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LIBER 16496 PAGE 240



03/18/2005 01:29:44 P.M.  
MACOMB COUNTY, MI BEAL  
CARMELLA SARAUGH, REGISTER OF DEEDS

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

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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 133, 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.

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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

