

AMENDMENT TO AGREEMENT FOR MAINTENANCE
OF STORM DRAINAGE FACILITIES

THIS AMENDMENT TO AGREEMENT FOR MAINTENANCE OF STORM DRAINAGE FACILITIES is made this 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 storm drainage facilities 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 902, 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, 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 the Agreement, and all parks and other common areas established therein, including all storm drainage facilities which service the Nowland on the Court Parcel (some of which benefit the Nowland on the Court Parcel pursuant to certain easements as described in Exhibit "B" attached hereto and made a part hereof), shall be included within the terms of the Agreement.

This Document is digitization of scanned records and is missing key signatures found in the originals. This file is meant for residents to easily search and find relevant information pertaining to Nowland Estates Governing Documents.

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.

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

WITNESSES:

Joseph Teramino

Brian E. Bunker

Deborah Zevaltink *(unsure of last name spelling)*

Joyce Matevia

Constance L. Roessier

Anna M. Stump

SHERR DEVELOPMENT CORPORATION

a Michigan corporation

Stuart D. Sherr

Its: Vice President

THE CHARTER TOWNSHIPN OF CANTON,

a Michigan municipal corporation

Thomas J. Yack

Its: Township Clerk

NOWLAND ESTATES SUBDIVISION

HOMEOWNERS ASSOCIATION, INC.,

a Michigan non-profit corporation

Stuart D. Sherr

Its: President