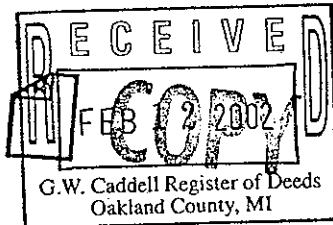


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LIBER 24820 PAGE 481
\$163.00 DEED - COMBINED
\$2.00 REINUMENTATION
02/12/2002 10:13:45 A.M. RECEIPT# 12808
PAID RECORDED - OAKLAND COUNTY
G.WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

COPY

Recorded February 12, 2002, in
Liber 24820, Pages 481 through
559 inclusive, Oakland County
Records.



MASTER DEED
OF
ISLAND LAKE NORTH WOODS

A RESIDENTIAL CONDOMINIUM
OAKLAND COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 1415

This Master Deed is made and executed this 29th day of January, 2002, 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 North Woods 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 North Woods, Oakland County Condominium Subdivision Plan No. 1415. 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 or two 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 Woods 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 two separate parcels of land located in the City of Novi, Oakland County, Michigan, and described as follows:

Land located in the City of Novi, Oakland County, Michigan and described as follows:

A Parcel of Land located in the Southeast 1/4 of Section 18, Town1 North, Range 8 East, City of Novi, Oakland County, Michigan, point of beginning being South 04°05'32" East 2164.99 feet along the East line of said Section 18 and the centerline of Wixom Road and South 85°54'28" West 601.09 feet from the East 1/4 corner of said Section 18; proceeding thence South 68°39' 53" West 141.56 feet; thence South 00°04'50" West 106.67 feet; thence North 87°31'33" West 204.05 feet; thence South 81°56'11" West 104.66 feet; thence South 62°25'39" West 477.32 feet; thence North 27°33'43" West 96.90 feet; thence South 74°02'39" West 257.34 feet; thence South 53°00'49" West 116.94 feet; thence South 18°11'58" West 50.88 feet; thence North 73°45'58" West 242.87 feet; thence North 43°52'52" East 371.43 feet; thence North 75°19'59" East 215.31 feet; thence North 62°01'57" East 488.98 feet; thence North 73°26'39" East 128.72 feet; thence North 85°55'16" East 396.98 feet; thence South 22°18'29" East 211.69 feet, to the Point of Beginning; containing 9.68 acres of land and being subject to all easements, restrictions and encumbrances of record;

Part of Tax Parcel Numbers (22-18-400-001 and 22-18-400-002)

- and also -

pt 22-18-400-004

Land located in the City of Novi, Oakland County, Michigan and described as follows:

A Parcel of Land located in the Southwest 1/4 of Section 18, Town1 North, Range 8 East, City of Novi, Oakland County, Michigan, point of beginning being South 04°18'23" East 1977.54 feet from the center of said Section 18; proceeding thence South 04°18'23" East 167.47 feet; thence South 52°44'16" West 253.90 feet; thence South 49°54'34" West 160.00 feet; thence South 81°49'47" West 307.52

feet; thence North 03°02'15" East 26.34 feet; thence South 86°33'26" West 58.06 feet; thence with a curve turning to the right with an arc length of 339.86 feet, with a radius of 530.00 feet, with a chord bearing of North 75°04'21" West with a central angle of 36°44'25" and a chord length of 334.06 feet; thence North 56°42'09" West 247.80 feet; thence North 03°13'39" West 154.49 feet; thence North 86°46'21" East 1213.39 feet, to the Point of Beginning; containing 9.42 acres of land and being subject to all easements, restrictions and encumbrances of record.

Part of Tax Parcel No. 22-18-300-002.

pt 22-19-100 002

ARTICLE III
DEFINITIONS

Certain terms used in this Master Deed and the Exhibits hereto, and in the Articles of Incorporation and By-Laws of Island Lake Woods 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 Woods 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.
- (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 (I), and Article XIV below.
- (g) "Condominium" or "Condominium Project" means Island Lake North Woods 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. 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, as it is currently constituted and as it may be expanded pursuant to Article X of this Master Deed.

(n) "Future Expansion Area" means the property which the Developer has reserved the right to add into the Project and to establish additional Units thereon, as more fully set forth in Article X below.

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

(p) "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.

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

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

(s) "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.

(t) "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.

(u) "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, roads, boardwalks, safety paths, pedestrian pathways and sidewalks, entrance facilities, berm 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 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.
- (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) 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".
- (3) 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.

- (4) The fireplace combustion chamber, if any, in or outside of each individual Unit.
- (5) 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 Unit, and each driveway has direct access to a road, as shown on the Condominium Subdivision Plan attached hereto.
- (6) 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.
- (7) 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 (n) 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.

(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 forty (40) residential Units included in buildings to be constructed on the two (2) parcels of land legally described in Article II. Each Unit is described in this paragraph with reference to the Condominium Subdivision Plan as prepared by Hennessey Engineers, 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 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 forty (40) 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. Until such time as the roads within the Condominium are dedicated to public use, Developer hereby reserves easements over the roads within the Condominium for ingress and egress by all persons owning an interest in any condominium unit established within the Island Lake of Novi Community described below, the occupants of any such units and the guests, tenants and invitees of such occupants.

(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. In the event that a special assessment road improvement project is established pursuant to applicable Michigan law, 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) Developer (on its behalf and on behalf of its successors or assigns) hereby reserves permanent easements for ingress and egress over the walks and any roads in the Condominium and permanent easements to use, tap into, enlarge or extend all such roads, walks and utility lines in the Condominium, including, without limitation, all communications, water, gas, electric, storm and sanitary sewer lines, and any pumps, sprinklers or water detention areas, all of which easements shall be for the benefit of any and all land owned or under the control of the Developer, including any and all land added or that may be added to the Island Lake of Novi Community described in paragraph (i) below. These easements shall run with any and all such land in perpetuity. Developer has no financial obligation to support such easements.

(f) 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.

(g) 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.

(h) 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.

(i) 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.

(j) 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.

(k) The Condominium is 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 included in 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, and all Co-owners and persons occupying Units within the Condominium shall comply with the terms and conditions of the RUD Agreement, as amended.

(l) 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 First Amendment to the Community Association Declaration in Liber 23097, Pages 301 through 309, both inclusive, Oakland County Records, to include the Condominium and other land in the Island Lake of Novi Community.) The common facilities to be maintained and administered 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 such Conservation Easements as may be located within the Island Lake of Novi Community (including the Condominium); such detention and retention ponds as may be constructed or located within the Island Lake of Novi Community (including the Condominium); and the main entranceway facilities into the Island Lake of Novi Community, including, without limitation, the signage and fountains installed adjacent to Island Lake Drive and Glenwood Drive near Wixom Road within the boundaries of Island Lake Vineyards, a separate condominium development established within the Island Lake of Novi Community. The Community Association shall have an easement to enter upon the Condominium to the extent required or beneficial for the performance of its obligations under the Community Association Declaration of Covenants, as amended; including, without limitation, certain wetland monitoring functions described in that document. The aforesaid easement for the benefit of the Community Association shall specifically include, without limiting the same, the right of the Community Association and its contractors or agents to bring equipment across and over the paths and land located in such Conservation Easement areas as may be located within the Condominium for the purpose of monitoring, maintaining, repairing or replacing such wetland and/or wetland mitigation areas as may be located or established in areas adjacent to or near the Condominium.

(m) In accordance with the terms of the RUD Agreement described above, as amended, portions of the Condominium have been or will be encumbered by a Conservation Easement that shall be recorded in the Oakland County Records upon formal approval of the Conservation Easement by the City of Novi. (Portions of the Future Expansion Area may also be subject to partial encumbrance by a Conservation Easement.) The Developer reserves the right to record the aforesaid Conservation Easement without obtaining the prior consent of any person with an interest in the Condominium, including any Co-owner or mortgagee. The limits of the areas within the Condominium that are subject to the Conservation Easement are shown on the Condominium Subdivision Plan. The intent of the Conservation Easement is to preserve

certain woodland areas, wetland and wetland buffer areas, a wetland mitigation area and certain other areas in their natural state. The Conservation Easement generally precludes any disturbance of the areas subject to the easement. The Community Association Declaration described above includes the areas encumbered by the Conservation Easement within the common facilities and land subject to maintenance, repair and replacement by the Community Association. If the terms of the Conservation Easement are violated, the terms of the document may be enforced by a lawsuit in equity or law against the owners of the areas encumbered by the Conservation Easement, including the Community Association and the Co-owners of Units in the Condominium.

(n) Pursuant to Article VI, paragraph 6 of the Community Association Declaration, if the Community Association or any association established to administer the common affairs of a project within the Island Lake Community fails to properly preserve, maintain or repair an open area, common area or amenity that is assigned to its care by the Community Association Declaration or by the appropriate master deed or declaration of restrictions and covenants, then the City of Novi shall have the right to serve written notice of the failure on the Community Association or the appropriate association, including the Association established for the Condominium, as the case may be. The served notice shall describe the failure that is of concern to the City, shall demand that the failure be cured within thirty (30) days from the date of the notice or such longer time as may be provided in the notice, and shall identify a date and place of hearing regarding the substance of the notice before the City Council of the City or such other board, body or official as may be identified for such purpose by the City Council of the City. The date of such hearing shall be within fourteen (14) days of the date of the aforesaid written notice. If the Community Association or association that has been served with notice by the City fails to cure the deficiency described in the notice within the cure period identified in the notice or any extension thereof, the City shall have the right, but not the obligation, to cause the deficiency to be cured and to charge the cost of such corrective action to the Community Association or association that has failed to perform its preservation or maintenance responsibilities and, on a prorata basis, to the unit and/or lot owners that comprise the membership of such association. The City shall have the right to determine how it will collect its reimbursement for amounts expended by the City pursuant to this provision. In addition to other methods of collection, the City shall have the right to place an assessment for a prorata share of the reimbursement amount on the City tax rolls against each condominium unit or lot included in the condominium or subdivision managed by the defaulting association. In addition, an administrative fee in the amount of twenty-five (25%) percent of the total of all costs and expenses incurred by the City in the exercise of the remedies conferred in this paragraph (n) shall be paid by the Developer and/or the defaulting association, and such amount shall also constitute a lien on an equal pro rata basis as to all of the condominium units or residential lots included in the development or developments managed by the defaulting association; provided that Developer shall not have any direct liability to the City for amounts payable to the City pursuant to this paragraph (n) if the defaulting association is no longer controlled by the Developer as of the date of the defaulting association's failure to carry out its maintenance obligations. The rights and remedies set forth in this paragraph (n) may be exercised by the City against the Association and the Co-owners of Units in the Condominium, including the Developer, in the event that the Association fails to properly perform its maintenance and repair obligations as set forth in this Master Deed and thus becomes a defaulting association as described in this provision.

ARTICLE VIII
AMENDMENTS

This Master Deed and any Exhibit hereto may be amended as follows:

(a) No Unit dimensions may be modified without the consent of the Co-owner of such Unit nor may the nature or extent of limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified without the written consent of the Co-owner of any Unit to which the same are appurtenant.

(b) If the amendment will materially change the rights of the Co-owners or first Mortgagees, then such amendment requires the consent of not less than two-thirds (2/3) in value of the votes of the Co-owners and first Mortgagees of the Units (unless a greater majority is specified in the Condominium By-Laws). A first Mortgagee shall have one vote for each mortgage held.

(c) Notwithstanding subparagraphs (a) and (b) above, but subject to the limitation of subparagraph (d) below, Developer reserves the right to amend this Master Deed or any of its Exhibits for any of the following purposes without the consent of Co-owners or Mortgagees:

- (1) To delete unsold Units and to modify the locations, types and sizes of unsold Units and the General and/or Limited Common Elements adjoining or appurtenant to unsold Units;
- (2) To amend the Condominium By-Laws, subject to any restrictions on amendments stated therein;
- (3) To correct arithmetic errors, typographical errors, survey errors, or any similar errors in the Master Deed, Plan or Condominium By-Laws;
- (4) To clarify or explain the provisions of the Master Deed or its exhibits;
- (5) To comply with the Acts or rules promulgated thereunder or with any requirements of any governmental or quasi-governmental agency or any financing institution providing or proposing to provide a mortgage on any Unit or to satisfy the title requirements of any title insurer insuring or proposing to insure title to any Unit;
- (6) To make any amendment expressly permitted by this Master Deed; including, without limitation, amendments to expand the Condominium pursuant to Article X below or to convert portions of the Condominium as permitted in Article XII below;
- (7) To make, define or limit easements affecting the Condominium;
- (8) To record an "as-built" Condominium Subdivision Plan in compliance with the Act and the rules promulgated under the Act and any applicable City Ordinance or, in the event that the Condominium is expanded pursuant to Article X below, a Consolidating Master Deed in compliance with the Act and the related rules;

(9) To amend the description of land included in the Condominium as set forth in Article II of this Master Deed and on the Plan in the event the roads in the Condominium are dedicated to public use to the City of Novi or any other governmental agency or to comply with the requirements of any governmental agency.

(d) Notwithstanding any other provisions of this Article VIII, the method or formula used to determine the Percentages of Value for Units in the Condominium, as described above, and any provisions relating to the ability or terms under which a Co-owner may rent a Unit to others, may not be modified without the consent of each affected Co-owner and first Mortgagee. A Co-owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent. The Association may not make any amendment which materially changes the rights of Developer without the written consent of the Developer as long as the Developer owns any Units in the Condominium, nor can the Association ever make any amendment which abridges or in any way limits the easement rights reserved in Article VII above in favor of the Developer.

(e) Any amendment to this Master Deed which affects the conditions imposed on the Condominium by the City of Novi or the rights of the City shall require the prior written consent of the City of Novi, which consent will not be unreasonably withheld. This paragraph (e) shall specifically apply to the rights and remedies granted to the City in Article VII, paragraph (j) above regarding easements for emergency and municipal services; Articles VII, paragraph (m) regarding the Conservation Easement; and Article VII, paragraph (n) above.

ARTICLE IX
SUBDIVISION, CONSOLIDATION
AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provision of the Master Deed or the By-Laws, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article; such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

(a) By Developer. Until the First Annual Meeting, Developer reserves the sole right, (without the consent of any other Co-owner or any mortgagee of any Unit) to take the following actions:

(1) Consolidate Contiguous Units. Consolidate under single ownership two or more Units. Such consolidation of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by Law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

(2) Relocate Boundaries. Relocate any boundaries between adjoining Units, separated only by Unit perimeters or other Common Elements not necessary for the reasonable use of Units other than those subject to the relocation. The relocation of such boundaries shall be given effect by an appropriate amendment or amendments to this

Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

(3) Amendments to Effectuate Modifications. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such consolidation or relocation of boundaries shall be separately identified by number. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so modified. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing.

(4) Conformity with Laws and Ordinances. All actions taken under this Article IX must comply with all applicable laws and ordinances, including, without limitation, any approvals required by the City of Novi.

(b) Limited Common Elements. Limited Common Elements, if any are created, shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to consolidate Units or relocate boundaries described in this Article.

ARTICLE X EXPANSION OF PROJECT

(a) The Condominium Project established pursuant to this initial Master Deed of Island Lake North Woods consists of forty (40) Units. The Developer hereby reserves the right, but undertakes no obligation, to expand the Condominium so that it contains up to an additional twenty-four (24) Units or a maximum number of sixty-four (64) Units, as determined by the Developer, in its sole discretion, from time to time. Such additional units, if any, will be constructed upon all or some of the Future Expansion Area, which comprises the following described parcel of land located in the City of Novi, Oakland County, Michigan, and described as follows:

A parcel of land located in Section 19, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, Point of Beginning being on the West line of Wixom Road (120 feet as established) and being S86°22'51"W 60.03 feet from the East 1/4 corner of said Section 19; proceeding thence S86°22'51"W 1279.55 feet; thence N04°26'40"W 330.03 feet; thence N86°22'51"E 1287.18 feet; thence S03°07'16"E 330.00 feet to the Point of Beginning; having an area of 9.72 acres.

The Condominium as expanded pursuant to this Article X may include three or more separate, non-contiguous parcels of land.

(b) Notwithstanding any other provisions of this Master Deed, the number of units in the Project, may, at the option and discretion of the Developer or its successors or assigns, from time to time, within a period ending not later than six (6) years from the date of recording of this Master Deed, be increased by the addition to the Project of any portion of the Future Expansion

Area and the development of Units and Common Elements thereon within the limitation on numbers of Units contained in paragraph (a) above. The nature, appearance and location of all such additional Units and Common Elements as may be constructed thereon shall be determined by Developer, in its sole judgment. Such increase in size of this Condominium Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors or assigns and in which the Percentage of Value set forth in Article VI hereof shall be proportionately readjusted in order to preserve a total value of one hundred (100%) percent for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in Percentage of Value shall be within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among Percentages of Value based upon the relative value of the various Units. Such amendment or amendments to the Master Deed shall also contain further definitions necessary to adequately describe and service the additional area or areas being added to the Project by such amendment. The Developer shall have the right to create different rules, regulations or restrictions for the new units which may be created in the Future Expansion Area if the Developer decides such differences are necessary or desirable. All of the Co-Owners and mortgagees of units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, to any proportionate reallocation of Percentages of Value of existing units which Developer (or its successors and assigns) may determine necessary in connection with such amendment or amendments. All such interested persons irrevocably appoint Developer (or its successors and assigns) as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto; provided, however, that a Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium Project beyond the area established by this Master Deed, and Developer (or its successors or assigns) may, in its option and discretion, establish all or any portion of said Future Expansion Area as a rental development, a separate condominium project (or projects) or any other form of development, residential or otherwise. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein; provided that any portion of the Future Expansion Area that is added to the Condominium shall also be added to the Island Lake of Novi Community described in Article XV below. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the Future Expansion Area described in this Article X, nor is there any obligation to add portions thereof in any particular order, nor to construct particular improvements thereon in any specific locations.

(c) In connection with any expansion of the Condominium Project pursuant to this Article X, Developer shall first obtain any and all site plan approvals required by the ordinances of the City of Novi and such other governmental approvals as may be required. With respect to the Future Expansion Area, the Developer shall cause any portion of such area to be added to the Island Lake of Novi Community described in Article VII and Article XV of this Master Deed prior to or at the time such area is added to the Condominium.

ARTICLE XI
CONTRACTION OF CONDOMINIUM

(a) As of the date this Master Deed is recorded, the Developer intends to dedicate the roads identified on the Condominium Subdivision Plan as "Timber Trail" and "Island Lake Drive" and the related rights-of-way to public use. However, the Developer undertakes no obligation whatsoever to effect the dedication of any roads, including Timber Trail or Island Lake Drive. Developer nevertheless reserves the right to withdraw from the Condominium that portion of the land described in Article II that consists of all or portions of the Condominium roads and road rights-of-way as the same are shown on the Condominium Plan. At the sole option of the Developer, within a period ending no later than six (6) years from the date of recording this Master Deed, the land included in the Condominium may be contracted to withdraw from the Condominium such roads and road rights-of-way as may be dedicated to public use. The Developer further reserves the right (but undertakes no obligation whatsoever) to contract the boundaries of the Condominium within the aforementioned six-year period for the purpose of removing from the Condominium all or portions of such areas as may have been included within a Conservation Easement as described in Article VII of this Master Deed and conveying title to such removed areas to the Community Association.

(b) In connection with such contraction, Developer unconditionally reserves the right to withdraw from the Condominium that portion of the land described in Article II that is dedicated to public use as a road and/or road right-of-way or that is to be conveyed to the Community Association as described in paragraph (a) above. The withdrawal of such land pursuant to this Article XI shall be effected by one or more amendments of the Master Deed as provided in subparagraph (d) below and by conveyances of all or parts of the roads and road rights-of-way in the Condominium to the City of Novi (or other appropriate governmental unit with appropriate jurisdiction) and by conveyances to the Community Association of such land subject to a Conservation Easement as shall be conveyed to the Community Association.

(c) Apart from satisfying any governmental conditions to dedication of the road and road rights-of-way, there are no restrictions on Developer's right to contract the Condominium as provided in this Article XI. Developer makes no representation whatsoever that the roads constructed to provide access in and to the Condominium meet the requirements imposed by the appropriate governmental agencies for dedication of the roads.

(d) The consent of any Co-owner shall not be required to contract the Condominium or to dedicate the roads and road rights-of-way described above to public use or to convey land subject to the Conservation Easement to the Community Association. All of the Co-owners and Mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such contraction of the Condominium and any amendment or amendments to this Master Deed to effectuate the contraction. All such interested persons irrevocably appoint the Developer or its successors, as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate the Developer

to dedicate the roads and road rights-of-way in the Condominium to public use or to thereafter contract the Condominium as herein provided or to convey land subject to the Conservation Easement to the Community Association. These provisions give notice to all Co-owners, Mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

(e) The rights reserved in this Article XI to remove land from the Condominium Project shall also apply to any portion of the Future Expansion Area that may be added to the Condominium Project pursuant to Article X of this Master Deed.

ARTICLE XII CONVERTIBLE AREAS

(a) The Common Elements and all Units have been designated on the Condominium Subdivision Plan as Convertible Areas within which the Units and Common Elements may be modified and within which Units may be expanded, moved, deleted and created as provided in this Article XII. The Developer reserves the right, but not an obligation, to convert the Convertible Areas.

(b) The Developer reserves the right, in its sole discretion, during a period ending six (6) years from the date of recording this Master Deed, to modify the size, location, and configuration of any Unit that it owns in the Condominium, and to make corresponding changes to the Common Elements, subject to the requirements of local ordinances and building authorities. The changes could include (by way of illustration and not limitation) the deletion of Units from the Condominium and the substitution of General and Limited Common Elements therefor or the creation of additional Units upon land currently designated as General Common Element. The maximum number of units that may be included in the Condominium, as it may be expanded pursuant to Article X of this Master Deed, is sixty-four (64) units.

(c) All improvements constructed or installed within the Convertible Areas described above shall be restricted exclusively to residential use and to such Common Elements as are compatible with residential use. There are no other restrictions upon such improvements except those which are imposed by state law, local ordinances or building authorities.

(d) The consent of any Co-owner shall not be required to convert the Convertible Areas. All of the Co-owners and Mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such conversion of the Convertible Areas and any amendment or amendments to this Master Deed to effectuate the conversion and to any reallocation of Percentages of Value of existing Units which Developer may determine necessary in connection with such amendment or amendments. All such interested persons irrevocably appoint the Developer or its successors or assigns, as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained,

however, shall in any way obligate Developer to convert the Convertible Areas. These provisions give notice to all Co-owners, Mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

(e) All modifications to Units and Common Elements made pursuant to this Article XII shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the Percentages of Value set forth in Article VI hereof shall be proportionately readjusted, if the Developer deems it to be applicable, in order to preserve a total value of one hundred (100%) percent for the entire Condominium resulting from such amendments to this Master Deed. The precise determination of the readjustments in Percentages of Value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among Percentages of Value based upon the original method and formula described in Article VI of this Master Deed. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe and service the Units and Common Elements being modified by such amendments. In connection with any such amendments, Developer shall have the right to change the nature of any Common Element previously included in the Condominium for any purpose reasonably necessary to achieve the purposes of this Article XII.

ARTICLE XIII DEVELOPER'S RIGHT TO USE FACILITIES

Until the end of the Development and Sales Period, the Developer, its successors and assigns, agents and employees may maintain such offices, model units, reasonable parking, storage areas and other facilities on the Condominium as it deems necessary to facilitate the development and sale of the Condominium Project. Throughout the entire duration of the Development and Sales Period, Developer, its successors and assigns, agents and employees shall have such access to, from and over the Condominium as may be reasonable to enable the development and sale of the Condominium Project. Developer shall pay the cost related to such use and restore the facilities to habitable status upon termination for such use.

ARTICLE XIV ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by an appropriate instrument in writing duly recorded in the office of the Oakland County Register of Deeds.

ARTICLE XV MEMBERSHIP IN COMMUNITY ASSOCIATION

Island Lake North Woods is being developed as a separate condominium development within a larger development to be constructed in accordance with the RUD Agreement described

above in Article VII, paragraph (k) and the Community Association Declaration described above in Article VII, paragraph (l). The larger development (referred to herein as the "Island Lake of Novi Community") may include recreation facilities, including a beach and a marina for boats other than gasoline motor propelled boats, that will make use of a man-made lake situated near the center of the Island Lake of Novi Community. These facilities and certain other common facilities, such as entryways into the Island Lake of Novi Community and certain parks established within the Island Lake of Novi Community, are to be maintained and operated by the Community Association, which has been established as a Michigan non-profit corporation for the purpose of administering the common affairs of the Island Lake of Novi Community. The members of the Community Association include Island Lake Woods Association and the condominium associations for Island Lake Vineyards and an additional condominium project known as Island Lake Arbors. The members of the Community Association may also include associations established in connection with other condominiums or platted subdivisions established within the Island Lake of Novi Community or the individual Co-owners and the owners of lots and condominium units established within that larger development. In any case, the Co-owners shall be required to pay amounts assessed by the Community Association to fund the operation, maintenance, repair and replacement of certain common facilities constructed within the Island Lake of Novi Community, including the recreational facilities. Said assessments may be charged and collected directly by the Community Association or through Island Lake Woods Association and the other associations established in connection with the other condominiums and platted subdivisions established within the Island Lake of Novi Community.

IN WITNESS WHEREOF, Developer has caused this Master Deed to be executed the day and year first above written.

WITNESSES:

SIGNED BY:

TOLL MI II LIMITED PARTNERSHIP, a Michigan limited partnership

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

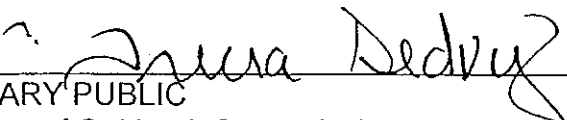
Carla Caswell
Carla Caswell
Patricia R Rice
PATRICIA R RICE

By: L. E. G.
Thomas E. Carnaghi
Its: Vice President

[Notary contained on next page.]

STATE OF MICHIGAN)
 : ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 29 day of January, 2002, ~~2001~~, by Thomas E. Carnaghi, Vice President of Toll MI GP Corp., a Michigan corporation, the General Partner of Toll MI II Limited Partnership, a Michigan limited partnership, on behalf of the limited partnership.



NOTARY PUBLIC
County of Oakland, State of Michigan
My Commission Expires: 01/14/06

PREPARED BY AND WHEN RECORDED RETURN TO:

Dean J. Gould, Esq.
George W. Day, Esq.
Jackier, Gould, Bean, Upfal & Eizelman
Second Floor
121 West Long Lake Road
Bloomfield Hills, MI 48304-2719

TRICIA DEDNICKI
NOTARY PUBLIC OAKLAND CO., MI
MY COMMISSION EXPIRES JAN 14, 2006