

COPY

MASTER DEED
OF

ISLAND LAKE ORCHARDS

A RESIDENTIAL CONDOMINIUM
OAKLAND COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 1552

434448
LIBER 30468 PAGE 611
\$244.00 DEED - COMBINED
\$4.00 REMONUMENTATION
08/25/2003 11:29:00 A.M. RECEIPT# 74882
PAID RECORDED - OAKLAND COUNTY
G.WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

Recorded August 25, 2003
in Liber 30468, Pages
611 through 689, both
inclusive, Oakland
County Records.

This Master Deed is made and executed on this 14th day of August, 2003 by TOLL MI II LIMITED PARTNERSHIP, a Michigan limited partnership (hereinafter referred to as "Developer"), whose address is 30500 Northwestern Highway, Suite 400, Farmington Hills, Michigan 48334, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

WHEREAS, the Developer desires by recording this Master Deed, together with the By-Laws attached hereto as Exhibit A, and together with the Condominium Subdivision Plan attached hereto as Exhibit B, (both of which are hereby incorporated by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto as a residential Condominium Project under the provisions of the Act. The aforesaid Condominium Subdivision Plan is dated June 6, 2003 and was prepared by Seiber, Keast & Associates, Inc.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Island Lake Orchards as a Condominium Project under the Act and does declare that Island Lake Orchards (hereinafter referred to as the "Condominium", "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 Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the 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 Island Lake Orchards, Oakland County Condominium Subdivision Plan No. 1552. 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 hereto. Each Unit is capable of individual utilization on account of having its own entrance from, and exit to, a road that is subject to an easement for the benefit of the Condominium and the Units therein or a General Common Element road that, in either case, is planned to be dedicated to public use. 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:

Land located in the City of Novi, Oakland County, Michigan and legally described as part of the Southeast 1/4 and Southwest 1/4 and Northwest 1/4 of Section 19, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the Northwest Corner of said Section 19; thence South 03°01'04" East, 1164.47 feet, along the Westerly line of "Island Lake North Bay", Oakland County Condominium Subdivision Plan No. 1413, as recorded at Liber 24741, Pages 326 through 406, Oakland County Records; thence North 86°57'33" East, 59.98 feet, along the Southerly line of said "Island Lake North Bay"; thence 257.69 feet along a curve to the right, said curve having a radius of 342.00 feet, a central angle of 43°10'15", and a chord bearing and distance of South 62°43'56" East, 251.64 feet, along the Southerly line of said "Island Lake North Bay" and extension thereof, and along an extension of said Southerly line and the boundary of the proposed condominium known as "Island Lake Shores South"; thence South 41°08'49" East, 47.59 feet, along the boundary of said proposed "Island Lake Shores South" condominium; thence 36.31 feet along a curve to the left, said curve having a radius of 318.00 feet, a central angle of 06°32'30", and a chord bearing and distance of South 37°47'58" West, 36.29 feet, along the boundary of said proposed "Island Lake Shores South"; thence South 55°28'17" East, 60.00 feet, along the boundary of said proposed "Island Lake Shores South"; thence 21.30 feet along a curve to the right, said curve having a radius of 258.00 feet, a central angle of 04°43'49", and a chord bearing and distance of North 36°53'38" East, 21.29 feet, along the boundary of said proposed "Island Lake Shores South"; thence South 41°08'49" East, 13.19 feet, along the boundary of said proposed "Island Lake Shores South", to the Point of Beginning; thence the following sixteen (16) courses along the Southerly line of said proposed "Island Lake Shores South": (1) thence 374.68 feet along a curve to the right, said curve having a radius of 245.00 feet, a central angle of 87°37'19", and a chord bearing and distance of North 82°33'20" East, 339.22 feet; (2) and South 53°38'01" East, 275.72 feet; (3) and 422.64 feet along a curve to the left, said curve having a radius of 765.00 feet, a central angle of 31°39'14", and a chord

bearing and distance of South 69°27'38" East, 417.28 feet; (4) and 323.37 feet along a curve to the right, said curve having a radius of 285.00 feet, a central angle of 65°00'36", and a chord bearing and distance of South 52°46'57" East, 306.30 feet; (5) and 423.02 feet along a curve to the left, said curve having a radius of 643.00 feet, a central angle of 37°41'39", and a chord bearing and distance of South 39°07'28" East, 415.43 feet; (6) and South 57°58'18" East, 301.70 feet; (7) and 208.49 feet along a curve to the right, said curve having a radius of 457.00 feet, a central angle of 26°08'23", and a chord bearing and distance of South 44°54'06" East, 206.69 feet; (8) and South 31°49'55" East, 51.92 feet, said point being South 86°22'40" West, 477.63 feet from the Center of said Section 19; (9) and South 31°49'55" East, 445.46 feet; (10) and 311.32 feet along a curve to the left, said curve having a radius of 543.00 feet, a central angle of 32°51'00", and a chord bearing and distance of South 48°15'25" East, 307.08 feet; (11) and South 64°40'55" East, 42.56 feet, said point being South 02°20'47" East, 631.82 feet from the Center of said Section 19; (12) and South 64°40'55" East, 739.42 feet; (13) and 100.78 feet along a curve to the left, said curve having a radius of 543.00 feet, a central angle of 10°38'04", and a chord bearing and distance of South 69°59'57" East, 100.64 feet; (14) and South 75°18'59" East, 372.30 feet; (15) and 217.40 feet along a curve to the right, said curve having a radius of 457.00 feet, a central angle of 27°15'23", and a chord bearing and distance of South 61°41'18" East, 215.36 feet; (16) and South 48°03'36" East, 78.43 feet; thence South 86°23'50" West, 1004.01 feet; thence North 03°33'08" West, 106.11 feet; thence North 22°51'21" West, 130.93 feet; thence North 52°30'55" West, 24.93 feet; thence North 34°01'20" West, 135.72 feet; thence North 52°59'53" West, 134.61 feet; thence North 72°03'09" West, 105.51 feet, said point being North 02°20'47" West, 1806.26 feet from the South 1/4 Corner of said Section 19; thence North 72°03'09" West, 31.33 feet; thence South 88°48'51" West, 135.72 feet; thence South 68°19'52" West, 73.39 feet; thence North 39°00'39" West, 417.50 feet; thence North 26°05'02" West, 78.33 feet; thence North 07°56'50" West, 86.94 feet; thence North 18°03'06" West, 206.23 feet; thence North 51°16'38" West, 86.00 feet; thence 100.74 feet along a curve to the right, said curve having a radius of 443.00 feet, a central angle of 13°01'46", and a chord bearing and distance of North 45°14'15" East, 100.52 feet; thence North 38°14'52" West, 10.81 feet, said point being North 86°22'40" East, 2075.96 feet from the West 1/4 Corner of said Section 19; thence North 38°14'52" West, 140.82 feet; thence North 77°39'21" West, 134.31 feet; thence North 57°58'18" West, 145.00 feet; thence South 32°01'42" West, 26.07 feet; thence North 57°58'18" West, 242.86 feet; thence North 32°45'15" West, 152.64 feet; thence North 40°13'58" West, 143.00 feet; thence North 65°04'12" West, 455.01 feet; thence North 70°11'55" West, 135.07 feet; thence South 87°34'16" West, 92.43 feet; thence South 73°01'48" West, 104.79 feet; thence South 34°39'46" West, 117.61 feet; thence South 10°48'15" West, 80.23 feet; thence North 80°41'20" West, 62.13 feet; thence North 01°30'58" West, 75.96 feet; thence North 10°38'27" West, 124.89 feet; thence North 19°41'30" West, 195.30 feet; thence North 15°11'27" East, 43.13 feet; thence North 41°08'49" West, 143.54 feet, to the Point of

Beginning. All of the above containing 23.204 acres. All of the above being subject to easements restrictions and right-of-ways of record.

Part of Tax Parcels No. 22-19-100-001 and 22-19-400-003.

ARTICLE III DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, 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 Island Lake Orchards 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 Island Lake Orchards 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 Island Lake Orchards 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. By-Laws. "By-Laws" means Exhibit A hereto, being the By-Laws setting forth the substantive rights and obligations of the Co-Owners and required by Section 53 of the Act to be recorded as part of the Master Deed. The By-Laws shall also constitute the corporate By-Laws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 4. City or City of Novi. "City" or "City of Novi" means 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, and constitute the portions of the Condominium other than the Condominium Units.

Section 6. Community Association. "Community Association" means the Island Lake of Novi Community Association, which is the Michigan non-profit corporation organized, under Michigan law to administer the common affairs of the Island Lake of Novi Community, a larger planned development that is to include the Condominium as described in Article XIII below.

Section 7. Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, By-Laws and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 8. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above (and, to the extent so added, the land described in Article VI), all improvements and structures thereon, and all easements, rights and appurtenances belonging to Island Lake Orchards as described above.

Section 9. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" means Island Lake Orchards, as a Condominium Project established in conformity with the Act.

Section 10. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit B hereto.

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". Anything contained herein to the contrary notwithstanding, if the Developer sells a Unit to a licensed residential builder (for resale to a non-builder), and/or if Developer sells a Unit on a land contract, the builder or land contract vendee shall not be deemed to be a "Co-Owner" hereunder.

Section 12. Developer. "Developer" means Toll MI II Limited Partnership, a Michigan limited partnership, which has made and executed this Master Deed, and its successors and assigns, with the exception of any successor developer(s) under section 135 of the Act, whose rights hereunder as a "Developer" shall exist only upon an affirmative written assignment of such rights by the Developer, in whole or in part.

Section 13. Development and Sales Period. "Development and Sales Period", for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, shall be deemed to continue for so long as Developer continues to own any Unit in the Project, whether as initially created or as may be expanded in accordance with Article VI hereof. For the purposes of this Section 13, the term "Developer" shall not include any successor developer(s) as defined in Section 135 of the Act, unless the Developer affirmatively assigns such rights in writing to such "successor developer(s)", in whole or in part.

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 which 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 which may be created are sold, whichever first occurs.

Section 15. Future Expansion Area. "Future Expansion Area" means the property which the Developer has reserved the right to add into the Project and to establish additional Units thereon, as more fully set forth in Article VI, below.

Section 16. Master Deed. "Master Deed" means this document to which the Condominium By-Laws and Condominium Subdivision Plan are attached as exhibits.

Section 17. Percentage of Value. "Percentage of Value" means the percentage assigned to each Condominium Unit in this Master Deed. The Percentages of Value of all Units shall total one hundred (100%) percent. Percentages of Value shall be determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Documents or in the Act.

Section 18. Residence. "Residence" means a residential dwelling together with an attached garage constructed within the perimeter of a Unit in accordance with the architectural and building specifications and use restrictions set forth in this Master Deed.

Section 19. 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 20. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean a single Unit in Island Lake Orchards, as such space may be described in Article V, Section 1 hereof and on Exhibit B hereto, 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 buildings whatsoever within the Units. However, Developer has reserved the right in Article VIII below to create easements for public and private utilities within Units and reserves the right to cause or permit the installation of utility lines within such easements as are deemed necessary in Developer's sole discretion for the orderly development of the Condominium.

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) Land. The land described in Article II hereof, including the roads, sidewalks and pedestrian paths located within the Condominium, the park areas and other common areas, not identified as Units.

(b) Beneficial Easements. Any and all beneficial easements appurtenant to the land described in Article II hereof, including.

(c) 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 Residences, to the extent not owned by the local utility company.

(d) Telephone. The telephone system throughout the Project up to the point of lateral connections for Unit service, to the extent not owned by the local utility company.

(e) Telecommunications. The telecommunications system, if and when any may be installed, up to the point of lateral connections for Unit service, to the extent not owned by the local telecommunication cable company or other local public authority.

(f) Gas. The gas distribution system throughout the Project up to the point of lateral connections for Unit service, to the extent not owned by the local utility company.

(g) Water. The water distribution system throughout the Project up to the point of lateral connections for Unit service, to the extent not owned by the local public utility company.

(h) Irrigation System. The sprinkler or irrigation system, if any, installed within the General Common Element land areas.

(i) Storm Drainage System. The storm water drainage system throughout the Project, including the storm water detention ponds and any other below-ground and above-ground systems.

(j) Sewage Disposal System. The sanitary sewage disposal system throughout the Project up to the point of lateral connections with Unit service, to the extent not owned by the local public utility company.

(k) 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.

Section 2. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the owner of the Unit to which the Limited Common Elements are appurtenant. As of the date hereof, there are no Limited Common Elements.

However, the Developer has reserved the right to create Limited Common Elements in Articles VII and X of this Master Deed.

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

(a) Co-Owner Responsibilities.

(i) Units. It is anticipated that separate Residences will be constructed within the Units depicted on Exhibit B. All Residences and appurtenances to such Residences must be constructed within the boundaries of the Units depicted on the Condominium Subdivision Plan and no Residence or appurtenance thereto may extend beyond the Units without the prior approval of the Developer (during the Development and Sales Period), the Association and, if required by law, the City of Novi and/or any other governmental agency having jurisdiction over the property. Except as otherwise expressly provided, the responsibility for, and the costs of maintenance, decoration, repair and replacement of any Residence and appurtenances thereto and all improvements within a Unit shall be borne by the Co-Owner of that Unit; provided, however, that the exterior appearance of such Units and Residences, to the extent visible from any other Unit or Common Element on the Project, shall be subject at all times to the approval of the Association and to reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations. No improvements can be made within the yard areas located within Units without the prior approval of the Developer (during the Development and Sales Period) and the Association. All Co-owners must preserve such conservation easement areas, if any, as may be located within the boundaries of their respective Units in accordance with the terms and conditions of the Conservation Easement described in Article VIII, Section 12 below.

(ii) Utility Services. All costs of electricity, natural gas, water, sanitary sewage disposal and any other utility services, except and unless otherwise specifically provided, shall be borne by the Co-Owner of the Unit to which such services are furnished.

(iii) Landscaping. Except as specifically provided in such Purchase Agreement as may be entered into by Developer for the sale of a Unit, each Co-Owner shall be responsible for the initial installation of landscaping in his or her Unit in accordance with Article VI, Section 15 of the Bylaws. Co-Owners shall be responsible for and bear the costs of, maintenance, repair and replacement of all landscaping installed in their respective Units, including by way of illustration and not limitation, lawns, trees and shrubs. General Common Element landscaping installed by the Developer, if any, shall be maintained, repaired and replaced by the Association.

(iv) Damage by Co-Owners and Invitees. The cost of repair of damage to a Common Element caused by a Co-Owner, family member or invitee of a Co-Owner shall be assessed against that Co-Owner.

(b) Association Responsibility for Units. The Association shall not be responsible for performing any maintenance, repair or replacement with respect to Residences and their appurtenances and/or any other improvements located within Units, except and unless 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) Roads. The roads, if any, located within the Project have been constructed with a view towards dedicating them for public use to the City of Novi or such other governmental agency as shall have jurisdiction over public roads and the Developer has reserved the right to dedicate the roads during the Development and Sales Period. The Association shall have the right to dedicate the roads after the expiration of the Development and Sales Period. Until such time as the roads are dedicated and accepted (if ever), the Association shall be responsible for and bear the cost of maintaining, repairing and replacing the roads within the Condominium (including snow removal). Upon approval by an affirmative vote of not less than fifty-one (51%) percent of all Co-Owners, the Association shall be vested with the power and authority to sign petitions requesting establishment of a special assessment district pursuant to provisions of applicable Michigan statutes for improvement of any and all public roads located within or adjacent to the Project. In the event that a special assessment road improvement project is established pursuant to applicable Michigan law, the collective costs assessable to the Project as a whole shall be borne equally by all Co-Owners.

(d) General Common Elements. The cost of maintenance, repair and replacement of all General Common Elements shall be borne by the Association, subject to any provision of the Condominium Documents expressly to the contrary.

(e) Maintenance of Drainage Areas and Retention Basins. The storm drainage plan for the Project consists of above-ground surface drainage and underground collection lines with on-site retention, as shown on the Condominium Subdivision Plan. The Association will be responsible for any and all maintenance associated with the above ground surface drainage areas and underground collection lines as may be necessary to ensure proper drainage. The Community Association described in Article XIII below shall maintain the retention basin or basins included in the storm water drainage system as part of the facilities and improvements operated and maintained by the Community Association, regardless of the fact that such basins are or may be located within the Condominium.

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-Owners' 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 that telephone, electric, water and natural gas mains and sanitary sewer mains are installed within reasonable proximity to 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 their Units.

Section 5. Use of Units and Common Elements. No Co-Owner shall use his Unit or the Common Elements in any manner inconsistent with the laws and ordinances of the City of Novi, 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 Unit or the Common Elements.

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 Section with reference to the Condominium Subdivision Plan of Island Lake Orchards as prepared by Seiber, Keast & Associates, Inc., and attached hereto as Exhibit B. Each Unit shall consist of the space located within the Unit boundaries as shown on Exhibit B hereto and delineated with heavy outlines together with all appurtenances thereto. The plans and specifications for the Project have been filed with the City of Novi. All Residences must be constructed on the Units within the building envelopes as depicted on Exhibit B, and in accordance with these Condominium Documents.

Section 2. Percentage of Value. The Percentage of Value assigned to each Unit in Island Lake Orchards shall be equal. The determination that Percentages of Value shall be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there were not material differences among the Units insofar as the allocation of Percentages of Value was 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 value of the Project is 100%.

ARTICLE VI EXPANSION OF PROJECT

The Condominium Project established pursuant to this initial Master Deed of Island Lake Orchards consists of twenty-six (26) Units. The Developer hereby reserves the right, but undertakes no obligation, to expand the Condominium and to add up to two hundred and eleven (211) additional Units, so that it contains up to a maximum of two hundred and thirty-seven (237) Units, as determined by the Developer, in its sole discretion, from time to time. Such additional

units, if any, will be constructed upon all or some of the Future Expansion Area, which comprises the following described parcel of land located in the City of Novi, Oakland County, Michigan:

A part of the Southeast 1/4 and Southwest 1/4 and Northwest 1/4 of Section 19, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the Northwest Corner of said Section 19; thence South 03°01'04" East, 1164.47 feet, along the Westerly line of "Island Lake North Bay", Oakland County Condominium Subdivision Plan No. 1413 as recorded in Liber 24741, Pages 326 through 406, as amended, Oakland County Records, to the Point of Beginning; thence North 86°57'33" East, 59.98 feet, along the Southerly line of said "Island Lake North Bay"; thence 257.69 feet along a curve to the right, said curve having a radius of 342.00 feet, a central angle of 43°10'15", and a chord bearing and distance of South 62°43'56" East, 251.64 feet, along the Southerly line of said "Island Lake North Bay" and extension thereof, and along an extension of the Southerly line and the boundary of proposed "Island Lake Shores South" condominium; thence South 41°08'49" East, 47.59 feet, along the boundary of said proposed "Island Lake Shores South"; thence 36.31 feet along a curve to the left, said curve having a radius of 318.00 feet, a central angle of 06°32'30", and a chord bearing and distance of South 37°47'58" West, 36.29 feet, along the boundary of said proposed "Island Lake Shores South"; thence South 55°28'17" East, 60.00 feet, along the boundary of said proposed "Island Lake Shores South"; thence 21.30 feet along a curve to the right, said curve having a radius of 258.00 feet, a central angle of 04°43'49", and a chord bearing and distance of North 36°53'38" East, 21.29 feet, along the boundary of said proposed "Island Lake Shores South"; thence South 41°08'49" East, 13.19 feet, along the boundary of said proposed "Island Lake Shores South"; thence South 41°08'49" East, 143.54 feet; thence South 15°11'27" West, 43.13 feet; thence South 19°41'30" East, 195.30 feet; thence South 10°38'27" East, 124.89 feet; thence South 01°30'58" East, 75.96 feet; thence South 80°41'20" East, 62.13 feet; thence North 10°48'15" East, 80.23 feet; thence North 34°39'46" East, 117.61 feet; thence North 73°01'48" East, 104.79 feet; thence North 87°34'16" East, 92.43 feet; thence South 70°11'55" East, 135.07 feet; thence South 65°04'12" East, 455.01 feet; thence South 40°13'58" East, 143.00 feet; thence South 32°45'15" East, 152.64 feet; thence South 57°58'18" East, 242.86 feet; thence North 32°01'42" East, 26.07 feet; thence South 57°58'18" East, 145.00 feet; thence South 77°39'21" East, 134.31 feet; thence South 38°14'52" East, 140.82 feet; thence South 38°14'52" East, 10.81 feet; thence 100.74 feet along a curve to the left, said curve having a radius of 443.00 feet, a central angle of 13°01'46", and a chord bearing and distance of South 45°14'15" West, 100.52 feet; thence South 51°16'38" East, 86.00 feet; thence South 18°03'06" East, 206.23 feet; thence South 07°56'50" East, 86.94 feet; thence South 26°05'02" East, 78.33 feet; thence South 39°00'39" East, 417.50 feet; thence North 68°19'52" East, 73.39 feet; thence North 88°48'51" East, 135.72 feet; thence South 72°03'09" East, 31.33 feet; thence South 72°03'09" East, 105.51 feet; thence South 52°59'53" East, 134.61 feet; thence South 34°01'20" East, 135.72 feet; thence South 52°30'55" East, 24.93 feet; thence South 22°51'21" East, 130.93 feet; thence South

03°33'08" East, 106.11 feet; thence South 86°23'50" West, 44.36 feet; thence North 01°52'19" West, 10.20 feet; thence South 86°25'23" West, 297.38 feet, to the North and South 1/4 line of said Section 19, (said point being North 02°20'47" West, 1326.96 feet, from the South 1/4 Corner of said Section 19 and South 02°20'47" East, 1306.18 feet, from the Center of said Section 19); thence South 86°21'12" West, 38.00 feet; thence South 02°20'47" East, 1326.96 feet, to the South line of said Section 19 and the centerline of said Ten Mile Road, (said point being South 86°21'12" West, 38.00 feet, from the South 1/4 Corner of said Section 19); thence South 86°21'12" West, 985.50 feet, along the South line of said Section 19 and the centerline of said Ten Mile Road, (said point being North 86°21'12" East, 1606.86 feet, from the Southwest Corner of said Section 19); thence North 02°20'47" West, 1326.96 feet; thence South 86°03'33" West, 1618.18 feet, to the West line of said Section 19 and the centerline of Napier Road, (said point being North 02°49'46" West, 1318.44 feet, from the Southwest Corner of said Section 19); thence North 02°49'46" West, 1315.42 feet, along the West line of said Section 19 and the centerline of said Napier Road, to the West 1/4 Corner of said Section 19; thence North 03°01'04" West, 1466.97 feet, along the West line of said Section 19 and the centerline of said Napier Road, to the POINT OF BEGINNING. AND ALSO, a part of Northeast 1/4 and Southeast 1/4 and Southwest 1/4 and Northwest 1/4 of Section 19, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the Southeast Corner of said Section 19; thence South 86°24'49" West, 230.64 feet, along the South line of said Section 19 and the centerline of Ten Mile Road, to the POINT OF BEGINNING; thence continuing South 86°24'49" West, 1092.71 feet, along the South line of said Section 19 and the centerline of said Ten Mile Road, (said point being North 86°24'49" East, 1323.35 feet, from the South 1/4 Corner of said Section 19); thence North 01°59'58" West, 1317.21 feet; thence South 86°23'50" West, 14.33 feet, to the Southerly boundary of proposed "Island Lake Shores South"; thence South 48°03'36" West, 123.45 feet, along the Southerly boundary of proposed "Island Lake Shores South"; thence 480.93 feet along a curve to the left, said curve having a radius of 668.00 feet, a central angle of 41°15'00", and a chord bearing and distance of South 68°41'06" East, 470.61 feet, along the Southerly boundary of said proposed "Island Lake Shores South"; thence 193.99 feet along a curve to the right, said curve having a radius of 707.00 feet; a central angle of 15°43'17", and a chord bearing and distance of South 81°26'58" East, 193.39 feet, along the Southerly boundary of said proposed "Island Lake Shores South"; thence South 73°35'19" East, 157.82 feet, along the Southerly boundary of said proposed "Island Lake Shores South"; thence 104.68 feet along a curve to the left, said curve having a radius of 543.00 feet, a central angle of 11°02'45", and a chord bearing and distance of South 79°06'42" East, 104.52 feet, along the Southerly boundary of said proposed "Island Lake Shores South"; thence South 84°38'04" East, 286.30 feet, along the Southerly boundary of said proposed "Island Lake Shores South" to the Westerly right-of-way of Wixom Road; thence South 05°17'47" West, 119.92 feet, along the Westerly right-of-way of said Wixom Road; thence 84.66 feet along a curve to the left, said curve having a radius of 693.00 feet, a central angle of 07°00'00" and a chord bearing and

distance of South 01°47'47" West, 84.61 feet, along the Westerly right-of-way of said Wixom Road; thence South 01°42'13" East, 112.80 feet, along the Westerly right-of-way of said Wixom Road; thence South 88°17'56" West, 17.00 feet; thence South 59°02'27" West, 345.32 feet; thence South 25°56'15" East, 423.30 feet, to the Point of Beginning. All of the above containing 138.034 acres, more or less, in the first described parcel and 26.523 acres, more or less, in the second described parcel for a total area of 164.557 acres, more or less. All of the above being subject to easements restrictions and right-of-ways of record. All of the above being subject to the rights of the public in Ten Mile Road and Napier Road and Wixom Road.

Therefore, any other provisions of this Master Deed notwithstanding, the number of units in the Project, may, at the option and discretion of the Developer or its successors or assigns, from time to time, within a period ending not later than six (6) years from the date of recording of this Master Deed, be increased by the addition to the Project of any portion of the Future Expansion Area and the development of Units and Common Elements thereon. The nature, appearance and location of all such additional Units and Common Elements as may be constructed thereon shall be determined by Developer, in its sole judgment; provided that any expansion of the Condominium Project undertaken pursuant to this Article shall be subject to and in conformance with the terms and conditions of the RUD Agreement described in Article VIII, Section 10 below and one or more final site plan approvals issued by the City of Novi in accordance with any and all applicable City ordinances. Such increase in size of this Condominium Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors or assigns and in which the Percentage of Value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of one hundred (100%) percent for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in Percentage of Value shall be within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among Percentages of Value based upon the relative value of the various Units. Such amendment or amendments to the Master Deed shall also contain further definitions necessary to adequately describe and service the additional phase or phases being added to the Project by such amendment. In connection with any such amendment(s), 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 VI, including, but not limited to the connection of roads, sidewalks and utilities in the Project to any roads, sidewalks and utilities that may be located on or planned for the Future Expansion Area, and to provide access to any unit that is located on, or planned for the Future Expansion Area from the roads and sidewalks located in the Project. Additionally, the Developer shall have the right to create different rules, regulations or restrictions for the new units which may be created in the Future Expansion Area if the Developer decides such differences are necessary or desirable. All of the Co-Owners and mortgagees of units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, to any proportionate reallocation of Percentages of Value of existing

units which Developer (or its successors and assigns) may determine necessary in connection with such amendment or amendments. All such interested persons irrevocably appoint Developer (or its successors and assigns) as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto; PROVIDED, HOWEVER, that a Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium Project beyond the area established by this Master Deed, and Developer (or its successors or assigns) may, in its option and discretion, establish all or any portion of said Future Expansion Area as a rental development, a separate condominium project (or projects) or any other form of development, residential or otherwise. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the Future Expansion Area described in this Article VI, nor is there any obligation to add portions thereof in any particular order, nor to construct particular improvements thereon in any specific locations.

ARTICLE VII SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

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

Section 1. By Developer. Developer reserves the sole right during the Development and Sales Period and without the consent of any other Co-Owner 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