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EASEMENT AGREEMENT FOR USE OF TENNIS COURTS

This EASEMENT AGREEMENT is made this 28th day of October, 2003 by and between TOLL NORTHVILLE LIMITED PARTNERSHIP, a Michigan limited partnership, whose address is 30500 Northwestern Highway, Suite 400, Farmington Hills, Michigan 48334 (hereinafter referred to as the "Grantor") and LAKE VILLAGE OF NORTHVILLE LIMITED PARTNERSHIP, a Michigan limited partnership, whose address is 30500 Northwestern Highway, Suite 400, Farmington Hills, Michigan 48334 ("Lake Village LP") and VILLAS AT NORTHVILLE HILLS CONDOMINIUM ASSOCIATION, a Michigan non-profit corporation, whose address is 30500 Northwestern Highway, Suite 400, Farmington Hills, Michigan 48334 (the "Condominium Association"). Lake Village LP and the Condominium Association and herein collectively referred from time to time as the "Grantees".)

RECITALS:

A. By recording the Master Deed thereof at Liber 34604, Pages 90 through 175, both inclusive, Wayne County Records, Lake Village LP has established Villas at Northville Hills, Wayne County Condominium Subdivision Plan No. 627, as a residential condominium (the "Condominium") on land located in the Charter Township of Northville, Wayne County, Michigan and legally described in the attached Exhibit "A".

B. Grantor owns land adjacent to the Condominium and maintains and operates a golf course upon that adjacent land (the "Adjacent Land"). The Adjacent Land is described in the attached Exhibit "B".

C. Grantor and Lake Village LP have caused certain tennis courts (the "Tennis Courts") to be constructed upon a portion of the Adjacent Land as depicted in the attached Exhibit "C". The Tennis Courts are to be served by a limited number of parking spaces constructed on the Adjacent Land on the west side of an access drive that has been constructed on the Adjacent Land to provide ingress and egress to the Tennis Courts and to a maintenance building and related parking that is part of the golf course operated by Grantor. A pedestrian walkway has also been constructed from the northwest corner of the Condominium to the access drive and then from the access drive to the Tennis Courts. The parking spaces, the access drive and the pedestrian walkway are all depicted on the attached Exhibit "C".

D. In accordance with provisions contained in Article VII of the above referenced Master Deed of the Condominium, Lake Village LP has obtained Grantor's agreement to provide for the use of the Tennis Courts by the owners of units in the Condominium and their family members, guests, tenants and invitees. In accordance with the above referenced Master Deed, the Grantor also intends to permit the use of the Tennis Courts by the owners of lots in the platted subdivisions described herein and the family members, guests, tenants and invitees of such lot owners. Lake Village LP and Grantor now wish to establish the easements required to provide for the use and maintenance of the aforesaid Tennis Courts.

NOW THEREFORE, in consideration of the foregoing recitals, the execution of this Easement Agreement by the parties hereto, the mutual covenants and agreements contained herein, and for other

good and valuable consideration, including the payment of One Dollar (\$1.00) to Grantor by Grantees, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, it is agreed as follows:

1. Grant of Easements.

(a) Grantor hereby grants to Lake Village LP and to the owners of units in the Condominium and their family members, guests, tenants and invitees a permanent, nonexclusive easement over, through, and across the portion of the Adjacent Land occupied by the Tennis Courts and the related parking spaces depicted on Exhibit "C" (the "Related Parking") for the use and enjoyment of the Tennis Courts and for parking vehicles used to gain access to the Tennis Courts over the access road depicted on Exhibit "C" (the "Access Road"). (The legal descriptions of the land occupied by the Tennis Courts and the Related Parking are set forth in Exhibit "D".)

(b) Grantor hereby also grants to the owners of lots in the subdivisions now and in the future to be established on the land legally described in the attached Exhibit "E" and to the family members, guests, tenants and invitees of such owners (the "Subdivision Lot Owners") a permanent, nonexclusive easement over, through, and across the portion of the Adjacent Land occupied by the Tennis Courts and the Related Parking, all as described in paragraph 1(a) above, for the use and enjoyment of the Tennis Courts and for parking vehicles used to gain access to the Tennis Courts over the above described Access Road. The use of the easement granted herein shall be conditioned upon payment by the aforesaid Subdivision Lot Owners of a pro rata share of the cost of maintaining, repairing, replacing and maintaining insurance on the Tennis Courts, the Related Parking and the pedestrian walkway described in paragraph 1(c) below; said amounts to be collected through the Northville Hills Golf Club Homeowners Association (the "Subdivision Association") as described below in paragraph 7. (Excluded from the easements granted in this document and from the related obligations described herein are the subdivision lots that have been established within the boundaries of the land described on the attached Exhibit "E" for inclusion in and use as a golf course said lots including Lots 90 and 91 of Northville Hills Golf Club Sub. No. 1; Lots 208 through 211, both inclusive, of Northville Hills Golf Club Sub. No. 2; Lots 376 and 377 of Northville Hills Golf Club Sub. No. 3; and Lot 466 of Northville Hills Golf Club Sub No. 4; the recording information for said subdivisions being set forth in the attached Exhibit "E".)

(c) Grantor hereby grants to all beneficiaries of the easement granted in paragraphs (a) and (b) above a permanent, nonexclusive easement for ingress and egress to the Tennis Courts and the Related Parking over the Access Road and the pedestrian walkway depicted in Exhibit "C" (the "Walkway"). Grantor hereby grants a permanent, nonexclusive easement to the Condominium Association and its employees, contractors and agents for access to the Tennis Courts, the Related Parking and the Walkway and the land immediately adjacent thereto for purposes of maintaining, repairing and replacing the Tennis Courts, the Related Parking and the Walkway.

Note: The easements granted herein are nonexclusive in the sense that Grantor retains the right to grant such other easements within the areas occupied by the Tennis Courts, Related Parking, Access Road and Walkway that are not inconsistent with the easements granted herein for the use, enjoyment, maintenance, repair and replacement of the Tennis Courts and the Related Parking.

2. Encumbrances. The easements herein granted to the Grantees and to the owners of units in the Condominium are made subject to all covenants, conditions, restrictions, encumbrances and easements of record as of the date hereof. Grantees, for themselves and all beneficiaries of the easements granted herein, acknowledge that Grantor may grant other easements and encumbrances over and across the areas encumbered by the easements granted herein that do not interfere with the use and enjoyment by the beneficiaries of the easements granted herein.

3. Maintenance, repair and replacement activities.

(a) The Condominium Association shall be responsible for the maintenance, repair and replacement of the Tennis Courts, the Related Parking and the Walkway and any and all such work shall be performed at the sole cost and expense of the Condominium Association, subject to the obligation of the Subdivision Lot Owners to contribute to the cost of said maintenance, repair and replacement as described in paragraph 7 below.

(b) The Condominium Association agrees that all work performed pursuant to this Easement Agreement shall be performed in a good and workmanlike manner, and in accordance with all applicable laws, rules, ordinances and regulations. The Condominium Association shall pay all costs, expenses, liabilities and liens arising out of or in any way connected with such work and shall, upon demand, deliver to Grantor evidence that all costs, expenses, liabilities and liens arising out of or in any way connected with such work have been fully paid and discharged of record, or contested and bonded, in which event any judgment or other process issued in such contest shall be paid and discharged before execution thereof.

(c) If any construction liens are filed against the Adjacent Land, or any part thereof, in connection with any work performed by or on behalf of the Condominium Association pursuant to this Easement Agreement, the Condominium Association shall either pay or cause to be paid the same and shall have said liens discharged of record, promptly, or shall take such actions as may be required to reasonably and legally object to such lien. Such actions may include, at the option of the Condominium Association, bonding over the liens or providing a title insurance company with such security as may be required to cause the title insurance company to provide title insurance over the liens.

(d) Upon completion of any repair or replacement of the Tennis Courts, Related Parking or Walkway, the Condominium Association shall remove any and all surplus earth, rubbish, and equipment, and shall restore all portions of the property which may have been used, damaged or disturbed in the course of the maintenance, repair or replacement. Final cleanup shall be commenced and completed as soon as weather permits after completion of construction in order to minimize soil erosion and sedimentation. Notwithstanding any other provision contained in this Easement Agreement, the Condominium Association shall not remove any trees or bushes from the land adjacent to the Tennis Courts in the absence of delivery to Grantor of prior, written notice of such proposed action and a determination that such removal is necessary to prevent damage to the Tennis Courts.

(e) Throughout the duration of the easements granted herein, the Condominium Association shall, at its expense, maintain the Tennis Courts, the Related Parking and the Walkway. The cost of maintaining, repairing and replacing the Tennis Courts, Related Parking and Walkway shall be included in the administrative expenses of the Condominium Association used to determine the amount of assessments charged to the owners of units in the Condominium; provided that a portion of said costs shall be reimbursed to the Condominium Association by the Subdivision Lot Owners through the Subdivision Association as set forth in paragraph 7 below. The Condominium Association shall keep a separate account of the costs incurred with respect to the operation, maintenance and insurance of the Tennis Courts, Related Parking and Walkway so that the reimbursement amounts can be determined.

4. Condominium Association's Insurance Requirements. Throughout the duration of the easements granted herein, the Condominium Association shall maintain general liability insurance, naming Grantor, its officers, agents and employees as additional insureds with a single combined public liability limit of not less than One Million Dollars (\$1,000,000.00), and property damage liability limits of not less than One Million Dollars (\$1,000,000.00). The insurance shall be issued by a financially responsible insurer duly authorized to do business in the State of Michigan. The minimum limits of the

insurance coverage to be maintained by the Condominium Association hereunder shall not limit the Condominium Association's liability under this Easement Agreement. Claims-made policies are not acceptable.

5. Insurance Requirements for Contractors and Subcontractors. Before commencing construction work authorized by this Easement Agreement, the Condominium Association shall cause its contractors and subcontractors to procure and keep in effect, during the course of their work on or about the Easement Areas, the following insurance coverages: (i) worker's compensation insurance as required by the Michigan Labor Department and Michigan Worker's Disability Compensation Act (MCLA 418.101, et. seq.); and (ii) general liability insurance in amounts of not less than One Million Dollars (\$1,000,000.00) per person and per occurrence. With reference to the insurance policies required by this provision, claims made policies are not acceptable. Grantor, its officers, agents and employees shall be additional insureds and the policies may not be canceled without thirty (30) days notice to Grantor.

6. Indemnity. The Condominium Association shall defend, indemnify and save harmless Grantor, its officers, agents and employees against liability or claim thereof, whether for injury to persons, including death, or damage to property, (i) arising out of any construction, maintenance, repair or restoration performed on or about the Tennis Courts, the Related Parking or the Walkway by the Condominium Association, its licensees or contractors or their agents or employees, or (ii) arising out of any default by the Condominium Association hereunder.

7. Subdivision Lot Owners' Contribution to the Cost of Operating, Maintaining and Carrying Insurance on the Tennis Courts and Related Improvements. The Subdivision Lot Owners shall each pay a pro rata share of the costs incurred by the Condominium Association for operating, maintaining, repairing, replacing and carrying insurance on the Tennis Courts, Related Parking and Walkway as required herein, with said share to be determined by dividing the amount of the costs incurred by the total number of units in the Condominium added to the total number of lots owned by Subdivision Lot Owners. The Condominium Association shall be entitled to bill the Subdivision Association for the aggregate amounts due from all Subdivision Lot Owners with respect to the operation and maintenance of the Tennis Courts and related improvements on an annual, bi-annual or quarterly basis and the Subdivision Association shall remit payment for the amount due the Condominium Association pursuant to this paragraph 7 within no later than sixty (60) days after receipt by the Subdivision Association of the Condominium Association's bill. In the event that the Subdivision Association fails to pay the amounts due and owing to the Condominium Association from the Subdivision Lot Owners for their aggregate shares of the cost of operating, maintaining, repairing and replacing and carrying insurance on the Tennis Courts, Related Parking and Walkway, the Condominium Association shall have the right to record a lien against all of the platted subdivision lots established in the land described in Exhibit "E" for the unpaid amount and the right to foreclose the aforesaid liens through judicial action or by advertisement in compliance with the applicable laws of the State of Michigan. The obligations of the Subdivision Lot Owners and the Subdivision Association as set forth in this paragraph 7 are also set forth in a certain Second Supplemental Declaration of Master Covenants, Conditions and Restrictions for Northville Hills Golf Club (the "Second Supplemental Declaration") executed as of October 28, 2003 by Grantor as the Declarant under a certain Declaration of Covenants, Conditions and Restrictions for Northville Hills Golf Club (the "Original Declaration"); the Original Declaration having been recorded at Liber 32580, Pages 1 through 99, both inclusive, Wayne County Records, and the Second Supplemental Declaration having been recorded immediately before the recording of this document.

8. Rules and Regulations Regarding the Tennis Courts. The Condominium Association shall have the right to establish reasonable rules and regulations for the use of the Tennis Courts, including provisions for reserving the use of the courts or setting time limits for their use; provided that any such

rule or regulation shall apply equally to Condominium Unit owners and Subdivision Lot Owners and their respective family members, guests, tenants and invitees. The Condominium Association shall have the right to bar Condominium unit owners that are delinquent in the payment of assessments to the Condominium Association from the use of the Tennis Courts and Related Parking. The Condominium Association shall also have the right to bar all of the Subdivision Lot Owners from the use of the Tennis Courts and Related Parking for so long as the Subdivision Association is in arrears on payments due and owing to the Condominium Association pursuant to paragraph 7 above.

9. Covenants Running with the Land. The easements herein granted and the agreements herein contained shall be easements and covenants running with the Condominium, the Adjacent Land, the land described in the attached Exhibit "E" and the areas encumbered by the easements granted herein and shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns. Upon the turnover of control of the Condominium Association by Lake Village LP in accordance with the provisions of the Michigan Condominium Act, P.A. 59 of 1978, as amended, Lake Village LP shall not have any further responsibility for any obligations imposed upon that party pursuant to this Easement Agreement and all such obligations shall be borne by the Condominium Association.

10. Notices. Notices permitted or required hereunder shall be in writing and shall be delivered or sent by certified mail to the addresses first provided above, provided that any party may change such address by written notice to the other party.

11. Governing Laws. This Easement Agreement shall be construed in accordance with the laws of the State of Michigan.

12. Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Easement Agreement.

13. Severability. If any term, provision or condition contained in this Easement Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Easement Agreement (or the application of such term, provision, or condition to persons or circumstances, other than those in respect of which it is invalid or unenforceable) shall not be affected thereby and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

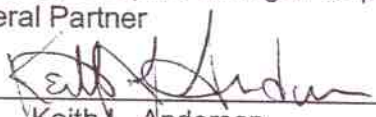
IN WITNESS WHEREOF, the parties have executed this Easement Agreement as of the day and year first above written.



WITNESSES:

"GRANTOR"

Toll Northville Limited Partnership, a Michigan limited partnership

By: Toll MI GP Corp., a Michigan corporation, General Partner

By: 
Keith L. Anderson
Its: Vice President


JOE SKORE

MARELEE S. STEINHILBER

"GRANTEE - LAKE VILLAGE LP"

Lake Village of Northville Limited Partnership, a Michigan limited partnership

By: Northville Lake Village Apartments Limited Liability Company, a Michigan limited liability company, General Partner

By: Keith L. Anderson
Keith L. Anderson
Its: Authorized Agent

Joe Skore
Joe Skore
Marilee Steinhilber
MARILEE STEINHILBER

"GRANTEE - CONDOMINIUM ASSOCIATION"

Villas at Northville Hills Condominium Association, a Michigan non-profit corporation

By: John Oberlin
John Oberlin
Its: President

Brian W. Pieterpol
BRIAN W. PIETERPOL
Marilee Steinhilber
MARILEE STEINHILBER

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

The foregoing Easement Agreement was acknowledged before me this 28 day of October, 2003, by Keith L. Anderson, Vice President of Toll MI GP Corp., a Michigan corporation, General Partner of Toll Northville Limited Partnership, a Michigan limited partnership, on behalf of the limited partnership.

Marilee Steinhilber
Notary Public
Dec. 23, 2005 County, Michigan
My Commission Expires:
MARILEE S. STEINHILBER
Notary Public, Oakland County, MI
My Commission Expires Dec. 23, 2005

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

The foregoing Easement Agreement was acknowledged before me this 28 day of October, 2003, by Keith L. Anderson, Authorized Agent of Northville Lake Village Apartments Limited Liability Company, a Michigan limited liability company, General Partner of Lake Village of Northville Limited Partnership, a Michigan limited partnership, on behalf of the limited partnership.

Marilee S. Steinhilber
Notary Public
Dec. 23, 2005 County, Michigan
My Commission Expires:

MARILEE S. STEINHILBER
Notary Public, Oakland County, MI
My Commission Expires Dec. 23, 2005

