

AMENDMENT TO AGREEMENT FOR MAINTENANCE
OF SUBDIVISION LANDSCAPING

THIS AMENDMENT TO AGREEMENT FOR MAINTENANCE OF STORM DRAINAGE FACILITIES is made this 16th day of October, 1995, by and between NOWLAND ESTATES SUBDIVISION HOMEOWNERS ASSOCIATION, INC., a Michigan non-profit corporation ("Association"), with its principal office at 31555 West Fourteen Mile Road, Suite 101, Farmington Hills, Michigan 48334; THE CHARTER TOWNSHIP OF CANTON, a Michigan municipal corporation ("Township"), having its principal office at 1150 South Canton Center Road, Canton, Michigan 48188; and SHERR DEVELOPMENT CORPORATION, a Michigan corporation ("Developer"), having its principal office at 31555 West Fourteen Mile Road, Suite 101, Farmington Hills, Michigan 48334.

WITNESSETH:

WHEREAS, Township entered into a certain agreement for maintenance of subdivision landscaping dated August 30, 1994 (the "Agreement"), by and among the Township; Developer; William C. and L. Soraya Nowland, husband and wife; and Charles A. and Shelley D. Trask, husband and wife, which Agreement was recorded in Liber 27760, Page 893, Wayne County, Michigan Records; and

WHEREAS, the land which was the subject of the Agreement was described therein as the "Subdivision Parcel"; and

WHEREAS, pursuant to a certain Second Amendment to Declaration of Covenants and Restrictions dated of even date herewith, additional land has been annexed to the Subdivision Parcel, which land is more particularly described in Exhibit "A," attached hereto and made a part hereof (the "Nowland on the Court Parcel"); and

WHEREAS, the Nowland on the Court parcel is benefitted by certain easements as described in Exhibit "B" attached hereto and made a part hereof;

WHEREAS, Developer desires to: (i) extend the terms of the Agreement to the Nowland on the Court Parcel and (ii) assign its rights and obligations under the Agreement to the Association, and the Township is amenable to same.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto hereby agree that the Agreement shall be amended such that the Subdivision Parcel shall be deemed to include the Nowland on the Court Parcel. To the extent that Lots are created in the Nowland on the Court Parcel, all of such lots shall be included as Lots under the terms of

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the Agreement, and all parks and other common areas established therein, shall be included within the terms of the Agreement.

Furthermore, Developer hereby assigns all of its rights and obligations under the Agreement to the Association, and the Association assumes same and agrees to indemnify, defend, and hold Developer harmless from and against all causes of action arising under the Agreement from and after the day hereof.

Furthermore, it is hereby acknowledged that the term "Subdivision Landscaping" shall include cul de sac islands and entranceway landscaping.

IN WITNESS WHEREOF, Developer, Association and Township have executed this document the date and year first above written.