement Maple may maintain comprehensive liability insurance with respect to the Access Roads, the gatehouse, the fence and any other amenities referred to herein or with respect to any activities permitted or authorized hereunder. Such liability policy shall name Maple, the Declarants under each of the Declarations and each of the Associations as named insureds thereunder, and shall provide coverage against direct liability and (to the extent reasonably available) liability for contribution, indemnity or other payments to the other named insureds thereunder. Maple is authorized to procure such a policy in an amount up to five million (\$5,000,000) dollars per occurrence, or in such greater amounts as may be necessary to provide adequate protection for Victor, Maple and the Declarants under the Declarations or as may be authorized under the provisions of any of the Declarations.

9. No Third Party Beneficiaries. Maple's obligations hereunder shall be deemed to be for the benefit only of the Associations, and not for the benefit of any non-signatory hereto (the term "non-signatory" being deemed to include without limitation the members of each of the Associations and their respective family members, guests, invitees or licensees). The establishment of any maintenance or repair standards under this Agreement shall be deemed solely for the purposes of insuring reasonable ingress to and egress from the applicable Subdivisions and Club Drive, and to maintain the attractiveness and aesthetic qualities of the Subdivisions. In no event shall such responsibilities or obligations, or any maintenance standards established by the Declarants pursuant to any of the Declarations, be deemed to be

for the purpose of insuring the safety of the Access Roads or the other amenities or improvements which are the subject of this Agreement. In no event shall an actual or alleged breach of any such responsibilities, obligations or standards impose liability on any party, including any of the Associations, Victor, Maple or any of the Declarants under any of the Declarations, in any action or proceeding directly or indirectly seeking recovery for personal injury (including death) or property damage occurring on or arising out of the Access Roads or the other amenities or improvements referred herein, or the design, construction or maintenance thereof, nor shall such responsibilities, obligations or standards be used as evidence in any such action or proceeding. In any such action or proceeding the standard or duty of care, if any, applicable to the design, maintenance, construction or repair of the Access Roads or the other amenities or improvements referred to herein shall be the standard or duty of care which would apply in the absence of any of the obligations, responsibilities or standards established by or pursuant to this Agreement, any of the Declarations or any instrument contemplated by any of the Declarations.

10. Nature of Covenants. The terms and conditions of this Agreement shall be binding upon the parties and their respective successors and assigns, and as to the Associations shall be deemed to be real covenants which shall run with the land and shall bind each of the Subdivisions and each lot in the Subdivisions. Any person acquiring an interest in any Lot in any of the Subdivisions, whether by purchase, devise, gift or otherwise, shall be deemed to accept his or her title or interest in such Lot subject to the terms and conditions of this Agreement, including the obligations of the applicable Association as established under this Agreement.

11. Miscellaneous.

(a) This Agreement is to be governed by and construed in accordance with the laws of the State of Michigan.

(b) There is hereby reserved unto Victor and the other Declarants under each of the Declarations any rights, powers or privileges reserved by them under any of the Declarations.

(c) References to Victor hereunder shall be deemed to refer to Victor in its capacity as the Developer under each of the Declarations. If Victor no longer is the Developer under a Declaration, or if any of Victor's rights or powers as the Developer devolve upon an Association or a successor developer, any reference to Victor herein shall be deemed to refer to the party that is entitled to exercise the applicable right or power at the time in question.

(d) This Agreement may be amended only in a writing signed by or on behalf of each of the Associations and by Maple. Any party acquiring a Lot in any of the Subdivisions or a membership interest in any of the Associations shall take subject to such right of amendment or modification.

IN WITNESS WHEREOF, the parties have executed this Joint Maintenance Agreement as of the day and year first above written.

WITNESSES:

HERON BAY SUBDIVISION
HOMEOWNERS ASSOCIATION

Mark E. Hubbard
Mark E. Hubbard

BY: [Signature]
David V. Johnson

Nancy A. Peterson
Nancy A. Peterson

Its: President

HERON POINTE SUBDIVISION
HOMEOWNERS ASSOCIATION

Mark E. Hubbard
Mark E. Hubbard

BY: [Signature]
David V. Johnson

Nancy A. Peterson
Nancy A. Peterson

Its: President

HERON RIDGE SUBDIVISION
HOMEOWNERS ASSOCIATION

Mark E. Hubbard
Mark E. Hubbard

BY: [Signature]
David V. Johnson

Nancy A. Peterson
Nancy A. Peterson

Its: President

MAPLE ASSOCIATES, INC.

Mark E. Hubbard
Mark E. Hubbard

BY: [Signature]
David V. Johnson

Nancy A. Peterson
Nancy A. Peterson

Its: President

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 5 day of September, 1989 by David V. Johnson the President of Heron Bay Subdivision Homeowners Association, a Michigan nonprofit corporation, on behalf of the corporation.

Nancy A. Peterson

NANCY A. PETERSON
Notary Public, Oakland County, MI
My Commission Expires Aug. 25, 1992

Notary Public, Oakland County,
Michigan

My Commission Expires: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 5 day of September, 1989 by David V. Johnson the President of Heron Pointe Subdivision Homeowners Association, a Michigan nonprofit corporation, on behalf of the corporation.

Nancy A. Peterson

NANCY A. PETERSON
Notary Public, Oakland County, MI
My Commission Expires Aug. 25, 1992

Notary Public, Oakland County,
Michigan

My Commission Expires: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 5 day of September, 1989 by David V. Johnson the President of Heron Ridge Subdivision Homeowners Association, a Michigan nonprofit corporation, on behalf of the corporation.

Nancy A. Peterson

NANCY A. PETERSON
Notary Public, Oakland County, MI
My Commission Expires Aug. 25, 1992

Notary Public, Oakland County,
Michigan

My Commission Expires: _____

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STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me
this 5 day of September, 1989 by David V. Johnson, the
President of Maple Associates, Inc., a Michigan corporation, on
behalf of the corporation.

NANCY A. PETERSON
Notary Public, Oakland County, MI
My Commission Expires Aug. 25, 1992

Nancy A. Peterson
Notary Public, Oakland County,
Michigan

My Commission Expires: _____

DRAFTED BY AND WHEN RECORDED, RETURN TO:

Cameron H. Piggott, Esq.
Dykema Gossett
35th Floor - 400 Renaissance Center
Detroit, Michigan 48243

#1409P
1/04/89