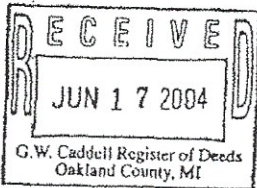


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\$25.00 HISC RECORDING  
\$4.00 REMONUMENTATION  
06/17/2004 04:13:53 P.M. RECEIPT# 75285  
PAID - RECORDED - OAKLAND COUNTY  
G.WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

**AMENDED AND RESTATED FIRST AMENDMENT TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS:**

**THIS AMENDED AND RESTATED FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (this "Amendment") is made effective as of the 18th day of March, 2004 by **SELECTIVE - DELAWARE, L.L.C.**, a Delaware limited liability company ("Selective"), the address of which is 100 Galleria Officecentre, Suite 200, Southfield, Michigan 48034.

**RECITALS:**

*[Handwritten signature]*

A. Selective is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions dated February 19, 2003 and recorded in Liber 28938, Page 268, Oakland County Records as amended by the First Amendment to Declaration of Covenants Conditions and Restrictions dated November 18, 2003 and recorded in Liber 31451 Page 288 (the "First Amendment" and collectively the "Declaration"), which Declaration encumbers certain real property located in Oxford Township, Oakland County, Michigan, known as Golf Highlands No. 1 according to the Plat thereof recorded in Liber 286, Pages 17 through 23, Oakland County Records and described in **Exhibit A**.

*[Handwritten initials: b/r]*

*04-21-107-000ent*

B. Pursuant to the rights reserved to Selective, as Declarant, under the Declaration, Declarant desires to amend the Declaration to grant a perpetual permanent easement to the Charter Township of Oxford for the general purpose of installing and maintaining sanitary sewer and water supply systems.

**NOW, THEREFORE**, in consideration of the premises contained herein, Declarant hereby amends and restates the First Amendment as follows:

1. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Declaration.
2. Pursuant to Article III(b) and Article X Paragraph B. of the Declaration, Declarant hereby amends the Declaration to include a new Article VII Paragraph MM which shall provide:

**MM. Sanitary Sewer Easement for Subdivision.** All property which is now or becomes subject to the terms of this Declaration shall be subject to a perpetual and

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**O.K. - KB**



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permanent easement in favor of the Charter Township of Oxford, Oakland County (the "Grantee"), and Grantee's successors, assigns and transferees, in, over, under and through the property as shown on the plat for Golf Highlands No. 1 and any subsequent plat that becomes subject to this Declaration, which easement may not be amended or revoked except with the written approval of Grantee, and which contains the following terms and conditions and grants the following rights:

1. The easement shall be for the purposes of developing, establishing, constructing, repairing, maintaining, sanitary sewer system, or related appurtenances, in any size, form, shape or capacity;
2. The Grantee shall have the right to sell, assign, transfer or convey this easement to any other governmental unit;
3. No owner in the subdivision shall build or convey to others any permission to build any permanent structures on the said easement;
4. No owner in the subdivision shall build or place on the area covered by the easement any other type of structure, fixture or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either actually or threaten to impair, obstruct, or adversely affect the rights of the Grantee under said easements;
5. The Grantee and its agents, contractors and designated representatives shall have right-of-entry on, and to gain access to, the easement property;
6. All owners in the subdivision release Grantee and its successors, assigns or transferees from any and all claims to damages in any way arising from or incident to the construction and maintenance of a sanitary sewer system or otherwise arising from or incident to the exercise by Grantee of its rights under the easement, and all owners, covenant not to sue Grantee for any such damages.

The rights granted to the Charter Township of Oxford, County of Oakland and their successors and assigns, under this Article VII, Paragraph MM may not be amended without the express written consent of the Grantee hereunder. Any purported amendment or modification of the rights granted thereunder shall be void and without legal effect unless agreed to in writing by the Grantee, its successors or assigns.

3. Pursuant to Article III(b) and Article X Paragraph B, of the Declaration, Declarant hereby amends the Declaration to include a new Article VII Paragraph NN which shall provide:

NN. **Water Easement for Subdivision.** All property which is now or becomes subject to the terms of this Declaration shall be subject to a perpetual and permanent easement in favor of the Charter Township of Oxford, Oakland County (the "Grantee"), and Grantee's successors, assigns and transferees, in, over, under and through the property as shown on the plat for Golf Highlands No. 1 and any subsequent plat that becomes subject to this Declaration, which easement may not be amended or revoked

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except with the written approval of Grantee, and which contains the following terms and conditions and grants the following rights:

1. The easement shall be for the purposes of developing, establishing, constructing, repairing, maintaining, water supply system, or related appurtenances, in any size form, shape or capacity;
2. The Grantee shall have the right to sell, assign, transfer or convey this easement to any other governmental unit;
3. No owner in the subdivision shall build or convey to others any permission to build any permanent structures on the said easement;
4. No owner in the subdivision shall build or place on the area covered by the easement any other type of structure, fixture or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either actually or threaten to impair, obstruct, or adversely affect the rights of the Grantee under said easements;
5. The Grantee and its agents, contractors and designated representatives shall have right-of-entry on; and to gain access to, the easement property;
6. All owners in the subdivision release Grantee and its successors, assigns or transferees from any and all claims to damages in any way arising from or incident to the construction and maintenance of a water supply system or otherwise rising from or incident to the exercise by Grantee of its rights under the easement, and all owners, covenant not to sue Grantee for any such damages.

The rights granted to the Charter Township of Oxford, County of Oakland and their successors and assigns, under this Article VII Paragraph NN may not be amended without the express written consent of the Grantee hereunder. Any purported amendment or modification of the rights granted thereunder shall be void and without legal effect unless agreed to in writing by the Grantee, its successors or assigns.

4. Except as amended hereby, the Declaration remains in full force and effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]



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IN WITNESS WHEREOF, the Declarant has executed this Amendment as of the date first above written.

**SELECTIVE – DELAWARE, L.L.C.,**  
a Delaware limited liability company

By: **CENTEX HOMES,** a Nevada general partnership, its sole Member

By: **CENTEX REAL ESTATE CORPORATION,** a Nevada corporation, its Managing Partner

By: *W T Stapleton*  
William T. Stapleton,  
Division President

STATE OF MICHIGAN )  
                                  ) SS.  
COUNTY OF *Oakland* )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of June 2004, by William T. Stapleton, a Division President of Centex Real Estate Corporation, a Nevada corporation, the Managing Partner of Centex Homes, a Nevada general partnership, the sole Member of Selective -- Delaware, L.L.C., a Delaware limited liability company, on behalf of the company.

Christina Jessop  
Notary Public, Macomb County, MI  
My Commission Expires 07-14-2008

*Christina Jessop*  
Notary Public  
Macomb County, Michigan  
My commission expires: 7-14-2008  
Acting in County of Oakland

Drafted By and When Recorded Return To:  
Amanda L. Allen, Esq.  
Clark Hill PLC  
500 Woodward Avenue, Suite 3500  
Detroit, Michigan 48226

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## EXHIBIT A

Legal Description

Land situated in the Township of Oxford, Oakland County, Michigan, described as follows:

Part of the Southwest  $\frac{1}{4}$  of Section 16 and the Northwest  $\frac{1}{4}$  of Section 21, Town 5 North, Range 10 East, Oxford Township, Oakland County, Michigan described as:

Commencing at the Southwest corner of Section 15, town 5 North, Range 10 East, Oxford Township, Oakland County, Michigan, said point also being the Northwest corner of Section 21, Town 5 North Range 10 East, Oxford Township, Oakland County, Michigan which is North 01 degrees 49 minutes 06 seconds West 3106.40 feet along the West line of said Section 21 from the West  $\frac{1}{4}$  corner of said Section 21; thence North 84 degrees 30 minutes 32 seconds East 315.94 feet measured (North 84 degrees 29 minutes 40 seconds East 315.62 feet recorded ) along the South line of said Section 16 to the point of beginning; thence Westerly 272.70 feet along the arc of a curve to the left, radius 1443.00 feet; central angle 10 degrees 49 minutes 42 seconds; long chord North 87 degrees 02 minutes 32 seconds West 272.31 feet along the Northerly line of Westlake of Waterstone as recorded in Liber 282 of Plats, pages 27 through 41, Oakland County Records; thence North 00 degrees 35 minutes 07 seconds West 383.69 feet along the Easterly right of way line of Dunlap Road (86 feet wide) as recorded in Liber 4247, page 150, Oakland County Records; thence North 89 degrees 24 minutes 53 seconds East 92.01 feet; thence North 69 degrees 15 minutes 52 second East 222.96 feet; thence Northerly 88.65 feet in the arc of a circular curve to the right, radius 461.96 feet, central angle 10 degrees 59 minutes 42 seconds, long chord North 15 degrees 14 minutes 17 seconds West 88.51 feet; thence North 54 degrees 11 minutes 37 seconds East 68.03 feet; then thence North 77 degrees 50 minutes 47 seconds East 100.13 feet; thence South 44 degrees 26 minutes 17 seconds East 306.76 feet; thence South 69 degrees 09 minutes 24 seconds East 231.03 feet; thence South 62 degrees 03 minutes 33 seconds East 191.89 feet; thence South 56 degrees 40 minutes 26 seconds East 414.98 feet; thence South 69 degrees 00 minutes 37 seconds East 197.30 feet; thence South 14 degrees 35 minutes 23 seconds West 125.00 feet; thence Easterly 193.23 feet in the arc of a curve to the left, radius 1010.00 feet, central angle 10 degrees 57 minutes 42 seconds, long chord South 80 degrees 53 minutes 28 seconds East 192.94 feet; thence South 86 degrees 22 minutes 19 seconds East 65.68 feet; thence South 03 degrees 37 minutes 41 seconds West 347.00 feet along the Westerly line of Bay Village of Waterstone, Oakland County Condominium Subdivision Plan NO. 1392, as recorded in Liber 24024, Page 396, Oakland County Records, in the following two (2) courses. North 86 degrees 22 minutes 19 seconds West 65.68 feet; Westerly 259.10 feet in the arc of a curve to the right, radius 1357.00 feet, central angle 10 degrees 56 minutes 24 seconds, long chord North 80 degrees 54 minutes 07 seconds West 258.71 feet; thence along the Northerly line of said Westlake of Waterstone, the following (3) courses. Northwesterly 480.60 feet along the arc of a circular curve to the right, radius 1357.00 feet; central angle 20 degrees 17 minutes 31 seconds long chord North 65 degrees 10 minutes 10 seconds West 478.09 feet North 55 degrees 08 minutes 24 seconds West 144.13 feet Northwesterly 667.11 feet

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along the arc of a circular curve to the left, radius 1443.00 feet, central angle 26 degrees  
29 minutes 17 seconds, long chord North 68 degrees 23 minutes 03 seconds West 661.18  
feet to the point of beginning.

Tax Identification No. 04-16-300-002