

LIBER 32321 PG 144

103731  
LIBER 32321 PAGE 144  
\$25.00 MISC RECORDING  
\$1.00 REINFORCEMENT  
02/27/2004 12:41:17 P.M. RECEIPTS 03423  
PAID - RECORDED - OAKLAND COUNTY  
S. WILLIAM CADDELL, CLERK/SURGEON - OF RECORD

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

**THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS** (this "Amendment") is made as of the 26<sup>th</sup> day of  
FEBRUARY, 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:**

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 (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**.

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 the Declaration 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 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

3264484v2  
17556 091790

OK-G.K

LIBER32321-PP145

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

2

32648-1-2  
17556-091700

LIBER32321 PG145

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]**



LIBER 32321 PG 148

## EXHIBIT A

Legal Description

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

Part of the Southwest ¼ of Section 16 and the Northwest ¼ of Section 21, Town 5 North, Range 10 East, Oxford Township, Oakland County, Michigan described as:

Commencing at the Southwest corner of Section 16, 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 ¼ 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 380.69 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 17 minutes 10 seconds West 478.09 feet North 55 degrees 08 minutes 24 seconds West 144.13 feet Northwesterly 667.11 feet

5

3264384v2  
17556091790

LIBER 32321 PG 149

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)

04-21-107-000 EPT

LIBER32321 10150

103932  
LIBER 32321 PAGE 150  
\$22.00 HISC RECORDING  
\$4.00 REINSTATEMENT  
02/27/2004 12:41:35 P.M. RECEIPT# 25125  
PAID RECORDED - OAKLAND COUNTY  
C. WILLIAM CARROLL, CLERK/REGISTER OF DEEDS

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

**THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS** (this "Amendment") is made as of the 22<sup>nd</sup> day of  
December, 2003 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:**

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 February 27<sup>th</sup> and recorded in Liber 32321, Page 144 -  
149, Oakland County Records (as amended, 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 (the "Original Subdivision").

B. The Declarant has prepared proposed a plat for certain real property, the  
description of which is attached hereto as **Exhibit A** ("Golf Highlands No. 2"), which proposed  
plat is currently under review by the appropriate governmental agencies.

C. Pursuant to the rights reserved to Selective, as Declarant, under the Declaration,  
Declarant desires to amend the Declaration to subject Golf Highlands No. 2 to the covenants,  
conditions, restrictions, easements, charges and liens of the Declaration.

**NOW, THEREFORE**, in consideration of the premises contained herein, Declarant  
hereby amends the Declaration as follows:

1. Capitalized terms not otherwise defined herein shall have the meaning ascribed to  
them in the Declaration.

2. Pursuant to Article II of the Declaration, Declarant hereby amends the Declaration  
such that Golf Highlands No. 2 shall become subject to all of the covenants, conditions,  
restrictions, easements, charges and liens of the Declaration immediately upon recordation of the

LIDER32321 PG151

Golf Highlands No. 2 plat, and Golf Highlands No. 2 shall thereafter be held, transferred, sold, conveyed and occupied subject to and pursuant to the Declaration.

3. The definition of "Subdivision" set forth in Article I Paragraph N of the Declaration is hereby amended to include any recorded platted subdivision now or hereafter subject to the Declaration.

4. The definition of "Open Space Maintenance Agreement" set forth in the Article I Paragraph B of the Declaration is hereby amended to mean that certain Open Space Maintenance Agreement for Golf Highlands dated February 19, 2003 between the Declarant and the Township as the same may be amended from time to time.

5. The definition of Private Parks in Article I Paragraph I. of the Declaration shall be amended to include: Dunlap Park No. 2; Chelsea Park and Brooks Park to the extent such parks are shown on recorded plats now or hereafter subject to the Declaration.

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

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**



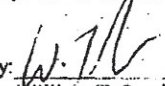
LIDER32321 PG152

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

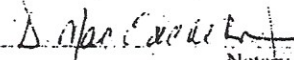
By: CENTEX HOMES, a Nevada general  
partnership, its sole Member

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

By:   
William T. Stapleton,  
Division President

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 11<sup>TH</sup> day of February, 2003, 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.

  
Notary Public  
Oakland County, Michigan  
My commission expires: 11-22-05

D. MACEACHERN  
Notary Public, Oakland County, MI  
Commission Expires Nov 22, 2005

Drafted By and When Recorded Return To:  
Timothy M. Koltun, Esq.  
Clark Hill PLC  
500 Woodward Avenue, Suite 3500  
Detroit, Michigan 48226

32480234  
175561891790

LIBER 32321 PG 153

Exhibit A

Golf Highlands No. 2. Located in the SW 1/4 of Section 16, T5N, R10E, Oxford Township, Oakland County, Michigan, described as:

Commencing at the SW corner of Section 16, T5N, R10E, Oxford Township, Oakland County, Michigan, thence N 84°30'32" E 43.15 feet (recorded as N 84°29'40" E) along the South line of said Section 16, thence N 00°35'07" W 40.16 feet along the East line of Dunlap Road (86 feet wide) as recorded in Liber 4247, Page 150, Oakland County Records, thence N 00°35'07" W 380.69 feet along the West line of Golf Highlands No. 1, as recorded in Liber 286 of Plats, Pages 17-23, Oakland County Records, and said East line of said Dunlap Road, to the POINT OF BEGINNING.

thence continuing along said East line of Dunlap Road, the following two (2) courses:

N 00°35'07" W 25.92 feet;

Northeasterly 784.39 feet along the arc of a circular curve to the right, radius 1102.90 feet, central angle 40°44'58", long chord N 19°47'22" E 767.97 feet;

thence S 68°18'11" E 281.90 feet;

thence S 89°47'38" E 147.92 feet;

thence S 01°15'44" E 173.93 feet;

thence Northeasterly 32.21 feet along the arc of a circular curve to the left, radius 370.00 feet, central angle 04°59'19", long chord N 86°14'37" E 32.20 feet;

thence N 06°15'02" W 179.99 feet;

thence N 69°58'10" E 112.50 feet;

thence N 46°42'39" E 65.46 feet;

thence N 35°11'55" E 183.02 feet;

thence N 45°14'29" E 128.12 feet;

thence N 62°26'31" E 128.10 feet;

thence N 73°52'34" E 129.95 feet;

thence N 15°10'45" E 270.00 feet;

thence N 28°09'11" E 140.94 feet;

thence S 74°49'15" E 108.09 feet;

thence Northwesterly 92.56 feet along the arc of a circular curve to the right, radius 60.00 feet, central angle 88°23'22", long chord N 03°35'26" W 83.65 feet;

thence N 40°36'16" E 218.93 feet;

thence Southeasterly 316.56 feet along the arc of a circular curve to the right, radius 227.00 feet, central angle 79°54'04", long chord S 24°46'17" E 291.53 feet;

thence S 15°10'45" W 1183.36 feet;

thence N 74°49'15" W 106.69 feet;

thence S 15°10'45" W 167.00 feet;

thence N 74°49'15" W 342.63 feet;

thence N 59°35'31" W 128.43 feet;

thence N 83°09'11" W 194.05 feet;

thence N 02°05'09" W 96.60 feet;

thence Northwesterly 107.64 feet along the arc of a circular curve to the right, radius 430.00 feet, central angle 14°20'35", long chord N 84°54'51" W 107.36 feet;

LIBER 32321 PG 151

thence Southwesterly 376.06 feet along the arc of a circular curve to the left, radius 200.00 feet,  
central angle  $107^{\circ}43'58''$ , long chord S  $48^{\circ}23'28''$  W 323.06 feet;  
thence along the Northerly line of said Golf Highlands No. 1 the following four (4) courses:  
S  $54^{\circ}11'37''$  W 68.03 feet;  
Southeasterly 88.65 feet along the arc of a circular curve to the left, radius 461.96 feet,  
central angle  $10^{\circ}59'42''$ , long chord S  $15^{\circ}14'17''$  E 88.51 feet;  
S  $69^{\circ}15'52''$  W 222.96 feet;  
S  $89^{\circ}24'53''$  W 92.01 feet to the POINT OF BEGINNING. Containing 24.94 acres of  
land, more or less.

PT. 04-16-300-007

PT. 04-16-300-003