

47354
LIBER 32001 PAGE 821
\$241.00 DEED - COMBINED
\$4.00 REINUMENTATION
01/27/2004 10:52:28 A.M. RECEIPT# 11737
PAID RECORDED - OAKLAND COUNTY
G.WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

COPY

MASTER DEED
OF
ISLAND LAKE SOUTH HARBOR
A RESIDENTIAL CONDOMINIUM
OAKLAND COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 1602

Recorded January 27, 2004,
in Liber 32001, Pages 821
through 898, both inclusive,
Oakland County Records.

This Master Deed is made and executed this 21st day of January, 2004, by TOLL MI II LIMITED PARTNERSHIP, a Michigan limited partnership (hereinafter referred to as "the Developer"), whose address is 30500 Northwestern Highway, Suite 400, Farmington Hills, Michigan 48334.

WITNESSETH:

WHEREAS, Developer desires, by recording this Master Deed, together with the Condominium By-Laws attached hereto as Exhibit A and the Condominium Subdivision Plan attached hereto as Exhibit B (both of which are hereby incorporated by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located thereon, and the appurtenances thereto, as a condominium under the provisions of the Michigan Condominium Act (being MCLA 559.101 et. seq.)

NOW, THEREFORE, upon the recording hereof, Developer establishes Island Lake South Harbor as a condominium under the Condominium Act and declares that the Condominium shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of said Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed and the Exhibits hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, executors, administrators and assigns.

ARTICLE I
TITLE AND NATURE

The Condominium shall be known as Island Lake South Harbor, Oakland County Condominium Subdivision Plan No. 1602. The architectural plans and specifications for the improvements constructed within the Condominium will be filed with the City of Novi. The buildings and units contained in the Condominium, including the number, boundaries and dimensions of each Unit therein, are set forth in the Condominium Subdivision Plan attached

hereto as Exhibit B. Each building contains four individual Units for residential purposes only and each Unit is capable of individual use, having its own access to a Common Element of the Condominium. Each Co-owner in the Condominium shall have an exclusive right to his or her Unit and shall have undivided and inseparable rights to share with the other Co-owners the Common Elements of the Condominium as designated by the Master Deed. Co-owners shall have voting rights in the Island Lake South Harbor Association as set forth herein and in the By-Laws attached hereto and the Articles of Incorporation of such Association. Nothing in this Master Deed shall be construed to impose upon Developer any legal obligation to build, install or deliver any structure or improvement which is labeled "need not be built" on the Condominium Subdivision Plan attached as Exhibit B.

ARTICLE II LEGAL DESCRIPTION

The land which comprises the Condominium established by this Master Deed is a parcel of land in the City of Novi, Oakland County, Michigan, described as follows:

A part of the Northeast 1/4 and the Southeast 1/4 of Section 19, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the East 1/4 Corner of said Section 19, for a Point of Beginning; thence South 86°22'40" West, 43.02 feet, to the Westerly right-of-way of Wixom Road; thence South 01°42'13" East, 1544.48 feet, along the Westerly 60 foot 1/2 right-of-way of said Wixom Road; thence 74.16 feet along a curve to the right, said curve having a radius of 607.00 feet; a central angle of 07°00'00", and a chord bearing and distance of South 01°47'47" West, 74.11 feet, along the Westerly 60 foot 1/2 right-of-way of said Wixom Road; thence South 05°17'47" West, 67.42 feet along the Westerly 60 foot 1/2 right-of-way of said Wixom Road, to a Northeasterly corner of "Island Lake Shores South", Oakland County Condominium Subdivision Plan No. 1553, established by Master Deed recorded at Liber 30468, Pages 690 through 772, Oakland County Records; thence North 84°38'04" West, 155.73 feet, along the Northerly line of said "Island Lake Shores South"; thence North 41°40'51" West, 168.38 feet, along the Northerly line of said "Island Lake Shores South", to Traverse Point "A"; thence continuing North 41°40'51" West, 13 feet more or less, along the Northerly line of said "Island Lake Shores South", to the Southerly shore line of Island Lake; thence Northwesterly 2,894 feet more or less, along the shore of said Island Lake, to the Southwesterly corner of "Island Lake Shores North", Oakland County Condominium Subdivision Plan No. 1444, established by Master Deed recorded at Liber 25903, Pages 224 through 302, Oakland County Records; thence North 86°22'54" East, 20 feet more or less, along the Southerly line of said "Island Lake Shores North", to Traverse Point "B" (said Traverse Point "B" being North 56°05'58" East, 122.54 feet and North 17°02'10" East, 141.35 feet and North 23°33'48" West, 430.47 feet and North 02°00'15" West, 543.95 feet and North 34°54'33" West, 113.20 feet and South 87°36'54" West, 650.25 feet and North 72°25'58" West, 189.65 feet and North 58°17'06" West, 265.22 feet and North 01°47'59" West, 111.52 feet and North 36°07'44" East, 90.97 feet and North

04°37'32" West, 64.03 feet and North 48°46'34" West, 72.17 feet and North 04°24'01" West, 85.46 feet, from said Traverse Point "A"); thence continuing North 86°22'54" East, 106.51 feet, along the Southerly line of said "Island Lake Shores North"; thence South 02°42'01" East 165.00 feet; thence North 86°22'40" East, 1336.91 feet, to the East line of said Section 19 and the centerline of said Wixom Road (said point being South 03°08'01" East, 2,476.09 feet, from the Northeast Corner of said Section 19); thence South 03°08'01" East, 164.87 feet; along the East line of said Section 19, and the centerline of said Wixom Road, to the East 1/4 Corner of said Section 19, and the Point of Beginning. All of the above containing 22.461 acres more or less to the water's edge. All of the above being subject to easements, restrictions, and right-of-ways of record. All of the above being subject to the rights of the public in Wixom Road and to the correlative rights of other riparian owners and the public trust in the waters of "Island Lake".

Tax Parcel No. 22-19-200-005 and (22-19-400-001) 22-19-426-001

ARTICLE III
DEFINITIONS

22-19-200-009

22-19-476-001

Certain terms used in this Master Deed and the Exhibits hereto, and in the Articles of Incorporation and By-Laws of Island Lake South Harbor Association are defined as follows:

(a) The "Act" or "Condominium Act" means Act 59 of the Public Acts of Michigan of 1978, as amended.

(b) "Association" means Island Lake South Harbor Association, the Michigan nonprofit corporation, of which all Co-owners shall be members, which Association shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

(c) "By-Laws" means Exhibit A hereto, which are the By-Laws required for the Condominium and also the By-Laws required for the Association as a non-profit corporation.

(d) "City" or "Novi" means the City of Novi, a Michigan municipal corporation located in Oakland County, Michigan, or its successor, assign or transferee.

(e) "Common Elements" means the portions of the Condominium other than the Condominium Units.

(f) "Community Association" means the Island Lake of Novi Community Association, which is the Michigan non-profit corporation organized, under Michigan law to administer the common affairs of the Island Lake of Novi Community, a larger planned development that is to include the Condominium as described in Article VII, paragraph (k), and Article XIV below.

(g) "Condominium" or "Condominium Project" means Island Lake South Harbor as a Condominium established pursuant to the provisions of the Act, and includes the land and the

buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to the Condominium.

(h) "Condominium Documents", wherever used, means and includes this Master Deed and the Exhibits hereto and the Articles of Incorporation of the Association.

(i) "Condominium Unit" or "Unit" means the enclosed space constituting a single complete residential Unit designed and intended for separate ownership and use in the Condominium as such space may be described on Exhibit B hereto.

(j) "Condominium Subdivision Plan" or "Plan" means the Plan attached to this Master Deed as Exhibit B. The Plan assigns a number to each Condominium Unit and includes a description of the nature, location and approximate size of certain Common Elements.

(k) "Co-owner" or "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium. The Developer is a Co-owner as long as Developer owns one or more Units. In the event of the conveyance of a Unit by land contract, the land contract vendees shall be the "Co-owners" of the Unit and shall bear sole liability for all obligations arising with respect to the Unit to the exclusion of the land contract vendors. The foregoing provision regarding the rights and obligations of land contract vendors and vendees shall apply notwithstanding the definition of "Co-owner" set forth in Section 6 of the Act, as amended by Public Act 379 of 2000.

(l) "Developer" means Toll MI II Limited Partnership, a Michigan limited partnership, and its successors or assigns. All development rights reserved to Developer herein are assignable in writing; provided, however, that conveyances of Units by Developer, including the conveyance of Units to a "successor developer" pursuant to Section 135 of the Act, shall not serve to assign Developer's development rights unless the instrument of conveyance expressly so states.

(m) "Development and Sales Period" means the period beginning on the date this Master Deed is recorded and continuing for as long as Developer holds for sale any Unit within the Project.

(n) "General Common Elements" means the Common Elements other than the Limited Common Elements.

(o) "Limited Common Elements" means a portion of the Common Elements reserved in this Master Deed for the exclusive use of less than all of the Co-owners.

(p) "Master Deed" means this document to which the Condominium By-Laws and Condominium Subdivision Plan are attached as exhibits.

(q) "Mortgagee" means the named mortgagee or owner of any mortgage on all or any portion of this Condominium.

(r) "Percentage of Value" means the percentage assigned to each Condominium Unit in this Master Deed. The Percentages of Value of all Units shall total one hundred (100%) percent. Percentages of Value shall be determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Documents or in the Act.

(s) "Person" means an individual, firm, corporation, partnership, association, trust, the state or an agency of the state or other legal entity, or any combination thereof.

(t) "Transitional Control Date" means the date on which the Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

ARTICLE IV COMMON ELEMENTS

The Common Elements of the Condominium described in Exhibit B attached hereto and the respective responsibilities for maintenance, decoration, repair, replacement, restoration or renovation thereof are as follows:

(a) The General Common Elements are:

(1) The land, described in Article II hereof, and beneficial easements, if any, described in Article VII hereof, including any parking areas, walks, private roads, pedestrian pathways and sidewalks, boardwalks, safety paths, entrance facilities, berm areas, lakefront beach areas, landscaped and open space areas (except to the extent any of the foregoing are designated herein or in the Plan as Limited Common Elements), including such wetland and/or woodland areas and such lakefront areas as may be located within the Condominium.

(2) The electrical system throughout the Condominium, including that contained within Unit walls, up to the point of connection with electrical outlets within any Unit.

(3) The gas transmission lines throughout the Condominium, including that contained within Unit walls, up to the point of connection with gas fixtures within any Unit.

(4) The water distribution system throughout the Condominium up to the point where service is connected or enters each Unit, including all common sprinkling system fixtures and connections, as well as all common sprinkling system controls; and all fire hydrants and attendant equipment.

(5) The sanitary sewer system throughout the Condominium up to the point where service enters or is connected with each Unit.

(6) The storm sewer and storm water drainage systems throughout the Condominium, including below-ground and above-ground systems and all retention or detention ponds.

- (7) The plumbing network throughout the Condominium, including that contained within Unit walls, up to the point of connection with plumbing fixtures (including water softeners) within any Unit.
- (8) The cable television transmission system throughout the Condominium (if any) and any telephone or other communication lines, including that part of such system and lines contained within Unit walls up to the point of connection with outlets within any Unit.
- (9) The structural members, materials and components which comprise the exterior walls, the roof, furnace chimneys, the foundations (including support components), the basement foundations, walls and floors, the ceilings and the floors which envelop the air space within the Unit and the air space within the attics, if any, the crawl spaces, if any, outside of a Unit, and Unit perimeter walls (including window and door frames therein, excluding the glass within the frames and glass sliding doors including the frames). The air space outside of a Unit but within the structural items which envelop a Unit is a General Common Element.
- (10) The site lighting, including all wiring, fixtures, posts and meters throughout the Condominium.
- (11) All beneficial utility and drainage easements.
- (12) Such recreational facilities, if any, as may be constructed on or attached to the general common element land for the benefit of the Co-owners; including, without limitation, such temporary, seasonal boat docks as may be installed from time to time and maintained within the Condominium in accordance with the terms and limitations imposed in the Condominium Documents and in the Conservation Easement and the RUD Agreement described in Article VII below.
- (13) Such other elements of the Condominium not herein designated as Limited Common Elements which are not enclosed within the boundaries of a Unit.

Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications system, described above may be owned by a local public authority, municipality or a utility company or other private company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications system, shall be General Common Elements only to the extent of the Co-owners' interest therein and the Developer makes no warranty whatsoever with respect to the nature or extent of such interest.

(b) The Limited Common Elements are:

- (1) The porches, if any, designated on the Condominium Subdivision Plan as limited common elements are appurtenant to the Units which open onto the aforesaid porches and are limited to the sole use of the Co-owners of the Units to which they are appurtenant.

- (2) The sidewalks leading from the driveway of each Unit to the respective porch of that Unit.
 - (3) Any deck or patio installed by the Developer within the area located at the rear of a Unit and designated as a limited common element area on the Site Plan included in the Condominium Subdivision Plan shall be a limited common element limited to the use of the Co-owners of the Unit which opens onto the deck or patio. Any such deck or patio shall be maintained, repaired and/or replaced in conformance with the By-Laws attached as Exhibit "A".
 - (4) The glass in a window and the glass sliding doors, including the frames which comprise the glass sliding doors, which are located at or on the perimeter of a Unit.
 - (5) The fireplace combustion chamber, if any, located within or outside of each individual Unit.
 - (6) Each driveway extending from the roadways constructed within the Condominium to the attached garage serviced by such driveway is designated on the Plan as a limited common element and is limited to the sole use of the Co-owners of the Unit or Units that gain access to their garage(s) over each such driveway. Each driveway services one or more Units, and each driveway has direct access to a road, as shown on the Condominium Subdivision Plan attached hereto.
 - (7) The entire heating, ventilation and air conditioning systems and its component parts serving each Unit to the point of connection with the outside walls of the Unit shall be appurtenant to and limited to the sole use of the Co-owners of the Unit served by the system. The air conditioning compressor serving each Unit shall be a limited common element appurtenant to the Unit served even if said compressor is located outside the walls of the Unit.
 - (8) Any other amenity or appurtenance, if any, outside of a Unit, that is identified as a Limited Common Element in the Condominium Subdivision Plan attached as Exhibit B, unless otherwise described in this Master Deed.
- (c) The responsibility for the full cost of maintenance, decoration, repair and replacement of the General and Limited Common Elements shall be the sole responsibility of the Association, except where specific exceptions are stated in the Condominium Documents, and are to be paid for according to the provisions of these Condominium Documents. The full responsibility for each Unit shall be borne by the Co-owners of the Unit. If the Association fails to adequately maintain or repair or replace General Common Element areas assigned to its care, the City of Novi may, but is not required to, perform such maintenance, repair or replacement in accordance with the easement rights described in Article VII, paragraph (p) below.

The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

The common expenses associated with the maintenance, repair, renovation, restoration or replacement of a Limited Common Element shall be specially assessed against the Unit to which that Limited Common Element was assigned at the time the expenses were incurred. Any other unusual common expenses benefitting less than all of the Units or any expenses incurred as a result of the conduct of less than all of those entitled to occupy the Condominium Project or by their licensees or invitees, shall be specially assessed against the Unit or Units involved, as set forth in Section 69(2) of the Act.

The amount of all common expenses not specially assessed in accordance with the foregoing shall be assessed against the Units in proportion to the assigned percentage of value appertaining to each Unit as provided in Section 69(3) of the Act.

The Association shall have specific responsibility to decorate, maintain, repair and replace the following items relating to Units and the costs for these items shall be considered expenses of administration:

- (1) All landscaped areas (excluding such landscaping as may be installed and maintained by a Co-owner upon a porch, deck or patio in accordance with the By-laws attached hereto as Exhibit A).
 - (2) All driveways, roadways and sidewalks, including the stairs or steps leading to the porches at the entrances to each Unit (but not the porches).
 - (3) Snow removal from the roads, driveways and any sidewalks (including driveways designated as Limited Common Elements).
 - (4) The exterior of all buildings, including trim and hardware and the concrete pads upon which air conditioning compressors are situated, but excluding individual porches, decks, patios, glass windows, glass sliding doors and entry doors.
 - (5) Individual attached garages, including the doors, exteriors and roofs of said garages, but excluding any electric garage door openers and/or the interior portions of such garages, including the concrete floors.
 - (6) All mailboxes and stands.
 - (7) Rubbish removal systems, if any.
 - (8) All common site lighting.
 - (9) All other items identified above in subparagraph (a) of this Article IV as General Common Elements; including, without limitation, such temporary, seasonal boat docks as may be installed along the lakefront area located within the Condominium and stored on the General Common Element land when not in use.
- (d) Each Co-owner of a Unit shall have the responsibility to decorate, maintain, repair and replace the following items:

- (1) All appliances within a Unit and supporting hardware, including, but not limited to, garbage disposals, dishwashers, ranges and ovens, vent fans, duct work, vent covers and filters, hot water heaters, water softeners, furnaces, humidifiers, air cleaners, and air conditioners and compressors (whether located within or outside of a Unit, but excluding the concrete pad, which shall be the Association's responsibility), sump pumps and any gas barbecue installed on any deck or patio (provided, however, that all such barbecues must be properly installed and maintained at all times so as to avoid any risk of injury or damage to the Co-owners or the Condominium Project).
- (2) All doors, windows, doorwalls (including all glass doorwall frames and tracks), screens and related hardware within or leading to the individual Unit, including the glass within any window and all parts of the entry door; provided that the decoration, maintenance, repair and replacement of the exterior surface of the entry door (including the painting thereof) shall be subject to reasonable rules and regulations adopted by the Association through its Board of Directors.
- (3) Any landscaping installed upon a porch, deck or patio in accordance with the By-Laws attached hereto as Exhibit A.
- (4) The fireplace combustion chamber, if any, located within the individual Unit.
- (5) All electrical fixtures or appliances within an individual Unit including, but not limited to, lighting fixtures, switches, outlets, antenna outlets and circuit breakers. (Note: Any modification to the existing electrical system must be approved in writing by the Board of Directors and must be completed by a licensed electrician.)
- (6) Any electrical outlets connected to an individual Unit's electrical meter, but located on the exterior of the Unit.
- (7) All plumbing fixtures, including shut-off valves, rings and washers located on or within an individual Unit's perimeter walls.
- (8) All cabinets, counters, interior doors, closet doors, sinks, tile and wood, either floor or wall, and related hardware.
- (9) All improvements or decorations including, but not limited to, paint, wallpaper, carpeting and trim.
- (10) Individual Unit drain lines and water softener discharge lines located within Unit perimeter walls.
- (11) All individual decks, patios and porches comprising Limited Common Elements appurtenant to the Unit and the stairs or steps leading to individual decks or patios, but not the stairs or steps leading to the porches which are located at the entrance to each Unit.

(12) All electric garage door openers and the interior portions of all garages, including concrete floors.

(13) All other items not specifically enumerated above which may be located within an individual Unit's perimeter walls.

ARTICLE V
USE OF PREMISES

No Co-owner shall use his or her Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his or her Unit or any Common Element.

ARTICLE VI
CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

The Condominium consists of fifty-two (52) residential Units. Each Unit is described in this paragraph with reference to the Condominium Subdivision Plan as prepared by Seiber, Keast & Associates, Inc., a copy of which is attached hereto as Exhibit B. Each Unit shall consist of the interior air space measured from the entire interior surface enveloping the Unit air space, including the garage and the basement areas, if any; including (i) interior unpainted surfaces of inside walls; (ii) the inside surfaces of windows, doorwalls, doors and access panels; (iii) the unpainted interior surfaces of ceilings; and (iv) the interior and unfinished surfaces of the sub/floors and/or basement floor. In addition to the above described air space, each Unit shall also include all items, components, fixtures and mechanisms, from the point of connection inward, which provide the Unit with its plumbing, electrical, waste disposal, water, heating and air conditioning services. For all purposes, individual Units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the Unit in the Condominium Subdivision Plan.

The Percentage of Value assigned to each Unit shall be determinative of the proportionate share of each respective Co-owner in the proceeds and expenses of the Association and the Value of such Co-owner's vote at meetings of the Association and the undivided interest of the Co-owner in the Common Elements. Rights to use the General Common Elements shall not be increased or decreased as between Co-owners as a result of disparate assigned values; nor shall the assigned value of ownership in the Limited Common Elements increase or decrease the right to use Limited Common Elements as prescribed in this Master Deed and the Act. The total percentage value of the Condominium is one hundred (100%) percent.

Based on the nature of the Condominium Project and the fact that the Association's responsibility for maintenance of Common Elements will not be substantially different among all of the Units, the Percentages of Value assigned to the fifty-two (52) Units are equal.

ARTICLE VII
EASEMENTS AND ENCUMBRANCES

The Condominium is subject to the following easements, restrictions, and agreements:

(a) Developer (on its behalf and on behalf of its successors or assigns, agents, invitees, employees and contractors) hereby reserves permanent easements for ingress and egress over the roads and walks in the Condominium for purposes of ingress and egress in and to the Condominium and the Units.

(b) By recordation of this Master Deed, Developer reserves the right and power to dedicate some or all of the roads in the Condominium to public use, and all persons acquiring any interest in the Condominium, including without limitation all Co-owners and Mortgagees, shall be deemed irrevocably to have appointed Developer and its successors or assigns as agent and attorney-in-fact to make such dedication and to act on behalf of all Co-owners and their Mortgagees in any statutory or special assessment proceedings with respect to such roads as may be dedicated. After certificates of occupancy are issued for one hundred (100%) percent of the Units in the Condominium, the foregoing rights and powers may be exercised by the Association.

(c) Upon approval by an affirmative vote of not less than fifty one (51%) percent of all Co-owners, in number and in value, the Association shall be vested with the power and authority to sign petitions requesting establishment of a special assessment district pursuant to provisions of applicable Michigan statutes for improvement of roads within or adjacent to the Condominium and related purposes, including, without limitation, the installation of street lighting. In the event that a special assessment project is established pursuant to applicable Michigan law for road improvement or other purposes, the collective costs assessable to the Condominium as a whole shall be borne equally by all Co-owners.

(d) Developer reserves the right and power to grant easements over, or dedicate portions of any of the Common Elements for utility, drainage, street, safety or construction purposes, and all persons acquiring any interest in the Condominium, including without limitation all Co-owners and Mortgagees shall be deemed to have appointed Developer and its successors or assigns as agent and attorney-in-fact to make such easements or dedications. After certificates of occupancy are issued for one hundred (100%) percent of the Units in the Condominium, the foregoing right and power may be exercised by the Association.

(e) If any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling, or moving of a building, or due to survey errors or construction deviations, reconstruction or repair, reciprocal easements shall exist for the maintenance of such encroachment for as long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be permanent, non-exclusive easements to, through and over those portions of the Units and Common Elements for the installation, maintenance and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water, communications, telephone and cable television lines. There shall exist easements of support with respect to any Unit interior wall which supports a common element.

(f) There shall be easements to and in favor of the Association, and its officers, directors, agents and designees (and the Developer prior to the First Annual Meeting), in, on and over all Units, for access to the Units to conduct any activities authorized by this Master Deed or the Condominium By-Laws. Prior to any entry into the Unit, the Association, through its authorized agent, will first provide the Co-owner with reasonable notice and will attempt to coordinate such entry with such Co-owner in order to minimize interfering with the Co-owner's use and enjoyment of the Unit; provided, however, that in the event of an emergency or in the event a Co-owner fails to respond to a written request for entry within forty-eight (48) hours in a non-emergency situation, the Association will have the right of entry into the Unit.

(g) The Developer, the Association and all public and private utility companies shall have such easements over, under, across and through the Condominium, including all Units and Common Elements, as may be necessary to develop, construct, market and operate any Units within the land described in Article II hereof, to fulfill their responsibilities of maintenance, repair and replacement of common amenities or improvements (whether or not such common amenities or improvements are integrated into the Condominium) and also to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium.

(h) The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

(i) There shall exist for the benefit of the City of Novi or any emergency service agency, an easement over all roads and driveways in the Condominium for use by the City and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-Owners thereof. The U.S. Postal Service shall also have an easement over the roads in the Condominium for its vehicles for delivery of mail. The granting of these easements shall not be construed as a dedication of any streets, roads or driveways to the public.

(j) The Condominium and lands adjacent to the Condominium are being developed by the Developer in accordance with the Harvest Lake of Novi Residential Unit Development

Agreement (the "RUD Agreement") entered into by the prior owner of the property submitted to the Condominium and the City of Novi and recorded at Liber 18279, Pages 716 through 855, both inclusive, Oakland County Records. The Condominium and the Units therein shall be developed and maintained in accordance with the terms and conditions of the RUD Agreement, as amended by the Harvest Lake of Novi First Amendment of Residential Unit Development Agreement dated July 22, 1999 and recorded at Liber 20818, Pages 15 through 40, both inclusive, Oakland County Records; the Second Amendment to Residential Unit Development Agreement dated April 7, 2003 and recorded at Liber 29801, Pages 7 through 23, both inclusive, Oakland County Records; the Third Amendment to the Residential Unit Development Agreement dated July 21, 2003 and recorded at Liber 30402, Pages 1 through 15, both inclusive, Oakland County Records, and any additional amendments thereto. All Co-owners and persons occupying Units within the Condominium shall comply with the terms and conditions of the RUD Agreement, as amended.

(k) In order to comply with the RUD Agreement, the Developer has prepared and recorded a certain Island Lake of Novi Community Association Declaration of Covenants and Restrictions (the "Community Association Declaration") at Liber 21518, Pages 318 through 345, both inclusive, Oakland County Records, to provide for the operation and management of certain common facilities to be constructed and/or established as part of the larger development described in the RUD Agreement and known as the "Island Lake of Novi Residential Unit Development" or the "Island Lake of Novi Community". (The Developer has changed the name of the Harvest Lake of Novi Residential Unit Development to its current name, "Island Lake of Novi Residential Unit Development", after having obtained the City of Novi's approval of the name change as permitted by the Harvest Lake of Novi First Amendment of Residential Unit Development Agreement.) The Condominium and the Units therein shall be developed and maintained in accordance with the terms and conditions of the Community Association Declaration, as the same may be amended from time to time, and all Co-owners and persons occupying Units within the Condominium shall comply with the terms and conditions of the Community Association Declaration, as amended. (The Developer has recorded a Second Amendment to the Community Association Declaration in Liber 30418, Pages 397 through 412, both inclusive, Oakland County Records, to include the Condominium and other land in the Island Lake of Novi Community.¹) The common facilities subject to maintenance and administration by the Community Association pursuant to the Community Association Declaration may be completely or partially located within the Condominium. Many of the common facilities subject to maintenance by the Community Association are located outside of the Condominium in other portions of the Island Lake of Novi Community. They may or may not be located within the boundaries of another condominium project. The facilities maintained by the Community Association under the terms of the Community Association Declaration include wetland, woodland and certain other open areas within the Island Lake of Novi Community that

¹ On June 22, 2001, the Developer recorded a First Amendment to Community Association Declaration in Liber 23097, Pages 301 through 309, both inclusive, Oakland County Records, to include certain other land and developments in the Island Lake of Novi Community, including the condominium known as Island Lake Shores North, Oakland County Condominium Subdivision Plan No. 1444.