

OAKLAND COUNTY TREASURERS CERTIFICATE
I HEREBY CERTIFY that there are no TAX LIENS or TITLES held by the state or any individual against the within description and all TAXES on same are paid for five years previous to the date of this instrument as appears by the records in the office except as stated.

LIBER 26529 PAGE 799

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LIBER 26529 PAGE 799
\$139.00 DEED - COMBINED
\$2.00 DOCUMENTATION
09/11/2002 04:01:34 P.M. RECEIPT# 74306
PAID RECORDED - OAKLAND COUNTY
G. WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

SEP 10 2002

7.60 *OK*
~~7.00~~ *DF*
C. HUGH DOHANY, County Treasurer
Sec. 135, Act 208, 1893 as amended

COPY

MASTER DEED

002312

SUMMERLIN OF NOVI

This Master Deed is made and executed on this 12th day of August, 2002, by FPC-Summerlin, L.L.C., a Michigan limited liability company, (hereinafter referred to as "Developer"), of 31000 Northwestern Highway, Suite 220, 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 Bylaws attached hereto as Exhibit A and together with the Condominium Subdivision Plan attached hereto as Exhibit B (both of which are hereby incorporated herein 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.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Summerlin of Novi as a Condominium Project under the Act and does declare that Summerlin of Novi (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 land and the Developer, and the Developer's successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, and their successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

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ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Summerlin of Novi, Oakland County Condominium Subdivision Plan No. 1460. The Condominium Project is established in accordance with the Act and in accordance with the laws of the City of Novi and the approved plans therefor are on file with said City of Novi. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each, are set forth completely in the Condominium Subdivision

O.K. - RO OK-G.K.

Plan attached as Exhibit B hereto. Each Unit is a residential building site capable of individual utilization on account of having its own entrance and exit to and from the Unit to and from the General Common Elements of 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:

Part of the Northwest fractional 1/4 of Section 3, T.1N., R.8E., City of Novi, Oakland County, Michigan described as follows:

Commencing at the Northwest corner of Section 3, T.1N., R.8E., City of Novi, Oakland County; thence N.87°13'11"E., 321.93' to the Southwest corner of Section 34, T.2N., R.8E., City of Walled Lake, Oakland County, Michigan; thence continuing along the North line of said Section 3, N.87°19'25"E., 1314.83' (the last two courses recorded as East 1636.80'); thence S.28°31'40"W., 295.48' to a ½" iron rod in a monument box; thence S.32°14'58"W., 811.36' (the last two courses recorded as S.35°09'W., 1121.21') to the point of beginning of the parcel herein described; thence S.55°50'30"E. (recorded as S.54°51'E.), 716.54'; thence S.79°44'16"E., 160.44'; thence N.85°16'01"E., 93.60'; thence S.73°14'48"E., to a point on the Northwest line of Harbor Cove Condominium (Oakland County Condominium Plan No. 439), 47.97'; thence S.42°11'57"W. (recorded as S.44°22'W.), to the Southwest corner of said Harbor Cove Condominium, 403.86'; thence along the southerly line of said Harbor Cove Condominium, S.59°25'03"E., 52.41' (recorded as S.57°15'E., 55.07'); thence along the West line of Lot 23 in said Supervisor Plat No. 2 and the westerly line of Bentley Sub. as recorded in Liber 10, Pg. 3, S.42°05'46"W. (recorded as S.45°38'W.), to the northeasterly corner of Blomfield Sub. as recorded in Liber 22, Pg. 5, 476.24' (recorded as 476.55'); thence along the northerly line of said Blomfield Sub. N.57°30'07"W. (recorded as N.54°03'W.), to the northwesterly corner of said Blomfield Sub. being monumented by a ½" iron rod in a monument box, 887.08' (recorded as 885.20'); thence along the centerline of West Park Drive (66' wide), N.32°14'58"E., 756.31' (recorded as N.35°00'E.) to the point of beginning. Containing 16.26 acres. Subject to the rights of the public in the northwesterly 33.00' (West Park Drive). Also, together with and subject to easements, restrictions and limitations of record.

Tax Parcel Identification Number: 22-03-102-001

Plat 22-03-128-001

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 Summerlin of Novi Homeowners 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 Summerlin of Novi 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 Summerlin of Novi Homeowners 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 Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(9) 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. Common Elements. "Common Elements", where used, means only General Common Elements unless Limited Common Elements are created pursuant to Article VII hereof in which case the phrase "Common Elements," when used without modification, shall mean both General and Limited Common Elements.

Section 5. Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, 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 6. 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 Summerlin of Novi as described above.

Section 7. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" means Summerlin of Novi as a Condominium Project established in conformity with the Act.

Section 8. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit B hereto.

Section 9. 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 10. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe Summerlin of Novi as a completed Condominium Project and shall reflect the Project as finally configured and surveyed. 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. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to this Master Deed, the Developer shall be able to satisfy the foregoing obligation by filing a certificate in the office of the Oakland County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and that no Consolidating Master Deed need be recorded. Further, in the event that there is no need to modify the terms of the Master Deed or Bylaws and if the only changes are revisions to the Condominium Subdivision Plan, then there shall be no need to re-record the Master Deed and/or Bylaws but any such revisions may be reflected by the recording of an amendment for the purpose of evidencing the locations of Units, Common Elements and utilities as actually built.

Section 11. Developer. "Developer" means FPC-Summerlin, L.L.C., a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

Section 12. 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.

Section 13. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-owners are permitted to vote for the election of 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 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 are sold, whichever first occurs.

Section 14. City. "City" means the City of Novi, a Michigan municipal corporation, and/or its duly authorized officers and agencies, and its successors, assigns and transferees.

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 Summerlin of Novi 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 structures whatsoever within the Units. Each Unit shall be co-extensive with an entire lot within the meaning of City of Novi ordinances and shall extend beyond its related building envelope to the full limit of its perimeter Unit lines as depicted on the Condominium Subdivision Plan.

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, and including other common areas, if any, not identified as Units.

(b) **Road, Entrance Areas and Traffic Islands.** The roads in the Condominium (including both their paved areas and the adjoining rights of way) together with the entrance areas and traffic islands, if any, depicted on the Condominium Subdivision Plan and all signage installed by the Developer and/or the Association in connection therewith. It is the Developer's intention, however, to ultimately dedicate the road rights-of-way, including sidewalks, in the Condominium to the City of Novi and the roads and their rights-of-way shall be and remain General Common Elements only until such time as dedication occurs. All landscaping areas within the traffic islands, boulevard entrance and such portions of the West Park Drive right-of-way as are not maintained by a public authority having jurisdiction shall be maintained by the Association.

(c) **Easements.** All beneficial easements, if any, now existing or created after the recording hereof which benefit the Condominium Premises as a whole including, without limitation, the offsite storm drainage easements referenced in Article VIII, Section 9 hereof.

(d) **Electrical**. The electrical transmission mains throughout the Project, up to the point of lateral connections for Unit service, together with common lighting for the Project if any is installed. There is no obligation on the part of the Developer to install any particular common lighting but Developer reserves the right to do so, either within the Common Elements or within any one or more Units. Any common lighting installed within a Unit and designated as such by the Developer shall be maintained, repaired and replaced by the Association except that the costs of electrical power consumption therefor shall be paid by each Co-owner to whose Unit such designated common light is metered. Any street lighting or other lighting installed within the General Common Elements shall be metered to and paid by the Association unless the Developer determines otherwise. In the event that a special assessment district is established for the installation of street lighting, then the Co-owners shall bear the cost thereof by assessment on their respective property taxes as may be levied by the public agency having jurisdiction.

(e) **Telephone**. The telephone system throughout the Project up to each point of lateral connection for Unit service.

(f) **Gas**. The gas distribution system throughout the Project up to each point of lateral connection for Unit service.

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

(h) **Sanitary Sewer**. The sanitary sewer system throughout the Condominium up to each point of lateral connection for Unit service.

(i) **Telecommunications**. The telecommunications system throughout the project up to each point of lateral connection for Unit service.

(j) **Storm Water Drainage System**. The storm water drainage system including any storm water detention areas (whether lying inside or outside the perimeter of the Condominium) and other drainage areas and apparatus depicted as such on the Condominium Subdivision Plan or required by the City of Novi to be installed and as more particularly referenced in Article VIII, Section 9 hereof.

(k) **Open Space Areas and Pedestrian Pathways**. The open space areas together with any open space access area and any pedestrian pathway designated as such on the Condominium Subdivision Plan.

(l) **Other**. Such other elements of the Project not herein designated as General 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 any common amenities which may be installed by the

Developer and/or the Association at the election of either or both). Developer reserves the right to establish such mailbox system as Developer may elect or as may be required to be installed by a public authority or service agency having jurisdiction and, to that end, may establish an individual mailbox system or may consolidate or cluster the same in such manner as Developer may deem appropriate. If mailboxes are clustered, the Developer or the Association may designate individual compartments in the clustering structure or structures as Limited Common Elements or may assign or reassign the same from time to time for use by Co-owners on an equitable basis without such designation. Developer may elect, however, to require that Owners install individual mailboxes of a nature and design as required by Developer, and that the same be installed by each Owner at such Owner's personal expense. Developer also reserves the right, in its discretion, to install street signs, traffic control signs, street address signs and other signage at any location or locations as Developer deems appropriate within the General Common Element road rights-of-way.

Section 2. Limited Common Elements. There are no Limited Common Elements in Summerlin of Novi as originally recorded although it is possible that some may be created by the Developer pursuant to the rights reserved in Article VII 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. The responsibility for and the costs of maintenance, decoration, repair and replacement of each Unit designated in the Condominium Subdivision Plan, the dwelling and appurtenances contained therein, and all other improvements thereto shall be borne by the Co-owner of such Unit; provided, however, that the exterior appearance of the dwellings within the Units, to the extent visible from any other dwelling within a Unit or Common Element in 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. Each Co-owner shall also be responsible for installation and maintenance of any landscaping areas lying within the road rights-of-way between the curb and the Unit (but excluding sidewalks). All building structures shall be constructed in accordance with City of Novi requirements and shall not extend beyond building setback lines determined in accordance with all applicable ordinances of the City and any deviations therefrom must receive the approval of the Developer together with any approvals of the City which may be required under its applicable Ordinances. Failure of any Co-owner to adhere to maintenance and aesthetic standards imposed by the Association shall entitle the Association to enter upon such Co-owner's Unit and to perform the necessary maintenance, decoration, repair or replacement in accordance with the provisions of Article VIII, Section 4 of this Master Deed.

(ii) Utility Services. All costs of initial installation of sanitary sewer mains, storm sewer mains, water supply mains and main lines for electricity, natural gas, telephone, cable television (to the extent any are available and/or installed) shall be borne by the Developer. All utility laterals and leads from points of connection to mains shall be installed, maintained, repaired and replaced at the expense of the Co-owner whose Unit they service, except to the extent that such expenses are borne by a utility company or a public authority and the Developer and/or the Association shall have no responsibility therefor.

(b) Association Responsibilities.

(i) General. The costs of maintenance, repair and replacement of all Common Elements shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary. The Association shall maintain all Common Elements requiring periodic maintenance in a neat, clean, and first-class condition in keeping with their basic nature. Additional maintenance assessments may be levied for individual Units requiring expenditures by the Association. Standards for maintenance may be established by the Association through its Board of Directors. The Association shall not be responsible, in the first instance, for performing any maintenance, repair or replacement with respect to residences and their appurtenances located within the Condominium Units. Nevertheless, in order to provide for flexibility in administering the Condominium, the Association, acting through its Board of Directors, may undertake such other regularly recurring, reasonably uniform, periodic exterior maintenance functions within any Unit boundaries as it may deem appropriate and as the affected Co-owners may agree (including, without limitation, lawn mowing, snow removal and tree trimming). Nothing herein contained, however, shall compel the Association to undertake such responsibilities. Any such responsibilities undertaken by the Association shall be charged to any affected Co-owner on a reasonably uniform basis and collected in accordance with the assessment procedures established under Article II of the Bylaws. 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. Even in the event that the main access roads are ultimately dedicated to the public, the Association may assess all Co-owners for the costs of snow plowing and other periodic maintenance thereof.

(ii) Certain Specific Responsibilities of Maintenance and Preservation. The Association shall have full authority and responsibility, at its expense, to operate, maintain, repair, manage, and improve the General Common Elements of the Condominium. In furtherance thereof, the Association shall have the responsibility to preserve and maintain all storm water drainage, detention and retention facilities and systems; all private roadways; and any pedestrian pathways

which are located within the Condominium, to ensure that the same continue to function as intended. The Association shall also have the responsibility to preserve and maintain all General Common Element landscaping (except the areas lying in front of the Units within the road right-of-way which shall be the responsibility of each Co-owner) and the open space and tree preservation areas within the General Common Elements. The Association shall establish a regular and systematic program of maintenance for the General Common Elements 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 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 Association setting forth the deficiencies in maintenance and/or preservation. Any such 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 the hearing before the City Council, or such other council, committee, body or official delegated by the City Council, for the purpose of allowing the 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 Condominium Premises, or cause its agents or contractors to enter upon the Condominium Premises, and perform such maintenance and/or preservation as reasonably found by the City to be necessary and 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, shall be paid by the Association, and such amount shall constitute a lien on an equal *pro rata* basis as to all of the Units in the Condominium. 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 30 days of a billing to the Association, all unpaid amounts may be placed on the delinquent tax roll of the City, *pro rata*, as to each Unit, 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 Association, and, in such event, the Association shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit. The Developer (or such successor developer to whom or which the foregoing responsibilities may have been assigned and delegated) shall indemnify the City for its costs and expenses arising from any failure by the Association to meet its

responsibilities to the City during the period prior to the Transitional Control Date as set forth in this subparagraph and the City shall give to the Developer (or successor developer) all of the same notices of Association deficiencies and otherwise as required by this subparagraph to be given to the Association. The provisions of this subparagraph shall apply specifically, but without any limitation as to other general applications hereof, to the subjects covered by Article VIII, Sections 8, 9 and 13 of this Master Deed.

(iii) **Common Lighting.** The Developer may (but is not required to) install common illuminating fixtures within the Condominium and to designate the same as common lighting as provided in Article IV, Section 1(d) hereof. Some of such common lighting may be installed on the General Common Elements or may be located within Units (such as coachlamps). The costs of electricity for common lighting located within General Common Elements or Units may, at Developer's election, be metered by the individual electric meters of the Co-owners to whose Unit the same are respectively appurtenant and, if so, shall be paid by such individual Co-owners without reimbursement therefor from the Association. Any common lighting fixtures shall be maintained, repaired and replaced and light bulbs furnished by the Association. The size and nature of the bulbs to be used in the fixtures shall also be determined by the Association in its discretion. No Co-owner shall modify or change such fixtures in any way and shall not cause the electrical flow for operation thereof to be interrupted at any time. Said fixtures shall operate on photo-electric cells which shall not be tampered with in any way or disabled by any Co-owner. At the election of the Developer and the City, a special street lighting assessment district may be established and, if so established, the Co-owners and the Association shall be responsible for the cost of the deferred capital cost of installation thereof.

Section 4. Utility Systems. Some or all of the utility lines, systems (including mains and service leads) and equipment and any telecommunications as described above may be owned and/or maintained by a public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and any 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 to see to it that telephone, electric and natural gas mains together with storm sewer mains and sanitary sewer mains are existing or installed within reasonable proximity to, but not 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. Each dwelling constructed within a Unit

shall be located entirely within the building envelope lines for such Unit as determined with reference to all applicable City Ordinances and any deviations therefrom must receive the approval of the Developer together with any approvals of the City which may be required under its applicable Ordinances.

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 Summerlin of Novi as prepared by Warner, Cantrell & Padmos, Inc., and attached hereto as Exhibit B. There are 36 Units in the Condominium Project established by this Master Deed. Each Unit shall consist of the area located within Unit boundaries as delineated on Exhibit B hereto together with all appurtenances thereto.

Section 2. Percentage of Value. The percentage of value assigned to each of the 36 Units is equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of the Units 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 General Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners.

ARTICLE VI

CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be consolidated, modified and the boundaries relocated, in accordance with Section 48 of the Act, any applicable local ordinances and regulations, 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. No such changes shall be made, however, without the approval of the City of Novi. Subject to approval of the City of Novi, 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 do the following:

Section 1. Realignment and Changes to Units; Consolidation of Units; Relocation of Boundaries. Realign or alter any Unit which it owns, consolidate under single ownership two or more Units located adjacent to one another, and relocate any boundaries between adjoining Units. Such realignment of Units, consolidation of Units and/or relocation of boundaries 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. The provisions of the City of Novi Zoning Ordinance regarding minimum lot size, minimum floor area per dwelling unit, yard setbacks, maximum height of building and any other physical limitations under applicable City Ordinances shall apply at all times to this Condominium.

Section 2. Amendments to Effectuate Modifications. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, the Unit or Units resulting from such realignment or consolidation shall be separately identified by number and the percentage of value as set forth in Article V hereof shall be adjusted so that all Units have equal percentages of value. Such amendment or amendments to the Master Deed shall also contain such further definitions of Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so modified and/or consolidated. 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 rerecording an entire Master Deed or the Exhibits hereto.

ARTICLE VII

CONVERTIBLE AREAS

Notwithstanding any other provision of the Master Deed or the Bylaws, Developer retains and may exercise rights of convertibility in accordance with Section 31 of the Act, any applicable local ordinances and regulations, and this Article; such changes in the affected Units and/or Common Elements shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed. No such changes shall be made, however, without the approval of the City of Novi. Subject to approval of the City of Novi, 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 do the following:

Section 1. Designation of Convertible Areas. All Units and Common Element areas are hereby designated as Convertible Areas within which: (a) the individual Units may be expanded or reduced in size, otherwise modified and/or relocated; and (b) Common Elements may be constructed, expanded or reduced in size, otherwise modified and/or relocated. Only the Developer or such person or persons to whom it specifically assigns the rights under this Article may exercise convertibility rights hereunder, subject at all times to the approval of the City of Novi and any other public agencies having jurisdiction and subject to the same requirements and limitations as set forth in Article VI, Section 1 of this Master Deed.

Section 2. The Developer's Right to Modify Units and/or Common Elements. The Developer reserves the right in Developer's sole discretion, from time to time, during a period ending six years from the date of recording this Master Deed, to enlarge, add, extend, diminish, delete and/or relocate Units, and to construct common and/or private amenities on all or any portion or portions of the Convertible Areas. The Developer shall also be entitled to convert General Common Element areas into Limited Common Elements or Units in such areas as it, in its sole discretion, may determine, subject only to approval by the City and any other governmental agencies having jurisdiction. The precise number, nature, size and location of Unit and/or Common Element additions, extensions and/or reductions and/or amenities which may be constructed and designated shall be determined by Developer in its sole judgment or any other person to whom it specifically assigns the right to make such determination subject only to necessary public agency approvals. Any private amenity other than a dwelling extension may be assigned by the Developer as a Limited Common Element appurtenant to an individual Unit. To the extent that Units are added to or deleted from the Condominium, it shall be deemed to be an expandable or contractable Condominium.

Section 3. Additional Amenities. The Developer may, in its sole discretion, construct various amenities including, but not limited to an entrance gate, jogging and/or walking paths, gazebos, picnic areas, or other common amenities of any nature (hereinafter called the "Amenities") and hereby reserves the right to do so anywhere within the General Common Element area described on the Condominium Subdivision Plan, in its sole discretion, subject only to the approval of the City. Developer shall pay the costs of such amenities, if constructed, pursuant to its sole election. Upon inclusion of the same in the Condominium, all Co-owners and all future Co-owners in Summerlin of Novi shall thereafter contribute to the maintenance, repair and replacement of the Amenities as an expense of administration of the Condominium. Developer has no obligation to construct any particular Amenities or include the same in the Condominium except pursuant to its absolute discretionary election to do so. Final determination of the design, layout and location of any such Amenities, if constructed, will be at the sole discretion of the Developer.

Section 4. Developer's Right to Grant Specific Right of Convertibility. The Developer shall have the authority to assign to the Owner of a particular Unit the right of future convertibility for a specific purpose. Such assignment shall be by specific written authority duly executed by the Developer prior to the completion of the Development and Sales Period and shall be granted only at the sole discretion of the Developer.

Section 5. Compatibility of Improvements. All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the development and structures on other portions of the Condominium Project, as determined by Developer in its sole discretion.

Section 6. Amendment of Master Deed. The exercise of rights of modification and/or convertibility in 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 or its assigns. The Developer shall be obligated to amend the Condominium

Subdivision Plan to show all changes in the Units resulting from exercise of convertibility rights pursuant to this Article VII. The Developer shall, however, have the right to close on the sale of a Unit, notwithstanding the fact that the Unit may not conform in size and/or shape to the depiction of the Unit on the Condominium Subdivision Plan, provided that a Consolidating Master Deed depicting the modified Unit is ultimately recorded as required by the Act and this Master Deed.

Section 7. Redefinition of Common Elements. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of Common Elements as may be necessary to adequately describe and service the modified Units, dwellings and appurtenances being included in the Project under this Article VII. 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. In the event a Co-owner exercises the right of convertibility described herein subsequent to Developer's final recording of a Consolidating Master Deed or other final amendment to the Master Deed, such Co-owner shall be responsible, at his or her expense, to cause the Association to prepare and record an amendment to the Master Deed depicting such changes made by Co-owner to the Unit and/or Common Elements.

Section 8. 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 this Article VII. 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 rerecording 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 VIII

EASEMENTS, RESERVATIONS, RESTRICTIONS AND ENABLEMENTS

Section 1. Easement for Utilities. There shall be easements to, through and over all portions of the land in the Condominium, including all areas lying within Unit boundaries, for installation and for the continuing existence, maintenance, repair, replacement and enlargement of or tapping into all utilities in the Condominium including, without limitation, placement of electrical transformers.

Section 2. Rights Retained by Developer.

(a) **Access Easements for Development Purposes.** The Developer reserves for the benefit of Developer, and Developer's successors and assigns, the right of unrestricted use of the Condominium roadways and all other Common Elements and all Units for the purposes of ingress and egress to and from all or any portion of the Condominium for purposes of development and marketing thereof and construction thereon.

(b) **Utility Easements for Development Purposes.** The Developer also hereby reserves for the benefit of itself, its successors and assigns, perpetual easements to utilize, tap, tie into, extend and enlarge all utilities located in the Condominium, including, but not limited to, water, gas, storm and sanitary sewer mains, if any. 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.

(c) **Granting Utility Rights to Agencies.** 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 and all Units and Common Elements therein 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 Exhibit B 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 amendments to this Master Deed as may be required to effectuate the foregoing grant of easements or transfers of title.

(d) **Dedication of Roads.** 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 General Common Elements, Units and appurtenant Limited Common Elements, if any, in Summerlin of Novi. 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 rights-of-way dedication. Summerlin of Novi shall be deemed to be a contractable Condominium in the event of such right-of-way dedication in order to effectuate the same. Nothing herein contained, however, shall be deemed to require that any such dedication shall occur. PROVIDED, HOWEVER, that no such dedication shall be made without the express approval of the City of Novi. After the Development and Sales Period, the right of dedication shall pass to the Association which the Association may exercise with an affirmative vote of two-thirds (2/3) of all Co-owners. Mortgagee consent shall not be required.

Section 3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such reasonable easements, 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.

Section 4. Developer and Association Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utility agencies or companies 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; 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 dwelling and all other appurtenances and improvements constructed or otherwise located within his or her Unit, it is nevertheless a matter of concern that a Co-owner may fail to properly maintain the exterior of his or her Unit 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, landscape or otherwise keep his or her Unit, the dwelling thereon or any improvements or appurtenances located therein, 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 dwelling within the Unit (including the exteriors of any structures located therein), its appurtenances and any landscaping, all at the expense of the Co-owner of the Unit. Neither the Developer nor the Association shall be liable to the Co-owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents 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 regular periodic 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 5. Utility Easements and Locations of Utility Installations. Various utility installations exist within the Units and are depicted on the Condominium Subdivision Plan. Perpetual easements exist and are hereby created in this Master Deed and otherwise in favor of all Units and the Owners thereof for the continued existence, maintenance, repair and replacement of such utilities, whether located above or below ground. Also, other utility mains (including, without limitation, natural gas, electric, telephone and cablevision conduits) may be installed by or at the instance of Developer across all Units to serve some or all other Units in the Condominium.

Developer reserves the right to create all such easements and to install or cause to be installed any and all utilities within and across all Units in such locations as Developer may elect, in Developer's sole and absolute discretion and, further, to tap into, extend and enlarge such utilities as may be necessary, in Developer's judgment. All Units shall be convertible by Developer to any extent necessary to create Common Elements and easements in furtherance of the rights reserved in this Section 5.

Section 6. Surface Easements for Storm Drainage. There shall exist easements over the surfaces of all Units and Common Elements for purposes of providing storm water drainage and retention or detention as may be required by the City. No Co-owner shall disturb the grade or otherwise modify the areas within such easements in any way so that the storm water drainage designed for the Condominium Premises shall be unimpeded. Each Co-owner shall, however, be solely responsible for installing, maintaining, repairing and replacing landscaping materials located within any open storm drainage easement areas lying within such Co-owner's Unit except as the same may be necessitated by the actions of the Association or any public agency having jurisdiction in which event the Association or the public agency, as the case may be, shall repair and/or replace any landscaping materials disturbed by their respective activities.

Section 7. Emergency Vehicle Access Easement. There shall exist for the benefit of the City of Novi or other emergency or public service agency or authority, an easement over all roads in the Condominium for use by the emergency and/or service vehicles of the City of Novi or such agencies. The easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, school bus and mail or package delivery, and other lawful governmental or private emergency or other reasonable and necessary 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. If and when the roads in the Condominium are dedicated to the public, this Section shall cease to have any further force or effect.

Section 8. Roads. The roads and related improvements as referenced in Article IV, Section 1(b) as shown on the Condominium Subdivision Plan and/or installed by the Developer or the Association shall be regularly maintained (including, without limitation, snow plowing), replaced, repaired and resurfaced as necessary by the Association until dedication thereof to the City. Until such time, it is the Association's responsibility to inspect and to perform preventative maintenance of the Condominium roads on a regular basis in order to maximize their useful life and to minimize repair and replacement costs. Until dedication, the entire road system shall be maintained by the Association in such manner as will allow reasonable and unobstructed access throughout the Condominium. In the event that the Association fails to provide adequate maintenance, repair, replacement and/or snow plowing of the roads prior to dedication, the City of Novi may serve written notice of such failure upon the Association. Such written notice shall contain a demand that the deficiencies of maintenance, repair, replacement and/or snow plowing be cured within a stated reasonable time period. If such deficiencies are not cured, the City of Novi may undertake such maintenance, repair, replacement and/or snow plowing and the costs thereof may be assessed against the Co-owners and collected as a special assessment on the next annual City of Novi tax roll. If and when the roads in the Condominium are dedicated to the public, this Section shall cease to have any further force or effect.

Section 9. Storm Water Detention Areas and Storm Water Drainage System. All costs of maintenance, repair and replacement of the storm water detention area and the storm water drainage system of the Condominium shall be borne by the Association and the Association shall, at all times, keep such system in good repair and in accordance with such standards as the City of Novi may impose from time to time and in accordance with the Storm Water Management Agreement with respect thereto as recorded contemporaneously herewith. In the event that the Association fails to provide adequate maintenance, repair and replacement thereof, the City of Novi may serve written notice of such failure upon the Association. Such written notice shall contain a demand that the deficiencies of maintenance, repair and replacement be cured within a stated reasonable time period. If such deficiencies are not cured, the City of Novi may undertake such maintenance, repair, replacement and the costs thereof may be assessed against the Co-owners and collected as a special assessment on the next annual City of Novi tax roll all as provided in Article IV, Section 3(b)(ii) of this Master Deed. If and when the storm water detention areas and/or the storm water drainage system is/are dedicated to the public, this Section shall cease to have any effect. There shall exist an easement in favor of the City for access, maintenance, repair and replacement in furtherance of all of the foregoing purposes. In addition, there shall exist an easement in favor of the lots in the adjoining North Haven Woods Subdivision for the use of the storm water detention basin in the easterly corner of the Condominium pursuant to the terms and provisions of various recorded instruments establishing the same by recordation thereof contemporaneously with the recording of this Master Deed. The administration and sharing of costs relative thereto shall be as set forth in said recorded instruments.

Section 10. Non Access Greenbelt Easement. There shall be a twenty (20) foot wide non-access greenbelt easement over the rear portions of Units 1,2,3, 21, 22 and 23 as depicted on the Condominium Subdivision Plan. The five (5) foot berm within the easement shall be installed by the Developer but the Owner of each such Unit shall be responsible for the initial landscaping thereof and continued maintenance of landscaping thereafter. The configuration of the berm lying within the easement shall not be modified without approval of the City. There shall be no vehicular access to West Park Drive from the Units referenced in the first sentence of this Section 10.

Section 11. Sanitary Sewer Easements. There shall exist perpetual easements for the installation, maintenance, repair and replacement of sanitary sewers as depicted on the Condominium Subdivision Plan attached hereto as Exhibit B in favor of the City of Novi and the Oakland County Drain Commissioner (hereinafter collectively referred to as "Grantee"), and Grantee's successors, assigns and transferees, in, over, under and through the Condominium, which easements may not be amended or revoked except with the written approval of Grantee, and which contain the following terms and conditions and grant the following rights:

(a) **Purpose of Easements.** The easements shall be for the purposes of developing, establishing, constructing, repairing, maintaining a sanitary sewer system, or related appurtenances, in any size, form, shape or capacity.

(b) **Assignment and Transfer.** The grantee shall have the right to sell, assign, transfer or convey these easements to any other governmental unit

(c) **Permanent Structures on Easements Prohibited.** No owner in the condominium complex shall build or convey to others any permission to build any permanent structures on the said easements.

(d) **Impairment of Grantee's Rights.** No owner in the Condominium shall build or place on any areas covered by the easements any other type of structure, fixture or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either actually or threaten to impair, obstruct, or adversely affect the rights of Grantee under said easements.

(e) **Grantee's Right of Entry.** The Grantee and the agents, contractors and designated representatives of Grantee shall have rights-of-entry on, and the right to gain access to, the easement areas and properties.

(f) **Release of Claims.** All Owners in the Condominium release Grantee and its successors, assigns or transferees from any and all claims to damages in any way arising from or incident to the construction and maintenance of a sanitary sewer system or otherwise arising from or incident to the exercise by Grantee of its rights under the said easements, and all Owners covenant not to sue Grantee for any such damages.

(g) **Amendment.** The rights granted to the Grantee and the successors and assigns of Grantee under this Section 11 of the Master Deed may not be amended without the express written consent of the Grantee hereunder. Any purported amendment or modification of the rights granted hereunder shall be void and without legal effect unless agreed to in writing by the Grantee, its successors or assigns.

Section 12. Occupation Easements. There shall exist certain Occupation Easements for existing fences and a garage along the southerly boundary of the Condominium Premises as depicted on Exhibit B hereto and as may be more particularly described in separate instruments recorded contemporaneously herewith.

Section 13. Woodlands and Open Space Conservation Easement. There shall exist a woodlands and open space conservation easement in favor of the City over the Condominium Premises as depicted on Exhibit B hereto as more particularly described in the Woodlands and Open Space Conservation Easement recorded contemporaneously herewith and the Association shall maintain and preserve the same in accordance with said Easement and subject to the requirements and provisions of Article IV, Section 3(b)(ii) of this Master Deed.

ARTICLE IX

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. The Developer may, without such consent, modify the Unit and Limited Common Elements appurtenant to any Unit to make adjustments for survey errors or to take into account topographic conditions of the Unit or the Limited Common Elements of the Unit or as elsewhere herein provided.

Section 2. Mortgagee. Amendments shall require the approval of first mortgagees only if and to the extent required by Section 90a of the Act.

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. Except as otherwise provided in this Master Deed, 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 first 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 100% of non-Developer Co-owners.

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. Amendments for Secondary Market Purposes. The Developer or Association may amend the Master Deed or Bylaws to facilitate mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development, Michigan State Housing Development Authority or by any other institutional participant in the secondary mortgage market which purchases or insures mortgages. The foregoing amendments may be made without the consent of Co-owners or mortgagees.

Section 8. Consent of The City of Novi Required. Any provision of the Condominium Documents to the contrary notwithstanding, no provision of the Condominium Documents that specifically grants any right of approval or other right to the City of Novi shall be amended or revoked without the written approval of the City of Novi, its successors or assigns. The City's right of written approval shall include, without limitation, any modification(s) to Article IV, Section 3(b) (ii) and Article VIII, Sections 8, 9 and 13 of this Master Deed..

ARTICLE X

ASSIGNMENT

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

[Signature and acknowledgment appear on next page]

IN WITNESS WHEREOF, the Developer has caused this Master Deed of SUMMERLIN OF NOVI to be executed on its behalf on this 12th day of August, 2002.

FPC-SUMMERLIN, L.L.C.
a Michigan limited liability company

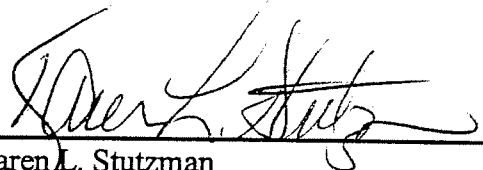
By: Franklin Property Corporation, a
Michigan corporation, Managing Member

By: 

Andrew T. Milia, President

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 12th day of August, 2002, the foregoing Master Deed was acknowledged before me by Andrew T. Milia, President of Franklin Property Corporation, a Michigan corporation, Managing Member of FPC-Summerlin, L.L.C., a Michigan limited liability company, on behalf of the corporation and the limited liability company.



Karen L. Stutzman
Notary Public, Oakland County, Michigan
My commission expires: August 21, 2006

Master Deed drafted by:
William T. Myers of MYERS NELSON DILLON & SHIERK, PLLC
40701 Woodward Ave., Suite 235
Bloomfield Hills, Michigan 48304
When recorded, return to drafter