

**AMENDED AND RESTATED MASTER DEED OF
ISLAND LAKE ORCHARDS**

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**AMENDED AND RESTATED MASTER DEED OF
ISLAND LAKE ORCHARDS
(ACT 59, PUBLIC ACTS OF 1978, AS AMENDED)
OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1552**

This Amended and Restated Master Deed of Island Lake Orchards (“Amended and Restated Master Deed”) is made and executed this 29th day of October, 2019, by Island Lake Orchards Association, a Michigan nonprofit corporation with offices at 143 Cady Centre #205, Northville, MI 48167 (the “Association”), in accordance with the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended) (the “Condominium Act”).

The Association desires by recording this Amended and Restated Master Deed to reaffirm the establishment of the real property described in Article II of this Amended and Restated Master Deed, together with all the improvements now located upon or appurtenant to such real property, as a residential condominium project under the Condominium Act. The original Master Deed for Island Lake Orchards, recorded in Liber 30468, Pages 611 et seq., along with the First Amendment recorded in Liber 31833, Pages 132 et seq., the Second Amendment recorded in Liber 34444, Pages 64 et seq., the Third Amendment recorded in Liber 36379, Pages 250 et seq., and the Fourth Amendment recorded in Liber 38053, Pages 20 et seq., Oakland County Records, are superseded by this Amended and Restated Master Deed (except for the Condominium Subdivision Plan (defined below) attached to the original Master Deed as Exhibit B and as subsequently amended).

The Association, upon the recording of this Amended and Restated Master Deed, reaffirms the establishment of Island Lake Orchards as a Condominium under the Condominium Act and declares that Island Lake Orchards (the “Condominium”) shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the Condominium Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Amended and Restated Master Deed and Exhibits A and B applicable to this Amended and Restated Master Deed, all of which run with the real property described in Article II of this Amended and Restated Master Deed and are a burden and a benefit to the Association, its successors and assigns, and any persons acquiring or owning an interest in such real property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the Condominium’s establishment, it is provided as follows:

22-19-376-000 EA

O.K. - RC

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**ARTICLE I
TITLE AND NATURE**

Section 1. Condominium Name and Subdivision Plan Number. The Condominium is known as Island Lake Orchards, Oakland County Condominium Subdivision Plan No. 1552. The Condominium is established in accordance with the Condominium Act.

Section 2. Units and Co-owner Rights of Access to Common Elements. The Units contained in the Condominium, including the number, boundaries and dimensions of each Unit, are set forth in the Condominium Subdivision Plan. Each Unit is capable of individual utilization because it has access to a Common Element. Each Co-owner has an exclusive right to their Unit and has an undivided and inseparable rights to share with the other Co-owners the Common Elements designated by this Amended and Restated Master Deed.

Section 3. Voting. Co-owners have voting rights in Island Lake Orchards Association as set forth in this Amended and Restated Master Deed, in the Amended and Restated Bylaws, and in the Association's Articles of Incorporation.

**ARTICLE II
LEGAL DESCRIPTION**

The land that comprises the Condominium covered by this Amended and Restated Master Deed, which is located in the City of Novi, Oakland County, Michigan, is particularly described as follows:

A part of the Southeast $\frac{1}{4}$ and Southwest $\frac{1}{4}$ and Northwest $\frac{1}{4}$ of Section 19, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the Northwest Corner of said Section 19; thence South $03^{\circ}01'04''$ East, 1164.47 feet, along the Westerly line of "Island Lake North Bay", O.C.C.P. NO. 1413 as recorded in Liber 24741, Page 326-406, as amended, Oakland County Records, to the POINT OF BEGINNING; thence North $86^{\circ}57'33''$ East, 59.98 feet, along the Southerly line of said "Island Lake North Bay"; thence 257.69 feet along a curve to the right, said curve having a radius of 342.00 feet, a central angle of $43^{\circ}10'15''$, and a chord bearing and distance of South $62^{\circ}43'56''$ East, 251.64 feet, along the Southerly line of said "Island Lake North Bay" and extension thereof, and along an extension of the Southerly line and the boundary of "Island Lake Shores South" condominium, O.C.C.P. NO. 1553, as recorded in Liber 30468, Pages 690 through 772, Oakland County Records; thence the following Twenty-six (26) courses along the boundary of said "Island Lake Shores South" condominium: (1) thence South $41^{\circ}08'49''$ East, 47.59 feet; (2) and 36.31 feet along a curve to the left, said curve having a radius of 318.00 feet, a central angle of $06^{\circ}32'30''$, and a chord bearing and distance of South $37^{\circ}47'58''$ West, 36.29 feet; (3) and South $55^{\circ}28'17''$ East, 60.00 feet; (4) and 21.30 feet along a curve to the right, said curve having a radius of 258.00 feet, a central angle of $04^{\circ}43'49''$, and a chord bearing and distance of North $36^{\circ}53'38''$ East, 21.29 feet; (5) and South $41^{\circ}08'49''$ East, 13.19 feet; (6) and 374.68 feet along a curve to the right, said curve having a radius of 245.00 feet, a central angle of $87^{\circ}37'19''$, and a chord bearing and distance of North $82^{\circ}33'20''$ East, 339.22 feet; (7) and

South 53°38'01" East, 275.72 feet, (8) and 422.64 feet along a curve to the left, said curve having a radius of 765.00 feet, a central angle of 31°39'14", and a chord bearing and distance of South 69°27'38" East, 417.28 feet; (9) and 323.37 feet along a curve to the right, said curve having a radius of 285.00 feet, a central angle of 65°00'36", and a chord bearing and distance of South 52°46'57" East, 306.30 feet; (10) and 423.02 feet along a curve to the left, said curve having a radius of 643.00 feet, a central angle of 37°41'39", and a chord bearing and distance of South 39°07'28" East, 415.43 feet; (11) and South 57°58'18" East, 301.70 feet; (12) and 208.49 feet along a curve to the right, said curve having a radius of 457.00 feet, a central angle of 26°08'23", and a chord bearing and distance of South 44°54'06" East, 206.69 feet; (13) and South 31°49'55" East, 51.92 feet, said point being South 86°22'40" West, 477.63 feet from the Center of said Section 19; (14) and South 31°49'55" East, 445.46 feet; (15) and 311.32 feet along a curve to the left, said curve having a radius of 543.00 feet, a central angle of 32°51'00" and a chord bearing and distance of South 48°15'25" East, 307.08 feet; (16) and South 64°40'55" East, 42.56 feet, said point being South 02°20'47" East, 631.82 feet from the Center of said Section 19; (17) and South 64°40'55" East, 739.42 feet; (18) and 100.78 feet along a curve to the left, said curve having a radius of 543.00 feet, a central angle of 10°38'04", and a chord bearing and distance of South 69°59'57" East, 100.64 feet; (19) and South 75°18'59" East, 372.30 feet; (20) and 217.40 feet along a curve to the right, said curve having a radius of 457.00 feet, a central angle of 27°15'23", and a chord bearing and distance of South 61°41'18" East, 215.36 feet; (21) and South 48°03'36" East, 201.88 feet; (22) and 480.93 feet along a curve to the left, said curve having a radius of 668.00 feet, a central angle of 41°15'00", and a chord bearing and distance of South 68°41'06" East, 470.61 feet; (23) and 193.99 feet along a curve to the right, said curve having a radius of 707.00 feet; a central angle of 15°43'17", and a chord bearing and distance of South 81°26'58" East, 193.39 feet; (24) and South 73°35'19" East, 157.82 feet; (25) and 104.68 feet along a curve to the left, said curve having a radius of 543.00 feet, a central angle of 11°02'45", and a chord bearing and distance of South 79°06'42" East, 104.52 feet; (26) and South 84°38'04" East, 286.30 feet, to the Westerly right-of-way of Wixom Road; thence South 05°17'47" West, 119.92 feet, along the Westerly right-of-way of said Wixom Road; thence 84.66 feet along a curve to the left, said curve having a radius of 693.00 feet, a central angle of 07°00'00" and a chord bearing and distance of South 01°47'47" West, 84.61 feet, along the Westerly right-of-way of said Wixom Road; thence South 01°42'13" East, 112.80 feet, along the Westerly right-of-way of said Wixom Road; thence South 88°17'56" West, 17.00 feet; thence South 59°02'27" West, 345.32 feet; thence South 25°56'15" East, 423.30 feet, to a point on the South line of said Section 19 and the centerline of Ten Mile Road, (said point being South 86°24'49" West, 230.64 feet, from the Southeast Corner of said Section 19); thence continuing South 86°24'49" West, 1092.71 feet, along the South line of said Section 19 and the centerline of said Ten Mile Road, (said point being North 86°24'49" East, 1323.35 feet, from the South ¼ corner of said Section 19); thence North 01°59'58" West, 1317.21 feet; thence South 86°23'50" West, 1034.04 feet; thence South 01°52'19" East, 1316.99 feet to the South line of said Section 19 and the centerline of said Ten Mile Road; thence South 86°24'49" West, 286.39 feet, along the centerline of said Ten Mile Road to the South ¼ Corner of said Section 19; thence South 86°21'12" West, 1023.50 feet, along the South line of said Section 19 and the centerline of said Ten Mile Road, said point being North 86°21'12" East, 1606.86 feet from the Southwest Corner of said Section

19; thence North 02°20'47" West, 1326.96 feet; thence South 86°03'33" West, 1618.18 feet, to a point on the West line of said Section 19 and the centerline of Napier Road (said point being North 02°49'46" West, 1318.44 feet from the Southwest Corner of said Section 19); thence North 02°49'46" West, 1315.42 feet, along the West line of said Section 19 and the centerline of said Napier Road, to the West ¼ Corner of said Section 19; thence North 03°01'04" West, 1466.97 feet, along the West line of said Section 19 and the centerline of said Napier Road, to the POINT OF BEGINNING. All of the above containing 197.808 acres. All of the above being subject to the rights of the public in Napier Road and Ten Mile Road. All of the above being subject to easements restrictions and right-of-ways of record.

ARTICLE III DEFINITIONS

Section 1. General Description of Terms Used. Certain terms are utilized not only in this Amended and Restated Master Deed and Exhibits A and B, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of Island Lake Orchards Association, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment or transfer of interests in Island Lake Orchards. Wherever used in these documents or any other pertinent instruments, the terms set forth below are defined as follows:

A. The "Act" or "Condominium Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended. If any provision of this Amended and Restated Master Deed or its exhibits conflicts with any provision of the Condominium Act, or if any provision required by the Condominium Act is omitted, then the Condominium Act provisions are incorporated by reference and shall supersede and cancel any conflicting provision.

B. "Amended and Restated Bylaws" or "Bylaws" means Exhibit A attached to this Amended and Restated Master Deed, being the Bylaws setting forth the substantive rights and obligations of the Co-owners. The Amended and Restated Bylaws also constitute the Association's corporate bylaws under the Michigan Nonprofit Corporation Act.

C. "Amended and Restated Master Deed" means this document, and to which the Amended and Restated Bylaws are attached as Exhibit A, and the Condominium Subdivision Plan is made applicable as Exhibit B.

D. "Association" means Island Lake Orchards Association, a nonprofit corporation organized under Michigan law of which all Co-owners are members. The Association shall administer, operate, manage and maintain the Condominium in accordance with all applicable laws and the Condominium Documents (defined below). Any action required of or permitted to the Association is exercisable by its Board of Directors unless specifically reserved to the Co-owners by the Condominium Documents or Michigan law.

E. "Common Elements" where used without modification means the Common Elements described in Article IV of this Amended and Restated Master Deed, and does not refer

to Units or improvements located within Units unless otherwise set forth in this Amended and Restated Master Deed.

F. "Community Association" means the Island Lake of Novi Community Association, a nonprofit corporation organized under Michigan law to administer the common affairs of the Island Lake Community, a larger planned development that includes the Condominium as more particularly described in Article VII of this Amended and Restated Master Deed.

G. "Condominium Documents" means and includes this Amended and Restated Master Deed, the Amended and Restated Bylaws, the Condominium Subdivision Plan, the Association's Articles of Incorporation and the Association's rules and regulations.

H. "Condominium" means Island Lake Orchards as a Condominium established in conformity with the Condominium Act.

I. "Condominium Subdivision Plan" means the Condominium Subdivision Plan attached to the original Master Deed as Exhibit B and as subsequently amended, which is incorporated and made applicable by reference.

J. "Co-owner" means an individual, firm, corporation, limited liability company, partnership, association, trust or other legal entity or any combination of the foregoing who or which owns one or more Units. Both land contract vendees and vendors are considered Co-owners and are jointly and severally liable for all obligations and responsibilities of Co-owners under the Condominium Documents and the Condominium Act.

K. "Electronic transmission" means transmission by any method authorized by the person receiving the transmission and not directly involving the physical transmission of paper, which creates a record that may be retrieved and retained and that may directly reproduce in paper through an automated process.

L. "Good standing" means a Co-owner who is current in all financial obligations owing to the Association and is not in default of any of the Condominium Document provisions.

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

N. "Person" means an individual, firm, corporation, limited liability company, partnership, association, trust, or other legal entity, or any combination of the foregoing.

O. "Residence" means the residential dwelling and its appurtenances constructed within the confines of each Unit.

P. "Unit" means a single Unit in Island Lake Orchards, as such is described in Article VI of this Amended and Restated Master Deed and on the Condominium Subdivision Plan, and

shall have the same meaning as the term "Condominium Unit" as defined in the Condominium Act. Except as otherwise expressly provided for in the Condominium Documents, all structures or improvements located within the boundaries of a Unit are owned in their entirety by the Co-owner of the Unit within which such structures and improvements are located and do not constitute Common Elements.

Section 2. Number and Gender of Words. Whenever any reference is made to one gender, the same shall include a reference to all genders where the same would be appropriate. Similarly, whenever a reference is made to the singular, a reference shall also be included to the plural where the same would be appropriate.

ARTICLE IV COMMON ELEMENTS

Section 1. Common Elements. The Common Elements are described in the Condominium Subdivision Plan and as follows:

A. General Common Elements. The General Common Elements are:

(1) Land. The land described in Article II of this Amended and Restated Master Deed, including sidewalks, pedestrian paths and park areas, all to the extent not identified as Units;

(2) Easements. All easements, if any, that benefit the Condominium;

(3) Electrical. The electrical transmission lines and transformers throughout the Condominium, up to the point at which service leads leave the transformer to provide connections for Unit service;

(4) Telephone. The telephone system throughout the Condominium up to the point of lateral connection for Unit service;

(5) Telecommunications. The telecommunications system, if any, up to the point of lateral connection for Unit service;

(6) Gas. The gas distribution system throughout the Condominium up to the point of lateral connection for Unit service;

(7) Water. The water distribution system throughout the Condominium up to the point of lateral connection for Unit service;

(8) Irrigation System. The common irrigation system serving the General Common Elements throughout the Condominium, including all lines, valves, timers, heads and related equipment;

(9) Storm Drainage System. The storm water drainage system throughout the Condominium, including the storm water detention ponds and any other below-ground and above-ground systems and all equipment related to the system;

(10) Sanitary Sewer. The sanitary sewer system throughout the Condominium up to the point of later connection for Unit service;

(11) Gazebo. The gazebo and related improvements; and

(12) Other. All other elements and improvements contained within or appurtenant to the Condominium, which are not designated as General or Limited Common Elements, which are not enclosed within the boundaries of a Unit and which are intended for common use or are necessary to the existence, upkeep and safety of the Condominium.

Some or all of the utility lines, systems (including mains and service leads) and equipment described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, the utility systems are General Common Elements only to the extent of the Co-owners' interest in the utility systems, if any.

B. Limited Common Elements. There are no Limited Common Elements in the Condominium.

Section 2. Responsibility. Subject to the Association's exclusive right and obligation to control and approve the exterior appearance and use of all Common Elements, Units, Residences and improvements within Units, as set out in this Amended and Restated Master Deed and in the relevant sections of Article VI of the Amended and Restated Bylaws, the respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements, Units, Residences and improvements within Units are as follows:

A. Co-owner Responsibilities:

(1) Unit, Residences and Certain Common Elements. Except as provided in Section 2B below, each Co-owner is responsible for the maintenance, decoration, repair and replacement, including all associated costs, of (a) their Unit, including the entire Residence and all lawn, landscaping, trees, fixtures and improvements located within the Unit and all personal property located within the Unit or elsewhere throughout the Condominium, (b) any portions of drives or utility laterals that serve the Unit but are located outside of the Unit, and (c) any lawn, trees, landscaping, mailboxes and sidewalks (including snow removal) located within the road right-of-way located between the Unit boundary line and the curb; provided, that the exterior appearance of Units, Residences, appurtenant Limited Common Elements and other improvements serving the Unit, to the extent visible from any other Unit or the Common Elements, are subject to the written approval of the Board of Directors as more fully set forth in the Bylaws.

(2) Utility Charges. All costs of electricity, water, sewer, gas, telephone, cable TV, and any other utility services shall be borne by the Co-owner of the Unit to which these services are furnished.

(3) Co-owner Additions, Modifications. Co-owner improvements, additions or modifications, even though approved by the Board of Directors, shall not be considered Common Elements in any case and, except as the Board determines otherwise in writing, is the complete

responsibility of the Co-owner. Should the Association require access to any Common Elements which necessitates the moving or destruction of all or part of any such addition or modification, all costs, damages and expenses involved in providing access and restoring the addition or modification shall be assessed to and collected from the responsible Co-owner in the manner provided in Article II of the Amended and Restated Bylaws.

(4) Co-owner Fault. Subject to the provisions of Article VI, Section 13 of the Amended and Restated Bylaws, any and all costs for maintenance, decoration, repair and replacement of any Common Element caused by the intentional or unintentional act of any Co-owner, or family, guests, tenants or invitees of a Co-owner, shall be borne by the Co-owner. The Association may incur such costs and charge and collect them from the responsible Co-owner in the same manner as an assessment in accordance with Article II of the Amended and Restated Bylaws.

(5) Compliance with Codes and Regulations. All maintenance, repair and replacement obligations of the Co-owners shall be performed in compliance with all applicable municipal, State and federal codes and regulations.

B. Association Responsibilities:

(1) General Common Elements. Subject to the provisions of this Article and the Amended and Restated Bylaws, and except as otherwise assigned to Co-owners in subsection 2A above, the Association shall maintain, repair, and replace all General Common Elements and the Association shall pay such expenses as an expense of administration.

(2) Roads. If the Board of Directors reasonably finds that it is dissatisfied with municipal maintenance, repair and replacement of the internal roads serving the Condominium, the Association may maintain (such maintenance to include, without limitation, snow removal) and repair the roadways, regardless of the fact that the roads have been dedicated to the public.

(3) Drainage Areas and Detention Basins. The storm drainage plan for the Condominium consist of above-ground surface drainage and underground collection lines with on-site detention as shown on the Condominium Subdivision Plan. The Association is responsible for all maintenance associated with the General Common Element above-ground surface drainage areas and underground collection lines as may be necessary to ensure proper drainage. The Community Association is responsible for maintaining the detention basins even though they may be located in this Condominium.

(4) Unauthorized Repair. The Association shall not be obligated to reimburse any Co-owner for repairs made or contracted for by the Co-owner. Unless otherwise determined by the Board of Directors, the Association shall only be responsible for payments to contractors for work authorized by the Board of Directors or by a management company hired by the Association.

C. Unusual Expenses. Any other unusual common expenses benefiting less than all Units, or any expenses incurred as a result of the conduct of less than all of those entitled to occupy

the Condominium, or by their licensees or invitees, shall be specifically assessed against the Unit or Units involved in accordance with Section 69 of the Condominium Act.

ARTICLE V USE OF UNITS AND COMMON ELEMENTS

No Co-owner shall use their Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium, the Condominium Documents, zoning and other ordinances and codes of the City of Novi, State and Federal laws and regulations, or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of their Unit or the Common Elements.

ARTICLE VI UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Unit Description. The Condominium consists of 266 Units, numbered 1 through 266. Each Unit is described in this Section with reference to the Condominium Subdivision Plan of Island Lake Orchards as prepared by Seiber, Keast & Associates, Inc. Each Unit consists of the space located within Unit boundaries as shown on the Condominium Subdivision Plan and delineated with heavy outlines. The plans and specifications for the Condominium are on file with the City of Novi.

Section 2. Calculation of Percentage of Value. The percentage of value assigned to each Unit is determinative of the proportionate share of each Co-owner in the common proceeds and common expenses of administration (subject to the assignment of costs and expenses as reflected in Article IV of this Amended and Restated Master Deed and Article II of the Amended and Restated Bylaws) and the value of such Co-owner's vote at meetings of the Association and the undivided interests of the Co-owner in the Common Elements. The total percentage value of the Condominium is one hundred percent (100%). The percentages of value are equal. The determination that percentages of value are equal was made after reviewing the comparative characteristics of each Unit and concluding that there were no material differences.

ARTICLE VII EASEMENTS

Section 1. Easements for Encroachment and Utilities. If any improvements serving a Unit encroach upon a Common Element, a valid easement for the encroachment shall exist so long as the encroachment exists, except to the extent limited by Section 40 of the Condominium Act. There are easements to, through and over the entire Condominium, including all of the land, for the continuing maintenance, repair and replacement of all utilities in the Condominium.

Section 2. Association's Right to Grant Easements. The Board of Directors may grant easements and licenses over or through any portion of any General Common Elements for utility, roadway, construction, safety purposes, or for any other purpose as may be beneficial to the Condominium.

Section 3. Association's Right to Act upon Special Assessment Proceedings. Upon approval by the affirmative vote of not less than 51% of all Co-owners, 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 public roads within or adjacent to the Condominium or for any other lawful purpose including, without limitation, the installation or extension of sanitary sewer lines and related facilities. In the event that a special assessment district is established as provided in this Section, the collective costs assessable shall be borne equally by all Co-owners.

Section 4. Association and Utility Company Easements. The Association and all public or private utilities shall have easements over, under, across and through the Condominium, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep 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. It is a matter of concern that a Co-owner may fail to properly maintain their Unit, the Residence exterior, or Common Elements for which the Co-owner is responsible in a proper manner and in accordance with the standards set forth in the Condominium Documents. Therefore, if a Co-owner fails to properly and adequately maintain, decorate, repair, replace or otherwise keep in good condition and repair their Unit, the Residence exterior, or any improvements, landscaping or appurtenances located within the Unit, or any Common Elements for which the Co-owner is responsible, the Association shall have the right (but not the obligation) and all necessary easements, to take whatever actions it deems desirable to so maintain, decorate, repair or replace the Unit, the Residence exterior, their appurtenances or any of the Common Elements for which the Co-owner is responsible, all at the expense of the Co-owner of the Unit. The Association shall not be liable to the Co-owner of any Unit or any other person in trespass or in any other form of action for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents that grant easements, rights of entry or other means of access. Failure of the Association to take any action shall not be deemed a waiver of the Association's right to take any action at a future time. All costs incurred by the Association in performing any Co-owner responsibilities as set forth in this Section shall be assessed against the Co-owner in accordance with Article II of the Amended and Restated Bylaws and shall be immediately due and payable. Further, the lien for nonpayment shall attach as in all cases of regular assessments, and the assessments may be enforced using all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

Section 5. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors, shall have the power to make or cause to be made such installations and/or 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, broadband cable, satellite dish, earth antenna and similar services (collectively, "Telecommunications") to the Condominium or any Unit. 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 the same or sharing periodic subscriber service fees, are receipts of administration of the Condominium within the meaning of the Condominium Act and shall be paid over to and be the property of the Association.

Section 6. Emergency and Public Service Vehicle Access Easements. 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 or emergency vehicles for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, school transportation (both public and private), and other lawful governmental or private emergency services to the Condominium and Co-owners. 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.

Section 7. Onsite Drainage Areas, Retention Basins and Drainage and Retention Easement. The storm water drainage plan for the Condominium provides for above ground surface drainage into detention basins as designated on the Condominium Subdivision Plan. All of these areas are designated as a "Drainage and Detention Easement." No filling, dredging, excavating, disruption of natural vegetation or depositing of any material, including structures, within the Drainage and Detention Easement is permitted. The Association and its agents shall have a perpetual, non-exclusive easement to enter upon the Units and Common Elements for the purpose of maintaining, repairing and replacing drainage areas and detention basins to ensure uninterrupted storm water drainage. The storm water detention basins and related storm water drainage facilities installed within the Condominium are also subject to a permanent non-exclusive easement for the drainage of storm water from the adjacent areas located within the Island Lake of Novi Community, including Island Lake Shores South. No Co-owner is permitted to make any improvements within the detention basins or the drainage areas or to take any action to interfere with the storm water drainage or the Association's right of access to these drainage areas for maintenance and repair purposes.

The Association and the Community Association have the authority and responsibility to operate, maintain, manage and improve the areas within the Drainage and Detention Easement, including all landscaping within such areas, and to preserve and maintain all drainage, detention and retention facilities so as to ensure that the same continue to function as intended, and to preserve and maintain all water courses within the Drainage and Detention Easement. The Association and, with respect to detention and retention ponds, the Community Association, shall establish a regular and systematic program of maintenance for drainage, detention and retention facilities to ensure that the physical condition and the intended function of such areas and facilities shall be perpetually preserved and maintained. In the event that the Association or the Community Association fails to provide adequate maintenance, repair or replacement of the Drainage and Detention Easement and the drainage and retention facilities constructed or located within the Drainage and Detention Easement, the City of Novi may serve written notice of such failure upon whichever of the Association or Community Association that has failed to perform its obligations

and demand in such notice that the deficiencies be cured within a reasonable time period stated in the notice. If the deficiencies are not cured within the stated time, the City of Novi may undertake such maintenance, repair or replacement and the costs associated to such maintenance, repair or replacement plus an administrative fee of up to 25% of the costs may be assessed on a pro-rata basis against the Co-owners and collected as a special assessment on the next annual City of Novi tax roll; provided, that any such amount charged for the maintenance of detention or retention ponds shall be levied and collected against all owners within the Lake of Novi Community.

Section 8. Residential Unit Development. The Condominium was developed in accordance with the Harvest Lake of Novi Residential Unit Development Agreement (the "RUD Agreement") recorded in Liber 18279, Pages 716 et seq., Oakland County Records. The Condominium must be maintained in accordance with the terms and conditions of the RUD Agreement, as amended. All Co-owners and persons occupying Units must comply with the RUD Agreement.

Section 9. Island Lake of Novi Community Association Declaration of Covenants, Conditions and Restrictions. The Developer recorded a certain Island Lake of Novi Community Association Declaration of Covenants and Restrictions (as amended, the "Community Association Declaration") to provide for the operation and management of the common facilities constructed as part of the "Island Lake of Novi Community". The Condominium must be maintained in accordance with the Community Association Declaration, as amended, and all Co-owners and persons occupying Units within the Condominium must comply with the Community Association Declaration. The facilities that the Community Association maintains include the conservation easements and the detention and retention ponds located within the Island Lake of Novi Community, the recreational facilities including, without limitation, a marina, and the main entranceway facilities including, without limitation, the signage and fountains installed adjacent to Island Lake Drive and Glenwood Drive near Wixom Road. The Community Association has an easement over Condominium to the extent required or beneficial for the performance of its obligations under the Community Association Declaration. The members of the Community Association include this Association and the other associations established within the Island Lake of Novi Community or the individual Co-owners and the owners of condominium units established within that larger development. Co-owners are required to pay amounts assessed by the Community Association to fund the operation, maintenance, repair and replacement of the common facilities constructed within the Island Lake of Novi Community, including the recreational facilities. Such assessments may be charged and collected directly by the Community Association or through the Association and the other associations established within the Island Lake of Novi Community.

Section 10. Conservation Easement. In accordance with RUD Agreement, portions of the Condominium are subject to conservation easements that protect the functions and values of existing wetlands, woodlands and mitigation areas. In general, the terms of the Conservation Easements require that there be no disturbance of the wetlands, woodlands, vegetation or mitigation areas identified in the conservation easements including, without limitation, the depositing of fill materials, dredging, removing soil or minerals, plowing, tilling, cultivating, gardening or otherwise constructing, operating or maintaining any use or development, or draining water from any part of the wetlands, the 25-foot buffer area around the wetlands, the woodlands

or the mitigation areas. The areas subject to preservation pursuant to the conservation easements are depicted upon the Condominium Subdivision Plan.

Section 11. Remedies Reserved to the City. If the Community Association or any association established to administer the common affairs of a condominium 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, then the City of Novi has the right to serve written notice of the failure on the Community Association or the appropriate association, including the Association. 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 or such other board, body or official as may be identified for such purpose by the City Council. The date of such hearing shall be within fourteen (14) days of the date of the written notice. If the Community Association or association that has been served with notice fails to cure the deficiency described in the notice within the cure period identified in the notice or any extension, 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 pro-rata basis, to the unit 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 pro-rata share of the reimbursement amount on the City tax rolls against each condominium unit in the condominium 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 shall be paid by the defaulting association, and such amount shall also constitute a lien on a pro-rata basis as to all of the condominium units included in the development or developments managed by the defaulting association. The rights and remedies set forth in this Section may be exercised by the City against the Association and the Co-owners in the event that the Association fails to properly perform its maintenance and repair obligations as set forth in this Amended and Restated Master Deed. The common areas and amenities subject to the remedies provided in this Section include any and all roads, sidewalks, walkways, safety paths and pedestrian walkways located within and comprising general common elements of a condominium project, including the Condominium, and or such areas as may be assigned to or conveyed to the Community Association.

Section 12. Flood Plain Area. As shown on the Condominium Subdivision Plan, a portion of the Condominium is within the 100-year flood plain that borders the Novi-Lyon Drain, which traverses the easternmost part of the Condominium before crossing under Drakes Bay Drive and entering into Island Lake. The Oakland County Drain Commissioner retains an easement for the maintenance, cleaning and repair of the Novi-Lyon Drain as referenced on the Survey Plan included as Sheet 3 of the Condominium Subdivision Plan. The 100-year flood elevation within the Condominium as shown on Sheet 25 of the Condominium Subdivision Plan ranges from 956.86 feet N.G.V.D. near Ten Mile Road to 951.86 feet N.G.V.D. near Drakes Bay Drive. No construction activity or disturbance of the area within the flood plain or the drain easement area

can take place in the absence of such permits as may be required from the Michigan Department of Environmental Quality, the City of Novi or the Oakland County Drain Commission.

Section 13. Novi-Lyon Drain. The portion of the Condominium traversed by the easement for the Novi-Lyon Drain as shown on Sheets 3, 21 and 22 of the Condominium Subdivision Plan is subject to a perpetual and permanent easement in favor of the Oakland County Drain Commissioner and the Novi-Lyon Drain Drainage District (collectively referred to in this provision as “Grantee”) and the Grantee’s successors, assigns and transferees, in over, under and through the Condominium within the easement boundaries shown on Sheets 3, 21 and 22 of the Condominium Subdivision Plan, which easement may not be amended or revoked except with the written approval of Grantee, and which contains the following terms and conditions and grants of rights:

A. The easement is for the purpose of developing, establishing, constructing, repairing, maintaining, deepening, cleaning, widening and performing any associated construction activities and grading in connection with any type of drainage facilities, storm drains, or related appurtenances, in any size, form, shape or capacity.

B. Grantee has the right to sell, assign, transfer or convey the easement to any other governmental agency.

C. Neither the Association nor any Co-owner may build or convey any permission to build any permanent structures within the easement; provided that the City of Novi shall have the right to maintain the road known as “Drakes Bay Drive” over and across the easement area in accordance with any all required permits, including, without limiting the same, permits from the Oakland County Drain Commissioner.

D. Neither the Association nor any Co-owner may build or place on the area within the easement any type of structure, fixture or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either actually or threaten to impair, obstruct, or adversely affect the rights of Grantee under the easement.

E. Grantee and its agents, contractors and designated representatives have the right of entry on, and to gain access to, the land included within the boundaries of the easement.

F. All Co-owners release Grantee and its successors, assigns and transferees from any and all claims to damages in any way arising from or incident to the construction and maintenance of the drain or otherwise arising from or incident to the exercise by Grantee of its rights under the said easement and all Co-owners covenant not to sue Grantee for any such damages.

The rights granted to the Grantee and Grantee’s successors and assigns may not be amended without the express written consent of the Grantee. Any purported amendment or modification of the rights granted in this provision are void and without legal effect unless agreed to in writing by the Grantee or its successor or assign.

ARTICLE VIII AMENDMENTS

This Amended and Restated Master Deed, the Amended and Restated Bylaws and the Condominium Subdivision Plan may be amended as provided in the Condominium Act and in the following manner, and shall be effective upon recordation with the Oakland County Register of Deeds:

Section 1. Association Amendments. The Association acting through its Board of Directors may make and record amendments to this Amended and Restated Master Deed, the Amended and Restated Bylaws or the Condominium Subdivision Plan without the consent of Co-owners or mortgagees if the amendment does not materially alter or change the rights of a Co-owner or mortgagee.

Section 2. Co-owner Approval. Except as otherwise provided in this Amended and Restated Master Deed and subject to Sections 3 and 4 below, the Association may make and record amendments to this Amended and Restated Master Deed, the Amended and Restated Bylaws or the Condominium Subdivision Plan upon the affirmative vote of two-thirds (2/3^{rds}) of the Co-owners in good standing as of the date for such vote, which shall be the date that the acceptance of votes ends unless otherwise established by the Board of Directors.

Section 3. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees (as defined in Section 90a(9) of the Condominium Act), the amendment shall require the consent of not less than two-thirds (2/3^{rds}) of all first mortgagees of record in accordance Section 90 of the Condominium Act. A mortgagee shall have one vote for each mortgage held. Mortgagee approval shall be solicited in accordance with Section 90a of the Condominium Act.

Section 4. Modification of Units, Common Elements and Percentage of Value. Notwithstanding any other provision of this Article, the method or formula used to determine the percentages of value of Units, as described in Article VI of this Amended and Restated Master Deed, may not be modified without the consent of each affected Co-owner and mortgagee, except as permitted by the Condominium Act, as amended. A Co-owner's Unit dimensions may not be modified without the Co-owner's consent. The Condominium may be terminated only in accordance with Section 51 of the Condominium Act. Common Elements can be assigned and reassigned only in accordance with Section 39 of the Condominium Act. Units may be subdivided and consolidated, and boundaries relocated, as provided in Sections 47 and 48 of the Condominium Act; provided that any subdivision must first be approved by the City of Novi.

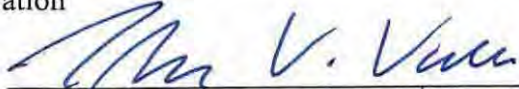
Section 5. Amendments for Secondary Mortgage Market Purposes. The Association may amend this Amended and Restated Master Deed or the Amended and Restated Bylaws to facilitate mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development, Michigan State Housing Development Authority or by any other institutional participant in the secondary mortgage market

which purchases or insures mortgages. The foregoing amendments may be made without the consent of Co-owners or mortgagees.

[SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE]

The Association has caused this Amended and Restated Master Deed to be executed the day and year first above written

Island Lake Orchards Association, a Michigan Nonprofit Corporation

By: 
Name: THOMAS V. VALADE
Title: President

STATE OF MICHIGAN)

) SS:

COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 29 day of October, 2019 by Thomas V Valade, the President of Island Lake Orchards Association, a Michigan Nonprofit Corporation, on behalf of the Corporation.

, Notary Public

DONALD G VLIET
Notary Public, State of Michigan
County of Washtenaw
My Commission Expires 12-09-2021
Acting in the County of Wayne

WASHTENAW County, Michigan
Acting in WAYNE County, Michigan
My Commission Expires:

Document drafted by and when recorded return to:
Stephen M. Guerra, Esq.
Makower Abbate Guerra Wegner Vollmer PLLC
30140 Orchard Lake Rd.
Farmington Hills, MI 48334

CERTIFICATION

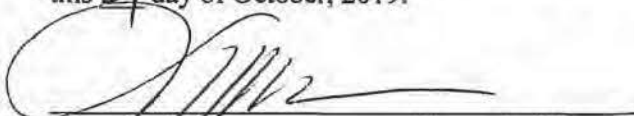
STATE OF MICHIGAN)
) SS
COUNTY OF Oakland)

I, Lora Wright, being first duly sworn, depose and state as follows:

1. I am the managing agent for Island Lake Orchards Association, the corporation named in and which executed the Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of Island Lake Orchards.
2. The Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of Island Lake Orchards were submitted to all Co-owners of Units in Island Lake Orchards for the purpose of voting on such documents. The Co-owners approved the documents by a vote of more than two-thirds of all Co-owners entitled to vote.
3. The records of the Co-owner consents are maintained at the offices of Island Lake Orchards Association.


Lora Wright

Acknowledged, subscribed and sworn to before me
this 24 day of October, 2019.



Notary Public
County, Michigan

Acting in _____ County

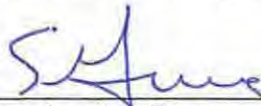
My Commission Expires:
DEVONA M. ROLLINS
Notary Public, State of Michigan
County of Oakland
My Commission Expires 03/20/2021

CERTIFICATION

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)


I, Stephen M. Guerra, being first duly sworn, depose and state as follows:

1. I am the attorney for Island Lake Orchards Association, the Corporation named in and which executed the attached Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of Island Lake Orchards.
2. I sent a copy of the attached Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of Island Lake Orchards and the ballot and notice required under Section 90A of the Michigan Condominium Act to all mortgagees of record of those Units qualified to vote, as listed in the records of the Oakland County Register of Deeds for the purpose of obtaining approval of said mortgagees to the Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of Island Lake Orchards.
3. Two-thirds (2/3^{rds}) of said mortgages have consented to the attached Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of Island Lake Orchards in accordance with the provisions of Section 90A of the Michigan Condominium Act. Said consents will be maintained for a period of two years in Island Lake Orchards Association records located in my office at 30140 Orchard Lake Rd., Farmington Hills, MI 48334.



 Stephen M. Guerra

Acknowledged, subscribed and sworn to before me this 29th day of October, 2019.



 Tetyanna Begereski Notary Public
 Oakland County, Michigan
 Acting in Oakland County
 My Commission Expires: 10/19/2020

**AMENDED AND RESTATED BYLAWS
ISLAND LAKE ORCHARDS**

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EXHIBIT A

AMENDED AND RESTATED BYLAWS ISLAND LAKE ORCHARDS

ARTICLE I ASSOCIATION OF CO-OWNERS

Section 1. The Association. Island Lake Orchards, a residential Condominium located in the City of Novi, Oakland County, Michigan, shall be administered by Island Lake Orchards Association (the "Association"). The Association is a nonprofit corporation that has been organized under the applicable laws of the State of Michigan. The Association is responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium, subject to and in accordance with the Amended and Restated Master Deed, these Amended and Restated Bylaws, the Articles of Incorporation, the Association's rules and regulations (sometimes collectively referred to as the "Condominium Documents"), and the laws of the State of Michigan. All Co-owners and all persons using or entering upon the Condominium or acquiring any interest in any Unit or the Common Elements are subject to the provisions and terms set forth in the Condominium Documents.

Section 2. Purpose of Bylaws. These Bylaws are designated as both the Condominium Bylaws, relating to the way the Condominium and the common affairs of the Co-owners shall be administered, as required by the Condominium Act, and the Association or Corporate Bylaws, governing the Association's operation as a corporate entity, as required by the Michigan Nonprofit Corporation Act.

ARTICLE II ASSESSMENTS

Section 1. Taxes and Assessments; Expenses of Administration. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based on such tangible personal property are expenses of administration. Special assessments levied by the government and real property taxes shall be assessed against the individual Units and not on the Common Elements or any other part of the Condominium. Special assessments levied by the government and real property taxes in any year in which the property existed as an established Condominium on the tax day shall be assessed against the individual Unit, notwithstanding any subsequent vacation of the Condominium. The government's levying of all property taxes and special assessments shall comply with Section 131 of the Condominium Act.

Section 2. Expenses and Receipts of Administration. All costs incurred by the Association in satisfaction of any liability arising within, caused by or in connection with the Common Elements or the administration of the Condominium shall be expenses of administration, and all sums received as proceeds of, or pursuant to, any policy of insurance carried by the Association securing the interests of the Co-owners against liabilities or losses arising within, caused by or connected with the Common Elements or the administration of the Condominium shall be receipts of administration, within the

meaning of Section 54(4) of the Condominium Act, except as modified by the specific assignment of responsibilities for costs contained in Article IV of the Amended and Restated Master Deed.

Section 3. Determination of Assessment. Assessments shall be determined in accordance with the following provisions:

A. Annual Budget. The Board of Directors shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year that may be required for the proper operation, management and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves. Any adopted budget shall include an allocation to a reserve fund for repairs and replacement of those Common Elements that must be replaced on a periodic basis, in accordance with subsection D below. Upon the Board of Director's adoption of an annual budget, copies of the budget shall be delivered to each Co-owner and the assessment for the year shall be established based upon that budget, although the failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Co-owner's obligation to pay the allocable share of the common expenses whenever the same shall be determined. In the absence of any annual budget or adjusted budget each Co-owner shall continue to pay each installment at the rate established for the previous fiscal year until notified of any change in the installment payment which shall not be due until at least ten (10) days after such new annual or adjusted budget is adopted. Co-owners shall have a ten (10) day grace period commencing with notice from the Board of Directors in which to submit their new or adjusted assessment payment.

B. Additional Assessments. The Board of Directors has the authority to increase the general assessment or to levy additional assessments as it deems necessary, provided that the same are only for the following: (i) to meet deficits incurred or anticipated because current assessments are insufficient to pay the costs of operation and maintenance; (ii) to provide repairs or replacements of existing Common Elements; (iii) to provide additions to the Common Elements at a total annual cost not exceeding 2% of the Association's annual operating budget; or (iv) for any emergencies. The authority to levy assessments under this subsection is solely for the Association's benefit and is not enforceable by any Association creditors or the Co-owners except that the Association may voluntarily and conditionally assign the right to levy assessments to any lender relating to any voluntary loan transaction that the Association enters into.

C. Special Assessments. Special assessments, in addition to those described in subsections A and B above, may be made by the Board of Directors from time to time if approved by the Co-owners as provided in this subsection, to meet other Association requirements, including, but not limited to: (i) assessments to purchase a Unit upon foreclosure of the lien for assessments described hereafter; (ii) assessments to provide additions to the Common Elements at a total cost exceeding 2% of the Association's annual operating budget; or (iii) assessments for any other appropriate purpose not elsewhere described. Special Assessments as provided for by this subsection shall not be levied without the prior approval of more than 60% of all Co-owners in good standing. The authority to levy assessments under this subsection is solely for the Association's benefit and is not enforceable by any Association creditors or the Co-owners except that the Association may voluntarily and conditionally

assign the right to levy assessments to any lender relating to any voluntary loan transaction that the Association enters into.

D. Reserve Fund. The Board of Directors shall maintain a reserve fund for major repairs and replacements of Common Elements and emergency expenditures. The reserve fund shall be in the amount of not less than ten percent (10%) of the Association's annual budget (excluding that portion of the budget allocated to the reserve fund itself). At least two (2) Directors must sign any checks or provide written authorization before any funds may be drawn from the reserve fund account. The Association may increase or decrease the reserve fund but may not reduce it below ten percent (10%) of the Association's annual budget. The reserve must be funded at least annually from the proceeds of the regular assessments set forth in subsection A of this Section; however, the reserve may be supplemented by additional assessments if determined necessary by the Board of Directors. The minimum standard required by this subsection may prove to be inadequate. The Board of Directors shall annually consider the needs of the Condominium to determine if a greater amount should be set aside in reserve or if additional reserve funds should be established for any other purposes. The Board may adopt rules and regulations as it deems desirable from time to time with respect to type and manner of investment, funding of the reserves, disposition of reserves or any other matter concerning the reserve account(s). A Co-owner selling a Unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve account or other Association asset.

E. Assessments by Community Association. The assessments described in this Section may include assessments imposed by the Community Association in the event that the Community Association assessments are collected by and paid through the Association.

Section 4. Payment of Assessments and Penalty for Default. All assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners equally. Annual assessments shall be payable by Co-owners in four (4) quarterly installments or in such installments as may be provided by the Board in its sole discretion, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. Additional and Special Assessments shall be payable as stated in the notice announcing their levy. The payment of an assessment shall be in default if such assessment, or any part of the assessment, is not paid to the Association in full on or before the due date for such payment, which shall be the first (1st) day of each fiscal quarter or such other date that the Board may establish from time to time for any assessment. Assessments in default shall bear interest at the highest rate allowed by law (currently 7%) until paid in full. In addition, all assessments, or installments of assessments, that remain unpaid 10 days after the due date, shall incur a uniform late charge of \$50.00 per month, to compensate the Association for administrative costs incurred because of the delinquency. The Board of Directors may revise the amount and frequency of uniform late charges from time to time, and may levy additional late fees for special and additional assessments, pursuant to Article VI, Section 10 of these Bylaws, without the necessity of amending these Bylaws. Once there is a delinquency in the payment of any installment of the annual assessments lasting for more than two months, the Board of Directors may accelerate the remaining unpaid installments of the annual assessment for that fiscal year so that such unpaid installments are immediately due and payable. Each Co-owner (whether one or more persons) shall be personally liable for the payment of all assessments (including late fees and costs of collection and enforcement of payment, including actual attorneys' fees) levied against their Unit while such Co-owner has an ownership interest in the Unit. Payments on installments of assessments in default shall

be applied as follows: first, to costs of collection and enforcement of payment, including attorney's fees; second, to any interest charges, fines and late fees on such installments; and third, to installments in default in order of their due dates.

Section 5. Waiver of Use or Abandonment of Unit. Co-owners shall not be exempt from liability for their contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of their Unit.

Section 6. Enforcement.

A. **Statutory Lien.** Sums assessed to a Co-owner that are unpaid, together with interest on such sums, collection and late charges, advances made by the Association for taxes or other liens to protect its lien, attorneys' fees and fines (as allowed by the Condominium Documents or the Condominium Act), constitute a lien upon the Unit or Units owned by the Co-owner at the time of the assessment before other liens except tax liens on the Unit in favor of any state or federal taxing authority and sums unpaid on the first mortgage of record, except that past due assessments which are evidenced by a recorded notice of lien have priority over a mortgage recorded subsequent to the recording of the notice and affidavit of lien. The lien upon each Unit owned by the Co-owner shall be in the amount assessed against the Unit, plus a proportionate share of the total of all other unpaid assessments attributable to Units no longer owned by the Co-owner but which became due while the Co-owner had title to the Units. The lien may be foreclosed by judicial action or by advertisement in the name of the Condominium on behalf of the other Co-owners as provided below.

B. **Remedies.** The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments, or both. A Co-owner may not withhold or escrow assessments, and may not assert in an answer, or set-off to a complaint brought by the Association for nonpayment of assessments, the fact that the Association or its agents have not provided services or management to a Co-owner. Except as provided in Article X, Section 1, a Co-owner in default shall not be qualified to run for or function as an Association officer or Director, shall not be entitled to vote so long as such default continues, and shall not be entitled to utilize any of the General Common Elements; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from their Unit. The Association may also discontinue the furnishing of any services to a Co-owner in default. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner or any persons claiming under them, and if the Unit is not occupied by the Co-owner, to lease the Unit and collect and apply the rents received. The Association may also assess fines for late payment or nonpayment of assessments in accordance with the provisions of Article XVI of these Bylaws. All remedies shall be cumulative and not alternative.

C. **Foreclosure of Lien.** Each Co-owner, and every other person who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments, costs and expenses, either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, and the provisions of Section 108 of the Condominium Act, as the same may be amended from time to time, are incorporated by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligation of the

parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Condominium, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit (and improvements) with respect to which assessments are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner acknowledges that at the time of acquiring title to such Unit they were notified of the provisions of this Section 6 and that they voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

D. Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a foreclosure by advertisement action shall be commenced until the expiration of ten (10) days after mailing by first class mail, postage prepaid, addressed to the delinquent Co-owner at their last known address, of a written notice that one or more installments of the annual, additional or special assessment, as the case may be, levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies under this Article II if the default is not cured within ten (10) days after the date of mailing. The written notice shall set forth (i) the statutory and other authority for the lien, (ii) the amount outstanding (exclusive of interest, costs, attorneys' fees and future assessments), (iii) the legal description of the subject Unit, and (iv) the name of the Co-owner of record. The notice shall be recorded in the Oakland County Register of Deeds, but it need not have been recorded as of the date of mailing to the delinquent Co-owner. If the delinquency is not cured within the ten (10) day period, the Association may take any remedial action as may be available to it under the Condominium Documents or Michigan law.

E. Expenses of Collection. All expenses incurred in collecting unpaid assessments, including interests, fines, costs, actual attorneys' fees (not limited to statutory fees and including attorneys' fees and costs incurred incidental to any bankruptcy proceedings filed by the delinquent Co-owner or probate or estate matters, including monitoring any payments made by the bankruptcy trustee or the probate court or estate to pay any delinquency, and/or attorneys' fees and costs incurred incidental to any State or Federal Court proceeding filed by the Co-owner) and advances for taxes or other liens or costs paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on their Unit.

Section 7. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering a Unit, or such first mortgage holder's successors and assigns, that obtains title to the Unit pursuant to the foreclosure remedies provided in the mortgage, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which become due prior to the acquisition of title to the Unit (the date of the foreclosure sale) by such person or entity, except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit, and except for claims evidenced by a Notice of Lien recorded prior to the recording of the first mortgage.

Section 8. Assessment Status upon Sale of Unit. Upon the sale or conveyance of a Unit, any unpaid assessments, interest, late fees, fines, costs and attorneys' fees against the Unit shall be paid out of the net proceeds of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except (a) amounts due the State of Michigan or any subdivision of the State

for taxes or special assessments due and unpaid and (b) payments due under first mortgages having priority to the unpaid assessments. A purchaser or grantee of a Unit is entitled to a written statement from the Association setting forth the amount of unpaid assessments, interest, late fees, fines, costs and attorneys' fees outstanding against the Unit and the purchaser is not liable for any unpaid assessments, interest, late fees, fines, costs and attorneys' fees in excess of the amount set forth in such written statement, nor shall the Unit be subject to any lien for any amounts in excess of the amount set forth in the written statement. Any purchaser or grantee who fails to request a written statement from the Association at least five (5) days before the conveyance shall be liable for any unpaid assessments against the Unit together with interest, late fees, fines, costs and attorneys' fees incurred in connection with the collection of such assessments.

Section 9. Construction Liens. Construction liens attaching to any portion of the Condominium are subject to the following limitations and Section 132 of the Condominium Act:

A. Except as otherwise provided, a construction lien for work performed upon a Unit may attach only to the Unit upon which the work was performed.

B. A construction lien for work authorized by the Association may attach to each Unit only to the proportionate extent that the Co-owner of the Unit is required to contribute to the expenses of administration as provided by the Condominium Documents.

C. A construction lien may not arise or attach to a Unit for work performed on the Common Elements not contracted for by the Association.

ARTICLE III ARBITRATION

Section 1. Arbitration. Disputes, claims, or grievances arising out of or relating to the interpretation or application of the Condominium Documents or arising out of disputes among or between Co-owners shall, upon the written consent of the parties to the disputes, claims or grievances and written notice to the Association, be submitted to arbitration. The parties to the arbitration shall accept the arbitrator's decision as final and binding. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time are applicable to any arbitration.

Section 2. Right to Judicial Action. In the absence of the election and written consent of the parties pursuant to Section 1 above, neither a Co-owner nor the Association is precluded from petitioning the courts to resolve any disputes, claims or grievances.

Section 3. Effect of Election to Arbitrate. Election by the parties to submit any dispute, claim or grievance to arbitration precludes the parties from litigating the dispute, claim or grievance in the courts.

Section 4. Mediation. Regardless of the other remedies available under these Bylaws or the Condominium Act, the parties to any dispute may agree to mediate any disputes. In instances involving a dispute between two or more Co-owners that has been presented to the Association by the Co-owners, the Association may compel the disputing Co-owners to first mediate the dispute before the Association considers any other action. All compelled mediation shall be conducted by qualified outside mediators

at the expense of the disputing Co-owners. In all other instances, mediation is totally voluntary and upon agreement of the disputing parties.

ARTICLE IV INSURANCE

Section 1. Extent of Coverage; Responsibility for Coverage.

A. Association Responsibilities.

(1) Casualty. The Association shall insure all Common Elements that the Association has responsibility for repairing and replacing under Article IV of the Amended and Restated Master Deed against fire, vandalism, malicious mischief, and other perils covered by a special form cause of loss endorsement, in an amount equal to one hundred percent (100%) of the current replacement cost of the insurable improvements, excluding foundation and excavation costs, as determined annually by the Association's Board of Directors.

(2) Liability, Worker's Compensation, Fidelity Bond, Directors and Officer, and Other Required Coverage. The Association shall also carry (a) liability insurance with coverage in the minimum amount of one million dollars (\$1,000,000.00) for a single occurrence pertinent to the ownership, use, and maintenance of the Common Elements that the Association has responsibility for repairing and replacing under Article IV, Section 2 of the Amended and Restated Master Deed, (b) worker's compensation insurance, if applicable, (c) fidelity bond or equivalent employee dishonesty/crime coverage in the minimum amount of a sum equal to three months aggregate assessments on all Units plus reserve funds on hand, with such fidelity bond or equivalent employee dishonesty/crime insurance covering all Association officers, directors, and employees and all other persons, including any management agent, handling or responsible for any monies received by or payable to the Association (it being understood that if the management agent or others cannot be added to the Association's coverage, they shall be responsible for obtaining the same type and amount of coverage on their own before handling any Association funds), (d) Directors and Officers Liability coverage, and (e) any other insurance as the Board of Directors deems advisable.

(3) Optional Umbrella Insurance. The Association may purchase as an expense of administration an umbrella insurance policy that covers any risk the Association is required to cover but was not covered due to lapse or failure to procure.

(4) Benefited Parties. All such insurance shall be purchased by the Association for the Association's benefit, the Co-owners, and their mortgagees, as their interests may appear.

(5) Insurance Records. All non-sensitive and non-confidential information in the Association's records regarding Common Element insurance coverage shall be made available to all Co-owners and mortgagees upon written request and reasonable notice during normal business hours.

(6) Cost of Insurance. All premiums for insurance purchased by the Association shall be expenses of administration.

(7) Proceeds of Association Insurance Policies. Proceeds of all Association insurance policies shall be received by the Association, held in a separate account and distributed to the Association, the Co-owners and their mortgagees as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium is required as provided in Article V of these Bylaws, the proceeds of any insurance that the Association receives as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

B. Co-owner Responsibilities. Each Co-owner shall be obligated and responsible for insuring their Residence and all other improvements constructed or to be constructed within the perimeter of the Unit and any improvements located outside of the Unit but for which the Co-owner is responsible for repair and replacement against all risk including fire, vandalism, malicious mischief, and other perils, in an amount equal to one hundred percent (100%) of the current replacement cost of the insurable improvements, excluding foundation and excavation costs. There is no responsibility on the part of the Association to insure these improvements. Each Co-owner shall also be obligated to obtain insurance coverage for their personal liability for occurrences within the perimeter of their Unit, and also for any other personal or business insurance coverage that the Co-owner wishes to carry. Each Co-owner shall deliver certificates of insurance to the Association as may be requested from time to time to evidence the continued existence of all insurance required to be maintained by the Co-owner hereunder. If a Co-owner fails to obtain insurance or to provide evidence of the required insurance to the Association, the Association may, but is not required to, obtain the insurance on behalf of the Co-owner and the premiums paid shall constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner that Association assessments may be collected in accordance with Article II of these Amended and Restated Bylaws. Co-owners are strongly advised to consult their insurance advisors to make sure they have all necessary and appropriate coverage required by this Section.

C. Waiver of Subrogation; Cross-Liability Endorsements. The Association and all Co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner contains appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association. The Association's liability insurance shall, where appropriate, contain cross-liability endorsements to cover liability of the Co-owners as a group to another Co-owner.

Section 2. Association as Attorney-in-Fact. Each Co-owner is deemed to appoint the Association as their true and lawful attorney-in-fact to act regarding all matters concerning any insurance carried by the Association. Without limiting the generality of the previous sentence, the Association has full power and authority to purchase and maintain such insurance, to collect and remit premiums, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear, but subject to the Condominium Documents, to execute releases of liability, and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as necessary or convenient to the accomplishment of the foregoing.

Section 3. Indemnification. Each Co-owner shall indemnify and hold harmless the Association for all damages and costs, including attorneys' fees, which the Association may suffer as a result of defending any claim arising out of an occurrence for which the individual Co-owner is required to carry coverage pursuant to this Article, and shall carry insurance to secure this indemnity if so required

by the Association. This Section shall not be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner.

ARTICLE V RECONSTRUCTION OR REPAIR IN CASE OF CASUALTY

Section 1. Co-owner Responsibility for Reconstruction or Repair. If the damaged property is a Unit or any improvements on such Unit, including the Residence, or any improvements for which the Co-owner is assigned repair and replacement responsibility under the Amended and Restated Master Deed, the Co-owner of such Unit alone, subject to the rights of any mortgagee or other person or entity having an interest in such property, shall be responsible for all reconstruction and repair. The Co-owner shall promptly repair and restore their Unit, any improvements on such Unit, including the Residence, and any improvements for which the Co-owner is assigned repair and replacement responsibility under the Amended and Restated Master Deed, in accordance with the Condominium Documents and to a condition substantially equal or comparable to the condition existing prior to damage in a manner satisfactory to the Association and in accordance with the provisions of Article VI of these Amended and Restated Bylaws.

Section 2. Association Responsibility for Reconstruction or Repair. Subject to the responsibility of the individual Co-owners as outlined in Section 1 above, and other provisions of these Bylaws or the Amended and Restated Master Deed applicable to such situations, the Association shall be responsible for the reconstruction and repair of the General Common Elements. Under no circumstances will the Association be responsible for incidental or consequential damages to a Unit, Residence, or any other property that is the responsibility of a Co-owner, or to the contents of any Unit or Residence the personal property of a Co-owner or Unit occupant. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair or reconstruction, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs are insufficient, assessments shall be made against the Co-owners for the costs of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual costs of repair. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

Section 3. Timing. If damage to Common Elements or a Unit adversely affects the appearance of the Condominium or deprives others from utilizing the Common Elements, the party responsible for the repair and reconstruction shall promptly proceed with the repair or replacement of the damaged property.

Section 4. Responsibility for Amounts within Insurance Deductible or Otherwise Uninsured. Notwithstanding any other provision of the Condominium Documents, and except to the extent that a lack of insurance results from a breach of the Association's or other Co-owner's duty to insure, the responsibility for damage to any portion of the Condominium that is within the limits of any applicable insurance deductible, unless waived, and for any other uninsured amount, shall be borne by the responsible Co-owner whenever the damage is the result of a failure to observe or perform any

requirement of the Condominium Documents, or if the damage results from damage to or misuse of any of the Common Elements by the Co-owner, or their family, guests, agents, or invitees, or by casualties and occurrences, whether or not resulting from Co-owner negligence, involving items or Common Elements which are the responsibility of the Co-owner to maintain, repair, or replace.

Section 5. Eminent Domain. Section 133 of the Condominium Act (to the extent not inconsistent with the following) and the following provisions shall control upon any taking by eminent domain:

A. Common Elements Taken by Eminent Domain. If any portion of the Common Elements is taken by eminent domain, the award shall be allowed to the Co-owners in proportion to their respective undivided interests in the Common Elements. The Association, acting through its Board of Directors, may negotiate on behalf of all Co-owners for any taking of the Common Elements and any negotiated settlement approved by more than two-thirds (2/3) of the Co-owners shall be binding on all Co-owners.

B. Unit Taken by Eminent Domain. If a Unit is taken by eminent domain, the undivided interest in the Common Elements applying to the Unit shall apply to the remaining Units, being allocated to them in proportion to their respective undivided interests in the Common Elements. The court shall enter a decree reflecting the reallocation of the undivided interest in the Common Elements as well as for the Unit.

C. Partial Taking of a Unit. If portions of a Unit are taken by eminent domain, the court shall determine the fair market value of the portions of the Unit not taken. The undivided interest of the Unit in the Common Elements shall be reduced in proportion to the diminution in the fair market value of the Unit resulting from the taking. The portions of undivided interest in the Common Elements thereby divested from the Co-owners of the Unit shall be reallocated among the other Units in proportion to their respective undivided interests in the Common Elements. A Unit partially taken shall receive the reallocation in proportion to its undivided interest as reduced by the court under this subsection. The court shall enter a decree reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the Co-owner of the Unit partially taken for that portion of the undivided interest in the Common Elements divested from the Co-owner and not revested in the Co-owner pursuant to the following subsection, as well as for that portion of the Unit taken by eminent domain.

D. Impossibility of Use of Portion of Unit Not Taken by Eminent Domain. If the taking of a portion of a Unit makes it impractical to use the remaining portion of that Unit for a lawful purpose permitted by the Condominium Documents, then the entire undivided interest in the Common Elements applying to that Unit shall apply to the remaining Units, being allocated to them in proportion to their respective undivided interests in the Common Elements. The remaining portion of that Unit shall be a Common Element. The court shall enter an order reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the Co-owner of the Unit for the Co-owner's entire undivided interest in the Common Elements and for the entire Unit.

E. Future Expenses of Administration Applying to Units Taken by Eminent Domain. Votes in the Association and liability for future expenses of administration applying to a Unit taken or partially taken by eminent domain shall apply to the remaining Units, being allocated to them in proportion to

their relative voting strength in the Association. A Unit partially taken shall receive a reallocation as though the voting strength in the Association was reduced in proportion to the reduction in the undivided interests in the Common Elements.

F. Condominium Continuation after the taking by Eminent Domain. If any Unit or the Common Elements or any portion of a Unit or the Common Elements is subject to condemnation or eminent domain proceedings or is otherwise sought to be acquired by a condemning authority, the Association shall promptly notify each institutional holder of a first mortgage lien on any Units.

G. Condemnation or Eminent Domain Proceeding. In the event any Unit, or any portion of a Unit, or the Common Elements, or any portion of the Common Elements, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall promptly notify each institutional holder of a first mortgage lien on any of the Units.

Section 6. Rights of First Mortgagees. Nothing contained in the Condominium Documents shall be construed to give a Co-owner, or any other party, priority over any rights of first mortgagees of Units pursuant to their mortgages in the case of a distribution to Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Units or Common Elements.

Section 7. Notification to Mortgagees and Guarantors. Upon written request submitted to the Association, the Association shall give the holder of any first mortgage and any guarantors of the mortgage covering any Unit timely written notice of any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the mortgage.

ARTICLE VI RESTRICTIONS

Section 1. Use of Unit.

A. Single Family Use. No Unit shall be used for other than single-family residential purposes as defined by City of Novi Zoning Ordinances, and no building may be erected, placed or maintained on any Unit except one (1) detached single family Residence, an attached garage, and related improvements as may be permitted as more fully set forth in this Article. No Co-owner shall carry on any business enterprise or commercial activities anywhere on the Common Elements or within the Units, including without limitation for profit or nonprofit day care, adult foster care, nursing facilities, transitional housing and similar enterprises; provided, however, that Co-owners shall be allowed to have home offices in their Units so long as the same (1) do not involve additional pedestrian or vehicular traffic by customers, users or beneficiaries of the services being performed and/or congestion within the Condominium, (2) do not utilize or involve the presence of any employees within the Unit other than the individual Co-owner(s) and their families, (3) do not disturb other Co-owners, (4) do not involve additional expense to the Association (such as utility charges and insurance), and (5) do not violate any other provision or restriction contained in the Condominium Documents, (6) do not involve the storage of bulk goods for resale, and (7) do not constitute a violation of any ordinances or regulations of the City of Novi.

B. Occupancy Restrictions. The number of persons allowed to occupy or reside in any Unit shall be governed by the restrictions and regulations of the International Property Maintenance Code or other codes or ordinances that may be adopted by the City of Novi from time to time governing occupancy. The restrictions shall automatically change, without the necessity of an amendment to these Bylaws, upon the adoption of alternative regulations by the City of Novi, such that all Unit occupancy shall be in accordance with all City of Novi regulations.

Section 2. Leasing and Rental.

A. Right to Lease.

(1) A Co-owner may only lease a Unit for the same purposes as set forth in Article VI, Section 1, and only if the Co-owner (a) complies with this Section 2, (b) has followed the disclosure procedures contained in subsection B below, and (c) obtained the Board of Director's prior written approval as more fully set forth in this Section 2. No Co-owner shall lease less than an entire Unit, and all leases shall (i) be for an initial term of no less than 12 Months, (ii) require the lessee to comply with the Condominium Documents, and (iii) provide that failure to comply with the Condominium Documents constitutes a default under the lease.

(2) No Co-owner shall accommodate transient tenants or occupants. For purposes of this Section, "transient tenant or occupant" refers to a non-Co-owner occupying a Unit for less than sixty (60) days and who has paid consideration for the occupancy.

(3) The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of Condominium Document provisions. The Association may require the use of a standard lease addendum to ensure compliance with the requirements of this Section.

B. Procedures for Leasing. The leasing of Units shall conform to the following additional provisions:

(1) Disclosure. A Co-owner desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential lessee, and shall at the same time supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. Each Co-owner shall, promptly following the execution of any approved lease of a Unit, forward a true copy of the fully executed lease to the Association. If no lease form is to be used, then the Co-owner shall supply the Association with the name and address of the potential lessee or other occupants, along with the amount and due dates of any rental or compensation payable to the Co-owner, and the term of the proposed occupancy arrangement. Co-owners who do not live in their Unit must keep the Association informed of their current correct address and phone number.

(2) Compliance with Condominium Documents. Tenants or non-Co-owner occupants shall comply with the Condominium Documents.

(3) Default by Tenant or Non-Co-owner Occupant. If the Board determines that a tenant or non-Co-owner occupant failed to comply with the Condominium Documents, the Association shall take the following action:

(a) Notification. The Association shall notify the Co-owner by certified mail advising of the alleged violation.

(b) Time to Cure. The Co-owner has fifteen (15) days after receipt of such notice to investigate and correct the alleged tenant or non-Co-owner occupant breach or advise the Association that a violation has not occurred.

(c) Remedies. If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association an action for eviction against the tenant or non-Co-owner occupant for breach of the Condominium Documents. The relief set forth in this Section may be by summary proceeding, although the Association may pursue relief in any Court having jurisdiction and whether by summary proceeding or otherwise. The Association may hold the tenant, the non-Co-owner occupant and the Co-owner liable for any damages caused by the Co-owner, tenant or non-Co-owner occupants. The Co-owner shall be responsible for reimbursing the Association for all costs incurred because of a tenant's or non-Co-owner occupant's failure to comply with the Condominium Documents, including the pre-litigation costs and actual attorneys' fees incurred in obtaining their compliance with the Condominium Documents.

(4) Notice to Pay Rent Directly to Association. When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to the Co-owner's tenant or non-Co-owner occupant and the tenant or non-Co-owner occupant after receiving the notice shall deduct from their rental payments to the Co-owner the arrearage and future assessments as they fall due and shall pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant or non-Co-owner occupant. If the tenant or non-Co-owner occupant, after being so notified, fails or refuses to remit rent to the Association that is otherwise due the Co-owner, then the Association may (1) prohibit the tenant from utilizing any of the General Common Elements, (2) issue a statutory Notice to Quit for non-payment of rent, and enforce that notice by summary proceedings, and/or (3) initiate proceedings pursuant to Section 112(4)(b) of the Condominium Act.

C. Lender Exception. Notwithstanding anything to the contrary and except for the prohibition on transient tenancies, first mortgage lenders or first mortgagee guarantors in possession of a Unit following a default of a first mortgage, foreclosure, or deed or other arrangement in lieu of foreclosure shall not be subject to the restrictions contained in Section 2A above and which relate to the term of any lease or rental agreement.

D. Department of Veterans Affairs Exception. To the extent that any provision set forth in the Condominium Documents regarding leasing is inconsistent with the requirements of guaranteed or direct loan programs of the United States Department of Veterans Affairs, as set forth in chapter 37 of title 38, United States Code, or part 36 of title 38, Code of Federal Regulations ("DVA Financing"), such provision shall not apply to any Unit that is:

- (1) Encumbered by DVA Financing; or
- (2) Owned by the Department of Veterans Affairs.

E. Rent Loss Insurance Coverage. Those Co-owners that rent their Unit are advised to obtain insurance coverage for reimbursement of rental income that may be lost while the Unit is being repaired, rebuilt or is otherwise not capable of being occupied. The Association shall have no responsibility for obtaining coverage and Co-owners shall have no claim against the Association for lost rental income.

Section 3. Alterations and Modifications; Construction Restrictions.

A. Approvals Required. No Co-owner may commence or make alterations in exterior appearance or make structural modifications to any Unit or items serving or enhancing the Unit including without limitation any Residence or other structures, improvements or landscaping located within the Unit (including color or material used) or make changes in the appearance or use of any of the Common Elements, including but not limited to, exterior painting, replacement of windows or doors, landscaping, or the erection of lights, decks, patios, walls or other exterior attachments or modifications, until plans and specifications acceptable to the Board showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of the structure or improvement, and the grading or landscaping plan of the area to be affected (if applicable), have first been submitted to and approved in writing by the Board, and a copy of the plans and specifications, as finally approved, delivered to the Board. The Board has the right to refuse to approve any plans or specifications, or grading or landscaping plans, that are not suitable or desirable in its opinion for aesthetic or any other reasons, and in passing upon the plans and specifications, grading or landscaping, it has the right to take into consideration the suitability of the proposed structure, improvement or modification, the area upon which it is proposed to be constructed, and the degree of harmony with the entire Condominium. If the Board approves any modification or alteration application, the approval is subject to a recordable, written undertaking by the Co-owner acknowledging that installation, maintenance, repair, replacement and insuring of all the improvements are to be at the Co-owner's sole expense. The Board has the right to require a Co-owner to complete the installation of any approved improvements or modifications by a date certain. Any modifications or alterations that a Co-owner performs pursuant to this Section shall, if applicable, be performed by licensed and insured contractors and in accordance with all applicable governmental regulations and ordinances, including the requirement that proper permits be applied for and issued by appropriate governmental agencies. The purpose of this Section is to ensure the continued maintenance of the Condominium as a beautiful and harmonious residential development.

B. Size of Residences. The minimum area of any Residence shall not be less than the minimum area required under applicable City Ordinances.

C. Exterior Finishes. Exterior finishes of all Residences and other improvements or structures shall be constructed primarily of natural materials.

D. Garages and Driveways. All garages must be attached to the Residence. No garage shall provide space for less than two (2) vehicles. All driveways and approaches must be constructed of concrete.

E. Mailboxes. All mailboxes and mailbox stands must comply with standards approved by the Board and must be properly maintained in good condition.

F. Swimming Pools. No above-ground swimming pools are permitted. Notwithstanding the foregoing, pools that comply with the following requirements shall be considered a "wading" or "children" pool and not an above-ground swimming pool and shall otherwise be permitted so long as they are properly stored within the Residence or its attached garage when not in use: any pool having a retaining wall no higher than eighteen inches (18") from grade to the top edge of the wading pool retainer, covering no more than one hundred twenty-five (125) square feet of ground surface, being a type that can be readily emptied, not requiring filtering equipment.

G. Fences. No fence may be erected or installed on any Unit, except for fences that may be required in connection with the installation of an in-ground swimming pool; provided, that any such fence shall first be approved by the Board prior to installation.

H. Prohibited Structures. Except as otherwise set forth in the Association's rules and regulations or as the Board otherwise approves, no trailer, tents, shacks, sheds, barns or any similar outbuilding or structure, except child play sets, may be located on a Unit.

I. Improvements or Modifications to Facilitate Access to or Movement within a Unit. The provisions contained in subsection A are subject to the applicable Condominium Act provisions governing improvements or modifications if the purpose of the improvement or modification is to facilitate access to or movement within the Unit for persons with disabilities under the circumstances provided for in the Condominium Act at MCL 559.147a, as may be amended from time to time.

J. Installation of Antennas/Satellite Dishes. The installation of antennas, direct broadcast satellites and other technologies regulated by the Federal Communications Commission shall be in accordance with duly promulgated Association rules and regulations, which shall always be construed so as not to violate applicable FCC regulations.

Section 4. Conduct upon the Condominium. No harmful, improper or unlawful activity, including without limitation speeding or other vehicular infractions, shall be engaged in on or upon the Common Elements or any Unit, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners, nor shall any unreasonably noisy activity be carried upon the Common Elements or any Unit. There shall not be maintained any device or thing of any sort whose normal activities or existence is in any way harmful, noisy, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the reasonable enjoyment of other Units. No Co-owner shall do or permit anything to be done or keep or permit to be kept on their Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the Board's written approval and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition. All applicable municipal codes and ordinances must be followed.

Section 5. Animals within the Condominium.

A. Number and Type. No animal except for household pets shall be kept or allowed on the Condominium by any Co-owner. The number of household pets that may be kept or maintained in any Unit must comply with City of Novi Ordinances, as may be amended. The term "animal" or "pet" as used in this section shall not include small animals, fish or birds that are constantly caged or in a tank. Exotic pets (i.e. rare or unusual animals or animals generally thought of as wild and not typically kept as a household pet) are prohibited.

B. Restrictions Applicable to Pets; Responsibilities of Co-owners.

(1) The Board of Directors may require that Co-owners register their pets with the Association before the pet may be maintained on or within the Condominium. The Board may require that any such registration include, among other things, a complete description of the pet, its name, the name and telephone number of the adult person responsible for the pet, and the name, address and telephone number of the veterinarian or veterinary clinic which maintains the pet's health and immunization records, and a current picture.

(2) No animals may be kept or bred for any commercial purpose. Any pets permitted to be kept in the Condominium shall have such care and restraint as not to be obnoxious because of noise, odor or unsanitary conditions.

(3) No animal may be permitted to be housed outside of a Residence, in a pen or otherwise, nor shall pets be tied or restrained outside or be allowed to be loose upon the Condominium. All pets shall be leashed when outdoors with the leash being held and controlled always by a responsible person, or properly restrained via the utilization of an invisible fence, and otherwise in accordance with any City of Novi Ordinances that may apply. Co-owners desiring to utilize an invisible fence must first obtain the Association's written approval, and the Association may require that Co-owners utilizing invisible fences display an indicator or sign designating that such invisible fence is in use.

(4) Each Co-owner shall be responsible for the immediate collection and disposition of all fecal matter deposited by any animal maintained by such Co-owner, anywhere in the Condominium.

(5) No savage or dangerous animal of any type shall be kept and any Co-owner who causes any animal to be brought, maintained or kept on the Condominium for any length of time shall indemnify and hold harmless the Association for any loss, damage or liability, including attorneys' fees and costs, which the Association may sustain because of the presence of such animal on the Condominium, whether such animal is permitted or not. The Association may assess and collect from the responsible Co-owner such losses and damages in the manner provided in Article II of these Amended and Restated Bylaws. No animal that creates noise and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements.

(6) The Association may charge Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II if the Board determines such

assessment necessary to defray the maintenance costs to the Association of accommodating animals within the Condominium.

(7) All animals kept in accordance with this Section shall be licensed by the municipal agency having jurisdiction, and proof of the animal's shots shall be provided to the Association upon request.

C. Association Remedies. The Association may, after notice and hearing and without liability, remove or cause to be removed any animal from the Condominium that the Board determines to be in violation of the restrictions imposed by this Section or by any applicable Association rules and regulations. The Board may also assess fines for any such violations. The Board may adopt such additional reasonable rules and regulations with respect to animals, as it may deem proper.

Section 6. Use of Common Elements and Units. Co-owners and other users of the Condominium shall not use the Common Elements or their Units for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in the Condominium Documents. Trash receptacles shall be maintained in Board-designated areas and shall not be permitted to remain elsewhere on the Condominium except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. Trash shall be stored and handled in accordance with all applicable Association rules and regulations and City of Novi ordinances. In general, no activity shall be carried on nor condition maintained either in their Unit or upon the Common Elements that detracts from or spoils the Condominium appearance. All municipal ordinances pertaining to the use of the Common Elements and Units must be followed. Except as otherwise expressly permitted, the Common Elements shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended.

Section 7. Vehicles upon the Condominium.

A. Permitted Vehicles in General. Except as otherwise provided in this Section or in the Association's Rules and Regulations, only currently licensed automobiles, motorcycles (if not objectionable due to excessive noise or irresponsible operation), non-commercial pickup trucks, SUVs, and passenger vans not exceeding 21 feet in overall length, which are used as an occupant's primary means of transportation and not for any commercial purposes, may be parked in the Condominium. Unless parked fully in a Unit garage with the door closed or except as otherwise provided in this Section, no house trailers, commercial vehicles (as defined in subsection C below), boat trailers, watercraft, boats, motor homes, camping vehicles, camping trailers, trailers, snowmobiles, snowmobile trailers, recreational vehicles, non-motorized vehicles, off-road vehicles or all-terrain vehicles shall be parked or stored in the Condominium.

B. Temporary Presence. The Board of Directors has the discretion to issue rules and regulations that provide for the temporary presence of the above enumerated recreational/leisure vehicles upon the Condominium for purposes such as loading and unloading. The Association shall not be responsible for any damages, costs, or other liability arising from any failure to approve the parking of or to designate a parking area for such vehicles.

C. Commercial Vehicles. Commercial vehicles shall not be parked in or about the Condominium (except as above provided) unless parked in an area specifically designated for such vehicles or trucks by the Board, or while making deliveries or pickups in the normal course of business. For purposes of this Section, commercial vehicles shall include vehicles or trucks with a curb weight of more than 12,000 pounds, overall length in excess of 21 feet, or with more than two axles, vehicles with commercial license plates, vehicles with any commercial markings or advertising appearing on the exterior, vehicles not designed or intended for personal transportation, or any vehicle either modified or equipped with attachments, equipment or implements of a commercial trade, including, but not limited to, ladder or material racks, snow blades, tanks, spreaders, storage bins or containers, vises, commercial towing equipment or similar items. For purposes of this Section, passenger vans, SUVs and pickup trucks, used for primary transportation and not for commercial purposes shall not be considered commercial vehicles provided they do not meet the definition of a commercial vehicle contained in this Section. The Association shall not be responsible for any damages, costs, or other liability arising from any failure to approve the parking of such vehicles or to designate an area for parking such vehicles.

D. Standing Vehicles, Repairs. Nonoperational vehicles or vehicles with expired license plates shall not be parked on the Condominium, other than inside a Co-owner's garage, without the Board's written approval. Nonemergency maintenance or repair of vehicles is not permitted on the Condominium without the Board's written approval.

E. Parking Restrictions. Except as the Board may otherwise approve in writing, occupant vehicles may only be parked in Residence garages or on Unit driveways. No person shall park a vehicle in violation of the Association's rules and regulations.

F. Association Rights. Subject to Section 252k of the Michigan Vehicle Code (MCL §257.252k), the Board may cause vehicles parked or stored in violation of this Section, or of any applicable Association rules and regulations, to be stickered and towed from the Condominium, and the cost of such removal may be assessed to, and collected from, the Co-owner of the Unit responsible for the presence of the vehicle in the manner provided in Article II of these Amended and Restated Bylaws. In such cases, the Co-owner shall be responsible for costs incurred in having a towing company respond, even if the vehicle is moved and properly parked before the towing contractor arrives at the Condominium. The Board of Directors may promulgate reasonable rules and regulations governing the parking and use of vehicles in the Condominium.

Section 8. Prohibition of Dangerous Items upon the Condominium. Except as otherwise set forth in the Association's rules and regulations as are published from time to time or as otherwise approved by the Board in writing, no Co-owner shall use, or permit the use by an occupant, agent, employee, invitee, guest or member of their family, any drones, firearms, air rifles, pellet guns, BB guns, bows and arrows, fireworks, slingshots or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium, nor shall any Co-owner use or permit to be brought onto the Condominium any unusually volatile liquids or materials deemed to be extra hazardous to life, limb, or property.

Section 9. Signs. Except for a U.S. flag no larger than 3' x 5' that is located in a Board-approved area, no flags, notices, advertisements, pennants or signs, including "for sale" and "open

house" signs, shall be displayed which are visible from the exterior of a Unit without the Board's written permission, unless in complete conformance with the Association's rules and regulations.

Section 10. Rules and Regulations Consistent with Condominium Act. The Board may make and amend from time to time reasonable rules and regulations consistent with the Condominium Act, the Amended and Restated Master Deed, and these Bylaws, concerning the use of the Common Elements or the rights and responsibilities of the Co-owners and the Association with respect to the Condominium or the manner of the Association's or Condominium's operation. The Association shall furnish to all Co-owners all regulations and any amendments to the regulations, which shall become effective as stated in the regulation. Any regulation or amendment may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all Co-owners in good standing.

Section 11. Association Access to Units and Common Elements. The Association or its duly authorized agents shall have access to each Unit and any Common Elements from time to time, during reasonable working hours, upon notice to the Co-owner, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and the Common Elements at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. Each Co-owner shall provide the Association means of access to their Unit and any Common Elements during all periods of absence and if the Co-owner fails to provide means of access, the Association may gain access in any manner as may be reasonable under the circumstances, including removing any obstructions or materials that restrict access, and shall not be liable to the Co-owner for any damage to their Unit or any Common Elements caused in gaining access, or for repairing, replacing or reinstalling any removed obstructions or materials in gaining access. No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meters or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation has been approved in accordance with the Condominium Documents, that are damaged in the course of gaining access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

Section 12. Landscaping and Decoration of Units and Common Elements. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials, including but not limited to statuary, bird feeders, exterior lighting, furniture, implements, rocks or boulders, fencing or other decorative items upon their Units, the public right-of-way located between the Unit boundary line and the curb, or the Common Elements unless the same is in total conformance with the Association's rules and regulations on landscaping as are published from time to time or is otherwise approved by the Board in writing. Any Co-owner-installed landscaping shall be the Co-owner's responsibility to maintain unless the Board specifies otherwise in writing. If the Co-owner fails to adequately maintain the landscaping to the Association's satisfaction, the Association has the right to perform the maintenance and assess and collect from the Co-owner the cost in the manner provided in Article II of these Bylaws. The Co-owner shall also be liable for any damages to the Common Elements arising from the performance, planting or continued maintenance of the landscaping.

Section 13. Co-owner Maintenance of Unit and Common Elements.

A. Each Co-owner shall maintain their Unit, Residence and any Common Elements for which they have maintenance responsibility in a safe, clean and sanitary condition.

B. Each Co-owner shall use due care to avoid damaging any of the Common Elements, including, but not limited to, the telephone, water, gas, plumbing, electrical, cable TV or other utility conduits and systems and any other Common Elements in any Unit which serve or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from damage to or misuse of the Co-owner's Unit or any of the Common Elements or any other Unit by them, or their family, guests, agents or invitees, or by casualties and occurrences, whether or not resulting from Co-owner negligence, involving items or Common Elements which are the responsibility of the Co-owner to maintain, repair and replace, unless such damages or costs are covered by primary insurance carried by the Association, in which case there shall be no such responsibility unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount. Any costs or damages to the Association, including actual attorneys' fees, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II of these Amended and Restated Bylaws. Each Co-owner shall indemnify the Association against such damages and costs, including actual attorneys' fees, and all such costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II.

C. Co-owners have the responsibility to report to the Association any Common Element which has been damaged or which is otherwise in need of maintenance, repair or replacement as soon as it is discovered.

Section 14. Fertilizer Use. Co-owners or Unit occupants may not use fertilizers that may, in the Board's estimation, damage any wetlands that may be located within or near the Condominium. The Board may ban fertilizers that may damage any such wetlands. In no event shall any fertilizer or herbicide be applied within the Condominium or within any Unit in violation of such soil testing and fertilizer application procedures as may be established pursuant to any Conservation Easement established and recorded with respect to any part of the Island Lake of Novi Community.

Section 15. Application of Restrictions to the Association. None of the restrictions contained in this Article VI or elsewhere in the Condominium Documents shall apply to the Association's activities in furtherance of its powers and purposes set forth in the Condominium Documents or the Condominium Act.

Section 16. Cost of Enforcing Documents. All costs, damages, fines, expenses or actual attorneys' fees incurred or levied by the Association in enforcing the Condominium Documents against a Co-owner or their licensees or invitees, including without limitation the restrictions set forth in this Article VI, may be assessed to, secured by the statutory lien on the Unit and collected from the responsible Co-owner or Co-owners in the manner provided in Article II of these Amended and Restated Bylaws. This specifically includes actual costs and legal fees incurred by the Association in investigating and seeking legal advice concerning violations, and responding to and defending actions relating to violations in small claims court, or any other court of competent jurisdiction.

Section 17. Approvals Revocable. Any approval granted by the Board is a license. If a Co-owner is not in compliance with the conditions of any Board approval, the Board may revoke the approval upon thirty (30) days written notice.

ARTICLE VII MORTGAGES

Section 1. Notification of Mortgage. Any Co-owner who mortgages their Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit.

Section 2. Notification to Mortgagee of Insurance Company. Upon written request submitted to the Association, the Association shall notify a mortgagee appearing in the Mortgages of Units book of the name of each company insuring the Common Elements against fire and perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 3. Notification to Mortgagee of Meetings. Upon written request submitted to the Association, any institutional holder of a first mortgage lien on any Unit shall be entitled to receive written notification of every Association meeting and to designate a representative to attend such meeting.

Section 4. Notification to Mortgagees and Guarantors. Upon written request submitted to the Association, any institutional holder of any mortgage or any guarantors of the mortgage covering any Unit shall be entitled to receive timely written notice of (i) any proposed action that requires the consent of a specified percentage of mortgagees, whether contained in the Amended and Restated Master Deed or these Bylaws, (ii) any delinquency in the payment of assessments or other charges by a Co-owner that is not cured within sixty (60) days, and (iii) any lapse, cancellation or material modification of any insurance policy maintained by the Association.

ARTICLE VIII MEMBERSHIP AND VOTING

Section 1. Association Membership. Each Co-owner is a member of the Association and no other person or entity is entitled to membership.

Section 2. Voting.

A. Voting Rights. Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Unit owned, provided that the Co-owner is in good standing. Voting shall be by number. In the case of any Unit owned by more than one Co-owner, the voting rights associated with that Unit may be exercised only as a single vote.

B. Evidence of Ownership for Voting Purposes. No Co-owner shall be entitled to vote at any Association meeting until they have presented evidence of ownership of a Unit to the Association by way of a recorded Deed, recorded Land Contract or recorded Memorandum of Land Contract. The

vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in subsection C below or by a proxy given by such individual representative.

C. Designation of Voting Representative. Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at Association meetings and receive all notices and other Association communications on behalf of the Co-owner. The notice shall state the name and address of the individual representative designated, the number or numbers of the Unit or Units owned by the Co-owner, and the name and address of each person that is the Co-owner. The Co-owner shall sign and date the notice. The Co-owner may change the individual representative designated at any time by filing a new notice in the manner provided in this subsection. At any Association meeting or where action is taken without a meeting in accordance with these Amended and Restated Bylaws, the chairperson of the meeting or the Board may waive the filing of the written notice as a prerequisite to voting.

D. Voting Method. Votes may be cast in person, by proxy, in writing duly signed by the designated voting representative, or by any other means allowed by the voting procedures adopted by the Board of Directors for a given vote. The Board of Directors may permit the casting of votes by mail, fax, personal delivery, electronic transmission, or by other Board-approved means. Any proxies, written votes or other votes cast by permitted means must be filed with the Association's Secretary or the Association's management agent at or before the appointed time of the Association meeting or voting deadline if no meeting is held.

E. Majority. Unless otherwise provided, any action that could be authorized at an Association meeting or by written vote shall be authorized by the vote of a simple majority of those Co-owners in good standing.

Section 3. Action without Meeting. Any action that may be taken at an Association meeting (except for electing or removing Directors) may be taken without a meeting by written vote or ballot of the Co-owners. Written votes or ballots shall be solicited in the same manner as provided in these Bylaws for the giving of notice of Association meetings. Such solicitations shall specify: (1) the proposed action; (2) that the Co-owner can vote for or against any such proposed action; (3) the percentage of approvals necessary to approve the action; and (4) the time by which written votes must be received to be counted. Approval by written vote or ballot shall be constituted by receipt, within the time specified in the written vote or ballot, of a number of approvals that equals or exceeds the number of votes that would be required for approval if the action were taken at a meeting.

ARTICLE IX MEETINGS

Section 1. Place of Meetings. Association meetings shall be held at any suitable place convenient to the Co-owners as the Board may designate. Association meetings shall be guided by Roberts Rules of Order or some other generally recognized manual of parliamentary procedure when not otherwise in conflict with the Articles of Incorporation, the Amended and Restated Master Deed or the laws of the State of Michigan. Only Co-owners in good standing may speak at Association meetings or address the Board or Co-owners at any such meetings. Any person in violation of this provision or the rules of order governing the meeting may be removed from such meeting, without any liability to the Association or its Board of Directors.

Section 2. Quorum. The presence in person or by proxy of 15% of the Co-owners in good standing constitutes a quorum for holding an Association meeting. The written vote of any person furnished at or prior to any Association meeting at which meeting such person is not otherwise present in person or by proxy, or by such date as is established for voting in cases where no meeting is held, shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast. Any Co-owner who participates by remote communication in an Association meeting, as provided in Article IX, Section 6 below, shall also be counted in determining the necessary quorum.

Section 3. Annual Meetings. The Association shall hold its annual meeting in the month of April each succeeding year at such date, time and place as the Board of Directors determines. The Board may change the date of the annual meeting in any given year, provided that at least one such meeting is held in each calendar year. At the annual meeting, there shall be elected by ballot or acclamation of the Co-owners a Board of Directors in accordance with the requirements of Article X of these Bylaws. The Co-owners may also transact at annual meetings such other Association business as may properly come before them.

Section 4. Special Meetings. The President shall call a special meeting of the Co-owners as directed by Board resolution. The President shall also call a special meeting upon a petition presented to the Association's Secretary that is signed by one third (1/3rd) of those Co-owners in good standing. Notice of any special meeting shall state the time, place and purpose of such meeting. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. The Secretary or other Board authorized person shall serve each Co-owner a notice of each annual or special meeting, stating the purpose as well as the time and place where it is to be held, at least ten (10) days, but not more than sixty (60) days, prior to the meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association pursuant to Article VIII, Section 2C of these Bylaws or to the address of the Unit owned by the Co-owner shall be deemed notice served. In lieu of the foregoing, the notice may also be given by electronic transmission, or hand delivered to a Unit if the Unit address is designated as the voting representative's address, and/or the Co-owner is a resident of the Unit. Any Co-owner may, by written waiver of notice signed by the Co-owner, waive the notice, and the waiver when filed in the Association's records shall be deemed due notice.

Section 6. Remote Communication Attendance; Remote Communication Meetings. Co-owners may participate in Association meetings by a conference telephone or by other means of remote communication through which all persons participating in the meeting may hear each other, if the Board determines to permit such participation and (a) the means of remote communication permitted are included in the notice of the meeting or (b) if notice is waived or not required. All participants shall be advised of the means of remote communication in use and the names of the participants in the meeting shall be disclosed to all participants. Co-owners participating in a meeting by means of remote communication are considered present in person and may vote at such meeting if all of the following are met: (a) the Association implements reasonable measures to verify that each person considered present and permitted to vote at the meeting by means of remote communication is a Co-owner or proxy holder; (b) the Association implements reasonable measures to provide each Co-owner and proxy holder a reasonable opportunity to participate in the meeting and to vote on matters submitted to the Co-owners, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with

the proceedings; and (c) if any Co-owner or proxy holder votes or takes other action at the meeting by means of remote communication, the Association maintains a record of the vote or other action. A Co-owner may be present and vote at an adjourned Association meeting by means of remote communication if they were permitted to be present and vote by the means of remote communication in the original meetings notice given. The Board may hold an Association meeting conducted solely by means of remote communication.

Section 7. Adjournment for Lack of Quorum. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. The quorum for each subsequent meeting shall be reduced by one-half from the quorum requirement of the previously scheduled meeting.

Section 8. Minutes. The Association shall keep minutes or a similar record of the proceedings of all Association meetings and, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE X BOARD OF DIRECTORS

Section 1. Qualification and Number of Directors. The Board of Directors shall govern the Association's affairs. The Board shall consist of three (3) members. All Directors must be Co-owners, trustees of trusts owning Units or officers, directors, members or employees of business entities owning Units. No two Co-owners of the same Unit may serve on the Board of Directors at the same time. Any Director who is delinquent in any financial obligation owed to the Association, including late fees, shall pay in full the amount due within sixty (60) days of the delinquency. During the period of delinquency, the Director is not permitted to vote on any delinquency matter, including any delinquency matter pertaining to that Director. If the Director does not comply within the delinquency cure period, and notwithstanding the provisions of Section 6 below, the Director shall be deemed removed from the Board of Directors for the remainder of the Director's term and the vacancy shall be filled in accordance with Section 5 below. Directors shall serve without compensation.

Section 2. Term of Directors. The respective terms of office for the Directors have been staggered based on election procedures previously adopted by the Association. In each year, either one or two Directors shall be elected for two-year terms depending on how many directorships expire that year. All Directors shall hold office until their successors have been elected and hold their first meeting.

Section 3. Powers and Duties. The Board of Directors has all powers and duties necessary for the administration of the Association's affairs and may do all acts and things as are not prohibited by the Condominium Documents or required to be exercised and done by the Co-owners. In addition to the foregoing general powers and duties imposed by these Bylaws, or any further powers and duties which may be imposed by law or the Articles of Incorporation, the Board of Directors has the following powers and duties:

A. Management and Administration. To manage and administer the affairs of and maintenance of the Condominium and the Common Elements, all to the extent set forth in the Condominium Documents.

B. Collecting Assessments. To collect assessments from the Co-owners and to use the proceeds for the Association's purposes.

C. Insurance. To carry insurance and collect and allocate the proceeds in the manner set forth in Article IV.

D. Rebuild Improvements. To rebuild improvements after casualty in the manner set forth in Article V.

E. Contract and Employ Persons. To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium.

F. Real or Personal Property. To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit and any easements, rights-of-way and licenses) on the Association's behalf in furtherance of any Association purposes.

G. Borrow Money. To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the Association's business, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of two-thirds (2/3^{rds}) of all Co-owners in good standing.

H. Assign Right to Future Income. To assign its right to future income, including the right to receive Co-owner assessment payments.

I. Rules and Regulations. To make rules and regulations in accordance with Article VI, Section 10 of these Bylaws.

J. Committees. To establish such committees as it deems necessary, convenient or desirable and to appoint persons to such committees for implementing the administration of the Condominium and to delegate to such committees, or any specific Association Officers or Directors, any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

K. Enforce Documents. To enforce the Condominium Documents.

L. Administrator. To do anything required of or permitted to the Association as administrator of the Condominium under the Condominium Documents.

M. General. In general, to enter any kind of activity, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, repair, replacement and operation of the Condominium and the Association.

Section 4. Professional Management. The Board of Directors may employ for the Association a professional management agent at reasonable compensation established by the Board to perform those duties and services as the Board shall authorize, including, but not limited to, the duties listed in this Article. The Board may delegate to the management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Co-owners. The Board shall not be authorized to enter into any contract with a professional management agent in which the maximum term is greater than three (3) years, or which is not terminable by the Association upon ninety (90) days' written notice to the other party.

Section 5. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by Co-owner vote shall be filled by majority vote of the remaining Directors even though they may constitute less than a quorum. Each person so appointed shall be a Director until the end of the term of the Director who they replaced and a successor is elected at the Association's annual meeting.

Section 6. Removal of Directors. At any annual or special Association meeting duly called and held, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than 50% of all Co-owners in good standing, and a successor may then and there be elected to fill the vacancy created. The quorum requirement for filling any vacancy shall be the normal 15%. Any Director whose removal has been proposed by the Co-owners shall have an opportunity to be heard at the meeting.

Section 7. First Meeting of New Board. The first meeting of a newly elected Board shall be held within ten (10) days of election at a place and time as shall be fixed by the Directors at the meeting at which the Directors were elected. No notice shall be necessary to the newly elected Directors to legally constitute such meeting, provided a majority of the entire Board is present at such a meeting.

Section 8. Regular Meetings. Regular Board of Directors meetings may be held at times and places as shall be determined from time to time by a majority of the Directors. At least two (2) meetings shall be held during each fiscal year. Notice of regular Board meetings shall be given to each Director personally, or by mail, facsimile, telephone or electronic transmission at least five (5) days prior to the date of the meeting, unless waived by the Director.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the president upon three (3) days' notice to each Director given personally, or by mail, facsimile, telephone or electronic transmission. The notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the president, secretary or other appropriate officer in like manner and on like notice on the written request of two Directors.

Section 10. Waiver of Notice. Before or at any Board meeting, any Director may in writing or orally waive notice of the meeting and the waiver shall be deemed equivalent to the giving of the notice. A Director's attendance at a Board meeting shall be deemed that Director's waiver of notice. If all the Directors are present at any Board meeting, no notice shall be required and any business may be transacted at the meeting.

Section 11. Quorum and Voting. The presence of a majority of the Directors at a meeting shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which there is a quorum shall be the acts of the Board of Directors. A Director will be considered present and may vote on matters before the Board by remote communication, electronically or by any other method giving the remainder of the Board sufficient notice of the absent Director's vote and position on any given matter. If at any Board meeting there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice. If a Director joins in the action of a meeting by signing and concurring in the minutes of that meeting, the Director shall be considered present for purposes of determining a quorum.

Section 12. Action without Meeting. Any action permitted to be taken by the Board of Directors at a meeting of the Board shall be valid in the absence of a meeting if consented to in writing, including by electronic transmission, by a majority of the Board of Directors; provided, that all Board members must first be provided with notice personally, by mail, telephone or electronic transmission, of the proposed action before any action is approved. Further, the presiding Association officer, in exceptional cases requiring immediate action, may poll all Directors by phone for a vote, and provided the action is consented to by the requisite number of Directors, the vote shall constitute valid action by the Board. The results of any vote along with the issue voted upon pursuant to this Section shall be noted in the minutes of the next Board meeting to take place.

Section 13. Closing of Board of Director Meetings to Members; Privileged Minutes. The Board of Directors, in its discretion, may close a portion or all of any meeting of the Board of Directors to the Co-owners or may permit Co-owners to attend a portion or all of any meeting of the Board of Directors. Any Co-owner has the right to inspect, and make copies of, the minutes of the meetings of the Board of Directors; provided, however, and subject to any Association rules and regulations, that no Co-owner shall be entitled to review or copy any Board meeting minutes to the extent that the minutes reference any matter for which the disclosure would impair the rights of another, any privileged communications between the Board of Directors and counsel for the Association, or any other matter to which a privilege against disclosure pertains under Michigan Statute, common law, the Michigan Rules of Evidence, or the Michigan Court Rules.

Section 14. Remote Communication Participation. Board members may participate in any meeting by means of conference telephone or other means of remote communication through which all persons participating in the meeting can communicate with the other participants. Participation in a meeting by these means constitutes presence in person at the meeting.

Section 15. Fidelity Bond/Crime/Employee Dishonesty Insurance. The Board of Directors shall obtain fidelity bond or equivalent employee dishonesty/crime coverage in the minimum amount of a sum equal to three months aggregate assessments on all Units plus reserve funds on hand. The fidelity bond or equivalent employee dishonesty/crime insurance covering all officers, directors, and employees of the Association and all other persons, including any management agent, handling or responsible for any monies received by or payable to the Association (it being understood that if the management agent or others cannot be added to the Association's coverage, they shall be responsible for obtaining the same type

and amount of coverage on their own before handling any Association funds). The premiums for the foregoing shall be expenses of administration.

ARTICLE XI OFFICERS

Section 1. Designation. The principal Association officers are a president, vice president, secretary and treasurer. The Directors may appoint such other officers as may be necessary. Any two offices except that of president and vice president may be held by one person. The President must be a member of the Board of Directors.

Section 2. Appointment. The Board of Directors shall appoint the Association's officers annually and all officers shall hold office at the Board's pleasure.

Section 3. Removal. The Board of Directors may remove any officer either with or without cause, and the successor to the removed officer may be elected at any regular Board meeting or at any special Board meeting called for such purpose.

Section 4. President. The president shall be the Association's chief executive officer and shall preside at all Association and Board meetings. The president has all the general powers and duties which are usually vested in the office of the president of a nonprofit corporation including, but not limited to, the power to appoint committees from among the Co-owners from time to time in the president's reasonable discretion to assist in the conduct of the Association's affairs.

Section 5. Vice President. The vice president shall take the place of the president and perform the president's duties whenever the president is absent or unable to act. If neither the president nor the vice president can act, the Board of Directors shall appoint some other Board member to so do on an interim basis. The vice president shall also perform such other duties as shall from time to time be imposed by the Board of Directors.

Section 6. Secretary. The secretary shall keep the minutes of all Board and Association meetings, be responsible for maintaining a record of the minutes, and of such books and other records as the Board of Directors may direct, and shall in general, perform all duties incident to the office of the secretary.

Section 7. Treasurer. The treasurer is responsible for keeping full and accurate accounts of all receipts and disbursements in the Association's books. The treasurer shall also be responsible for depositing all money and other valuable Association papers, in the name of and to the Association's credit, in such depositories that the Board may designate from time to time.

ARTICLE XII FINANCES, BOOKS AND RECORDS

Section 1. Fiscal Year. The Association's fiscal year shall be an annual period commencing on a date as the Board may initially determine. The commencement date of the Association's fiscal year is subject to change by the Board of Directors for accounting reasons or other good cause.

Section 2. Banking; Investment of Funds. Association funds shall be deposited in a bank, credit union, or other depository as the Board may designate and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by Board resolution from time to time. Association funds shall only be held in accounts that are fully insured or backed by the full faith and credit of the United States Government. The Association may only invest in certificates or instruments that are fully insured or backed by the full faith and credit of the United States Government.

Section 3. Co-owner's Share of Funds. A Co-owner's share in the Association's funds and assets cannot be assigned, pledged or transferred in any manner except as a Unit appurtenance.

Section 4. Association Records and Books; Audit or Review.

A. Association Records and Books. The Association shall maintain current copies of the Condominium Documents. The Association shall also keep detailed books of account showing all expenditures and receipts of administration, which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on the Association's behalf and the Co-owners. The Association's books shall be maintained in accordance with Section 57 of the Condominium Act. Subject to any Association rules and regulations, the books, records, contracts, and financial statements concerning the administration and operation of the Condominium shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours and at mutually convenient times. The Association shall prepare and distribute to each Co-owner at least one (1) time a year a financial statement, the contents of which shall be defined by the Board and which may be distributed by electronic transmission, provided that any Co-owner may receive a written financial statement upon written request. Any institutional holder of a first mortgage lien on any Unit shall be entitled to receive a copy of the annual financial statement within ninety (90) days following the end of the Association's fiscal year if requested in writing.

B. Audit or Review. The Association shall have its books, records and financial statements independently audited or reviewed on an annual basis by a certified public accountant, as defined in Section 720 of the occupational code (MCL 339.720); provided, however, that the Association may opt out of a certified audit or review on an annual basis by an affirmative vote of a majority of the Co-owners in good standing. Any audit or review shall be performed in accordance with the statements on auditing standards or the statements on standards for accounting and review services, respectively, of the American Institute of Certified Public Accountants.

ARTICLE XIII INDEMNIFICATION

Section 1. Indemnification of Directors, Officers and Volunteers. The Association shall indemnify every Director, officer and volunteer of the Association against all expenses and liabilities, including reasonable attorney fees and amounts paid in settlement incurred by or imposed upon the Director, officer or volunteer in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal, to which the Director, officer or volunteer may be a party or in which they may become by reason of their being or having been a Director, officer or volunteer of the Association, whether or not they are a Director, officer or volunteer at the time the expenses are incurred, so long as the person acted in good faith and in a manner that they reasonably believed to be in or not opposed to the Association's best

interests and, with respect to any criminal action or proceeding, had reasonable cause to believe that their conduct was lawful; provided, however, that the Association shall not indemnify any person with respect to any claim, issue, or matter as to which the person has been finally adjudged to be liable for gross negligence or willful and wanton misconduct in the performance of his duty to the Association unless and only to the extent that a court shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnification for those expenses as the court shall deem proper. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which the Director or officer may be entitled. The Board of Directors shall notify all Co-owners of payment of any indemnification that it has approved at least ten (10) days before payment is made. The indemnification rights of this Article shall always be construed to be consistent with those contained in the Association's Articles of Incorporation.

Section 2. Directors' and Officers' Insurance. The Association shall provide liability insurance for every Director and every officer of the Association for the same purposes provided above in Section 1 and in amounts as may reasonably insure against potential liability arising out of the performance of their respective duties. No Director or officer shall collect for the same expense or liability under Section 1 above and under this Section 2; however, to the extent that the liability insurance provided to a Director or officer is inadequate to pay any expenses or liabilities otherwise properly indemnifiable under the terms of this Article, a Director or officer shall be reimbursed or indemnified only for the excess amounts under Section 1 above or other applicable statutory indemnification.

ARTICLE XIV COMPLIANCE

Section 1. Compliance with Condominium Documents. The Association and all present or future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the Condominium in any manner are subject to and shall comply with the Condominium Act and the Condominium Documents. If the Amended and Restated Master Deed, these Bylaws, or Articles of Incorporation conflict with the provisions of any Statute, the Statute shall govern. If any provision of these Bylaws conflicts with any provision of the Amended and Restated Master Deed, the Amended and Restated Master Deed shall govern.

Section 2. Amendment. These Bylaws may be amended in accordance with the Condominium Act and the provisions of Article VIII of the Amended and Restated Master Deed.

Section 3. Definitions. All terms used in these Amended and Restated Bylaws have the same meaning as set forth in the Amended and Restated Master Deed or in the Condominium Act.

ARTICLE XV REMEDIES FOR DEFAULT

Section 1. Default by a Co-owner. Any Co-owner default shall entitle the Association or another Co-owner or Co-owners to the following relief:

A. **Remedies for Default by a Co-owner to Comply with the Documents.** Failure to comply with the Condominium Documents shall be grounds for relief, which may include without intending to

limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination of the foregoing, and such relief may be sought by the Association, or, if appropriate, by an aggrieved Co-owner or Co-owners.

B. Costs Recoverable from Co-owner. A Co-owner's, non-Co-owner occupant's or guest's failure to comply with the Condominium Documents shall entitle the Association to recover from such Co-owner or non-Co-owner resident or guest the pre-litigation costs and actual reasonable attorneys' fees incurred in obtaining their compliance with the Condominium Documents. In addition, in any proceeding arising because of an alleged default by any Co-owner, or in cases where the Association must defend an action brought by any Co-owner(s) or non-Co-owner residents or guests, and regardless if the claim is original or brought as a defense, a counterclaim, cross claim or otherwise, the Association, if successful, shall be entitled to recover from such Co-owner or non-Co-owner resident or guest pre-litigation costs, the costs of the proceeding and actual attorney's fees (not limited to statutory fees), incurred in defense of any claim or obtaining compliance or relief, but in no event shall any Co-owner be entitled to recover such attorney's fees or costs against the Association. The Association, if successful, shall also be entitled to recoup the costs and attorneys' fees incurred in defending any claim, counterclaim or other matter.

Section 2. Association's Right to Abate. The violation of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements or onto any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the Condominium Documents. The Association has no liability to any Co-owner arising out of its exercise of its removal and abatement power.

Section 3. Assessment of Fines. The violation of the Condominium Documents by any Co-owner or their licensees or invitees shall be grounds for assessment by the Association, acting through its Board of Directors, of monetary fines for the violation in accordance with Article XVI of these Bylaws.

Section 4. Failure to Enforce Rights. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition that may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provisions, covenant or condition in the future.

Section 5. Cumulative Rights. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 6. Rights of Co-owners. A Co-owner may maintain an action against the Association to compel enforcement of the Condominium Documents, and may maintain an action for injunctive relief or damages against any other Co-owner for noncompliance with the Condominium Documents. Even if successful, Co-owners may not recover attorneys' fees from the Association, but

may recover such fees from another Co-owner if successful in obtaining compliance with the Condominium Documents.

**ARTICLE XVI
FINES**

Section 1. General. The violation by any Co-owner, occupant or guest of any provision of the Condominium Documents including any duly adopted rules and regulations shall be grounds for assessment by the Association, acting through its Board of Directors, of monetary fines against the involved Co-owner. The Co-owner shall be deemed responsible for the violation whether it occurs as a result of their personal actions or the actions of their family, guests, tenants or any other person admitted through the Co-owner to the Condominium.

Section 2. Procedures. Prior to imposing any fine, the Board will adhere to the following procedures:

A. Notice. Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, electronic transmission, or personally delivered to the representative of such Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Article VIII, Section 2C of these Bylaws.

B. Hearing and Decision. The offending Co-owner shall be provided a scheduled hearing before the Board at which the Co-owner may offer evidence in defense of the alleged violation. Except as otherwise determined by the Board, the hearing before the Board shall be at its next scheduled meeting, but in no event shall the Co-owner be required to appear less than 7 days from the date of the notice. Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or in the event the Co-owner fails to appear at the scheduled hearing, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

Section 3. Fines. Upon violation of the Condominium Documents and upon the decision of the Board as recited above, the following fines may be levied:

FIRST VIOLATION	No fine will be levied unless the Board determines that the nature of the violation is such as to be best deterred if a fine is imposed for a first violation
SECOND VIOLATION	\$75.00 Fine
THIRD VIOLATION	\$100.00 Fine
FOURTH VIOLATION AND ALL SUBSEQUENT VIOLATIONS	\$150.00 Fine

The Board of Directors may make changes in fine amounts or adopt alternative fines pursuant to Article VI, Section 11 of these Bylaws and without the necessity of amending these Bylaws. For purposes of this Section, the number of the violation (i.e. first, second etc.) is determined with respect to the number of times that a Co-owner violates the same provision of the Condominium Documents, as long as that Co-owner may be an owner of a Unit or occupant of the Condominium, and is not based upon time or violations of entirely different provisions. In the case of continuing violations, a new violation will be deemed to occur each successive week during which a violation continues or in such intervals as may be set forth in the Association's rules and regulations; however, no hearings other than the first hearing shall be required for successive violations if a violation has been found to exist. Nothing in this Article shall be construed as to prevent the Association from pursuing any other remedy under the Condominium Documents or the Condominium Act for such violations, or from combining a fine with any other remedy or requirement to redress any violation.

Section 4. Collection of Fines. The fines levied pursuant to this Article shall be assessed against the Co-owner and shall be immediately due and payable. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents including, without limitations, those described in Article II and Article XV of these Bylaws.

ARTICLE XVII SEVERABILITY

If any term, provision, or covenant of these Bylaws or the Condominium Documents is held to be partially or wholly invalid or unenforceable for any reason, the holding shall not affect, alter, modify or impair in any manner any other term, provision or covenant of any documents or the remaining portion of any term, provision or covenant that is held to be partially invalid or unenforceable.

REPLAT NO. 4
 OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1552
 EXHIBIT "B" TO THE MASTER DEED OF
ISLAND LAKE ORCHARDS
 CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

NOTE:
 THE ASTERISK (*) SHOWN IN THE SHEET INDEX INDICATES AMENDED OR NEW SHEETS WHICH ARE REVISED, DATED MAY 19, 2006. THESE SHEETS WITH THIS SUBMISSION ARE TO REPLACE OR BE SUPPLEMENTAL SHEETS TO THOSE PREVIOUSLY RECORDED.

SURVEYOR
 MILLETICS AND ASSOCIATES, L.L.C.
 40399 GRAND RIVER AVENUE
 SUITE 110
 NOVI, MICHIGAN 48375-2123

ENGINEER
 ATWELL - HICKS
 40399 GRAND RIVER AVENUE
 SUITE 110
 NOVI, MICHIGAN 48375-2123

DEVELOPER
 TOLL MI II LIMITED PARTNERSHIP
 30500 NORTHWESTERN HIGHWAY
 SUITE 400
 FARMINGTON HILLS, MI 48334

LEGAL DESCRIPTION

A part of the Southeast 1/4 and Southwest 1/4 and Northwest 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 Northwest Corner of said Section 19; thence South 03°01'04" East, 1164.47 feet, along the Westerly line of "Island Lake North Bay", D.C.C.P. NO. 1413 as recorded in Liber 24741, Page 326-406, as amended, Oakland County Records, to the POINT OF BEGINNING; thence North 86°57'33" East, 59.98 feet, along the Southerly line of said "Island Lake North Bay"; thence 257.69 feet along a curve to the right, said curve having a radius of 342.00 feet, a central angle of 43°10'15", and a chord bearing and distance of South 62°43'56" East, 251.64 feet, along the Southerly line of said "Island Lake North Bay" and extension thereof, and along an extension of the Southerly line and the boundary of "Island Lake Shores South" condominium, D.C.C.P. NO. 1553, as recorded in Liber 30468, Pages 690 through 772, Oakland County Records; thence the following Twenty-six (26) courses along the boundary of said "Island Lake Shores South" condominium: (1) thence South 41°08'49" East, 47.59 feet; (2) and 36.31 feet along a curve to the left, said curve having a radius of 318.00 feet, a central angle of 06°32'30", and a chord bearing and distance of South 37°47'58" West, 36.29 feet; (3) and South 55°28'17" East, 60.00 feet; (4) and 21.30 feet along a curve to the right, said curve having a radius of 258.00 feet, a central angle of 04°43'49", and a chord bearing and distance of North 38°53'38" East, 21.29 feet; (5) and South 41°08'49" East, 13.19 feet; (6) and 374.68 feet along a curve to the right, said curve having a radius of 245.00 feet, a central angle of 87°37'19", and a chord bearing and distance of North 82°33'20" East, 339.22 feet; (7) and South 53°38'01" East, 275.72 feet; (8) and 422.64 feet along a curve to the left, said curve having a radius of 765.00 feet, a central angle of 31°39'14", and a chord bearing and distance of South 69°27'38" East, 417.28 feet; (9) and 323.37 feet along a curve to the right, said curve having a radius of 285.00 feet, a central angle of 65°00'36", and a chord bearing and distance of South 52°46'57" East, 306.30 feet; (10) and 423.02 feet along a curve to the left, said curve having a radius of 643.00 feet, a central angle of 37°41'39", and a chord bearing and distance of South 39°07'28" East, 415.43 feet; (11) and South 57°58'18" East, 301.70 feet; (12) and 208.49 feet along a curve to the right, said curve having a radius of 457.00 feet, a central angle of 26°08'23", and a chord bearing and distance of South 44°54'06" East, 208.69 feet; (13) and South 31°49'55" East, 51.92 feet, said point being South 86°22'40" West, 477.63 feet from the Center of said Section 19; (14) and South 31°49'55" East, 445.46 feet; (15) and 311.32 feet along a curve to the left, said curve having a radius of 543.00 feet, a central angle of 32°51'00", and a chord bearing and distance of South 48°15'25" East, 307.08 feet; (16) and South 64°40'55" East, 42.56 feet, said point being South 02°20'47" East, 631.82 feet from the Center of said Section 19; (17) and South 64°40'55" East, 739.42 feet; (18) and 100.78 feet along a curve to the left, said curve having a radius of 543.00 feet, a central angle of 10°38'04", and a chord bearing and distance of South 69°59'57" East, 100.64 feet; (19) and South 75°18'59" East, 372.30 feet; (20) and 217.40 feet along a curve to the right, said curve having a radius of 457.00 feet, a central angle of 27°15'23", and a chord bearing and distance of South 61°41'18" East, 215.36 feet; (21) and South 48°03'36" East, 201.88 feet; (22) and 480.93 feet along a curve to the left, said curve having a radius of 668.00 feet, a central angle of 41°15'00", and a chord bearing and distance of South 68°41'06" East, 470.61 feet; (23) and 193.99 feet along a curve to the right, said curve having a radius of 707.00 feet; a central angle of 15°43'17", and a chord bearing and distance of South 81°26'58" East, 193.39 feet; (24) and South 73°35'19" East, 157.82 feet; (25) and 104.68 feet along a curve to the left, said curve having a radius of 543.00 feet, a central angle of 11°02'45", and a chord bearing and distance of South 79°06'42" East, 104.52 feet; (26) and South 84°38'04" East, 286.30 feet, to the Westerly right-of-way of Wixom Road; thence South 05°17'47" West, 119.92 feet, along the Westerly right-of-way of said Wixom Road; thence 84.66 feet along a curve to the left, said curve having a radius of 593.00 feet, a central angle of 07°00'00" and a chord bearing and distance of South 01°47'47" West, 84.61 feet, along the Westerly right-of-way of said Wixom Road; thence South 01°42'13" East, 112.80 feet, along the Westerly right-of-way of said Wixom Road; thence South 88°17'56" West, 17.00 feet; thence South 59°02'27" West, 345.32 feet; thence South 25°56'15" East, 423.30 feet, to a point on the South line of said Section 19 and the centerline of Ten Mile Road, (said point being South 85°24'49" West, 230.64 feet, from the Southeast Corner of said Section 19); thence continuing South 86°24'49" West, 1092.71 feet, along the South line of said Section 19 and the centerline of said Ten Mile Road, (said point being North 86°24'49" East, 1323.35 feet, from the South 1/4 Corner of said Section 19); thence North 01°59'58" West, 1317.21 feet; thence South 86°23'50" West, 1034.04 feet; thence South 01°52'19" East, 1316.99 feet to the South line of said Section 19 and the centerline of said Ten Mile Road; thence South 86°24'49" West, 286.39 feet, along the centerline of said Ten Mile Road to the South 1/4 Corner of said Section 19; thence South 86°21'12" West, 1023.50 feet, along the South line of said Section 19 and the centerline of said Ten Mile Road, said point being North 86°21'12" East, 1606.86 feet from the Southwest Corner of said Section 19; thence North 02°20'47" West, 1326.98 feet; thence South 86°03'33" West, 1618.18 feet, to a point on the West line of said Section 19 and the centerline of Napier Road (said point being North 02°49'46" West, 1318.44 feet from the Southwest Corner of said Section 19); thence North 02°49'46" West, 1315.42 feet, along the West line of said Section 19 and the centerline of said Napier Road, to the West 1/4 Corner of said Section 19; thence North 03°01'04" West, 1466.97 feet, along the West line of said Section 19 and the centerline of said Napier Road, to the POINT OF BEGINNING. All of the above containing 197,808 acres. All of the above being subject to the rights of the public in Napier Road and Ten Mile Road. All of the above being subject to easements restrictions and right-of-ways of record.

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PROPOSED DATED
 MAY 19, 2006

Patrick A. East
 PATRICK A. EAST
 ENGINEER NO. 27600



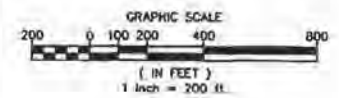
ISLAND LAKE ORCHARDS
TITLE PAGE

ATWELL-HICKS
 Engineering - Surveying - Planning
 Environmental - Risk Management

NOVIA, MICHIGAN 48375-2123

NOV 19 2006 10:00 AM

SHEET
 1
 OF
 25



BENCH MARKS:
 #1 - ARROW ON HYDRANT AT FRONT UNIT 6/7,
 ELEVATION = 965.01 U.S.G.S. DATUM
 #2 - ARROW ON HYDRANT AT FRONT UNIT 23/24,
 ELEVATION = 964.07 U.S.G.S. DATUM

BASIS OF BEARING:
 BEARINGS SHOWN HEREON ARE BASED UPON THE EAST LINE OF SECTION 19 BEING SOUTH 00°17'45" WEST, AS CALLED FOR ON THE RECORDED PLAT OF "BROOKWOODS SUBDIVISION" RECORDED IN LIBER 166, PAGE 16, OAKLAND COUNTY RECORDS.

SEE SHEET 1 FOR LEGAL DESCRIPTION.
 SEE SHEETS 24 AND 25 FOR FLOOD PLAIN PLAN.
 ADDITIONAL EASEMENTS MAY BE SHOWN ON AS-BUILT DRAWINGS.

THE SYMBOL "*" INDICATES A CONCRETE MONUMENT SET (CONSISTING OF A 1/2" DIAMETER STEEL ROD, 3' LONG, ENCASED IN A 4" DIAMETER CONCRETE CYLINDER).

SURVEYOR'S CERTIFICATE

I, Michael L. Miletics, Professional Surveyor of the State of Michigan, hereby certify:
 That the Subdivision Plan known as Island Lake Orchards, Oakland County Condominium Plan No. 1552, as shown on the accompanying drawings, represents a survey on the ground made under my direction; that there are no existing encroachments upon the lands and property herein described;
 That the required monuments and markers have not been located in the ground as required by the rules promulgated under Section 142 of Act 59 of the Public Acts of 1978, as amended, but shall be within one year of the date on which this plan is recorded.
 That the accuracy of this survey is within the limits required by rules promulgated under Section 142 of Act Number 59 of the Public Acts of 1978, as amended;
 That the bearings as shown are noted on Survey Plan as required by the rules promulgated under Section 142 of Act Number 59 of the Public Acts of 1978, as amended.

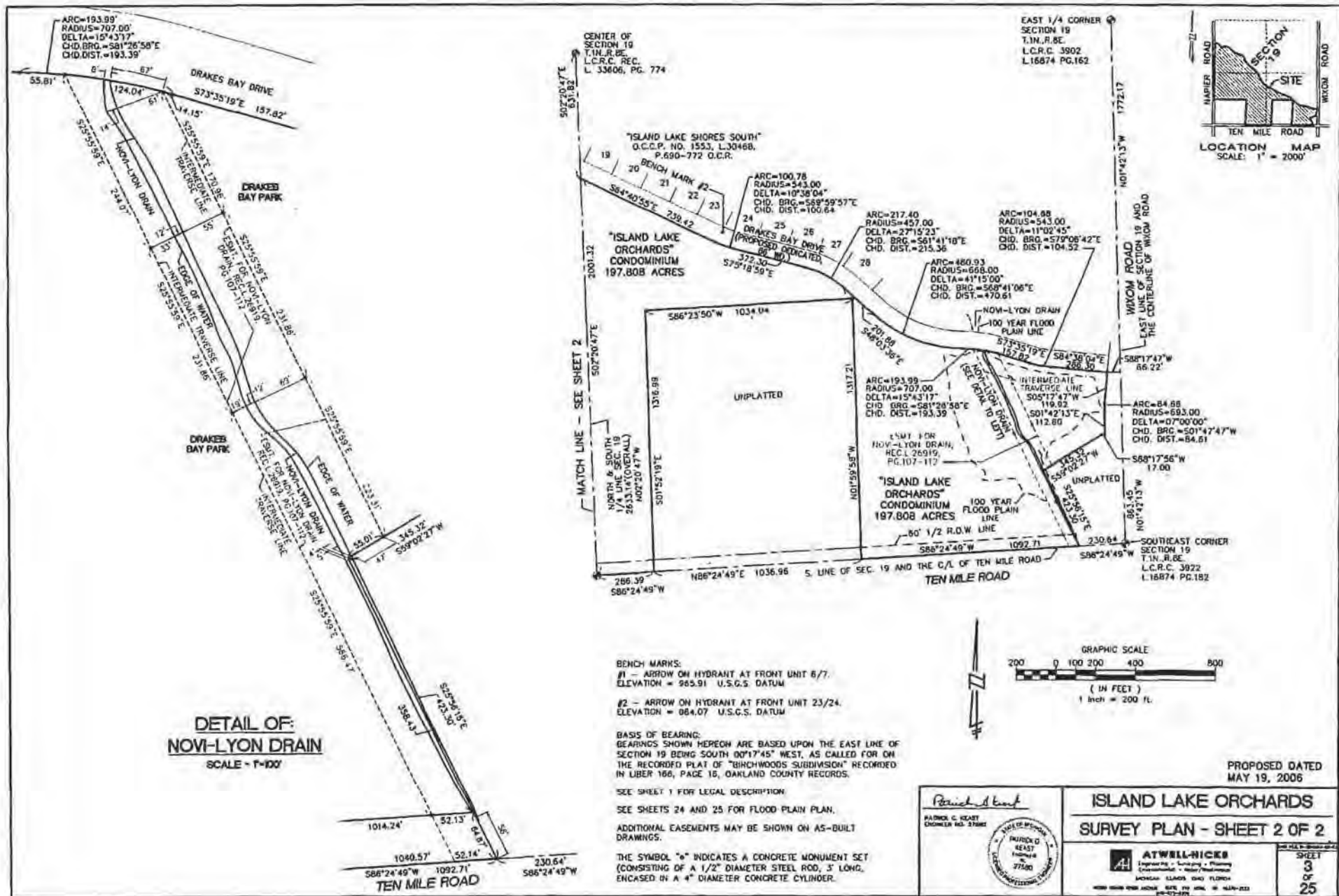
0-18-06
 Date: *Michael L. Miletics*
 Michael L. Miletics
 Professional Surveyor
 Registration Number 22249
 Miletics and Associates, L.L.C.
 40399 Grand River Avenue
 Novi, Michigan 48375-2123



PROPOSED DATED
 MAY 19, 2006



ISLAND LAKE ORCHARDS	
SURVEY PLAN - SHEET 1 OF 2	
ATWELL-HICKS Surveying • Landmark • Planning Construction • Property Management 40399 GRAND RIVER AVENUE, SUITE 100, NOVI, MI 48375-2123 248-222-0000	SHEET 2 OF 25



**DETAIL OF:
NOVI-LYON DRAIN**
SCALE = 1"=100'

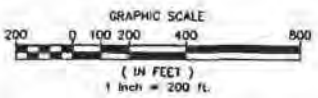
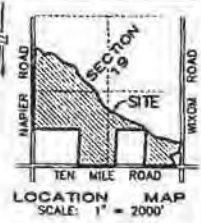
BENCH MARKS:
 #1 - ARROW ON HYDRANT AT FRONT UNIT 6/7.
 ELEVATION = 965.91 U.S.G.S. DATUM
 #2 - ARROW ON HYDRANT AT FRONT UNIT 23/24.
 ELEVATION = 964.07 U.S.G.S. DATUM

BASIS OF BEARING:
 BEARINGS SHOWN HEREON ARE BASED UPON THE EAST LINE OF SECTION 19 BEING SOUTH 00°17'45" WEST, AS CALLED FOR ON THE RECORDED PLAT OF "BIRCHWOODS SUBDIVISION" RECORDED IN LIBER 166, PAGE 16, OAKLAND COUNTY RECORDS.

SEE SHEET 1 FOR LEGAL DESCRIPTION.
 SEE SHEETS 24 AND 25 FOR FLOOD PLAIN PLAN.
 ADDITIONAL EASEMENTS MAY BE SHOWN ON AS-BUILT DRAWINGS.

THE SYMBOL "o" INDICATES A CONCRETE MONUMENT SET (CONSISTING OF A 1/2" DIAMETER STEEL ROD, 3' LONG, ENCASED IN A 4" DIAMETER CONCRETE CYLINDER.

EAST 1/4 CORNER
 SECTION 19
 T.1N. R.8E.
 L.C.R.C. 3902
 L.16674 PG.162



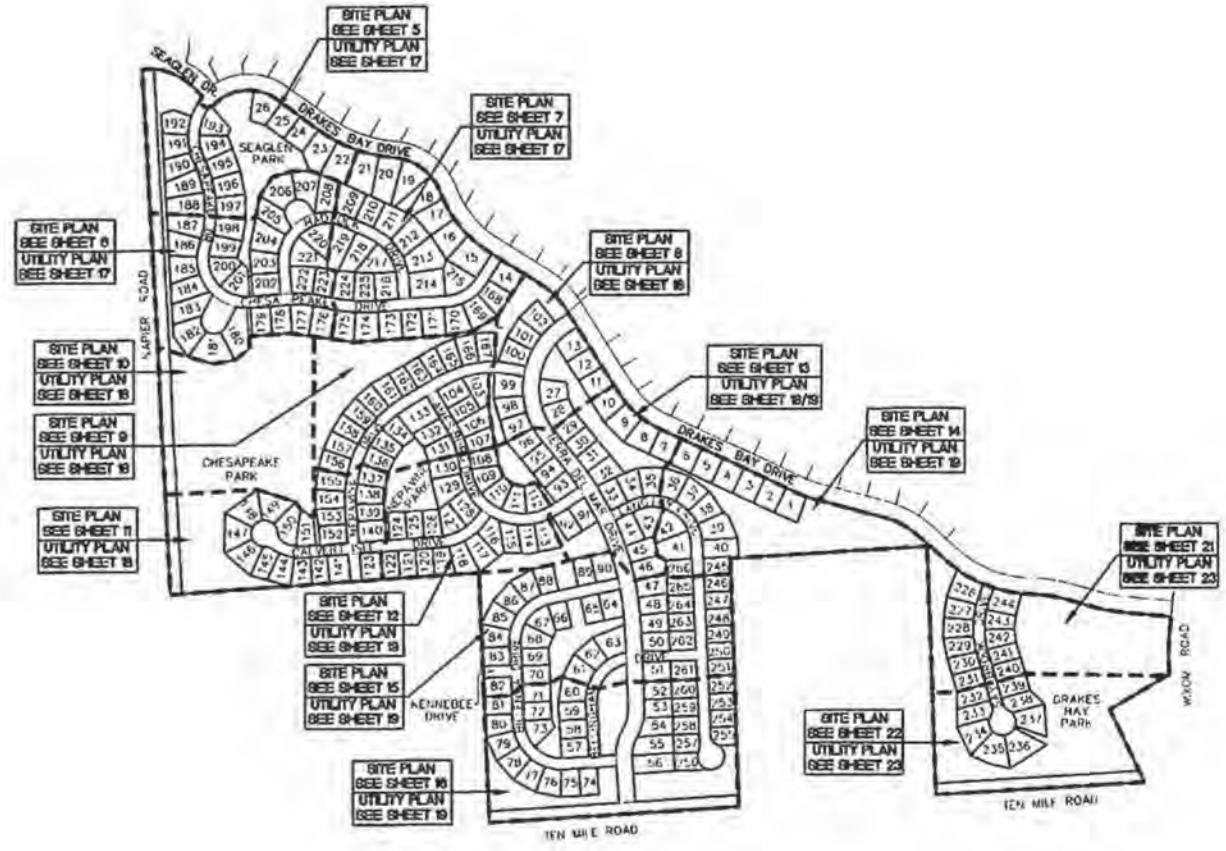
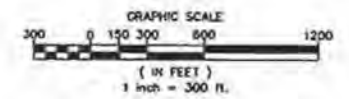
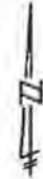
PROPOSED DATED
 MAY 19, 2006

Patrick C. Keast
 PATRICK C. KEAST
 ENGINEER NO. 27887

ISLAND LAKE ORCHARDS
SURVEY PLAN - SHEET 2 OF 2

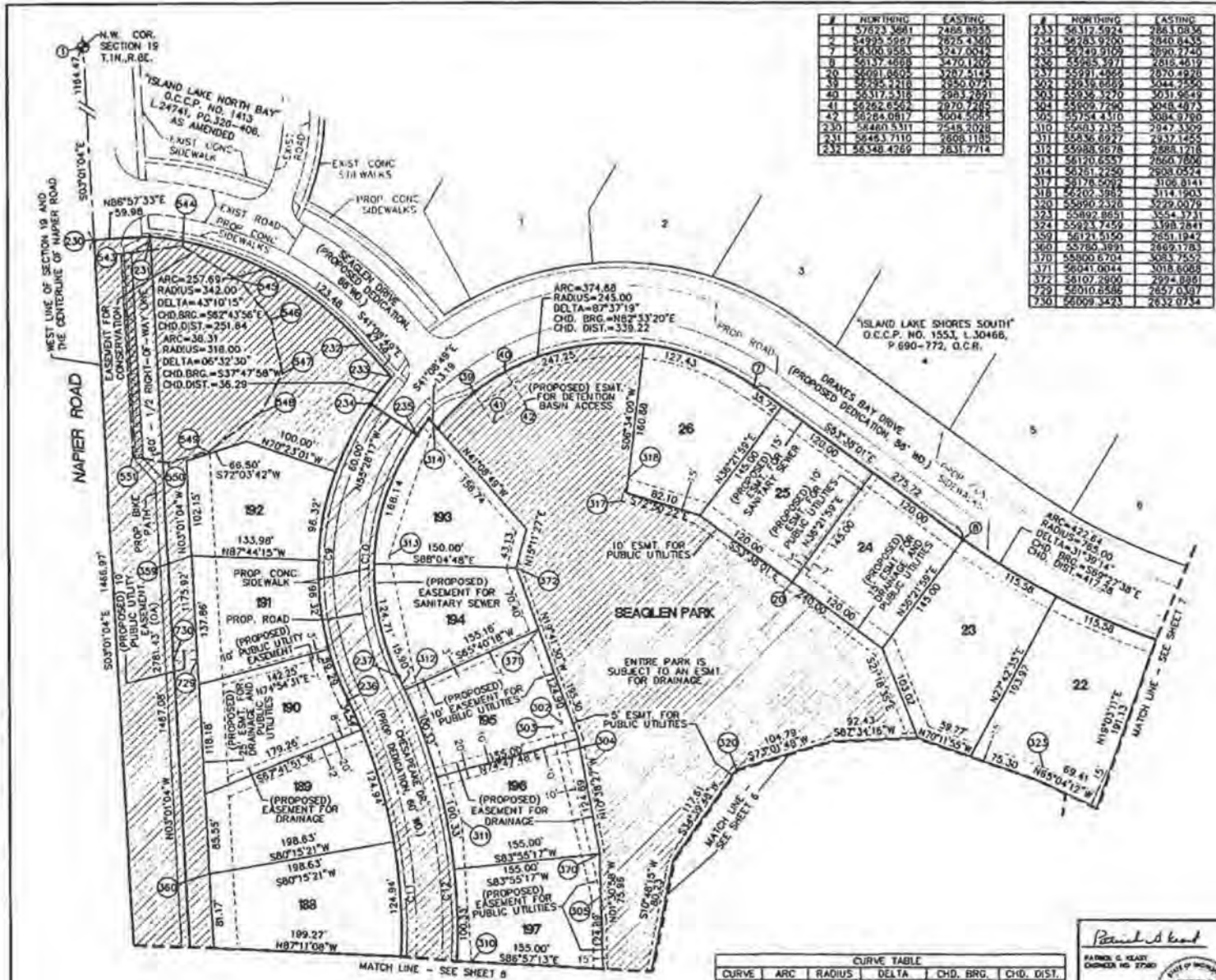
ATWELL-NICKER
 Engineering • Landmark • Planning
 Environmental • Survey/Mapping
 11000 WOODBINE AVENUE SUITE 100 WALKER MI 49787-2022
 519-973-2222

IN FULL-BLANK
 SHEET
3
 OF
25



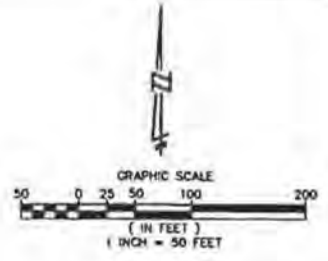
PROPOSED DATED
 MAY 19, 2006

	ISLAND LAKE ORCHARDS SHEET INDEX - SITE AND UTILITY PLANS		SHEET 4 OF 25
	ATWILL-HICKS Engineering - Surveying - Planning Environmental - Public Participation 11000 E. 11th St. Okemos, MI 48864 517-885-1100		



#	NORTHING	EASTING
1	57623.581	7465.8554
2	54925.597	7625.4360
7	58300.9583	5247.0044
8	56137.4688	5470.1207
20	56081.8605	5787.5145
19	57325.9118	7050.0171
40	56317.5418	5983.2891
41	56262.6562	5970.7265
42	56284.0817	5904.5084
230	58460.5311	7548.2028
231	58463.7110	7608.1185
232	58348.4769	7631.7714

#	NORTHING	EASTING
233	56317.5974	7843.0006
234	56283.9280	7840.8435
235	56140.9109	7890.2740
236	55585.9271	7816.4619
237	55271.4888	7870.4978
238	55016.8589	7844.7550
203	55282.3270	7031.9649
204	55009.7260	7048.4873
205	55784.4310	7084.8760
210	55883.2325	7947.3309
211	55836.6927	7937.1425
212	55988.9578	7898.1718
213	56170.6557	7860.7800
214	56761.2250	7908.0524
217	56178.5092	8106.8141
218	56202.3982	8114.1903
220	55890.2370	8229.0079
221	55892.8651	8254.3721
224	55823.7459	8398.2841
229	56121.6150	7651.1942
260	55780.3891	7609.1783
270	55800.6704	8083.7552
271	55841.0044	8078.6068
272	56102.2800	7974.0961
279	56010.8586	7657.0397
230	56069.3423	7632.0734



NOTE:

THE ROADS AND STRUCTURES RELATED TO THE ROADS AS SHOWN ON THIS PLAN "MUST BE BUILT", RESIDENCES AND OTHER STRUCTURES AND IMPROVEMENTS WITHIN EACH OF THE UNITS "NEED NOT BE BUILT".

ALL ROADS AND RELATED "ISLANDS" MUST BE BUILT.

① DENOTES COORDINATE POINT NUMBER.

* INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.

LIMITED COMMON ELEMENT.

GENERAL COMMON ELEMENT.

1 INDICATES A UNIT NUMBER.

ALL OF THE UNITS AND COMMON ELEMENTS ARE DESIGNATED AS "CONVERTIBLE AREAS", SUBJECT TO CONVERSION PURSUANT TO ARTICLE X OF THE MASTER DEED.

DRAKES BAY DRIVE IS SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF THE CONDOMINIUM THAT WILL TERMINATE ONCE DRAKES BAY DRIVE HAS BEEN ACCEPTED FOR DEDICATION.

THE SIDEWALKS SHOWN AS BEING LOCATED ADJACENT TO THE FRONT OR SIDE YARDS OF A UNIT SHALL BE CONSTRUCTED IN CONNECTION WITH THE CONSTRUCTION OF THE RESIDENCE ON THE UNIT SO THAT SIDEWALKS DO NOT HAVE TO BE REPAIRED OR REPLACED AS A RESULT OF DAMAGE CAUSED BY CONSTRUCTION TRAFFIC. SIDEWALKS LOCATED ADJACENT TO GENERAL COMMON ELEMENT AREAS ARE TO BE CONSTRUCTED BY THE DEVELOPER. THE SIDEWALKS SHOWN ON THIS PLAN ARE DESIGNATED AS "NEED NOT BE BUILT" FOR PURPOSES OF SECTION 66 OF THE CONDOMINIUM ACT.

PORTIONS OF THE CONDOMINIUM ARE SUBJECT TO A CONSERVATION EASEMENT AS DESCRIBED IN ARTICLE VIII, SECTION 12 OF THE MASTER DEED OF ISLAND LAKE ORCHARDS AND IN ARTICLE VI, SECTION 25 OF THE BY-LAWS ATTACHED AS EXHIBIT A TO THE MASTER DEED.

CURVE TABLE

CURVE	ARC	RADIUS	DELTA	CHD. BRG.	CHD. DIST.
C9	334.69	319.00	60°18'10"	S04°22'38"W	319.45
C10	271.54	258.00	60°18'10"	S04°22'38"W	259.18
C11	437.28	570.00	43°57'16"	N03°47'49"W	426.63
C12	483.30	630.00	43°57'16"	N03°47'49"W	471.54

Patrick A. Keat

PATRICK A. KEAT
ENGINEER
NO. 27840

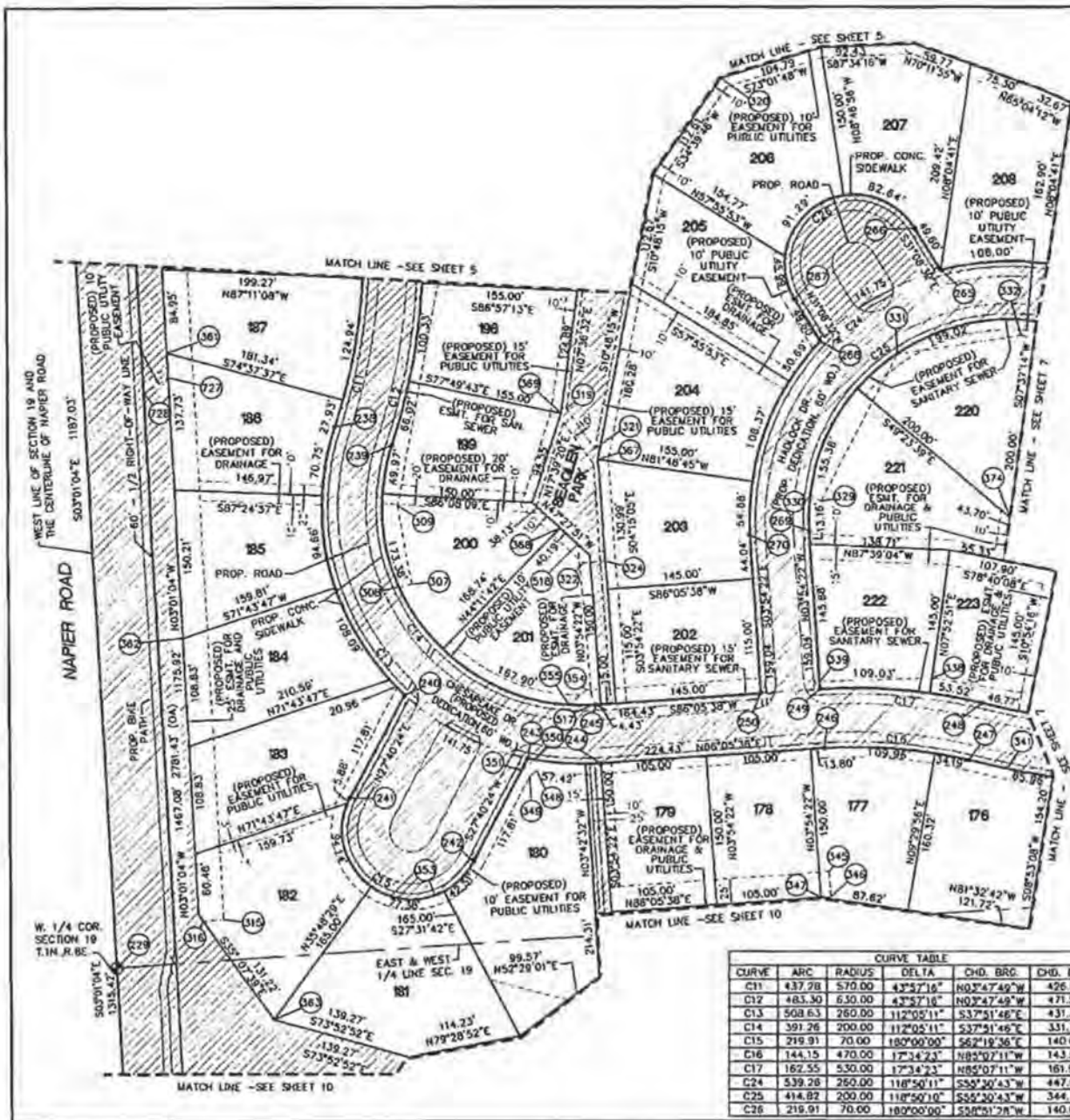
PROPOSED DATED
MAY 19, 2006

ISLAND LAKE ORCHARDS

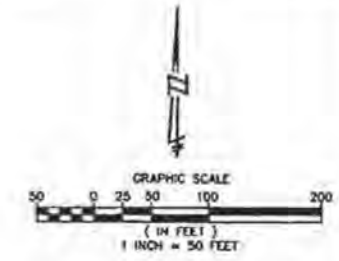
SITE PLAN - UNITS 22-26, 188-197

ATWILL-HICKS
Engineering - Surveying & Planning
10000 W. UNIVERSITY BLVD., SUITE 100, WEST PALM BEACH, FLORIDA 33411

SHEET
5
OF
25



#	NOR. BRG.	EASTING
229	54905.0307	2625.4360
230	55535.7007	2644.7136
231	55520.9650	2601.7164
240	55269.3316	2493.4484
241	55184.0952	2454.2852
242	55099.0242	2389.7178
243	55204.3116	2037.4338
244	55109.1821	3109.4457
245	55259.0427	3105.3584
246	55214.4707	3333.3552
247	55202.7540	3275.4720
248	55260.5560	3450.5995
249	55274.3313	3329.2689
250	55270.2440	3269.4083
255	55097.1454	3448.3840
266	55749.5976	4242.2324
267	55957.1945	3571.0084
268	55624.7423	3358.5600
269	55433.0061	3338.4346
270	55428.9189	3258.5740
306	55644.3103	3067.6935
307	55380.4462	2921.4079
309	55378.1001	2908.6378
309	55458.6115	2806.8011
315	55643.4334	2743.0668
316	55622.3525	2712.5647
319	55556.3198	3076.1392
320	55650.2328	3220.0079
321	55516.6497	3104.1932
322	55401.1226	3023.2625
324	55402.8044	3114.6516
329	55463.5071	3329.7135
330	55468.9577	3319.7202
331	55611.6335	3405.1395
332	55630.9894	3526.9121
338	55785.4184	3440.0998
339	55581.0381	3326.7859
341	55519.16285	3515.1309
343	55284.6378	3427.1392
345	55089.5074	3340.0312
347	55263.8793	3340.8089
348	55162.4168	3046.3676
349	55106.4729	3039.3731
350	55203.0230	3043.4913
351	55192.8430	3031.4194
352	55057.4771	2948.5422
353	55066.4252	2845.0780
354	55273.3971	3095.3810
355	55259.0193	3078.4577
361	55614.5106	2877.9242
362	55378.8670	2893.0830
363	54911.0946	2434.4322
367	55505.7327	3107.2001
368	55436.1835	3062.0456
369	55503.0439	3070.5535
517	55528.8313	3101.5541
518	55419.9294	3087.6452



NOTE:
THE ROADS AND STRUCTURES RELATED TO THE ROADS AS SHOWN ON THIS PLAN "MUST BE BUILT". RESIDENCES AND OTHER STRUCTURES AND IMPROVEMENTS WITHIN EACH OF THE UNITS "NEED NOT BE BUILT".

- ALL ROADS AND RELATED "ISLANDS" MUST BE BUILT.
- ① DENOTES COORDINATE POINT NUMBER.
- * INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.
- ▨ LIMITED COMMON ELEMENT.
- ▩ GENERAL COMMON ELEMENT.
- I INDICATES A UNIT NUMBER.

ALL OF THE UNITS AND COMMON ELEMENTS ARE DESIGNATED AS "CONVERTIBLE AREAS", SUBJECT TO CONVERSION PURSUANT TO ARTICLE X OF THE MASTER DEED.

DRAKES BAY DRIVE IS SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF THE CONDOMINIUM THAT WILL TERMINATE ONCE DRAKES BAY DRIVE HAS BEEN ACCEPTED FOR DEDICATION.

THE SIDEWALKS SHOWN AS BEING LOCATED ADJACENT TO THE FRONT OR SIDE YARDS OF A UNIT SHALL BE CONSTRUCTED IN CONNECTION WITH THE CONSTRUCTION OF THE RESIDENCE ON THE UNIT SO THAT SIDEWALKS DO NOT HAVE TO BE REPAIRED OR REPLACED AS A RESULT OF DAMAGE CAUSED BY CONSTRUCTION TRAFFIC. SIDEWALKS LOCATED ADJACENT TO GENERAL COMMON ELEMENT AREAS ARE TO BE CONSTRUCTED BY THE DEVELOPER. THE SIDEWALKS SHOWN ON THIS PLAN ARE DESIGNATED AS "NEED NOT BE BUILT" FOR PURPOSES OF SECTION 66 OF THE CONDOMINIUM ACT.

CURVE	ARC	RADIUS	DELTA	CHD. BRG.	CHD. DIST.
C11	437.28	570.00	43°37'16"	N03°47'49"W	426.63
C12	483.30	630.00	47°37'16"	N03°47'49"W	471.54
C13	508.63	260.00	112°05'11"	S37°51'46"E	431.32
C14	391.26	200.00	112°05'11"	S37°51'46"E	331.78
C15	219.91	70.00	180°00'00"	S62°18'36"E	140.00
C16	144.15	470.00	17°34'23"	N84°07'11"W	143.59
C17	162.55	530.00	17°34'23"	N85°07'11"W	161.92
C24	539.28	260.00	118°50'11"	S54°20'43"W	447.67
C25	414.82	200.00	118°50'10"	S54°20'43"W	344.36
C26	219.91	70.00	180°00'00"	S58°21'28"W	140.00

PROPOSED DATED
MAY 19, 2006

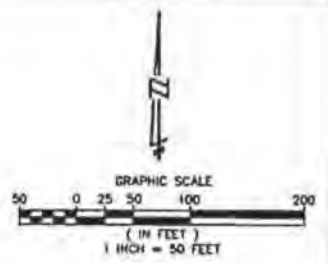
Patrick A. Kent
PATRICK A. KENT
ENGINEER NO. 2786

ISLAND LAKE ORCHARDS
SITE PLAN
UNITS 176-187, 198-208, 220-223

ATWELL-HICKS
Engineering & Surveying & Planning
Consultants & Architects

10000 W. 11th Ave., Suite 100, Grand Rapids, MI 49508
Phone: 616-941-1100 Fax: 616-941-1101

SHEET
6
OF
25



#	NORTHING	EASTING
21	55991.0624	5860.8773
22	55805.7979	4104.8003
23	55483.5160	4366.9412
24	55480.7503	4371.3674
25	55443.9299	4274.7205
26	55424.8070	4407.1392
27	55422.8779	4463.8753
251	55235.3446	3785.8650
252	55175.4840	3789.9523
253	55242.2618	3697.1714
254	55246.3481	3547.0391
255	55250.2048	4135.1089
256	55199.3439	4133.3962
257	55355.8719	4291.2416
258	55320.8515	4342.1087
259	55348.2655	3940.0391
260	55344.8782	3882.1785
261	55625.5369	3749.9049
262	55571.1276	3724.8141
263	55687.4042	3677.5633
264	55672.9949	3607.7776
265	55733.7941	3708.1955
266	55679.1949	3952.1173
267	55681.3641	3763.0654
268	55986.7820	3782.9677
333	55580.6792	3658.3607
334	55505.6710	3791.5670
335	55386.9259	3858.7252
336	55256.6088	3870.8598
337	55250.5484	3852.0778
340	55311.6150	4244.3148
356	55578.0176	4053.6333
357	55731.8316	3865.8589
358	55849.7251	3811.0005
366	55151.7585	4400.9470
373	55322.9874	3563.3213
374	55445.6304	3517.9700
375	55385.1814	3658.3607
376	55376.8997	3759.7292
380	55076.7355	4273.7481
381	55267.4814	3496.6970
510	55799.1921	3626.5865

NOTE:
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ALL ROADS AND RELATED "ISLANDS" MUST BE BUILT.
① DENOTES COORDINATE POINT NUMBER.
= INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.

LIMITED COMMON ELEMENT.
GENERAL COMMON ELEMENT.
INDICATES A UNIT NUMBER.

ALL UNITS ARE PROPOSED.
ALL OF THE UNITS AND COMMON ELEMENTS ARE DESIGNATED AS "CONVERTIBLE AREAS", SUBJECT TO CONVERSION PURSUANT TO ARTICLE X OF THE MASTER DEED.

DRAKES BAY DRIVE IS SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF THE CONDOMINIUM THAT WILL TERMINATE ONCE DRAKES BAY DRIVE HAS BEEN ACCEPTED FOR DEDICATION.

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CURVE	ARC	RADIUS	DELTA	CHD. BRG.	CHD. DIST.
C18	315.91	1030.00	17°34'23"	S89°07'11"E	314.67
C19	297.51	970.00	17°34'23"	S89°07'11"E	296.34
C20	243.34	760.00	34°03'26"	N59°20'40"E	236.34
C21	188.72	700.00	34°03'26"	N59°20'40"E	181.80
C22	352.28	330.00	81°06'50"	N34°29'17"W	335.78
C23	288.23	270.00	81°06'50"	N34°29'17"W	274.74
C24	539.26	260.00	118°50'10"	S58°30'43"W	447.67
C25	414.82	200.00	118°50'10"	S58°30'43"W	344.36

PROPOSED DATED
JANUARY 14, 2005

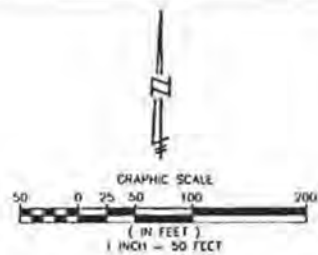
Patrick G. Keast
ENGINEER NO. 17580



ISLAND LAKE ORCHARDS
SITE PLAN
UNITS 14-21, 168-175, 209-219, 224-225

SEIBER, KEAST & ASSOCIATES, INC.
CONSULTING ENGINEERS
MELLETTES AND ASSOCIATES, L.L.C.
LAND SURVEYORS

SHEET
7
OF
25



#	IRONING	EASTING
26	55373.5128	4922.2171
27	55237.3443	4610.0700
43	55177.1105	4768.6181
44	55165.9701	4775.5341
45	55146.7264	4744.5358
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47	55074.4736	4637.5622
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49	55073.6609	4789.8947
50	55092.9046	4870.8930
51	54797.6010	4783.5659
52	54711.4940	4775.5865
53	54806.0147	4828.3254
83	55132.0014	4796.0010
85	55001.1031	4724.8201
86	55056.3447	4764.5087
87	55050.0806	4756.3847
88	55047.1878	4767.4874
109	54886.0246	4558.5482
110	54827.5575	4538.8459
111	54900.5216	4477.5674
112	54841.6745	4455.8670
167	54835.5135	4382.4671
168	54813.6840	4372.3375
166	55151.7586	4400.9420
377	55167.1686	4478.1512
378	55073.9313	4454.6893
379	55063.9462	4455.2362
467	54681.3145	4360.0314
465	54685.0056	4373.3198

CURVE	ARC	RADIUS	DETA	CHD BRG.	CHD D.ST
C27	388.14	530.00	41°57'36"	S80°16'12"W	379.57
C28	344.20	470.00	41°57'36"	S80°16'12"W	336.56
C42	751.37	443.00	97°10'44"	S09°34'43"W	664.49
C43	805.50	357.00	97°10'44"	S09°34'43"W	535.49

NOTE:
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ALL ROADS AND RELATED "ISLANDS" MUST BE BUILT.

① DENOTES COORDINATE POINT NUMBER.

* INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.

▨ LIMITED COMMON ELEMENT

▨ GENERAL COMMON ELEMENT.

I INDICATES A UNIT NUMBER.

ALL UNITS ARE PROPOSED.

ALL OF THE UNITS AND COMMON ELEMENTS ARE DESIGNATED AS "CONVERTIBLE AREAS", SUBJECT TO CONVERSION PURSUANT TO ARTICLE X OF THE MASTER DEED.

DRAKES BAY DRIVE IS SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF THE CONDOMINIUM THAT WILL TERMINATE ONCE DRAKES BAY DRIVE HAS BEEN ACCEPTED FOR DEDICATION.

THE SIDEWALKS SHOWN AS BEING LOCATED ADJACENT TO THE FRONT LOT SIDE YARDS OF A UNIT SHALL BE CONSTRUCTED IN CONNECTION WITH THE CONSTRUCTION OF THE RESIDENCE ON THE UNIT SO THAT SIDEWALKS DO NOT HAVE TO BE REPAIRED OR REPLACED AS A RESULT OF DAMAGE CAUSED BY CONSTRUCTION TRAFFIC SIDEWALKS LOCATED ADJACENT TO GENERAL COMMON ELEMENT AREAS ARE TO BE CONSTRUCTED BY THE DEVELOPER. THE SIDEWALKS SHOWN ON THIS PLAN ARE DESIGNATED AS "NEED NOT BE BUILT" FOR PURPOSES OF SECTION 66 OF THE CONDOMINIUM ACT.

PROPOSED DATED
SEPTEMBER 20, 2004

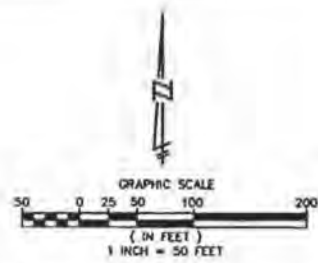
Patrick O. Keast
PATRICK O. KEAST
REGISTERED SURVEYOR
NO. 27500

ISLAND LAKE ORCHARDS
SITE PLAN
UNITS 11-13, 27, 28, 97-102

SEIBER, KEAST & ASSOCIATES, INC.
CONSULTING ENGINEERS

MALINOS AND ASSOCIATES, L.L.C.
LAND SURVEYORS

SHEET 8 OF 20



NOTE:
THE ROADS AND STRUCTURES RELATED TO THE ROADS AS SHOWN ON THIS PLAN "MUST BE BUILT", RESIDENCES AND OTHER STRUCTURES AND IMPROVEMENTS WITHIN EACH OF THE UNITS "NEED NOT BE BUILT".

- ALL ROADS AND RELATED "ISLANDS" MUST BE BUILT.
- ① DENOTES COORDINATE POINT NUMBER.
- * INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.
- ▨ LIMITED COMMON ELEMENT.
- ▨ GENERAL COMMON ELEMENT.
- 1 INDICATES A UNIT NUMBER.

ALL UNITS ARE PROPOSED.

ALL OF THE UNITS AND COMMON ELEMENTS ARE DESIGNATED AS "CONVERTIBLE AREAS", SUBJECT TO CONVERSION PURSUANT TO ARTICLE 5 OF THE MASTER DEED.

DRAKES BAY DRIVE IS SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF THE CONDOMINIUM THAT WILL TERMINATE ONCE DRAKES BAY DRIVE HAS BEEN ACCEPTED FOR DEDICATION.

THE SIDEWALKS SHOWN AS BEING LOCATED ADJACENT TO THE FRONT OR SIDE YARDS OF A UNIT SHALL BE CONSTRUCTED IN CONNECTION WITH THE CONSTRUCTION OF THE RESIDENCE ON THE UNIT SO THAT SIDEWALKS DO NOT HAVE TO BE REPAIRED OR REPLACED AS A RESULT OF DAMAGE CAUSED BY CONSTRUCTION TRAFFIC. SIDEWALKS LOCATED ADJACENT TO GENERAL COMMON ELEMENT AREAS ARE TO BE CONSTRUCTED BY THE DEVELOPER. THE SIDEWALKS SHOWN ON THIS PLAN ARE DESIGNATED AS "NEED NOT BE BUILT" FOR PURPOSES OF SECTION 66 OF THE CONDOMINIUM ACT.

PORTIONS OF THE CONDOMINIUM ARE SUBJECT TO A CONSERVATION EASEMENT AS DESCRIBED IN ARTICLE VII, SECTION 12 OF THE MASTER DEED OF ISLAND LAKE ORCHARDS AND IN ARTICLE VI, SECTION 25 OF THE BY-LAWS ATTACHED AS EXHIBIT A TO THE MASTER DEED.

PROPOSED DATED
JANUARY 14, 2005

ISLAND LAKE ORCHARDS

SITE PLAN

UNITS 103-107, 131-136, 156-167

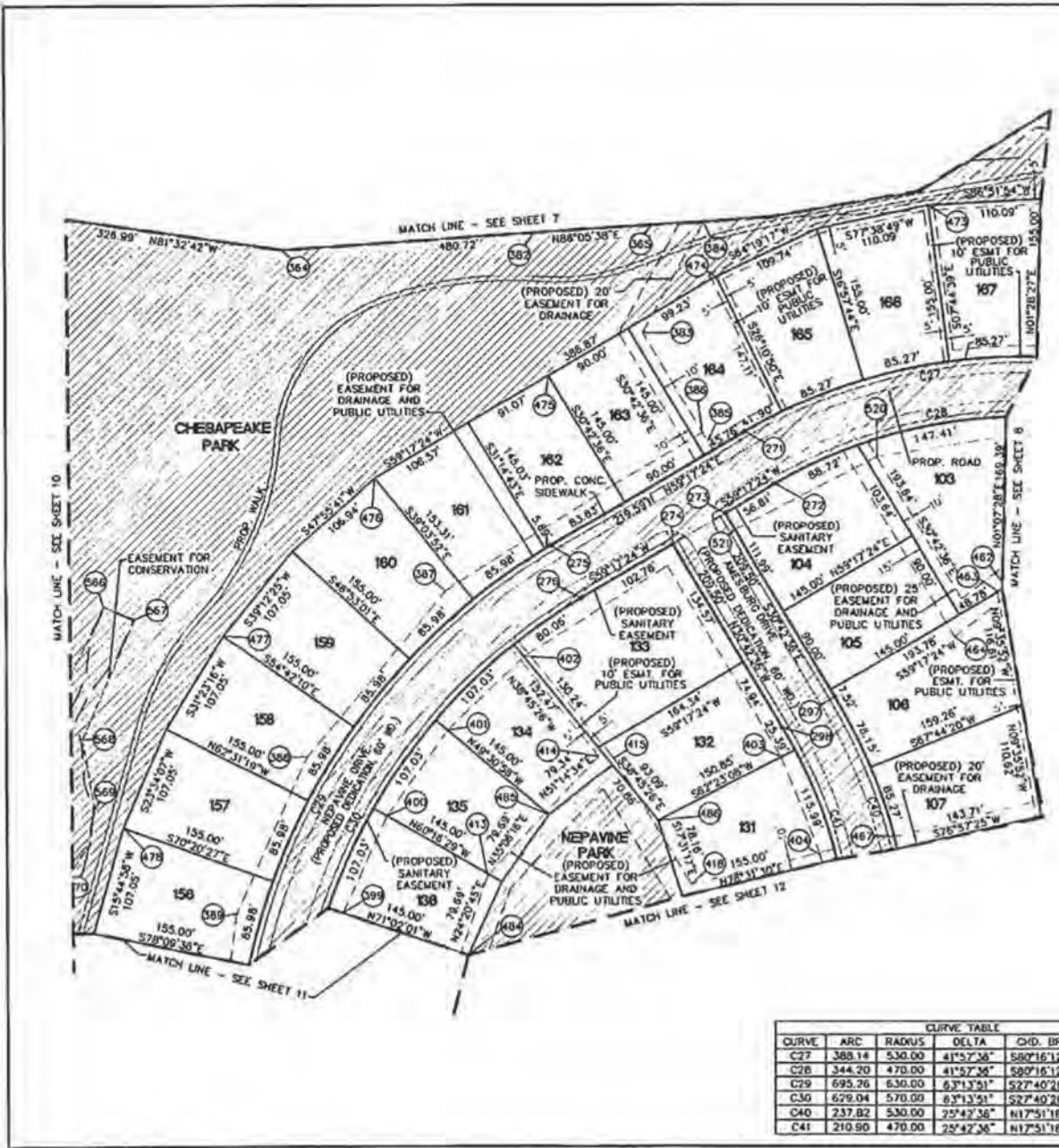
SEIBER, KEAST & ASSOCIATES, INC.
CONSULTING ENGINEERS

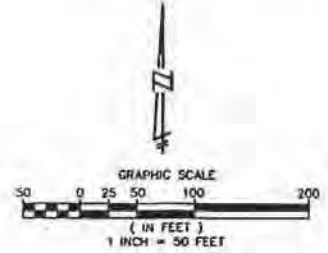
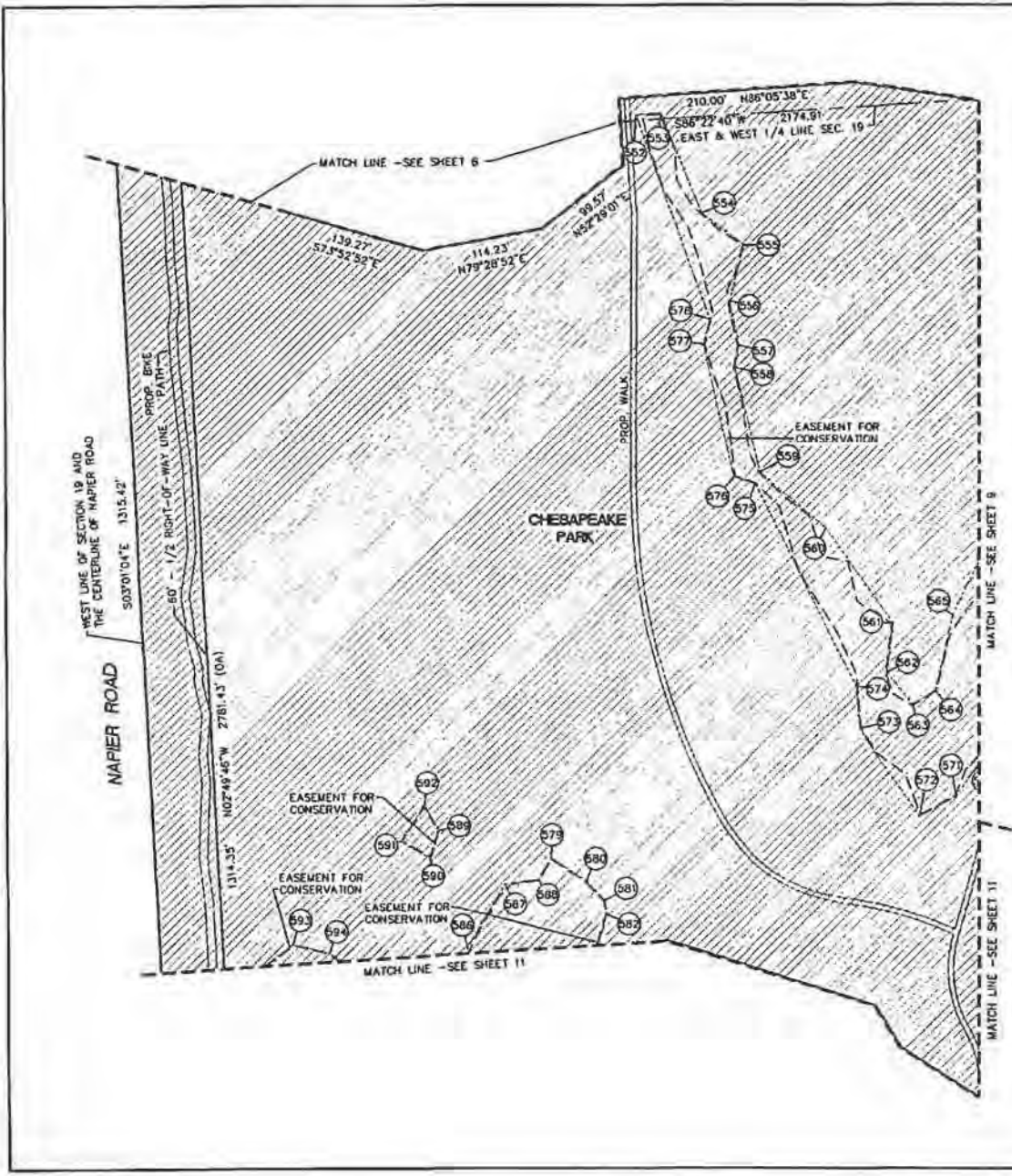
MALLETT AND ASSOCIATES, L.L.C.
LAND SURVEYORS

DATE OF PREPARATION: 1/14/05
SHEET 9 OF 25

#	NORTHING	EASTING
167	54835.5135	4382.4671
271	54836.5800	4103.5071
272	54784.7947	4134.1436
273	54755.7813	4205.2888
274	54725.1197	4033.7140
275	54724.2301	3914.7053
276	54677.6503	3945.3469
277	54575.6569	4192.2923
280	54545.0153	4140.7665
324	55015.8007	3533.7501
365	55040.3735	4073.1329
387	55037.5395	3898.4000
383	54933.6149	4004.1545
384	55047.9307	4063.1448
385	54878.7189	4057.0516
390	54835.3128	4057.2416
397	54679.8484	3817.3984
398	54516.6610	3677.1438
399	54362.3110	3608.2695
399	54352.9537	3711.6150
400	54457.7547	3754.5106
401	54542.8819	3814.3491
402	54615.2892	3888.9720
403	54516.1197	4139.6372
404	54418.4008	4178.2680
413	54329.2047	3854.8924
414	54516.0374	3981.8897
415	54514.7021	3978.7371
418	54380.7888	4051.7727
463	54679.6472	4300.2313
464	54634.4039	4308.6015
467	54436.4080	4750.0667
471	55059.4589	4781.8635
474	54988.3543	4075.4263
475	54891.7149	3912.7317
476	54790.7784	3747.8078
477	54636.7337	3555.2523
478	54448.6165	3497.1984
484	54320.7162	3834.5154
485	54458.5101	3915.1919
486	54452.9233	4019.4180
505	54665.2178	3478.7167
507	54653.3770	3509.0790
508	54534.5136	3457.3134
509	54465.5015	3469.7767
570	54430.7819	3464.2252

CURVE	ARC	RADIUS	DELTA	CHD. BRG.	CHD. DIST.
C27	388.14	530.00	41°57'36"	S80°16'12"W	379.52
C28	344.20	470.00	41°57'36"	S80°16'12"W	336.56
C29	695.26	630.00	63°13'51"	S27°40'28"W	660.51
C30	629.04	570.00	63°13'51"	S27°40'28"W	597.61
C40	237.82	530.00	75°47'36"	N17°51'18"W	235.63
C41	210.90	470.00	75°47'36"	N17°51'18"W	209.14

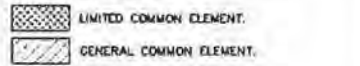




NOTE:
THE ROADS AND STRUCTURES RELATED TO THE ROADS AS SHOWN ON THIS PLAN "MUST BE BUILT". RESIDENCES AND OTHER STRUCTURES AND IMPROVEMENTS WITHIN EACH OF THE UNITS "NEED NOT BE BUILT".

ALL ROADS AND RELATED "ISLANDS" MUST BE BUILT.

① DENOTES COORDINATE POINT NUMBER.
* INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.



1 INDICATES A UNIT NUMBER.

ALL UNITS ARE PROPOSED.

ALL OF THE UNITS AND COMMON ELEMENTS ARE DESIGNATED AS "CONVERTIBLE AREAS", SUBJECT TO CONVERSION PURSUANT TO ARTICLE 3 OF THE MASTER DEED.

DRAKES BAY DRIVE IS SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF THE CONDOMINIUM THAT WILL TERMINATE ONCE DRAKES BAY DRIVE HAS BEEN ACCEPTED FOR DEDICATION.

THE SIDEWALKS SHOWN AS BEING LOCATED ADJACENT TO THE FRONT OR SIDE YARDS OF A UNIT SHALL BE CONSTRUCTED IN CONNECTION WITH THE CONSTRUCTION OF THE RESIDENCE ON THE UNIT SO THAT SIDEWALKS DO NOT HAVE TO BE REPAIRED OR REPLACED AS A RESULT OF DAMAGE CAUSED BY CONSTRUCTION TRAFFIC. SIDEWALKS LOCATED ADJACENT TO GENERAL COMMON ELEMENT AREAS ARE TO BE CONSTRUCTED BY THE DEVELOPER. THE SIDEWALKS SHOWN ON THIS PLAN ARE DESIGNATED AS "NEED NOT BE BUILT" FOR PURPOSES OF SECTION 66 OF THE CONDOMINIUM ACT.

PORTIONS OF THE CONDOMINIUM ARE SUBJECT TO A CONSERVATION EASEMENT AS DESCRIBED IN ARTICLE VII, SECTION 12 OF THE MASTER DEED OF ISLAND LAKE ORCHARDS AND IN ARTICLE VI, SECTION 25 OF THE BY-LAWS ATTACHED AS EXHIBIT A TO THE MASTER DEED.

	NORTHING	EASTING
552	55032.9998	3119.0229
553	55031.1559	3143.4217
554	54938.6253	3187.0711
555	54907.9356	3221.8347
556	54853.1370	3208.1542
557	54810.4952	3217.0398
558	54789.9295	3213.3839
559	54687.2542	3238.0878
560	54633.7217	3301.2097
561	54541.4367	3368.3913
562	54494.0372	3359.6426
563	54463.7558	3364.5871
564	54476.6165	3406.0610
565	54548.9485	3423.0944
571	54374.5889	3425.7744
572	54355.3882	3391.2276
573	54440.6107	3333.8000
574	54480.6037	3330.4615
575	54675.5933	3213.8327
576	54692.8384	3213.0781
577	54811.4589	3183.5475
578	54835.3955	3169.7058
579	54315.7021	3038.1746
580	54293.3257	3071.7182
581	54274.4268	3093.7890
582	54280.9952	3091.0166
588	54228.7549	2957.1490
587	54280.6624	2993.1210
588	54294.7788	3025.2981
589	54342.3235	2930.8821
591	54315.6524	2932.6825
591	54335.0233	2894.2640
592	54358.9862	2916.6175
593	54232.4749	2791.2542
594	54224.1892	2825.3583

PROPOSED DATED
JANUARY 14, 2005

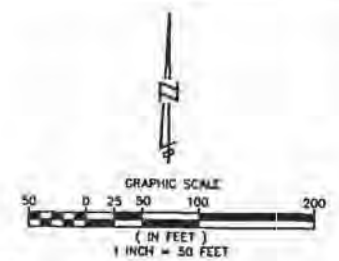
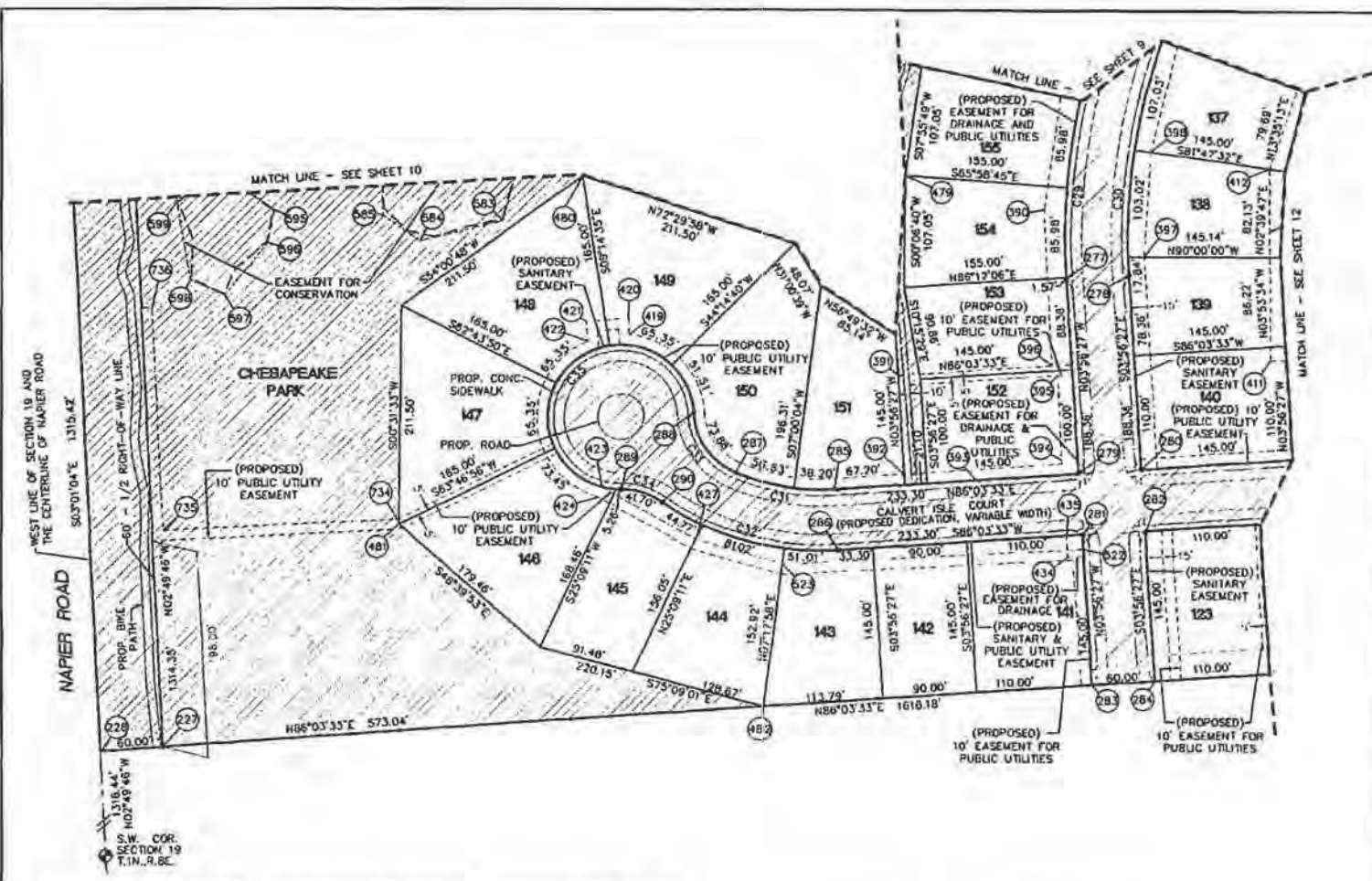
Patrick G. Keast
PATRICK G. KEAST
DESIGNER NO. 27600

ISLAND LAKE ORCHARDS
SITE PLAN - CHESAPEAKE PARK

SEBER, KEAST & ASSOCIATES, INC.
CONSULTING ENGINEERS

M. J. KLETT AND ASSOCIATES, LLC
LAND SURVEYORS

DATE: 01-14-05
SHEET 10 OF 25



NOTE:

THE ROADS AND STRUCTURES RELATED TO THE ROADS AS SHOWN ON THIS PLAN "MUST BE BUILT", RESIDENCES AND OTHER STRUCTURES AND IMPROVEMENTS WITHIN EACH OF THE UNITS "NEED NOT BE BUILT".

ALL ROADS AND RELATED "ISLANDS" MUST BE BUILT.

① DENOTES COORDINATE POINT NUMBER.

* INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.

LIMITED COMMON ELEMENT.

GENERAL COMMON ELEMENT.

1 INDICATES A UNIT NUMBER.

ALL OF THE UNITS AND COMMON ELEMENTS ARE DESIGNATED AS "CONVERTIBLE AREAS", SUBJECT TO CONVERSION PURSUANT TO ARTICLE X OF THE MASTER DEED.

DRAKES BAY DRIVE IS SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF THE CONDOMINIUM THAT WILL TERMINATE ONCE DRAKES BAY DRIVE HAS BEEN ACCEPTED FOR DEDICATION.

THE SIDEWALKS SHOWN AS BEING LOCATED ADJACENT TO THE FRONT OR SIDE YARDS OF A UNIT SHALL BE CONSTRUCTED IN CONNECTION WITH THE CONSTRUCTION OF THE RESIDENCE ON THE UNIT SO THAT SIDEWALKS DO NOT HAVE TO BE REPAIRED OR REPLACED AS A RESULT OF DAMAGE CAUSED BY CONSTRUCTION TRAFFIC. SIDEWALKS LOCATED ADJACENT TO GENERAL COMMON ELEMENT AREAS ARE TO BE CONSTRUCTED BY THE DEVELOPER. THE SIDEWALKS SHOWN ON THIS PLAN ARE DESIGNATED AS "NEED NOT BE BUILT" FOR PURPOSES OF SECTION 66 OF THE CONDOMINIUM ACT.

PORTIONS OF THE CONDOMINIUM ARE SUBJECT TO A CONSERVATION EASEMENT AS DESCRIBED IN ARTICLE VII, SECTION 12 OF THE MASTER DEED OF ISLAND LAKE ORCHARDS AND IN ARTICLE VI, SECTION 25 OF THE BY-LAWS ATTACHED AS EXHIBIT A TO THE MASTER DEED.

#	NORTHING	EASTING	#	NORTHING	EASTING	#	NORTHING	EASTING
227	53685.9994	2750.2363	394	53963.6381	3605.0282	431	53733.4571	3440.4272
228	53681.7823	2691.4606	395	54045.2032	3600.6067	432	53744.2015	3596.3882
277	54139.2867	3607.9315	398	54054.8453	3599.0668	433	53754.1775	3595.7009
278	54143.4104	3697.7696	397	54181.2854	3681.8634	434	53808.6453	3611.4717
279	53951.3745	3630.6769	399	54261.8977	3697.1897	435	53869.4054	3610.0260
280	53953.4992	3690.7350	411	54060.7201	3803.2495	481	53900.2394	2974.3769
281	53991.5164	3625.0006	412	54244.4253	3800.7736	482	53725.2932	3321.9199
282	53995.6400	3684.8567	419	54083.6985	3192.8084	527	53877.4897	3625.8857
283	53746.6592	3634.6661	420	54098.4516	3191.8994	523	53861.9373	3339.5452
284	53756.9828	3694.8243	421	54096.6173	3151.7699	583	54193.5816	3078.4888
285	53935.3403	3381.7608	422	54074.3608	3153.1576	594	54174.2110	2993.8435
286	53975.4821	3392.2578	423	53936.3367	3187.4908	585	54198.5937	2958.2139
287	53951.0759	3395.5119	424	53927.0075	3183.6832	595	54203.9342	2854.4733
288	54008.4464	3325.0856	425	53978.2957	3248.8825	596	54172.6330	2848.4860
289	53934.0831	3185.6956	426	53884.4167	3262.3027	597	54122.1957	2807.7899
290	53921.0397	3228.1833	427	53685.7132	3257.8575	598	54136.5613	2775.7098
291	54025.1291	3586.7659	428	53784.1722	3194.7948	599	54217.5688	2763.0838
292	54044.7102	3447.9491	429	53750.5356	3248.2258	734	53905.1822	2973.0993
293	53949.9340	3454.4783	430	53744.1791	3250.6904	735	53894.1541	2749.9562
						736	54116.0283	2739.2868

CURVE	ARC	RADIUS	DELTA	CHD. BRG.	CHD. DIST.
C29	695.26	630.00	63°13'51"	S27°40'28"W	680.51
C30	629.04	570.00	63°13'51"	S27°40'28"W	597.61
C31	94.83	200.00	27°10'00"	S80°21'27"E	93.84
C32	176.80	260.00	38°57'36"	S74°27'39"E	173.41
C33	73.88	67.00	63°10'50"	S39°11'02"E	70.19
C34	41.70	67.00	35°39'34"	N72°48'38"W	41.03
C35	326.26	70.00	267°02'48"	S47°52'59"W	101.51

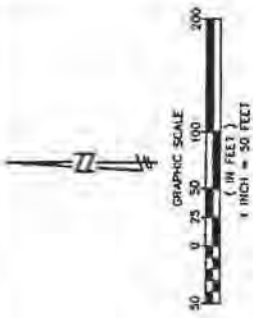
PROPOSED DATED
MAY 19, 2006

Patrick & Keast
PATRICK & KEAST
ENGINEERS NO. 2790

ISLAND LAKE ORCHARDS
SITE PLAN - UNITS 123, 137-155

ATWELL-HICKS
ENGINEERING & SURVEYING & PLANNING
INCORPORATED IN MISSOURI
1000 WEST BROAD STREET, SUITE 100, ST. LOUIS, MO 63102
TEL: 314.241.2200 FAX: 314.241.2202

SHEET
11
OF
25

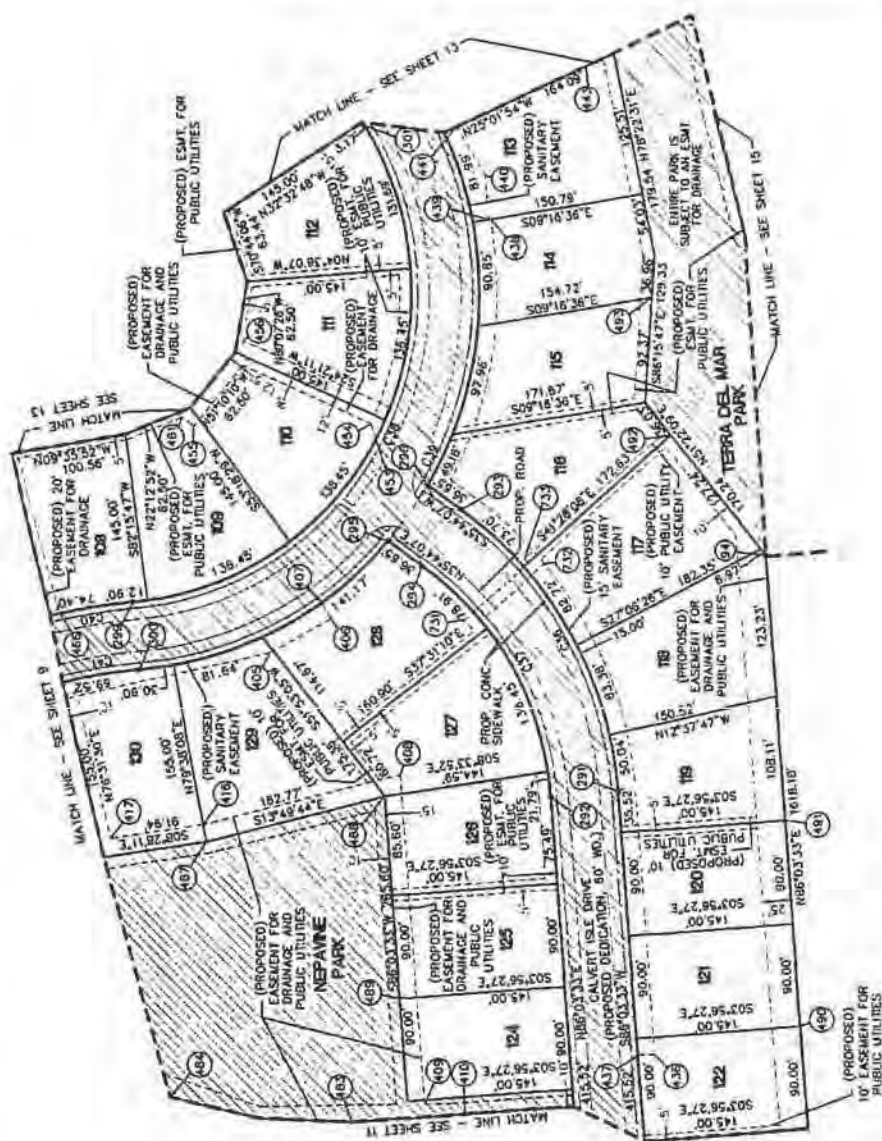


NOTE:
 THE ROADS AND STRUCTURES RELATED TO THE ROADS AS SHOWN ON THIS PLAN "MUST BE BUILT", RESIDENCES AND OTHER STRUCTURES AND IMPROVEMENTS WITHIN EACH OF THE UNITS "NEED NOT BE BUILT".
 ALL ROADS AND RELATED "ISLANDS" MUST BE BUILT.

- ① DENOTES COORDINATE POINT NUMBER.
- * INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.
- ▨ LIMITED COMMON ELEMENT.
- ▩ GENERAL COMMON ELEMENT.
- 1 INDICATES A UNIT NUMBER.

ALL OF THE UNITS AND COMMON ELEMENTS ARE DESIGNATED AS "CONVENTIONAL AREAS", SUBJECT TO THE CONDOMINIUM ACT PURSUANT TO ARTICLE 11 OF THE WATER CODE.
 DRAINAGE BAY DRIVE IS SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF THE CONDOMINIUM THAT WILL TERMINATE ONCE DRAINAGE BAY DRIVE HAS BEEN ACCEPTED FOR DEDICATION.
 THE SIDEWALKS SHOWN AS BEING LOCATED ADJACENT TO THE FRONT OF THE VARIOUS OF UNITS SHALL BE CONSTRUCTED IN CONNECTION WITH THE CONSTRUCTION OF THE RESIDENCE ON THE UNIT SO THAT SIDEWALKS DO NOT HAVE TO BE REPAIRED OR REPLACED AS A RESULT OF DAMAGE CAUSED BY ADJACENT UNITS. THE COMMON ELEMENT AREAS ADJACENT TO GENERAL COMMON ELEMENT AREAS ARE TO BE CONSTRUCTED BY THE DEVELOPER. THE SIDEWALKS SHOWN ON THIS PLAN ARE DESIGNATED AS "NEED NOT BE BUILT" FOR PURPOSES OF SECTION 66 OF THE CONDOMINIUM ACT.

#	NORTHING	EASTING
84	53757.9994	5067.7245
291	53774.1979	4098.3967
292	53774.1979	4098.3967
293	54000.6830	4343.5945
294	54000.6830	4343.5945
295	54125.7251	4382.9818
296	54000.6830	4343.5945
297	54125.7251	4382.9818
298	54125.7251	4382.9818
299	54125.7251	4382.9818
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330	54125.7251	4382.9818
331	54125.7251	4382.9818
332	54125.7251	4382.9818
333	54125.7251	4382.9818



PAVING & LAND DEVELOPMENT INC.

ATWELL-HICKS

REGISTERED PROFESSIONAL ENGINEER

NO. 10000

STATE OF CALIFORNIA

EXPIRES 12/31/2008

PROJECT NO. 08-122

SHEET 12 OF 25

CURVE	ARC	RADIUS	DELTA	CHD. BRC.	CHD. DIST.
C36	289.84	330.00	50°19'28"	N60°23'50"E	760.62
C37	337.15	276.00	50°19'28"	N60°23'50"E	229.60
C38	553.93	276.00	117°33'48"	S83°46'24"E	461.77
C39	677.02	330.00	117°33'48"	S83°46'24"E	564.38
C40	237.62	530.00	25°42'36"	N17°51'18"W	233.63
C41	310.99	476.00	25°42'36"	N17°51'18"W	209.14

PROPOSED DATED
 MAY 19, 2008

ISLAND LAKE ORCHARDS
 SITE PLAN - UNITS 108-122, 124-130

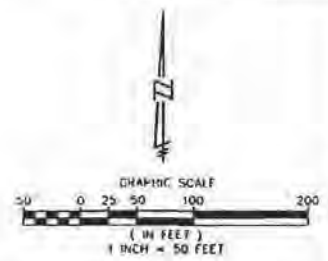
ATWELL-HICKS
 REGISTERED PROFESSIONAL ENGINEER
 NO. 10000
 STATE OF CALIFORNIA
 EXPIRES 12/31/2008

PROJECT NO. 08-122
 SHEET 12 OF 25



CENTER OF SECTION 19
T.1N., R.6E.

1/4 LINE SEC. 19
NORTH & SOUTH



#	NORTHING	EASTING
3	55163.1782	5773.8743
53	54641.1407	4810.0777
54	54754.5355	5030.8522
55	54516.7324	5072.8298
56	54343.8311	5141.0330
57	54250.0980	5260.0741
58	54165.9278	4964.9391
77	54346.6400	5274.7281
78	54167.0673	5307.8680
81	54531.8872	5298.3425
114	54441.3003	4633.9640
115	54524.8344	4700.7884
116	54350.4242	4748.2493
117	54404.5583	4815.0757
118	54242.2578	4827.9050
119	54191.6806	4860.1841
121	54096.5286	4711.1088
123	54123.6316	4896.0787
124	54069.4529	5071.8724
125	54175.7216	5105.4670
126	54271.5498	5131.2627
200	54482.0283	4672.5085
201	54310.3285	4759.6275
202	54737.0684	4810.3721
203	54161.5805	4850.3183
204	54070.8097	4932.9375
442	54021.1179	4679.5498
445	53970.4080	4784.4114
446	54019.5304	4949.9766
458	54269.2405	4615.4738
459	54262.8832	4499.4708
460	54317.4519	4431.6249
468	54465.5893	4445.2956
513	53986.5456	5227.1510
524	54004.5494	4855.0852
525	53690.1694	4888.7321
600	54118.9284	5390.1871
601	54116.1892	5270.0552

CURVE	ARC	RADIUS	DELTA	CHD. BNG.	CHD. DIST
C39	677.02	330.00	117°32'48"	56.8°46'24"W	564.38
C42	751.37	443.00	97°10'44"	209°34'43"W	664.49
C44	932.35	1457.00	36°39'52"	170°40'43"W	916.53
C45	987.39	1543.00	36°39'52"	170°40'43"W	970.63
C46	307.72	260.00	111°53'10"	159°31'12"W	430.81
C47	390.56	260.00	111°53'10"	159°31'12"W	331.39

NOTE

THE ROADS AND STRUCTURES RELATED TO THE ROADS AS SHOWN ON THIS PLAN "MUST BE BUILT" RESIDENTS AND OTHER STRUCTURES AND IMPROVEMENTS WITHIN EACH OF THE UNITS "NEED NOT BE BUILT".

ALL ROADS AND RELATED "ISLANDS" MUST BE BUILT.

① INDICATES COORDINATE POINT NUMBER

• INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER

▨ LIMITED COMMON ELEMENT

□ GENERAL COMMON ELEMENT

1 INDICATES A UNIT NUMBER

ALL UNITS ARE PROPOSED

ALL OF THE UNITS AND COMMON ELEMENTS ARE DESIGNATED AS "CONVERTIBLE AREAS", SUBJECT TO CONVERSION PURSUANT TO ARTICLE 1 OF THE MASTER DEED.

DRAKES BAY DRIVE IS SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF THE CONDOMINIUM THAT WILL TERMINATE ONCE DRAKES BAY DRIVE HAS BEEN ACCEPTED FOR DEDICATION.

THE SIDEWALKS SHOWN AS BEING LOCATED ADJACENT TO THE FRONT OR REAR YARDS OF A UNIT SHALL BE CONSTRUCTED IN CONNECTION WITH THE CONSTRUCTION OF THE RESIDENCE ON THE UNIT SO THAT SIDEWALKS DO NOT HAVE TO BE REPAIRED OR REPLACED AS A RESULT OF DAMAGE CAUSED BY CONSTRUCTION TRAFFIC. SIDEWALKS LOCATED ADJACENT TO GENERAL COMMON ELEMENT AREAS ARE TO BE CONSTRUCTED BY THE DEVELOPER. THE SIDEWALKS SHOWN ON THIS PLAN ARE DESIGNATED AS "NEED NOT BE BUILT" FOR PURPOSES OF SECTION 19 OF THE CONDOMINIUM ACT.

PROPOSED DATED
SEPTEMBER 20, 2004

Patricia G. Keast
PATRICIA G. KEAST
LICENSED P.E. 27580

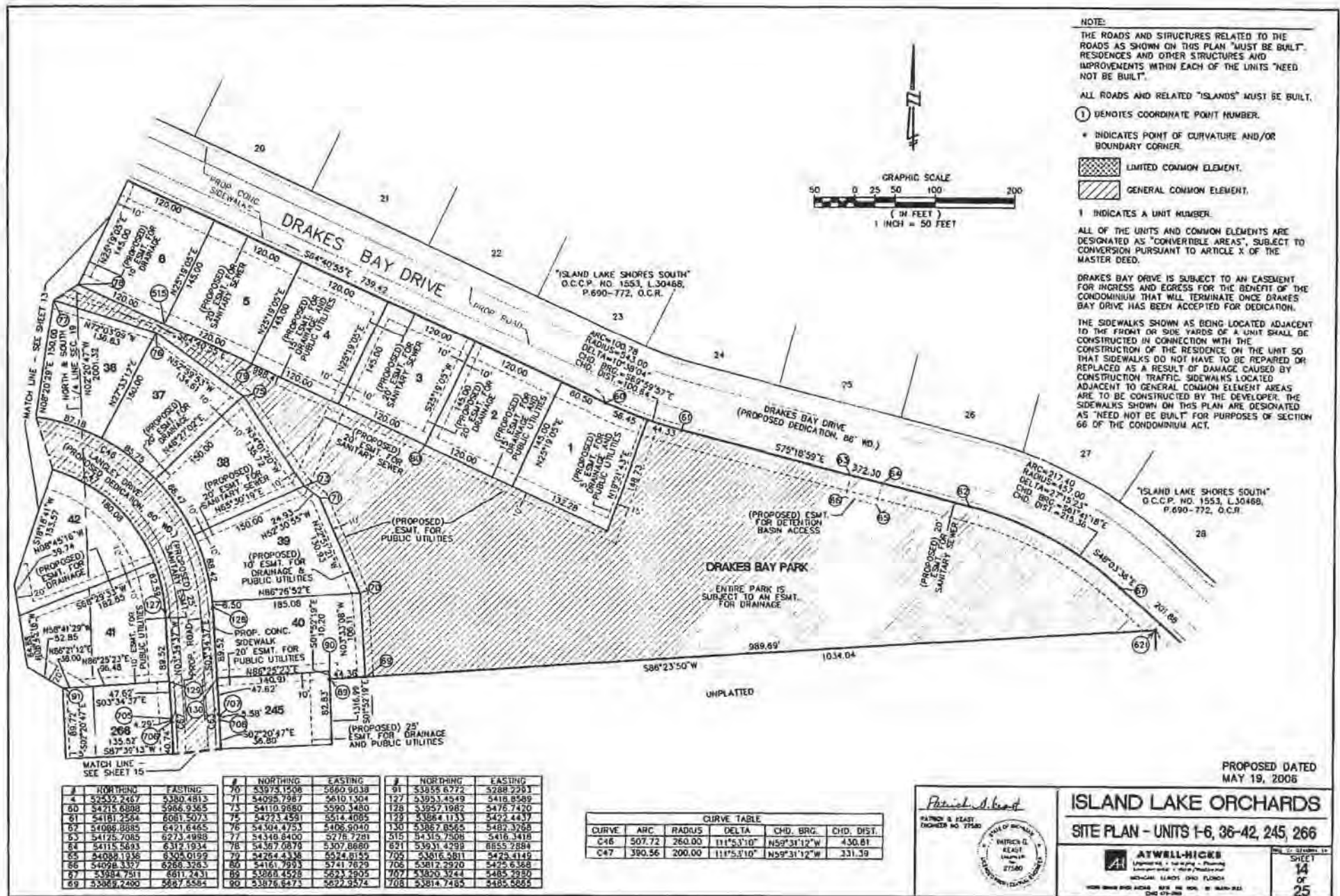


ISLAND LAKE ORCHARDS
SITE PLAN
UNITS 7-10, 29-35, 43-46, 91-96

SEIBER, KEAST & ASSOCIATES, INC.
CONSULTING ENGINEERS

METTERS AND ASSOCIATES, L.L.C.
ARCHITECTS

SHEET
13
OF
20



NOTE:
 THE ROADS AND STRUCTURES RELATED TO THE ROADS AS SHOWN ON THIS PLAN "MUST BE BUILT". RESIDENCES AND OTHER STRUCTURES AND IMPROVEMENTS WITHIN EACH OF THE UNITS "NEED NOT BE BUILT".

ALL ROADS AND RELATED "ISLANDS" MUST BE BUILT.

① DENOTES COORDINATE POINT NUMBER.

* INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.

▨ LIMITED COMMON ELEMENT.

▨ GENERAL COMMON ELEMENT.

1 INDICATES A UNIT NUMBER.

ALL OF THE UNITS AND COMMON ELEMENTS ARE DESIGNATED AS "CONVERTIBLE AREAS", SUBJECT TO CONVERSION PURSUANT TO ARTICLE X OF THE MASTER DEED.

DRAKES BAY DRIVE IS SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF THE CONDOMINIUM THAT WILL TERMINATE ONCE DRAKES BAY DRIVE HAS BEEN ACCEPTED FOR DEDICATION.

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#	NORTHING	EASTING	#	NORTHING	EASTING
4	52532.2467	5380.4813	70	53975.1508	5860.9038
60	54215.6888	5966.9365	71	54095.7987	5610.1304
61	54181.2564	6081.5073	73	54110.9880	5990.3480
62	54088.8885	6421.6465	75	54273.4591	5514.4085
63	54125.7085	6273.4986	76	54304.4753	5406.5040
64	54115.5693	6312.1934	77	54348.9400	5278.7781
65	54088.1936	6305.0199	78	54367.0879	5307.8880
66	54098.3327	6268.3263	79	54264.4338	6524.8155
67	53984.7511	6811.2431	80	54161.7993	5741.7629
69	53089.2400	5687.5584	85	53868.4526	5623.2905
			90	53876.6473	5622.3574
			91	53855.6772	5288.2291
			127	53953.4549	5416.8589
			128	53957.1982	5476.7420
			129	53884.1133	5422.4437
			130	53867.8565	5482.3765
			515	54315.7508	5416.3418
			621	53931.4298	8855.2884
			705	53816.3811	5425.4149
			706	53812.2920	5425.6368
			767	53820.3244	5485.2920
			708	53814.7465	5485.6865

CURVE	ARC	RADIUS	DELTA	CHD. BRG.	CHD. DIST.
C16	507.72	260.00	111°53'10"	N59°31'12"W	430.81
C47	390.56	200.00	111°53'10"	N59°31'12"W	331.39

Patrick A. Reed
 PATRICK A. REED
 ENGINEER NO. 77540

ISLAND LAKE ORCHARDS

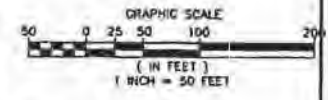
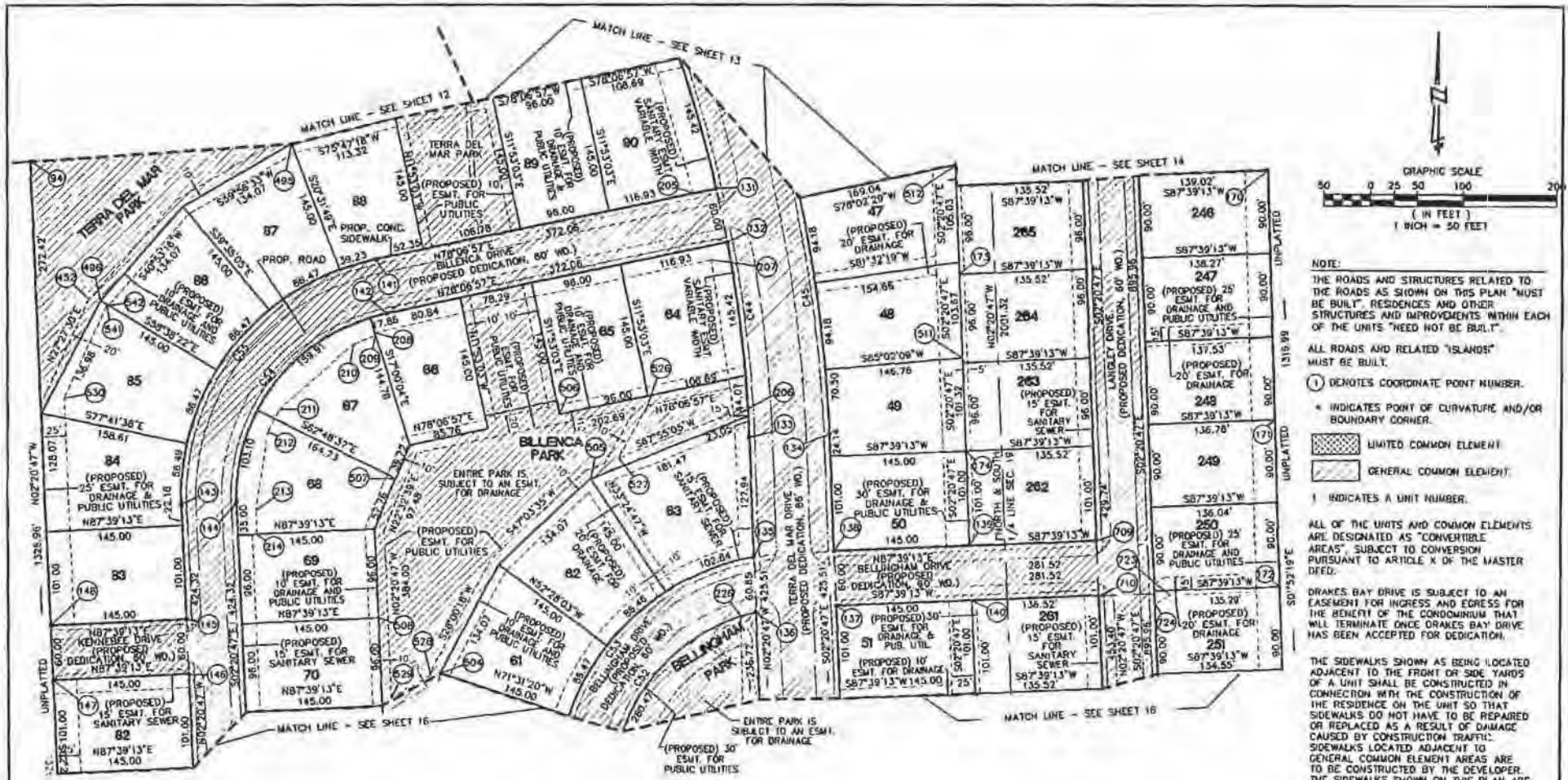
SITE PLAN - UNITS 1-6, 36-42, 245, 266

ATWELL-HICKS
 LAND SURVEYORS & ENGINEERS
 1000 BIRCHWOOD DRIVE, SUITE 100, WEST PALM BEACH, FLORIDA 33411
 (561) 835-1100

DATE OF REVISION: 05/19/06
 DRAWN BY: 2780

NO. OF SHEETS: 10
 SHEET: 14
 OF: 25

PROPOSED DATED
 MAY 19, 2006



NOTE:
 THE ROADS AND STRUCTURES RELATED TO THE ROADS AS SHOWN ON THIS PLAN MUST BE BUILT. RESIDENCES AND OTHER STRUCTURES AND IMPROVEMENTS WITHIN EACH OF THE UNITS "NEED NOT BE BUILT."
 ALL ROADS AND RELATED "ISLANDS" MUST BE BUILT.
 (1) DENOTES COORDINATE POINT NUMBER.
 * INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.
 [Hatched Box] LIMITED COMMON ELEMENT
 [Dotted Box] GENERAL COMMON ELEMENT
 | INDICATES A UNIT NUMBER.

ALL OF THE UNITS AND COMMON ELEMENTS ARE DESIGNATED AS "CONVERTIBLE AREAS", SUBJECT TO CONVERSION PURSUANT TO ARTICLE X OF THE MASTER DEED.
 DRAKES BAY DRIVE IS SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF THE CONDOMINIUM THAT WILL TERMINATE ONCE DRAKES BAY DRIVE HAS BEEN ACCEPTED FOR DEDICATION.
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#	NORTHING	EASTING	#	NORTHING	EASTING	#	NORTHING	EASTING
94	53792.9994	4304.7245	170	53783.8881	5825.3961	304	53238.0366	4741.5152
131	53782.8295	5035.4110	171	53513.3583	5623.9834	305	53447.7396	4902.6144
132	53763.9155	5047.7671	172	53333.8928	5540.6958	306	53358.1746	4869.7643
133	53482.9437	5071.8991	173	53270.1142	5295.8336	307	53447.7016	4693.4991
134	53406.4648	5167.8270	174	53479.2767	5303.6840	308	53396.4359	4675.7834
135	53385.1136	5077.1371	205	53157.4156	5010.8382	311	53479.5089	5299.5457
136	53304.3133	5079.6285	206	53515.9695	5055.7486	312	53788.0371	4291.0010
137	53311.4745	5185.4073	207	53684.8880	5030.5748	328	53527.5394	4962.7888
138	53371.4742	5182.3507	208	53268.9976	4671.2417	327	53470.3369	4831.7198
139	53377.8626	5329.0591	209	53638.7177	4672.7441	328	53335.6853	4741.0740
140	53311.4111	5310.2657	210	53594.7810	4648.9352	328	53211.7282	4686.8688
141	53688.0109	4671.3312	211	53523.7098	4570.2364	330	53536.6606	4340.2412
142	53627.2970	4683.8873	212	53489.0106	4557.8800	341	53638.2198	4385.8029
143	53420.2387	4465.0920	213	53414.4905	4545.4234	342	53637.0780	4387.6950
144	53423.3933	4525.0417	214	53389.2376	4546.4567	709	53382.9092	5443.2115
145	53797.8038	4470.1352	726	53295.7900	5053.4088	710	53322.2682	5445.6381
146	53537.6147	4477.5918	452	53643.9459	4365.4491	723	53374.0330	5522.1980
147	53231.9775	4377.7134	495	53810.7257	4582.8904	724	53314.4888	5506.0855
148	53291.8272	4325.2568	496	53642.3550	4379.0410			

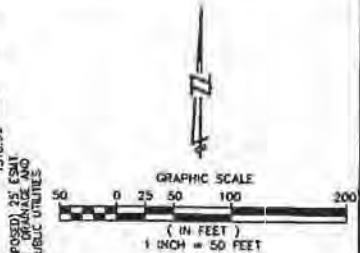
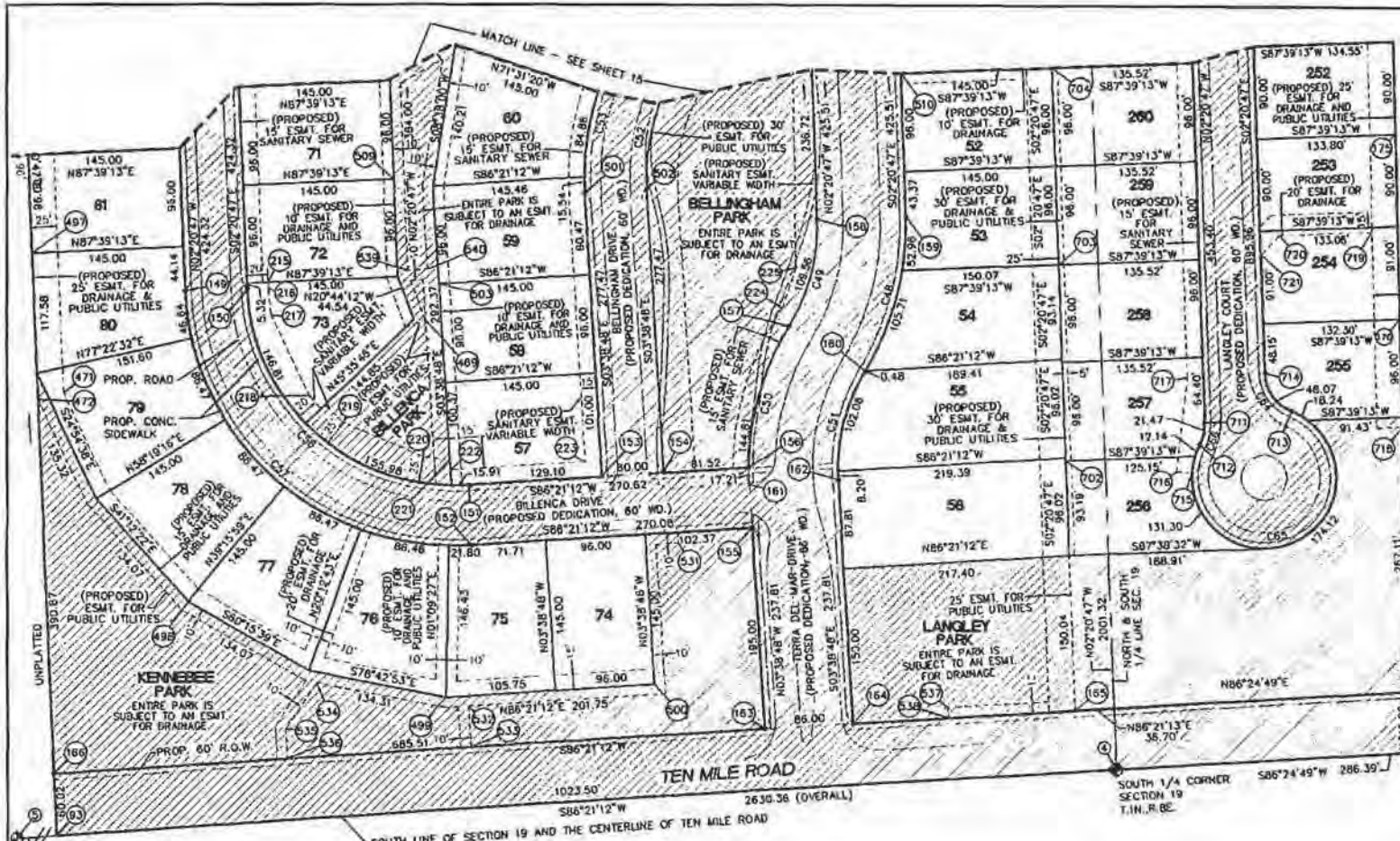
CURVE	ARC	RADIUS	DELTA	CHD. BRG.	CHD. (DIST.)
C4A	932.35	1457.00	36°39'22"	N20°40'43"W	916.53
C45	987.39	1543.00	36°39'52"	N20°40'43"W	970.63
C52	200.46	200.00	80°20'51"	S36°31'36"W	258.04
C53	376.17	260.00	82°53'46"	S37°48'05"W	344.21
C54	280.87	200.00	80°27'44"	S37°23'05"W	258.35
C55	365.13	260.00	80°27'44"	S37°53'05"W	335.85

Atwell-Ricks
 PARTNER & SECT
 ENGINEER NO. 2780
 STATE OF MICHIGAN
 EXPIRES 12/31/2008

ISLAND LAKE ORCHARDS
 SITE PLAN - UNITS 47-51, 61-70, 82-90, 246-251, 261-265

ATWELL-RICKS
 ENGINEERS - SURVEYING - PLANNING
 10000 WOODLAND DRIVE, FARMINGTON HILLS, MI 48334
 (248) 467-1100 FAX (248) 467-1101

DATE: 05/19/06
 SHEET
 15
 OF
 25



NOTE:
 THE ROADS AND STRUCTURES RELATED TO THE ROADS AS SHOWN ON THIS PLAN "MUST BE BUILT". RESIDENCES AND OTHER STRUCTURES AND IMPROVEMENTS WITHIN EACH OF THE UNITS "NEED NOT BE BUILT".
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 * INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.
 LIMITED COMMON ELEMENT.
 GENERAL COMMON ELEMENT.
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#	NORTHING	EASTING	#	NORTHING	EASTING	#	NORTHING	EASTING
1	2333.7487	4390.4813	218	5300.2459	4587.3977	531	5275.0348	4658.7499
2	57384.9572	7255.4470	217	5297.3565	4565.4867	533	5255.7096	4758.1910
3	57487.1507	4359.0535	218	5289.4790	4602.2472	534	5261.5116	4610.0758
149	52998.9718	4482.4648	219	5288.6732	4635.8528	535	5257.04762	4578.8921
150	52959.4281	4542.4145	220	5283.2232	4712.1548	536	52541.4383	4581.3106
151	52868.0215	4754.9571	221	5283.6819	4717.4674	537	5269.0659	5218.4255
152	52748.1449	4751.7832	222	5282.8478	4734.1081	538	5262.0511	5219.0515
153	52816.2327	4881.8699	223	5283.5247	4867.8641	539	53016.2486	4698.8247
154	52820.0458	4841.6884	224	52980.5720	5056.1118	540	53018.1471	4715.6273
155	52785.3707	5018.3119	225	53070.4685	5069.0724	202	52832.8178	5330.1428
156	52824.2335	5025.9427	489	52968.4676	4713.7486	203	53024.6566	5322.2819
157	52993.9779	5092.8646	211	52997.6249	4366.4350	704	53716.4958	5314.4209
158	53007.7880	5089.3209	472	53891.8182	4341.6602	711	52869.9362	5414.2915
159	53071.3091	5125.2485	497	53035.1427	4335.7790	712	52848.1894	5458.7296
160	52918.1302	5136.8176	498	52694.0615	4485.9107	713	52682.3440	5548.4445
161	52808.0387	5025.5894	499	52801.2710	4734.0374	714	52919.5443	5527.2691
162	52813.5084	5111.4153	500	52814.1030	4935.3740	715	52821.2151	5452.2442
163	52570.7150	5040.7141	501	53093.1406	4865.1624	716	52822.8254	5437.4859
164	52578.1847	5128.5400	502	53098.8567	4928.0409	717	52914.2234	5447.4255
165	52589.7350	5340.1011	503	53003.6117	4728.5740	718	52867.0854	5625.9521
166	52527.1158	4358.8963	509	53108.5969	4683.1448	720	53005.3670	5535.7843
215	53005.5598	4562.1801	510	53210.5592	5169.5425	721	53035.4758	5517.5186

CURVE TABLE					
CURVE	ARC	RADIUS	DELTA	CHD. BRG	CHD. DIST.
C48	159.15	276.00	33°02'20"	N14°10'23"E	156.98
C49	109.56	190.00	33°02'20"	N14°10'23"E	108.05
C50	161.82	270.00	34°20'21"	S13°31'23"W	159.41
C51	110.28	184.00	34°20'21"	S13°31'23"W	108.63
C52	280.48	200.00	80°20'51"	S36°31'38"W	258.04
C53	376.17	260.00	82°53'48"	S37°48'05"W	344.21
C56	318.70	200.00	91°18'01"	S47°59'47"E	286.03
C57	414.31	260.00	91°18'01"	S47°59'47"E	371.84
C64	48.87	42.00	85°34'27"	S35°08'01"E	45.49
C65	335.80	70.00	274°51'32"	N69°30'31"E	94.71
C66	21.47	42.00	29°17'05"	N12°17'45"E	21.23

Patrick A. Kent
 PATRICK A. KENT
 ENGINEER
 27800
 (Seal of the State of Michigan, Professional Engineer, No. 27800)

PROPOSED DATED
 MAY 19, 2006

ISLAND LAKE ORCHARDS

SITE PLAN - UNITS 52-60, 71-81, 252-260

ATWELL-NICKS
 ENGINEERS, ARCHITECTS, PLANNERS
 11000 N. W. 11th Ave., Suite 1000
 Fort Lauderdale, Florida 33304
 Phone: 954.578.1100
 Fax: 954.578.1101

SHEET
 16
 OF
 25

NORTHWEST CORNER
SECTION 19
T.1N., R.6E.

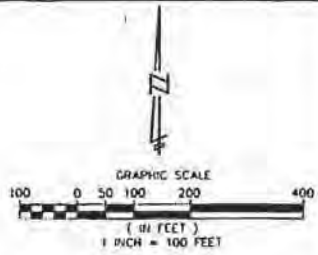


WEST 1/4 CORNER
SECTION 19
T.1N., R.6E.

MATCH LINE
SEE SHEET 18

UTILITY	SOURCE OF LOCATION
WATER MAIN	SEIBER, KEAST AND ASSOCIATES, INC.
WATER MAIN LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
SANITARY SEWER	SEIBER, KEAST AND ASSOCIATES, INC.
6\"/>	

*WILL BE SHOWN ON AS-BUILT DRAWINGS



- NOTES:**
- THE ROADS AND STRUCTURES RELATED TO THE ROADS AS SHOWN ON THIS PLAN MUST BE BUILT. RESIDENCES AND OTHER STRUCTURES AND IMPROVEMENTS WITHIN EACH OF THE UNITS NEED NOT BE BUILT.
 - ALL UTILITY MAINS AND LEADS, AS DEPICTED, ARE BUILT. UTILITY LEADS LOCATED OUTSIDE BASEMENT AREAS NEED NOT BE BUILT.
 - ALL WATER MAIN SIZES ARE 8\"/>

PROPOSED DATED
SEPTEMBER 20, 2004

Patrick G. Keast
PATRICK G. KEAST
ENGINEER NO. 37580

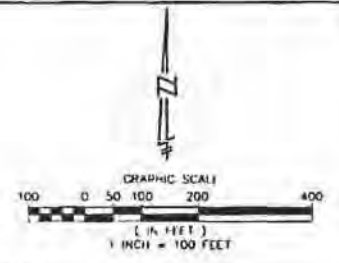
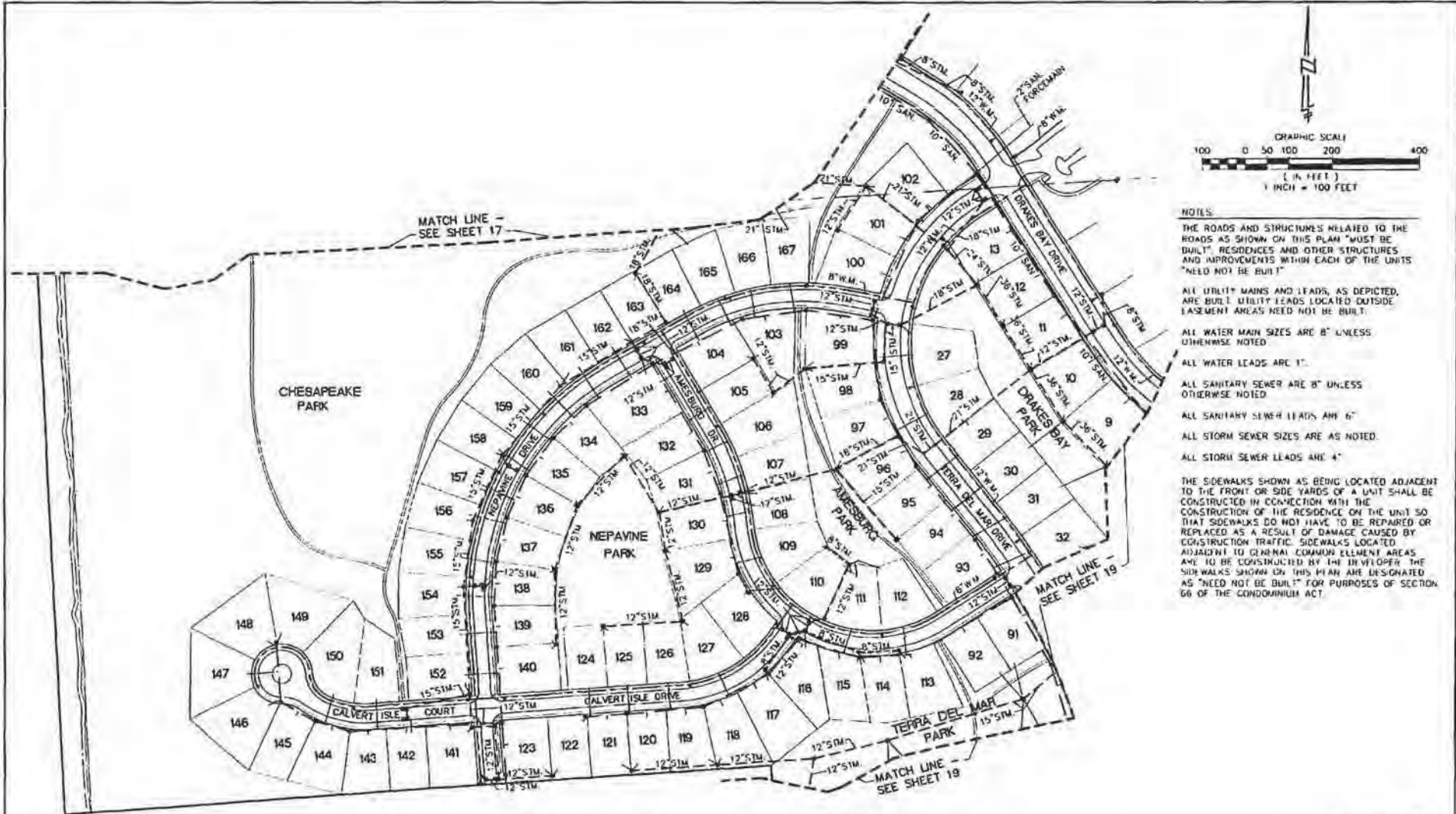
ISLAND LAKE ORCHARDS

UTILITY PLAN-UNITS 14-26, 168-225

SEIBER, KEAST & ASSOCIATES, INC.
REGISTERED PROFESSIONAL ENGINEERS

MELISSA AND ASSOCIATES, LLC
REGISTERED PROFESSIONAL LAND SURVEYORS

SHEET
17
OF
20



NOTES:

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ALL UTILITY MAINS AND LEADS, AS DEPICTED, ARE BUILT. UTILITY LEADS LOCATED OUTSIDE EASEMENT AREAS NEED NOT BE BUILT.

ALL WATER MAIN SIZES ARE 8" UNLESS OTHERWISE NOTED.

ALL WATER LEADS ARE 1".

ALL SANITARY SEWER ARE 8" UNLESS OTHERWISE NOTED.

ALL SANITARY SEWER LEADS ARE 6".

ALL STORM SEWER SIZES ARE AS NOTED.

ALL STORM SEWER LEADS ARE 4".

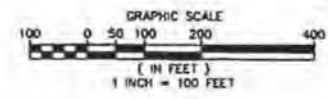
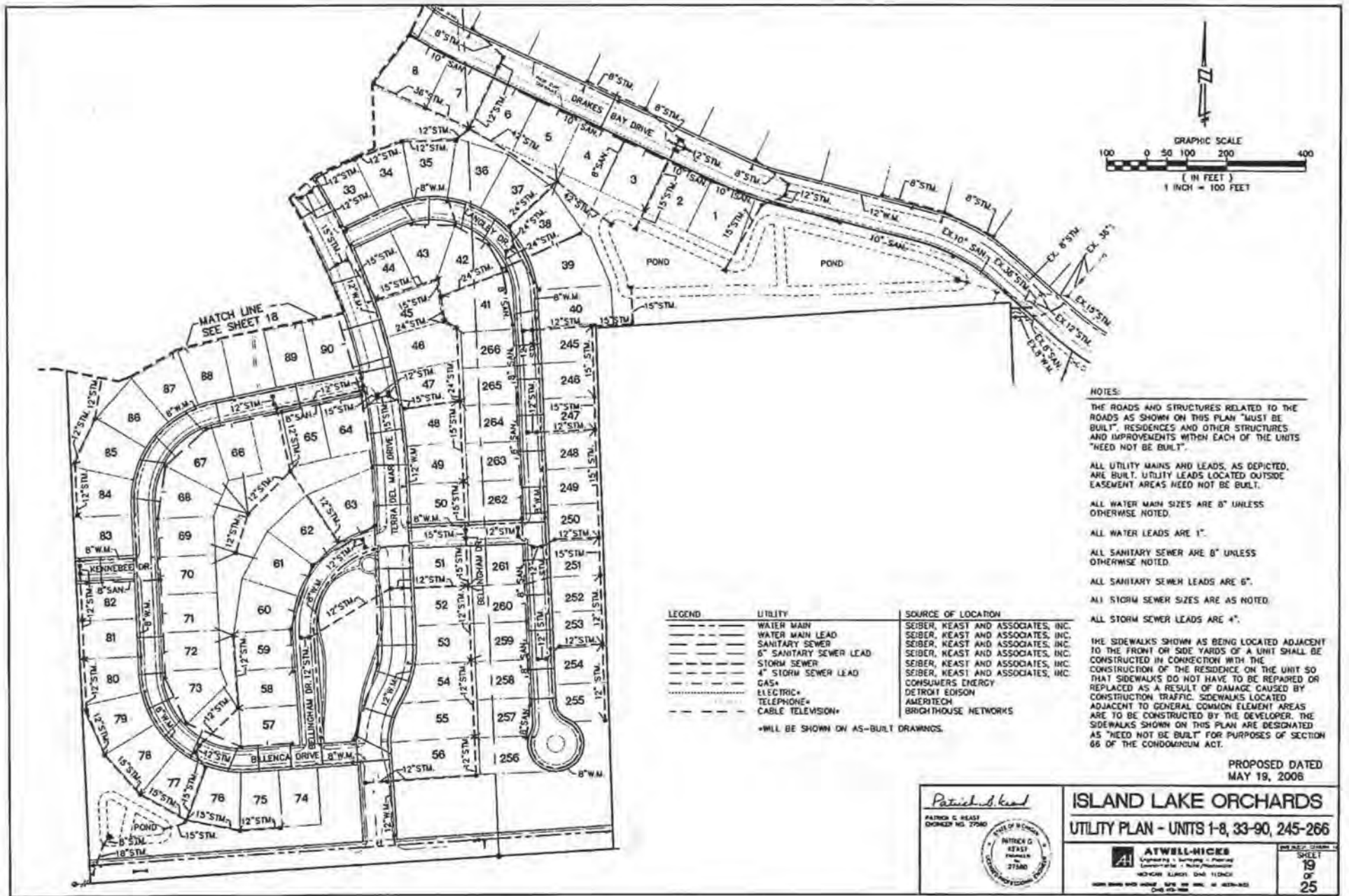
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LEGEND	UTILITY	SOURCE OF LOCATION
---	WATER MAIN	SEIBER, KEAST AND ASSOCIATES, INC.
---	WATER MAIN LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
---	SANITARY SEWER	SEIBER, KEAST AND ASSOCIATES, INC.
---	6" SANITARY SEWER LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
---	STORM SEWER	SEIBER, KEAST AND ASSOCIATES, INC.
---	4" STORM SEWER LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
---	GAS	CONSUMERS ENERGY
---	ELECTRIC	DETROIT EDISON
---	TELEPHONE	AMERITECH
---	CABLE TELEVISION	COMCAST

*WILL BE SHOWN ON AS-BUILT DRAWINGS

PROPOSED DATED
SEPTEMBER 20, 2004

	ISLAND LAKE ORCHARDS UTILITY PLAN UNITS 9-13, 27-32, 91-167		SHEET 18 OF 20



- NOTES:**
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 - ALL UTILITY MAINS AND LEADS, AS DEPICTED, ARE BUILT. UTILITY LEADS LOCATED OUTSIDE EASEMENT AREAS NEED NOT BE BUILT.
 - ALL WATER MAIN SIZES ARE 8" UNLESS OTHERWISE NOTED.
 - ALL WATER LEADS ARE 1".
 - ALL SANITARY SEWER ARE 8" UNLESS OTHERWISE NOTED.
 - ALL SANITARY SEWER LEADS ARE 6".
 - ALL STORM SEWER SIZES ARE AS NOTED.
 - ALL STORM SEWER LEADS ARE 4".

LEGEND	UTILITY	SOURCE OF LOCATION
---	WATER MAIN	SEIBER, KEAST AND ASSOCIATES, INC.
---	WATER MAIN LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
---	SANITARY SEWER	SEIBER, KEAST AND ASSOCIATES, INC.
---	6" SANITARY SEWER LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
---	STORM SEWER	SEIBER, KEAST AND ASSOCIATES, INC.
---	4" STORM SEWER LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
---	GAS	CONSUMERS ENERGY
---	ELECTRIC	DETROIT EDISON
---	TELEPHONE	AMERITECH
---	CABLE TELEVISION	BRIGHTHOUSE NETWORKS

*WILL BE SHOWN ON AS-BUILT DRAWINGS.

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PROPOSED DATED
MAY 19, 2006

Patrick G. Keast
 PATRICK G. KEAST
 ENGINEER NO. 37380

SEAL OF PROFESSIONAL ENGINEER
 PATRICK G. KEAST
 ENGINEER
 37380

ISLAND LAKE ORCHARDS
 UTILITY PLAN - UNITS 1-8, 33-90, 245-266

ATWELL-HICKS
 Engineering & Surveying - Planning
 14000 W. 14th Street, Suite 1000, Grand Rapids, MI 49508
 (616) 941-1100

NO. 19 OF 25

UNIT AREA TABLE

LOT #	AREA (SQ.FT.)
1	16,139
2	17,400
3	17,400
4	17,400
5	17,400
6	17,400
7	17,400
8	19,424
9	20,061
10	18,691
11	17,400
12	17,400
13	17,906
14	18,125
15	26,749
16	21,120
17	21,385
18	24,708
19	23,763
20	27,363
21	26,490
22	24,559
23	23,783
24	17,400
25	17,400
26	19,152
27	16,988
28	15,863
29	13,920
30	13,920
31	14,444
32	16,058
33	14,880
34	15,514
35	16,199
36	16,324
37	16,074
38	16,199
39	20,041
40	16,205
41	21,641
42	18,053
43	17,178
44	15,733
45	15,036

UNIT AREA TABLE

LOT #	AREA (SQ.FT.)
46	16,971
47	15,988
48	14,835
49	14,748
50	14,645
51	14,645
52	13,920
53	14,069
54	15,775
55	20,104
56	20,974
57	14,642
58	13,920
59	13,922
60	15,813
61	15,534
62	15,534
63	19,830
64	16,388
65	13,920
66	13,372
67	15,292
68	15,333
69	13,920
70	13,920
71	13,920
72	13,920
73	14,473
74	13,920
75	14,456
76	15,828
77	15,534
78	15,534
79	15,970
80	15,709
81	13,920
82	14,845
83	14,645
84	16,015
85	16,434
86	15,534
87	15,534
88	14,698
89	13,920

UNIT AREA TABLE

LOT #	AREA (SQ.FT.)
90	16,388
91	14,304
92	16,125
93	14,981
94	13,993
95	13,985
96	15,610
97	15,689
98	15,689
99	18,808
100	16,584
101	15,511
102	17,435
103	17,449
104	15,994
105	13,050
106	17,236
107	14,597
108	13,448
109	14,638
110	14,638
111	14,638
112	14,599
113	15,974
114	13,874
115	14,451
116	16,041
117	18,290
118	17,260
119	14,134
120	13,050
121	13,050
122	13,050
123	15,950
124	13,050
125	13,050
126	13,235
127	15,108
128	16,768
129	19,136
130	14,952
131	14,878
132	15,161
133	23,244
134	13,942

UNIT AREA TABLE

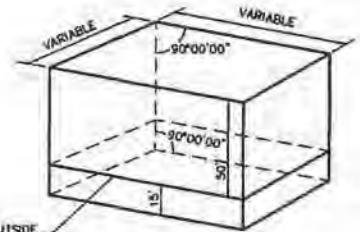
LOT #	AREA (SQ.FT.)
135	13,645
136	13,642
137	13,645
138	13,542
139	13,228
140	15,950
141	15,350
142	13,050
143	14,498
144	15,803
145	14,923
146	19,078
147	19,908
148	19,906
149	19,906
150	19,612
151	15,270
152	14,500
153	13,517
154	14,835
155	14,835
156	14,835
157	14,835
158	14,835
159	14,835
160	14,745
161	14,214
162	13,108
163	13,050
164	13,579
165	14,554
166	14,987
167	14,987
168	17,171
169	18,358
170	17,681
171	18,000
172	15,750
173	18,000
174	19,294
175	17,024
176	18,956
177	16,562
178	19,250
179	15,750

UNIT AREA TABLE

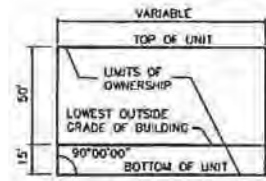
LOT #	AREA (SQ.FT.)
180	27,207
181	25,534
182	21,518
183	20,658
184	19,045
185	18,113
186	18,758
187	19,042
188	20,839
189	19,831
190	16,504
191	15,709
192	16,144
193	16,023
194	16,342
195	17,288
196	17,258
197	17,258
198	17,258
199	15,983
200	16,742
201	16,938
202	16,675
203	16,676
204	23,282
205	19,359
206	23,273
207	21,257
208	19,257
209	19,999
210	15,332
211	20,689
212	22,359
213	26,897
214	25,921
215	19,494
216	17,241
217	18,928
218	21,458
219	22,784
220	19,902
221	20,479
222	17,203
223	15,028
224	15,918

UNIT AREA TABLE

LOT #	AREA (SQ.FT.)
225	15,910
226	20,407
227	15,268
228	15,271
229	15,269
230	14,250
231	13,957
232	15,087
233	16,883
234	19,051
235	22,414
236	23,343
237	19,708
238	15,674
239	13,950
240	13,950
241	13,718
242	13,966
243	13,965
244	18,002
245	12,788
246	12,478
247	12,411
248	12,344
249	12,377
250	19,210
251	14,143
252	12,076
253	12,009
254	12,074
255	12,080
256	12,373
257	12,885
258	13,010
259	13,010
260	13,010
261	13,010
262	13,010
263	13,010
264	13,010
265	13,010
266	12,354



LOWEST OUTSIDE GRADE OF BUILDING (PER MASTER GRADING PLAN OF APPROVED ENGINEERING PLANS) TYPICAL UNIT VOLUME



NOTE: THE TOP AND BOTTOM LIMITS OF OWNERSHIP ARE PARALLEL TO EACH OTHER AND ARE PERPENDICULAR TO THE VERTICAL LIMITS. TYPICAL UNIT CROSS SECTION

PARK AREA TABLE

PARK NAME	AREA (SQ.FT.)
CHESAPEAKE PARK	1,068,777
DRAKE'S BAY PARK	1,039,309
SEAGLEN PARK	147,572
MESSING PARK	147,572
TERRA DEL MAR PARK	111,324
BILLENCA PARK	85,986
BELLINGHAM PARK	59,353
LANGLEY PARK	88,803
KENNISBEE PARK	87,487
NEPAMNE PARK	79,094

PROPOSED DATED MAY 19, 2006

Patrick A. Leonard

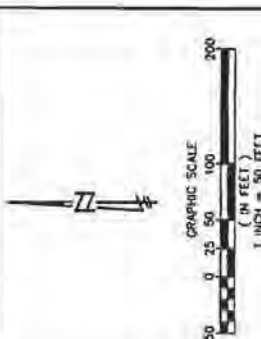
PROFESSIONAL ENGINEER
LICENSE NO. 27560

ISLAND LAKE ORCHARDS

AREA AND VOLUME DATA

ATWILL-HICKS
ENGINEERS & ARCHITECTS
10000 W. 10TH AVENUE, SUITE 100, DENVER, CO 80202-3123
303.750.1000

SHEET
20
OF
25



NORTHING	EASTING	NORTHING	EASTING
608	53241.6508	7802.7842	0.748
609	53242.1853	7818.7727	0.748
610	53242.7198	7834.7612	0.748
611	53243.2543	7850.7497	0.748
612	53243.7888	7866.7382	0.748
613	53244.3233	7882.7267	0.748
614	53244.8578	7898.7152	0.748
615	53245.3923	7914.7037	0.748
616	53245.9268	7930.6922	0.748
617	53246.4613	7946.6807	0.748
618	53246.9958	7962.6692	0.748
619	53247.5303	7978.6577	0.748
620	53248.0648	7994.6462	0.748
621	53248.5993	8010.6347	0.748
622	53249.1338	8026.6232	0.748
623	53249.6683	8042.6117	0.748
624	53250.2028	8058.6002	0.748
625	53250.7373	8074.5887	0.748
626	53251.2718	8090.5772	0.748
627	53251.8063	8106.5657	0.748
628	53252.3408	8122.5542	0.748
629	53252.8753	8138.5427	0.748
630	53253.4098	8154.5312	0.748
631	53253.9443	8170.5197	0.748
632	53254.4788	8186.5082	0.748
633	53255.0133	8202.4967	0.748
634	53255.5478	8218.4852	0.748
635	53256.0823	8234.4737	0.748
636	53256.6168	8250.4622	0.748
637	53257.1513	8266.4507	0.748
638	53257.6858	8282.4392	0.748
639	53258.2203	8298.4277	0.748
640	53258.7548	8314.4162	0.748
641	53259.2893	8330.4047	0.748
642	53259.8238	8346.3932	0.748
643	53260.3583	8362.3817	0.748
644	53260.8928	8378.3702	0.748
645	53261.4273	8394.3587	0.748
646	53261.9618	8410.3472	0.748
647	53262.4963	8426.3357	0.748
648	53263.0308	8442.3242	0.748
649	53263.5653	8458.3127	0.748
650	53264.0998	8474.3012	0.748
651	53264.6343	8490.2897	0.748
652	53265.1688	8506.2782	0.748
653	53265.7033	8522.2667	0.748
654	53266.2378	8538.2552	0.748
655	53266.7723	8554.2437	0.748
656	53267.3068	8570.2322	0.748
657	53267.8413	8586.2207	0.748
658	53268.3758	8602.2092	0.748
659	53268.9103	8618.1977	0.748
660	53269.4448	8634.1862	0.748
661	53269.9793	8650.1747	0.748
662	53270.5138	8666.1632	0.748
663	53271.0483	8682.1517	0.748
664	53271.5828	8698.1402	0.748
665	53272.1173	8714.1287	0.748
666	53272.6518	8730.1172	0.748
667	53273.1863	8746.1057	0.748
668	53273.7208	8762.0942	0.748
669	53274.2553	8778.0827	0.748
670	53274.7898	8794.0712	0.748
671	53275.3243	8810.0597	0.748
672	53275.8588	8826.0482	0.748
673	53276.3933	8842.0367	0.748
674	53276.9278	8858.0252	0.748
675	53277.4623	8874.0137	0.748
676	53277.9968	8890.0022	0.748
677	53278.5313	8905.9907	0.748
678	53279.0658	8921.9792	0.748
679	53279.6003	8937.9677	0.748
680	53280.1348	8953.9562	0.748
681	53280.6693	8969.9447	0.748
682	53281.2038	8985.9332	0.748
683	53281.7383	9001.9217	0.748
684	53282.2728	9017.9102	0.748
685	53282.8073	9033.8987	0.748
686	53283.3418	9049.8872	0.748
687	53283.8763	9065.8757	0.748
688	53284.4108	9081.8642	0.748
689	53284.9453	9097.8527	0.748
690	53285.4798	9113.8412	0.748
691	53286.0143	9129.8297	0.748
692	53286.5488	9145.8182	0.748
693	53287.0833	9161.8067	0.748
694	53287.6178	9177.7952	0.748
695	53288.1523	9193.7837	0.748
696	53288.6868	9209.7722	0.748
697	53289.2213	9225.7607	0.748
698	53289.7558	9241.7492	0.748
699	53290.2903	9257.7377	0.748
700	53290.8248	9273.7262	0.748

NORTHING	EASTING	NORTHING	EASTING
608	53241.6508	7802.7842	0.748
609	53242.1853	7818.7727	0.748
610	53242.7198	7834.7612	0.748
611	53243.2543	7850.7497	0.748
612	53243.7888	7866.7382	0.748
613	53244.3233	7882.7267	0.748
614	53244.8578	7898.7152	0.748
615	53245.3923	7914.7037	0.748
616	53245.9268	7930.6922	0.748
617	53246.4613	7946.6807	0.748
618	53246.9958	7962.6692	0.748
619	53247.5303	7978.6577	0.748
620	53248.0648	7994.6462	0.748
621	53248.5993	8010.6347	0.748
622	53249.1338	8026.6232	0.748
623	53249.6683	8042.6117	0.748
624	53250.2028	8058.6002	0.748
625	53250.7373	8074.5887	0.748
626	53251.2718	8090.5772	0.748
627	53251.8063	8106.5657	0.748
628	53252.3408	8122.5542	0.748
629	53252.8753	8138.5427	0.748
630	53253.4098	8154.5312	0.748
631	53253.9443	8170.5197	0.748
632	53254.4788	8186.5082	0.748
633	53255.0133	8202.4967	0.748
634	53255.5478	8218.4852	0.748
635	53256.0823	8234.4737	0.748
636	53256.6168	8250.4622	0.748
637	53257.1513	8266.4507	0.748
638	53257.6858	8282.4392	0.748
639	53258.2203	8298.4277	0.748
640	53258.7548	8314.4162	0.748
641	53259.2893	8330.4047	0.748
642	53259.8238	8346.3932	0.748
643	53260.3583	8362.3817	0.748
644	53260.8928	8378.3702	0.748
645	53261.4273	8394.3587	0.748
646	53261.9618	8410.3472	0.748
647	53262.4963	8426.3357	0.748
648	53263.0308	8442.3242	0.748
649	53263.5653	8458.3127	0.748
650	53264.0998	8474.3012	0.748
651	53264.6343	8490.2897	0.748
652	53265.1688	8506.2782	0.748
653	53265.7033	8522.2667	0.748
654	53266.2378	8538.2552	0.748
655	53266.7723	8554.2437	0.748
656	53267.3068	8570.2322	0.748
657	53267.8413	8586.2207	0.748
658	53268.3758	8602.2092	0.748
659	53268.9103	8618.1977	0.748
660	53269.4448	8634.1862	0.748
661	53269.9793	8650.1747	0.748
662	53270.5138	8666.1632	0.748
663	53271.0483	8682.1517	0.748
664	53271.5828	8698.1402	0.748
665	53272.1173	8714.1287	0.748
666	53272.6518	8730.1172	0.748
667	53273.1863	8746.1057	0.748
668	53273.7208	8762.0942	0.748
669	53274.2553	8778.0827	0.748
670	53274.7898	8794.0712	0.748
671	53275.3243	8810.0597	0.748
672	53275.8588	8826.0482	0.748
673	53276.3933	8842.0367	0.748
674	53276.9278	8858.0252	0.748
675	53277.4623	8874.0137	0.748
676	53277.9968	8890.0022	0.748
677	53278.5313	8905.9907	0.748
678	53279.0658	8921.9792	0.748
679	53279.6003	8937.9677	0.748
680	53280.1348	8953.9562	0.748
681	53280.6693	8969.9447	0.748
682	53281.2038	8985.9332	0.748
683	53281.7383	9001.9217	0.748
684	53282.2728	9017.9102	0.748
685	53282.8073	9033.8987	0.748
686	53283.3418	9049.8872	0.748
687	53283.8763	9065.8757	0.748
688	53284.4108	9081.8642	0.748
689	53284.9453	9097.8527	0.748
690	53285.4798	9113.8412	0.748
691	53286.0143	9129.8297	0.748
692	53286.5488	9145.8182	0.748
693	53287.0833	9161.8067	0.748
694	53287.6178	9177.7952	0.748
695	53288.1523	9193.7837	0.748
696	53288.6868	9209.7722	0.748
697	53289.2213	9225.7607	0.748
698	53289.7558	9241.7492	0.748
699	53290.2903	9257.7377	0.748
700	53290.8248	9273.7262	0.748

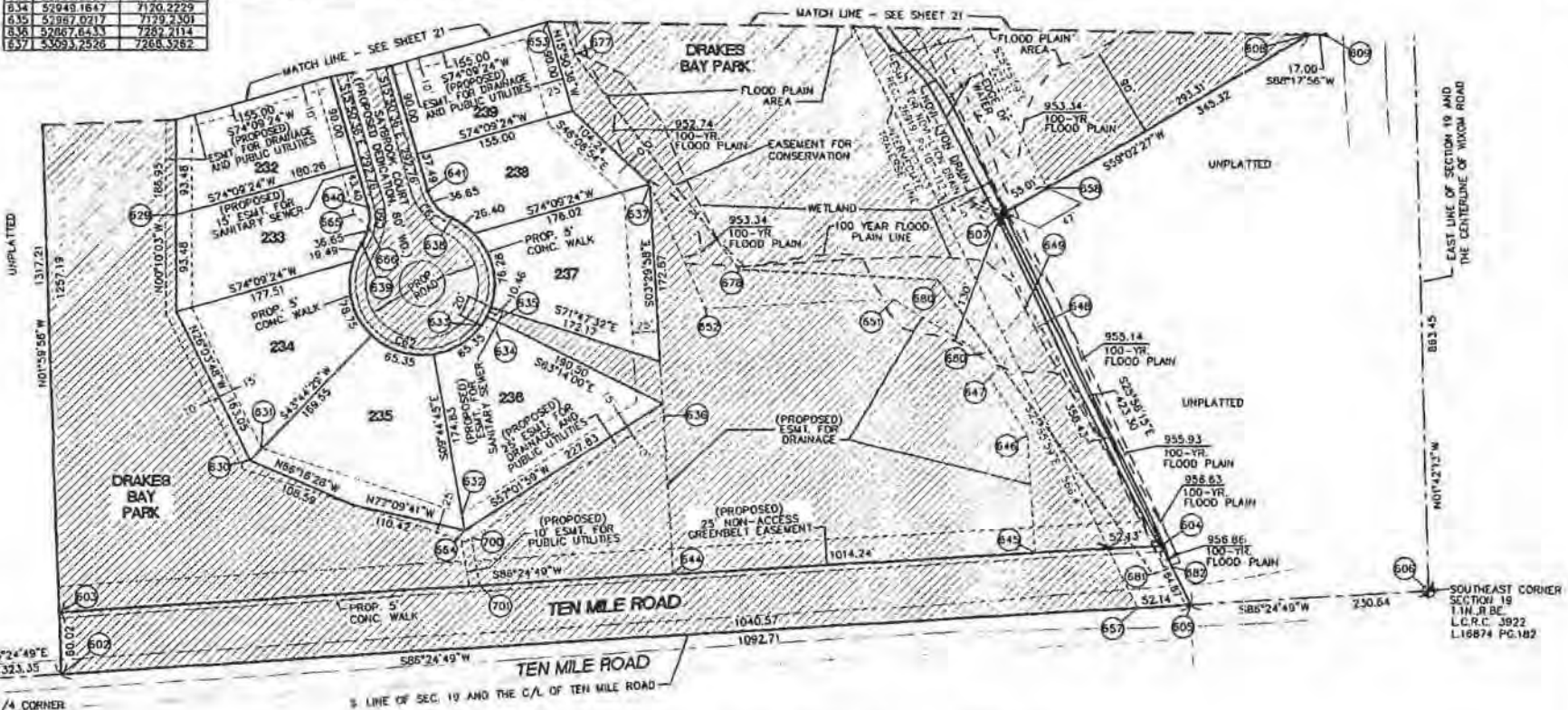
CURVE LENGTH	RADIUS	DELTA	CHD. BRC.	CHORD	
C38	334.45	350.00	36°09'22"	507.105 W	251.83
C39	236.59	470.00	36°09'22"	507.105 W	251.83

ARC	RADIUS	DELTA	CHD. BRC.	CHORD
A1	140.83	90°	507.105 W	251.83
A2	140.83	90°	507.105 W	251.83
A3	140.83	90°	507.105 W	251.83
A4	140.83	90°	507.105 W	251.83
A5	140.83	90°	507.105 W	251.83
A6	140.83	90°	507.105 W	251.83
A7	140.83	90°	507.105 W	251.83
A8	140.83	90°	507.105 W	251.83
A9	140.83	90°	507.105 W	251.83
A10	140.83	90°	507.105 W	251.83
A11	140.83	90°	507.105 W	251.83
A12	140.83	90°	507.105 W	251.83
A13	140.83	90°	507.105 W	251.83
A14	140.83	90°	507.105 W	251.83
A15	140.83	90°	507.105 W	251.83
A16	140.83	90°	507.105 W	251.83
A17	140.83	90°	507.105 W	251.83
A18	140.83	90°	507.105 W	251.83
A19	140.83	90°	507.105 W	251.83
A20	140.83	90°	507.105 W	251.83

ARC	RADIUS	DELTA	CHD. BRC.	CHORD
A21	140.83	90°	507.105 W	251.83
A22	140.83	90°	507.105 W	251.83
A23	140.83	90°	507.105 W	251.83
A24	140.83	90°	507.105 W	251.83
A25	140.83	90°	507.105 W	251.83
A26	140.83	90°	507.105 W	251.83
A27	140.83	90°	507.105 W	251.83
A28	140.83	90°	507.105 W	251.83
A29	140.83	90°	507.105 W	251.83
A30	140.83	90°	507.105 W	251.83
A31	140.83	90°	507.105 W	251.83
A32	140.83	90°	507.105 W	251.83
A33	140.83	90°	507.105 W	251.83
A34	140.83	90°	507.105 W	251.83
A35	140.83	90°	507.105 W	251.83
A36	140.83	90°	507.105 W	251.83
A37	14			

#	NORTHING	EASTING	#	NORTHING	EASTING	#	NORTHING	EASTING
601	52532.2467	5330.4813	638	52060.2412	7077.4866	651	52547.0539	7168.5806
602	52615.0759	6701.2443	639	52035.6705	6990.9055	652	52680.1160	7719.7747
603	52675.0133	6699.1501	640	52070.7149	6996.3526	653	52090.7957	7651.2645
604	52741.7166	7763.4342	641	52087.0954	7054.2733	654	52755.0793	7080.2789
605	52683.3773	7791.8094	644	52712.1679	7291.9775	655	52063.2298	6982.9427
606	52697.8044	6721.9777	645	52714.0171	7640.5071	671	52210.0132	7124.3593
607	52664.6392	7696.8924	646	52849.1180	7633.2767	678	52010.7673	7154.6820
608	53241.8808	7802.7842	647	52905.3730	7598.7802	679	52258.0197	7617.9799
609	53242.1853	7810.7722	648	52954.0886	7810.6962	680	52001.4832	7546.4027
629	52603.2535	6811.7953	649	52973.4797	7530.1136	681	52713.8902	7754.8712
630	52823.3059	6883.2075	650	52928.7520	7590.7200	682	52720.6431	7773.6840
631	52935.3741	6894.0306	651	52982.7410	7504.0722	683	52868.7564	7814.5257
632	52771.4131	7087.9406	652	52973.2164	7472.3318	684	53191.0543	7558.4455
633	52956.2435	7106.1892						
634	52948.1647	7120.2229						
635	52987.0217	7179.2301						
636	52987.6433	7287.2114						
637	52953.2526	7268.3262						

CURVE	LENGTH	RADIUS	DELTA	CHD. BRG.	CHORD
C60	36.65	42.00	49°59'41"	N09°09'15"E	35.50
C61	36.65	42.00	49°59'41"	S40°50'27"E	35.50
C62	342.07	70.00	278°59'23"	N74°02'24"E	90.00



SOUTH 1/4 CORNER SECTION 19
T.M.R.BE
L.C.R.C. 3927
L16874, PG.187

NOTES:

THE ROADS AND STRUCTURES RELATED TO THE ROADS AS SHOWN ON THIS PLAN "MUST BE BUILT". RESIDENCES AND OTHER STRUCTURES AND IMPROVEMENTS WITHIN EACH OF THE UNITS "NEED NOT BE BUILT".

ALL ROADS AND RELATED "ISLANDS" MUST BE BUILT.

① DENOTES COORDINATE POINT NUMBER.

* INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.

- LIMITED COMMON ELEMENT
- GENERAL COMMON ELEMENT
- I INDICATES A UNIT NUMBER.

SEE SHEETS 24 AND 25 FOR FLOOD PLAIN PLAN.

ALL OF THE UNITS AND COMMON ELEMENTS ARE DESIGNATED AS "CONVERTIBLE AREAS", SUBJECT TO CONVERSION PURSUANT TO ARTICLE X OF THE MASTER DEED.

DRAKES BAY DRIVE IS SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF THE CONDOMINIUM THAT WILL TERMINATE ONCE DRAKES BAY DRIVE HAS BEEN ACCEPTED FOR DEDICATION.

PORTIONS OF THE CONDOMINIUM ARE SUBJECT TO A CONSERVATION EASEMENT AS DESCRIBED IN ARTICLE VII, SECTION 12 OF THE MASTER DEED OF ISLAND LAKE ORCHARDS AND IN ARTICLE V, SECTION 25 OF THE BY-LAWS ATTACHED AS EXHIBIT A TO THE MASTER DEED.

THE SIDEWALKS SHOWN AS BEING LOCATED ADJACENT TO THE FRONT OR SIDE YARDS OF A UNIT SHALL BE CONSTRUCTED IN CONNECTION WITH THE CONSTRUCTION OF THE RESIDENCE ON THE UNIT SO THAT SIDEWALKS DO NOT HAVE TO BE REPAIRED OR REPLACED AS A RESULT OF DAMAGE CAUSED BY CONSTRUCTION TRAFFIC. SIDEWALKS LOCATED ADJACENT TO GENERAL COMMON ELEMENT AREAS ARE TO BE CONSTRUCTED BY THE DEVELOPER. THE SIDEWALKS SHOWN ON THIS PLAN ARE DESIGNATED AS "NEED NOT BE BUILT" FOR PURPOSES OF SECTION 66 OF THE CONDOMINIUM ACT.

Patricia A. Keast
PATRICIA A. KEAST
REGISTERED SURVEYOR NO. 51940

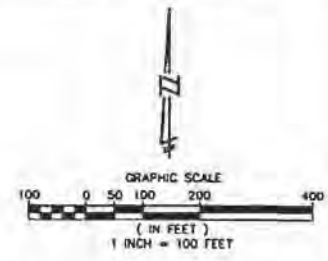
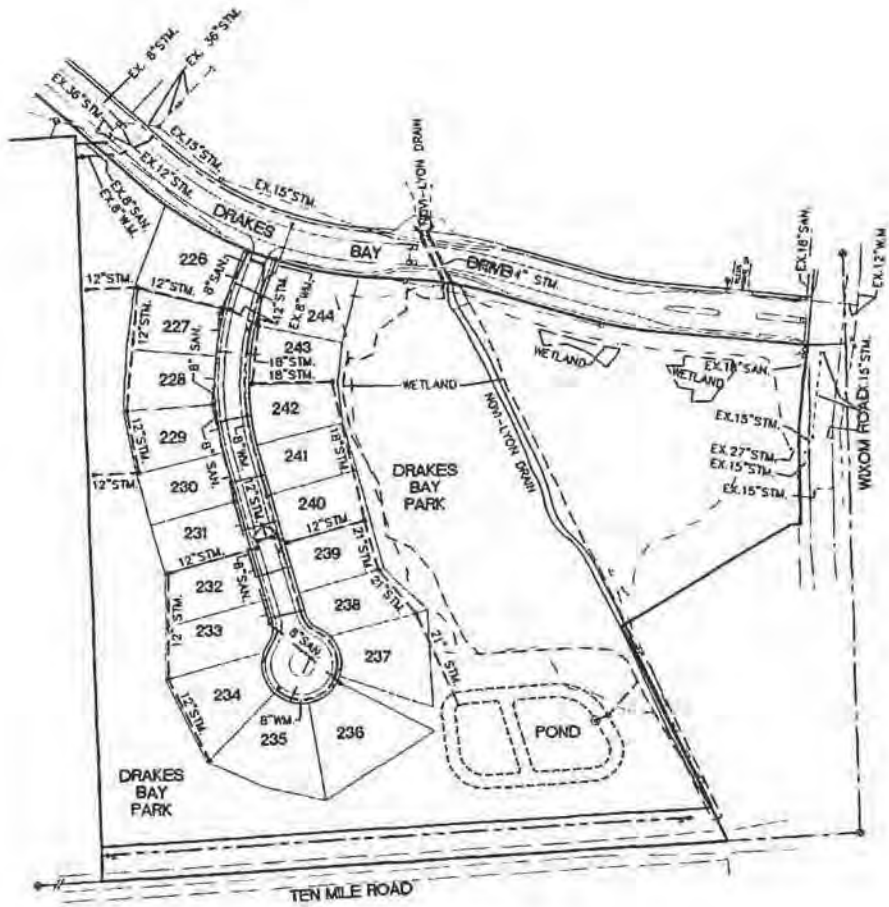
PROPOSED DATED
MAY 19, 2006

ISLAND LAKE ORCHARDS

SITE PLAN - UNITS 232-239

ATWELL-NICKS
Civil Engineers, Surveyors, Planners
2000 Woodward Ave., Suite 1000
Ann Arbor, MI 48106-1000
Phone: 734.769.1100

PROJECT NO. 06-001-01
SHEET
22
OF
25



NOTES:

THE ROADS AND STRUCTURES RELATED TO THE ROADS AS SHOWN ON THIS PLAN "MUST BE BUILT". RESIDENCES AND OTHER STRUCTURES AND IMPROVEMENTS WITHIN EACH OF THE UNITS "NEED NOT BE BUILT".

ALL UTILITY MAINS AND LEADS, AS DEPICTED, ARE BUILT. UTILITY LEADS LOCATED OUTSIDE EASEMENT AREAS NEED NOT BE BUILT.

ALL WATER MAIN SIZES ARE 8" UNLESS OTHERWISE NOTED.

ALL WATER LEADS ARE 1".

ALL SANITARY SEWER ARE 8" UNLESS OTHERWISE NOTED.

ALL SANITARY SEWER LEADS ARE 6".

ALL STORM SEWER SIZES ARE AS NOTED.

ALL STORM SEWER LEADS ARE 4".

THE SIDEWALKS SHOWN AS BEING LOCATED ADJACENT TO THE FRONT OR SIDE YARDS OF A UNIT SHALL BE CONSTRUCTION IN CONNECTION WITH THE CONSTRUCTION OF THE RESIDENCE ON THE UNIT SO THAT SIDEWALKS DO NOT HAVE TO BE REPAIRED OR REPLACED AS A RESULT OF DAMAGE CAUSED BY CONSTRUCTION TRAFFIC. SIDEWALKS LOCATED ADJACENT TO GENERAL COMMON ELEMENT AREAS ARE TO BE CONSTRUCTED BY THE DEVELOPER. THE SIDEWALKS SHOWN ON THIS PLAN ARE DESIGNATED AS "NEED NOT BE BUILT" FOR PURPOSES OF SECTION 66 OF THE CONDOMINIUM ACT.

LEGEND	UTILITY	SOURCE OF LOCATION
---	WATER MAIN	SEIBER, KEAST AND ASSOCIATES, INC.
---	WATER MAIN LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
---	SANITARY SEWER	SEIBER, KEAST AND ASSOCIATES, INC.
---	6" SANITARY SEWER LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
---	STORM SEWER	SEIBER, KEAST AND ASSOCIATES, INC.
---	4" STORM SEWER LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
---	GAS	CONSUMERS ENERGY
---	ELECTRIC	DETROIT EDISON
---	TELEPHONE	SBC
---	CABLE TELEVISION	BRIGHTHOUSE NETWORKS

*WILL BE SHOWN ON AS-BUILT DRAWINGS.

PROPOSED DATED
MAY 19, 2006

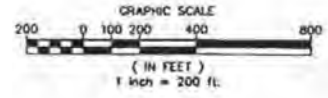
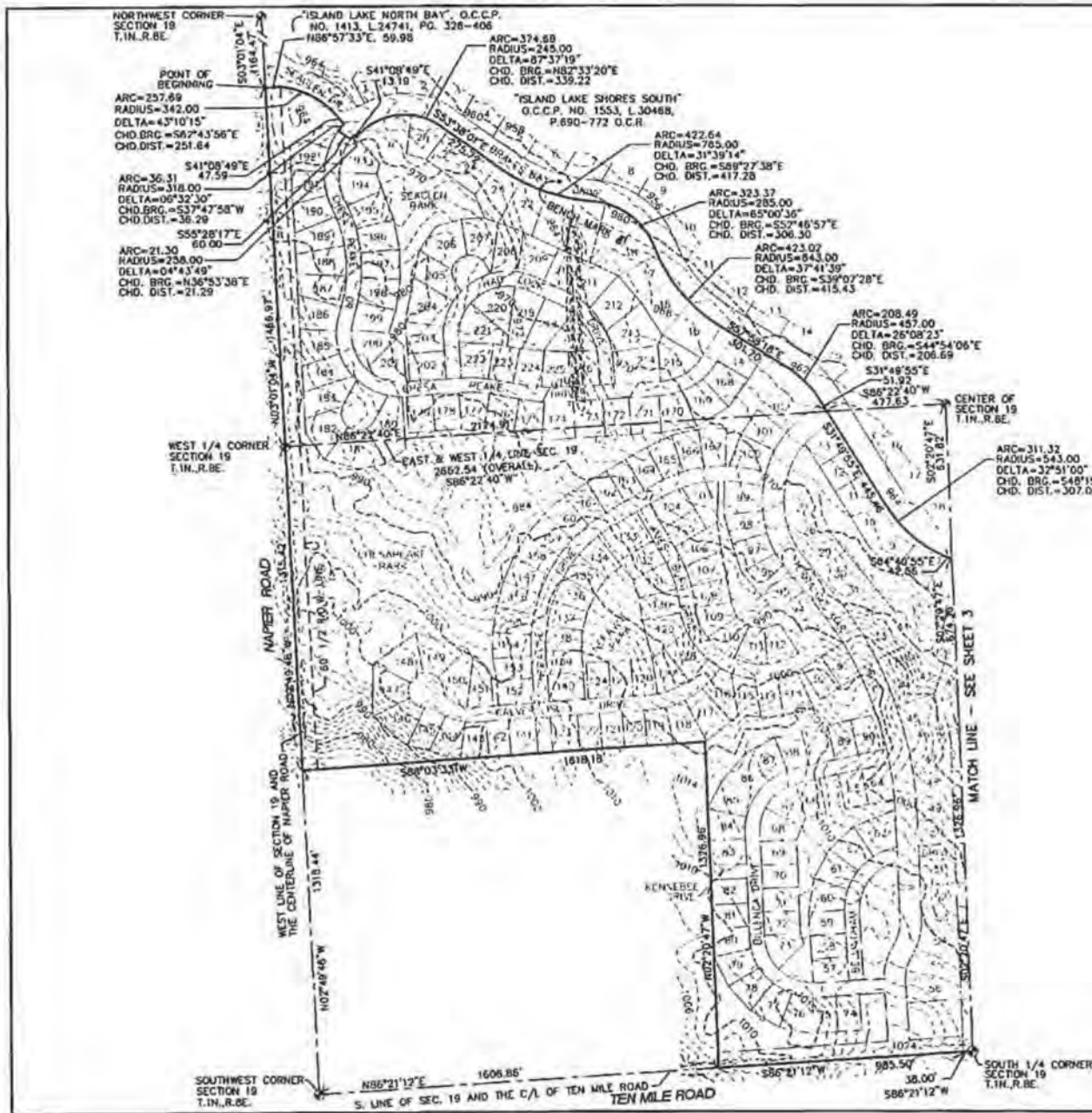
Patrick G. Keast
 PATRICK G. KEAST
 ENGINEER NO. 27580

ISLAND LAKE ORCHARDS
UTILITY PLAN - UNITS 226-244

ATWELL-HICKS
 Engineering • Surveying • Planning
 Environmental • Water Resources

10000 BROADWAY SUITE 1000 WILSON, MI 48095-1000
 (248) 391-1000

REVISED SHEET 1
 SHEET
 23
 OF
 25



NOTE: ALL CONTOURS SHOWN ARE PRE-CONSTRUCTION

PROPOSED DATED
MAY 19, 2006

**ISLAND LAKE ORCHARDS
FLOOD PLAIN PLAN - SHEET 1 OF 2**

Michael L. Mallick
MICHAEL L. MALICK
P.E. NO. 32944

ATWELL-HICER
Professional Land Surveyors
Michigan License No. 29249

MALICK AND ASSOCIATES, L.L.C.
LAND SURVEYORS

FOR FILE - 2006-07-27

SHEET
24
OF
25

Michigan Department of Consumer and Industry Services

Filing Endorsement

***This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT
for***

ISLAND LAKE ORCHARDS ASSOCIATION

ID NUMBER: 785382

***received by facsimile transmission on June 25, 2003 is hereby endorsed filed on
June 30, 2003 by the Administrator. The document is effective on the date filed,
unless a subsequent effective date within 90 days after received date is stated in the
document.***



***In testimony whereof, I have hereunto set my
hand and affixed the Seal of the Department,
in the City of Lansing, this 30th day
of June, 2003.***

A handwritten signature in black ink, appearing to read "Andrew S. Mitchell".

, Director

Bureau of Commercial Services

CAS-502 (4/98)

MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES - BUREAU OF COMMERCIAL SERVICES		
Date Received		(FOR BUREAU USE ONLY) This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.
Dean J. Gould, Esq. Jackier, Gould, Bean, Upfal & Eizelman Second Floor, 121 West Long Lake Road Bloomfield Hills, Michigan 48304-2719		EFFECTIVE DATE:

† Document will be returned to the name and address you enter above ?
If left blank document will be mailed to the registered office.

ARTICLES OF INCORPORATION
For use by Domestic Nonprofit Corporations
(Please read information and instructions on last page)

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:

ARTICLE I - NAME

The name of the corporation is: ISLAND LAKE ORCHARDS ASSOCIATION

ARTICLE II - PURPOSES

The purposes for which the corporation is formed are as follows:

- (a) To manage and administer the affairs of and to maintain a certain condominium development known as Island Lake Orchards (hereinafter referred to herein as the "Condominium");
- (b) To levy and collect assessments against and from the members of the corporation and to use the proceeds thereof for the purposes of the corporation;
- (c) To carry insurance and to collect and allocate the proceeds thereof;
- (d) To rebuild improvements after casualty;
- (e) To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance and administration of said Condominium;
- (f) To make and enforce reasonable regulations concerning the use and enjoyment of said Condominium;
- (g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property, including, but not limited to, any Unit in the Condominium, any easements or licenses or any other real property, whether or not contiguous to the Condominium, or the purpose of providing benefit to the members of the corporation and in furtherance of any of the purposes of the corporation;
- (h) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;

ARTICLE II - PURPOSES (Continued)

- (i) To enforce the provisions of the Master Deed and Bylaws of the Condominium and of these Articles of Incorporation and such Bylaws and rules and regulations of this corporation as may hereinafter be adopted;
- (j) To do anything required of or permitted to it as administrator of said Condominium by the Condominium Master Deed or Bylaws or by Act No. 59 of Public Acts of 1978, as amended; and
- (k) In general, to enter into any kind of activity, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of said Condominium and to the accomplishment of any of the purposes thereof.

ARTICLE III - BASIS OF ORGANIZATION AND ASSETS

Said corporation is organized upon a non-stock, membership basis.

The value of assets which said corporation possesses is:

Real Property:	None
Personal Property:	None

Said corporation is to be financed under the following general plan: Assessment of members.

ARTICLE IV - ADDRESS AND RESIDENT AGENT

1. The address of the first registered office is:
30500 Northwestern Highway, Suite 400
Farmington Hills, Michigan 48334
2. The mailing address of the registered office if different than above:
3. The name of the first resident agent at the registered office is: Keith Anderson

ARTICLE V - INCORPORATOR

The name of the incorporator is Toll MI II Limited Partnership, a Michigan limited partnership, and its place of business is 30500 Northwestern Highway, Suite 400, Farmington Hills, Michigan 48334.

ARTICLE VI - EXISTENCE

The term of corporate existence is perpetual.

ARTICLE VII - MEMBERSHIP AND VOTING

The qualifications of members, the manner of their admission to the corporation, the termination of membership, and voting by such members shall be as follows:

- (a) The Developer of the Condominium and each Co-owner of a Unit in the Condominium shall be members of the corporation, and no other person or entity shall be entitled to membership; except that the subscriber hereto shall be a member of the corporation until such time as his membership shall terminate, as hereinafter provided.

ARTICLE VII - MEMBERSHIP AND VOTING (Continued)

- (b) Membership in the corporation (except with respect to the incorporator, who shall cease to be a member upon the recording of the Master Deed) shall be established by acquisition of fee simple title to a Unit in the Condominium and by recording with the Register of Deeds of Oakland County, Michigan, a deed or other instrument establishing a change or record title to such Unit and the furnishing of evidence of same satisfactory to the corporation (except that the Developer of the Condominium shall become a member immediately upon establishment of the Condominium) the new Co-owner thereby becoming a member of the corporation, and the membership of the prior Co-owner thereby being terminated. The Developer's membership shall continue until the Developer no longer owns any Unit in the Condominium.
- (c) The share of a member in the funds and assets of the corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to the Co-owner's Unit in the Condominium.
- (d) Voting by members shall be in accordance with the provisions of the By-Laws of this corporation.

ARTICLE VIII - LIMITATION OF LIABILITY OF DIRECTORS AND OFFICERS

No volunteer director and/or volunteer officer, as those terms are defined in Act 162, Public Acts of 1982, as amended ("Act"), shall be personally liable to the corporation or its members for monetary damages for breach of the director's or officer's fiduciary duty, provided that the foregoing shall not eliminate the liability of a director or an officer for any of the following: (i) breach of the director's or officer's duty of loyalty to the corporation or its members; (ii) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law; (iii) a violation of Section 551(1) of the Act; (iv) a transaction from which the director or officer derived an improper personal benefit; (v) an act or omission occurring before the effective date of the provision granting limited liability; or (vi) an act or omission that is grossly negligent. If the Act hereafter is amended to authorize the further elimination of limitation of the liability of directors or officers, then the liability of a director or an officer of the corporation, in addition to the limitation on personal liability contained herein, shall be limited to the fullest extent permitted by the amended Act. No amendment or repeal of this Article VIII shall apply to or have any effect on the liability of any director or officer of the corporation for or with respect to any acts or omissions of such director or officer occurring prior to such amendment or repeal.

ARTICLE IX - ASSUMPTION OF LIABILITY OF VOLUNTEERS

The corporation hereby assumes liability for all acts or omissions of all volunteer directors, volunteer officers, or other volunteers, if all of the following are met: (i) the volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority; (ii) the volunteer was acting in good faith; (iii) the volunteer's conduct did not amount to gross negligence or willful and wanton misconduct; (iv) the volunteer's conduct was not an intentional tort; and (v) the volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in Section 3135 of the Insurance code of 1956, Act No. 218 of the Public Act of 1956, being Section 500.3135 of the Michigan Compiled Laws.

ARTICLE X - JUDICIAL ACTIONS AND CLAIMS

The requirements of this Article shall govern the corporation's commencement and conduct of any civil action except for actions to enforce the Bylaws of the Corporation or collect delinquent assessments. The requirements of this Article will ensure that the members of the corporation are fully informed regarding the prospects and likely costs of any civil actions the corporation proposes to engage in, as well as the ongoing status of any civil actions actually filed by the corporation. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the corporation's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each member of the corporation shall have standing to sue to enforce the requirements of this Article. The following procedures and requirements apply to the corporation's commencement of any civil action other than an action to enforce the Bylaws of the corporation or to collect delinquent assessments:

ARTICLE X - JUDICIAL ACTIONS AND CLAIMS (continued)

(a) The Association's Board of Directors ("Board") shall be responsible in the first instance for recommending to the members that a civil action be filed, and supervising and directing any civil actions that are filed.

(b) Before an attorney is engaged for purposes of filing a civil action on behalf of the corporation, the Board shall call a special meeting of the members of the corporation ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the members of the date, time and place of the litigation evaluation meeting shall be sent to all members not less than twenty (20) days before the date of the meeting and shall include the following information copied onto 8-1/2" x 11" paper:

(1) A certified resolution of the Board setting forth in detail the concerns of the Board giving rise to the need to file a civil action and further certifying that:

- (a) it is in the best interests of the corporation to file a lawsuit;
- (b) that at least one Board member has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the corporation, without success;
- (c) litigation is the only prudent, feasible and reasonable alternative; and
- (d) the Board's proposed attorney for the civil action is of the written opinion that litigation is the corporation's most reasonable and prudent alternative.

(2) A written summary of the relevant experience of the attorney ("litigation attorney") the Board recommends be retained to represent the corporation in the proposed civil action, including the following information: (a) the number of years the litigation attorney has practiced law; and (b) the name and address of every condominium and homeowner association for which the attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was filed.

(3) The litigation attorney's written estimate of the amount of the corporation's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.

(4) The litigation attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("total estimated cost"). The total estimated cost of the civil action shall include the litigation attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.

(5) The litigation attorney's proposed written fee agreement.

(6) The amount to be specially assessed against each Unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per Unit basis, as required by subparagraph (f) of this Article.

(c) If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the members of the corporation have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to the members with the written notice of the litigation evaluation meeting.

(d) The corporation shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action. The corporation shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the members in the text of the corporation's written notice to the members of the litigation evaluation meeting.

ARTICLE X - JUDICIAL ACTIONS AND CLAIMS (continued)

(e) At the litigation evaluation meeting the members shall vote on whether to authorize the Board to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the corporation (other than a suit to enforce the Condominium Bylaws or collect delinquent assessments) shall require the approval of a majority in number and in value of the members of the corporation. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting. Notwithstanding any other provision in these Articles, no litigation shall be initiated by the corporation against the Developer of the Condominium until such litigation has been approved by an affirmative vote of seventy-five (75%) percent of all members of the Association in number and value attained after a litigation evaluation meeting held specifically for the purpose of approving such action.

(f) All legal fees incurred in pursuit of any civil action that is subject of this Article shall be paid by special assessment of the members of the corporation ("litigation special assessment"). The litigation special assessment shall be approved at the litigation evaluation meeting (or any subsequent duly called and noticed meeting) by a majority in number and in value of all members of the corporation in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board is not retained, the litigation special assessment shall be adjusted to an amount equal to the retained attorney's estimated total cost of the civil action, as estimated by the attorney actually retained by the corporation. The litigation special assessment shall be apportioned to the members in accordance with their respective percentage of value interests in the Condominium and shall be collected from the members on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty four (24) months.

(g) During the course of any civil action authorized by the members pursuant to this Article, the retained attorney shall submit a written report ("attorney's written report") to the Board every thirty (30) days setting forth:

(1) The attorney's fees, the fees of any experts retained by the attorney, and all other costs of the litigation during the thirty (30) day period immediately preceding the date of the attorney's written report ("reporting period").

(2) All actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.

(3) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but not limited to, settlement discussions.

(4) The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action.

(5) Whether the originally estimated total cost of the civil action remains accurate.

(h) The Board shall meet monthly during the course of any civil action to discuss and review:

(1) the status of the litigation;

(2) the status of settlement efforts, if any; and

(3) the attorney's written report.

(i) If, at any time during the course of a civil action, the Board determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the members, the Board shall call a special meeting of the members to review the status of the litigation, and to allow the members to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

(j) The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action subject to this Articles ("litigation expenses") shall be fully disclosed to the members in the corporation's annual budget. The litigation expenses for each civil action subject to this Article shall be listed as a separate line item captioned "litigation expenses" in the corporation's annual budget.

20th 78101

ARTICLE XI - AMENDMENTS

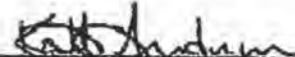
These Articles of Incorporation may only be amended by the affirmative vote of two-thirds (2/3's) of all members of the corporation.

Signed this 25th day of June, 2003.

INCORPORATOR:

TOLL MI II LIMITED PARTNERSHIP,
a Michigan limited partnership

By: **TOLL MI GP CORP.,**
a Michigan corporation
Its: **General Partner**

By: 
KEITH ANDERSON
Its: **Vice-President**

2025317.1.00001:007.0000
June 10, 2003

2489322192 P. 02/02

OPERATIONS

JUN-25-2003 14:32

06/25/2003 02:38PM

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU**

Date Received

(FOR BUREAU USE ONLY)

JUL 30 2019

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

TranInfo: 23768385-1 07/29/19
Chk#: 25131 Amt: \$10.00
ID: 800898000

FILED

JUL 31 2019

ADMINISTRATOR
CORPORATIONS DIVISION

Name		
Stephen M. Guerra		
Address		
30140 Orchard Lake Road		
City	State	Zip Code
Farmington Hills	MI	48334

EFFECTIVE DATE:

Document will be returned to the name and address you enter above.
If left blank document will be mailed to the registered office.

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

For use by Domestic Profit and Nonprofit Corporations

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is: **Island Lake Orchards Association**

2. The identification number assigned by the Bureau is:

800898000

3. Articles II, VIII, IX and X are deleted in their entirety and New Articles II, VIII, IX, X and XI are added as follows:

SEE ATTACHED ADDENDUM.

Nonprofit corporation only: Member, shareholder, or board approval

The foregoing amendment to the Articles of Incorporation was duly adopted on 10th day of

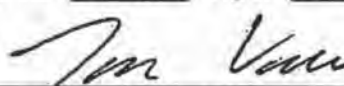
June, 2019 by the (check one of the following)

Member or shareholder approval for nonprofit corporations organized on a membership or share basis

- members or shareholders at a meeting in accordance with Section 611(3) of the Act.
- written consent of the members or shareholders having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act. Written notice to members or shareholders who have not consented in writing has been given. (Note: Written consent by less than all of the members or shareholders is permitted only if such provision appears in the Articles of Incorporation.)
- written consent of all the members or shareholders entitled to vote in accordance with section 407(3) of the Act.

Directors (Only if the Articles state that the corporation is organized on a directorship basis)

- directors at a meeting in accordance with Section 611(3) of the Act.
- written consent of all directors pursuant to Section 525 of the Act.

Nonprofit Corporations	
Signed this <u>24th</u> day of <u>July</u> , 2019	
By <u></u>	
<small>(Signature of President, Vice-President, Chairperson or Vice-Chairperson)</small>	
<u>Tom Valade</u>	<u>President</u>
<small>(Type or Print Name)</small>	<small>(Type or Print Title)</small>

ARTICLE II
Purpose

The purposes for which the Corporation is organized are:

1. Management and Administration. To manage and administer the affairs of and maintenance of Island Lake Orchards (the "Condominium") and the Common Elements thereof, all to the extent set forth in the Condominium Documents for the Condominium.
2. Collecting Assessments. To collect assessments from the members of the corporation and to use the proceeds thereof for the purposes of the Corporation.
3. Insurance. To carry insurance and collect and allocate the proceeds thereof.
4. Rebuild Improvements. To rebuild improvements after casualty, subject to the terms of the Condominium Documents.
5. Contract and Employ Persons. To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium.
6. Real or Personal Property. To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and any easements, rights-of-way and licenses) on behalf of the Corporation in furtherance of any of the purposes of the Corporation.
7. Borrow Money. To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Corporation, and to secure the same by mortgage, pledge, or other lien on property owned by the Corporation; provided, however, that any such action shall also be approved by affirmative vote of two-thirds (2/3rds) of all members entitled to vote.
8. Assign Right to Future Income. To assign its right to future income, including the right to receive member assessment payments.
9. Rules and Regulations. To make rules and regulations in accordance with the Condominium Bylaws.
10. Committees. To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees, or any specific Officers or Directors of the Corporation any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.
11. Enforce Documents. To enforce the provisions of the Condominium Documents.
12. Administrator. To do anything required of or permitted to the Corporation as administrator of the Condominium under the Condominium Documents.

13. General. In general, to enter into any kind of activity, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, repair, replacement and operation of the Condominium and the Corporation.

ARTICLE VIII

Claims against Directors and Volunteer Officers; Assumption of Volunteer Liability by the Corporation

1. Claims against Directors and Volunteer Officers. Under all circumstances except those listed immediately below, no person or entity shall bring or maintain a claim for monetary damages against a director or volunteer officer of the Corporation for a director's or volunteer officer's acts or omissions. Any such claim shall be brought and maintained against the Corporation. This provision cannot eliminate liability for:

- (a) The amount of a financial benefit received by a director or volunteer officer to which he or she is not entitled;
- (b) Intentional infliction of harm on the Corporation, its shareholders, or members;
- (c) A violation of section 551;
- (d) An intentional criminal act;
- (e) A liability imposed under section 497(a).

2. Assumption of Volunteer Liability. The Corporation shall assume, pay for, and undertake all obligations and liability for any and all acts or omissions of its volunteer directors and volunteer officers if all of the following are met:

- (a) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority.
- (b) The volunteer was acting in good faith.
- (c) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct.
- (d) The volunteer's conduct was not an intentional tort.
- (e) The volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in section 3135 of the insurance code of 1956, Act No. 218 of the Public Acts of 1956, being section 500.3135 of the Michigan Compiled Laws.

ARTICLE IX
Indemnification

In addition to the provisions of Article VIII, the Corporation may indemnify its directors, officers, volunteers, individuals, or persons in the following manner:

1. **Individuals.** The Corporation shall indemnify every Director, officer and volunteer of the Association against all expenses and liabilities, including reasonable attorney fees and amounts paid in settlement incurred by or imposed upon the Director, officer or volunteer in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which the Director, officer or volunteer may be a party or in which they may become by reason of their being or having been a Director, officer or volunteer of the Corporation, whether or not they are a Director, officer or volunteer at the time such expenses are incurred, if the person acted in good faith and in a manner which they reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceeding, had reasonable cause to believe that their conduct was lawful; provided, however, that no indemnification shall be made in respect to any claim, issue, or matter as to which such person shall have been finally adjudged to be liable for gross negligence or misconduct in the performance of his duty to the Corporation unless and only to the extent that a court shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses as the court shall deem proper.

2. **Expenses.** To the extent that a Director, officer, or volunteer has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 1, or in defense of any claim, issue, or matter therein, and indemnification is granted, they shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith and in any action, suit or proceeding brought to enforce the indemnification provided for herein.

3. **Determination of Right to Indemnification.** Except in a situation governed by Section 2, any indemnification under Section 1 (unless ordered by a Court) shall be made by the Corporation only as authorized in the specific case upon determination that indemnification of the Director, officer, or volunteer is proper in the circumstances because they have met the applicable standard of conduct set forth in Section 1. Such determination shall be made (a) by a majority vote of Directors acting at a meeting at which a quorum consisting of Directors who were not parties to such action, suit, or proceeding is present, or (b) if such a quorum is not obtainable (or even if obtainable), and a majority of disinterested Directors so directs, by independent legal counsel (compensated by the Corporation), in a written opinion, or (c) if such a quorum is not obtainable, then by a majority vote of a committee of Directors who are not parties to the action (such committee shall consist of not less than two (2) disinterested Directors), or (d) by the shareholders or members.

4. **Advance Payment of Expenses.** Expenses of each person indemnified hereunder incurred in defending a civil, criminal, administrative, or investigative action, suit, or proceeding (including all appeals), or threat thereof, may be paid by the Corporation in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors, whether a disinterested quorum exists or not, upon receipt of an undertaking by or on behalf of the Director,

officer, or volunteer to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation. The undertaking shall be by unlimited general obligation of the person on whose behalf advances are made, but need not be secured.

5. Rights Not Exclusive. The indemnification or advancement of expenses provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled as a matter of law or under these Articles of Incorporation, the Condominium Documents, or any contractual agreement. However, the total amount of expenses for indemnification from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses. The indemnification provided for in this Article shall continue as to a person who has ceased to be a Director, officer, or volunteer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

6. Directors and Officers Liability Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, officer, or volunteer of the Corporation, or is or was serving at the request of the Corporation as an unpaid, volunteer Director, volunteer officer, or volunteer of another corporation (whether nonprofit or for profit), partnership, joint venture, trust, or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article or of the Michigan Nonprofit Corporation Act.

To the extent that any provision of this Article conflicts with the provisions of Article VIII, the provisions of Article VIII shall control.

ARTICLE X **Action without Meeting**

Any action that may be taken at a Corporation meeting (except for the election or removal of Directors) may be taken without a meeting by written vote or ballot of the Members or Directors, as the case may be. Written votes or ballots shall be solicited in the same manner as provided in the Association's Bylaws for the giving of notice of Corporation meetings. Such solicitations shall specify: (1) the proposed action; (2) that the Member can vote for or against any such proposed action; (3) the percentage of approvals necessary to approve the action; and (4) the time by which written votes must be received to be counted. Approval by written vote or ballot shall be constituted by receipt, within the time specified in the written vote or ballot, of a number of approvals that equals or exceeds the number of votes that would be required for approval if the action were taken at a meeting.

ARTICLE XI **Removal of Directors**

At any annual or special meeting of the Corporation duly called and held, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than 50% of all Members and a successor may then and there be elected to fill any vacancy created. The quorum required to elect any successor of a removed director shall be the normal quorum requirement set forth in the Bylaws. Any director whose removal had been proposed shall be given an opportunity to be heard at the meeting.

LIBER 21518 PG 318

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LIBER 21518 PAGE 318
\$61.00 MISC RECORDING
\$2.00 REINUMENTATION
06/21/2000 08:43:43 A.M. RECEIPT# 44965
PAID RECORDED - OAKLAND COUNTY
G. WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

ISLAND LAKE OF NOVI COMMUNITY ASSOCIATION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions of the Island Lake of Novi Community Association is made this 19th day of June, 2000, by TOLL MI II LIMITED PARTNERSHIP, a Michigan limited partnership whose address is 30840 Northwestern Highway, Suite 270, Farmington Hills, Michigan 48334 (hereinafter sometimes referred to as "Declarant").

RECITALS:

A. On February 9, 1998, the City of Novi and Harvest Land Company, L.L.C. entered into a certain Harvest Lake of Novi Residential Unit Development Agreement (the "Harvest Lake RUD Agreement") constituting land situated in the City of Novi as the "Harvest Lake of Novi Residential Unit Development" pursuant to the provisions of Section 2404 of the City of Novi Zoning Ordinance. The Harvest Lake RUD Agreement was recorded at Liber 18279, Pages 716 through 855, both inclusive, Oakland County Records. The Harvest Lake RUD Agreement was amended by a Harvest Lake of Novi First Amendment of Residential Unit Development Agreement (the "Harvest Lake of Novi First Amendment of RUD Agreement") dated as of July 22, 1999, and recorded at Liber 20818, Pages 15 through 40, both inclusive, Oakland County Records.

B. Declarant is the fee simple owner of a parcel of real property situated in the City of Novi, Oakland County, Michigan and described in the attached Exhibit "A", said parcel being hereinafter referred to as the "Island Lake of Novi Community" or the "Community". Declarant has also acquired fee simple title to additional real property situated in the City of Novi, Oakland County, Michigan, and legally described in the attached Exhibit "B" (the "Additional Land"). The Island Lake of Novi Community, together with the Additional Land, comprise the "Island Lake of Novi Residential Unit Development" (the "Island Lake of Novi RUD"). The Island Lake of Novi RUD is subject to the Harvest Lake RUD Agreement, as amended, and was formerly known as the "Harvest Lake of Novi Residential Unit Development" until Declarant changed the name of the development with the approval of the City of Novi as permitted by paragraph 2 of the Harvest Lake of Novi First Amendment of RUD Agreement. JEP
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C. Pursuant to the Harvest Lake RUD Agreement, as amended, the land included in the Island Lake of Novi RUD is to be developed as one or more platted subdivisions and/or residential condominium developments clustered around a lake located north of Ten Mile Road between Wixom Road and Napier Road. The Harvest Lake RUD Agreement, as amended, requires that the documents prepared and recorded to establish the platted subdivision(s) and

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condominium development(s) within the Island Lake of Novi RUD provide for the establishment of respective homeowners' associations and condominium associations for the administration of the common facilities and amenities constructed within the residential developments established within the Island Lake of Novi RUD. According to the Harvest Lake RUD Agreement, as amended, such associations must be authorized to (i) maintain, repair, and replace common facilities and amenities; (ii) carry insurance with respect to such facilities and (iii) fund the cost of those activities by imposing and collecting assessments from the respective members of the associations. The Harvest Lake RUD Agreement, as amended, further provides that Declarant may establish a parent or master association that includes the members of the respective homeowners and condominium associations if the Declarant determines that a parent or master association would facilitate resolution of concerns common to all of the residents of the Island Lake of Novi RUD.

D. Declarant has determined that certain facilities installed or constructed within the Island Lake of Novi RUD should be administered, maintained, repaired and replaced by a parent or master association with the authority to impose and collect regular and special assessments to fund such activities.

E. Declarant desires to provide for the establishment of the master association and to subject the land included in the Island Lake of Novi Community with the recording of this Declaration to the authority of that association and certain restrictions, all in furtherance of the execution of the Island Lake of Novi RUD. Declarant also wishes to provide for the expansion of the Island Lake of Novi Community to include the Additional Land as specific plans are prepared and approved by the City of Novi for the development of portions of the Additional Land.

NOW, THEREFORE, Declarant hereby declares that the land described in the attached Exhibit "A" is hereby submitted to and incorporated into the Island Lake of Novi Community and the entire condominium established therein, including all units and common elements therein, shall be held, transferred, sold, conveyed, leased, used and occupied subject to the following covenants, conditions, restrictions, easements, charges and liens (as amended from time to time), which shall run with the Island Lake of Novi Community and the entire condominium as may be established therein and all units and common element areas established within said condominium and with any and all portions of the Additional Land as are added to the Island Lake of Novi Community as provided herein. The following covenants, conditions, restrictions, easements, charges and liens (as amended from time to time) shall be binding upon and inure to the benefit of all parties having any right, title or interest in the Island Lake of Novi Community or any part or enlargement thereof, and to the benefit of the heirs, successors and assigns of such parties..

ARTICLE I . DEFINITIONS

As used in this Declaration with initial capital letters, the following terms shall have the meaning ascribed thereto:

1. "Association" shall mean and refer to Island Lake of Novi Community Association, a Michigan non-profit corporation, having its principal office at 30840 Northwestern Highway, Suite 270, Farmington Hills, Michigan 48334.

2. "City" shall mean and refer to the City of Novi, Oakland County, Michigan.

3. "Condominium" shall mean any part of the Island Lake of Novi Community that is established as a condominium by the recording of a Master Deed and required exhibits thereto in conformance with the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended (the "Condominium Act").

4. "Condominium Association" shall mean and refer to the association established to administer the common elements of such Condominium as may be established within the Island Lake of Novi Community as required by the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended (the "Condominium Act").

5. "Condominium Unit" shall mean and refer to any numbered parcel of land or numbered part of a residential structure established and defined as a condominium unit within the Condominium as the term "Condominium" is defined immediately above. Pursuant to the Condominium Act, each Condominium Unit shall be defined and established in the Master Deed recorded to establish the Condominium in which the Condominium Unit is located.

6. "Constituent Association" shall mean and refer to any "Condominium Association" and any "Homeowners' Association" as defined in this Article.

7. "Declarant" shall mean and refer to Toll MI II Limited Partnership, a Michigan limited partnership, or any successor thereto, or any person to whom or which it may expressly assign any one or more of its rights, or delegate any of its authority hereunder, in each case by means of an appropriate document recorded with the Register of Deeds of Oakland County, Michigan, and, in each case, as the context may require.

8. "Homeowners' Association" shall mean and refer to the association established with respect to any Subdivision created within the Island Lake of Novi Community, as said community may be expanded, for the administration and maintenance of the common areas and affairs of such Subdivision.

9. "Lot" shall mean and refer to any numbered parcel of land shown as such upon the recorded Plat of any Subdivision that may be established within the Island Lake of Novi Community.

10. "Member" shall mean and refer to those Persons entitled to membership in the Association, as provided in Article III of this Declaration.

11. "Occupant" shall mean and refer to any Person, holding under an Owner, and entitled by lease, deed, contract or other agreement to use and occupy a dwelling constructed upon a Lot or Condominium Unit or a dwelling comprising a Condominium Unit.

12. "Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Lot or Condominium Unit, including, for such purpose, the land contract vendee, in regard to any Lot or Condominium Unit (rather than the land contract vendor), but not including any mortgagee unless and until such mortgagee shall have acquired such fee simple title pursuant to foreclosure, or any proceeding or conveyance in lieu of foreclosure.

13. "Person" shall mean and refer to any corporation, partnership, trust, association or natural person, or combination thereof, as the context may require.

14. "Site Condominium Unit" shall mean a Condominium Unit that comprises a building site for a detached, single-family residence.

15. "Subdivision" shall mean any part of the Island Lake of Novi Community that is established as a platted subdivision by the recording of a plat in conformance with the Land Division Act, Act 288 of the Public Acts of 1967, as amended.

ARTICLE II
ESTABLISHMENT OF ASSOCIATION;
ASSOCIATION'S AUTHORITY

1. On or before the date of recording of this Declaration, the Declarant shall establish the Association as a Michigan non-profit corporation by filing Articles of Incorporation for that entity with the Corporation Division of the Michigan Department of Consumer and Industry Services. The Association shall have the right and authority to repair, replace and maintain the following common facilities constructed or installed within the Island Lake of Novi Community or upon portions of the Additional Land that may be added to the Island Lake of Novi Community pursuant Article XX of this Declaration:

- (a) The landscaping and signage and such other improvements (such as fountains) as may be installed at the entryways from Wixom Road, Ten Mile Road and Napier Road into the Island Lake of Novi Community, as said Community may be expanded pursuant to this Declaration;¹
- (b) The sprinkler irrigation systems installed to support the landscaping installed at the aforesaid entryways described in paragraph (a) above;
- (c) The wetlands, wetland buffer areas and woodlands throughout the Island Lake of Novi Community, as said Community may be expanded, and the natural and landscaped areas maintained along the perimeters of the Island Lake of Novi Community, as said Community may be expanded; including, without limitation, such land as may be encumbered by conservation easements and such educational outlook as may be created or reserved by easement for the benefit of

¹ Said entryways include the portions of the general common element areas located within the condominium to be known as "Island Lake Vineyards at the junctions of Wixom Road and Island Lake Drive and Glenwood Drive.

the Novi Community School District within a portion of the preserved natural area within the Island Lake of Novi Community, as it may be expanded, in conformance with prior agreements regarding the development by the Novi Community School District of the land located at the northeast corner of Eleven Mile Road and Wixom Road;

- (d) Any roads constructed within the Island Lake of Novi Community, as it may be expanded, that are not accepted for dedication by the City of Novi and that are not included in the common elements or commonly owned or controlled improvements constructed within a Condominium or Subdivision to be maintained by the Constituent Association for such Condominium or Subdivision;
- (e) Any and all sidewalks, safety paths or nature trails that are installed or constructed within the Island Lake of Novi Community, as it may be expanded, that are not included in the common elements or commonly owned or controlled improvements to be maintained by a Constituent Association;
- (f) The storm water detention or retention ponds located and/or installed throughout the Island Lake of Novi Community, as said Community may be expanded; and
- (g) The open areas or park areas fronting on the lake ("Island Lake") located near the center of the Island Lake of Novi Residential Unit Development that is to be set aside for common use and enjoyment (the "Common Frontage Areas") pursuant to the Harvest Lake RUD Agreement, any islands located within Island Lake, and any and all facilities constructed on or adjacent to the Common Frontage Areas for the beneficial use of the Lake as permitted by the Harvest Lake RUD Agreement, including, without limitation, clubhouses, community buildings, marinas, fishing docks, boat slips and swimming platforms. The Common Frontage Areas shall not include any of the frontage on Island Lake that is included in a separate Condominium Unit or Lot.

The Association's right and authority to maintain, repair and replace areas shall apply to any and all portions of Lots or Site Condominium Units encumbered by a conservation easement as described in paragraph (c) above; provided, however, that the encumbrance of such portions of Lots or Site Condominium Units by a conservation easement shall not convert such areas to "common facilities" in the sense that the owners of such Lots or Site Condominium Units shall enjoy exclusive rights of ownership and possession over the encumbered portion of their Lot or Site Condominium Unit, subject to the terms and restrictions set forth in the conservation easement.

The Association's right and authority to maintain, repair and replace areas shall include any and all monitoring activities and/or obligations that may be assigned by Declarant to the Association with respect to wetland or wetland mitigation areas created within the Island Lake of Novi Community, as said Community may be expanded, pursuant to permits issued by the Michigan Department of Environmental Quality.

2. The Association shall carry all risk insurance covering all commonly insured occurrences against all risks of direct physical loss; and against all occurrences commonly

insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership or maintenance, repair or replacement of the common facilities described above. Such insurance may include, but is not limited to, fire and extended coverage, vandalism and malicious mischief, host liability, all inclusive liability insurance and worker's compensation insurance, where applicable and available.

(a) Insurance policies carried by the Association shall, if available without extraordinary premium charges, provide that:

- (1) Each Owner and each Constituent Association is an insured person under the policy with respect to liability arising out of his interest, if any, in the common facilities describe above or his membership in the Association.
- (2) The insurer waives its right to subrogation under the policy against any Owner or any member of such Owner's household or any Constituent Association.
- (3) No act or omission by any Owner or any Constituent Association or officer or director thereof, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition for recovery under the policy.
- (4) If, at the time of a loss under the policy, there is other insurance in the name of an Owner or Constituent Association covering the same risk covered by the policy, the Association's policy provides primary insurance.
- (5) Insurance proceeds must be disbursed first for repairs or restoration of the damaged property, unless repair or replacement of the damaged property would be illegal under any state or local health or safety statute or ordinance.

(b) All premiums of insurance purchased by the Association pursuant to the authority provided in this Declaration shall be expenses of administration includable in the amounts assessed by the Association against the Owners.

(c) Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association and the Owners and their mortgagees, as their interests may appear; provided, however, that any and all such proceeds shall first be applied to the repair or reconstruction of the such common facilities described above as may be damaged.

3. Each Owner appoints the Association as his or her true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance for all insurance for the Association and the common facilities to be maintained by the Association as described above. The Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Owners and the respective mortgagees of such Owners, as their interests may appear (subject to limiting or defining provisions of this Declaration), to execute

releases of liability and to execute all documents and to do all things on behalf of the Association and any of its members as shall be necessary to accomplish the foregoing.

4. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Owners with respect to the common facilities maintained by the Association as described above; provided that any such rule or regulation shall be consistent with the Harvest Lake RUD Agreement, as amended, and the City of Novi Zoning Ordinance. Copies of all such rules, regulations and amendments thereto shall be furnished to each Constituent Association for distribution to all of the Owners and Occupants.

5. The Association or its duly authorized agents shall have access to each Lot (but not any residence thereon) and the land included in any Condominium Unit from time to time, during reasonable working hours, upon notice to the Owner thereof, as may be necessary to carry out any responsibilities imposed on the Association by this Declaration. This provision, in and of itself, shall not be construed to permit access to the interiors of residences or other structures.

6. The Association and its duly authorized agents shall have easements to, over, under and across the common facilities described in paragraph 1 above and the land on which said facilities are located for access to such facilities and land to the extent reasonably necessary for the performance by the Association of its maintenance, repair and replacement obligations. The Association shall enjoy such easements to the extent the common facility and the land on which the facility is located has not been conveyed to the Association and the easements described herein shall apply to any and all common facilities located on or within such land as may have been included in a Condominium.

ARTICLE III **ASSOCIATION MEMBERSHIP**

1. The Declarant and each and every Constituent Association shall constitute the Members of the Association. Declarant shall retain control of the Association as the only Member entitled to vote on issues before the Association until such time as all of the Condominium Units and Lots that may be created within the Island Lake of Novi Community and on the Additional Land pursuant to the Harvest Lake RUD Agreement have been sold and have an Occupant residing on or in them; provided that Declarant may, at its sole discretion, elect to turn over control of the Association at an earlier time.

2. Subject to the provision set forth herein regarding control of the Association by Declarant, each Member of the Association shall have the right to cast a number of votes equal to the number of Condominium Units or Lots established within the Condominium or Subdivision administered by the Member (or Constituent Association) on all matters brought before the Members and the votes of each Member shall be cast by a duly elected representative of the Member (or Constituent Association); provided that the representative casting votes on behalf of a Member shall be identified as an authorized agent of the Member for that purpose in a duly adopted resolution by the Board of Directors of the Member filed with the Secretary of the Association.

ARTICLE IV
ASSOCIATION ASSESSMENTS

1. In order to pay the cost of carrying out its responsibilities hereunder, the Association may levy fees, dues or assessments on each Lot and Condominium Unit established within the Island Lake of Novi Community, except (subject to paragraph 2 below) Lots or Condominium Units owned by the Declarant, the Developer of a Condominium as the term "Developer" is defined in the Condominium Act, the Proprietor of a Subdivision as the term "Proprietor" is defined in the Land Division Act, or by a builder designated by a Developer or Proprietor ("Designated Builder"). All such fees, dues or assessments shall be charged equally to each Lot and Condominium Unit established within the Island Lake of Novi Community, as said Community may be expanded, and any and all such fees, dues or assessments may be enforced through any lawful means of collecting debts, including, without limitation, the recording and foreclosure of a lien as provided for in paragraph 2 of this Article IV. The fees, dues and assessments imposed pursuant to this Article IV shall be collected by the Constituent Associations and then paid over to the Association.

2. In no event shall the Declarant, a Developer, a Proprietor or a Designated Builder be obligated to pay fees, dues or assessments imposed by the Association with respect to a Lot or Unit before a certificate of occupancy has been issued for the residential dwelling on the Lot or on or comprising the Unit, unless required to do so by the Declarant.

3. All charges imposed against any Lot or Condominium Unit pursuant to the provisions of this Article IV and Article VI, paragraphs 5 and 6 with regarding Condominium and Subdivision Recreation Facility Assessments shall be the personal liability of the Owner(s) of the Lot(s) or Condominium Unit(s), and the Declarant or its successors or assigns, including the Association and the applicable Constituent Association, shall have the right to enforce collection for any and all expenses and costs incurred in connection with exercising the rights provided in the provisions of this Article IV by a suit at law for a money judgment or by foreclosure of a lien that secures payment of the assessment which the Association may record against the subject Lot or Condominium Unit. Each Owner in the Island Lake of Novi Community shall be deemed to have granted to the Declarant, his or her Constituent Association and the Association the unqualified right to assess and lien the subject Lot or Condominium Unit for costs incurred in connection with this Article IV and further to permit his or her Constituent Association or the Association the right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action or by advertisements, as the same may be amended from time to time, are incorporated herein by reference for the purpose of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Owner and every other person who from time to time has an interest in any Lot or Condominium Unit, shall be deemed to have authorized and empowered his or her Constituent Association, the Declarant or the Association to sell or cause to be sold the Lot or Condominium Unit with respect to which the outstanding obligation is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Owner in the Island Lake of Novi Community acknowledges that at the time of acquiring title to such Lot or Condominium Unit, he or she was notified of the terms and conditions contained in this paragraph and that he or she voluntarily, intelligently and knowingly waived notice of any proceedings brought by his or her Constituent Association or the

Association to foreclose by advertisement the lien for nonpayment of any assessments and the waiver of a hearing on the same prior to the sale of the subject Lot or Condominium Unit. Notwithstanding the foregoing, neither judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Owner(s) of the subject Lot(s) or Condominium Unit(s) at his, her or their last known address of a written notice that expenses have been incurred by the Association and are delinquent and that the Declarant, the Association or the applicable Constituent Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the applicable Constituent Association, the Association or the Declarant that sets forth (a) the affiant's capacity to make the affidavit, (b) the authority for the lien, (c) the amount outstanding (exclusive of interest, costs, attorney fees), (d) the legal description of the Lot(s) or Condominium Unit(s), and (e) the name(s) of the Owner. Such affidavit shall be recorded in the office of the Register of Deeds of Oakland County prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the applicable Constituent Association, the Association or the Declarant may take any and all remedial actions as may be available to it hereunder under Michigan law.

4. Any lien established pursuant to this Article IV shall have equal priority with any lien established with respect to delinquent charges or assessments due to a Homeowners Association or a Condominium Association as those terms are defined in Article I above. The Constituent Association or the Association shall be entitled to collect all reasonable expenses of collection, including actual attorney fees and costs. The Constituent Association or the Association may enforce its lien by recording appropriate instruments confirming the existence of the lien and foreclosing the lien by appropriate legal action. In such legal action, a court of competent jurisdiction shall be empowered to order a sale of the Lot or Condominium Unit subject to the lien in order to satisfy the lien. Any lien established pursuant to this Article IV shall be subordinate and junior to the lien of any first mortgage securing a loan for the acquisition or improvement of any Lot or Condominium Unit. Notwithstanding anything to the contrary contained herein, the sale or transfer of any Lot or Condominium Unit shall not affect the lien arising out of the failure to pay any fees, dues or assessments when due. All fees, dues or assessments which shall remain due and unpaid sixty (60) days after the date said charges become due and unpaid shall be subject to interest at the highest legal rate allowable as of the date said charges become due.

5. Failure by the Association or its Board of Directors or any Constituent Association or its Board of Directors to enforce any provision contained herein in any particular instance shall not be deemed a waiver of the right to do so as to any continuing, subsequent or other violation.

6. Each Constituent Association shall promptly pay over to the Association the amounts it collects for payment to the Association pursuant to this Article IV. If a Constituent Association fails to perform this obligation, the Association shall have the right to request and receive an accounting for the amounts collected by the delinquent Constituent Association and the right to direct that future payments of the amounts assessed against the Lots or Condominium Units included in the Condominium or Subdivision administered by the Association be paid directly by the Owners to the Association.

ARTICLE V
ASSOCIATION BYLAWS

Any sale or purchase of a Lot or Condominium Unit in the Island Lake of Novi Community shall be subject to the provisions set forth in Articles XI through XVII of this Declaration regarding the organization and administration of the Association and its affairs (the "Association ByLaws"), and each Owner agrees to abide by and observe such provisions. Declarant shall have the right to modify, amend or supplement the ByLaws, and so long as they are reasonable, any such modifications, amendments or supplements shall have retroactive effect to the date immediately preceding the date of this Declaration, until Declarant shall turn over control of the Association to the Constituent Associations. Once Declarant has turned over control of the Association to the Constituent Associations, the Association may amend or modify the Association ByLaws upon the affirmative vote of Members entitled to cast sixty-six and two-thirds percent (66-2/3%) of the total number of votes that may be cast, but such amendment or modification shall not have retroactive effect.

ARTICLE VI
RESTRICTIONS REGARDING COMMON FACILITIES AND
DEVELOPMENTS WITHIN THE ISLAND LAKE OF NOVI COMMUNITY;
RECREATION FACILITIES AND EASEMENTS

1. No immoral, improper, unlawful or offensive activity shall be carried on within or upon any of the common facilities (the "Common Facilities") identified in Article II, paragraph 1 above, that are subject to administration and maintenance by the Association nor shall anything be done within such areas which may be or become an annoyance or a nuisance to the Owners or Occupants of Lots or Condominium Units within the Island Lake of Novi Community. No unreasonably noisy activity shall occur in or on the Common Facilities at any time and disputes among Owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Owner or Occupant shall do or permit anything to be done or keep or permit to be kept within or on the Common Facilities anything that will increase the rate of insurance maintained by the Association. No Owner or Occupant shall install or maintain or cause or permit the installation or maintenance of any improvement, structure or thing of any sort upon or within a Common Facility in the absence of the prior, written approval of the Association. No Owner or Occupant shall create or maintenance any condition upon or within a Common Facility that might constitute a nuisance or interfere with or impede the development and marketing efforts of the Declarant or any Developer, Proprietor or builder with respect to any part of the Island Lake of Novi Community.

2. The Common Facilities shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind. In general, no activity shall be carried on nor condition maintained by an Owner or Occupant within or upon any Common Facility which is detrimental to the appearance of the Island Lake of Novi Community.

3. No parking shall be permitted on the primary road within the Island Lake of Novi Community, as it may be expanded, and no Owner or Occupant or any building contractor shall cause or permit dirt, mud or construction debris to be deposited upon any road within the Island Lake of Novi Community; provided that these restrictions shall not apply to the developing, construction and marketing activities of the Declarant or any Developer, Proprietor or Designated

Builder as those terms are defined in Article IV, paragraph 1 above. No inoperable vehicles of any type may be brought or stored upon any within the Island Lake of Novi Community, either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the Island Lake of Novi Community, except while making deliveries or pickups in the normal course of business. Nothing in this provision shall prevent the inclusion of additional restrictions regarding the public or private roads installed within any Condominium in the Master Deed and ByLaws recorded to establish the Condominium.

4. No residential development of any type, including any Subdivision or Condominium, shall be established or constructed within the Island Lake of Novi Community unless and until plans and specifications for such development and the terms and conditions of the documents used to establish the development (including, but not limited to Master Deeds, Exhibits to Master Deeds, Plats and Declarations of Covenants) have been approved in writing by the Association through its Board of Directors. The Declarant, for as long as Declarant controls the Association, shall have complete discretion as to the reasonableness of the conditions imposed for such required approvals. Residential developments established within the Island Lake of Novi Community shall be developed in conformance with the terms and conditions of the Harvest Lake of RUD Agreement and the Area Plan described therein, all as amended by the Harvest Lake of Novi First Amendment of RUD Agreement and as the same may be further amended from time to time.

5. The documents used to establish a Condominium or Subdivision within the Island Lake of Novi Community shall contain adequate provisions for the maintenance, repair, replacement (to the extent applicable) and protection of all open areas and common facilities installed, constructed or maintained within such Condominium or Subdivision that are assigned to the preservation, care and maintenance of the Constituent Association for such Condominium or Subdivision. If a Constituent Association fails to properly preserve, maintain or repair an open area or common facility assigned to its care, the Association shall have the right, but not the obligation, to take corrective action to effect such preservation, maintenance and or repair and to charge the cost of such action to the Constituent Association and the Owners that comprise the membership of such Constituent Association. The Association may include an amount equal to fifteen percent of the direct cost of the corrective effort to cover its administrative costs and shall have the same rights and remedies with respect to collecting such amounts from the Constituent Associations and Owners as are provided in Article IV for the collection of other Association assessments. No corrective action shall be undertaken by the Association unless and until it has given written notice to the appropriate Constituent Association of its failure to properly preserve, maintain or repair an open area or common facility and the Constituent Association has failed to remedy the failure within fifteen (15) days of receipt of the notice or such longer time as may have been identified in the notice.

6. If the Association or any Constituent Association fails to properly preserve, maintain or repair an open area, common area or amenity that is assigned to its care by this Declaration or by the Master Deed or Declaration of Restrictions and Covenants pertaining to the development related to the Constituent Association, then the City shall have the right to serve written notice of the failure on the Association or Constituent Association 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 Association or the Constituent Association that has been served with notice 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 Association or Constituent Association that has failed to perform its preservation or maintenance responsibilities and, on a prorata basis, to the Owners that comprise the membership of such association. (For purposes of this provision only, the Owners of all Condominium Units and Lots created within the Island Lake of Novi Community shall be deemed to be members of the 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.

7. The Association, through its Board of Directors, shall operate, administer and maintain such boating and beach facilities as may be constructed or installed in, upon or adjacent to the Common Frontage Areas on Island Lake. The Association shall have the right and authority to adopt and enforce rules and regulations for the use of those facilities and for the construction, installation and maintenance of boat docks, boat slips and any other structures, temporary or permanent, upon the lake frontage included in any Condominium Units or Lots that may be established or created on land bordering upon Island Lake. Lakefront facilities installed and operated upon or adjacent to the Common Frontage Areas shall be available for use at reasonable times and under reasonable conditions to all Owners and their guests, tenants and invitees and easements providing for such use shall be reserved or established as the affected portions of the frontage around Island Lake are included in the Island Lake of Novi Community. Under no circumstances shall any watercraft be permitted or used upon Island Lake, except for watercraft propelled by electric motors, sails, oars or paddles. The Association shall maintain Island Lake in accordance with the Guidebook of Best Management Practices for Michigan Watersheds as published by the Michigan Department of Natural Resources Surface Water Quality Division.

8. For as long as any portion of the Island Lake of Novi RUD designated for development pursuant to the Harvest Lake RUD Agreement remains undeveloped, Declarant reserves the right to create easements over the Island Lake of Novi Community for vehicular and pedestrian ingress and egress to any and all portions of the Island Lake of Novi RUD and for the installation, maintenance, repair and replacement of any and all utilities required for the development of such areas (including, without limitation, above ground and below ground storm drainage facilities) in accordance with the terms of the Harvest Lake RUD Agreement; provided that the easements created pursuant to this reserved authority shall not obstruct or interfere with the development of any Condominium or Subdivision in accordance with approvals issued by the Declarant pursuant to paragraph 4 of this Article VI. The intent of this provision is to prevent any portion of the Island Lake of Novi RUD that is designated for development in the Harvest Lake RUD Agreement from being landlocked or deprived of utilities required for the development of that area.

**ARTICLE VII
AMENDMENT**

Declarant reserves the right by written instrument, signed, acknowledged and recorded with the Oakland County Register of Deeds, to modify, amend, restate, waive or repeal any or all of the provisions herein contained with respect to all or any particular Lot or Condominium Unit owned by Declarant or any affiliate of Declarant without the consent of any other party. For as long as Declarant is the only Member entitled to vote according to Article III above, Declarant further reserves the right to amend the provisions contained herein with respect to any and all areas included in the Island Lake of Novi Community and any areas subject to easements beneficial to the Island Lake of Novi Community to the extent necessary or desirable, in the sole discretion of the Declarant, to the development of the Island Lake of Novi Community as an attractive residential development area. Once all Lots and Condominium Units in the Island Lake of Novi Community have been sold by Declarant or its affiliates, the provisions set forth herein may be amended upon the affirmative vote of the Members entitled to cast sixty-six and two-thirds percent (66-2/3%) of the total number of votes that may be cast; provided, however, that the provisions of Article II, Paragraphs 1 and 2 and Articles IV and VIII may never be modified, amended or removed; except that Article II, Paragraphs 1 and 2 may be amended to broaden (but not reduce) the scope of functions carried out by the Association. Notwithstanding anything to the contrary stated herein, Article VI, paragraph 6 of this Declaration shall not be amended by any party without the prior written consent of the City of Novi, which consent shall not be unreasonably withheld.

**ARTICLE VIII
ASSIGNABILITY AND WAIVER**

Declarant may at any time or times assign or waive any or all of its rights or powers under this Declaration by recording a notice of same with the Oakland County Register of Deeds.

**ARTICLE IX
SEVERABILITY**

The voiding or invalidation of any one or more of the covenants, conditions or restrictions, or parts thereof, contained herein, by judgment or court order, shall in no way affect any of the remaining provisions, and all of said restriction shall remain totally and severally enforceable. All construction shall be in accordance with (a) these covenants, conditions and restrictions and (b) the Ordinances of the City as applied to the Island Lake of Novi Community by the terms and conditions of the above Harvest Lake RUD Agreement. Wherever a conflict shall exist, the more restrictive of the two shall apply.

**ARTICLE X
NOTICES**

Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the Person who or which appears as Owner on the records of the Association at the time of such mailing.

ARTICLE XI
VOTING

Voting by the Members of the Association shall be governed by Article III above and the following additional provisions:

1. All votes on matters affecting the Association shall be cast at regular or special meetings of the Members of the Association by a representative of each of the Members of the Association and such representative shall have been identified as an authorized agent of the Member he or she represents in a resolution by the Board of Directors of the Member filed with the Secretary of the Association. Said resolution shall set forth the name and address of the authorized agent. The number of votes that may be cast on behalf of each Member on each and every matter shall equal the number of Condominium Units or Lots established within the Condominium or Subdivision administered by the voting Member as described in Article III above.

2. For so long as Declarant retains control of the Association, the presence of the Declarant alone shall constitute a quorum for holding a meeting of the Members of the Association since Declarant shall comprise the only Member entitled to vote pursuant to Article III above. Once control of the Association has been turned over to the Constituent Associations, the presence in person or by proxy of a duly authorized agent of a majority of the Members other than the Declarant shall constitute a quorum for holding a meeting of the Members of the Association; provided that if a quorum is not in attendance at a duly convened annual or special meeting of the Association, the Members represented at the meeting shall have the right to adjourn the meeting to a time not less than 48 hours from the time the original meeting was called. The written votes of any duly authorized agent of a Member furnished at or prior to any duly called meeting at which meeting said agent is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the votes are cast.

3. Votes may be cast only in person or by a writing duly signed by the duly authorized agent of a Member or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the Members of the Association. Cumulative voting shall not be permitted.

4. A majority, except where otherwise provided herein, shall consist of more than 50% of the votes that may be cast by authorized agents of Members present in person or by proxy (or written vote, if applicable) at a given meeting of the Members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth. Tie votes shall be decided by the President of the Association or such other officer of the Association as may preside over the meeting at which the vote is cast.

ARTICLE XII
MEETINGS

1. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the authorized agents of the Members as may be designated by the Board of Directors. Meetings of the Association shall be conducted in

accordance with Sturgis Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with this Declaration or the laws of the State of Michigan.

2. An annual meeting of the Members of the Association shall be held within each calendar year at such reasonable time and place as shall be determined by the Board of Directors; provided, however, that for as long as the Declarant retains control of the Association, the requirement for an annual meeting may be satisfied by the filing of a written consent by the Declarant with the Secretary of the Association identifying the Directors elected by the Declarant to manage the affairs of the Association. After control of the Association has been transferred to the Constituent Associations, the requirement for an annual meeting may be satisfied by the filing of written consents by each Constituent Association with the Secretary of the Association identifying the Directors elected by each Constituent Association as provided in Article XIII below; provided that any one of the Constituent Associations may require that an actual meeting of the authorized agents of the Members (or Constituent Associations) be convened. At the annual meetings, each Member shall identify the Directors elected by that Member in accordance with Article XIII below. The Members may also transact at annual meetings such other business of the Association as may properly come before them.

3. It shall be the duty of the President to call a special meeting of the Members as directed by resolution of the Board of Directors or upon a petition signed by more than one of the Members presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

4. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Member, at least 10 days but not more than 60 days prior to such meeting. The mailing, postage prepaid, of a notice to the authorized agent of each Member at the address shown in the resolution required to be filed with the Association by Article XI, paragraph 1 above shall be deemed notice served. Any Member may, by written waiver of notice signed by a duly authorized agent of such Member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

5. If any meeting of Members cannot be held because a quorum is not in attendance, the Members who are present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called. The determination of whether a quorum is present shall be made in accordance with Article XI, paragraph 2 above.

6. The order of business at all meetings of the Members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) the identification of Directors elected by the respective Members pursuant to Article XIII below; (g) unfinished business; and (h) new business. Meetings of Members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this paragraph 6, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

7. Any action which may be taken at a meeting if the Members (except for the removal of Directors) may be taken without a meeting by written ballot of the Members. Ballots shall be solicited in the same manner as provided in paragraph 4 above for the giving of notice of meetings of Members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the Member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

8. The transactions at any meeting of Members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy; and if, either before or after the meeting, each of the Members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

9. Minutes or a similar record of the proceedings of meetings of Members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE XIII **BOARD OF DIRECTORS**

1. For so long as the Declarant retains control of the Association, the Declarant, as the sole voting Member of the Association, shall elect all of the members of the Board of Directors of the Association and said Board of Directors shall be comprised of such number of Directors as the Declarant deems necessary or reasonable in its sole discretion.

2. Four (4) months prior to the projected time for turning over control of the Association to the Constituent Associations, Declarant shall notify the Constituent Associations of the date upon which the Declarant expects to turn over control of the Association. During the four-month period after receipt of the aforesaid notice from the Declarant, each Constituent Association shall elect one (1) member of the Board of Directors of the Association. The entire membership of the Board of Directors shall be comprised of one Director elected by each Constituent Association. Each Member (or Constituent Association) shall notify the Association of the identity of the Director elected by it by filing a duly adopted resolution of the Constituent Association with the Secretary of the Association setting forth the name and address of the elected Director. After it turns control of the Association over to the Constituent Associations, the Declarant shall not have any further right to elect Directors of the Association.

3. The Directors elected by the Constituent Associations pursuant to paragraph 2 above shall continue to serve until the date of the second annual meeting to occur after they are elected unless they resign prior to that date or they are removed pursuant to paragraph 8 of this Article XIII. Upon receipt of notice of the aforesaid second annual meeting, each Constituent Association shall elect the Director it is entitled to elect pursuant to paragraph 2 of this Article and all such Directors shall serve for a period of two years or until successor Directors are elected, unless they first resign or are removed pursuant to paragraph 8 below.

4. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by this Declaration or required hereby to be exercised and done by the Members of the Association.

5. In addition to the foregoing duties imposed herein or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

(a) To manage and administer the affairs related to and to maintain the Common Facilities described in Article II, paragraph 1.

(b) To levy and collect the assessments described in Article IV above and to use the proceeds thereof for the purposes of the Association.

(c) To carry insurance and collect and allocate the proceeds thereof.

(d) To rebuild improvements after casualty.

(e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Common Facilities and such other improvements as the Association may be required or authorized to operate or maintain.

(f) To acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Condominium Unit or Lot and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of 75% of the votes that may be cast by all of the Members of the Association.

(h) To make rules and regulations in accordance with Article II, paragraph 4 above.

(i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Common Facilities described in Article II and to delegate to such committees any functions or responsibilities which are not by law or this Declaration required to be performed by the Board.

(j) To take such actions and expend such sums as may be reasonably necessary to obtain and maintain a resort liquor license in connection with the operation of one or more of such community buildings or club houses as may be constructed within the Island Lake of Novi Community.

(k) To enforce the provisions of this Declaration.

6. The Board of Directors may employ for the Association a professional management agent (which may include the Declarant or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in paragraphs 4 and 5 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by this Declaration required to be performed by or have the approval of the Board of Directors or the Members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Declarant or any affiliate of Declarant, in which the maximum term is greater than three years or which is not terminable by the Association upon 90 days written notice thereof to the other party.

7. Vacancies in the Board of Directors which occur after Declarant has conveyed control of the Association to the Constituent Associations caused by any reason shall be filled by the appointment of a replacement Director by the board of directors of the Constituent Association represented by the former Director. The Constituent Association appointing the replacement Director shall notify the Association of the identity of the replacement Director by filing a duly adopted resolution of the Constituent Association with the Secretary of the Association setting forth the name and address of the replacement Director it has appointed. Each person so appointed shall be a Director until a successor is elected as provided in paragraph 2 above. Vacancies among Directors elected by the Declarant shall be filled by the Declarant.

8. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of Members entitled to cast seventy-five percent (75%) or more of the votes that may be cast at such meeting. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. Any Director that is removed by a vote of the Members shall be replaced pursuant to the procedure provided in paragraph 7 above. The Declarant may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion.

9. The first meeting of a newly elected Board of Directors shall be held within 10 days of election at such place as shall be fixed by the Directors at the meeting at which such Directors

were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

10. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director personally, by mail, telephone or telegraph, at least 10 days prior to the date named for such meeting.

11. Special meetings of the Board of Directors may be called by the President on three days notice to each given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two Directors.

12. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

13. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon 24 hours prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

14. The actions of the any Board of Directors of the Association elected by the Declarant shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in this Declaration.

15. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

16. Notwithstanding any other provision in this Declaration, no Board of Directors of the Association shall commence any litigation against the Declarant unless and until commencement of the litigation has been approved by an affirmative vote of Members entitled to cast seventy-five (75%) percent or more of the votes that may be cast by all Members attained after a Special Meeting held specifically for the purpose of approving such action.

17. With respect to all matters acted upon by the Board of Directors, each Director shall be entitled to cast a number of votes equal to the number of Condominium Units or Lots established within the Condominium or Subdivision administered by the Constituent Association that appointed the Director. Tie votes shall be decided by the President of the Association, or in the absence of the President, by the next highest ranking officer of the Association as may preside over the meeting at which the votes are cast.

ARTICLE XIV OFFICERS

1. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one person.

(a) The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

(b) The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

(c) The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

(d) The Treasurer shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

2. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

3. Upon an affirmative majority vote by the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

4. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

**ARTICLE XV
SEAL**

The Association may (but need not) have a seal. If the Board determines that the Association shall have a seal, then it shall have inscribed thereon the name of the Association, the words "corporate seal", and "Michigan".

**ARTICLE XVI
FINANCE**

1. The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the Common Facilities any other expenses incurred by or on behalf of the Association. Such accounts and all other Association records shall be open for inspection by the Members and Owners and the mortgagees of Owners during reasonable working hours. The Association shall prepare and distribute to each Member and Owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Condominium Unit or Lot shall be entitled to receive a copy of such annual audited financial statement within 90 days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration.

2. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

3. Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation or their current statutory successors and may also be invested in interest bearing obligations of the United States Government.

ARTICLE XVII
INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement, incurred by or imposed upon him in connection with any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Directors or officer at the time such expenses are incurred, except as otherwise prohibited by law; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least ten days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Members and Owners thereof. Further, the Board of Directors is authorized to carry officers' and directors liability insurance covering acts of the officers and Directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XVIII
REMEDIES FOR DEFAULT

Any default by an Owner or other Person shall entitle the Association or another Owner or Owners to the following relief; provided that the provisions of Article XIX shall supersede the provisions of this Article XVIII with respect to disputes between or among Members of the Association:

1. Failure to comply with any of the terms or provisions of this Declaration shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Owner or Owners.

2. In any proceeding arising because of an alleged default by any Owner or Occupant, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Owner or Occupant be entitled to recover such attorney's fees.

3. The violation of any of the provisions of this Declaration shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Facilities Elements or any part of the Island Lake of Novi Community (but not into the interior of any dwelling or related garage), where reasonably necessary, and summarily remove and abate, at the expense of the Owner, Occupant or party in violation, any

structure, thing or condition existing or maintained contrary to the provisions of this Declaration. The Association shall have no liability to any party arising out of the exercise of its removal and abatement power authorized herein.

4. The Association shall have the right to impose fines upon the responsible party, including Owners and Occupants, for violations of any of the provisions of this Declaration; provided that any such fines shall only be imposed in accordance with procedures (including a schedule of fines) duly adopted by the Board of Directors and distributed to all Owners and Members at least twenty (20) days prior to the imposition of such fines.

5. The failure of the Association or of any Owner to enforce any right, provision, covenant or condition which may be granted by this Declaration shall not constitute a waiver of the right of the Association or of any such Owner to enforce such right, provision, covenant or condition in the future.

6. All rights, remedies and privileges granted to the Association or any Owner or Owners pursuant to this Declaration shall be deemed to be cumulative and the exercise of any one or more of them shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

7. An Owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of this Declaration. An Owner may maintain an action against any other Owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of this Declaration.

ARTICLE XIX **RESOLUTION OF DISPUTES**

1. All parties acquiring an interest in the Subdivisions and Condominiums developed within the Island Lake of Novi Community, as a condition of acquiring such interest, stipulate and agree that all questions, disputes or controversies arising between or among the Members of the Association shall be resolved exclusively in accordance with the following procedures:

First: The dispute will be submitted to mediation, with a single mediator to be jointly selected by the Constituent Associations that are in dispute. If the two sides cannot mutually agree on the selection of a single mediator within ten (10) days, each shall select one mediator; the two mediators will jointly select a third mediator who will mediate the dispute. The cost of mediation will be shared equally by each side to the dispute.

If the dispute is not resolved through mediation within sixty (60) days, the dispute will be submitted to binding arbitration to be conducted in Oakland County, Michigan in accordance with the rules of the American Arbitration Association. The parties to the dispute shall have ten days to reach unanimous consensus on a single arbitrator to resolve the dispute or controversy. If they cannot so agree, then each shall appoint one arbitrator and the two arbitrators so appointed shall select a third arbitrator within the following ten day period; the three arbitrators so selected shall act as a panel to consider and resolve the dispute or controversy. If the two arbitrators appointed cannot agree on a third arbitrator, then the American Arbitration Association shall

choose a third arbitrator. The decision of the sole arbitrator, or (if there shall be three arbitrators) of two of the three arbitrators, shall be final and binding on this Association and the disputing Member or Members. Unless otherwise agreed by the parties to such arbitration, all hearings shall be held by, and all written submissions shall be made to, the arbitrator or arbitrators within thirty (30) days following appointment of the arbitrator or arbitrators. The decision of the arbitrator or arbitrators shall be made within thirty (30) days following the later of the date of the last hearing or the date of the final submission by the parties to such arbitration. Any award or decision of the arbitrator or arbitrators may be enforced in any court of competent jurisdiction. The parties to the dispute shall each bear an equal share of the fees of the arbitrator or arbitrators, but shall bear their own respective expenses in connection with any arbitration pursuant hereto.

2. It is the express intent of the Declarant and this document that no lawsuits or other court proceedings be instituted or prosecuted by the Constituent Associations against one another or against the Declarant with regard to issues pertaining to the Association or the Island Lake of Novi Community. The Constituent Associations and their members hereby expressly waive their rights to institute or prosecute any lawsuits or other court proceedings against the Declarant or the other Constituent Associations with regard to issues pertaining to the Association or the Island Lake of Novi Community.

ARTICLE XX
EXPANSION OF THE ISLAND LAKE OF NOVI COMMUNITY

Declarant reserves the right to unilaterally amend this Declaration to revise the legal description of the Island Lake of Novi Community (and thus the land subject to the terms, conditions and restrictions set forth herein) to include any and all portions of the land included in the Island Lake of Novi RUD, said land comprising the Additional Land described in Exhibit "B". Declarant may amend this Declaration any number of times to add portions of the Island Lake of Novi RUD to the Island Lake of Novi Community. The only limitation on Declarant's right to add said land to the Island Lake of Novi Community is that Declarant's right to add land shall expire if and when the Island Lake of Novi RUD is terminated with the approval of the City Council of Novi pursuant to Section 2404 of the City of Novi Zoning Ordinance.

IN WITNESS WHEREOF, Declarant has duly executed this Declaration of Covenants, Conditions and Restrictions on the date first above set forth.

WITNESSES:

TOLL MI II LIMITED PARTNERSHIP, a Michigan limited partnership

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

Tricia Perry
TRICIA PERRY
Grace Yu
Grace Yu

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

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 19th day of June, 2000, by Thomas E. Carnaghi, the 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.

Tricia Perry
NOTARY PUBLIC
County of Oakland State of Michigan
My Commission Expires: 01/14/02

TRICIA PERRY
NOTARY PUBLIC - OAKLAND COUNTY, MI
MY COMMISSION EXPIRES 01/14/2002

THIS INSTRUMENT DRAFTED 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

GWD\condos\island\kmstrasso.doc
June 15, 2000

LIBER 23097 PG 301

183697
LIBER 23097 PAGE 301
\$23.00 MISC RECORDING
\$2.00 RECONUMENTATION
06/22/2001 09:09:03 A.M. RECEIPT# 41012
PAID RECORDED - OAKLAND COUNTY
G.WILLIAM CADDELL, CLERK/REGISTER OF DEE

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

ISLAND LAKE OF NOVI COMMUNITY ASSOCIATION

This First Amendment to Declaration of Covenants, Conditions and Restrictions of the Island Lake of Novi Community Association ("First Amendment") is made this 14th day of May, 2001 by TOLL MII LIMITED PARTNERSHIP, a Michigan limited partnership whose address is 30840 Northwestern Highway, Suite 270, Farmington Hills, Michigan 48334 (hereinafter sometimes referred to as "Declarant").

RECITALS:

9001271

A. On February 9, 1998, the City of Novi and Harvest Land Company, L.L.C. entered into a certain Harvest Lake of Novi Residential Unit Development Agreement (the "Harvest Lake RUD Agreement") constituting land situated in the City of Novi as the "Harvest Lake of Novi Residential Unit Development" pursuant to the provisions of Section 2404 of the City of Novi Zoning Ordinance. The Harvest Lake RUD Agreement was recorded at Liber 18279, Pages 716 through 855, both inclusive, Oakland County Records. The Harvest Lake RUD Agreement was amended by a Harvest Lake of Novi First Amendment of Residential Unit Development Agreement (the "Harvest Lake of Novi First Amendment of RUD Agreement") dated as of July 22, 1999, and recorded at Liber 20818, Pages 15 through 40, both inclusive, Oakland County Records.

B. On June 19, 2000, Declarant executed a certain Island Lake of Novi Community Association Declaration of Covenants, Conditions and Restrictions (the "Original Declaration") and caused the same to be recorded on June 21, 2000 at Liber 21518, Pages 318 through 345, both inclusive, Oakland County Records, for the purpose of establishing a master association (the "Association") to administer certain common facilities to be developed, constructed and/or installed for the benefit of the residents of the various residential developments to be established within area included in the Harvest Lake of Novi Residential Unit Development, now known as the Island Lake of Novi Residential Unit Development (the "Island Lake of Novi RUD").¹ With the recording of the Declaration, Declarant established certain land located in the City of Novi and within the Island Lake of Novi RUD as the "Island Lake of Novi Community", an overall development that is intended to include a number of residential developments which may be developed as condominiums or platted subdivisions. As initially established, the Island Lake of

PA
2

¹ Declarant changed the name of the Harvest Lake of Novi Residential Unit Development to its current name with the approval of the City of Novi as permitted by the Harvest Lake of Novi First Amendment to RUD Agreement.

Novi Community comprised the land, condominium units and improvements included in Island Lake Vineyards, Oakland County Condominium Subdivision Plan No. 1271, a residential condominium established with the recording of the Master Deed thereof at Liber 21518, Pages 346 through 420, both inclusive, Oakland County Records.

C. Declarant now wishes exercise rights reserved in the Original Declaration to add portions of the land described in that document as the "Additional Land" to the Island Lake of Novi Community so that it may be developed as part of that overall development and the Island Lake of Novi RUD. In order to facilitate the development of the Island Lake of Novi Community, Declarant further wishes to exercise its right to amend the Original Declaration as set forth in Article VII thereof, to clarify the fact that the Association may own certain common areas within the Island Lake of Novi Community and to expand the definition of "Additional Land" as used in the Declaration to include certain additional land.

NOW, THEREFORE, Declarant hereby amends the Original Declaration as follows:

1. Article II of the Original Declaration captioned "Establishment of Association; Association's Authority" is amended by the addition of the following paragraph 7:

7. Declarant may elect to not include some or portions of the common facilities or areas described in paragraph 1 of this Article II within the boundaries of the condominium developments established within the Island Lake of Novi Community. If the Declarant elects to not include a common area or facility in the boundaries of a condominium development, Declarant shall convey title to such area or facility to the Association on or before the date that Declarant turns over control of the Association pursuant to Article III, paragraph 1 of this Declaration. The Association shall own, operate, maintain, repair, replace and/or preserve any and all common areas and facilities that are conveyed to it by the Declarant in accordance with the terms of conditions of this Declaration. The fact that the Association may own certain common elements or facilities described in paragraph 1 of this Article II shall not in any way reduce or impair the authority of the Association to operate, maintain, repair, replace and/or preserve common facilities and areas consigned to its care and maintenance by paragraph 1 of this Article II, but included within a condominium development as general common elements.

2. The land legally described in the attached Exhibit "A" to this First Amendment (the "Submitted Land") is hereby submitted to and made a part of the Island Lake of Novi Community. The aforesaid Submitted Land will include up to six residential condominium developments, four of which have names approved by the City of Novi: "Island Lake Arbors", "Island Lake Woods", "Island Lake Shores North" and "Island Lake North Bay". The Submitted Land also includes certain areas that will not be included in the condominium developments. Those areas will be operated, maintained and eventually owned by the Association as common areas or facilities for the benefit of the residents of the Island Lake of Novi Community as described in Article II of the Declaration, as amended by this First Amendment. *Proposed* GD

3. With the inclusion of the land described in the attached Exhibit "A" in the Island Lake of Novi Community and with the execution and recording of this First Amendment by

Declarant, the "Additional Land" that may now be unilaterally added to the Island Lake of Novi Community by the Declarant pursuant to Article XX of this Declaration is now defined as the land described in the attached Exhibit "B", which now includes any parcel of land that is (i) located adjacent to the land included in the Island Lake of Novi RUD as defined in the Original Declaration and (ii) purchased by Declarant or an affiliate of the Declarant. For purpose of this Declaration, land shall be considered to be adjacent to the Island Lake of Novi RUD if it abuts land included in the Island Lake of Novi RUD or if the land is only separated from land included in the Island Lake of Novi RUD by a public road or other public right of way. Any adjacent land as described herein may be added to the Island Lake of Novi Community by the Declarant without the prior consent of any "Owner" of a Lot or Condominium Unit in the Island Lake of Novi Community or any other party that might have an interest in such Lot or Condominium Unit. The Declarant shall obtain any approval that might be required from the City of Novi in connection with the inclusion of such land in the Island Lake of Novi Community.


4. Except as revised by this First Amendment, the Original Declaration is hereby ratified and confirmed. The terms and conditions of the Original Declaration shall remain in full force and effect, except as modified herein.

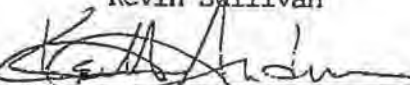
IN WITNESS WHEREOF, Declarant has duly executed this First Amendment to Declaration of Covenants, Conditions and Restrictions on the date first above set forth.

WITNESSES:

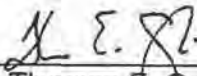
TOLL MI II LIMITED PARTNERSHIP, a Michigan limited partnership

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



Kevin Sullivan



Keith Anderson

By: 

Thomas E. Carnaghi
Its: Vice President

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 14th day of May, 2001 by Thomas E. Carnaghi, the 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 _____, State of Michigan
My Commission Expires: _____

LORRAINE T. MATSUOKA
Notary Public, Oakland County, MI
My Commission Expires July 12, 2001

THIS INSTRUMENT DRAFTED 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

GWD\condos\island\k\first amend mstrassodec.wpd
April 25, 2001

LIBER 30418 PG 397



426992
 LIBER 30418 PAGE 397
 \$49.00 MISC RECORDING
 \$4.00 MEMORANDUM
 08/20/2003 10:59:26 A.M. RECEIPT# 73472
 PAID RECORDED - OAKLAND COUNTY
 G.WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
 CONDITIONS AND RESTRICTIONS**

ISLAND LAKE OF NOVI COMMUNITY ASSOCIATION

This Second Amendment to Declaration of Covenants, Conditions and Restrictions of the Island Lake of Novi Community Association ("Second Amendment") is made this 13th day of August, 2003, by TOLL MI II LIMITED PARTNERSHIP, a Michigan limited partnership whose address is 30500 Northwestern Highway, Suite 400, Farmington Hills, Michigan 48334 (hereinafter sometimes referred to as "Declarant").

RECITALS:

A. On February 9, 1998, the City of Novi and Harvest Land Company, L.L.C. entered into a certain Harvest Lake of Novi Residential Unit Development Agreement (the "Harvest Lake RUD Agreement") constituting land situated in the City of Novi as the "Harvest Lake of Novi Residential Unit Development" pursuant to the provisions of Section 2404 of the City of Novi Zoning Ordinance. The Harvest Lake RUD Agreement was recorded at Liber 18279, Pages 716 through 855, both inclusive, Oakland County Records. The Harvest Lake RUD Agreement was amended by a Harvest Lake of Novi First Amendment of Residential Unit Development Agreement (the "Harvest Lake of Novi First Amendment of RUD Agreement") dated as of July 22, 1999, and recorded at Liber 20818, Pages 15 through 40, both inclusive, Oakland County Records. On July 2, 2003, the Declarant caused a Second Amendment to Residential Unit Development Agreement (the "Second Amendment to RUD Agreement") with respect to Island Lake of Novi (formerly known as "Harvest Lake of Novi) to be recorded at Liber 29801, Pages 7 through 23, both inclusive, Oakland County Records. The Declarant and the City of Novi have executed and submitted a Third Amendment to Residential Unit Development Agreement for recording in the Oakland County Records as of the date hereof.

B. On June 19, 2000, Declarant executed a certain Island Lake of Novi Community Association Declaration of Covenants, Conditions and Restrictions (the "Original Declaration") and caused the same to be recorded on June 21, 2000 at Liber 21518, Pages 318 through 345, both inclusive, Oakland County Records, for the purpose of establishing a master association (the "Association") to administer certain common facilities to be developed, constructed and/or installed for the benefit of the residents of the various residential developments to be established

Declarant changed the name of the Harvest Lake of Novi Residential Unit Development to its current name with the approval of the City of Novi as permitted by the Harvest Lake of Novi First Amendment to RUD Agreement.

O.K. - MH

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within the Island Lake of Novi Residential Unit Development (the "Island Lake of Novi RUD"). With the recording of the Declaration, Declarant established certain land located in the City of Novi and within the Island Lake of Novi RUD as the "Island Lake of Novi Community", an overall development that is intended to include a number of residential developments which may be developed as condominiums or platted subdivisions. As initially established, the Island Lake of Novi Community comprised the land, condominium units and improvements included in Island Lake Vineyards, Oakland County Condominium Subdivision Plan No. 1271, a residential condominium established with the recording of the Master Deed thereof at Liber 21518, Pages 346 through 420, both inclusive, Oakland County Records.

C. On June 22, 2001, Declarant amended the Original Declaration by recording a certain First Amendment to Declaration of Covenants Conditions and Restrictions with respect to the Island Lake of Novi Community Association (the First Amendment to Declaration) at Liber 23097, Pages 301 through 309, both inclusive, Oakland County Records, for the purpose of expanding the Island Lake of Novi Community to include additional portions of the Island Lake of Novi RUD, as provided in the Original Declaration and to clarify certain other matters.

D. Declarant now wishes to exercise rights reserved in the Original Declaration, as amended, to add to the Island Lake of Novi Community all of the land currently included in the Island Lake of Novi RUD that is planned for residential development or for the development of related amenities and that has not been included in the Island Lake of Novi Community, including the land included in the Island Lake of Novi RUD by the above referenced Second Amendment to RUD Agreement.²

NOW, THEREFORE, Declarant hereby amends the Original Declaration as follows:

1. The land legally described in the attached Exhibit A to this Second Amendment (the "Submitted Land") is hereby submitted to and made a part of the Island Lake of Novi Community. The Declarant intends to establish three or more proposed residential condominium developments upon the Submitted Land described in Exhibit A, including an attached condominium development located adjacent to part of the east shore of Island Lake, a site condominium development along parts of the south shore of Island Lake, and a site condominium development that will comprise much of the southern portion of the Island Lake of Novi Community. Portions of the Submitted Land not included in the aforesaid proposed condominiums will be established as the site of open areas and recreation facilities that are to be established and constructed for the benefit of the Owners and Occupants of the Island Lake of Novi Community; with those portions of the Submitted Land being conveyed by the Declarant to the Island Lake of Novi Community Association for operation and management by that entity as provided in the Original Declaration, as amended.

² The Island Lake of Novi RUD includes parcels of land located east of Wixom Road and north of Eleven Mile Road that have been committed to development and use for public school purposes and a public park. Those parcels will not be included in the Island Lake of Novi Community and will not be subject to the terms and conditions of the Original Declaration, as amended.

LIBER 30418 PG 400

**THIS INSTRUMENT DRAFTED BY
AND WHEN RECORDED, RETURN TO:**

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

J:123517.1300012605.WPD

LIBER 30418 PG 401

EXHIBIT A

THE "SUBMITTED LAND"

The land added to the Island Lake of Novi Community pursuant to this Second Amendment to Declaration (the "Submitted Land") is legally described as follows:

A part of Northeast 1/4 and Southeast 1/4 and Southwest 1/4 and Northwest 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 Southeast Corner of said Section 19; thence South 86°24'49" West, 230.64 feet, along the South line of said Section 19 and the centerline of Ten Mile Road, to the Point of Beginning; thence continuing South 86°24'49" West, 1092.71 feet, along the South line of said Section 19 and the centerline of said Ten Mile Road, (said point being North 86°24'49" East, 1323.35 feet, from the South 1/4 Corner of said Section 19); thence North 01°59'58" West, 1317.21 feet; thence South 86°23'50" West, 1034.04 feet; thence North 01°52'19" West, 10.20 feet; thence South 86°25'23" West, 297.38 feet, to the North and South 1/4 line of said Section 19, (said point being North 02°20'47" West, 1326.96 feet, from the South 1/4 Corner of said Section 19 and South 02°20'47" East, 1306.18 feet, from the Center of said Section 19); thence South 86°21'12" West, 38.00 feet; thence South 02°20'47" East, 1326.96 feet, to the South line of said Section 19 and the centerline of said Ten Mile Road, (said point being South 86°21'12" West, 38.00 feet, from the South 1/4 Corner of said Section 19); thence South 86°21'12" West, 985.50 feet, along the South line of said Section 19 and the centerline of said Ten Mile Road, (said point being North 86°21'12" East, 1606.86 feet, from the Southwest Corner of said Section 19); thence North 02°20'47" West, 1326.96 feet; thence South 86°03'33" West, 1618.18 feet, to the West line of said Section 19 and the centerline of Napier Road, (said point being North 02°49'46" West, 1318.44 feet, from the Southwest Corner of said Section 19); thence North 02°49'46" West, 1315.42 feet, along the West line of said Section 19 and the centerline of said Napier Road, to the West 1/4 Corner of said Section 19; thence North 03°01'04" West, 1466.97 feet, along the West line of said Section 19 and the centerline of said Napier Road, to the Southwest corner of Proposed "Island Lake North Bay", Condominium, (said point being South 03°01'04" East, 1164.47 feet, from the Northwest Corner of said Section 19); thence North 86°57'33" East, 59.98 feet, along the Southerly line of said "Island Lake North Bay"; thence 134.21 feet along a curve to the right, said curve having a radius of 342.00 feet, a central angle of 22°29'04" and a chord bearing and distance of South 73°04'32" East, 133.35 feet, along the Southerly line of said "Island Lake North Bay"; thence North 28°09'59" East, 54.60 feet, along the Southerly line of said "Island Lake North Bay"; thence 278.41 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 61°21'12" and a chord bearing and distance of North 02°30'38" West, 265.30 feet, along the Southerly line of said "Island Lake North Bay"; thence North 28°33'22" West, 15.40 feet, along the Southerly line of said "Island Lake North Bay"; thence North 61°26'38" East, 129.10 feet, along the Southerly line of said "Island Lake North Bay"; thence North 10°41'54" East, 182.54 feet, along the Southerly line of said "Island Lake North Bay", to Traverse Point "A"; thence continuing North 10°41'54" East, 15 feet more or less, along the Southerly line of said "Island Lake North Bay", to the Southerly shore line of Island Lake; thence Southeasterly, Northerly, Westerly and Northerly 10,675 feet more or less, along the shore of said Island Lake, to the Southerly line of Proposed "Island Lake Shores North", Condominium; thence North 86°22'54" East, 25 feet more or less,

LIBER 30418 PG 402

EXHIBIT A continued -

along the Southerly line of said "Island Lake Shores North", to Traverse point "B", (said Traverse point "B" being South 58°16'56" East, 680.85 feet and South 43°20'30" East, 414.80 feet and North 88°11'03" East, 300.76 feet and South 38°13'31" East, 655.48 feet and South 46°50'37" East, 980.51 feet and South 36°23'50" East, 174.63 feet and South 46°27'07" East, 352.00 feet and South 68°00'58" East, 944.35 feet and South 80°49'02" East, 241.28 feet and South 32°29'27" East, 365.16 feet and South 52°19'36" East, 292.08 feet and South 78°14'02" East, 588.57 feet and North 58°09'19" East, 152.57 feet and North 14°41'19" East, 151.97 feet and North 21°59'22" West, 430.31 feet and North 01°17'33" West, 621.17 feet and South 89°27'02" West, 728.61 feet and North 61°33'27" West, 472.40 feet and North 01°47'44" West, 330.01 feet, from said Traverse Point "A"); thence continuing North 86°22'54" East, 102.89 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 Wixom Road, (said point being South 03°08'01" East, 2476.09 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; thence South 86°22'40" West, 43.02 feet, along the East and West 1/4 line of said Section 19, to the Westerly right-of-way of said Wixom Road; thence South 01°42'13" East, 1544.47 feet, along the Westerly 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 right-of-way of said Wixom Road; thence South 05°17'47" West, 273.33 feet, along the Westerly right-of-way of said Wixom Road; thence 84.66 feet along a curve to the left, said curve having a radius of 693.00 feet, a central angle of 07°00'00" and a chord bearing and distance of South 01°47'47" West, 84.61 feet, along the Westerly right-of-way of said Wixom Road; thence South 01°42'13" East, 112.80 feet, along the Westerly right-of-way of said Wixom Road; thence South 88°17'56" West, 17.00 feet; thence South 59°02'27" West, 345.32 feet; thence South 25°56'15" East, 423.30 feet, to the Point of Beginning. All of the above containing 268 Acres more or less. All of the above being subject to easements restrictions and right-of-ways of record. All of the above being subject the rights of the public in Ten Mile Road and Napier Road and Wixom Road.

(The above described land includes Tax Parcels No. 22-19-100-001, 22-19-300-002, part of 22-19-400-003, 22-19-200-005, 22-19-400-001, part of 22-19-400-004, and 22-19-300-005.

Pt 22-19-100-005 - SW 1/4 Sec 19
 22-19-300-002 - SW 1/4
 Pt 22-19-400-001 - NE 1/4, SE 1/4 Sec 19
 22-19-200-005 - NE 1/4
 Pt 22-19-400-009 - SE 1/4
 Pt 22-19-400-001 - SE 1/4
 22-19-300-005 - SW 1/4

LIBER 30418 PG 403

EXHIBIT B

THE "ISLAND LAKE OF NOVI COMMUNITY"

The land now included in the Island Lake of Novi Community comprises the following parcels of land all located in the City of Novi, Oakland County, Michigan and described as follows:

Parcel 1 (referred to for planning purposes as Phase 2A)

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

Units 1 through 75, both inclusive, Island Lake Vineyards, a residential condominium as established pursuant to the Master Deed thereof recorded at Liber 21518, Pages 346 through 420, both inclusive, Oakland County Records, and Act 59 of the Public Acts of 1978, as the same may be amended, said condominium being designated as Oakland County Condominium Subdivision Plan No. 1271, together with the common elements appurtenant thereto.

900127.1

Parcel 1 is described by metes and bounds as a parcel of land in the Southeast 1/4 of Section 18, T1N, R8E, City of Novi, Oakland County, Michigan, described as having a point of beginning being the East 1/4 corner of said Section 18, thence S 04°05'31" E 2411.59 feet along the East line of said Section 18 and the centerline of Wixom Road; thence S 85°54'28" W 203.34 feet; thence N 66°52'21" W 40.82 feet; thence N 05°24'15" E 174.46 feet; thence N 58°11'02" W 76.27 feet; thence N 02°44'24" W 90.17 feet; thence N 28°38'17" W 60.51 feet; thence N 10°33'08" W 69.23 feet; thence N 07°26'27" E 79.79 feet; thence N 81°20'08" W 30.76 feet; thence S 13°56'32" W 71.98 feet; thence S 32°53'41" W 182.90 feet; thence S 60°03'43" W 168.11 feet; thence N 22°18'29" W 211.69 feet; thence N 61°36'32" W 962.56 feet; thence N 08°25'19" W 855.49 feet; thence N 35°25'56" E 580.50 feet; thence N 78°17'53" E 422.77 feet; thence N 85°47'54" E 8.10 feet; thence N 04°34'11" W 106.92 feet; thence N 87°11'34" E 748.32 feet along the East-West 1/4 line of said Section 18 to the point of beginning and being subject to the rights of the public over the East 43.00 feet thereof for use as Wixom Road and to any other easements or restrictions of record; containing 62.65 acres of land.

2.2-18-4126-COMM ENT

Parcel 2 (referred to for planning purposes as Phases 2B, 3A and 6)

A parcel of land situated in the Northeast 1/4 of Section 18 and the Southeast 1/4 of Section 18 and the Southwest 1/4 of Section 18 and the Northwest 1/4 of Section 19 and the Northeast 1/4 of Section 19; all in Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as commencing at the East 1/4 corner of said Section 18; thence South 87°11'34" West, 748.32 feet along the East-West 1/4 line of said Section 18 to the Point of Beginning; thence South 04°34'11" East, 106.92 feet; thence South 85°47'54" West, 8.10 feet; thence South 78°17'53" West, 422.77 feet; thence South 35°25'56" West, 580.50 feet; thence South 08°25'19" East, 855.49 feet; thence South 61°36'32" East, 962.56 feet; thence South 22°18'29" East, 211.69 feet; thence North 60°03'43" East, 168.11 feet; thence North 32°53'41" East, 182.90 feet; thence North 13° 56' 32" East, 71.98 feet; thence South 81° 20' 08" East, 30.76 feet; thence South 07°26'27" West, 79.79 feet; thence South 10°33'08" East, 69.23 feet;

LIBER 30418 PG 404

EXHIBIT B continued -

thence South 28°38'17" East, 60.51 feet; thence South 02°44'24" East, 90.17 feet; thence South 58°11'02" East, 76.27 feet; thence South 05°24'15" West, 174.46 feet; thence South 66°52'21" East, 40.82 feet; thence North 85°54'28" East, 203.34 feet; thence South 04°05'31" East, 227.12 feet along the East line of said Section 18 and the centerline of Wixom Road to the Southeast corner of said Section 18; thence South 03°07'36" East, 2310.99 feet along the East line of said Section 19 and the centerline of Wixom Road; thence South 86°22'51" West, 1483.27 feet; thence North 06°08'24" West, 274.98 feet; thence North 10°11'35" West, 170.04 feet; thence North 12°52'49" West, 170.06 feet; thence North 17°00'01" West, 160.77 feet; thence North 13°24'18" West, 160.10 feet; thence North 11°36'41" West, 150.00 feet; thence North 06°23'07" East, 101.16 feet; thence North 17°26'39" East, 71.90 feet; thence North 24°35'14" West, 30.70 feet; thence North 81°23'23" West, 26.65 feet; thence South 61°05'54" West, 34.66 feet; thence South 89°53'27" West, 44.53 feet; thence North 78°44'05" West, 59.93 feet; thence North 65°21'24" West, 102.13 feet; thence North 60°59'33" West, 150.57 feet; thence North 76°56'16" West, 83.28 feet; thence North 53°54'49" West, 80.00 feet; thence North 71°22'42" West, 66.51 feet; thence North 45°49'56" West, 89.26 feet; thence North 76°34'05" West, 115.63 feet; thence North 72°32'22" West, 150.98 feet; thence North 85°33'13" West, 159.18 feet; thence North 37°37'08" West, 170.49 feet; thence North 77°16'36" West, 153.91 feet; thence North 77°54'31" West, 152.35 feet; thence North 88°03'11" West, 40.71 feet; thence North 60°10'38" West, 218.13 feet; thence North 03°05'23" East, 190.37 feet; thence North 35°52'20" West, 153.63 feet; thence North 59°29'24" West, 109.95 feet; thence North 82°45'36" West, 227.25 feet; thence North 64°13'07" West, 161.39 feet; thence North 53°07'06" West, 165.31 feet; thence North 86°35'49" West, 134.38 feet; thence South 87°53'42" West, 920.70 feet; thence South 03°09'37" East, 1024.91 feet; thence South 10°42'06" West, 197.54 feet; thence South 61°26'50" West, 129.10 feet; thence South 28°33'10" East, 15.40 feet; thence 278.42 feet along a curve to the right having a radius of 260.00 feet, subtended by a long chord bearing South 02°30'26" East, having a distance of 265.30 feet; thence South 28°10'11" West, 54.60 feet; thence 134.21 feet along a curve to the left, having a radius of 342.00 feet, subtended by a long chord bearing North 73°04'20" West, having a distance of 133.35 feet; thence South 86°57'45" West, 59.98 feet; thence North 03°00'52" West, 1164.47 feet along the west line of said Section 19 and the centerline of Napier Road to the Southwest corner of said Section 18; thence North 03°04'35" West, 726.63 feet along the West line of said Section 18 and the centerline of Napier Road; thence North 86°46'21" East, 2482.03 feet; thence North 86°46'21" East, 188.89 feet; thence North 04°18'23" West, 1977.53 feet along the North-South ¼ line of said Section 18 to the center of said Section 18; thence North 03°40'24" West, 312.34 feet along the North-South ¼ line of said Section 18; thence North 87°11'34" East, 2645.78 feet; thence South 04°05'31" East, 180.35 feet; thence South 87°11'34" West, 990.00 feet; thence South 04°06'21" East, 132.03 feet; thence North 87°11'34" East, 241.68 feet along the East-West ¼ line of said Section 18 to the Point of Beginning; containing 264.89 acres of land and being subject to the rights of the public over the Easterly 43.00 feet thereof for the use of Wixom Road and the Westerly 60.00 feet thereof for the use of Napier Road and being subject to any other easements or restrictions of record.

LIBER 30418 PG 405

22-18-300-009 SEC 18
 22-18-400-007-SE 1/4 SEC 18
 22-18-200-013-NE 1/4 SEC 18
 22-18-200-011-NE 1/4 SEC 18
 22-19-200-007-SE 1/4 SEC 18
 22-19-200-002-NE 1/4 SEC 19

22-18-400-003
 SE 1/4 SEC 18
 PT 22-19-100-005
 SEC 18 - ALL 1/4
 NE 1/4 SEC 19

EXHIBIT B continued -

Note: The aforesaid Parcel 2 includes parcels of land to be conveyed to and maintained by the Island Lake of Novi Community Association for the benefit of the Island Lake of Novi Community and the following condominium developments or phases thereof:

Units 76 through 132, both inclusive, Island Lake Vineyards, a residential condominium as established pursuant to the Master Deed thereof recorded at Liber 21518, Pages 346 through 420, both inclusive, Oakland County Records, as amended by the First Amendment to Master Deed recorded in Liber Liber 23996, Pages 436 through 473, both inclusive, Oakland County Records, said condominium being designated as Oakland County Condominium Subdivision Plan No. 1271, together with the common elements appurtenant thereto. The aforesaid Units 76 through 132 and adjacent common element areas are sometimes referred to as the "Ravines" phase of Island Lake Vineyards. *see attached sheet for schedules*

Units 1 through 126, both inclusive, Island Lake Arbors, a residential condominium as established pursuant to the Master Deed thereof recorded at Liber 23171, Pages 779 through 854, both inclusive, Oakland County Records, said condominium being designated as Oakland County Condominium Subdivision Plan No. 1358, together with the common elements appurtenant thereto. *900:358*

22-18-401-000 ENT

Units 1 through 64, both inclusive, Island Lake North Bay, a residential condominium as established pursuant to the Master Deed thereof recorded in Liber 24741, Pages 326 through 406, both inclusive, Oakland County Records, said condominium being designated as Oakland County Condominium Subdivision Plan No. 1413, together with the common elements appurtenant thereto. *900:413*

22-19-101-000 ENT

Units 1 through 40, both inclusive, Island Lake North Woods, a residential condominium as established pursuant to the Master Deed thereof recorded in Liber 24820, Pages 481 through 559, both inclusive, Oakland County Records, said condominium being designated as Oakland County Condominium Subdivision Plan No. 1415, together with the common elements appurtenant thereto. *900:415*

22-18-451-000 ENT

Units 1 through 18, both inclusive, Island Lake Shores North, a residential condominium as established pursuant to the Master Deed thereof recorded in Liber 25903, Pages 224 through 302, both inclusive, Oakland County Records, said condominium being designated as Oakland County Condominium Subdivision Plan No. 1444, together with the common elements appurtenant thereto. *900:444*

22-19-203-000 ENT

Parcel 3 (referred to for planning purposes as Phase 3B)

A parcel of land situated in the Northwest 1/4 of Section 20, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan described as having a Point of Beginning being the Northwest corner of said Section 20; thence North 86°34'34" East, 233.00 feet along the North line of said Section 20 and the center line of Eleven Mile Road; thence South 03°25'26" East, 233.00 feet;

LIBER 30418 PG 406

EXHIBIT B continued -

thence North 86°34'34" East, 100.00 feet; thence South 03°25'26" East, 133.00 feet; thence North 86°34'34" East, 357.00 feet; thence North 02°19'11" West, 366.07 feet; thence North 86°34'34" East, 49.60 feet along the North line of said Section 20 and the centerline of Eleven Mile Road; thence South 02°26'41" East, 1323.61 feet; thence South 86°46'57" West, 730.90 feet; thence North 03°07'36" West, 1320.80 feet along the West line of said Section 20 and the centerline of Wixom Road to the Point of Beginning; containing 18.86 acres of land and being subject to the rights of the public over the Northerly 43.00 feet thereof for the use of Eleven Mile Road and the Westerly 43.00 feet thereof for the use of Wixom Road and being subject to any easements or restrictions of record.

The land described above by metes and bounds now comprises Units 165 through 178, both inclusive, Island Lake Vineyards, a residential condominium as established pursuant to the Master Deed thereof recorded at Liber 21518, Pages 346 through 420, both inclusive, Oakland County Records, as amended by the Third Amendment to Master Deed recorded in Liber Liber 27072, Pages 708 through 732, both inclusive, Oakland County Records, said condominium being designated as Oakland County Condominium Subdivision Plan No. 1271, together with the common elements appurtenant thereto. The aforesaid Units 165 through 178 and adjacent common element areas are sometimes referred to as the "Ravines Enclave" phase of Island Lake Vineyards.

see attached for Schedule H's

Parcel 4 (referred to for planning purposes as Phase 3C)

A parcel of land situated in the Southwest ¼ of Section 20, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as commencing at the West ¼ corner of said Section 20; thence North 86°59'44" East, 43.01 feet along the East-West ¼ line of said Section 20 to the Point of Beginning; thence continuing North 86°59'44" East, 814.97 feet along the East-West ¼ line of said Section 20; thence South 02°40'05" East, 1002.50 feet; thence South 87°07'49" West, 831.91 feet; thence North 01°41'52" West, 1000.79 feet along the Easterly right-of-way line of Wixom Road to the Point of Beginning; containing 18.93 acres of land and being subject to any easements or restrictions of record.

The land described above by metes and bounds now comprises Units 133 through 164, both inclusive, Island Lake Vineyards, a residential condominium as established pursuant to the Master Deed thereof recorded at Liber 21518, Pages 346 through 420, both inclusive, Oakland County Records, as amended by the Third Amendment to Master Deed recorded in Liber Liber 27072, Pages 708 through 732, both inclusive, Oakland County Records, said condominium being designated as Oakland County Condominium Subdivision Plan No. 1271, together with the common elements appurtenant thereto. The aforesaid Units 133 through 164 and adjacent common element areas is sometimes referred to as the "Ravines East" phase of Island Lake Vineyards.

see attached for Schedule H's

LIBER 30418 PG 407

EXHIBIT B continued -**Parcel 5 (referred to for planning purposes as Phases 3D, 4 and 5)**

A part of Northeast 1/4 and Southeast 1/4 and Southwest 1/4 and Northwest 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 Southeast Corner of said Section 19; thence South 86°24'49" West, 230.64 feet, along the South line of said Section 19 and the centerline of Ten Mile Road, to the Point of Beginning; thence continuing South 86°24'49" West, 1092.71 feet, along the South line of said Section 19 and the centerline of said Ten Mile Road, (said point being North 86°24'49" East, 1323.35 feet, from the South 1/4 Corner of said Section 19); thence North 01°59'58" West, 1317.21 feet; thence South 86°23'50" West, 1034.04 feet; thence North 01°52'19" West, 10.20 feet; thence South 86°25'23" West, 297.38 feet, to the North and South 1/4 line of said Section 19, (said point being North 02°20'47" West, 1326.96 feet, from the South 1/4 Corner of said Section 19 and South 02°20'47" East, 1306.18 feet, from the Center of said Section 19); thence South 86°21'12" West, 38.00 feet; thence South 02°20'47" East, 1326.96 feet, to the South line of said Section 19 and the centerline of said Ten Mile Road, (said point being South 86°21'12" West, 38.00 feet, from the South 1/4 Corner of said Section 19); thence South 86°21'12" West, 985.50 feet, along the South line of said Section 19 and the centerline of said Ten Mile Road, (said point being North 86°21'12" East, 1606.86 feet, from the Southwest Corner of said Section 19); thence North 02°20'47" West, 1326.96 feet; thence South 86°03'33" West, 1618.18 feet, to the West line of said Section 19 and the centerline of Napier Road, (said point being North 02°49'46" West, 1318.44 feet, from the Southwest Corner of said Section 19); thence North 02°49'46" West, 1315.42 feet, along the West line of said Section 19 and the centerline of said Napier Road, to the West 1/4 Corner of said Section 19; thence North 03°01'04" West, 1466.97 feet, along the West line of said Section 19 and the centerline of said Napier Road, to the Southwest corner of Proposed "Island Lake North Bay", Condominium, (said point being South 03°01'04" East, 1164.47 feet, from the Northwest Corner of said Section 19); thence North 86°57'33" East, 59.98 feet, along the Southerly line of said "Island Lake North Bay"; thence 134.21 feet along a curve to the right, said curve having a radius of 342.00 feet, a central angle of 22°29'04" and a chord bearing and distance of South 73°04'32" East, 133.35 feet, along the Southerly line of said "Island Lake North Bay"; thence North 28°09'59" East, 54.60 feet, along the Southerly line of said "Island Lake North Bay"; thence 278.41 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 61°21'12" and a chord bearing and distance of North 02°30'38" West, 285.30 feet, along the Southerly line of said "Island Lake North Bay"; thence North 28°33'22" West, 15.40 feet, along the Southerly line of said "Island Lake North Bay"; thence North 61°26'38" East, 129.10 feet, along the Southerly line of said "Island Lake North Bay"; thence North 10°41'54" East, 182.54 feet, along the Southerly line of said "Island Lake North Bay", to Traverse Point "A"; thence continuing North 10°41'54" East, 15 feet more or less, along the Southerly line of said "Island Lake North Bay", to the Southerly shore line of Island Lake; thence Southeasterly, Northerly, Westerly and Northerly 10,675 feet more or less, along the shore of said Island Lake, to the Southerly line of Proposed "Island Lake Shores North" Condominium; thence North 86°22'54" East, 25 feet more or less, along the Southerly line of said "Island Lake Shores North", to Traverse point "B", (said Traverse point "B" being South 58°16'56" East, 680.85 feet and South 43°20'30" East, 414.80 feet and North 88°11'03" East, 300.76 feet and South 38°13'31" East, 655.48 feet and South 46°50'37"

LIBER 30418 PG 408

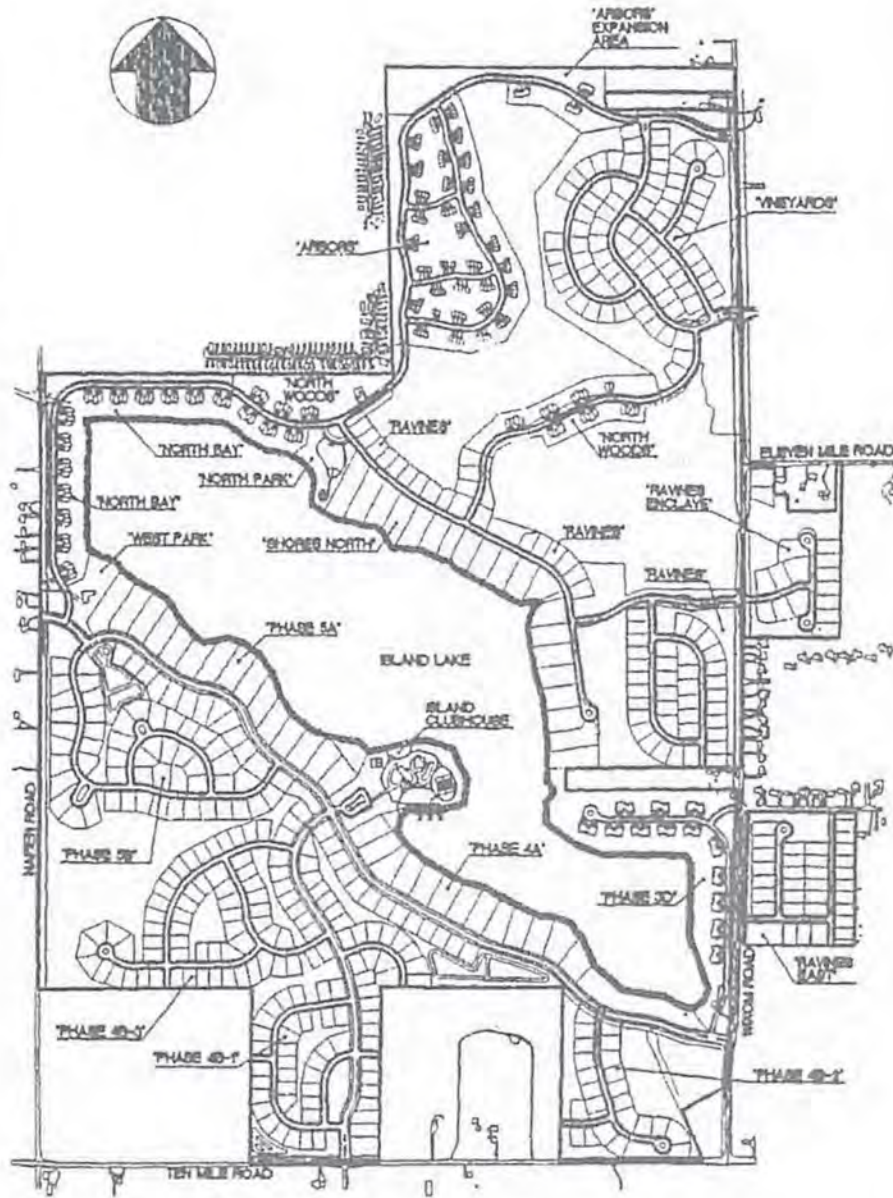
EXHIBIT B continued -

East, 980.51 feet and South 36°23'50" East, 174.63 feet and South 46°27'07" East, 352.00 feet and South 68°00'58" East, 944.35 feet and South 80°49'02" East, 241.28 feet and South 32°29'27" East, 365.16 feet and South 52°19'36" East, 292.08 feet and South 78°14'02" East, 588.57 feet and North 58°09'19" East, 152.57 feet and North 14°41'19" East, 151.97 feet and North 21°59'22" West, 430.31 feet and North 01°17'33" West, 621.17 feet and South 89°27'02" West, 728.61 feet and North 61°33'27" West, 472.40 feet and North 01°47'44" West, 330.01 feet, from said Traverse Point "A"); thence continuing North 86°22'54" East, 102.89 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 Wixom Road, (said point being South 03°08'01" East, 2476.09 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; thence South 86°22'40" West, 43.02 feet, along the East and West 1/4 line of said Section 19, to the Westerly right-of-way of said Wixom Road; thence South 01°42'13" East, 1544.47 feet, along the Westerly 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 right-of-way of said Wixom Road; thence South 05°17'47" West, 273.33 feet, along the Westerly right-of-way of said Wixom Road; thence 84.66 feet along a curve to the left, said curve having a radius of 693.00 feet, a central angle of 07°00'00" and a chord bearing and distance of South 01°47'47" West, 84.61 feet, along the Westerly right-of-way of said Wixom Road; thence South 01°42'13" East, 112.80 feet, along the Westerly right-of-way of said Wixom Road; thence South 88°17'56" West, 17.00 feet; thence South 59°02'27" West, 345.32 feet; thence South 25°56'15" East, 423.30 feet, to the Point of Beginning. All of the above containing 268 Acres more or less. All of the above being subject to easements restrictions and right-of-ways of record. All of the above being subject the rights of the public in Ten Mile Road and Napier Road and Wixom Road.

01 22-191-100-005-500'4" SEC 15 NE 1/4
 22-191-200-002-500'4"
 P1 22-191-400-011-NE 1/4, SE 1/4 SEC 19
 22-191-200-005-NE 1/4
 P1 22-191-400-001-SE 1/4
 P1 22-191-400-001-SE 1/4
 22-191-200-005-500'4"

LIBER 30418 PG 409

EXHIBIT C ISLAND LAKE OF NOVI COMMUNITY



SEIBER, KEAST & ASSOCIATES, INC.
CONSULTING ENGINEERS
40388 GRAND RIVER AVENUE, SUITE 113, NOVI, MI 48315-2123
(248) 472-7882

MILLETICS AND ASSOCIATES, L.L.C.
LAND SURVEYORS
NOVI, MI 48315-2123

ISLAND LAKE OF NOVI R.U.D.
SECTIONS 17, 18, 19, 20, T.1 N., R.8 E.
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 1000'
DATE: 08-06-2003
JOB NO.: 01-024
DRAWN BY: DJ-024/SEC...
CHECKED BY: GCP
DATE: PK
SHEET: 1 OF 1

LOER 30418PG409.1

EXHIBIT C continued -

Note: The names of the condominium projects shown on this Exhibit C as being located within the Island Lake of Novi Community and the Island Lake of Novi RUD all include the words "Island Lake". As of the date of this Second Amendment, the condominium projects that have been established within the Island Lake of Novi Community include:

- Island Lake Vineyards, Oakland County Condominium Subdivision Plan No. 1271, which includes the phases and areas designated on this Exhibit C drawing as "Vineyards", "Ravines", "Ravines Enclave", and "Ravines East".
- Island Lake Arbors, Oakland County Condominium Subdivision Plan No. 1358.
- Island Lake North Bay, Oakland County Condominium Subdivision Plan No. 1413.
- Island Lake North Woods, Oakland County Condominium Subdivision Plan No. 1415 (includes two separate parcels).
- Island Lake Shores North, Oakland County Condominium Subdivision Plan No. 1444.

The Island Lake of Novi Community also includes (i) areas that are intended to be owned and operated by the Island Lake of Novi Community Association, including, but not limited to, the areas designated on the Exhibit C drawing as the "North Park", the "West Park", and the "Island Clubhouse", and (ii) the RUD phases identified on the Exhibit C drawing as Phases 3D, 4A, 4B-1, 4B-2, 4B-3, 5A and 5B.

LIBER 30418 PG 410
CONDOMINIUM CONTROL SHEET

Pg. 2 - 3

OCCP NO 1271 TITLE ISLAND LAKE VINEYARDS

CVT CODE 50 TWP/CITY NOVI MAP PG NO SCHOOL DISTRICT 1804 184

UNIT	BLDG	SIDWELL NO	FROM	UNIT	BLDG	SIDWELL NO	FROM
[REDACTED]		[REDACTED]	400-002	101		22-19-226-001	200-001
[REDACTED]		[REDACTED]		102		008	
[REDACTED]		[REDACTED]		103		009	
[REDACTED]		13		104		010	
[REDACTED]		4		105		011	
[REDACTED]		[REDACTED]		106		012	
[REDACTED]		[REDACTED]		107		013	
* 76		22-19-301-001	100-300-002	108		014	
* 77		005		109		22-19-228-001	
* 78		005		110		002	
* 79		007		111		003	
79		005	18-400-005	112		004	
* 80		006	120-204-15-300-002	113		005	
80		007	120-204-15-300-001	114		006	
81		008	120-204-15-300-001	115		007	
82		009	200-001	116		008	
83		010		117		009	
84		011		118		010	
85		012		119		011	
86		013	120-204-15-400-001	120		012	
87		014	120-204-15-400-002	121		22-19-227-001	
88		22-19-202-001	200-001	122		002	
89		002		123		003	
90		003		124		004	
91		004		125		005	
92		005	100-300-003	126		006	
93		006		127		007	
94		007	200-003	128		008	
95		22-19-226-001		129		009	
96		002		130		010	
97		003		131		011	
98		004		132		012	
99		005		133		22-20-302-001	301-012
100		006		134		002	

n/c

* School District No 184

CONT'D

LIBER 30418 PG 410.1
CONDOMINIUM CONTROL SHEET

3-3

OCCP NO 1271 TITLE ISLAND LAKE VINEYARDS

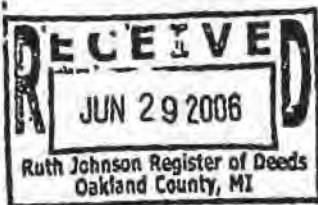
CVT CODE 50 TWP CITY NOVI

MAP PG NO 52400L 1804
DIST 184

UNIT	BLDG	SIDWELL NO	FROM	UNIT	BLDG	SIDWELL NO	FROM
135		22-20-302-003	301.012	169		22-20-100-025	001
136		004		170		026	
137		005		171		027	
138		006		172		028	
139		007		173		029	
140		008		174		030	
141		009		175		031	
142		010		176		032	
143		011		177		033	
144		012		178		034	
145		013					
146		014					
147		015					
148		016					
149		017					
150		018					
151		019					
152		22-20-301-028					
153		029					
154		030					
155		031					
156		032					
157		033					
158		034					
159		035					
160		036					
161		037					
162		22-20-303-001					
163		002					
164		003					
165		22-20-100-021	001				
166		022					
167		023					
168		024					

BALANCE PARCEL
 22-18-400-014
 95.94 Ac. ±
 22-19-100-002
 203.72 Ac. ±
 22-19-200-006
 50.51 Ac. ±

MC



LIBER 37780 PG 677

166858
LIBER 37780 PAGE 677
\$49.00 MISC RECORDING
\$4.00 REMUNERATION
06/30/2006 10:05:44 A.M. RECEIPT# 74422

PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

**THIRD AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

ISLAND LAKE OF NOVI COMMUNITY ASSOCIATION

This Third Amendment to Declaration of Covenants, Conditions and Restrictions of the Island Lake of Novi Community Association ("Third Amendment") is made this 22 day of June, 2006, by TOLL MI II LIMITED PARTNERSHIP, a Michigan limited partnership whose address is 30500 Northwestern Highway, Suite 400, Farmington Hills, Michigan 48334 (hereinafter sometimes referred to as "Declarant").

RECITALS:

A. On February 9, 1998, the City of Novi and Harvest Land Company, L.L.C. entered into a certain Harvest Lake of Novi Residential Unit Development Agreement (the "Harvest Lake RUD Agreement") constituting land situated in the City of Novi as the "Harvest Lake of Novi Residential Unit Development" pursuant to the provisions of Section 2404 of the City of Novi Zoning Ordinance. The Harvest Lake RUD Agreement was recorded at Liber 18279, Pages 716 through 855, both inclusive, Oakland County Records. The Harvest Lake RUD Agreement was amended by a Harvest Lake of Novi First Amendment of Residential Unit Development Agreement (the "Harvest Lake of Novi First Amendment of RUD Agreement") dated as of July 22, 1999, and recorded at Liber 20818, Pages 15 through 40, both inclusive, Oakland County Records. On July 2, 2003, the Declarant caused a Second Amendment to Residential Unit Development Agreement (the "Second Amendment to RUD Agreement") with respect to Island Lake of Novi (formerly known as "Harvest Lake of Novi") to be recorded at Liber 29801, Pages 7 through 23, both inclusive, Oakland County Records.¹ On or about July 21, 2003, the Declarant caused a Third Amendment to Residential Unit Development Agreement (the "Third Amendment to RUD Agreement") with respect to Island Lake of Novi to be recorded at Liber 30402, Pages 1 through 15, both inclusive, Oakland County Records. On March 14, 2005, the Declarant caused both a Fourth Amendment to Residential Unit Development Agreement (the "Fourth Amendment to RUD Agreement") with respect to Island Lake of Novi to be recorded at Liber 35126, Pages 758-772, both inclusive, Oakland County Records and a Fifth Amendment to Residential Unit Development Agreement (the "Fifth Amendment to RUD Agreement") with respect to Island Lake of Novi to be recorded at Liber 35126, Pages 773 through 794, both inclusive, Oakland County Records.

(Handwritten initials)

OK - LG

¹ Declarant changed the name of the Harvest Lake of Novi Residential Unit Development to its current name with the approval of the City of Novi as permitted by the Harvest Lake of Novi First Amendment to RUD Agreement.

LIBER 37780 PG 678

B. On June 19, 2000, Declarant executed a certain Island Lake of Novi Community Association Declaration of Covenants, Conditions and Restrictions (the "Original Declaration") and caused the same to be recorded on June 21, 2000 at Liber 21518, Pages 318 through 345, both inclusive, Oakland County Records, for the purpose of establishing a master association (the "Association") to administer certain common facilities to be developed, constructed and/or installed for the benefit of the residents of the various residential developments to be established within the Island Lake of Novi Residential Unit Development (the "Island Lake of Novi RUD"). With the recording of the Declaration, Declarant established certain land located in the City of Novi and within the Island Lake of Novi RUD as the "Island Lake of Novi Community", an overall development that is intended to include a number of residential developments which may be developed as condominiums or platted subdivisions. As initially established, the Island Lake of Novi Community comprised the land, condominium units and improvements included in Island Lake Vineyards, Oakland County Condominium Subdivision Plan No. 1271, a residential condominium established with the recording of the Master Deed thereof at Liber 21518, Pages 346 through 420, both inclusive, Oakland County Records.

C. On June 22, 2001, Declarant amended the Original Declaration by recording a certain First Amendment to Declaration of Covenants, Conditions and Restrictions with respect to the Island Lake of Novi Community Association (the "First Amendment to Declaration") at Liber 23097, Pages 301 through 309, both inclusive, Oakland County Records, for the purpose of expanding the Island Lake of Novi Community to include additional portions of the Island Lake of Novi RUD, as provided in the Original Declaration and to clarify certain other matters.

D. On August 20, 2003, Declarant amended the Original Declaration, as previously amended by the First Amendment to Declaration, by recording a certain Second Amendment to Declaration of Covenants, Conditions and Restrictions with respect to the Island Lake of Novi Community Association (the "Second Amendment to Declaration") at Liber 30418, Pages 397 through 410, both inclusive, Oakland County Records, for the purpose of adding to the Island Lake of Novi Community all of the land then included in the Island Lake of Novi RUD²

E. Pursuant to the terms of the Fifth Amendment to RUD Agreement referenced above, the land identified on Exhibit A hereto was added to the Island Lake of Novi RUD.

F. Declarant now wishes to exercise rights reserved in the Original Declaration, as amended, to add to the Island Lake of Novi Community the land identified in Exhibit A hereto and included in the Island Lake of Novi RUD, which land is planned for residential development and that has not been previously included in the Island Lake of Novi Community.

NOW, THEREFORE, Declarant hereby amends the Original Declaration as follows:

² The Island Lake of Novi RUD includes parcels of land located east of Wixom Road and north of Eleven Mile Road that have been committed to development and use for public school purposes and a public park. Those parcels will not be included in the Island Lake of Novi Community and will not be subject to the terms and conditions of the Original Declaration, as amended.

REF 37780 PG 679

1. The land legally described in the attached Exhibit A to this Third Amendment (the "Submitted Land") is hereby submitted to and made a part of the Island Lake of Novi Community. The Declarant intends to expand the residential site condominium known as Island Lake Orchards, Oakland County Condominium Subdivision Plan No. 1552, from 244 Units to 266 Units, with the twenty-two (22) additional Units to be established upon the Submitted Land described in Exhibit A. The Submitted Land is referred to for planning purposes as Phase 5C. The Submitted Land comprises 10.047 acres of land located immediately north of Ten Mile Road, east of Phase 4B-1 of Island Lake Orchards and west of Phase 4B-2 of Island Lake Orchards.


2. With the inclusion of the Submitted Land to the Island Lake of Novi Community, the land now included in the Island Lake of Novi Community is legally described in the attached Exhibit B and depicted on the attached Exhibit C. As provided in the Original Declaration as amended by the First Amendment to Declaration and the Second Amendment to Declaration, the Declarant retains the right to unilaterally add to the Island Lake of Novi Community any parcel of land that is (i) located adjacent to the land included in the Island Lake of Novi RUD as defined in the Original Declaration and (ii) purchased by Declarant or an affiliate of the Declarant. As stated in the Original Declaration as amended by the First Amendment to Declaration and the Second Amendment to Declaration, land shall be deemed to be adjacent to the Island Lake of Novi RUD if it abuts land located in the Island Lake of Novi RUD or if it is only separated from land located in the Island Lake of Novi RUD by a public road or other public right of way.

3. Except as revised by the First Amendment to Declaration, the Second Amendment to Declaration and this Third Amendment, the Original Declaration is hereby ratified and confirmed. The terms and conditions of the Original Declaration, as amended by the First Amendment to Declaration and the Second Amendment to Declaration, shall remain in full force and effect, except as modified herein.

IN WITNESS WHEREOF, Declarant has duly executed this Third Amendment to Declaration of Covenants, Conditions and Restrictions on the date first above set forth.

TOLL MI II LIMITED PARTNERSHIP, a Michigan limited partnership

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

By: 
Keith L. Anderson
Its: Vice President

[Notarization on the Following Page.]

LIBER 37780 PG 681

EXHIBIT A

THE "SUBMITTED LAND"

The land added to the Island Lake of Novi Community pursuant to this Third Amendment to Declaration (the "Submitted Land") is legally described as follows:

A part of the Southeast 1/4 and the Southwest 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 South 1/4 Corner of said Section 19 for a Point of Beginning; thence South 86° 21' 12" West 38.00 feet (previously described as South 89° 18' 00" West), along the South line of said Section 19 and the centerline of Ten Mile Road, to the Southeast corner of "Island Lake Orchards", Oakland County Condominium Plan No. 1552, as recorded in Liber 30468, Page 611 through 689, as amended, (said point being North 86° 21' 12" East, 2592.36 feet, from the Southwest Corner of said Section 19); thence North 02° 20' 47" West, 1326.96 feet, along the Easterly line of said "Island Lake Orchards", (previously described as North 00° 33' 20" East); thence North 86° 21' 12" East, 38.00 feet, along the Southerly line of said "Island Lake Orchards", (previously described as North 89° 18' 00" East), to a point on the North and South 1/4 line of said Section 19, (said point being South 02° 20' 47" East, 1306.18 feet, from the Center of said Section 19); thence North 86° 25' 23" East, 297.38 feet, along the Southerly line of said "Island Lake Orchards", (previously described as North 89° 24' 00" East, 296.21 feet); thence South 01° 52' 19" East, 1327.19 feet, along the Southerly line of said "Island Lake Orchards" and an extension thereof, (previously described as South 00° 58' 48" West), to a point on the South line of said Section 19, (said point being South 86° 24' 49" West, 2360.31 feet, from the Southeast Corner of said Section 19); thence South 86° 24' 49" West, 286.39 feet, (previously described as South 89° 24' 00" West), along the South line of said Section 19 and the centerline of said Ten Mile Road, to the Point of Beginning. All of the above containing 10.047 Acres. All of the above being subject to the right of the public in Ten Mile Road. All of the above being subject to easements, restrictions and right-of-ways of records.

22-19-400-005

LIBER 37780 PG 682

EXHIBIT B

THE "ISLAND LAKE OF NOVI COMMUNITY"

The land now included in the Island Lake of Novi Community comprises the following parcels of land all located in the City of Novi, Oakland County, Michigan and described as follows:

Parcel 1 (referred to for planning purposes as Phase 2A)

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

Units 1 through 75, both inclusive, Island Lake Vineyards, a residential condominium as established pursuant to the Master Deed thereof recorded at Liber 21518, Pages 346 through 420, both inclusive, Oakland County Records, and Act 59 of the Public Acts of 1978, as the same may be amended, said condominium being designated as Oakland County Condominium Subdivision Plan No. 1271, together with the common elements appurtenant thereto.

all units falls within 22-18-426 000 est

Parcel 1 is described by metes and bounds as a parcel of land in the Southeast 1/4 of Section 18, T1N, R8E, City of Novi, Oakland County, Michigan, described as having a point of beginning being the East 1/4 corner of said Section 18, thence S 04°05'31" E 2411.59 feet along the East line of said Section 18 and the centerline of Wixom Road; thence S 85°54'28" W 203.34 feet; thence N 66°52'21" W 40.82 feet; thence N 05°24'15" E 174.46 feet; thence N 58°11'02" W 76.27 feet; thence N 02°44'24" W 90.17 feet; thence N 28°38'17" W 60.51 feet; thence N 10°33'08" W 69.23 feet; thence N 07°26'27" E 79.79 feet; thence N 81°20'08" W 30.76 feet; thence S 13°56'32" W 71.98 feet; thence S 32°53'41" W 182.90 feet; thence S 60°03'43" W 168.11 feet; thence N 22°18'29" W 211.69 feet; thence N 61°36'32" W 962.56 feet; thence N 08°25'19" W 855.49 feet; thence N 35°25'56" E 580.50 feet; thence N 78°17'53" E 422.77 feet; thence N 85°47'54" E 8.10 feet; thence N 04°34'11" W 106.92 feet; thence N 87°11'34" E 748.32 feet along the East-West 1/4 line of said Section 18 to the point of beginning and being subject to the rights of the public over the East 43.00 feet thereof for use as Wixom Road and to any other easements or restrictions of record; containing 62.65 acres of land.

Parcel 2 (referred to for planning purposes as Phases 2B, 3A and 6)

A parcel of land situated in the Northeast 1/4 of Section 18 and the Southeast 1/4 of Section 18 and the Southwest 1/4 of Section 18 and the Northwest 1/4 of Section 19 and the Northeast 1/4 of Section 19; all in Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as commencing at the East 1/4 corner of said Section 18; thence South 87°11'34" West, 748.32 feet along the East-West 1/4 line of said Section 18 to the Point of Beginning; thence South 04°34'11" East, 106.92 feet; thence South 85°47'54" West, 8.10 feet; thence South 78°17'53" West, 422.77 feet; thence South 35°25'56" West, 580.50 feet; thence South 08°25'19" East, 855.49 feet; thence South 61°36'32" East, 962.56 feet; thence South 22°18'29" East, 211.69 feet; thence North 60°03'43" East, 168.11 feet; thence North 32°53'41" East, 182.90 feet; thence North 13° 56' 32" East, 71.98 feet; thence South 81° 20' 08" East, 30.76 feet; thence South 07°26'27" West, 79.79 feet; thence South 10°33'08" East, 69.23 feet;

LIBER 37780 PG 683

EXHIBIT B continued -

thence South 28°38'17" East, 60.51 feet; thence South 02°44'24" East, 90.17 feet; thence South 58°11'02" East, 76.27 feet; thence South 05°24'15" West, 174.46 feet; thence South 66°52'21" East, 40.82 feet; thence North 85°54'28" East, 203.34 feet; thence South 04°05'31" East, 227.12 feet along the East line of said Section 18 and the centerline of Wixom Road to the Southeast corner of said Section 18; thence South 03°07'36" East, 2310.99 feet along the East line of said Section 19 and the centerline of Wixom Road; thence South 86°22'51" West, 1463.27 feet; thence North 06°08'24" West, 274.98 feet; thence North 10°11'35" West, 170.04 feet; thence North 12°52'49" West, 170.06 feet; thence North 17°00'01" West, 160.77 feet; thence North 13°24'18" West, 160.10 feet; thence North 11°36'41" West, 150.00 feet; thence North 06°23'07" East, 101.16 feet; thence North 17°26'39" East, 71.90 feet; thence North 24°35'14" West, 30.70 feet; thence North 81°23'23" West, 26.65 feet; thence South 61°05'54" West, 34.66 feet; thence South 89°53'27" West, 44.53 feet; thence North 78°44'05" West, 59.93 feet; thence North 65°21'24" West, 102.13 feet; thence North 60°59'33" West, 150.57 feet; thence North 76°56'16" West, 83.28 feet; thence North 53°54'49" West, 80.00 feet; thence North 71°22'42" West, 66.51 feet; thence North 45°49'56" West, 89.26 feet; thence North 76°34'05" West, 115.63 feet; thence North 72°32'22" West, 150.98 feet; thence North 85°33'13" West, 159.18 feet; thence North 37°37'08" West, 170.49 feet; thence North 77°16'36" West, 153.91 feet; thence North 77°54'31" West, 152.35 feet; thence North 88°03'11" West, 40.71 feet; thence North 60°10'38" West, 218.13 feet; thence North 03°05'23" East, 190.37 feet; thence North 35°52'20" West, 153.63 feet; thence North 59°29'24" West, 109.95 feet; thence North 82°45'36" West, 227.25 feet; thence North 64°13'07" West, 161.39 feet; thence North 53°07'06" West, 165.31 feet; thence North 86°35'49" West, 134.38 feet; thence South 87°53'42" West, 920.70 feet; thence South 03°09'37" East, 1024.91 feet; thence South 10°42'06" West, 197.54 feet; thence South 61°26'50" West, 129.10 feet; thence South 28°33'10" East, 15.40 feet; thence 278.42 feet along a curve to the right having a radius of 260.00 feet, subtended by a long chord bearing South 02°30'26" East, having a distance of 265.30 feet; thence South 28°10'11" West, 54.60 feet; thence 134.21 feet along a curve to the left, having a radius of 342.00 feet, subtended by a long chord bearing North 73°04'20" West, having a distance of 133.35 feet; thence South 86°57'45" West, 59.98 feet; thence North 03°00'52" West, 1164.47 feet along the west line of said Section 19 and the centerline of Napier Road to the Southwest corner of said Section 18; thence North 03°04'35" West, 726.63 feet along the West line of said Section 18 and the centerline of Napier Road; thence North 86°46'21" East, 2482.03 feet; thence North 86°46'21" East, 188.89 feet; thence North 04°18'23" West, 1977.53 feet along the North-South 1/4 line of said Section 18 to the center of said Section 18; thence North 03°40'24" West, 312.34 feet along the North-South 1/4 line of said Section 18; thence North 87°11'34" East, 2645.78 feet; thence South 04°05'31" East, 180.35 feet; thence South 87°11'34" West, 990.00 feet; thence South 04°06'21" East, 132.03 feet; thence North 87°11'34" East, 241.68 feet along the East-West 1/4 line of said Section 18 to the Point of Beginning; containing 264.89 acres of land and being subject to the rights of the public over the Easterly 43.00 feet thereof for the use of Wixom Road and the Westerly 60.00 feet thereof for the use of Napier Road and being subject to any other easements or restrictions of record.

all takes in all of Island
 Lake East Arbores occ#1459
 22-18-276-000ent and
 Island Lake Arbores occ#1358
 22-18-401-000ent and
 Island Lake North Woods occ#1415
 22-18-451-000ent and
 Island Lake North Bay occ#1413
 22-19-101-000ent

22-18-200-011 NE 1/4
 22-18-400-008 SE 1/4 see 18 & NE 1/4 see 19
 22-18-400-003 SE 1/4 22-19-200-002 NE 1/4
 22-19-200-007 SE 1/4 see 18 & NE 1/4 see 19
 22-19-100-006 SW 1/4 see 18 & NW 1/4 see 19
 22-18-300-009 SW 1/4
 all of Island Lake Vineyards occ#1271
 and Island Lake Shores 22-18-426-000ent
 North occ#1444 - 22-19-203-000ent

LIBER 37780 PG 684

EXHIBIT B continued -

Note: The aforesaid Parcel 2 includes parcels of land to be conveyed to and maintained by the Island Lake of Novi Community Association for the benefit of the Island Lake of Novi Community and the following condominium developments or phases thereof:

Units 76 through 132, both inclusive, Island Lake Vineyards, a residential condominium as established pursuant to the Master Deed thereof recorded at Liber 21518, Pages 346 through 420, both inclusive, Oakland County Records, as amended by the First Amendment to Master Deed recorded in Liber Liber 23996, Pages 436 through 473, both inclusive, Oakland County Records, said condominium being designated as Oakland County Condominium Subdivision Plan No. 1271, together with the common elements appurtenant thereto. The aforesaid Units 76 through 132 and adjacent common element areas are sometimes referred to as the "Ravines" phase of Island Lake Vineyards. ** See attached sheet for Sidwells*

Units 1 through 126, both inclusive, Island Lake Arbors, a residential condominium as established pursuant to the Master Deed thereof recorded at Liber 23171, Pages 779 through 854, both inclusive, Oakland County Records, said condominium being designated as Oakland County Condominium Subdivision Plan No. 1358, together with the common elements appurtenant thereto.

22-18-401-000ent

Units 1 through 64, both inclusive, Island Lake North Bay, a residential condominium as established pursuant to the Master Deed thereof recorded in Liber 24741, Pages 326 through 406, both inclusive, Oakland County Records, said condominium being designated as Oakland County Condominium Subdivision Plan No. 1413, together with the common elements appurtenant thereto.

22-19-101-000ent

Units 1 through 40, both inclusive, Island Lake North Woods, a residential condominium as established pursuant to the Master Deed thereof recorded in Liber 24820, Pages 481 through 559, both inclusive, Oakland County Records, said condominium being designated as Oakland County Condominium Subdivision Plan No. 1415, together with the common elements appurtenant thereto.

22-18-451-000ent

Units 1 through 18, both inclusive, Island Lake Shores North, a residential condominium as established pursuant to the Master Deed thereof recorded in Liber 25903, Pages 224 through 302, both inclusive, Oakland County Records, said condominium being designated as Oakland County Condominium Subdivision Plan No. 1444, together with the common elements appurtenant thereto.

22-19-203-000ent

Parcel 3 (referred to for planning purposes as Phase 3B)

A parcel of land situated in the Northwest ¼ of Section 20, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan described as having a Point of Beginning being the Northwest corner of said Section 20; thence North 86°34'34" East, 233.00 feet along the North line of said Section 20 and the center line of Eleven Mile Road; thence South 03°25'26" East, 233.00 feet; thence North 86°34'34" East, 100.00 feet; thence South 03°25'26" East, 133.00

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EXHIBIT B continued -

feet; thence North 86°34'34" East, 357.00 feet; thence North 02°19'11" West, 366.07 feet; thence North 86°34'34" East, 49.60 feet along the North line of said Section 20 and the centerline of Eleven Mile Road; thence South 02°26'41" East, 1323.61 feet; thence South 86°46'57" West, 730.90 feet; thence North 03°07'36" West, 1320.80 feet along the West line of said Section 20 and the centerline of Wixom Road to the Point of Beginning; containing 18.86 acres of land and being subject to the rights of the public over the Northerly 43.00 feet thereof for the use of Eleven Mile Road and the Westerly 43.00 feet thereof for the use of Wixom Road and being subject to any easements or restrictions of record.

The land described above by metes and bounds now comprises Units 165 through 178, both inclusive, Island Lake Vineyards, a residential condominium as established pursuant to the Master Deed thereof recorded at Liber 21518, Pages 346 through 420, both inclusive, Oakland County Records, as amended by the Third Amendment to Master Deed recorded in Liber Liber 27072, Pages 708 through 732, both inclusive, Oakland County Records, said condominium being designated as Oakland County Condominium Subdivision Plan No. 1271, together with the common elements appurtenant thereto. The aforesaid Units 165 through 178 and adjacent common element areas are sometimes referred to as the "Ravines Enclave" phase of Island Lake Vineyards.

see attached for Sidwells

Parcel 4 (referred to for planning purposes as Phase 3C)

A parcel of land situated in the Southwest ¼ of Section 20, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as commencing at the West ¼ corner of said Section 20; thence North 86°59'44" East, 43.01 feet along the East-West ¼ line of said Section 20 to the Point of Beginning; thence continuing North 86°59'44" East, 814.97 feet along the East-West ¼ line of said Section 20; thence South 02°40'05" East, 1002.50 feet; thence South 87°07'49" West, 831.91 feet; thence North 01°41'52" West, 1000.79 feet along the Easterly right-of-way line of Wixom Road to the Point of Beginning; containing 18.93 acres of land and being subject to any easements or restrictions of record.

The land described above by metes and bounds now comprises Units 133 through 164, both inclusive, Island Lake Vineyards, a residential condominium as established pursuant to the Master Deed thereof recorded at Liber 21518, Pages 346 through 420, both inclusive, Oakland County Records, as amended by the Third Amendment to Master Deed recorded in Liber Liber 27072, Pages 708 through 732, both inclusive, Oakland County Records, said condominium being designated as Oakland County Condominium Subdivision Plan No. 1271, together with the common elements appurtenant thereto. The aforesaid Units 133 through 164 and adjacent common element areas is sometimes referred to as the "Ravines East" phase of Island Lake Vineyards.

see attached for Sidwells

Parcel 5 (referred to for planning purposes as Phases 3D, 4 and 5)

A part of Northeast 1/4 and Southeast 1/4 and Southwest 1/4 and Northwest 1/4 of Section 19, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly

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EXHIBIT B continued -

described as commencing at the Southeast Corner of said Section 19; thence South $86^{\circ}24'49''$ West, 230.64 feet, along the South line of said Section 19 and the centerline of Ten Mile Road, to the Point of Beginning; thence continuing South $86^{\circ}24'49''$ West, 1092.71 feet, along the South line of said Section 19 and the centerline of said Ten Mile Road, (said point being North $86^{\circ}24'49''$ East, 1323.35 feet, from the South 1/4 Corner of said Section 19); thence North $01^{\circ}59'58''$ West, 1317.21 feet; thence South $86^{\circ}23'50''$ West, 1034.04 feet; thence North $01^{\circ}52'19''$ West, 10.20 feet; thence South $86^{\circ}25'23''$ West, 297.38 feet, to the North and South 1/4 line of said Section 19, (said point being North $02^{\circ}20'47''$ West, 1326.96 feet, from the South 1/4 Corner of said Section 19 and South $02^{\circ}20'47''$ East, 1306.18 feet, from the Center of said Section 19); thence South $86^{\circ}21'12''$ West, 38.00 feet; thence South $02^{\circ}20'47''$ East, 1326.96 feet, to the South line of said Section 19 and the centerline of said Ten Mile Road, (said point being South $86^{\circ}21'12''$ West, 38.00 feet, from the South 1/4 Corner of said Section 19); thence South $86^{\circ}21'12''$ West, 985.50 feet, along the South line of said Section 19 and the centerline of said Ten Mile Road, (said point being North $86^{\circ}21'12''$ East, 1606.86 feet, from the Southwest Corner of said Section 19); thence North $02^{\circ}20'47''$ West, 1326.96 feet; thence South $86^{\circ}03'33''$ West, 1618.18 feet, to the West line of said Section 19 and the centerline of Napier Road, (said point being North $02^{\circ}49'46''$ West, 1318.44 feet, from the Southwest Corner of said Section 19); thence North $02^{\circ}49'46''$ West, 1315.42 feet, along the West line of said Section 19 and the centerline of said Napier Road, to the West 1/4 Corner of said Section 19; thence North $03^{\circ}01'04''$ West, 1466.97 feet, along the West line of said Section 19 and the centerline of said Napier Road, to the Southwest corner of Proposed "Island Lake North Bay", Condominium, (said point being South $03^{\circ}01'04''$ East, 1164.47 feet, from the Northwest Corner of said Section 19); thence North $86^{\circ}57'33''$ East, 59.98 feet, along the Southerly line of said "Island Lake North Bay"; thence 134.21 feet along a curve to the right, said curve having a radius of 342.00 feet, a central angle of $22^{\circ}29'04''$ and a chord bearing and distance of South $73^{\circ}04'32''$ East, 133.35 feet, along the Southerly line of said "Island Lake North Bay"; thence North $28^{\circ}09'59''$ East, 54.60 feet, along the Southerly line of said "Island Lake North Bay"; thence 278.41 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of $61^{\circ}21'12''$ and a chord bearing and distance of North $02^{\circ}30'38''$ West, 265.30 feet, along the Southerly line of said "Island Lake North Bay"; thence North $28^{\circ}33'22''$ West, 15.40 feet, along the Southerly line of said "Island Lake North Bay"; thence North $61^{\circ}26'38''$ East, 129.10 feet, along the Southerly line of said "Island Lake North Bay"; thence North $10^{\circ}41'54''$ East, 182.54 feet, along the Southerly line of said "Island Lake North Bay", to Traverse Point "A"; thence continuing North $10^{\circ}41'54''$ East, 15 feet more or less, along the Southerly line of said "Island Lake North Bay", to the Southerly shore line of Island Lake; thence Southeasterly, Northerly, Westerly and Northerly 10,675 feet more or less, along the shore of said Island Lake, to the Southerly line of Proposed "Island Lake Shores North", Condominium; thence North $86^{\circ}22'54''$ East, 25 feet more or less, along the Southerly line of said "Island Lake Shores North", to Traverse point "B", (said Traverse point "B" being South $58^{\circ}16'56''$ East, 680.85 feet and South $43^{\circ}20'30''$ East, 414.80 feet and North $88^{\circ}11'03''$ East, 300.76 feet and South $38^{\circ}13'31''$ East, 655.48 feet and South $46^{\circ}50'37''$ East, 980.51 feet and South $36^{\circ}23'50''$ East, 174.63 feet and South $46^{\circ}27'07''$ East, 352.00 feet and South $68^{\circ}00'58''$ East, 944.35 feet and South $80^{\circ}49'02''$ East, 241.28 feet and South $32^{\circ}29'27''$ East, 365.16 feet and South $52^{\circ}19'36''$ East, 292.08 feet and South $78^{\circ}14'02''$ East, 588.57 feet and North $58^{\circ}09'19''$ East, 152.57 feet and North $14^{\circ}41'19''$ East, 151.97 feet

parcel # 22-19-100-006
5 # 22-19-476-002
22-19-426-002

also takes in Island
lake shores South occp# 1553
22-19-176-000-ent
and Island lake orchards
occp# 1552 22-19-376-000-ent

EXHIBIT B continued - and Island lake
South Harbor occp# 1602 22-19-477-000-ent

and North 21°59'22" West, 430.31 feet and North 01°17'33" West, 621.17 feet and South 89°27'02" West, 728.61 feet and North 61°33'27" West, 472.40 feet and North 01°47'44" West, 330.01 feet, from said Traverse Point "A"); thence continuing North 86°22'54" East, 102.89 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 Wixom Road, (said point being South 03°08'01" East, 2476.09 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; thence South 86°22'40" West, 43.02 feet, along the East and West 1/4 line of said Section 19, to the Westerly right-of-way of said Wixom Road; thence South 01°42'13" East, 1544.47 feet, along the Westerly 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 right-of-way of said Wixom Road; thence South 05°17'47" West, 273.33 feet, along the Westerly right-of-way of said Wixom Road; thence 84.66 feet along a curve to the left, said curve having a radius of 693.00 feet, a central angle of 07°00'00" and a chord bearing and distance of South 01°47'47" West, 84.61 feet, along the Westerly right-of-way of said Wixom Road; thence South 01°42'13" East, 112.80 feet, along the Westerly right-of-way of said Wixom Road; thence South 88°17'56" West, 17.00 feet; thence South 59°02'27" West, 345.32 feet; thence South 25°56'15" East, 423.30 feet, to the Point of Beginning. All of the above containing 268 Acres more or less. All of the above being subject to easements restrictions and right-of-ways of record. All of the above being subject the rights of the public in Ten Mile Road and Napier Road and Wixom Road.

LIBER 37780 PG 687

Note: The aforesaid Parcels 3D, 4 and 5 include parcels of land to be conveyed to and maintained by the Island Lake of Novi Community Association for the benefit of the Island Lake of Novi Community and the following condominium developments or phases thereof:

Units 1 through 52, both inclusive, Island Lake South Harbor, a residential condominium as established pursuant to the Master Deed thereof recorded at Liber 32001, Pages 821 through 898, both inclusive, Oakland County Records; said condominium being designated as Oakland County Condominium Subdivision Plan No. 1602, together with the common elements appurtenant thereto.

Units 1 through 28, both inclusive, Island Lake Shores South, a residential condominium as established pursuant to the Master Deed thereof recorded at Liber 30468, Pages 690 through 772, both inclusive, Oakland County Records; said condominium being designated as Oakland County Condominium Subdivision Plan No. 1553, together with the common elements appurtenant thereto.

Units 1 through 244, both inclusive, Island Lake Orchards, a residential condominium as established pursuant to the Master Deed thereof recorded at Liber 30468, Pages 611 through 689, both inclusive, Oakland County Records, as amended by the First Amendment to Master Deed recorded at Liber 31833, Pages 132 through 150, both inclusive, Oakland County Records, the Second Amendment to Mater Deed recorded at Liber 34444, Pages 64 through

LIBER 37780 PG 688

EXHIBIT B continued -

87, both inclusive, Oakland County Records, and the Third Amendment to Master Deed recorded at Liber 36379, Pages 520 through 543, both inclusive, Oakland County Records; said condominium being designated as Oakland County Condominium Subdivision Plan No. 1552, together with the common elements appurtenant thereto.

Parcel 6 (referred to for planning purposes as Phase 5C)

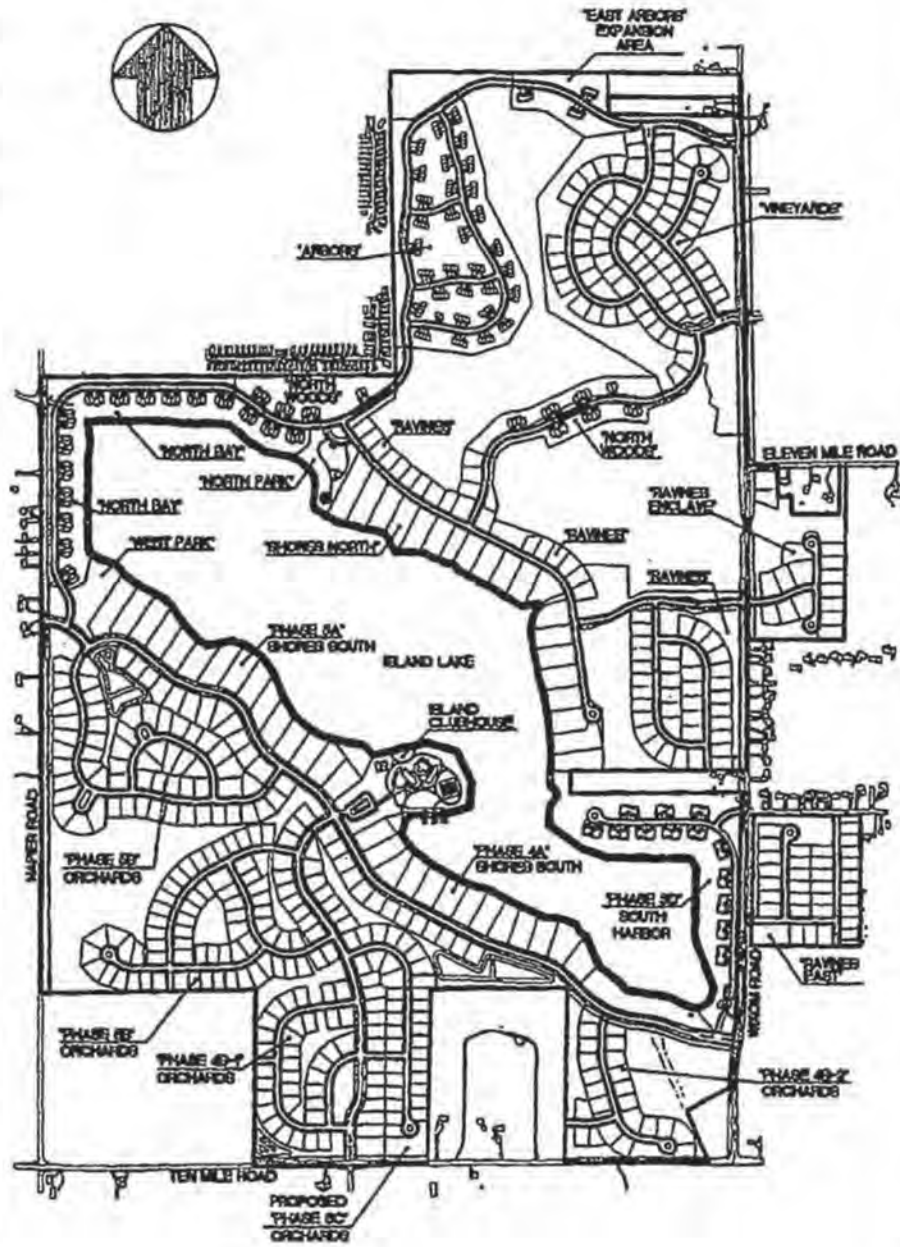
A part of the Southeast 1/4 and the Southwest 1/4 of Section 19, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the South 1/4 Corner of said Section 19 for a Point of Beginning; thence South 86° 21' 12" West 38.00 feet (previously described as South 89° 18' 00" West), along the South line of said Section 19 and the centerline of Ten Mile Road, to the Southeast corner of "Island Lake Orchards", Oakland County Condominium Plan No. 1552, as recorded in Liber 30468, Page 611 through 689, as amended, (said point being North 86° 21' 12" East, 2592.36 feet, from the Southwest Corner of said Section 19); thence North 02° 20' 47" West, 1326.96 feet, along the Easterly line of said "Island Lake Orchards", (previously described as North 00° 33' 20" East); thence North 86° 21' 12" East, 38.00 feet, along the Southerly line of said "Island Lake Orchards", (previously described as North 89° 18' 00" East), to a point on the North and South 1/4 line of said Section 19, (said point being South 02° 20' 47" East, 1306.18 feet, from the Center of said Section 19); thence North 86° 25' 23" East, 297.38 feet, along the Southerly line of said "Island Lake Orchards", (previously described as North 89° 24' 00" East, 296.21 feet); thence South 01° 52' 19" East, 1327.19 feet, along the Southerly line of said "Island Lake Orchards" and an extension thereof, (previously described as South 00° 58' 48" West), to a point on the South line of said Section 19, (said point being South 86° 24' 49" West, 2360.31 feet, from the Southeast Corner of said Section 19); thence South 86° 24' 49" West, 286.39 feet, (previously described as South 89° 24' 00" West), along the South line of said Section 19 and the centerline of said Ten Mile Road, to the Point of Beginning. All of the above containing 10.047 Acres. All of the above being subject to the right of the public in Ten Mile Road. All of the above being subject to easements, restrictions and right-of-ways of records.

Note - This land is to be added to Island Lake Orchards to expand that condominium project from 244 Units to 266 Units.

22-19-400-005

IRFD 37780 PC689

EXHIBIT C
ISLAND LAKE OF NOVI COMMUNITY



REV. 05/25/03
 REV. 03/11/04
 REV. 02/08/04
 REV. 01/28/04

ATWELL-HICKS
 Engineering • Surveying • Planning
 Environmental • Water/Wastewater
 MEDFORD HILLS, OHIO, FLORIDA
 40325 ORLAND DRIVE AVENUE • SUITE 110 • WYOMING, MI • 48375-2023
 248.822.5320 www.atwell-hicks.com 248.850.4202

ISLAND LAKE OF NOVI R.U.D.
 SECTIONS 17, 18, 19, 20, T.1 N., R.8 E.
 CITY OF NOV
 OAKLAND COUNTY, MICHIGAN

SCALE	1" = 1000'
DATE	08-13-2003
JOB NO.	01-074
PROJ. FILE	01-034700
DRAWN BY	GCP
CHECKED	PL
SHEET	1 OF 1

LIBER 37780 PG 690

EXHIBIT C continued -

Note: The names of the condominium projects shown on this Exhibit C as being located within the Island Lake of Novi Community and the Island Lake of Novi RUD all include the words "Island Lake". As of the date of this Third Amendment, the condominium projects that have been established within the Island Lake of Novi Community include:

- Island Lake Vineyards, Oakland County Condominium Subdivision Plan No. 1271, which includes the phases and areas designated on this Exhibit C drawing as "Vineyards", "Ravines", "Ravines Enclave", and "Ravines East".
- Island Lake Arbors, Oakland County Condominium Subdivision Plan No. 1358.
- Island Lake North Bay, Oakland County Condominium Subdivision Plan No. 1413.
- Island Lake North Woods, Oakland County Condominium Subdivision Plan No. 1415 (includes two separate parcels).
- Island Lake Shores North, Oakland County Condominium Subdivision Plan No. 1444.
- Island Lake Orchards, Oakland County Condominium Subdivision Plan No. 1552.
- Island Lake Shores South, Oakland County Condominium Subdivision Plan No. 1553.
- Island Lake South Harbor, Oakland County Condominium Subdivision Plan No. 1602

The Island Lake of Novi Community also includes (i) areas that are intended to be owned and operated by the Island Lake of Novi Community Association, including, but not limited to, the areas designated on the Exhibit C drawing as the "North Park", the "West Park", and the "Island Clubhouse", and (ii) the RUD phase identified on the Exhibit C drawing as Phase 5C.

LIBER 30418 PG 410 BER 37780 PG 909.2-3
CONDOMINIUM CONTROL SHEET

OCCP NO 1271 TITLE ISLAND LAKE VINEYARDS

CVT CODE 50 TWP/CITY NOVI MAP PG NO SCHOOL 1804
DIST 184

UNIT	BLDG	SIDWELL NO	FROM	UNIT	BLDG	SIDWELL NO	FROM
[REDACTED]		[REDACTED]	400-002	101		22-19-226-001	200-002
[REDACTED]		[REDACTED]		102		008	
[REDACTED]		[REDACTED]		103		009	
[REDACTED]		13		104		010	
[REDACTED]		[REDACTED]		105		011	
[REDACTED]		[REDACTED]		106		012	
[REDACTED]		[REDACTED]		107		013	
* 76		22-19-301-001	10-300-002	108		014	
* 77		002		109		22-19-228-001	
* 78		003		110		002	
* 79		004		111		003	
79		005	10-300-002	112		004	
* 80		006	10-300-002	113		005	
81		007	10-300-002	114		006	
82		008	10-300-002	115		007	
83		009	10-300-002	116		008	
84		010		117		009	
85		011		118		010	
86		012		119		011	
86		013	10-300-002	120		012	
87		014	10-300-002	121		22-19-229-001	
88		22-19-202-001	200-001	122		008	
89		002		123		003	
90		003		124		004	
91		004		125		005	
92		005	10-300-002	126		006	
93		006		127		007	
94		007	200-003	128		008	
95		22-19-226-001		129		009	
96		002		130		010	
97		003		131		011	
98		004		132		012	
99		005		133		22-20-302-001	301-012
100		006		134		002	

* School District No 184

CONT'D

n/c

LIBER 30418 PG 410.1 CONDOMINIUM CONTROL SHEET LIBER 37780 PG 690.1

OCCP NO 1271 TITLE ISLAND LAKE VINEYARDS

CVT CODE 50 TWP CITY Novi MAP PG NO 2879 184 SCHOOL 1804

UNIT	BLDG	SIDWELL NO	FROM	UNIT	BLDG	SIDWELL NO	FROM
135		22-20-302-003	301.012	169		22-20-100-025	001
136		004		170		026	
137		005		171		027	
138		006		172		028	
139		007		173		029	
140		008		174		030	
141		009		175		031	
142		010		176		032	
143		011		177		033	
144		012		178		034	
145		013					
146		014					
147		015					
148		016					
149		017					
150		018					
151		019					
152		22-20-301-028					
153		029					
154		030					
155		031					
156		032					
157		033					
158		034					
159		035					
160		036					
161		037					
162		22-20-303-001					
163		002					
164		003					
165		22-20-100-021	001				
166		022					
167		023					
168		024					

BALANCE PARCEL
 22-18-400-374
 95.94 R. 1-1-74/35A
 22-19-100-002
 203.72 R. 1-1-74/35A
 22-19-200-006
 50.5 R. 1-1-74/35A

MR

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

LIBER 46088 PAGE 684
\$46.00 MISC RECORDING
\$4.00 REMONUMENTATION
07/19/2013 03:18:04 PM RECEIPT# 102298
PAID RECORDED - Oakland County, MI
Lisa Brown, Clerk/Register of Deeds

2013 JUL 19 AM 11:35

**FOURTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

ISLAND LAKE OF NOVI COMMUNITY ASSOCIATION

This Fourth Amendment to Declaration of Covenants, Conditions and Restrictions of the Island Lake of Novi Community Association (This "Fourth Amendment") is made this 7th day of July, 2013, by TOLL MI II LIMITED PARTNERSHIP, a Michigan limited partnership, whose address is 29665 William K. Smith Drive, Suite B, New Hudson, Michigan 48165 (hereinafter sometimes referred to as "Declarant")

RECITALS

A On February 9, 1998, the City of Novi and Harvest Land Company, L L C entered into a certain Harvest Lake of Novi Residential Unit Development Agreement (the "Harvest Lake RUD Agreement") constituting land situated in the City of Novi as the "Harvest Lake of Novi Residential Unit Development" pursuant to the provisions of Section 2404 of the City of Novi Zoning Ordinance. The Harvest Lake RUD Agreement was recorded at Liber 18279, Pages 716 through 855, both inclusive, Oakland County Records. The Harvest Lake RUD Agreement was amended by a Harvest Lake of Novi First Amendment of Residential Unit Development Agreement (the "Harvest Lake of Novi First Amendment to RUD Agreement") dated as of July 22, 1999, and recorded at Liber 20818, Pages 15 through 40, both inclusive, Oakland County Records. On July 2, 2003, the Declarant caused a Second Amendment to Residential Unit Development Agreement with respect to Island Lake of Novi (formerly known as "Harvest Lake of Novi") to be recorded at Liber 29801, Pages 7 through 23, both inclusive, Oakland County Records.¹ On or about July 21, 2003, the Declarant caused a Third Amendment to Residential Unit Development Agreement with respect to Island Lake of Novi to be recorded at Liber 30402, Pages 1 through 15, both inclusive, Oakland County Records. On March 14, 2005, the Declarant caused both a Fourth Amendment to Residential Unit Development Agreement with respect to Island Lake of Novi to be recorded at Liber 35126, Pages 758-772, both inclusive, Oakland County Records and a Fifth Amendment to Residential Unit

13P
R
15

¹ Declarant changed the name of the Harvest Lake of Novi Residential Unit Development to its current name with the approval of the City of Novi as permitted by the Harvest Lake of Novi First Amendment to RUD Agreement

OK - AMH

Development Agreement with respect to Island Lake of Novi to be recorded at Liber 35126, Pages 773 through 794, both inclusive, Oakland County Records On or about May 23, 2013, the Declarant caused a Sixth Amendment to RUD Agreement (the "Sixth Amendment to RUD Agreement") with respect to Island Lake of Novi to be recorded at Liber 45833, Page 95, Oakland County Records

B On June 19, 2000, Declarant executed a certain Island Lake of Novi Community Association Declaration of Covenants, Conditions and Restrictions (the "Original Declaration") and caused the same to be recorded on June 21, 2000 at Liber 21518, Pages 318 through 345, both inclusive, Oakland County Records, for the purpose of establishing a master association to administer certain common facilities to be developed, constructed and/or installed for the benefit of the residents of the various residential developments to be established within the Island Lake of Novi Residential Unit Development (the "Island Lake of Novi RUD") With the recording of the Declaration, Declarant established certain land located in the City of Novi and within the Island Lake of Novi RUD as the "Island Lake of Novi Community", an overall development that is intended to include a number of residential developments which may be developed as condominiums or platted subdivisions As initially established, the Island Lake of Novi Community comprised the land, condominium units and improvements included in Island Lake Vineyards, Oakland County Condominium Subdivision Plan No 1271, a residential condominium established with the recording of the Master Deed thereof at Liber 21518, Pages 346 through 420, both inclusive, Oakland County Records

C On June 22, 2001, Declarant amended the Original Declaration by recording a certain First Amendment to Declaration of Covenants, Conditions and Restrictions with respect to the Island Lake of Novi Community Association (the "First Amendment to Declaration") at Liber 23097, Pages 301 through 309, both inclusive, Oakland County Records, for the purpose of expanding the Island Lake of Novi Community to include additional portions of the Island Lake of Novi RUD, as provided in the Original Declaration and to clarify certain other matters

D On August 20, 2003, Declarant amended the Original Declaration, as previously amended by the First Amendment to Declaration, by recording a certain Second Amendment to Declaration of Covenants, Conditions and Restrictions with respect to the Island Lake of Novi Community Association (the "Second Amendment to Declaration") at Liber 30418, Pages 397 through 410, both inclusive, Oakland County Records, for the purpose of adding to the Island Lake of Novi Community all of the land then included in the Island Lake of Novi RUD

E On June 22, 2006, Declarant amended the Original Declaration, as previously amended by the First Amendment to Declaration and Second Amendment to Declaration, by recording a certain Third Amendment to Declaration, Covenants and Restrictions with respect to the Island Lake of Novi Community Association (the "Third Amendment to Declaration") at Liber 37780, Pages 677 through 690, both inclusive, Oakland County Records, for the purpose of adding to The Island Lake of Novi Community all of the land then included in The Island Lake of Novi RUD

F Pursuant to the terms of the Sixth Amendment to RUD Agreement referenced above, the land identified on Exhibit A hereto was added to the Island Lake of Novi RUD

G Declarant now wishes to exercise rights reserved in the Original Declaration, as amended, to add to the Island Lake of Novi Community the land identified in Exhibit A hereto and included in the Island Lake of Novi RUD, which land is planned for residential development and that has not been previously included in the Island Lake of Novi Community

NOW, THEREFORE, Declarant hereby amends the Original Declaration as follows

1 The land legally described in the attached Exhibit A to this Fourth Amendment (the "Submitted Land") is hereby submitted to and made a part of the Island Lake of Novi Community The Declarant intends to establish an additional residential site condominium within the Island Lake of Novi, which additional residential site condominium shall be known as "The Reserve of Island Lake" The Submitted Land is referred to for planning purposes as Phase 7A, Phase 7B, and Phase 7C The Submitted Land comprises 40.7 acres of land located at Ten Mile and Dinsler Road in Novi, Michigan


2 With the inclusion of the Submitted Land to the Island Lake of Novi Community, the land now included in the Island Lake of Novi Community is legally described in the attached Exhibit B As provided in the Original Declaration as amended by the First Amendment to Declaration, the Second Amendment to Declaration and Third Amendment to Declaration, the Declarant retains the right to unilaterally add to the Island Lake of Novi Community any parcel of land that is (i) located adjacent to the land included in the Island Lake of Novi RUD as defined in the Original Declaration and (ii) purchased by Declarant or an affiliate of the Declarant As stated in the Original Declaration as amended by the First Amendment to Declaration, the Second Amendment to Declaration and Third Amendment to Declaration, land shall be deemed to be adjacent to the Island Lake of Novi RUD if it abuts land located in the Island Lake of Novi RUD or if it is only separated from land located in the Island Lake of Novi RUD by a public road or other public right of way

3 Except as revised by the First Amendment to Declaration, the Second Amendment to Declaration, Third Amendment to Declaration and this Fourth Amendment, the Original Declaration is hereby ratified and confirmed The terms and conditions of the Original Declaration, as amended by the First Amendment to Declaration, the Second Amendment to Declaration and Third Amendment to Declaration, shall remain in full force and effect, except as modified herein

IN WITNESS WHEREOF, Declarant has duly executed this Fourth Amendment to Declaration of Covenants, Conditions and Restrictions on the date first above set forth


TOLL MI II LIMITED PARTNERSHIP, a Michigan limited partnership

By ⁱ Toll MI GP Corp , a Michigan corporation, General Partner

By 
Jason Minock
Its Assistant Vice President

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 11 day of July, 2013 by Jason Minock, the Assistant 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 Wayne, State of Michigan
My Commission Expires 05/07/2017
Acting in Oakland County

THIS INSTRUMENT DRAFTED BY AND WHEN RECORDED, RETURN TO

A'Jené M Maxwell, Esq
Jaffe Raitt Heuer & Weiss, P C
27777 Franklin Road, Suite 2500
Southfield, Michigan 48034


 ANITA KOHLER
Notary Public, State of Michigan
County of Wayne
My Commission Expires May 07 2017
Acting in the County of Oakland

EXHIBIT A

THE SUBMITTED LAND

The land added to the Island Lake of Novi Community pursuant to this Fourth Amendment to Declaration the Submitted Land is legally described as follows

A PART OF THE SOUTHWEST 1/4 OF SECTION 20, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 20, THENCE N01°42'13"W 658 30 FEET ALONG THE WEST LINE OF SAID SECTION 20 AND THE EAST RIGHT OF WAY LINE OF WIXOM ROAD TO THE POINT OF BEGINNING, THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING FIVE COURSES (1) N01°42'13"W 1 68 FEET, (2) 74 16 FEET ALONG THE ARC OF A 607 00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N01°47'47"E 74 11 FEET, (3) N05°17'47"E 273 33 FEET, (4) 84 67 FEET ALONG THE ARC OF A 693 00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N01°47'47"E 84 61 FEET AND (5) N01°42'13"W 546 24 FEET TO THE SOUTHWEST CORNER OF ISLAND LAKE VINEYARDS, OAKLAND COUNTY CONDOMINIUM PLAN NO 1271 AS RECORDED IN LIBER 37695, PAGE 523, OAKLAND COUNTY RECORDS, THENCE N87°07'28"E (RECORDED AS N87°07'49"E) 955 70 FEET ALONG THE SOUTH LINE OF SAID ISLAND LAKE VINEYARDS CONDOMINIUM, THENCE S02°34'33"E 471 53 FEET PARALLEL TO THE CENTERLINE OF DINSER ROAD, THENCE N86°56'30"E 323 41 FEET, THENCE S02°34'33"E 1151 04 FEET ALONG SAID CENTERLINE OF DINSER ROAD, THENCE S86°33'46"W 1018 99 FEET ALONG THE SOUTH LINE OF SAID SECTION 20 AND THE CENTERLINE OF 10 MILE ROAD, THENCE N01°42'13"W 657 15 FEET PARALLEL TO THE WEST LINE OF SAID SECTION 20, THENCE S86°45'47"W 328 12 FEET TO THE POINT OF BEGINNING ALL OF THE ABOVE CONTAINING 40 677 ACRES ALL OF THE ABOVE BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE SOUTH 60 FEET THEREOF FOR TEN MILE ROAD AND THE EAST 33 FEET THEREOF FOR DINSER ROAD ALL OF THE ABOVE BEING SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAYS OF RECORD

22-20-301-038
22-20-301-040
22-20-301-009

EXHIBIT B

THE "ISLAND LAKE OF NOVI COMMUNITY"

The land now included in the Island Lake of Novi Community comprises the following parcels of land all located in the City of Novi, Oakland County, Michigan and described as follows

Parcel 1 (referred to for planning purposes as Phase 2A)

Land located in the City of Novi, Oakland County, State of Michigan and legally described as

Units 1 through 75, both inclusive, Island Lake Vineyards, a residential condominium as established pursuant to the Master Deed thereof recorded at Liber 21518, Pages 346 through 420, both inclusive, Oakland County Records, and Act 59 of the Public Acts of 1978, as the same may be amended, said condominium being designated as Oakland County Condominium Subdivision Plan No 1271, together with the common elements appurtenant thereto

Parcel 1 is described by metes and bounds as a parcel of land in the Southeast 1/4 of Section 18, T1N, R8E, City of Novi, Oakland County, Michigan, described as having a point of beginning being the East 1/4 corner of said Section 18, thence S 04°05'31" E 2411 59 feet along the East line of said Section 18 and the centerline of Wixom Road, thence S 85°54'28" W 203 34 feet, thence N 66°52'21" W 40 82 feet, thence N 05°24'15" E 174 46 feet, thence N 58°11'02" W 76 27 feet, thence N 02°44'24" W 90 17 feet, thence N 28°38'17" W 60 51 feet, thence N 10°33'08" W 69 23 feet, thence N 07°26'27" E 79 79 feet, thence N 81°20'08" W 30 76 feet, thence S 13°56'32" W 71 98 feet, thence S 32°53'41" W 182 90 feet, thence S 60°03'43" W 168 11 feet, thence N 22°18'29" W 211 69 feet, thence N 61°36'32" W 962 56 feet, thence N 08°25'19" W 855 49 feet, thence N 35°25'56" E 580 50 feet, thence N 78°17'53" E 422 77 feet, thence N 85°47'54" E 8 10 feet, thence N 04°34'11" W 106 92 feet, thence N 87°11'34" E 748 32 feet along the East-West 1/4 line of said Section 18 to the point of beginning and being subject to the rights of the public over the East 43 00 feet thereof for use as Wixom Road and to any other easements or restrictions of record, containing 62 65 acres of land

SEE ATTACHED FOR SIDWELL #'S

Parcel 2 (referred to for planning purposes as Phases 2B, 3A and 6)

A parcel of land situated in the Northeast 1/4 of Section 18 and the Southeast 3 of Section 18 and the Southwest 1/4 of Section 18 and the Northwest 1/4 of Section 19 and the Northeast 1/4 of Section 19, all in Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as commencing at the East 1/4 corner of said Section 18, thence South 87°11'34" West, 748 32 feet along the East-West 1/4 line of said Section 18 to the Point of Beginning, thence South 04°34'11" East, 106 92 feet, thence South 85°47'54" West, 8 10 feet, thence South 78°17'53" West, 422 77 feet, thence South

15

~~85°47'54" West, 8 10 feet, thence South 78°17'53" West, 422 17 feet~~ thence South 35°25'56" West, 580 50 feet, thence South 08°25'19" East, 855 49 feet, thence South 61°36'32" East, 962 56 feet, thence South 22°18'29" East, 211 69 feet, thence North 60°03'43" East, 168 11 feet, thence North 32°53'41" East, 182 90 feet, thence North 13°56'32" East 71 98 feet, thence South 81°20'08" East 30 76 feet, thence South 07°26'27" West 79 79 feet, thence South 10°33'08" East 69 23 feet, thence South 28°38'17" East, 60 51 feet, thence South 02°44'24" East, 90 17 feet, thence South 58°11'02" East, 76 27 feet, thence South 05°24'15" West, 174 46 feet, thence South 66°52'21" East, 40 82 feet, thence North 85°54'28" East, 203 34 feet, thence South 04°05'31" East, 227 12 feet along the East line of said Section 18 and the centerline of Wixom Road to the Southeast corner of said Section 18, thence South 03°07'36" East, 2310 99 feet along the East line of said Section 19 and the centerline of Wixom Road, thence South 86°22'51" West, 1463 27 feet, thence North 06°08'24" West, 274 98 feet, thence North 10°11'35" West, 170 04 feet, thence North 12°52'49" West, 170 06 feet, thence North 17°00'01" West, 160 77 feet, thence North 13°24'18" West, 160 10 feet, thence North 11°36'41" West, 150 00 feet, thence North 06°23'07" East, 101 16 feet, thence North 17°26'39" East, 71 90 feet, thence North 24°35'14" West, 30 70 feet, thence North 81°23'23" West, 26 65 feet, thence South 61°05'54" West, 34 66 feet, thence South 89°53'27" West, 44 53 feet, thence North 78°44'05" West, 59 93 feet, thence North 65°21'24" West, 102 13 feet, thence North 60°59'33" West, 150 57 feet, thence North 76°56'16" West, 83 28 feet, thence North 53°54'49" West, 80 00 feet, thence North 71°22'42" West, 66 51 feet, thence North 45°49'56" West, 89 26 feet, thence North 76°34'05" West, 115 63 feet, thence North 72°32'22" West, 150 98 feet, thence North 85°33'13" West, 159 18 feet, thence North 37°37'08" West, 170 49 feet, thence North 77°16'36" West, 153 91 feet, thence North 77°54'31" West, 152 35 feet, thence North 88°03'11" West, 40 71 feet, thence North 60°10'38" West, 218 13 feet, thence North 03°05'23" East, 190 37 feet, thence North 35°52'20" West, 153 63 feet, thence North 59°29'24" West, 109 95 feet, thence North 82°45'36" West, 227 25 feet, thence North 64°13'07" West, 161 39 feet, thence North 53°07'06" West, 165 31 feet, thence North 86°35'49" West, 134 38 feet, thence South 87°53'42" West, 920 70 feet, thence South 03°09'37" East, 1024 91 feet, thence South 10°42'06" West, 197 54 feet, thence South 61°26'50" West, 129 10 feet, thence South 28°33'10" East, 15 40 feet, thence 278 42 feet along a curve to the right having a radius of 260 00 feet, subtended by a long chord bearing South 02°30'26" East, having a distance of 265 30 feet, thence South 28°10'11" West, 54 60 feet, thence 134 21 feet along a curve to the left, having a radius of 342 00 feet, subtended by a long chord bearing North 73°04'20" West, having a distance of 133 35 feet, thence South 86°57'45" West, 59 98 feet, thence North 03°00'52" West, 1164 47 feet along the west line of said Section 19 and the centerline of Napier Road to the Southwest corner of said Section 18, thence North 03°04'35" West, 726 63 feet along the West line of said Section 18 and the centerline of Napier Road, thence North 86°46'21" East, 2482 03 feet, thence North 86°46'21" East, 188 89 feet, thence North 04°18'23" West, 1977 53 feet along the North-South 1/4 line of said Section 18 to the center of said Section 18, thence North 03°40'24" West, 312 34 feet along the North-South 1/4 line of said Section 18, thence North 87°11'34" East, 2645 78 feet, thence South 04°05'31" East, 180 35 feet, thence South 87°11'34" West, 990 00 feet, thence South 04°06'21" East, 132 03 feet,

thence North 87°11'34" East, 241 68 feet along the East-West 1/4 line of said Section 18 to the Point of Beginning, containing 264 89 acres of land and being subject to the rights of the public over the Easterly 43 00 feet thereof for the use of Wixom Road and the Westerly 60 00 feet thereof for the use of Napier Road and, being subject to any other easements or restrictions of record

Note The aforesaid Parcel 2 includes parcels of land to be conveyed to and maintained by the Island Lake of Novi Community Association for the benefit of the Island Lake of Novi Community and the following condominium developments or phases thereof

Units 76 through 132, both inclusive, Island Lake Vineyards, a residential condominium as established to the Master Deed thereof recorded at Liber 21518, Pages 346 through 420, both inclusive, Oakland County Records, as amended by the First Amendment to Master Deed recorded in Liber Liber 23996, Pages 436 through 473, both inclusive, Oakland County Records, said condominium being designated as Oakland County Condominium Subdivision Plan No 1271, together with the common elements appurtenant thereto The aforesaid Units 76 through 132 and adjacent common element areas are sometimes referred to as the "Ravines" phase of Island Lake Vineyards

Units 1 through 126, both inclusive, Island Lake Arbors, a residential condominium as established pursuant to the Master Deed thereof recorded at Liber 23171, Pages 779 through 854, both inclusive, Oakland County Records, said condominium being designated as Oakland County Condominium Subdivision Plan No 1358, together with the common elements appurtenant thereto

Units 1 through 12, both inclusive, Island Lake East Arbors, a residential condominium as established pursuant to the Master Deed thereof recorded at Liber 34086, Pages 796 through 867, both inclusive, Oakland County Records, said condominium being designated as Oakland County Condominium Subdivision Plan No 1659, together with the common elements appurtenant thereto

Units 1 through 64, both inclusive, Island Lake North Bay, a residential condominium as established pursuant to the Master Deed thereof recorded in Liber 24741, Pages 326 through 406, both inclusive, Oakland County Records, said condominium being designated as Oakland County Condominium Subdivision Plan No 1413, together with the common elements appurtenant thereto

Units 1 through 40, both inclusive, Island Lake North Woods, a residential condominium as established pursuant to the Master Deed thereof recorded in Liber 24820, Pages 481 through 559, both inclusive, Oakland County Records, said condominium being designated as Oakland County Condominium Subdivision Plan No 1415, together with the common elements appurtenant thereto

Units 1 through 18, both inclusive, Island Lake Shores North, a residential condominium as established pursuant to the Master Deed thereof recorded in Liber 25903, Pages 224

through 302, both inclusive, Oakland County Records, said condominium being designated as Oakland County Condominium Subdivision Plan No 1444, together with the common elements appurtenant thereto **SEE ATTACHED FOR SIDWELL #'S**

Parcel 3 (referred to for planning purposes as Phase 3B)

A parcel of land situated in the Northwest 1/4 of Section 20, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan described as having a Point of Beginning being the Northwest corner of said Section 20, thence North 86°34'34" East, 233 00 feet along the North line of said Section 20 and the center line of Eleven Mile Road, thence South 03°25'26" East, 233 00 feet, thence North 86°34'34" East, 100 00 feet, thence South 03°25'26" East, 133 00 feet, thence North 86°34'34" East, 357 00 feet, thence North 02°19'11" West, 366 07 feet, thence North 86°34'34" East, 49 60 feet along the North line of said Section 20 and the centerline of Eleven Mile Road, thence South 02°26'41" East, 1323 61 feet, thence South 86°46'57" West, 730 90 feet, thence North 03°07'36" West, 1320 80 feet along the West line of said Section 20 and the centerline of Wixom Road to the Point of Beginning, containing 18 86 acres of land and being subject to the rights of the public over the Northerly 43 00 feet thereof for the use of Eleven Mile Road and the Westerly 43 00 feet thereof for the use of Wixom Road and being subject to any easements or restrictions of record

The land described above by metes and bounds now comprises Units 165 through 178, both inclusive, Island Lake Vineyards, a residential condominium as established pursuant to the Master Deed thereof recorded at Liber 21518, Pages 346 through 420, both inclusive, Oakland County Records, as amended by the Third Amendment to Master Deed recorded in Liber Liber 27072, Pages 708 through 732, both inclusive, Oakland County Records, said condominium being designated as Oakland County Condominium Subdivision Plan No 1271, together with the common elements appurtenant thereto The aforesaid Units 165 through 178 and adjacent common element areas are sometimes referred to as the "Ravines Enclave" phase of Island Lake Vineyards

SEE ATTACHED FOR SIDWELL #'S

Parcel 4 (referred to for planning purposes as Phase 3C)

A parcel of land situated in the Southwest 1/4 of Section 20, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as commencing at the West 1/4 corner of said Section 20, thence North 86°59'44" East, 43 01 feet along the East-West 1/4 line of said Section 20 to the Point of Beginning, thence continuing North 86°59'44" East, 814 97 feet along the East-West 1/4 line of said Section 20, thence South 02°40'05" East, 1002 50 feet, thence South 87°07'49" West, 831 91 feet, thence North 01°41'52" West, 1000 79 feet along the Easterly right-of-way line of Wixom Road to the Point of Beginning, containing 18 93 acres of land and being subject to any easements or restrictions of record

The land described above by metes and bounds now comprises Units 133 through 164, both inclusive, Island Lake Vineyards, a residential condominium as established pursuant

to the Master Deed thereof recorded at Liber 21518, Pages 346 through 420, both inclusive, Oakland County Records, as amended by the Third Amendment to Master Deed recorded in Liber Liber 27072, Pages 708 through 732, both inclusive, Oakland County Records, said condominium being designated as Oakland County Condominium Subdivision Plan No 1271, together with the common elements appurtenant thereto The aforesaid Units 133 through 164, and adjacent common element areas is sometimes referred to as the "Ravines East" phase of Island Lake Vineyards

SEE ATTACHED FOR SIDWELL #'S

Parcel 5 (referred to for planning purposes as Phases 3D, 4 and 5)

A part of Northeast 1/4 and Southeast 1/4 and Southwest 1/4 and Northwest 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 Southeast Corner of said Section 19, thence South 86°24'49" West, 230 64 feet, along the South line of said Section 19 and the centerline of Ten Mile Road, to the Point of Beginning, thence continuing South 86°24'49" West, 1092 71 feet, along the South line of said Section 19 and the centerline of said Ten Mile Road, (said point being North 86°24'49" East, 1323 35 feet, from the South 1/4 Corner of said Section 19), thence North 01°59'58" West, 1317 21 feet, thence South 86°23'50" West, 1034 04 feet, thence North 01 °52'19" West, 10 20 feet, thence South 86°25'23" West, 297 38 feet, to the North and South 1/4 line of said Section 19, (said point being North 02°20'47" West, 1326 96 feet, from the South 1/4 Corner of said Section 19 and South 02°20'47" East, 1306 18 feet, from the Center of said Section 19), thence South 86°21'12" West, 38 00 feet, thence South 02°20'47" East, 1326 96 feet, to the South line of said Section 19 and the centerline of said Ten Mile Road, (said point being South 86°21'12" West, 38 00 feet, from the South 1/4 Corner of said Section 19), thence South 86°21'12" West, 985 50 feet, along the South line of said Section 19 and the centerline of said Ten Mile Road, (said point being North 86°21'12" East, 1606 86 feet, from the Southwest Corner of said Section 19), thence North 02°20'47" West, 1326 96 feet, thence South 86°03'33" West, 1618 18 feet, to the West line of said Section 19 and the centerline of Napier Road, (said point being North 02°49'46" West, 1318 44 feet, from the Southwest Corner of said Section 19), thence North 02°49'46" West, 1315 42 feet, along the West line of said Section 19 and the centerline of said Napier Road, to the West 1/4 Corner of said Section 19, thence North 03°01'04" West, 1466 97 feet, along the West line of said Section 19 and the centerline of said Napier Road, to the Southwest corner of said "Island Lake North Bay", Condominium, (said point being South 03°01'04" East, 1164 47 feet, from the Northwest Corner of said Section 19), thence North 86°57'33" East, 59 98 feet, along the Southerly line of said "Island Lake North Bay", thence 134 21 feet along a curve to the right, said curve having a radius of 342 00 feet, a central angle of 22°29'04" and a chord bearing and distance of South 73°04'32" East, 133 35 feet, along the Southerly line of said "Island Lake North Bay", thence North 28°09'59" East, 54 60 feet, along the Southerly line of said "Island Lake North Bay", thence 278 41 feet along a curve to the left, said curve having a radius of 260 00 feet, a central angle of 61°21'12" and a chord bearing and distance of North 02°30'38" West, 265 30 feet, along the Southerly line of said "Island Lake North Bay", thence North 28°33'22" West, 15 40 feet, along the Southerly line of said "Island Lake North Bay", thence North 61°26'38" East, 129 10 feet, along the Southerly line

of said "Island Lake North Bay", thence North 10°41'54" East, 182 54 feet, along the Southerly line of said "Island Lake North Bay", to Traverse Point "A", thence continuing North 10°41'54" East, 15 feet more or less, along the Southerly line of said "Island Lake North Bay", to the Southerly shore line of Island Lake, thence Southeasterly, Northerly, Westerly and Northerly 10,675 feet more or less, along the shore of said Island Lake, to the Southerly line of "Island Lake Shores North", Condominium, thence North 86°22'54" East, 25 feet more or less, along the Southerly line of said "Island Lake Shores North", to Traverse point "B", (said Traverse point "B" being South 58°16'56" East, 680 85 feet and South 43°20'30" East, 414 80 feet and North 88°11'03" East, 300 76 feet and South 38°13'31" East, 655 48 feet and South 46°50'37" East, 980 51 feet and South 36°23'50" East, 174 63 feet and South 46°27'07" East, 352 00 feet and South 68°00'58" East, 944 35 feet and South 80°49'02" East, 241 28 feet and South 32°29'27" East, 365 16 feet and South 52°19'36" East, 292 08 feet and South 78°14'02" East, 588 57 feet and North 58°09'19" East, 152 57 feet and North 14°41'19" East, 151 97 feet and North 21°59'22" West, 430 31 feet and North 01°17'33" West, 621 17 feet and South 89°27'02" West, 728 61 feet and North 61 °33'27" West, 472 40 feet and North 01 °47'44" West, 330 01 feet, from said Traverse Point "A"), thence continuing North 86°22'54" East, 102 89 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 Wixom Road, (said point being South 03°08'01" East, 2476 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, thence South 86°22'40" West, 43 02 feet, along the East and West 1/4 line of said Section 19, to the Westerly right-of-way of said Wixom Road, thence South 01°42'13" East, 1544 47 feet, along the Westerly 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 right-of-way of said Wixom Road, thence South 05°17'47" West, 273 33 feet, along the Westerly right-of-way of said Wixom Road, thence 84 66 feet along a curve to the left, said curve having a radius of 693 00 feet, a central angle of 07°00'00" and a chord bearing and distance of South 01 °47'47" West, 84 61 feet, along the Westerly right-of-way of said Wixom Road, thence South 01°42'13" East, 112 80 feet, along the Westerly right-of-way of said Wixom Road, thence South 88°17'56" West, 17 00 feet, thence South 59°02'27" West, 345 32 feet, thence South 25°56'15" East, 423 30 feet, to the Point of Beginning All of the above containing 268 Acres more or less All of the above being subject to easements restrictions and right-of-ways of record All of the above being subject the rights of the public in Ten Mile Road and Napier Road and Wixom Road

Note The aforesaid Parcels 3D, 4 and 5 include parcels of land to be conveyed to and maintained by the Island Lake of Novi Community Association for the benefit of the Island Lake of Novi Community and the following condominium developments or phases thereof

Units 1 through 52, both inclusive, Island Lake South Harbor, a residential condominium as established pursuant to the Master Deed thereof recorded at Liber 32001, Pages 821

through 898, both inclusive, Oakland County Records, said condominium being designated as Oakland County Condominium Subdivision Plan No 1602, together with the common elements appurtenant thereto

Units 1 through 28, both inclusive, Island Lake Shores South, a residential condominium as established pursuant to the Master Deed thereof recorded at Liber 30468, Pages 690 through 772, both inclusive, Oakland County Records, said condominium being designated as Oakland County Condominium Subdivision Plan No 1553, together with the common elements appurtenant thereto

Units 1 through 244, both inclusive, Island Lake Orchards, a residential condominium as established pursuant to the Master Deed thereof recorded at Liber 30468, Pages 611 through 689, both inclusive, Oakland County Records, as amended by the First Amendment to Master Deed recorded at Liber 31833, Pages 132 through 150, both inclusive, Oakland County Records, the Second Amendment to Mater Deed recorded at Liber 34444, Pages 64 through 87, both inclusive, Oakland County Records, and the Third Amendment to Master Deed recorded at Liber 36379, Pages 520 through 543, both inclusive, Oakland County Records, said condominium being designated as Oakland County Condominium Subdivision Plan No 1552, together with the common elements appurtenant thereto

SEE ATTACHED FOR SIDEWELL #5

Parcel 6 (referred to for planning purposes as Phase 5C)

A part of the Southeast 1/4 and the Southwest 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 South 1/4 Corner of said Section 19 for a Point of Beginning, thence South 86° 21' 12" West 38 00 feet (previously described as South 89° 18' 00" West), along the South line of said Section 19 and the centerline of Ten Mile Road, to the Southeast corner of "Island Lake Orchards", Oakland County Condominium Plan No 1552, as recorded in Liber 30468, Page 611 through 689, as amended, (said point being North 86° 21' 12" East, 2592 36 feet, from the Southwest Corner of said Section 19), thence North 02° 20' 47" West, 1326 96 feet, along the Easterly line of said "Island Lake Orchards", (previously described as North 00° 33' 20" East), thence North 86° 21' 12" East, 38 00 feet, along the Southerly line of said "Island Lake Orchards", (previously described as North 89° 18' 00" East), to a point on the North and South 1/4 line of said Section 19, (said point being South 02° 20' 47" East, 1306 18 feet, from the Center of said Section 19), thence North 86° 25' 23" East, 297 38 feet, along the Southerly line of said "Island Lake Orchards", (previously described as North 89° 24' 00" East, 296 21 feet), thence South 01° 52' 19" East, 1327 19 feet, along the Southerly line of said "Island Lake Orchards" and an extension thereof, (previously described as South 00° 58' 48" West), to a point on the South line of said Section 19, (said point being South 86° 24' 49" West, 2360 31 feet, from the Southeast Corner of said Section 19), thence South 86° 24' 49" West, 286 39 feet, (previously described as South 89° 24' 00" West), along the South line of said Section 19 and the centerline of said Ten Mile Road, to the Point of Beginning All of the above containing 10 047 Acres All of the above being subject to the right of the public in Ten Mile

Road All of the above being subject to easements, restrictions and right-of-ways of records Being Units 245 through 266, both inclusive, Island Lake Orchards, a residential condominium as established pursuant to the Master Deed thereof recorded in Liber 30468, Page 611 through 689, both inclusive, Oakland County Records, said condominium being designated as Oakland County Condominium Subdivision Plan No 1552, together with the common elements appurtenant thereto *SEE ATTACHED FOR SIDWELL #5*

Parcel 7 (referred to for planning purposes as Phases 7A, 7B and 7C)

A PART OF THE SOUTHWEST 1/4 OF SECTION 20, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 20, THENCE N01°42'13"W 658 30 FEET ALONG THE WEST LINE OF SAID SECTION 20 AND THE EAST RIGHT OF WAY LINE OF WIXOM ROAD TO THE POINT OF BEGINNING, THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING FIVE COURSES (1) N01°42'13"W 1 68 FEET, (2) 74 16 FEET ALONG THE ARC OF A 607 00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N01°47'47"E 74 11 FEET, (3) N05°17'47"E 273 33 FEET, (4) 84 67 FEET ALONG THE ARC OF A 693 00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N01°47'47"E 84 61 FEET AND (5) N01°42'13"W 546 24 FEET TO THE SOUTHWEST CORNER OF ISLAND LAKE VINEYARDS, OAKLAND COUNTY CONDOMINIUM PLAN NO 1271 AS RECORDED IN LIBER 37695, PAGE 523, OAKLAND COUNTY RECORDS, THENCE N87°07'28"E (RECORDED AS N87°07'49"E) 955 70 FEET ALONG THE SOUTH LINE OF SAID ISLAND LAKE VINEYARDS CONDOMINIUM, THENCE S02°34'33"E 471 53 FEET PARALLEL TO THE CENTERLINE OF DINSER ROAD, THENCE N86°56'30"E 323 41 FEET, THENCE S02°34'33"E 1151 04 FEET ALONG SAID CENTERLINE OF DINSER ROAD, THENCE S86°33'46"W 1018 99 FEET ALONG THE SOUTH LINE OF SAID SECTION 20 AND THE CENTERLINE OF 10 MILE ROAD, THENCE N01°42'13"W 657 15 FEET PARALLEL TO THE WEST LINE OF SAID SECTION 20, THENCE S86°45'47"W 328 12 FEET TO THE POINT OF BEGINNING ALL OF THE ABOVE CONTAINING 40 677 ACRES ALL OF THE ABOVE BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE SOUTH 60 FEET THEREOF FOR TEN MILE ROAD AND THE EAST 33 FEET THEREOF FOR DINSER ROAD ALL OF THE ABOVE BEING SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAYS OF RECORD

*22-20-301-038
-040
-009*

Ex B Sidwell #'s

Parcel 1. Island Lake Vineyards OCCP# 1271

Units 1-75

SEE ATTACHED CONTROL SHEET FOR SIDWELL #'S

Parcel 2: 22-18-200-011, NE¼ Sec 18, 22-18-200-016 NE¼ Sec 18

22-18-400-008-SE¼ Sec 18, 22-18-300-009 SW¼ Sec 18, 22-19-200-007-SE¼ Sec 18
NE¼ Sec 19 NE¼ Sec 19

22-18-400-003-SE¼ Sec 18, 22-19-200-002-NE¼ Sec 19, PT of 22-19-100-006 SW¼ Sec 18
& PT Rds no Sidwell NW¼ Sec 19

All of Island Lake ARBOES
OCCP# 1358 Units 1-126
22-18-401-000 ENT

All of Island Lake East ARBOES
OCCP# 1459 Units 1-12
22-18-276-000 ENT

All of Island Lake North Woods
OCCP# 1413 Units 1-40
22-18-451-000 ENT

All of Island Lake North Bay
OCCP# 1413 Units 1-64
22-19-101-000 ENT

Units 76-132 Island Lake Vineyards
OCCP# 1358 SEE ATTACHED CONTROL SHEET FOR SIDWELL #'S

All of Island Lake Shores North
OCCP# 1414 Units 1-18
22-19-203-000 ENT

Parcel 3:

Units 165-178 Island Lake Vineyards

OCCP# 1358 SEE ATTACHED CONTROL SHEET FOR SIDWELL #'S
& PT Rds no Sidwell

MC

Parcel 4:

Units 133-164 Island Lake Vineyards

OCCP# 1358 SEE ATTACHED CONTROL SHEET FOR SIDWELL #'S
& PT Rds no Sidwell

Parcel 5:

All of Island Lake South Harbor
OCCP# 1602 22-19-427-000 ENT
Units 1-52

All of Island Lake Shores South
OCCP# 1553 Units 1-28
22-19-176-000 ENT

Units 1-244 Island Lake Orchards
OCCP# 1552 - SEE ATTACHED CONTROL SHEET FOR SIDWELL #'S
& PT Rds NO Sidwell

PT of 22-19-100-006 NW¼ Sec 19 SW¼
PT of 22-19-426-002 SW¼ Sec 19
PT of 22-19-470-002 SW¼ Sec 19

Parcel 6:

Units 245-266 Island Lake Orchards
OCCP# 1552 SEE ATTACHED CONTROL SHEET FOR SIDWELL #'S

LIBER 46088 PAGE 696.2

SCHOOL DIST. 180

CONDOMINIUM CONTROL SHEET

Pg 1-2

OCCP NO 1271 TITLE ISLAND LAKE VINEYARDS

CVT CODE 50 TWP/CITY NOVI FILE NAME

UNIT	BLDG	SIDWELL NO	FROM	UNIT	BLDG	SIDWELL NO	FROM
1		22-18-426-001	400-002	35		22-18-427-012	400-002
2		002		36		013	
3		003		37		014	
4		004		38		015	
5		005		39		016	
6		006		40		017	
7		007		41		018	
8		008		42		019	
9		009		43		020	
10		010		44		021	
11		011	400-002	45		022	
12		012		46		023	
13		013		47		22-18-429-001	
14		014	400-001	48		002	
15		015		49		003	
16		016	400-002	50		004	
17		017	400-002	51		005	
18		018		52		006	
19		019		53		007	
20		020		54		008	
21		021		55		009	
22		022		56		010	
23		023		57		011	
24		22-18-427-001		58		012	
25		002		59		013	
26		003		60		22-18-428-001	
27		004		61		002	
28		005		62		003	
29		006		63		004	
30		007		64		005	
31		008		65		006	
32		009		66		007	
33		010		67		008	
34		011		68		009	

N/C

cont'd

CONDOMINIUM CONTROL SHEET

OCCP NO 1271 TITLE ISLAND LAKE VINEYARDS

CVT CODE 50 TWP/CITY NOW

MAP PG NO SCHOOL DISTRICTS 180 184

UNIT	BLDG	SIDWELL NO	FROM	UNIT	BLDG	SIDWELL NO	FROM
69		EE 18-428-010	400-002	101		EE-19-EE6-001	200 101-2
70		011		102		008	
71		012		103		009	
72		013		104		010	
73		014		105		011	
74		015		106		012	
75		016		107		013	
* 76		EE-19-301-001	10-300-002	108		014	
* 77		002		109		EE-19-EE8-001	
* 78		003		110		002	
* 79		004		111		005	
80		005	10-400-002	112		004	
* 81		006	10-300-001	113		005	
82		007	10-300-001	114		006	
51		008	10-300-001	115		007	
83		009	200-301	116		008	
84		010		117		009	
85		011		118		010	
86		012		119		011	
87		013	201-301	120		012	
88		014	10-400-002	121		EE-19-EE9-001	
89		EE-19-EE2-001	200-001	122		002	
90		002		123		003	
91		003		124		004	
92		004		125		005	
93		005	200-301	126		006	
94		006		127		007	
95		007	200-003	128		008	
96		EE-19-EE6-001		129		009	
97		002		130		010	
98		003		131		011	
99		004		132		012	
100		005		133		EE-20-202-001	301-012
101		006		134		002	

N/C

* School District No 184

CONT'D

CONDOMINIUM CONTROL SHEET

OCCP NO 1271 TITLE ISLAND LAKE VINEYARDS

CVT CODE 50 TWP CITY Novi MAP PG NO SCHOOL DIST

UNIT	BLDG	SIDWELL NO	FROM	UNIT	BLDG	SIDWELL NO	FROM
135		22-20-302-003	301.012	169		22-20-100-025	001
136		004		170		026	
137		005		171		027	
138		006		172		028	
139		007		173		029	
140		008		174		030	
141		009		175		031	
142		010		176		032	
143		011		177		033	
144		012		178		034	
145		013					
146		014					
147		015					
148		016					
149		017					
150		018					
151		019					
152		22-20-301-028					
153		029					
154		030					
155		031					
156		032					
157		033					
158		034					
159		035					
160		036					
161		037					
162		22-20-303-001					
163		002					
164		003					
165		22-20-100-021	001				
166		022					
167		023					
168		024					

BALANCE PARCEL
 22-18-400-001
 85.74 Ac. ±
 22-19-100-002 (#2)
 203.72 Ac. ±
 22-19-200-006 (#2)
 30.31 Ac. ±
 N/C

LIBER 48088 PAGE 196.5
CONDOMINIUM CONTROL SHEET

Pg. 1-2

OCCP NO 1552 TITLE ISLAND LAKE ORCHARDS
CVT CODE 50 TWP CITY Novi FILE NAME

UNIT	BLDG	SIDWELL NO	FROM	UNIT	BLDG	SIDWELL NO	FROM
1		22-19-376-001	400-011	32		22-19-376-020	300-006
2		002		33		021	
3		003		34		022	
4		004		35		023	
5		005		36		024	
6		006		37		025	
7		007		38		026	
8		008		39		027	
9		009		40		028	
10		010		41		029	
11		011		42		030	
12		012		43		031	
13		013		44		032	
14		22-19-177-002	100-005	45		033	
15		22-19-151-001		46		034	
16		002		47		035	
17		003		48		036	
18		004		49		037	
19		005		50		038	
20		006		51		039	
21		007		52		040	
22		008		53		041	
23		009		54		042	
24		010		55		043	
25		011		56		044	
26		012		57		045	
27		013		58		046	
28		22-19-177-001	100-015 400-011	59		047	
29		22-19-376-014	400-011	60		048	
30		015	300-006	61		049	
31		016		62		050	
32		017		63		051	
33		018		64		052	
34		019		65		053	

SENGLE
CHESNEY
DEAN

MC

CONT'D

59.2-4

CONDOMINIUM CONTROL SHEET

OCCP NO 1552 TITLE ISLAND LAKE ORCHARDS

CVT CODE 50 TWP/CITY NOVI

MAP PG NO

UNIT	BLDG	SIDWELL NO.	FROM	UNIT	BLDG	SIDWELL NO.	FROM
66		22-19-376-054	300-006	100		22-19-376-088	300-006
67		055		101		089	
68		056		102		090	
69		057		AMC SEASIDE PARK		091	
70		058		TRUSSARDI PARK		092	
71		059		BILLYEY PARK		093	
72		060		BEALINGHAM PARK		094	
73		061		KISHINEE PARK		095	
74		062		LANGLEY PARK		096	
75		063					
76		064		REPAVINE PARK		22-19-377-124	300-017
77		065					
78		066		REPAVINE PARK		22-19-478-020	477-01
79		067					
80		068		103		22-19-372-001	300-007
81		069		104		002	
82		070		105		003	
83		071		106		004	
84		072		107		005	
85		073		108		006	
86		074		109		007	
87		075		110		008	
88		076		111		009	
89		077		112		010	
90		078		113		011	
91		079		114		012	
92		080		115		013	
93		081		116		014	
94		082		117		015	
95		083		118		016	
96		084		119		017	
97		085		120		018	
98		086		121		019	
99		087		122		020	

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CONDOMINIUM CONTROL SHEET

OCCP NO 1552 TITLE ISLAND LAKE ORCHARDS

CVT CODE 50--TWP/CITY Novi MAP PG NO

UNIT	BLDG	SIDWELL NO	FROM	UNIT	BLDG	SIDWELL NO	FROM
123		22-19-377-021	200.007	157		22-19-377-055	200.007
124		022		158		056	
125		023		159		057	
126		024		160		058	
127		025		161		059	
128		026		162		060	
129		027		163		061	
130		028		164		062	
131		029		165		063	
132		030		166		064	
133		031		167		065	
134		032		168		066	
135		033		169		067	
136		034		170		068	
137		035		171		069	
138		036		172		070	
139		037		173		071	
140		038		174		072	
141		039		175		073	
142		040		176		074	
143		041		177		075	
144		042		178		076	
145		043		179		077	
146		044		180		078	
147		045		181		079	
148		046		182		080	
149		047		183		081	
150		048		184		082	
151		049		185		083	
152		050		186		084	
153		051		187		085	
154		052		188		086	
155		053		189		087	
156		054		190		088	

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LIBER 46088 PAGE 16.8
CONDOMINIUM CONTROL SHEET

OCCP NO 1552 TITLE ISLAND LAKE ORCHARDS
CVT CODE 50 TWP/CITY NOVI MAP PG NO _____

UNIT	BLDG	SIDWELL NO	FROM	UNIT	BLDG	SIDWELL NO	FROM
191		22-19-377-089	300.007	225		22-19-377-123	300.007
192		090		226		22-19-478-001	47701
193		091		227		002	
194		092		228		003	
195		093		229		004	
196		094		230		005	
197		095		231		006	
198		096		232		007	
199		097		233		008	
200		098		234		009	
201		099		235		010	
202		100		236		011	
203		101		237		012	
204		102		238		013	
205		103		239		014	
206		104		240		015	
207		105		241		016	
208		106		242		017	
209		107		243		018	
210		108		244		019	
211		109		245		22-19-451-001	400.005
212		110		246		002	
213		111		247		003	
214		112		248		004	
215		113		249		005	
216		114		250		006	
217		115		251		007	
218		116		252		008	
219		117		253		009	
220		118		254		010	
221		119		255		011	
222		120		256		012	
223		121		257		013	
224		122		258		014	

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REGISTER OF DEEDS

2014 AUG -7 PM 3:17

LIBER 47289 PAGE 388
\$49.00 MISC RECORDING
\$4.00 REMONUMENTATION
08/07/2014 03:57:02 PM RECEIPT# 76204
PAID RECORDED - Oakland County, MI
Lisa Brown, Clerk/Register of Deeds

**FIFTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

ISLAND LAKE OF NOVI COMMUNITY ASSOCIATION

This Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of the Island Lake of Novi Community Association (this "Fifth Amendment") is made this 6th day of August, 2014, by TOLL MI II LIMITED PARTNERSHIP, a Michigan limited partnership, whose address is 29665 William K. Smith Drive, Suite B, New Hudson, Michigan 48165 (hereinafter sometimes referred to as "Declarant").

RECITALS:

A. On February 9, 1998, the City of Novi and Harvest Land Company, L.L.C. entered into a certain Harvest Lake of Novi Residential Unit Development Agreement (the "Harvest Lake RUD Agreement") constituting land situated in the City of Novi as the "Harvest Lake of Novi Residential Unit Development" pursuant to the provisions of Section 2404 of the City of Novi Zoning Ordinance. The Harvest Lake RUD Agreement was recorded at Liber 18279, Pages 716 through 855, both inclusive, Oakland County Records. The Harvest Lake RUD Agreement was amended by a Harvest Lake of Novi First Amendment of Residential Unit Development Agreement (the "Harvest Lake of Novi First Amendment to RUD Agreement") dated as of July 22, 1999, and recorded at Liber 20818, Pages 15 through 40, both inclusive, Oakland County Records. On July 2, 2003, the Declarant caused a Second Amendment to Residential Unit Development Agreement with respect to Island Lake of Novi (formerly known as "Harvest Lake of Novi") to be recorded at Liber 29801, Pages 7 through 23, both inclusive, Oakland County Records.¹ On or about July 21, 2003, the Declarant caused a Third Amendment to Residential Unit Development Agreement with respect to Island Lake of Novi to be recorded at Liber 30402, Pages 1 through 15, both inclusive, Oakland County Records. On March 14, 2005, the Declarant caused both a Fourth Amendment to Residential Unit Development Agreement with respect to Island Lake of Novi to be recorded at Liber 35126, Pages 758-772, both inclusive, Oakland County Records and a Fifth Amendment to Residential Unit

¹ Declarant changed the name of the Harvest Lake of Novi Residential Unit Development to its current name with the approval of the City of Novi as permitted by the Harvest Lake of Novi First Amendment to RUD Agreement.

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OAKLAND COUNTY
REGISTER OF DEEDS
261114
AUG -7 PM 3:18

OK - LG

Development Agreement with respect to Island Lake of Novi to be recorded at Liber 35126, Pages 773 through 794, both inclusive, Oakland County Records. On or about May 23, 2013, the Declarant caused a Sixth Amendment to RUD Agreement with respect to Island Lake of Novi to be recorded at Liber 45833, Page 95, Oakland County Records. On or about March 27, 2014, the Declarant caused a Seventh Amendment to RUD Agreement (the "Seventh Amendment to RUD Agreement") with respect to Island Lake of Novi to be recorded at Liber 46895, Page 633, Oakland County Records.

B. On June 19, 2000, Declarant executed a certain Island Lake of Novi Community Association Declaration of Covenants, Conditions and Restrictions (the "Original Declaration") and caused the same to be recorded on June 21, 2000 at Liber 21518, Pages 318 through 345, both inclusive, Oakland County Records, for the purpose of establishing a master association to administer certain common facilities to be developed, constructed and/or installed for the benefit of the residents of the various residential developments to be established within the Island Lake of Novi Residential Unit Development (the "Island Lake of Novi RUD"). With the recording of the Declaration, Declarant established certain land located in the City of Novi and within the Island Lake of Novi RUD as the "Island Lake of Novi Community", an overall development that is intended to include a number of residential developments which may be developed as condominiums or platted subdivisions. As initially established, the Island Lake of Novi Community comprised the land, condominium units and improvements included in Island Lake Vineyards, Oakland County Condominium Subdivision Plan No. 1271, a residential condominium established with the recording of the Master Deed thereof at Liber 21518, Pages 346 through 420, both inclusive, Oakland County Records.

C. On June 22, 2001, Declarant amended the Original Declaration by recording a certain First Amendment to Declaration of Covenants, Conditions and Restrictions with respect to the Island Lake of Novi Community Association (the "First Amendment to Declaration") at Liber 23097, Pages 301 through 309, both inclusive, Oakland County Records, for the purpose of expanding the Island Lake of Novi Community to include additional portions of the Island Lake of Novi RUD, as provided in the Original Declaration and to clarify certain other matters.

D. On August 20, 2003, Declarant amended the Original Declaration, as previously amended by the First Amendment to Declaration, by recording a certain Second Amendment to Declaration of Covenants, Conditions and Restrictions with respect to the Island Lake of Novi Community Association (the "Second Amendment to Declaration") at Liber 30418, Pages 397 through 410, both inclusive, Oakland County Records, for the purpose of adding to the Island Lake of Novi Community all of the land then included in the Island Lake of Novi RUD.

E. On June 22, 2006, Declarant amended the Original Declaration, as previously amended by the First Amendment to Declaration and Second Amendment to Declaration, by recording a certain Third Amendment to Declaration, Covenants and Restrictions with respect to the Island Lake of Novi Community Association (the "Third Amendment to Declaration") at Liber 37780, Pages 677 through 690, both inclusive, Oakland County

Records, for the purpose of adding to The Island Lake of Novi Community all of the land then included in The Island Lake of Novi RUD.

F. On July 7, 2013, Declarant amended the Original Declaration, as previously amended by the First Amendment to Declaration, Second Amendment to Declaration and Third Amendment to Declaration, by recording a certain Fourth Amendment to Declaration, Covenants and Restrictions with respect to the Island Lake of Novi Community Association (the "Fourth Amendment to Declaration") at Liber 46088, Page 684 in the Oakland County Records, for the purpose of adding to The Island Lake of Novi Community all of the land then included in The Island Lake of Novi RUD.

G. Pursuant to the terms of the Seventh Amendment to RUD Agreement referenced above, the land identified on Exhibit A hereto was added to the Island Lake of Novi RUD.

H. Declarant now wishes to exercise rights reserved in the Original Declaration, as amended, to add to the Island Lake of Novi Community the land identified in Exhibit A hereto and included in the Island Lake of Novi RUD, which land is planned for residential development and that has not been previously included in the Island Lake of Novi Community.

NOW, THEREFORE, Declarant hereby amends the Original Declaration as follows:

1. The land legally described in the attached Exhibit A to this Fifth Amendment (the "Submitted Land") is hereby submitted to and made a part of the Island Lake of Novi Community. The Declarant intends to establish an additional residential site condominium within the Island Lake of Novi, which additional residential site condominium shall be known as "The Preserve at Island Lake". The Submitted Land is referred to for planning purposes as Phase 8. The Submitted Land comprises 48.953 acres of land located at Ten Mile and Napier Road in Novi, Michigan.

2. With the inclusion of the Submitted Land to the Island Lake of Novi Community, the land now included in the Island Lake of Novi Community is legally described in the attached Exhibit B. As provided in the Original Declaration as amended by the First Amendment to Declaration, the Second Amendment to Declaration, Third Amendment to Declaration and Fourth Amendment to Declaration, the Declarant retains the right to unilaterally add to the Island Lake of Novi Community any parcel of land that is (i) located adjacent to the land included in the Island Lake of Novi RUD as defined in the Original Declaration and (ii) purchased by Declarant or an affiliate of the Declarant. As stated in the Original Declaration as amended by the First Amendment to Declaration, the Second Amendment to Declaration, Third Amendment to Declaration and Fourth Amendment to Declaration, land shall be deemed to be adjacent to the Island Lake of Novi RUD if it abuts land located in the Island Lake of Novi RUD or if it is only separated from land located in the Island Lake of Novi RUD by a public road or other public right of way.

3. Except as revised by the First Amendment to Declaration, the Second Amendment to Declaration, Third Amendment to Declaration, Fourth Amendment to Declaration and this Fifth Amendment, the Original Declaration is hereby ratified and confirmed. The terms and conditions of the Original Declaration, as amended by the First Amendment to Declaration, the Second Amendment to Declaration, Third Amendment to Declaration and Fourth Amendment to Declaration, shall remain in full force and effect, except as modified herein.

IN WITNESS WHEREOF, Declarant has duly executed this Fifth Amendment to Declaration of Covenants, Conditions and Restrictions on the date first above set forth.

TOLL MI II LIMITED PARTNERSHIP, a Michigan limited partnership

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

By: [Signature]
Name: Jason Minick
Its: Vice President

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 6th day of August 2014 by Jason Minick, the 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.

[Signature: Marilee S. Steinhilber]
NOTARY PUBLIC
County of Oakland, State of Michigan
My Commission Expires: Dec. 23, 2017
Acting in Oakland County

THIS INSTRUMENT DRAFTED BY
AND WHEN RECORDED, RETURN TO:

A'Jené M. Maxwell, Esq.
Jaffe Raitt Heuer & Weiss, P.C.
27777 Franklin Road, Suite 2500
Southfield, Michigan 48034



EXHIBIT A

THE SUBMITTED LAND

The land added to the Island Lake of Novi Community pursuant to this Fifth Amendment to Declaration the Submitted Land is legally described as follows:

A PART OF THE SOUTHWEST 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 SOUTHWEST CORNER OF SAID SECTION 19, FOR A POINT OF BEGINNING; THENCE NORTH 02°49'46" WEST, 1318.44 FEET, (SAID POINT BEING SOUTH 02°49'46" EAST, 1315.42 FEET FROM THE WEST 1/4 CORNER OF SAID SECTION 19), ALONG THE WEST LINE OF SAID SECTION 19 AND THE CENTERLINE OF NAPIER ROAD, TO THE SOUTHWEST CORNER OF "ISLAND LAKE ORCHARDS", OAKLAND COUNTY CONDOMINIUM PLAN NO. 1552, MASTER DEED RECORDED IN LIBER 30468, PAGES 611 THROUGH 689, OAKLAND COUNTY RECORDS, AS AMENDED; THENCE NORTH 86°03'33" EAST, 1618.18 FEET, ALONG A SOUTHERLY LINE OF SAID "ISLAND LAKE ORCHARDS"; THENCE SOUTH 02°20'47" EAST, 1326.96 FEET, ALONG A WESTERLY LINE OF SAID "ISLAND LAKE ORCHARDS", TO THE SOUTH LINE OF SAID SECTION 19 AND THE CENTERLINE OF TEN MILE ROAD, (SAID POINT BEING SOUTH 86°21'12" WEST, 1023.50 FEET FROM THE SOUTH ¼ CORNER OF SAID SECTION 19); THENCE SOUTH 86°21'12" WEST, 1606.86 FEET, ALONG THE SOUTH LINE OF SAID SECTION 19 AND THE CENTERLINE OF SAID TEN MILE ROAD, TO THE POINT OF BEGINNING. ALL OF THE ABOVE CONTAINING 48.953 ACRES. ALL OF THE ABOVE BEING SUBJECT TO THE RIGHTS OF THE PUBLIC IN NAPIER ROAD AND TEN MILE ROAD. ALL OF THE ABOVE BEING SUBJECT TO EASEMENTS RESTRICTIONS AND RIGHT-OF-WAYS OF RECORD.

Tax Parcel No.: 50-22-19-300-004

EXHIBIT B

THE "ISLAND LAKE OF NOVI COMMUNITY"

The land now included in the Island Lake of Novi Community comprises the following parcels of land all located in the City of Novi, Oakland County, Michigan and described as follows:

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

Parcel 1 (referred to for planning purposes as Phase 2A)

Units 1 through 75, both inclusive, Island Lake Vineyards, a residential condominium as established pursuant to the Master Deed thereof recorded at Liber 21518, Pages 346 through 420, both inclusive, Oakland County Records, and Act 59 of the Public Acts of 1978, as the same may be amended, said condominium being designated as Oakland County Condominium Subdivision Plan No. 1271, together with the common elements appurtenant thereto.

Parcel 1 is described by metes and bounds as a parcel of land in the Southeast 1/4 of Section 18, T1N, R8E, City of Novi, Oakland County, Michigan, described as having a point of beginning being the East 1/4 corner of said Section 18, thence S 04°05'31" E 2411.59 feet along the East line of said Section 18 and the centerline of Wixom Road; thence S 85°54'28" W 203.34 feet; thence N 66°52'21" W 40.82 feet; thence N 05°24'15" E 174.46 feet; thence N 58°11'02" W 76.27 feet; thence N 02°44'24" W 90.17 feet; thence N 28°38'17" W 60.51 feet; thence N 10°33'08" W 69.23 feet; thence N 07°26'27" E 79.79 feet; thence N 81°20'08" W 30.76 feet; thence S 13°56'32" W 71.98 feet; thence S 32°53'41" W 182.90 feet; thence S 60°03'43" W 168.11 feet; thence N 22°18'29" W 211.69 feet; thence N 61°36'32" W 962.56 feet; thence N 08°25'19" W 855.49 feet; thence N 35°25'56" E 580.50 feet; thence N 78°17'53" E 422.77 feet; thence N 85°47'54" E 8.10 feet; thence N 04°34'11" W 106.92 feet; thence N 87°11'34" E 748.32 feet along the East-West 1/4 line of said Section 18 to the point of beginning and being subject to the rights of the public over the East 43.00 feet thereof for use as Wixom Road and to any other easements or restrictions of record; containing 62.65 acres of land.

Parcel 2 (referred to for planning purposes as Phases 2B, 3A and 6)

A parcel of land situated in the Northeast 1/4 of Section 18 and the Southeast 3 of Section 18 and the Southwest 1/4 of Section 18 and the Northwest 1/4 of Section 19 and the Northeast 1/4 of Section 19; all in Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as commencing at the East 1/4 corner of said Section 18; thence South 87°11'34" West, 748.32 feet along the East-West 1/4 line of said Section 18 to the Point of Beginning; thence South 04°34'11" East, 106.92 feet; thence South

85°47'54" West, 8.10 feet; thence South 78°17'53" West, 422.77 feet; thence South 35°25'56" West, 580.50 feet; thence South 08°25'19" East, 855.49 feet; thence South 61°36'32" East, 962.56 feet; thence South 22°18'29" East, 211.69 feet; thence North 60°03'43" East, 168.11 feet; thence North 32°53'41" East, 182.90 feet; thence North 13°56'32" East, 71.98 feet; thence South 81°20'08" East, 30.76 feet; thence South 07°26'27" West, 79.79 feet; thence South 10°33'08" East, 69.23 feet; thence South 28°38'17" East, 60.51 feet; thence South 02°44'24" East, 90.17 feet; thence South 58°11'02" East, 76.27 feet; thence South 05°24'15" West, 174.46 feet; thence South 66°52'21" East, 40.82 feet; thence North 85°54'28" East, 203.34 feet; thence South 04°05'31" East, 227.12 feet along the East line of said Section 18 and the centerline of Wixom Road to the Southeast corner of said Section 18; thence South 03°07'36" East, 2310.99 feet along the East line of said Section 19 and the centerline of Wixom Road; thence South 86°22'51" West, 1463.27 feet; thence North 06°08'24" West, 274.98 feet; thence North 10°11'35" West, 170.04 feet; thence North 12°52'49" West, 170.06 feet; thence North 17°00'01" West, 160.77 feet; thence North 13°24'18" West, 160.10 feet; thence North 11°36'41" West, 150.00 feet; thence North 06°23'07" East, 101.16 feet; thence North 17°26'39" East, 71.90 feet; thence North 24°35'14" West, 30.70 feet; thence North 81°23'23" West, 26.65 feet; thence South 61°05'54" West, 34.66 feet; thence South 89°53'27" West, 44.53 feet; thence North 78°44'05" West, 59.93 feet; thence North 65°21'24" West, 102.13 feet; thence North 60°59'33" West, 150.57 feet; thence North 76°56'16" West, 83.28 feet; thence North 53°54'49" West, 80.00 feet; thence North 71°22'42" West, 66.51 feet; thence North 45°49'56" West, 89.26 feet; thence North 76°34'05" West, 115.63 feet; thence North 72°32'22" West, 150.98 feet; thence North 85°33'13" West, 159.18 feet; thence North 37°37'08" West, 170.49 feet; thence North 77°16'36" West, 153.91 feet; thence North 77°54'31" West, 152.35 feet; thence North 88°03'11" West, 40.71 feet; thence North 60°10'38" West, 218.13 feet; thence North 03°05'23" East, 190.37 feet; thence North 35°52'20" West, 153.63 feet; thence North 59°29'24" West, 109.95 feet; thence North 82°45'36" West, 227.25 feet; thence North 64°13'07" West, 161.39 feet; thence North 53°07'06" West, 165.31 feet; thence North 86°35'49" West, 134.38 feet; thence South 87°53'42" West, 920.70 feet; thence South 03°09'37" East, 1024.91 feet; thence South 10°42'06" West, 197.54 feet; thence South 61°26'50" West, 129.10 feet; thence South 28°33'10" East, 15.40 feet; thence 278.42 feet along a curve to the right having a radius of 260.00 feet, subtended by a long chord bearing South 02°30'26" East, having a distance of 265.30 feet; thence South 28°10'11" West, 54.60 feet; thence 134.21 feet along a curve to the left, having a radius of 342.00 feet, subtended by a long chord bearing North 73°04'20" West, having a distance of 133.35 feet; thence South 86°57'45" West, 59.98 feet; thence North 03°00'52" West, 1164.47 feet along the west line of said Section 19 and the centerline of Napier Road to the Southwest corner of said Section 18; thence North 03°04'35" West, 726.63 feet along the West line of said Section 18 and the centerline of Napier Road; thence North 86°46'21" East, 2482.03 feet; thence North 86°46'21" East, 188.89 feet; thence North 04°18'23" West, 1977.53 feet along the North-South 1/4 line of said Section 18 to the center of said Section 18; thence North 03°40'24" West, 312.34 feet along the North-South 1/4 line of said Section 18; thence North 87°11'34" East, 2645.78 feet; thence South 04°05'31" East, 180.35 feet; thence South 87°11'34" West, 990.00 feet; thence South 04°06'21" East, 132.03 feet;

thence North 87°11'34" East, 241.68 feet along the East-West 1/4 line of said Section 18 to the Point of Beginning; containing 264.89 acres of land and being subject to the rights of the public over the Easterly 43.00 feet thereof for the use of Wixom Road and the Westerly 60.00 feet thereof for the use of Napier Road and, being subject to any other easements or restrictions of record.

Note: The aforesaid Parcel 2 includes parcels of land to be conveyed to and maintained by the Island Lake of Novi Community Association for the benefit of the Island Lake of Novi Community and the following condominium developments or phases thereof:

Units 76 through 132, both inclusive, Island Lake Vineyards, a residential condominium as established to the Master Deed thereof recorded at Liber 21518, Pages 346 through 420, both inclusive, Oakland County Records, as amended by the First Amendment to Master Deed recorded in Liber Liber 23996, Pages 436 through 473, both inclusive, Oakland County Records, said condominium being designated as Oakland County Condominium Subdivision Plan No. 1271, together with the common elements appurtenant thereto. The aforesaid Units 76 through 132 and adjacent common element areas are sometimes referred to as the "Ravines" phase of Island Lake Vineyards.

P1#2 22-18-426-000ent

Units 1 through 126, both inclusive, Island Lake Arbors, a residential condominium as established pursuant to the Master Deed thereof recorded at Liber 23171, Pages 779 through 854, both inclusive, Oakland County Records, said condominium being designated as Oakland County Condominium Subdivision Plan No. 1358, together with the common elements appurtenant thereto.

22-18-401-000ent

Units 1 through 12, both inclusive, Island Lake East Arbors, a residential condominium as established pursuant to the Master Deed thereof recorded at Liber 34086, Pages 796 through 867, both inclusive, Oakland County Records, said condominium being designated as Oakland County Condominium Subdivision Plan No. 1659, together with the common elements appurtenant thereto.

22-18-276-000ent

Units 1 through 64, both inclusive, Island Lake North Bay, a residential condominium as established pursuant to the Master Deed thereof recorded in Liber 24741, Pages 326 through 406, both inclusive, Oakland County Records, said condominium being designated as Oakland County Condominium Subdivision Plan No. 1413, together with the common elements appurtenant thereto.

22-19-101-000ent

Units 1 through 40, both inclusive, Island Lake North Woods, a residential condominium as established pursuant to the Master Deed thereof recorded in Liber 24820, Pages 481 through 559, both inclusive, Oakland County Records, said condominium being designated as Oakland County Condominium Subdivision Plan No. 1415, together with the common elements appurtenant thereto.

22-18-451-000ent

Units 1 through 18, both inclusive, Island Lake Shores North, a residential condominium as established pursuant to the Master Deed thereof recorded in Liber 25903, Pages 224

through 302, both inclusive, Oakland County Records, said condominium being designated as Oakland County Condominium Subdivision Plan No. 1444, together with the common elements appurtenant thereto.

22-19-203-000-ent

Parcel 3 (referred to for planning purposes as Phase 3B)

A parcel of land situated in the Northwest 1/4 of Section 20, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan described as having a Point of Beginning being the Northwest corner of said Section 20; thence North 86°34'34" East, 233.00 feet along the North line of said Section 20 and the center line of Eleven Mile Road; thence South 03°25'26" East, 233.00 feet; thence North 86°34'34" East, 100.00 feet; thence South 03°25'26" East, 133.00 feet; thence North 86°34'34" East, 357.00 feet; thence North 02°19'11" West, 366.07 feet; thence North 86°34'34" East, 49.60 feet along the North line of said Section 20 and the centerline of Eleven Mile Road; thence South 02°26'41" East, 1323.61 feet; thence South 86°46'57" West, 730.90 feet; thence North 03°07'36" West, 1320.80 feet along the West line of said Section 20 and the centerline of Wixom Road to the Point of Beginning; containing 18.86 acres of land and being subject to the rights of the public over the Northerly 43.00 feet thereof for the use of Eleven Mile Road and the Westerly 43.00 feet thereof for the use of Wixom Road and being subject to any easements or restrictions of record.

The land described above by metes and bounds now comprises Units 165 through 178, both inclusive, Island Lake Vineyards, a residential condominium as established pursuant to the Master Deed thereof recorded at Liber 21518, Pages 346 through 420, both inclusive, Oakland County Records, as amended by the Third Amendment to Master Deed recorded in Liber Liber 27072, Pages 708 through 732, both inclusive, Oakland County Records, said condominium being designated as Oakland County Condominium Subdivision Plan No. 1271, together with the common elements appurtenant thereto. The aforesaid Units 165 through 178 and adjacent common element areas are sometimes referred to as the "Ravines Enclave" phase of Island Lake Vineyards.

22-18-426-000-ent

Parcel 4 (referred to for planning purposes as Phase 3C)

A parcel of land situated in the Southwest 1/4 of Section 20, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as commencing at the West 1/4 corner of said Section 20; thence North 86°59'44" East, 43.01 feet along the East-West 1/4 line of said Section 20 to the Point of Beginning; thence continuing North 86°59'44" East, 814.97 feet along the East-West 1/4 line of said Section 20; thence South 02°40'05" East, 1002.50 feet; thence South 87°07'49" West, 831.91 feet; thence North 01°41'52" West, 1000.79 feet along the Easterly right-of-way line of Wixom Road to the Point of Beginning; containing 18.93 acres of land and being subject to any easements or restrictions of record.

The land described above by metes and bounds now comprises Units 133 through 164, both inclusive, Island Lake Vineyards, a residential condominium as established pursuant

to the Master Deed thereof recorded at Liber 21518, Pages 346 through 420, both inclusive, Oakland County Records, as amended by the Third Amendment to Master Deed recorded in Liber Liber 27072, Pages 708 through 732, both inclusive, Oakland County Records, said condominium being designated as Oakland County Condominium Subdivision Plan No. 1271, together with the common elements appurtenant thereto. The aforesaid Units 133 through 164 and adjacent common element areas is sometimes referred to as the "Ravines East" phase of Island Lake Vineyards.

22-18-426.0000

Parcel 5 (referred to for planning purposes as Phases 3D, 4 and 5)

A part of Northeast 1/4 and Southeast 1/4 and Southwest 1/4 and Northwest 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 Southeast Corner of said Section 19; thence South 86°24'49" West, 230.64 feet, along the South line of said Section 19 and the centerline of Ten Mile Road, to the Point of Beginning; thence continuing South 86°24'49" West, 1092.71 feet, along the South line of said Section 19 and the centerline of said Ten Mile Road, (said point being North 86°24'49" East, 1323.35 feet, from the South 1/4 Corner of said Section 19); thence North 01°59'58" West, 1317.21 feet; thence South 86°23'50" West, 1034.04 feet; thence North 01°52'19" West, 10.20 feet; thence South 86°25'23" West, 297.38 feet, to the North and South 1/4 line of said Section 19, (said point being North 02°20'47" West, 1326.96 feet, from the South 1/4 Corner of said Section 19 and South 02°20'47" East, 1306.18 feet, from the Center of said Section 19); thence South 86°21'12" West, 38.00 feet; thence South 02°20'47" East, 1326.96 feet, to the South line of said Section 19 and the centerline of said Ten Mile Road, (said point being South 86°21'12" West, 38.00 feet, from the South 1/4 Corner of said Section 19); thence South 86°21'12" West, 985.50 feet, along the South line of said Section 19 and the centerline of said Ten Mile Road, (said point being North 86°21'12" East, 1606.86 feet, from the Southwest Corner of said Section 19); thence North 02°20'47" West, 1326.96 feet; thence South 86°03'33" West, 1618.18 feet, to the West line of said Section 19 and the centerline of Napier Road, (said point being North 02°49'46" West, 1318.44 feet, from the Southwest Corner of said Section 19); thence North 02°49'46" West, 1315.42 feet, along the West line of said Section 19 and the centerline of said Napier Road, to the West 1/4 Corner of said Section 19; thence North 03°01'04" West, 1466.97 feet, along the West line of said Section 19 and the centerline of said Napier Road, to the Southwest corner of said "Island Lake North Bay", Condominium, (said point being South 03°01'04" East, 1164.47 feet, from the Northwest Corner of said Section 19); thence North 86°57'33" East, 59.98 feet, along the Southerly line of said "Island Lake North Bay"; thence 134.21 feet along a curve to the right, said curve having a radius of 342.00 feet, a central angle of 22°29'04" and a chord bearing and distance of South 73°04'32" East, 133.35 feet, along the Southerly line of said "Island Lake North Bay"; thence North 28°09'59" East, 54.60 feet, along the Southerly line of said "Island Lake North Bay"; thence 278.41 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 61°21'12" and a chord bearing and distance of North 02°30'38" West, 265.30 feet, along the Southerly line of said "Island Lake North Bay"; thence North 28°33'22" West, 15.40 feet, along the Southerly line of said "Island Lake North Bay"; thence North 61°26'38" East, 129.10 feet, along the Southerly line

of said "Island Lake North Bay"; thence North 10°41'54" East, 182.54 feet, along the Southerly line of said "Island Lake North Bay", to Traverse Point "A"; thence continuing North 10°41'54" East, 15 feet more or less, along the Southerly line of said "Island Lake North Bay", to the Southerly shore line of Island Lake; thence Southeasterly, Northerly, Westerly and Northerly 10,675 feet more or less, along the shore of said Island Lake, to the Southerly line of "Island Lake Shores North", Condominium; thence North 86°22'54" East, 25 feet more or less, along the Southerly line of said "Island Lake Shores North", to Traverse point "B", (said Traverse point "B" being South 58°16'56" East, 680.85 feet and South 43°20'30" East, 414.80 feet and North 88°11'03" East, 300.76 feet and South 38°13'31" East, 655.48 feet and South 46°50'37" East, 980.51 feet and South 36°23'50" East, 174.63 feet and South 46°27'07" East, 352.00 feet and South 68°00'58" East, 944.35 feet and South 80°49'02" East, 241.28 feet and South 32°29'27" East, 365.16 feet and South 52°19'36" East, 292.08 feet and South 78°14'02" East, 588.57 feet and North 58°09'19" East, 152.57 feet and North 14°41'19" East, 151.97 feet and North 21°59'22" West, 430.31 feet and North 01°17'33" West, 621.17 feet and South 89°27'02" West, 728.61 feet and North 61°33'27" West, 472.40 feet and North 01°47'44" West, 330.01 feet, from said Traverse Point "A"); thence continuing North 86°22'54" East, 102.89 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 Wixom Road, (said point being South 03°08'01" East, 2476.09 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; thence South 86°22'40" West, 43.02 feet, along the East and West 1/4 line of said Section 19, to the Westerly right-of-way of said Wixom Road; thence South 01°42'13" East, 1544.47 feet, along the Westerly 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 right-of-way of said Wixom Road; thence South 05°17'47" West, 273.33 feet, along the Westerly right-of-way of said Wixom Road; thence 84.66 feet along a curve to the left, said curve having a radius of 693.00 feet, a central angle of 07°00'00" and a chord bearing and distance of South 01°47'47" West, 84.61 feet, along the Westerly right-of-way of said Wixom Road; thence South 01°42'13" East, 112.80 feet, along the Westerly right-of-way of said Wixom Road; thence South 88°17'56" West, 17.00 feet; thence South 59°02'27" West, 345.32 feet; thence South 25°56'15" East, 423.30 feet, to the Point of Beginning. All of the above containing 268 Acres more or less. All of the above being subject to easements restrictions and right-of-ways of record. All of the above being subject the rights of the public in Ten Mile Road and Napier Road and Wixom Road.

Note: The aforesaid Parcels 3D, 4 and 5 include parcels of land to be conveyed to and maintained by the Island Lake of Novi Community Association for the benefit of the Island Lake of Novi Community and the following condominium developments or phases thereof:

Units 1 through 52, both inclusive, Island Lake South Harbor, a residential condominium as established pursuant to the Master Deed thereof recorded at Liber 32001, Pages 821

through 898, both inclusive, Oakland County Records; said condominium being designated as Oakland County Condominium Subdivision Plan No. 1602, together with the common elements appurtenant thereto.

22-19-427-000eab

Units 1 through 28, both inclusive, Island Lake Shores South, a residential condominium as established pursuant to the Master Deed thereof recorded at Liber 30468, Pages 690 through 772, both inclusive, Oakland County Records; said condominium being designated as Oakland County Condominium Subdivision Plan No. 1553, together with the common elements appurtenant thereto.

22-19-176-000eat

Units 1 through 244, both inclusive, Island Lake Orchards, a residential condominium as established pursuant to the Master Deed thereof recorded at Liber 30468, Pages 611 through 689, both inclusive, Oakland County Records, as amended by the First Amendment to Master Deed recorded at Liber 31833, Pages 132 through 150, both inclusive, Oakland County Records, the Second Amendment to Mater Deed recorded at Liber 34444, Pages 64 through 87, both inclusive, Oakland County Records, and the Third Amendment to Master Deed recorded at Liber 36379, Pages 520 through 543, both inclusive, Oakland County Records; said condominium being designated as Oakland County Condominium Subdivision Plan No. 1552, together with the common elements appurtenant thereto.

22-19-376-000eat

Parcel 6 (referred to for planning purposes as Phase 5C)

A part of the Southeast 1/4 and the Southwest 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 South 1/4 Corner of said Section 19 for a Point of Beginning; thence South 86° 21' 12" West 38.00 feet (previously described as South 89° 18' 00" West), along the South line of said Section 19 and the centerline of Ten Mile Road, to the Southeast corner of "Island Lake Orchards", Oakland County Condominium Plan No. 1552, as recorded in Liber 30468, Page 611 through 689, as amended, (said point being North 86° 21' 12" East, 2592.36 feet, from the Southwest Corner of said Section 19); thence North 02° 20' 47" West, 1326.96 feet, along the Easterly line of said "Island Lake Orchards", (previously described as North 00° 33' 20" East); thence North 86° 21' 12" East, 38.00 feet, along the Southerly line of said "Island Lake Orchards", (previously described as North 89° 18' 00" East), to a point on the North and South 1/4 line of said Section 19, (said point being South 02° 20' 47" East, 1306.18 feet, from the Center of said Section 19); thence North 86° 25' 23" East, 297.38 feet, along the Southerly line of said "Island Lake Orchards", (previously described as North 89° 24' 00" East, 296.21 feet); thence South 01° 52' 19" East, 1327.19 feet, along the Southerly line of said "Island Lake Orchards" and an extension thereof, (previously described as South 00° 58' 48" West), to a point on the South line of said Section 19, (said point being South 86° 24' 49" West, 2360.31 feet, from the Southeast Corner of said Section 19); thence South 86° 24' 49" West, 286.39 feet, (previously described as South 89° 24' 00" West), along the South line of said Section 19 and the centerline of said Ten Mile Road, to the Point of Beginning. All of the above containing 10.047 Acres. All of the above being subject to the right of the public in Ten Mile

Road. All of the above being subject to easements, restrictions and right-of-ways of records. Being Units 245 through 266, both inclusive, Island Lake Orchards, a residential condominium as established pursuant to the Master Deed thereof recorded in Liber 30468, Page 611 through 689, both inclusive, Oakland County Records; said condominium being designated as Oakland County Condominium Subdivision Plan No. 1552, together with the common elements appurtenant thereto.

22-19-376-000ent

Parcel 7 (referred to for planning purposes as Phases 7A, 7B and 7C)

A PART OF THE SOUTHWEST 1/4 OF SECTION 20, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 20; THENCE N01°42'13"W 658.30 FEET ALONG THE WEST LINE OF SAID SECTION 20 AND THE EAST RIGHT OF WAY LINE OF WIXOM ROAD TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING FIVE COURSES: (1) N01°42'13"W 1.68 FEET; (2) 74.16 FEET ALONG THE ARC OF A 607.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N01°47'47"E 74.11 FEET; (3) N05°17'47"E 273.33 FEET; (4) 84.67 FEET ALONG THE ARC OF A 693.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N01°47'47"E 84.61 FEET AND (5) N01°42'13"W 546.24 FEET TO THE SOUTHWEST CORNER OF ISLAND LAKE VINEYARDS, OAKLAND COUNTY CONDOMINIUM PLAN NO. 1271 AS RECORDED IN LIBER 37695, PAGE 523, OAKLAND COUNTY RECORDS; THENCE N87°07'28"E (RECORDED AS N87°07'49"E) 955.70 FEET ALONG THE SOUTH LINE OF SAID ISLAND LAKE VINEYARDS CONDOMINIUM; THENCE S02°34'33"E 471.53 FEET PARALLEL TO THE CENTERLINE OF DINSER ROAD; THENCE N86°56'30"E 323.41 FEET; THENCE S02°34'33"E 1151.04 FEET ALONG SAID CENTERLINE OF DINSER ROAD; THENCE S86°33'46"W 1018.99 FEET ALONG THE SOUTH LINE OF SAID SECTION 20 AND THE CENTERLINE OF 10 MILE ROAD; THENCE N01°42'13"W 657.15 FEET PARALLEL TO THE WEST LINE OF SAID SECTION 20; THENCE S86°45'47"W 328.12 FEET TO THE POINT OF BEGINNING. ALL OF THE ABOVE CONTAINING 40.677 ACRES. ALL OF THE ABOVE BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE SOUTH 60 FEET THEREOF FOR TEN MILE ROAD AND THE EAST 33 FEET THEREOF FOR DINSER ROAD. ALL OF THE ABOVE BEING SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAYS OF RECORD.

above legal is not the Reserve of Island Lake acct # 6

Parcel 8 (referred to for planning purposes as Phase 8)

22-20-304-000ent

A PART OF THE SOUTHWEST 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 SOUTHWEST CORNER OF SAID SECTION 19, FOR A POINT OF BEGINNING; THENCE NORTH 02°49'46" WEST, 1318.44 FEET, (SAID POINT BEING SOUTH 02°49'46" EAST, 1315.42 FEET FROM THE WEST 1/4 CORNER OF SAID SECTION 19), ALONG THE WEST LINE OF SAID SECTION 19 AND

THE CENTERLINE OF NAPIER ROAD, TO THE SOUTHWEST CORNER OF "ISLAND LAKE ORCHARDS", OAKLAND COUNTY CONDOMINIUM PLAN NO. 1552, MASTER DEED RECORDED IN LIBER 30468, PAGES 611 THROUGH 689, OAKLAND COUNTY RECORDS, AS AMENDED; THENCE NORTH 86°03'33" EAST, 1618.18 FEET, ALONG A SOUTHERLY LINE OF SAID "ISLAND LAKE ORCHARDS"; THENCE SOUTH 02°20'47" EAST, 1326.96 FEET, ALONG A WESTERLY LINE OF SAID "ISLAND LAKE ORCHARDS", TO THE SOUTH LINE OF SAID SECTION 19 AND THE CENTERLINE OF TEN MILE ROAD, (SAID POINT BEING SOUTH 86°21'12" WEST, 1023.50 FEET FROM THE SOUTH ¼ CORNER OF SAID SECTION 19); THENCE SOUTH 86°21'12" WEST, 1606.86 FEET, ALONG THE SOUTH LINE OF SAID SECTION 19 AND THE CENTERLINE OF SAID TEN MILE ROAD, TO THE POINT OF BEGINNING. ALL OF THE ABOVE CONTAINING 48.953 ACRES. ALL OF THE ABOVE BEING SUBJECT TO THE RIGHTS OF THE PUBLIC IN NAPIER ROAD AND TEN MILE ROAD. ALL OF THE ABOVE BEING SUBJECT TO EASEMENTS RESTRICTIONS AND RIGHT-OF-WAYS OF RECORD.

above legal falls within
the Reserve of Island
Lake OCCP# 2048
22-20-304-000ent

and 22-20-301-041 &
22-20-301-024 &
22-20-301-025

and falls within
Pebble Ridge Estates
22-20-326-000ent
& Pt 22-20-376-045 &
22-20-376-010

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS
2015 MAR -4 AM 9:58

2015 APR 10 PM 3:15

122195
LIBER 48290 PAGE 402
\$43.00 MISC RECORDING
\$4.00 REINSTATEMENT
06/16/2015 11:33:08 A.M. RECEIPT # 2985
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS
2015 JUN 15 AM 11:29

**SIXTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ISLAND
LAKE OF NOVI COMMUNITY ASSOCIATION**

ISLAND LAKE OF NOVI COMMUNITY ASSOCIATION, a Michigan Limited Liability Company, whose address is c/o 50444 Drakes Bay Drive, Novi, MI 48374 (hereinafter referred to as the "Association"), having been assigned the Declarant's rights under the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ISLAND LAKE OF NOVI COMMUNITY ASSOCIATION (hereinafter referred to as the "Declaration"), recorded in Liber 21518, Pages 318 et seq., Oakland County Records; as amended by the First Amendment thereto recorded in Liber 23097, Pages 301 et seq., Second Amendment thereto recorded in Liber 30418, Pages 397 et seq., Third Amendment thereto recorded in Liber 37780, Pages 677 et seq., Fourth Amendment thereto recorded in Liber 46088, Pages 684 et seq., and Fifth Amendment thereto recorded in Liber 47289, Pages 388 et seq., Oakland County Records hereby amends said Declaration for the purpose of changing the provisions relating to the composition of the Board of Directors and how it is chosen and shall vote.

The Declaration is amended pursuant to Articles V and VII of the Declaration by 2/3 vote of the Members of the Association and shall be effective upon recording with the Register of Deeds for Oakland County.

NOW THEREFORE, the Declaration of Covenants, Conditions and Restrictions for Island Lake of Novi Community Association, is amended as follows:

ARTICLE I OF AMENDMENT

Article III of the Declaration of Covenants, Conditions and Restrictions for Island Lake of Novi Community Association shall be deleted and replaced with the following new Article

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS
2015 MAY 14 AM 11:10

ARTICLE III
ASSOCIATION MEMBERSHIP

The Declarant and each and every Constituent Association shall constitute the Members of the Association. Declarant has transferred control of the Association to the Constituent Associations. The president of each Constituent Association shall serve as a Director on this Association's Board of Directors.

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2. *Each Member of the Association shall have the right to cast a single vote on all matters brought before the Members and the votes of each Member shall be cast by the president of the Member or a duly elected or appointed representative of the Member; provided that the representative casting votes on behalf of a Member (if other than the Member's president) shall be identified as an authorized agent of the Member for that purpose in a duly adopted resolution by the Board of Directors of the Member filed with the Secretary of the Association.*

ARTICLE II OF AMENDMENT

Article XI, Section 1 of the Declaration of Covenants, Conditions and Restrictions for Island Lake of Novi Community Association shall be deleted and replaced with the following new Article XI, Section 1:

1. *All votes on matters affecting the Association shall be cast at regular or special meetings of the Members of the Association by the president of the Member or other appointed representative of each of the Members and such representative, if other than the Member's president, shall have been identified as an authorized agent of the Member he or she represents in a resolution by the Board of Directors of the Member filed with the Secretary of the Association. Said resolution shall set forth the name and address of the authorized agent. Each Member may cast a single equal vote on each and every matter submitted to a vote of the members.*

ARTICLE III OF AMENDMENT

Article XIII, Sections 2, 3 and 17 of the Declaration of Covenants Conditions and Restrictions for Island Lake of Novi Community Association shall, upon recording of this amendment, be deleted and replaced with the following new Sections 3 and 17:

2. *The Board of Directors shall be comprised of one Director appointed by each Constituent Association. The Director shall be the President of the Constituent Association or such other appointed representative of each of the Members as shall have been identified as an authorized agent of the Member he or she represents in a resolution by the Board of Directors of the Member filed with the Secretary of the Association.*

3. *The Directors elected by the Constituent Associations pursuant to paragraph 2 above shall continue to serve until they are no longer the president of the Member, they resign or they are removed pursuant to paragraph 8 of this Article XIII. Upon disqualification of any Director pursuant to the above, the subject Constituent Association shall elect or appoint the Director it is entitled to elect or appoint pursuant to paragraph 2 of this Article promptly.*

17. *With respect to all matters acted upon by the Board of Directors, each Director shall be entitled to cast a single equal vote. Tie votes shall be decided by the President of this Association, or in the absence of the President, by the next highest ranking officer of this Association as may preside over the meeting at which the votes are cast.*

ARTICLE IV OF AMENDMENT

In all other respects, the Declaration of Covenants, Conditions and Restrictions for Island Lake of Novi Community Association, as previously recorded, is hereby ratified and confirmed.

IN WITNESS WHEREOF, ISLAND LAKE OF NOVI COMMUNITY ASSOCIATION, a Michigan limited liability company, executes this Amendment as of the 9th day of February, 2015.

ISLAND LAKE OF NOVI COMMUNITY ASSOCIATION
a Michigan Limited Liability Company -

By: [Signature]
James Cavicchioli President

STATE OF MICHIGAN)
)SS
COUNTY OF (OAKLAND))
 Wayne

The foregoing instrument was acknowledged before me this 9, day of February, 2015, by James Cavicchioli, President of ISLAND LAKE OF NOVI COMMUNITY ASSOCIATION, a Michigan nonprofit corporation on behalf of the corporation by vote of more than 2/3 of its Members.

**DRAFTED BY AND WHEN RECORDED
RETURN TO:**
Mark F. Makower, Esq.
30140 Orchard Lake Rd.
Farmington Hills, MI 48334

[Signature]
Notary Public
Wayne, County, Michigan
Acting in Oakland County, Michigan
My Commission Expires:

~~CONSENTS ATTACHED~~

MUHSINAH SAMI
Notary Public - Michigan
Wayne County
My Commission Expires Aug 14, 2019
Acting in the County of Wayne

EXHIBIT B

THE "ISLAND LAKE OF NOVI COMMUNITY"

The land now included in the Island Lake of Novi Community comprises the following parcels of land all located in the City of Novi, Oakland County, Michigan and described as follows:

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

Parcel 1 (referred to for planning purposes as Phase 2A)

Units 1 through 75, both inclusive, Island Lake Vineyards, a residential condominium as established pursuant to the Master Deed thereof recorded at Liber 21518, Pages 346 through 420, both inclusive, Oakland County Records, and Act 59 of the Public Acts of 1978, as the same may be amended, said condominium being designated as Oakland County Condominium Subdivision Plan No. 1271, together with the common elements appurtenant thereto.

Parcel 1 is described by metes and bounds as a parcel of land in the Southeast 1/4 of Section 18, T1N, R8E, City of Novi, Oakland County, Michigan, described as having a point of beginning being the East 1/4 corner of said Section 18, thence S 04°05'31" E 2411.59 feet along the East line of said Section 18 and the centerline of Wixom Road; thence S 85°54'28" W 203.34 feet; thence N 66°52'21" W 40.82 feet; thence N 05°24'15" E 174.46 feet; thence N 58°11'02" W 76.27 feet; thence N 02°44'24" W 90.17 feet; thence N 28°38'17" W 60.51 feet; thence N 10°33'08" W 69.23 feet; thence N 07°26'27" E 79.79 feet; thence N 81°20'08" W 30.76 feet; thence S 13°56'32" W 71.98 feet; thence S 32°53'41" W 182.90 feet; thence S 60°03'43" W 168.11 feet; thence N 22°18'29" W 211.69 feet; thence N 61°36'32" W 962.56 feet; thence N 08°25'19" W 855.49 feet; thence N 35°25'56" E 580.50 feet; thence N 78°17'53" E 422.77 feet; thence N 85°47'54" E 8.10 feet; thence N 04°34'11" W 106.92 feet; thence N 87°11'34" E 748.32 feet along the East-West 1/4 line of said Section 18 to the point of beginning and being subject to the rights of the public over the East 43.00 feet thereof for use as Wixom Road and to any other easements or restrictions of record; containing 62.65 acres of land.

Parcel 2 (referred to for planning purposes as Phases 2B, 3A and 6)

A parcel of land situated in the Northeast 1/4 of Section 18 and the Southeast 3 of Section 18 and the Southwest 1/4 of Section 18 and the Northwest 1/4 of Section 19 and the Northeast 1/4 of Section 19; all in Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as commencing at the East 1/4 corner of said Section 18; thence South 87°11'34" West, 748.32 feet along the East-West 1/4 line of said Section 18 to the Point of Beginning; thence South 04°34'11" East, 106.92 feet; thence South

85°47'54" West, 8.10 feet; thence South 78°17'53" West, 422.77 feet; thence South 35°25'56" West, 580.50 feet; thence South 08°25'19" East, 855.49 feet; thence South 61°36'32" East, 962.56 feet; thence South 22°18'29" East, 211.69 feet; thence North 60°03'43" East, 168.11 feet; thence North 32°53'41" East, 182.90 feet; thence North 13°56'32" East 71.98 feet; thence South 81°20'08" East 30.76 feet; thence South 07°26'27" West 79.79 feet; thence South 10°33'08" East 69.23 feet; thence South 28°38'17" East, 60.51 feet; thence South 02°44'24" East, 90.17 feet; thence South 58°11'02" East, 76.27 feet; thence South 05°24'15" West, 174.46 feet; thence South 66°52'21" East, 40.82 feet; thence North 85°54'28" East, 203.34 feet; thence South 04°05'31" East, 227.12 feet along the East line of said Section 18 and the centerline of Wixom Road to the Southeast corner of said Section 18; thence South 03°07'36" East, 2310.99 feet along the East line of said Section 19 and the centerline of Wixom Road; thence South 86°22'51" West, 1463.27 feet; thence North 06°08'24" West, 274.98 feet; thence North 10°11'35" West, 170.04 feet; thence North 12°52'49" West, 170.06 feet; thence North 17°00'01" West, 160.77 feet; thence North 13°24'18" West, 160.10 feet; thence North 11°36'41" West, 150.00 feet; thence North 06°23'07" East, 101.16 feet; thence North 17°26'39" East, 71.90 feet; thence North 24°35'14" West, 30.70 feet; thence North 81°23'23" West, 26.65 feet; thence South 61°05'54" West, 34.66 feet; thence South 89°53'27" West, 44.53 feet; thence North 78°44'05" West, 59.93 feet; thence North 65°21'24" West, 102.13 feet; thence North 60°59'33" West, 150.57 feet; thence North 76°56'16" West, 83.28 feet; thence North 53°54'49" West, 80.00 feet; thence North 71°22'42" West, 66.51 feet; thence North 45°49'56" West, 89.26 feet; thence North 76°34'05" West, 115.63 feet; thence North 72°32'22" West, 150.98 feet; thence North 85°33'13" West, 159.18 feet; thence North 37°37'08" West, 170.49 feet; thence North 77°16'36" West, 153.91 feet; thence North 77°54'31" West, 152.35 feet; thence North 88°03'11" West, 40.71 feet; thence North 60°10'38" West, 218.13 feet; thence North 03°05'23" East, 190.37 feet; thence North 35°52'20" West, 153.63 feet; thence North 59°29'24" West, 109.95 feet; thence North 82°45'36" West, 227.25 feet; thence North 64°13'07" West, 161.39 feet; thence North 53°07'06" West, 165.31 feet; thence North 86°35'49" West, 134.38 feet; thence South 87°53'42" West, 920.70 feet; thence South 03°09'37" East, 1024.91 feet; thence South 10°42'06" West, 197.54 feet; thence South 61°26'50" West, 129.10 feet; thence South 28°33'10" East, 15.40 feet; thence 278.42 feet along a curve to the right having a radius of 260.00 feet, subtended by a long chord bearing South 02°30'26" East, having a distance of 265.30 feet; thence South 28°10'11" West, 54.60 feet; thence 134.21 feet along a curve to the left, having a radius of 342.00 feet, subtended by a long chord bearing North 73°04'20" West, having a distance of 133.35 feet; thence South 86°57'45" West, 59.98 feet; thence North 03°00'52" West, 1164.47 feet along the west line of said Section 19 and the centerline of Napier Road to the Southwest corner of said Section 18; thence North 03°04'35" West, 726.63 feet along the West line of said Section 18 and the centerline of Napier Road; thence North 86°46'21" East, 2482.03 feet; thence North 86°46'21" East, 188.89 feet; thence North 04°18'23" West, 1977.53 feet along the North-South 1/4 line of said Section 18 to the center of said Section 18; thence North 03°40'24" West, 312.34 feet along the North-South 1/4 line of said Section 18; thence North 87°11'34" East, 2645.78 feet; thence South 04°05'31" East, 180.35 feet; thence South 87°11'34" West, 990.00 feet; thence South 04°06'21" East, 132.03 feet;

thence North 87°11'34" East, 241.68 feet along the East-West 1/4 line of said Section 18 to the Point of Beginning; containing 264.89 acres of land and being subject to the rights of the public over the Easterly 43.00 feet thereof for the use of Wixom Road and the Westerly 60.00 feet thereof for the use of Napier Road and, being subject to any other easements or restrictions of record.

Note: The aforesaid Parcel 2 includes parcels of land to be conveyed to and maintained by the Island Lake of Novi Community Association for the benefit of the Island Lake of Novi Community and the following condominium developments or phases thereof:

Units 76 through 132, both inclusive, Island Lake Vineyards, a residential condominium as established to the Master Deed thereof recorded at Liber 21518, Pages 346 through 420, both inclusive, Oakland County Records, as amended by the First Amendment to Master Deed recorded in Liber Liber 23996, Pages 436 through 473, both inclusive, Oakland County Records, said condominium being designated as Oakland County Condominium Subdivision Plan No. 1271, together with the common elements appurtenant thereto. The aforesaid Units 76 through 132 and adjacent common element areas are sometimes referred to as the "Ravines" phase of Island Lake Vineyards.

Pl #2 22-18-426-000ent

Units 1 through 126, both inclusive, Island Lake Arbors, a residential condominium as established pursuant to the Master Deed thereof recorded at Liber 23171, Pages 779 through 854, both inclusive, Oakland County Records, said condominium being designated as Oakland County Condominium Subdivision Plan No. 1358, together with the common elements appurtenant thereto.

22-18-401-000ent

Units 1 through 12, both inclusive, Island Lake East Arbors, a residential condominium as established pursuant to the Master Deed thereof recorded at Liber 34086, Pages 796 through 867, both inclusive, Oakland County Records, said condominium being designated as Oakland County Condominium Subdivision Plan No. 1659, together with the common elements appurtenant thereto.

22-18-276-000ent

Units 1 through 64, both inclusive, Island Lake North Bay, a residential condominium as established pursuant to the Master Deed thereof recorded in Liber 24741, Pages 326 through 406, both inclusive, Oakland County Records, said condominium being designated as Oakland County Condominium Subdivision Plan No. 1413, together with the common elements appurtenant thereto.

22-19-101-000ent

Units 1 through 40, both inclusive, Island Lake North Woods, a residential condominium as established pursuant to the Master Deed thereof recorded in Liber 24820, Pages 481 through 559, both inclusive, Oakland County Records, said condominium being designated as Oakland County Condominium Subdivision Plan No. 1415, together with the common elements appurtenant thereto.

22-18-451-000ent

Units 1 through 18, both inclusive, Island Lake Shores North, a residential condominium as established pursuant to the Master Deed thereof recorded in Liber 25903, Pages 224

through 302, both inclusive, Oakland County Records, said condominium being designated as Oakland County Condominium Subdivision Plan No. 1444, together with the common elements appurtenant thereto.

22-19-203-000-ent

Parcel 3 (referred to for planning purposes as Phase 3B)

A parcel of land situated in the Northwest 1/4 of Section 20, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan described as having a Point of Beginning being the Northwest corner of said Section 20; thence North 86°34'34" East, 233.00 feet along the North line of said Section 20 and the center line of Eleven Mile Road; thence South 03°25'26" East, 233.00 feet; thence North 86°34'34" East, 100.00 feet; thence South 03°25'26" East, 133.00 feet; thence North 86°34'34" East, 357.00 feet; thence North 02°19'11" West, 366.07 feet; thence North 86°34'34" East, 49.60 feet along the North line of said Section 20 and the centerline of Eleven Mile Road; thence South 02°26'41" East, 1323.61 feet; thence South 86°46'57" West, 730.90 feet; thence North 03°07'36" West, 1320.80 feet along the West line of said Section 20 and the centerline of Wixom Road to the Point of Beginning; containing 18.86 acres of land and being subject to the rights of the public over the Northerly 43.00 feet thereof for the use of Eleven Mile Road and the Westerly 43.00 feet thereof for the use of Wixom Road and being subject to any easements or restrictions of record.

The land described above by metes and bounds now comprises Units 165 through 178, both inclusive, Island Lake Vineyards, a residential condominium as established pursuant to the Master Deed thereof recorded at Liber 21518, Pages 346 through 420, both inclusive, Oakland County Records, as amended by the Third Amendment to Master Deed recorded in Liber Liber 27072, Pages 708 through 732, both inclusive, Oakland County Records, said condominium being designated as Oakland County Condominium Subdivision Plan No. 1271, together with the common elements appurtenant thereto. The aforesaid Units 165 through 178 and adjacent common element areas are sometimes referred to as the "Ravines Enclave" phase of Island Lake Vineyards.

22-18-426-000-ent

Parcel 4 (referred to for planning purposes as Phase 3C)

A parcel of land situated in the Southwest 1/4 of Section 20, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as commencing at the West 1/4 corner of said Section 20; thence North 86°59'44" East, 43.01 feet along the East-West 1/4 line of said Section 20 to the Point of Beginning; thence continuing North 86°59'44" East, 814.97 feet along the East-West 1/4 line of said Section 20; thence South 02°40'05" East, 1002.50 feet; thence South 87°07'49" West, 831.91 feet; thence North 01°41'52" West, 1000.79 feet along the Easterly right-of-way line of Wixom Road to the Point of Beginning; containing 18.93 acres of land and being subject to any easements or restrictions of record.

The land described above by metes and bounds now comprises Units 133 through 164, both inclusive, Island Lake Vineyards, a residential condominium as established pursuant

to the Master Deed thereof recorded at Liber 21518, Pages 346 through 420, both inclusive, Oakland County Records, as amended by the Third Amendment to Master Deed recorded in Liber Liber 27072, Pages 708 through 732, both inclusive, Oakland County Records, said condominium being designated as Oakland County Condominium Subdivision Plan No. 1271, together with the common elements appurtenant thereto. The aforesaid Units 133 through 164 and adjacent common element areas is sometimes referred to as the "Ravines East" phase of Island Lake Vineyards.

22-18-426-010-1A

Parcel 5 (referred to for planning purposes as Phases 3D, 4 and 5)

A part of Northeast 1/4 and Southeast 1/4 and Southwest 1/4 and Northwest 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 Southeast Corner of said Section 19; thence South 86°24'49" West, 230.64 feet, along the South line of said Section 19 and the centerline of Ten Mile Road, to the Point of Beginning; thence continuing South 86°24'49" West, 1092.71 feet, along the South line of said Section 19 and the centerline of said Ten Mile Road, (said point being North 86°24'49" East, 1323.35 feet, from the South 1/4 Corner of said Section 19); thence North 01°59'58" West, 1317.21 feet; thence South 86°23'50" West, 1034.04 feet; thence North 01°52'19" West, 10.20 feet; thence South 86°25'23" West, 297.38 feet, to the North and South 1/4 line of said Section 19, (said point being North 02°20'47" West, 1326.96 feet, from the South 1/4 Corner of said Section 19 and South 02°20'47" East, 1306.18 feet, from the Center of said Section 19); thence South 86°21'12" West, 38.00 feet; thence South 02°20'47" East, 1326.96 feet, to the South line of said Section 19 and the centerline of said Ten Mile Road, (said point being South 86°21'12" West, 38.00 feet, from the South 1/4 Corner of said Section 19); thence South 86°21'12" West, 985.50 feet, along the South line of said Section 19 and the centerline of said Ten Mile Road, (said point being North 86°21'12" East, 1606.86 feet, from the Southwest Corner of said Section 19); thence North 02°20'47" West, 1326.96 feet; thence South 86°03'33" West, 1618.18 feet, to the West line of said Section 19 and the centerline of Napier Road, (said point being North 02°49'46" West, 1318.44 feet, from the Southwest Corner of said Section 19); thence North 02°49'46" West, 1315.42 feet, along the West line of said Section 19 and the centerline of said Napier Road, to the West 1/4 Corner of said Section 19; thence North 03°01'04" West, 1466.97 feet, along the West line of said Section 19 and the centerline of said Napier Road, to the Southwest corner of said "Island Lake North Bay", Condominium, (said point being South 03°01'04" East, 1164.47 feet, from the Northwest Corner of said Section 19); thence North 86°57'33" East, 59.98 feet, along the Southerly line of said "Island Lake North Bay"; thence 134.21 feet along a curve to the right, said curve having a radius of 342.00 feet, a central angle of 22°29'04" and a chord bearing and distance of South 73°04'32" East, 133.35 feet, along the Southerly line of said "Island Lake North Bay"; thence North 28°09'59" East, 54.60 feet, along the Southerly line of said "Island Lake North Bay"; thence 278.41 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 61°21'12" and a chord bearing and distance of North 02°30'38" West, 265.30 feet, along the Southerly line of said "Island Lake North Bay"; thence North 28°33'22" West, 15.40 feet, along the Southerly line of said "Island Lake North Bay"; thence North 61°26'38" East, 129.10 feet, along the Southerly line

of said "Island Lake North Bay"; thence North 10°41'54" East, 182.54 feet, along the Southerly line of said "Island Lake North Bay", to Traverse Point "A"; thence continuing North 10°41'54" East, 15 feet more or less, along the Southerly line of said "Island Lake North Bay", to the Southerly shore line of Island Lake; thence Southeasterly, Northerly, Westerly and Northerly 10,675 feet more or less, along the shore of said Island Lake, to the Southerly line of "Island Lake Shores North", Condominium; thence North 86°22'54" East, 25 feet more or less, along the Southerly line of said "Island Lake Shores North", to Traverse point "B", (said Traverse point "B" being South 58°16'56" East, 680.85 feet and South 43°20'30" East, 414.80 feet and North 88°11'03" East, 300.76 feet and South 38°13'31" East, 655.48 feet and South 46°50'37" East, 980.51 feet and South 36°23'50" East, 174.63 feet and South 46°27'07" East, 352.00 feet and South 68°00'58" East, 944.35 feet and South 80°49'02" East, 241.28 feet and South 32°29'27" East, 365.16 feet and South 52°19'36" East, 292.08 feet and South 78°14'02" East, 588.57 feet and North 58°09'19" East, 152.57 feet and North 14°41'19" East, 151.97 feet and North 21°59'22" West, 430.31 feet and North 01°17'33" West, 621.17 feet and South 89°27'02" West, 728.61 feet and North 61°33'27" West, 472.40 feet and North 01°47'44" West, 330.01 feet, from said Traverse Point "A"); thence continuing North 86°22'54" East, 102.89 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 Wixom Road, (said point being South 03°08'01" East, 2476.09 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; thence South 86°22'40" West, 43.02 feet, along the East and West 1/4 line of said Section 19, to the Westerly right-of-way of said Wixom Road; thence South 01°42'13" East, 1544.47 feet, along the Westerly 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 right-of-way of said Wixom Road; thence South 05°17'47" West, 273.33 feet, along the Westerly right-of-way of said Wixom Road; thence 84.66 feet along a curve to the left, said curve having a radius of 693.00 feet, a central angle of 07°00'00" and a chord bearing and distance of South 01°47'47" West, 84.61 feet, along the Westerly right-of-way of said Wixom Road; thence South 01°42'13" East, 112.80 feet, along the Westerly right-of-way of said Wixom Road; thence South 88°17'56" West, 17.00 feet; thence South 59°02'27" West, 345.32 feet; thence South 25°56'15" East, 423.30 feet, to the Point of Beginning. All of the above containing 268 Acres more or less. All of the above being subject to easements restrictions and right-of-ways of record. All of the above being subject the rights of the public in Ten Mile Road and Napier Road and Wixom Road.

Note: The aforesaid Parcels 3D, 4 and 5 include parcels of land to be conveyed to and maintained by the Island Lake of Novi Community Association for the benefit of the Island Lake of Novi Community and the following condominium developments or phases thereof:

Units 1 through 52, both inclusive, Island Lake South Harbor, a residential condominium as established pursuant to the Master Deed thereof recorded at Liber 32001, Pages 821

through 898, both inclusive, Oakland County Records; said condominium being designated as Oakland County Condominium Subdivision Plan No. 1602, together with the common elements appurtenant thereto.

22-19-427-000ent

Units 1 through 28, both inclusive, Island Lake Shores South, a residential condominium as established pursuant to the Master Deed thereof recorded at Liber 30468, Pages 690 through 772, both inclusive, Oakland County Records; said condominium being designated as Oakland County Condominium Subdivision Plan No. 1553, together with the common elements appurtenant thereto.

22-19-176-000ent

Units 1 through 244, both inclusive, Island Lake Orchards, a residential condominium as established pursuant to the Master Deed thereof recorded at Liber 30468, Pages 611 through 689, both inclusive, Oakland County Records, as amended by the First Amendment to Master Deed recorded at Liber 31833, Pages 132 through 150, both inclusive, Oakland County Records, the Second Amendment to Mater Deed recorded at Liber 34444, Pages 64 through 87, both inclusive, Oakland County Records, and the Third Amendment to Master Deed recorded at Liber 36379, Pages 520 through 543, both inclusive, Oakland County Records; said condominium being designated as Oakland County Condominium Subdivision Plan No. 1552, together with the common elements appurtenant thereto.

22-19-376-000ent

Parcel 6 (referred to for planning purposes as Phase 5C)

A part of the Southeast 1/4 and the Southwest 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 South 1/4 Corner of said Section 19 for a Point of Beginning; thence South 86° 21' 12" West 38.00 feet (previously described as South 89° 18' 00" West), along the South line of said Section 19 and the centerline of Ten Mile Road, to the Southeast corner of "Island Lake Orchards", Oakland County Condominium Plan No. 1552, as recorded in Liber 30468, Page 611 through 689, as amended, (said point being North 86° 21' 12" East, 2592.36 feet, from the Southwest Corner of said Section 19); thence North 02° 20' 47" West, 1326.96 feet, along the Easterly line of said "Island Lake Orchards", (previously described as North 00° 33' 20" East); thence North 86° 21' 12" East, 38.00 feet, along the Southerly line of said "Island Lake Orchards", (previously described as North 89° 18' 00" East), to a point on the North and South 1/4 line of said Section 19, (said point being South 02° 20' 47" East, 1306.18 feet, from the Center of said Section 19); thence North 86° 25' 23" East, 297.38 feet, along the Southerly line of said "Island Lake Orchards", (previously described as North 89° 24' 00" East, 296.21 feet); thence South 01° 52' 19" East, 1327.19 feet, along the Southerly line of said "Island Lake Orchards" and an extension thereof, (previously described as South 00° 58' 48" West), to a point on the South line of said Section 19, (said point being South 86° 24' 49" West, 2360.31 feet, from the Southeast Corner of said Section 19); thence South 86° 24' 49" West, 286.39 feet, (previously described as South 89° 24' 00" West), along the South line of said Section 19 and the centerline of said Ten Mile Road, to the Point of Beginning. All of the above containing 10.047 Acres. All of the above being subject to the right of the public in Ten Mile

Road. All of the above being subject to easements, restrictions and right-of-ways of records. Being Units 245 through 266, both inclusive, Island Lake Orchards, a residential condominium as established pursuant to the Master Deed thereof recorded in Liber 30468, Page 611 through 689, both inclusive, Oakland County Records; said condominium being designated as Oakland County Condominium Subdivision Plan No. 1552, together with the common elements appurtenant thereto.

22-19-376-000ent

Parcel 7 (referred to for planning purposes as Phases 7A, 7B and 7C)

A PART OF THE SOUTHWEST 1/4 OF SECTION 20, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 20; THENCE N01°42'13"W 658.30 FEET ALONG THE WEST LINE OF SAID SECTION 20 AND THE EAST RIGHT OF WAY LINE OF WIXOM ROAD TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING FIVE COURSES: (1) N01°42'13"W 1.68 FEET; (2) 74.16 FEET ALONG THE ARC OF A 607.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N01°47'47"E 74.11 FEET; (3) N05°17'47"E 273.33 FEET; (4) 84.67 FEET ALONG THE ARC OF A 693.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N01°47'47"E 84.61 FEET AND (5) N01°42'13"W 546.24 FEET TO THE SOUTHWEST CORNER OF ISLAND LAKE VINEYARDS, OAKLAND COUNTY CONDOMINIUM PLAN NO. 1271 AS RECORDED IN LIBER 37695, PAGE 523, OAKLAND COUNTY RECORDS; THENCE N87°07'28"E (RECORDED AS N87°07'49"E) 955.70 FEET ALONG THE SOUTH LINE OF SAID ISLAND LAKE VINEYARDS CONDOMINIUM; THENCE S02°34'33"E 471.53 FEET PARALLEL TO THE CENTERLINE OF DINSER ROAD; THENCE N86°56'30"E 323.41 FEET; THENCE S02°34'33"E 1151.04 FEET ALONG SAID CENTERLINE OF DINSER ROAD; THENCE S86°33'46"W 1018.99 FEET ALONG THE SOUTH LINE OF SAID SECTION 20 AND THE CENTERLINE OF 10 MILE ROAD; THENCE N01°42'13"W 657.15 FEET PARALLEL TO THE WEST LINE OF SAID SECTION 20; THENCE S86°45'47"W 328.12 FEET TO THE POINT OF BEGINNING. ALL OF THE ABOVE CONTAINING 40.677 ACRES. ALL OF THE ABOVE BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE SOUTH 60 FEET THEREOF FOR TEN MILE ROAD AND THE EAST 33 FEET THEREOF FOR DINSER ROAD. ALL OF THE ABOVE BEING SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAYS OF RECORD.

above legal is N&E the Reserve of Island Lake acc # 6

Parcel 8 (referred to for planning purposes as Phase 8)

22-20-304-000ent

A PART OF THE SOUTHWEST 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 SOUTHWEST CORNER OF SAID SECTION 19, FOR A POINT OF BEGINNING; THENCE NORTH 02°49'46" WEST, 1318.44 FEET, (SAID POINT BEING SOUTH 02°49'46" EAST, 1315.42 FEET FROM THE WEST 1/4 CORNER OF SAID SECTION 19), ALONG THE WEST LINE OF SAID SECTION 19 AND

THE CENTERLINE OF NAPIER ROAD, TO THE SOUTHWEST CORNER OF "ISLAND LAKE ORCHARDS", OAKLAND COUNTY CONDOMINIUM PLAN NO. 1552, MASTER DEED RECORDED IN LIBER 30468, PAGES 611 THROUGH 689, OAKLAND COUNTY RECORDS, AS AMENDED; THENCE NORTH 86°03'33" EAST, 1618.18 FEET, ALONG A SOUTHERLY LINE OF SAID "ISLAND LAKE ORCHARDS"; THENCE SOUTH 02°20'47" EAST, 1326.96 FEET, ALONG A WESTERLY LINE OF SAID "ISLAND LAKE ORCHARDS", TO THE SOUTH LINE OF SAID SECTION 19 AND THE CENTERLINE OF TEN MILE ROAD, (SAID POINT BEING SOUTH 86°21'12" WEST, 1023.50 FEET FROM THE SOUTH ¼ CORNER OF SAID SECTION 19); THENCE SOUTH 86°21'12" WEST, 1606.86 FEET, ALONG THE SOUTH LINE OF SAID SECTION 19 AND THE CENTERLINE OF SAID TEN MILE ROAD, TO THE POINT OF BEGINNING. ALL OF THE ABOVE CONTAINING 48.953 ACRES. ALL OF THE ABOVE BEING SUBJECT TO THE RIGHTS OF THE PUBLIC IN NAPIER ROAD AND TEN MILE ROAD. ALL OF THE ABOVE BEING SUBJECT TO EASEMENTS RESTRICTIONS AND RIGHT-OF-WAYS OF RECORD.

above legal falls within
 the Reserve of Island
 Lake OCC# 2048
 22-20-304-000ent

and 22-20-301-041 &
 22-20-301-024 &
 22-20-301-025

and falls within
 Pebble Ridge Estates
 22-20-326-000ent
 & Pt 22-20-376-045 &
 22-20-376-010