

**PROVINCIAL GLADES**  
also known as  
**BELLA TERRA OF NOVI**

**INFORMATION AND ACKNOWLEDGMENT STATEMENT**

At this time we are furnishing you with the Bella Terra of Novi (also known as Provincial Glades), Condominium Purchaser Information Booklet, which includes

- A. Disclosure Statement
- B. 2009 Condominium Association Budget
- C. Master Deed
- D. First Amendment to Master Deed
- E. Bylaws
- F. Condominium Subdivision Plan
- G. Articles of Incorporation
- H. Escrow Agreement
- I. Land Contract
- J. Condominium Buyer's Handbook
- K. Conservation Easement, and
- L. City of Novi - Acknowledgement of Disclosure, including a copy of Chapter 18, Article III, of the Novi Code of Ordinances.

**Notice to Purchaser:** Paraphrased below are provisions of Section 84a of the Michigan Condominium Act, Act No. 59, Public Acts of 1978, as amended (the "Act"), which are being submitted to Purchaser to comply with the requirements of the Act. By signing below, Purchaser acknowledges that it has reviewed this Statement and has received from Pinnacle-Novu LLC, a Michigan limited liability company ("Developer"), a copy of the recorded Master Deed, First Amendment to Master Deed, Condominium Bylaws (Exhibit A to the Master Deed), Condominium Subdivision Plan (Exhibit B to the Master Deed), Disclosure Statement, Articles of Incorporation, Escrow Agreement, Land Contract, Conservation Easement, Condominium Buyer's Handbook and the City of Novi Acknowledgement of Disclosure together with a copy of Chapter 18, Article 3 of the Novi Code of Ordinances.

Section 84a of the Act provides in part:

(1) A Developer shall provide copies of all of the following documents to a prospective purchaser of a condominium unit, other than a business condominium unit:

- (a) A recorded copy of the Master Deed.
- (b) A copy of a Purchase Agreement that conforms with Section 84 of the Act and that is in a form in which Purchaser may sign, together with a copy of the Escrow Agreement.
- (c) A Condominium Buyer's Handbook. The Handbook shall contain, in a prominent location and in boldface type, the name, telephone number, and address of the person designated by the Administrator to respond to complaints. The Handbook shall contain a listing of the available remedies as provided in Section 145 of the Act.

(d) A Disclosure Statement relating to the project that complies with Section 84a(1)(d) of the Act.

(2) Unless Purchaser waives the right of withdrawal, Purchaser may withdraw from the Purchase Agreement without cause and without penalty if the withdrawal is made before conveyance of the Unit and within nine (9) business days after receipt of the Condominium Documents, which shall include the day on which the Condominium Documents are received if that day is a business day. The Purchase Agreement shall not be binding upon Purchaser until Purchaser's right to withdraw has expired or has been waived by Purchaser in accordance with the Act.

(3) A Purchase Agreement may be amended by agreement of the Purchaser and Developer before or after the Purchase Agreement is signed. An amendment to the Purchase Agreement does not afford the Purchaser any right or time to withdraw in addition to that provided in Section 84(2) of the Act. An amendment to the Condominium Documents effected in the manner provided in the documents or provided by law does not afford the Purchaser any right or time to withdraw in addition to that provided in Section 84(2) of the Act.

(4) Developer promptly shall amend a document required under Section 84a to reflect any material change or to correct any omission in the document.

(5) In addition to other liabilities and penalties, a Developer who violates Section 84a is subject to Section 115 of the Act.

Please sign and return to us a copy of this receipt to acknowledge that it and the documents described herein have been delivered to you.

Very Truly Yours,

**Pinnacle-Novi LLC**  
a Michigan limited liability company

Date: \_\_\_\_\_

PURCHASER:

Condominium  
Unit No. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_





PURCHASER INFORMATION BOOKLET

PROVINCIAL GLADES

also known as

BELLA TERRA OF NOVI

CITY OF NOVI

A Residential Site Condominium  
in the City of Novi  
Oakland County, Michigan

For Units Offered by:

Pinnacle-Novu LLC  
28800 Orchard Lake Road, Suite 200  
Farmington Hills, MI 48334



# **BELLA TERRA OF NOVI**

## **A RESIDENTIAL SITE CONDOMINIUM PROJECT**

**Also known as Provincial Glades**

**CITY OF NOVI,  
OAKLAND COUNTY, MICHIGAN**

Dear Purchaser:

Welcome to Provincial Glades which is also known as Bella Terra of Novi. This booklet includes the documents required by Michigan law for the formation of a condominium project. It will serve as a reference point for any questions you may have concerning the operation, maintenance and legal status of your condominium unit. It contains an Information Statement about section 84a of the Condominium Act, Disclosure Statement, Master Deed, the First (1<sup>st</sup>) Amendment to Master Deed, Condominium Bylaws, Articles of Incorporation, Escrow Agreement, Conservation Easement, Land Contract, Condominium Buyer's Handbook and City of Novi Acknowledgement of Disclosure with attached ordinance.

**PURCHASER INFORMATION BOOKLET**

**FOR**

**PROVINCIAL GLADES**

also known as

**BELLA TERRA OF NOVI**

**TABLE OF CONTENTS**

<b>DESCRIPTION</b>	<b>PAGE NO.</b>
<b>INFORMATION STATEMENT</b>	
A. DISCLOSURE STATEMENT with attached Appendix (2009 Homeowner's Association Budget)	
<b>NOTE: Documents are separated by colored sheets; page numbers are internal to each document, not consecutive throughout the booklet.</b>	
B. MASTER DEED	
ARTICLE 1 TITLE AND NATURE.....	2
ARTICLE 2 LEGAL DESCRIPTION .....	2
ARTICLE 3 DEFINITIONS .....	3
ARTICLE 4 COMMON ELEMENTS.....	6
ARTICLE 5 UNIT DESCRIPTIONS, PERCENTAGES OF VALUE AND CO-OWNER RESPONSIBILITIES.....	10
ARTICLE 6 CONTRACTION OF CONDOMINIUM .....	11
ARTICLE 7 CONVERTIBLE AREAS .....	12
ARTICLE 8 OPERATIVE PROVISIONS.....	12
ARTICLE 9 SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS .....	14
ARTICLE 10 EASEMENTS.....	14
ARTICLE 11 AMENDMENT.....	21
ARTICLE 12 ASSIGNMENT.....	22

## C. FIRST AMENDMENT TO MASTER DEED

## D. BYLAWS (EXHIBIT "A" TO MASTER DEED)

ARTICLE 1	ASSOCIATION OF CO-OWNERS .....	1
ARTICLE 2	ASSESSMENTS .....	1
ARTICLE 3	ALTERNATIVE DISPUTE RESOLUTION; CIVIL ACTIONS .....	7
ARTICLE 4	INSURANCE .....	15
ARTICLE 5	RECONSTRUCTION OR REPAIR .....	10
ARTICLE 6	ARCHITECTURAL, BUILDING SPECIFICATIONS AND USE RESTRICTIONS .....	17
ARTICLE 7	MORTGAGES .....	26
ARTICLE 8	VOTING .....	26
ARTICLE 9	MEETINGS .....	28
ARTICLE 10	ADVISORY COMMITTEE .....	30
ARTICLE 11	BOARD OF DIRECTORS .....	30
ARTICLE 12	OFFICERS .....	35
ARTICLE 13	SEAL .....	37
ARTICLE 14	FINANCE AND RECORDS .....	37
ARTICLE 15	INDEMNIFICATION OF OFFICERS AND DIRECTORS .....	38
ARTICLE 16	AMENDMENTS .....	39
ARTICLE 17	COMPLIANCE .....	40
ARTICLE 18	DEFINITIONS .....	40
ARTICLE 19	REMEDIES FOR DEFAULT .....	41
ARTICLE 20	ASSESSMENT OF FINES .....	41
ARTICLE 21	RIGHTS RESERVED TO DEVELOPER .....	43
ARTICLE 22	SEVERABILITY/CONSTRUCTION .....	43

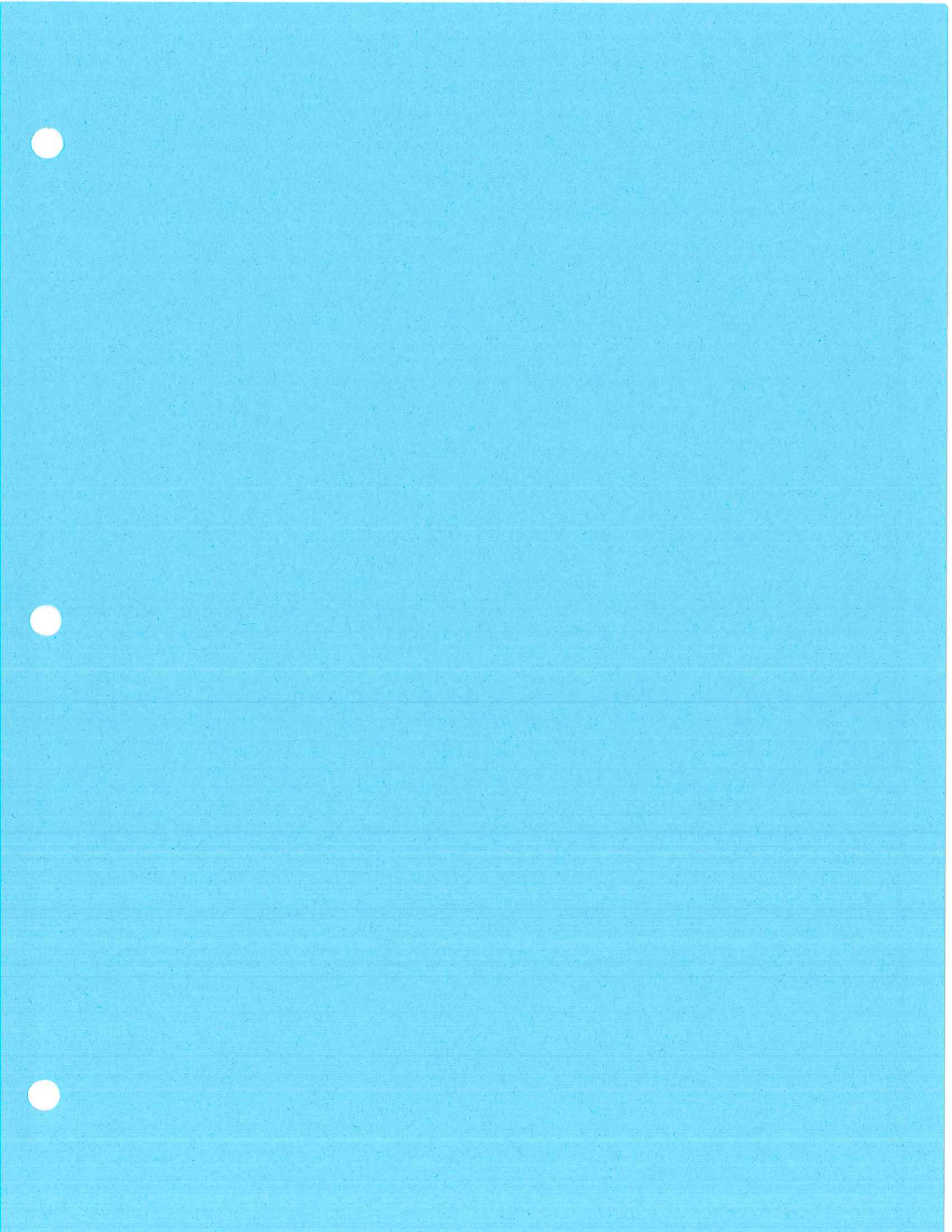


**DESCRIPTION**

**PAGE NO.**

---

- E. CONDOMINIUM SUBDIVISION PLAN (EXHIBIT "B" TO MASTER DEED)
- F. ARTICLES OF INCORPORATION FOR PROVINCIAL GLADES CONDOMINIUM ASSOCIATION, INC.
- G. ESCROW AGREEMENT
- H. LAND CONTRACT
- I. THE CONDOMINIUM BUYER'S HANDBOOK
- J. CONSERVATION EASEMENT
- K. CITY OF NOVI ACKNOWLEDGMENT OF DISCLOSURE, INCLUDING COPY OF CHAPTER 18, ARTICLE III OF THE NOVI CODE OF ORDINANCES.



**DISCLOSURE STATEMENT**

**for**

**PROVINCIAL GLADES**

also known as

**BELLA TERRA OF NOVI**

A Residential Site Condominium Project  
located in  
Novi, Michigan

PROVINCIAL GLADES (also known as BELLA TERRA OF NOVI) is a seventy (70) unit residential site condominium located in the City of Novi, Oakland County, Michigan.

**THIS DISCLOSURE STATEMENT IS NOT REQUIRED TO HAVE BEEN, AND HAS NOT BEEN FILED WITH THE CORPORATION AND SECURITIES BUREAU OF THE MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES, 6546 MERCANTILE WAY, LANSING, MICHIGAN 48913, NOR HAS THE DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES UNDERTAKEN TO PASS ON THE VALUE OR MERITS OF THE CONDOMINIUM PROJECT OR TO MAKE ANY RECOMMENDATIONS OR COMMENTS ON THE CONDOMINIUM PROJECT.**

**THIS DISCLOSURE STATEMENT IS NOT A SUBSTITUTE FOR THE MASTER DEED, THE CONDOMINIUM BUYER'S HANDBOOK OR OTHER APPLICABLE LEGAL DOCUMENTS AND BUYERS SHOULD READ ALL SUCH DOCUMENTS TO FULLY ACQUAINT THEMSELVES WITH THE PROJECT AND THEIR RIGHTS AND RESPONSIBILITIES RELATING THERETO.**

**ANY PURCHASER HAVING QUESTIONS PERTAINING TO THE LEGAL ASPECTS OF THE PROJECT IS ADVISED TO CONSULT HIS OR HER OWN LAWYER OR OTHER PROFESSIONAL ADVISOR PRIOR TO PURCHASING A CONDOMINIUM UNIT.**

Initial Developer: **PROVINCIAL GLADES, LLC,**  
*(not affiliated* a Michigan limited liability company  
*with Pinnacle)* 41115 Jo Drive, Suite 200  
Novi, Michigan 48375

Current Developer: **PINNACLE-NOVI LLC**  
*(by assignment* a Michigan limited liability company  
*from Initial* 28800 Orchard Lake Road, Suite 200  
*Developer)* Farmington Hills, Michigan 48334



TABLE OF CONTENTS

DESCRIPTION	PAGE
I. INTRODUCTION.....	3
II. THE LEGAL CONCEPT OF CONDOMINIUMS.....	3
A. General.....	3
B. Condominium Building Site.....	4
C. Other Information.....	4
III. DESCRIPTION OF THE CONDOMINIUM PROJECT.....	4
A. Size, Scope and Physical Characteristics of the Project.....	4
B. Utilities.....	4
C. Roads.....	5
D. Reserved Rights of Developer; Assignment.....	5
E. Easements.....	6
IV. LEGAL DOCUMENTATION.....	8
A. General.....	8
B. Master Deed.....	8
C. Bylaws.....	8
D. Condominium Subdivision Plan.....	8
V. THE DEVELOPER AND OTHER SERVICE ORGANIZATIONS.....	9
A. Initial Developer's Background and Experience.....	9
B. Current Developer's Background and Experience.....	9
C. Builder.....	9
D. Brokers.....	9
E. Legal Proceedings Involving the Condominium Project or the Developer.....	9
VI. OPERATION AND MANAGEMENT OF THE CONDOMINIUM PROJECT.....	10
A. The Condominium Association.....	10
B. Percentages of Value.....	10
C. Project Finances.....	10
D. Insurance.....	11
E. Restrictions on Ownership, Occupancy and Use.....	12
F. Management of Condominium.....	12
VII. RIGHTS AND OBLIGATIONS AS BETWEEN DEVELOPER AND OWNERS.....	13
A. Before Closing.....	13
B. At Closing.....	13
C. After Closing.....	13
VIII. PURPOSE OF DISCLOSURE STATEMENT.....	14

Appendix I - 2009 Condominium Association Budget

{00348168.DOC;3}

## DISCLOSURE STATEMENT

### PROVINCIAL GLADES / BELLA TERRA OF NOVI

---

#### I. INTRODUCTION.

Under Michigan law, a developer or a residential builder which sells a condominium unit must provide a purchaser with copies of the legal documents required for the creation and operation of the condominium project as well as a Disclosure Statement that describes the significant characteristics of the condominium project in which the condominium units being offered for sale are located. In the following pages, Pinnacle-Novı LLC, a Michigan limited liability company (the "Current Developer" or "Developer") (which is not affiliated with the Initial Developer), presents its Disclosure Statement containing the required narrative summary of PROVINCIAL GLADES (also known as BELLA TERRA OF NOVI) (for the purposes of this Disclosure Statement, hereafter referred to as either "Bella Terra of Novi", the "Condominium Project" or the "Project"). This Statement, along with the legal documents referred to above, constitutes the only description of PROVINCIAL GLADES/BELLA TERRA OF NOVI authorized by the Developer, and none of the Developer's sales agents or other representatives are permitted to vary their terms. To the extent any sales or promotional literature varies from this Disclosure Statement, the contents of this Disclosure Statement shall be deemed controlling.

#### II. THE LEGAL CONCEPT OF CONDOMINIUMS.

A. General. A condominium is a legal means for dividing, describing and owning real property. A "Unit" in a condominium has the same legal attributes as any other form of real property under Michigan law. A condominium may be sold, mortgaged or leased subject only to such restrictions as are contained in the condominium documents ("Condominium Documents") and as otherwise may be applicable to the property.

Each Co-Owner receives a deed to his or her individual condominium unit ("Unit"). Each Co-Owner owns, in addition to his or her Unit, an undivided interest in the other components ("Common Elements") of the Project. Title to the common elements is included as part of, and is inseparable from, title to the individual condominium Units. Each owner's proportionate share of the common elements is determined by the percentage of value assigned to his or her Unit in the Master Deed described in Section IV of this Disclosure Statement.

All portions of the Project not included within the Units constitute the common elements. Limited common elements are those common elements that are set aside for use by less than all Unit owners. General common elements are all common elements other than limited common elements and are for the use of Unit owners.

The Project is administered generally by a non-profit corporation (similar to a homeowners' association) of which all owners are members (the "Association"). The nature and duties of the Association are described more fully in Section VI of this Disclosure Statement.



Except for the year in which the Project is established, real property taxes and assessments are levied individually against each Unit in the Project. The separate taxes and assessments cover the Unit and its proportionate share of the common elements. No taxes or assessments are levied independently against the common elements. In the year in which the Project is established, the taxes and assessments for the Units covered by the Master Deed or any amendment thereto usually are billed to the Association and are paid by the owners of such Units in proportion to the percentages of value assigned to the Units owned by them.

B. Condominium Building Sites. BELLA TERRA OF NOVI is a site condominium and differs from the more traditional form of condominium because the condominium Units in this Project consist of only the individual building sites, and the common elements generally do not include the buildings and other improvements to be constructed on the sites. Each condominium Unit consists of the space contained within the Unit boundaries, as shown in the Condominium Subdivision Plan attached to the Master Deed as Exhibit "A", and delineated with heavy outlines. In the more traditional form of condominium Project, the Units consist of the air space enclosed within each of the buildings, and the common elements include the exterior structural components of the buildings. In BELLA TERRA OF NOVI, each owner holds an absolute and undivided title to his or her Unit and to the single-family house (the "Residence") and other improvements located thereon (to the extent such improvements are not designated in the Master Deed as common elements). Each Unit owner is generally responsible for all construction, decoration, maintenance, repair and replacement of the Residence and other improvements located on his or her Unit. Unlike more traditional condominium projects, each owner in this Project will be responsible for maintaining fire and extended coverage insurance on his or her Unit and the Residence and other improvements located within it, as well as personal property, liability and other personal insurance coverage. The Association will maintain only liability insurance coverage for occurrences on the common elements and such other insurance on the common elements and otherwise as is specified in the Condominium Documents.

C. Other Information. Although the foregoing is generally accurate as applied to most condominium developments, the details of each development may vary substantially. Accordingly, each purchaser is urged to review carefully all of the documents contained in the Bella Terra of Novi Purchaser Information Book as well as any other documents delivered to the purchaser in connection with this development. Any purchaser having questions pertaining to the legal aspects of the Project is advised to consult his or her own lawyer or other professional advisor.

### III. DESCRIPTION OF THE CONDOMINIUM PROJECT.

A. Size, Scope and Physical Characteristics of the Project. BELLA TERRA OF NOVI is a seventy (70) Unit residential site condominium project located in Novi, Oakland County, Michigan. The Project consists of seventy (70) building sites, each of which is a separate residential condominium Unit, together with the roadways and other improvements provided for common use by the owners of the Units.

B. Utilities. Bella Terra of Novi is served by public water and sanitary sewers, storm sewers, gas, electric and telephone service.

- (1) Electrical service will be furnished by DTE.



- (2) Gas service will be furnished by Consumers Energy.
- (3) Telephone service will be provided by Ameritech.
- (4) All utilities, other than utilities provided to service the common elements, will be separately metered for payment by the individual Unit owners.
- (5) Water furnished to the common elements, such as for irrigation of the general common elements, will be billed directly to the Association.
- (6) The sanitary sewer and water mains are (or will, upon completion of construction and dedication) owned, operated and maintained by the City of Novi or such other public authority with jurisdiction over them. When Residences are constructed within Units, individual service leads from the mains to the Residences will be installed by the builder of the dwelling. The Co-Owners will be responsible for maintaining and repairing the service leads relating to their individual Residences, to the extent such obligation is not assumed by the local utility company or governmental agency or authority.
- (7) Cable television service is generally available in Novi from several different providers. The cable wiring has been (or is intended to be) installed in the Project.
- (8) All storm sewer lines and drainage facilities located within the Project will be maintained and repaired by the Association at the Association's cost.

C. Roads. The roads within the Condominium, are private roads and general common elements of the Condominium. Accordingly, the roads will be maintained by the Association. The roads are not required to be maintained by the County Road Commission, the municipality in which the Condominium is located or any other governmental agency, however Developer reserves the right to dedicate the roads to the City of Novi.

D. Reserved Rights of Developer; Assignment. Certain rights have been reserved to Developer under the Master Deed and Bylaws. A summary of the rights reserved is set forth below. However, each purchaser should review the rights reserved in the Master Deed and Bylaws to assure a complete understanding of those rights. Developer has reserved the right to assign (in whole or in part) some or all of these rights.

(1) Right to Approve Improvements. No structure, Residence or other improvement may be constructed, nor may exterior modifications of any type be made without the prior approval of Developer. Minimum construction and architectural standards have been established by Developer, which may be amended from time to time. Article VI of the Bylaws should be consulted for specific detail regarding architectural controls. There may be detailed submission requirements and cash deposits to be made in connection with approval of architectural and landscaping plans.

(2) Conduct of Commercial Activities. Developer has reserved the right, until all of the Units have been sold in Bella Terra of Novi, to maintain on the Condominium premises sales offices, business offices, model Units, storage areas, and reasonable parking incident to the use of such areas, and such access to, from and over the condominium premises as may be reasonable to enable development and sale of the entire Project.

(3) Right to Amend. Developer has reserved the right to amend the Master Deed without approval from owners and mortgagees for the purpose of correcting errors and for any other

purpose. Any amendment that would materially alter the rights of an owner or mortgagee may be made only with the approval of 66 2/3% of the owners and, to the extent required by Article XI of the Master Deed, first mortgagees. Any amendment which modifies the method or formula used to determine the Percentages of Value for Units requires the consent of each affected Co-owner and mortgagee. In addition, an Owner's Unit dimensions or limited common elements assigned to such Unit may not be modified without the Owner's consent.

(4) Enforcement of Bylaws. Developer has reserved the right throughout the Development and Sales Period (as defined in the Master Deed), to enforce the Bylaws.

(5) Contraction. The Developer has reserved the right to withdraw from the Project all or portions of land and/or Units constituting the Project (the "Contractible Area"), provided that in no event may the Project consist of less than three (3) units. Such right must be exercised within the period ending six (6) years from the date of recording of the Master Deed. If the Developer elects, in its discretion, to withdraw all or any portion of such land from the Project, such withdrawal will be accomplished by the recording of an appropriate amendment to the Master Deed with the Oakland County Register of Deeds in accordance with Section 33 of the Michigan Condominium Act. No Co-owner's consent is required to withdraw such land from the Project. Any structures or improvements proposed to be located in the Contractible Area need not be built.

(6) General. In the Condominium Documents and in the Condominium Act, certain rights and powers are granted or reserved to the Developer to facilitate the development and sale of the Project as a condominium, including the power to approve or disapprove a variety of proposed acts and uses and the power to secure representation on the Board of Directors of the Association.

E. Easements. The Condominium is subject to the following easements, encumbrances, restrictions, exceptions and agreements:

(1) Easement and Rights to Grant Easements Retained by Developer. Developer (on its behalf and on behalf of its successors or assigns) has reserved permanent easements for ingress and egress over the roads and walks in the Condominium and permanent easements to use, tap into, enlarge or extend all roads, walks and utility lines in the Condominium, including, without limitation, all communications, water, gas, electric, storm and sanitary sewer lines, and any pumps, sprinklers or water detention areas, for the benefit of any other land adjacent to the Condominium now or hereafter owned by Developer or its successors or assigns, whether or not such adjacent property or properties are hereafter added to the Condominium. These easements shall run with the land in perpetuity. Developer has no financial obligation to support such easements, except that any dwelling unit using the roads, if such dwelling unit is not included within the Condominium, shall pay a pro rata share of the expense of maintenance, repair, or replacement of the portion of the road which is used, which share shall be determined pro rata according to the total number of dwelling units using such portion of the road.

Developer has reserved the right to grant easements over, or dedicate portions of, any of the common elements for utility, drainage, street, safety or construction purposes, and all persons acquiring any interest in the Condominium, including without limitation all Co-owners and



mortgagees shall be deemed to have appointed Developer and its successors or assigns as agent and attorney-in-fact to make such easements or dedications.

(2) Conservation and Easements and Restrictions. Areas classified as protected wetlands or protected woodlands are shown on the condominium subdivision plans. Within the wetland areas, Co-owners are prohibited from altering the topography, placing any fill, dredging, constructing or placing structures, plowing, cultivating, altering or removing vegetation or trees, and these areas must be maintained in their natural condition. Each purchaser should consult the Master Deed and Condominium Subdivision Plan to see if there are easement which affect the Unit which they intend to purchase.

(3) Easement for Maintenance of Encroachments and Utilities. If any portion of a Unit or common element encroaches upon another Unit or common element due to shifting, settling, or moving of a building, or due to survey errors or construction deviations, reconstruction or repair, reciprocal easements shall exist for the maintenance of such encroachment for as long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. The foregoing easement shall not, however, be construed to permit any encroachment by a non-appurtenant common element or Unit upon another Unit or upon the air space and subsurface contained in the other Unit as shown on the Condominium Subdivision Plan. There shall be easements to, through and over those portions of the Units and the land, Residences and improvements contained therein and the common elements for the installation, maintenance and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water, communications, telephone and cable television lines.

(4) Association Easements. The Association and the Developer have easements in, on and over all Units and limited common elements, for access to the Units and limited common elements and the exterior of each of the Residences and appurtenances that are constructed within each Unit to conduct any activities authorized by the Master Deed or the Condominium Bylaws. The Developer, the Association and all public and private utility companies shall have such easements over, under, across and through the Condominium, including all Units and Common Elements, as may be necessary to develop, construct, market and operate the Condominium, to fulfill their responsibilities of maintenance, repair and replacement of common amenities or improvements (whether or not such common amenities or improvements are integrated into the Condominium) and also to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium.

(5) Easements Reserved on Condominium Subdivision Plan. Easements for the construction, installation and maintenance of public utilities, including drainage facilities, have been reserved as shown on the Plan. Within all of the foregoing easements, unless necessary approvals are obtained from the City of Novi, the County of Oakland and any other appropriate governmental authority, and except for the paving necessary for each Residence's driveway, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such service facilities and utilities, including underground electrical and telephone local distribution systems.



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

(7) Non-Access Greenbelt Area. There shall exist, along and adjacent to the Nine Mile Road Right of Way, as shown on Exhibit B to the Master Deed, a non-access greenbelt area. This area shall be maintained in its vegetative state, as initially established by the Developer. Access over and across the area from Nine Mile Road to any portion of the Condominium by vehicular traffic shall be prohibited.

#### IV. LEGAL DOCUMENTATION.

A. General. BELLA TERRA OF NOVI (formerly Provincial Glades) was established as a condominium project pursuant to the Master Deed recorded in the Oakland County Records and contained in the BELLA TERRA OF NOVI Purchaser Information Book. The Master Deed includes the Bylaws as Exhibit A and the Condominium Subdivision Plan as Exhibit B.

B. Master Deed. The Master Deed contains the definitions of certain terms used in the Condominium Documents, the percentage of value assigned to each Unit in the Condominium Project, a general description of the Units and common elements included in the Project and a statement regarding the relative responsibilities for maintaining the common elements. Article IV of the Master Deed defines the common elements of the Project. Article X contains a description of the easements, restrictions and agreements pertaining to the Project (only some of which are discussed in this Disclosure Statement). Article XI covers the process of amending the Master Deed and Article XII provides that the Developer may assign to the Association or to another entity any or all of its rights and powers granted or reserved in the Condominium Documents or by law.

C. Bylaws. The Bylaws contain provisions relating to the operation, management and fiscal affairs of the Condominium and, in particular, set forth the provisions relating to assessments of Association members for the costs of operating the Project. Article VI of the Bylaws contains extensive restrictions upon the ownership, occupancy and use of the Project. Article VI of the Bylaws also contains provisions permitting the adoption of rules and regulations to reflect the needs and desires of the majority of Co-Owners, including rules and regulations governing the common elements. At the present time no rules and regulations have been adopted by the Board of Directors of the Association. Article III of the Bylaws has restrictions with respect to the power of the Board of Directors to institute litigation on behalf of the Association or co-owners.

D. Condominium Subdivision Plan. The Condominium Subdivision Plan is a two-dimensional survey depicting the physical location and boundaries of each of the Units and all of the common elements in the Project.

**EACH PURCHASER IS STRONGLY ENCOURAGED TO REVIEW THE MASTER DEED AND BYLAWS CAREFULLY.**

V. THE DEVELOPER AND OTHER SERVICE ORGANIZATIONS.

A. Initial Developer's Background and Experience. The Initial Developer is not related to or affiliated with the Current Developer. The Initial Developer (Provincial Glades LLC) was formed for the sole purpose of developing Bella Terra of Novi. This was the first condominium project Provincial Glades LLC had undertaken.

B. Current Developer's Background and Experience. The Current Developer, Pinnacle-Novi LLC, a Michigan limited liability company, has an address of 28800 Orchard Lake Road, Suite 200, Farmington Hills, Michigan 48334 and is not affiliated with or related to the Initial Developer. The Current Developer is a licensed residential home builder and was formed for the sole purpose of acquiring lots for construction and/or resale in Bella Terra of Novi. Pinnacle-Novi LLC has had no prior experience with condominium development (as it is newly formed), however its sole member is Diversified Property Group LLC, a Delaware limited liability company, which has extensive experience in residential condominium development and construction throughout the Southeastern Michigan/Metropolitan Detroit Area, including the development of the following condominium projects:

Heritage Pointe Condominiums, Chelsea, Michigan  
Greenbriar Condominiums, Commerce, Michigan  
Hills of Oxford Condominiums, Lake Orion, Michigan  
The Preserves Of Romulus Condominiums, Romulus, Michigan  
Enclave at Red Run Condominiums, Royal Oak, Michigan  
Villas of Wesburn Condominiums, South Rockwood, Michigan  
Prospect Pointe East, Superior Township, Michigan

C. Builder. The preferred builder for the Units being offered by Developer is Pinnacle-Novi Builders LLC, a Michigan limited liability company ("Builder"). The Builder was formed specifically to construct homes with the Project and has had no prior experience with condominium construction, however the Builder's members have extensive experience in residential construction throughout the Southeastern Michigan/Metropolitan Detroit Area.

D. Brokers. No sales agent has been selected for Developer's Units at this time.

E. Legal Proceedings Involving the Condominium Project or the Developer. The Current Developer is not presently aware of any current legal proceedings involving the Condominium Project. The Initial Developer ceased doing business due to financial difficulties. Sometime thereafter, the Current Developer purchased certain Units from the Initial Developer and/or its lender, and obtained an assignment of the Initial Developer's development rights granted pursuant to the Master Deed.



## VI. OPERATION AND MANAGEMENT OF THE CONDOMINIUM PROJECT.

A. The Condominium Association. The responsibility for management and maintenance of the Project is vested in the Provincial Glades Condominium Association, Inc., which has been incorporated as a non-profit corporation under Michigan law. The Articles of Incorporation of the Association are contained in the Purchaser Information Book. The Bylaws include provisions that govern the procedural operations of the Association. The Association is governed by its Board of Directors, the initial members of which are designees of Developer.

Within 120 days after closing the sales of 25% of the Units, one of the five directors will be selected by the non-Developer owners; within 120 days after closing the sales of 50% of the Units, not less than two of the five directors will be selected by the non-Developer owners; and within 120 days after closing the sales of 75% of the Units, the non-Developer owners will elect all five directors, except that the Developer or its assignee will have the right to designate at least one director as long as it owns at least 10% of the Units in the Project. Regardless of the number of Units conveyed, 54 months after the first conveyance, non-Developer owners may elect directors in proportion to the number of Units they own. .

Within 120 days after closing the sales of 33% of the Units or one year from the date of the first conveyance, whichever first occurs, an advisory committee must be established to serve as liaison between the non-Developer owners and the Developer.

The First Annual Meeting may be convened any time after 50% of the Units have been sold and must be held on or before the expiration of 120 days after 75% of the Units have been sold or within 54 months after conveyance of the first Unit, whichever first occurs. At the First Annual Meeting, the members of the Association will elect directors, and the directors in turn will elect officers for the Association.

B. Percentages of Value. Based on the nature of the Project and the fact that the Association's responsibility for maintenance of common elements will not be substantially different among all of the Units, the Percentages of Value assigned to the Units are equal. The Percentage of Value assigned to each Unit determines, among other things, the value of each owner's vote and his or her proportionate share of regular and special Association assessments and of the proceeds of administration of the Project.

### C. Project Finances.

(1) Budget. Article II of the Bylaws requires the Board of Directors to adopt an annual budget for the operation of the Project. The budget was formulated by the Developer and is intended to provide for the normal and reasonably predictable expenses of administration of the Project, and includes a reserve for major repairs to and replacement of common elements. Inasmuch as the budget must necessarily be prepared in advance, it reflects estimates of expenses made by the Developer. To the extent that estimates prove inaccurate during actual operation and to the extent that the cost of goods and services necessary to service the Condominium Project change in the future, the budget and the expenses of the Association also will require revision. The current budget of the Association has been included as Appendix I to this Disclosure Statement. **PLEASE REMEMBER THAT THE BUDGET REPRESENTS THE DEVELOPER'S BEST**



**ESTIMATE AS TO THE POSSIBLE COSTS AND EXPENSES ASSOCIATED WITH THE UNITS. THE ACTUAL COSTS MAY BE HIGHER OR LOWER.**

(2) Assessments. Each Co-Owner of a Unit, including the Developer, must contribute to the Association to defray expenses of administration. While the Developer is obligated to contribute to the Association for such purpose, its contributions are determined differently than the other owners' contributions are determined under Article II of the Bylaws. The Board of Directors may also levy special assessments in accordance with the provisions of Article II, Section 2 of the Bylaws. Assessments for Association dues will be collected annually in advance, although the Developer (and ultimately the Association) reserves the right to collect the assessments quarterly or monthly.

(3) Foreclosure of Lien. The Association has a lien on each Unit to secure payment of Association assessments. The Bylaws provide that the Association may foreclose its lien in the same fashion that mortgages may be foreclosed by action or by advertisement under Michigan law. By closing on the purchase of a Unit, each purchaser will be deemed to have waived notice of any proceedings brought by the Association to foreclose its lien by advertisement and notice of a hearing prior to the sale of his Unit.

(4) Other Possible Liabilities. Each purchaser is advised of the possible liability of each owner under Section 58 of the Condominium Act:

If the holder of the first mortgage or other purchaser of a condominium Unit obtains title to that Unit by foreclosing that mortgage, the holder of the first mortgage or other purchaser is not liable for unpaid assessments that are chargeable against that Unit and that become due prior to foreclosure. These unpaid assessments are common expenses that are collectible from all unit owners including the holder of the first mortgage who has obtained title to the unit through foreclosure.

D. Insurance.

(1) Title Insurance. The Land Contract used by the Developer to sell Units in the Condominium provides that Developer shall furnish its purchaser an owner's title insurance policy, with standard exceptions, issued by a title insurance company acceptable to Developer, when the deed described in the Land Contract is delivered to the purchaser. The cost of this policy is to be borne by the Developer.

(2) Other Insurance. The Condominium Documents require that the Association carry fire and extended coverage, vandalism and malicious mischief and liability insurance and workers' compensation insurance, if applicable, with respect to all of the common elements of the Project. The insurance policies have deductible clauses and, to the extent thereof, losses will be borne by the Association. The Board of Directors is responsible for obtaining insurance coverage for the Association. Each owner's pro rata share of the annual Association insurance premiums is included in the annual assessment. The Association insurance policies are available for inspection during normal working hours. A copy of the certificate of insurance with respect to the Condominium Project will be furnished to each owner upon request to the Association.

Each Co-owner is responsible for obtaining fire and extended coverage insurance on his or her Unit, the Residence, and other improvements located thereon, as well as personal property, liability and other individual insurance coverage to the extent indicated in Article IV of the Bylaws. Each owner must deliver a certificate of insurance to the Association annually in order to confirm that the required insurance coverage is being maintained. If an owner fails to maintain any such insurance coverage or to provide evidence thereof to the Association, the Association may obtain such insurance and collect the cost thereof from the delinquent owner. The Association should periodically review all insurance coverage to be assured of its continued adequacy and owners should each do the same with respect to their individual insurance.

E. Restrictions on Ownership, Occupancy and Use. Article VI of the Bylaws sets forth specific restrictions on the ownership, occupancy and use of a Unit in the Condominium Project, including but not limited to the following:

(1) No Residence or other material exterior improvements to a Unit, including but not limited to in-ground pools, decks or patios, may be constructed or modified without the Developer's prior approval. Article VI sets forth procedures for making improvements to a Unit, including the submission of various plans and specifications to the Developer.

(2) No Unit may be used for other than single-family residential purposes.

(3) A Co-Owner may only lease the Co-Owner's Unit provided the Co-Owner complies with certain requirements set forth in Article VI.

(4) There are substantial restrictions on the storage of recreational or commercial vehicles, boats or trailers.

(5) There are detailed restrictions regarding the maintenance of a pet on the within the Project.

(6) Co-owners may not trim or cut down any tree located in a General Common Element. Wetlands as depicted on the Condominium Plan may not be disturbed without the prior approval of the City and the Association.

The foregoing highlights a few of the material restrictions contained in Article VI of the Bylaws and is not intended to be an exhaustive summary of all of the provisions of Article VI. Each purchaser is strongly encouraged to carefully review Article VI of the Bylaws. Some of the restrictions do not apply to the commercial activities or signs of the Developer.

F. Management of Condominium. The Condominium is currently managed by the Association which is controlled by the Developer. The Developer has the right, on behalf of the Association, to retain a third party management company to manage the Condominium. In such event, the fees charged by the Management Company under its management agreement with the Association will, for the most part, be equally allocated among all of the Units. The Association

shall retain the right to manage the common affairs of the Condominium without the services of a management company, upon reasonable and appropriate notice to the management company.

## VII. RIGHTS AND OBLIGATIONS AS BETWEEN DEVELOPER AND OWNERS.

A. Before Closing. The respective obligations of Developer and the purchaser of a Unit in the Project prior to closing are set forth in the Land Contract, the Escrow Agreement that accompanies the Land Contract, and any Riders or Addendums which may be attached thereto. If the purchaser has also entered into a construction contract with a builder regarding the construction of a residence on the Unit, the purchaser should also review the terms of that construction contract. The Land Contract contains all of the terms and conditions regarding the purchase and sale of the Unit and, unlike the construction contract, is subject to the Michigan Condominium Act. Although the Land Contract and any construction contract are separate documents entered into with separate parties, it is not uncommon that the contracts will provide that default by the purchaser under either the Land Contract or any construction agreement will constitute a default under the other document.

The Land Contract, Escrow Agreement, Riders, Addendums and any construction contract should be closely examined by all purchasers in order to ascertain the disposition at closing of earnest money deposits advanced by the purchaser, anticipated closing adjustments, and other important matters. The Escrow Agreement an agreement that governs the escrow agent's holding of a purchaser's down payment made under the Land Contract. A copy of the Escrow Agreement is attached to the Land Contract. Funds retained pursuant to the Escrow Agreement may be released to Developer upon the expiration of the purchaser's right to rescind.<sup>1</sup>

B. At Closing. The purchaser will receive by warranty deed, fee simple title to his or her Unit, subject to no liens or encumbrances other than the Condominium Documents and those other easements, restrictions and encumbrances that are specifically set forth or described in the Condominium Documents, the Land Contract and the title insurance policy to be issued pursuant to the Land Contract.

C. After Closing.

(1) General. Subsequent to the purchase of the Unit, relations between the Project and the owner are governed by the Master Deed and the Condominium Act.

---

<sup>1</sup> Please note that pursuant to Section 103b of the Condominium Act, the Initial Developer was required to have an escrow agreement which provides that the Initial Developer's escrow agent shall maintain sufficient funds or other security to complete those improvements shown as "must be built" on the Condominium Subdivision Plan until such improvements are substantially complete. This escrow does not pertain to any dwelling or other appurtenances to be constructed on any building site, but relates only to roadways and certain utilities shown as "must be built" on the Condominium Subdivision Plan. This obligation is separate and distinct from the Current Developer's obligation to escrow any down payment made by a purchaser until such purchasers' nine (9) day right to withdraw has expired. Funds retained pursuant to the Initial Developer's escrow agreement are not to be released to the Developer until conveyance to a purchaser of title to a Unit and confirmation by the escrow agent that all improvements labeled "must be built" on the Condominium Subdivision Plan are substantially complete. Current Developer has not undertaken any investigation as to the status of the Initial Developer's escrow agreement or whether any funds remain in escrow.



(2) Condominium Project Warranties. The Developer does not make any representations or warranties regarding the units, the residences to be constructed, the common elements or any other improvements located within the Project, and all warranties of any kind, whether implied or express, fitness for a particular purpose or any warranty of habitability, are expressly disclaimed.

#### VIII. PURPOSE OF DISCLOSURE STATEMENT.

This Disclosure Statement has been prepared in good faith, in reliance upon sources of information believed to be accurate, and in an effort to disclose material facts about the Project. Each purchaser is urged to engage a competent lawyer or other advisor in connection with deciding whether to purchase a Unit. In accepting title to a Unit, each purchaser shall be deemed to have waived any claim or right arising out of or relating to any immaterial defect, omission or misstatement in this Disclosure Statement. The terms used herein are defined in the Condominium Act.

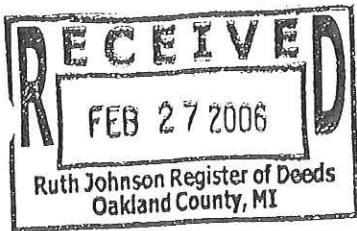
The Michigan Department of Consumer and Industry Services published The Condominium Buyers Handbook that has been delivered to you. The Developer does not assume any obligation, liability or responsibility as to the statements contained in or omitted from The Condominium Buyers Handbook.

The descriptions of the Master Deed and other instruments contained herein are summary only and may or may not completely and adequately express the content of the various Condominium Documents. Each purchaser is referred to the original Master Deed and other original instruments as contained in the Purchaser Information Booklet. Legal phraseology, technical terms and terms of art have been minimized and brevity has been the objective to the extent consistent with the purposes of the Disclosure Statement and rules of the Michigan Department of Consumer and Industry Service.









56158  
LIBER 37190 PAGE 304  
\$250.00 DEED - COMBINED  
\$4.00 REMONUMENTATION  
03/02/2006 11:10:28 A.M. RECEIPT# 25027

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

**COPY**

## PROVINCIAL GLADES

### MASTER DEED

This Master Deed is made and executed on this 22 day of Feb., 2006 by Provincial Glades LLC, a Michigan Limited Liability Company (the "Developer"), whose address is 41115 Jo Drive, Novi, Michigan, 48375, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended) (the "Act").

WHEREAS, the Developer desires by recording this Master Deed, together with the Bylaws attached hereto as **Exhibit A** and together with the Condominium Subdivision Plan attached hereto as **Exhibit B** (both of which are incorporated by reference into and made a part of this Master Deed), to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto as a residential Site Condominium Project under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish PROVINCIAL GLADES as a Condominium Project under the Act and does declare that PROVINCIAL GLADES (the "Condominium," the "Project" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and the attached Exhibits A and B, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, and its successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:



## ARTICLE I

### TITLE AND NATURE

The Condominium Project shall be known as PROVINCIAL GLADES, Oakland County Condominium Subdivision Plan No. 1851. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B. Each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of or Public Right of Way within the Condominium Project. Each co-owner in the Condominium Project shall have an exclusive right to his or her Unit and shall have undivided and inseparable rights to share with other co-owners the General Common Elements of the Condominium Project.

## ARTICLE II

### LEGAL DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed is described as follows:

#### "PROVINCIAL GLADES" CONDOMINIUM

A part of the Southwest 1/4 of Section 30, 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 30; thence South 89°35'50" East, 592.50 feet, along the South line of said Section 30 and the centerline of Nine Mile Road, (said line being the North line of "Park Place Subdivision", as recorded in Liber 276 of Plats, on Pages 28 through 37, Oakland County Records), to the POINT OF BEGINNING; thence North 00°19'49" East, 741.25 feet; thence South 89°22'23" West, 45.31 feet; thence North 00°19'49" East, 1883.07 feet; thence South 89°35'13" West, 547.25 feet, to the West line of said Section 30 and the centerline of Napier Road, (said point being North 00°19'49" East, 2615.72 feet from the Southwest Corner of said Section 30); thence North 00°19'49" East, 33.00 feet, along the West line of said Section 30 and the centerline of said Napier Road, to the West 1/4 Corner of said Section 30; thence North 89°35'13" East, 2223.22 feet; thence South 14°35'03" West, 91.03 feet; thence South 39°33'31" West, 33.03 feet; thence South 12°32'15" West, 21.17 feet; thence South 08°08'19" West, 60.88 feet; thence South 32°58'58" East, 339.96 feet; thence South 30°30'44" East, 163.43 feet; thence South 05°42'31" West, 128.34 feet; thence South 35°12'13" West, 110.94 feet; thence South 64°45'44" West, 87.56 feet; thence South 78°57'10" West, 76.86 feet; thence North 79°21'18" West, 70.53 feet; thence North 62°08'38" West, 95.18 feet; thence North 31°19'07" West, 78.97 feet; thence South 50°50'42" West, 47.27 feet; thence North 51°30'20" West, 405.79 feet; thence South 64°33'09"

West, 115.59 feet; thence South 36°03'18" West, 60.54 feet; thence South 11°11'14" West, 82.42 feet; thence South 00°13'47" West, 311.67 feet; thence South 08°46'50" West, 118.33 feet; thence South 17°45'35" West, 118.29 feet; thence South 33°33'01" West, 88.13 feet; thence North 89°59'59" West, 80.04 feet; thence South 00°13'47" West, 1336.66 feet, to the South line of said Section 30 and the centerline of said Nine Mile Road; thence North 89°35'50" West, 731.20 feet, (previously described as South 87°12'34" West, 731.85 feet), along the South line of said Section 30 and the centerline of said Nine Mile Road and an extension of and the North line of said "Park Place Subdivision", to the POINT OF BEGINNING. All of the above containing 65.755 Acres. All of the above being subject to easements, restrictions and right-of-ways of record. All of the above being subject to the rights of the public in Nine Mile Road and Napier Road.

22-30-300-016

Pt 22-30-300-003

Together with and subject to the Residential Unit Development Agreement for Provincial Glades (fka the Preserve), entered into between the City and the Developer, dated July 31, 2004, on file with the City, and subsequent amendments thereto, an Affidavit Regarding Residential Unit Development (RUD) Regulation of Land, giving notice of the RUD Agreement, has been recorded at Liber 34870, Page 178, Oakland County Records. The Residential Unit Development Agreement, including all amendments thereto, shall be known as the "RUD Agreement"; and further subject to all other easements and restrictions of record and all governmental limitations. Reference is hereby made to all of the above identified documents for the full and further terms, conditions, requirements, obligations, covenants and regulations.

### ARTICLE III

#### DEFINITIONS

Certain terms are utilized not only in this Master Deed and the attached 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 the PROVINCIAL GLADES CONDOMINIUM ASSOCIATION, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in PROVINCIAL GLADES as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 1. Act. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. Association. "Association" means PROVINCIAL GLADES CONDOMINIUM ASSOCIATION, which is the non-profit corporation organized under Michigan law of which all co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.



Section 3. Bylaws. "Bylaws" means the attached Exhibit A, being the Bylaws setting forth the substantive rights and obligations of the co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 4. City. "City" shall mean the City of Novi, a Michigan municipal corporation, located in Oakland County, Michigan, and its successors, assigns, and transferees.

Section 5. Common Elements. "Common Elements," where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

Section 6. Condominium Documents. "Condominium Documents" means and includes this Master Deed and the attached Exhibits A and B, and the Articles of Incorporation, Bylaws and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 7. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to PROVINCIAL GLADES as described above.

Section 8. Condominium Project, Condominium or Project. "Condominium Project," "Condominium" or "Project" means PROVINCIAL GLADES, as a Condominium Project established in conformity with the Act.

Section 9. Condominium Subdivision Plan. "Condominium Subdivision Plan" means the attached Exhibit B.

Section 10. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe PROVINCIAL GLADES as a completed Condominium Project and shall reflect the entire land area in the Condominium Project resulting from parcels that may have been converted and/or withdrawn from the Condominium from time to time under Articles VI and VII of this Master Deed, and all Units and Common Elements therein, as constructed, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, if and when recorded in the office of the Oakland County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto.

Section 11. Co-owner or Owner. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project. The term "Owner," wherever used, shall be synonymous with the term "co-owner."



Section 12. Developer. "Developer" means PROVINCIAL GLADES LLC, a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns including any successor developer(s) under section 135 of the Act. All successor developers under Section 135 of the Act shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

Section 13. Development and Sales Period. "Development and Sales Period", for the purposes of the Condominium Documents and the rights reserved to the Developer thereunder, means the period commencing with the recording of the Master Deed and ending one year after the Developer no longer owns any Unit which it offers for sale. For the purposes of this Section, the term "Developer" shall also mean any successor developer(s) as defined in Section 135 of the Act.

Section 14. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units that may be created are sold, or (b) Mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of the Units that maybe created are sold, whichever first occurs.

Section 15. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Section 16. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean a single Unit in PROVINCIAL GLADES, as such space may be described in Article V, Section 1 of this Master Deed and on the attached Exhibit B, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements. The Developer does not intend to and is not obligated to install any structures whatsoever within the Units or their appurtenant Limited Common Elements, if any.

Section 17. Preservation or Conservation Easement. "Preservation Easement" or "Conservation Easement" shall mean a separate easement recorded for the purpose of preserving portions of the Condominium in their natural wetland or woodland conditions, as referred to in Article X.

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is

made herein to the singular, a reference shall also be included to the plural where the same would be appropriate and vice versa.

ARTICLE IV  
COMMON ELEMENTS

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

Section 1. General Common Elements. The General Common Elements are:

- (a) Electrical. The electrical transmission lines and transformers throughout the Project, up to the point at which service leads leave the transformer to provide connections for service of Units and dwellings.
- (b) Telephone. The telephone system throughout the Project up to the point of lateral connections for Unit service.
- (c) Gas. The gas distribution system throughout the Project up to the point of lateral connections for Unit service.
- (d) Telecommunications. The telecommunications system, if and when any may be installed, up to the point of lateral connections for Unit service.
- (e) Storm Drainage System. The storm water drainage system throughout the Project, including, but not limited to, the various sedimentation basins located throughout the Project, but excluding those portions of the storm drainage system which are within a public road right-of-way, if any, and any portion of the storm drainage which has been deeded to a governmental authority. A separate Storm Water Maintenance Agreement between the Developer and the City of Novi is incorporated herein by reference, and will be or has been recorded at the Oakland County Register of Deeds, Liber \_\_\_\_\_ Page(s) \_\_\_\_\_.
- (f) Sanitary Sewer System. The sanitary sewer system throughout the Project up to the point of lateral connection for service to Units and dwellings, excluding those portions of the sanitary sewer system which are within the public road right-of-way, if any, and any portion of the sanitary sewer system which has been deeded to a governmental authority.
- (g) Water Service System. The water service system and water mains throughout the project up to the point of lateral connection for service to Units and dwellings, excluding those portions of the water service system which are within the



public road right-of-way, if any, and any portion of the water service system which has been deeded to a governmental authority.

(h) Sprinkler System. Any sprinkler system(s), if and when installed, by the Developer to serve general common lawn areas or areas within the public road right-of-way shall be General Common Elements to be maintained, repaired and replaced by the Association.

(i) Roadways and Sidewalks. The roadways, and sidewalks, if any, contained within the road rights of way in the Project, unless and/or until such roadways and/or sidewalks are dedicated to and accepted for ownership by the City of Novi or other governmental entity. There is no absolute promise that dedication or acceptance of the roadways and/or sidewalks will take place and this dedication may be made by the Developer without the consent of any co-owner.

(j) Non-access Greenbelt. The non-access greenbelt area shown on Exhibit B along, and adjacent to, Nine Mile Road.

(k) Park Areas. The open, natural areas within the condominium referred to as Provincial Park, Solstice Park, Arboretum Park, Glades Park, and Laurel Park. These areas are intended for recreational use by all of the owners of the condominium, and are to be perpetually maintained in its natural state. With the exception of playground equipment or similar non permanent structures or recreational equipment, construction in this area of any permanent nature, including a residential dwelling, is expressly prohibited. The Park labeled as Amanda Park on the attached exhibit "B" drawings is intended to be deeded to and for ownership and maintenance by the City of Novi.

(l) Other. Such other elements of the Project not herein 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, appearance, utility or safety of the Project, including but not limited to open spaces, landscaping, signage, natural feature areas, storm drainage, detention and retention areas, the emergency access drive, and all roads, sidewalks, pathways within the Condominium not referenced in subsection 1(i) above.

Section 2. Limited Common Elements. Limited Common Elements, if any, shall be subject to the exclusive use and enjoyment of the owner of the Unit to which the Limited Common Elements are appurtenant. No Limited Common Elements are anticipated within the Condominium. However, Developer reserves the right prior to the end of the development and sales period to designate any appropriate limited common elements as may be necessary.

Section 3. Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:



(a) Co-Owner Responsibilities.

- (1) Units and Limited Common Elements. It is anticipated that separate residential dwellings will be constructed within the Units depicted on Exhibit B. Except as otherwise expressly provided, the responsibility for, and the costs of maintenance, decoration, repair and replacement of any dwelling and appurtenances to each dwelling as a Limited Common Element, if any shall be designated, shall be borne by the co-owner of the Unit; provided, however, that the exterior appearance of such dwelling, the Units and appurtenant Limited Common Elements, to the extent visible from any other dwelling, Unit or Common Element on the Project, shall be subject at all times to reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations.
- (2) Utility Services. All costs of electricity, water and natural gas and any other utility services, except as otherwise specifically provided, shall be borne by the co-owner of the Unit to which such services are furnished.
- (3) Landscaping. Each co-owner shall be responsible for the initial installation of landscaping within his or her Unit. Co-owners shall be responsible for and bear the costs of, maintenance, repair and replacement of all landscaping installed within their respective Units and yard areas, including lawns. General Common Element landscaping installed by the Developer shall be maintained, repaired and replaced by the Association; however, Co-owners shall be responsible for maintenance and landscaping within the Public Right of Way between the unit boundary and the paved surface of any Public Road Way.

(b) Association Responsibility for Units and Common Elements. The Association shall not be responsible for performing any maintenance, repair or replacement with respect to the grounds or residences and their appurtenances located within the Condominium Units or the Limited Common Elements appurtenant thereto, except as otherwise provided herein. The Developer, in the initial maintenance budget for the Association, shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith.

(c) General Common Elements. The cost of maintenance, repair and replacement of all General Common Elements shall be borne by the Association. The Developer, prior to the transitional date, and the association thereafter, shall have the authority and responsibility, to operate, maintain, repair, manage, and improve the common areas on the property. The Developer and/or Association shall have the responsibility to preserve and maintain all private storm water detention facilities and all private roadways and walkways, which are located within the condominium as well as all

or the private park areas, to ensure that the same continue to function as intended. The Developer and/or Association shall establish a regular and systematic program of maintenance for any common areas to ensure that the physical condition and intended function of such areas and facilities shall be perpetually preserved and/or maintained. In the event that the Developer and/or Association shall at any time fail to carry out the responsibilities specified above, and/or in the event of a failure to preserve and/or maintain such areas or facilities in reasonable order and condition, the City may serve written notice upon the Developer and/or Association setting forth the deficiencies in maintenance and/or preservation. Notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place of a hearing before the City Council, or such other Council, body or official delegated by the City Council, for the purpose of allowing the Developer and/or Association to be heard as to why the City should not proceed with the maintenance and/or preservation which has not been undertaken.

At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the City Council, or other body or official designated to conduct the hearing, shall determine that maintenance and/or preservation have not been undertaken within the time specified in the notice, the City shall thereupon have the power and authority, but not obligation, to enter upon the property, or cause its agents or contractors, at reasonable commercial expense, to enter upon the property and perform such maintenance and/or preservation as reasonably found by the City to be appropriate. The cost and expense of making and financing such maintenance and/or preservation, including the cost of notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the amount of 25% of the total of all costs and expenses incurred (except that no administrative fee will be added in respect to legal fees), shall be paid by the Developer and/or Association, and such amount shall constitute a lien on an equal pro rata basis as to all of the condominium units on the property. The City may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 90 days of a billing to the Developer or Association, all unpaid amounts may be placed on the delinquent tax roll of the City, pro rata, as to each lot, and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Developer or Association, and in such event, unless adjudicated otherwise; the Developer and/or Association shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

(d) Sprinkling Systems for Sedimentation Basins and Non Access Greenbelt. The Association shall be responsible for the repair, replacement and maintenance of the sprinkler systems, if any, within the sedimentation basins and non access greenbelt,



including all electrical appliances such as pumps, timers and controls which operate the system, if and when installed wherever they may be located.

(e) Maintenance of Lawn Areas. Any additional services performed by the lawn service company at the request of individual co-owners will be charged separately to the requesting co-owner.

Section 4. Utility Systems. Some or all of the utility lines, systems (including mains and service leads) and equipment, and the telecommunications described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications, shall be General Common Elements only to the extent of the co-owner's interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any. The extent of the Developer's responsibility will be to see that water, sanitary, telephone, electric and natural gas mains are installed within reasonable proximity to, but not necessarily within, the Units. Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with extension of such utilities by laterals from the mains to any structures and fixtures located within the Units.

Section 5. Use of Units and Common Elements. No co-owner shall use his or her Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other co-owner in the use and enjoyment of his or her Unit or the Common Elements. No Limited Common Element may be modified or its use enlarged or diminished by the Association without the written consent of the co-owner to whose Unit the same is appurtenant.

## ARTICLE V

### UNIT DESCRIPTIONS, PERCENTAGES OF VALUE AND CO-OWNER RESPONSIBILITIES

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Provincial Glades, as prepared by Seiber, Keast & Associates, Inc. and attached to this Master Deed as Exhibit B. Each Unit shall consist of the area located within Unit boundaries as shown on the attached Exhibit B and delineated with heavy outlines together with all appurtenances thereto. The plans and specifications for the Project have been filed with the office of the Register of Deeds in Oakland County, MI. Any dwellings must be constructed within the Units as depicted on Exhibit B. The Units are numbered consecutively from 1 to 70.

Section 2. Percentage of Value. The percentage of value assigned to each Unit in Provincial Glades shall be equal, being 1/70 per unit. The determination that percentages of



value should be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there are not material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective co-owner in the proceeds and the expenses of administration and the value of such co-owner's vote at meetings of the Association. The total percentage value of the Project is 100%.

## ARTICLE VI

### CONTRACTION OF CONDOMINIUM

Section 1. Right to Contract. As of the date this Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of Units on the land described in Article II, all as shown on the Condominium Subdivision Plan. Developer reserves the right, however, to establish a Condominium Project consisting of fewer Units than described above and to withdraw from the project all or some portion of the land described in Article II, except that in no event may the project consist of fewer than three (3) Units, being Units 1-3 as they are depicted on Exhibit B.

Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of Units in this Condominium Project may, at the option of the Developer, from time to time, within a period ending no later than six years from the date of recording this Master Deed, be contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of Units be less than three. There is no obligation on the part of the Developer to withdraw from the Condominium all or any portion of the contractible area described in this Article VI, nor is there any obligation to withdraw portions thereof in any particular order.

Section 2. Withdrawal of Land. In connection with such contraction, the Developer unconditionally reserves the right to withdraw from the Condominium Project such portion or portions of the land described in this Article VI as are not reasonably necessary to provide access to or otherwise serve the Units included in the Condominium Project as so contracted. Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a platted development, a separate condominium project (or projects) or any other form of development. Developer further reserves the right, subsequent to such withdrawal but prior to six years from the date of recording this Master Deed, to re-expand the Project as so reduced to include all or any portion of the land so withdrawn. In all events, no common areas containing storm drainage facilities serving the Condominium, and/or no right of way, shall be withdrawn from the Condominium.

Section 3. Reservation of Rights Under Section 67. The Developer further reserves all contraction rights provided under Section 67 of the Act, as amended by the Public Act 379 of

2000. Any contraction must be done in accordance with all applicable state law and local ordinances, with prior written approval by the City of Novi.

## ARTICLE VII

### CONVERTIBLE AREAS

Section 1. Designation of Convertible Areas. All Units and Common Elements are Convertible Areas. Convertible Areas may be modified as provided herein.

Section 2. The Developer's Right to Modify Units and Common Elements. The Developer reserves the right, in its sole discretion, during a period ending no later than six years from the date of recording this Master Deed, to modify the size, location, design or elevation of Units and/or General or Limited Common Elements appurtenant or geographically proximate to such Units within the Convertible Areas designated for such purpose on the Condominium Subdivision Plan, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Common Element. Any conversion or modification shall require approval of the City and shall occur in accordance with all applicable laws and ordinances.

Section 3. Compatibility of Improvements. All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the structures on other portions of the Condominium Project, and in accordance with applicable laws and ordinances. No improvements, other than as above indicated, may be created on the Convertible Areas.

## ARTICLE VIII

### OPERATIVE PROVISIONS

Any contraction or conversion in the Project pursuant to Articles VI or VII above shall be governed by the provisions as set forth below.

Section 1. Amendment of Master Deed and Modification of Percentages of Value. Such contraction or conversion of this Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted when applicable in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the



sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

Section 2. Redefinition of Common Elements. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the additional parcel or parcels being withdrawn from the Project by such amendments. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks in the Project to any roadways and sidewalks that may be located on, or planned for the contractible area, and to provide access to any Unit that is located on, or planned for the contractible area from the roadways and sidewalks located in the Project. Any redefinition of the common elements may not cause the sedimentation basin to come within the boundaries of a unit, and shall not affect the Conservation Easement Areas within the Condominium. Any redefinition of the common elements or modification of the units shall require prior written approval of the City and shall occur in accordance with all applicable laws and ordinances.

Section 3. Right to Modify Units; Plans. The Developer further reserves the right to amend and alter the Units described in the Condominium Subdivision Plan attached hereto as long as any Unit so altered has not been sold at the time the alteration is made. The nature and appearance of all such altered Units shall be determined by the Developer in its sole judgment; but, in no event shall such altered or modified Units deviate substantially from the general development plan approved by the City of Novi. All improvements shall be reasonably compatible with the existing improvements in the Project, as determined by the Developer in its sole discretion.

Section 4. Consolidating Master Deed. A Consolidating Master Deed shall be recorded pursuant to the Act when the Project is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 5. Consent of Interested Persons. All of the co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of Articles VI and VII above and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire

Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

## ARTICLE IX

### SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act, subject, however, to the terms and conditions of the RUD Agreement and the approved final site plan. In accordance with the RUD Agreement, the Condominium is limited to 70 units. In no event shall any unit be subdivided without prior written approval of the City, including but not limited to, the requirement of obtaining an amendment to the RUD Agreement in that regard. Such changes in the RUD Agreement and/or any affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

Section 1. By Developer. Subject to the approval of the City of Novi under local ordinances and the RUD Agreement, Developer reserves the sole right during the Development and Sales Period and without the consent of any other co-owner or any mortgagee of any Unit to take the following action:

(a) Subdivide Units. Subdivide or re-subdivide any Units which it owns and in connection therewith to install utility conduits and connections and any other improvements reasonably necessary to effect the subdivision, any or all of which may be designated by the Developer as General or Limited Common Elements. Such installation shall not disturb any utility connections serving Units other than temporarily. Such subdivision or re-subdivision of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

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

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



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

(d) Amend to Effectuate Modifications. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision, consolidation or relocation of boundaries shall be separately identified by number. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so modified. All of the co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording an entire Master Deed or the Exhibits hereto.

Section 2. By Co-owners. Subject to the approval of the City of Novi if required under local ordinances, one or more co-owners may undertake:

(a) Subdivision of Units. Subject to the limitations set forth in this Article, the co-owner of a Unit may subdivide his Unit upon request to and written approval by both the Association and the Developer during the Development and Sales Period and further subject to the RUD Agreement and any amendments thereto. Upon receipt of such request and submission of evidence that the City of Novi has approved of the proposed division, the president of the Association shall present the matter to the Board of Directors for review and, if approved by the Board, cause to be prepared an amendment to the Master Deed, duly subdividing the Unit, separately identifying the resulting Units by number or other designation, designating only the Limited or General Common Elements in connection therewith, and reallocating the percentages of value (if necessary) in accordance with the co-owner's request. The co-owner requesting such subdivision shall bear all costs of such amendment. Such subdivision shall not become effective, however, until the amendment to the Master Deed, duly executed by the Association, has been recorded in the office of the Oakland County Register of Deeds.

(b) Consolidation of Units; Relocation of Boundaries. Co-owners of adjoining Units may relocate boundaries between their Units or eliminate boundaries between two or more Units upon written request to and approval by the Association. Upon receipt of such request and submission of evidence that the proposed consolidation of Units has been approved by the City of Novi, the president of the Association shall

present the matter to the Board of Directors for review and, if approved by the Board, cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value if necessary, and providing for conveying between or among the co-owners involved in relocation of boundaries. The co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the office of the Oakland County Register of Deeds.

Section 3. Limited Common Elements. Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries described in this Article IX.

## ARTICLE X EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event of any encroachments due to shifting, settling or moving of an improvement, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings and improvements for the continuing maintenance, repair, replacement, enlargement of or tapping into all utilities in the Condominium. The Developer and the Association also hereby reserve easements within General Common Elements for the purpose of construction and maintenance of entry markers or signs identifying the Condominium by name. The size, design and precise location of such markers or signs shall be at the sole discretion of the Developer and the Association shall be responsible for the maintenance, repair and replacement thereof.

Section 2. Easements and Right to Dedicate Retained by Developer.

(a) Dedication to the Public. The Developer reserves the right at any time during the Development and Sales Period to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways in PROVINCIAL GLADES which may be shown as General Common Elements in the Condominium Subdivision Plan. Any such right-of-way dedication may be made by the Developer without the consent of any co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to the Condominium Subdivision Plan hereto, recorded in the Oakland County Records. All of the co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously



consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication.

(c) Utility Easements. The Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VI and any adjoining land thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium, including, but not limited to, electric, telephone, cable television, water, gas, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located in the Condominium, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement. All expenses of maintenance, repair and replacement of any utility mains referred to in this Section shall be shared by this Condominium and any developed portions of the land described in Article VI and any adjoining land which may be owned by the Developer which are served by such mains. The co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the numerator plus all other dwelling Units in the land described in Article VI and any adjoining land which may be owned by Developer that are served by such mains.

(d) Granting of Utility Easements. The Developer reserves the right at any time during the Development and Sales Period to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed by the Developer without the consent of any co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to the attached Exhibit B, recorded in the Oakland County Records. All of the co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

Section 3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors properly organized and acting prior to the Transitional Control Date) shall be empowered and obligated to grant such reasonable easements (including dedication of the sidewalks), licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes or other lawful purposes, as may be necessary for the benefit of the Condominium subject, however, to the approval of the Developer so long as the Development and Sales Period has not expired. No



easements created under the Condominium Documents may be modified, nor may any of the obligations with respect thereto be varied, without the consent of each person benefited or burdened thereby.

Section 4. Association Right to Dedicate Public Rights-of-Way and Act Upon Special Assessment Proceedings. The Association, upon expiration of the Development and Sales Period, acting through its lawfully constituted Board of Directors shall be empowered to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways or sidewalks in PROVINCIAL GLADES, which may be shown as General Common Elements in the Condominium Subdivision Plan. Any such right-of-way dedication shall be evidenced by an appropriate amendment to the Master Deed and to the attached Exhibit B, recorded in Oakland County Register of Deeds. The Association shall further be empowered, at any time, to execute petitions for and to act on behalf of all co-owners in any statutory proceedings regarding special assessment improvements of the roadways in the Condominium. All of the co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication. There is no promise that any such dedication will ever take place, notwithstanding the reservation of this right.

Section 5. Association Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, 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 including without limitation an easement over all Units for maintenance, repair and replacement of lawn sprinkling systems and related controls, clocks, meters and valves; provided, however, that the easements granted hereunder shall not entitle any person other than the Owner thereof to gain entrance to the interior of any dwelling or garage located within a Unit. While it is intended that each co-owner shall be solely responsible for the performance and costs of all maintenance, repair and replacement of and decoration of the residence and all other appurtenances and improvements constructed or otherwise located within his or her Unit unless otherwise provided herein, it is nevertheless a matter of concern that a co-owner may fail to properly maintain the exterior of his or her Unit or any Limited Common Elements appurtenant thereto in a proper manner and in accordance with the standards set forth in this Master Deed, the Bylaws and any rules and regulations promulgated by the Association. Therefore, in the event a co-owner fails, as required by this Master Deed, the Bylaws or any rules and regulations of the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep his or her Unit or any improvements or appurtenances located therein or any Limited Common Elements appurtenant thereto, the Association (and/or the Developer during the Development and Sale Period) shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate,



repair or replace the Unit (including the exteriors of any structures located therein), its appurtenances or any of its Limited Common Elements, all at the expense of the co-owner of the Unit. Neither the Developer nor the Association shall be liable to the 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 which grant such easements, rights of entry or other means of access. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any co-owner, shall be assessed against such co-owner and shall be due and payable with his or her monthly assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of 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 6. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development and Sales Period, shall have the power to grant such easements, licenses and other rights-of-entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit within the Project. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 7. Emergency Vehicle and Public Services Access Easement. There shall exist for the benefit of the City of Novi, any emergency service agency and the United States Postal Service ("USPS"), an easement over all roads in the Condominium for use by the City of Novi service providers, USPS, garbage collection and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the Condominium Project and co-owners thereof. This grant of easement shall in no way be construed as a dedication of any streets, roads or driveways to the public. This easement shall automatically expire in the event of a successful dedication to and acceptance of the roads by the City of Novi or other governmental body.

Section 8. Non-Access Greenbelt Area. There shall exist, along and adjacent to the Nine Mile Road ROW, as shown on Exhibit B, a non-access greenbelt area. This area shall be maintained in its vegetative state, as initially established by the Developer. Access over and across this area from Nine Mile Road to any portion of the Condominium by vehicular traffic shall be prohibited.

Section 9. Conservation Easement. There shall be recorded separate easements for the protection and preservation of woodland and wetland areas, wetland buffer and open space within the Condominium in accordance with the final approved project plans. This Master Deed may be amended to add the specific Liber and Page wherein the conservation easement(s) is/are recorded. In accordance with the terms of the recorded easements, no trees or vegetation shall be altered within or removed from the protected areas. Except for and subject to the activities which have been expressly authorized by permit, there shall be no disturbance of the woodlands and/or wetlands within the easement area, including altering the topography of, placing fill material in, dredging, removing or excavating any soil, minerals, or trees; or from constructing or placing any structures on; draining surface water from; or plowing, tilling, cultivating or otherwise altering or developing, operating, or maintaining any use in the easement area. No grass or other vegetation shall be planted in the easement areas with the exception of plantings approved, in advance, by the City of Novi in accordance with all applicable laws and ordinances.

Section 10. Emergency access drive easement. The Developer hereby grants and conveys an emergency access drive easement over and through the area described and depicted on Exhibit B as the "Emergency Access Drive", such drive providing emergency access from the Condominium to Napier Road. The easement is for the benefit of the Developer, the Co-Owners, the Association, the City and all emergency service providers, including, but not limited to fire, police protection, ambulance and rescue services.

The easement area shall be kept passable at all times, and shall be kept free of debris, snow, ice or any natural condition that would make it impassable. Failure to comply with this requirement shall result in the City having the power and authority, but not the obligation, to enter upon the Property, and perform such maintenance, repairs, and/or preservation as found by the City to be appropriate. The cost and expense of making and financing such maintenance, repairs, and/or preservation, including reasonable attorney's fees, plus a reasonable administrative fee, shall be paid by the Developer or successor owners, and such amounts shall constitute a lien on all taxable portions of the Property, in accordance with the provisions described in Article IV, Section 3 (c) of this Master Deed.

At such time as a connection is made to the property and development to the north has been provided, this emergency access easement shall be terminated, and an amendment to this Master Deed may be recorded, with a copy provided to the City.

If the Developer installs a gated entrance, the Developer and Association should provide to the City Fire Department all keys and/or codes necessary to gain entrance to the Condominium Premises. The Developer (during the construction and sales periods), the Association and Owners of each individual unit hereby indemnify and hold harmless the City, the Fire and Police Departments and all other governmental agencies providing emergency services, together with all



of their officers, officials, employees, representatives and agents, from any claim, cause of action, damage, loss, injury or death which results from or are in any way due to the inability of the emergency vehicles or personnel to gain entry or access to the Condominium premises due to impassable conditions or inability to gain entry due to the gate.

Pursuant to Section VIII of the RUD Agreement, when the property to the north of the Condominium is developed, the stub, or connection road at the northern boundary of the property, shall be connected to the northern property and opened for traffic circulation in the City's discretion, but without unreasonable delay, as part of site plan approval with respect to that adjacent property.

## ARTICLE XI AMENDMENT

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of 66-2/3% of the co-owners, except as hereinafter set forth:

Section 1. Modification of Units or Common Elements. No Unit dimension may be modified in any material way without the consent of the co-owner of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the co-owner of any Unit to which the same are appurtenant.

Section 2. Mortgagee, Mortgage Insurer and Mortgage Guarantor Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, mortgage insurers or mortgage guarantors, then such amendments shall require the approval of 66-2/3% of all first mortgagees, insurers of the first mortgagee and guarantors of the first mortgages of record allocating only one vote for each mortgage held. No more than one vote may be cast per first mortgage, regardless of the number of mortgagees, insurers and guarantors having such an interest in the first mortgage.

Section 3. By Developer. Prior to one year after expiration of the Development and Sales Period, the Developer may, without the consent of any co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A as do not materially affect any rights of any co-owners or mortgagees in the Project.

Section 4. Change in Percentage of Value. The value of the vote of any co-owner and the corresponding proportion of common expenses assessed against such co-owner shall not be modified without the written consent of such co-owner and his or her mortgagee, nor shall the

percentage of value assigned to any Unit be modified without like consent; thus, any change in such matters shall require unanimity of action of all Co-owners.

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer and at least 80% of non-Developer Co-owners and mortgagees, allocating one vote for each unit on which a mortgage is held.

Section 6. Developer Approval. During the Development and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified in any way without the written consent of the Developer.

Section 7. City Approval. Notwithstanding anything in this Master Deed or Bylaws, there shall be no amendment to or termination of Article IV (3)(c), Article X (1), Article X (8), Article X (10) of the Master Deed, or any other provision which affects or limits the rights of the City of Novi as provided within the Master Deed, Exhibit B or Bylaws, without first obtaining City review and approval of any such amendment.

## ARTICLE XII

### ASSIGNMENT

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

Signature page follows



WITNESSES:

*Telya Mallad*  
print: Telya Mallad

\_\_\_\_\_  
print: \_\_\_\_\_

DEVELOPER:

Provincial Glades LLC,  
a Michigan Limited Liability Company

By: *Michael Fellows*  
Its: Michael Fellows  
Manager

STATE OF MICHIGAN )  
  )SS  
COUNTY OF OAKLAND )

On this 22<sup>nd</sup> day of February 2006, the foregoing Master Deed was acknowledged before me by Michael Fellows —, a Manager of Provincial Glades LLC, on behalf of the LLC.

*Telya Mallad* Notary Public  
Oakland County, Michigan  
My commission expires: 10/17/2007

TELYA MALLAD  
NOTARY PUBLIC WAYNE CO., MI  
MY COMMISSION EXPIRES ON 17, 2007  
ACTING IN OAKLAND COUNTY, MI

When recorded return to:

Michael Fellows  
Provincial Glades LLC  
41115 Jo Drive Suite 200  
Novi, MI 48375  
(248) 615-2961