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LIBER 16496 PAGE 240



03/18/2005 01:29:44 P.M.  
MACOMB COUNTY, MI  
CARINELLA SAWAUGH, REGISTER OF DEEDS  
SEAL

**FIRST AMENDMENT TO THE DECLARATION OF EASEMENTS, COVENANTS  
AND RESTRICTIONS FOR BUCKINGHAM VILLAGE NO. 1  
FOR THE PURPOSE OF ANNEXING BUCKINGHAM VILLAGE NO. 2**

*CF*  
G.T.R. Builders, Inc., a Michigan corporation, whose address is 44899 Centre Court, Suite 101, Clinton Township, Michigan 48038 ("Grantor"), being the Grantor of a certain Declaration of Easements, Covenants and Restrictions for Buckingham Village No. 1 ("Declaration"), as recorded in Liber 13100, Page 670, Macomb County Records, hereby amends the Declaration pursuant to the authority reserved in Paragraph 16 thereof for the purposes of annexing Lots 123 through 303, Buckingham Village No. 2 and adding additional common areas to Paragraph 14 to the Declaration. Upon recordation in the Office of the Macomb County Register of Deeds of this Amendment, said Declaration shall be amended in the following manner:

1. Paragraph A on page 1 of the Declaration, as set forth below, shall replace and supersede Paragraph A on page 1 as originally recorded and subsequently amended, and Paragraph A on page 1 as originally recorded and subsequently amended shall be of no further force or effect.

A. Grantor is the owner of and has developed a certain parcel of land located in Macomb Township, Macomb County, Michigan, as a single-family residential development, being known as Lots 1 through 122, both inclusive, Lots 123 through 131, both inclusive (individually, a "Lot", and collectively, the "Lots"), Buckingham Village No. 1 and Buckingham Village No. 2 (collectively called the "Subdivision").

2. Paragraph B on page 1 of the Declaration, as set forth below, shall replace and supersede Paragraph B on page 1 as originally recorded and subsequently amended, and Paragraph B on page 1 as originally recorded and subsequently amended shall be of no further force or effect.

B. The plat of Buckingham Village No. 1 was recorded at the Office of the Register of Deeds for Macomb County, Michigan, in Liber 154, Pages 15 through 26, inclusive, of Plats, Macomb County Records, and the plat of Buckingham Village No. 2 was recorded at the Office of the Register of Deeds for Macomb County, Michigan, in Liber 158, Pages 19 through 28, inclusive, of Plats, Macomb County Records.

3. Paragraph 13 of the Declaration as set forth below shall replace Paragraph 13 as originally recorded and originally recorded Paragraph 13 shall be of no further force or effect.

*Amended Paragraph 13:*

**13. Entrance and Landscape Easements.** The Association shall be permitted to enter upon Cambridge Commons, Chadsworth Commons, Chadsworth Commons South, Mitchell Commons, and Buckingham Park North, Buckingham Park South, Buckingham Park Central, Buckingham Park East and Buckingham Park West (as described on the plat of the Subdivision) as may be necessary to install, repair, replace, and maintain such signs, lighting, sprinkling systems, and planting, if any, hereinafter collectively referred to as the "Landscape Easement", in accordance with the landscaping plan approved by Macomb Township.

The Association shall in the first instance be responsible for the maintenance of the Landscape Easement. If the Association shall fail to maintain the Landscape Easement then the individual Lot owners shall be responsible for the maintenance of the Landscape Easement. In the event the Association and/or Lot owners shall, at any time, fail to maintain the Landscape Easement, in accordance with the approved landscape plan, then, Macomb Township ("Township") is authorized to enter the Landscape Easement to maintain the same. The Township shall serve notice by first-class mail to the owner(s), appearing on the Township tax rolls, of each lot in the subdivision. The notice shall include a demand that deficiencies in the maintenance be cured within thirty (30) days thereof and notify the owners of the date, time, and place of a public hearing before the Township Board of Trustees or such other boards or body of officials to whom the Township may delegate such responsibility. The hearing shall be held within fifteen (15) days of the notice. At the hearing the Township may modify the terms of the original notice of deficiencies in maintenance and may grant an extension of time within which the deficiencies shall be cured. If the deficiencies, set forth in the original notice or in the modification thereof, are not cured within thirty (30) days or any extensions of time granted at the hearing, the Township, in order to eliminate and cure the deficiencies in the operation and maintenance of the Landscape Easement, may enter upon the property and maintain the Landscape Easement for a period of up to one (1) year. Maintenance of the Landscape Easement by the Township shall not constitute a taking of the Landscape Easement nor vest in the public any additional right to use the same.

Within sixty (60) days prior to the expiration of the aforesaid one (1) year period, that the Landscape Easement is under the control and jurisdiction of the Township, a majority of the lot owners or the Association may request another public hearing be held or the Township may call another public hearing upon notice in the same manner as set forth above. At the hearing the Association or lot owners shall show cause why maintenance by the Township shall not continue for a succeeding one (1) year period. If the Township shall, reasonably, determine that the Association and/or lot owners are ready, willing, and able to maintain the Landscape Easement, the Township shall cease to operate and maintain the Landscape Easement at the end of said year. If the Township shall reasonably determine that the Association or lot owners are not ready, willing, and able to

maintain the Landscape Easement during the next succeeding year, then subject to a similar public hearing and determination in each successive year thereafter, the Township may continue to enter upon and maintain said Landscape Easement.

Should deficiencies in the maintenance of the Landscape Easement be determined by the Township to constitute an impending danger to health, safety, and welfare of the public, or a public, or private nuisance, the Township shall have the right to take immediate correction action and summarily abate such danger or nuisance.

The Association and/or lot owners shall hold harmless, defend, and indemnify the Township from any and all claims, demands, costs, expenses, including attorney fees, and judgments, whatsoever, which may arise from the Township's maintenance of the Landscape Easement.

The actual costs and expenditures, including administration expenses and attorney fees, incurred by the Township as a result of its maintenance of the Landscape Easement or the immediate abatement of an impending danger or nuisance in relation thereto, shall be at the expense of the Association or the lot owners and such costs and expenditures shall be assessed against the lots in the subdivision and become due, collected and returned for no-payment in the same manner and at the same time as ad valorem property tax levies of the Township.

The Township, at its option, shall be subrogated to any rights the Association may have in this Declaration for the imposition of assessments and the collection thereof in relation to the Landscape Easement.

The maintenance provisions contained in this Article, or section, shall not be amended in any way without the prior written consent of the Macomb Township Board of Trustees.

In all respects, other than as hereinabove indicated, the original Declaration, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

Dated this 9 day of MARCH, 2005.

WITNESSES:

Lori Larson  
Eileen Larsen  
Julia Rizzo  
Julia Rizzo

G.T.R. BUILDERS, INC.,  
a Michigan corporation

Giuliano T. Rizzo  
Giuliano T. Rizzo, President

STATE OF MICHIGAN )  
                          ) ss.  
COUNTY OF MACOMB )

The foregoing instrument was acknowledged before me this 9 day of  
March, 2005, by Gaetano T. Rizzo, the President of G.T.R. Builders, Inc.,  
a Michigan corporation, on behalf of it.

Michelle Renée DeLoach  
Notary Public, State of MI, County of Macomb  
My Commission Expires 07/14/2008  
Acting in the County of Macomb

Michelle Renée DeLoach  
Michelle Renée DeLoach Notary Public  
Acting in Macomb County, Michigan  
My Commission Expires: 7-14-05

**DRAFTED BY AND WHEN RECORDED RETURN TO:**

Mark J. Abdo, Attorney at Law  
42550 Garfield Road, Suite 104A  
Clinton Township, Michigan 48038

**CONSENT OF MORTGAGEE IS ATTACHED HERETO**

CONSENT OF MORTGAGEE

The undersigned, Comerica Bank, whose address is 500 Woodward Avenue, Suite 1000, Detroit, Michigan, being the holder of a certain Mortgage covering Buckingham Village No. 1 Subdivision hereby acknowledges and consents to the foregoing First Amendment to Declaration of Covenants, Easements and Restrictions for Buckingham Village No. 1 Subdivision for the purpose of annexing Buckingham Village No. 2.

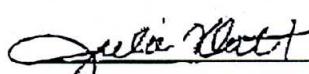
COMERICA BANK

  
By: Wanda S. Ulrich  
Its: Vice President

STATE OF MICHIGAN )  
ss.  
COUNTY OF Wayne

The foregoing instrument was acknowledged before me this 14th day  
of March, 2005, by Wanda S. Ulrich  
the Vice President of Comerica Bank, on behalf of the Bank.



  
Notary Public  
Acting in Wayne County, Michigan  
My Commission Expires: 02-28-06