



CITY of NOVI CITY COUNCIL

**Agenda Item H
March 25, 2013**

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Toll MI II Limited Partnership for the Island Lake of Novi – Phase 5C residential project located at Ten Mile Road and Terra Del Mar Drive (parcels 22-19-451-001 through -022).

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division *BT*

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

Toll MI Limited Partnership requests approval of a Storm Drainage Facility Maintenance Easement Agreement for the Island Lake of Novi – Phase 5C residential project located on the north of Ten Mile Road and east of Terra Del Mar Drive, as shown on the attached map.

The Storm Drainage Facility Maintenance Easement Agreement is a requirement of the Storm Water Management Ordinance and details the responsibilities of the property owner to properly maintain their privately owned on-site storm water system. In this case, the property owner is currently Toll Brothers, Inc., but eventually will become the Island Lake of Novi – Phase 5C (The Orchards) Homeowner’s Association. The agreement also contains a provision that permits the City to perform maintenance on the privately owned on-site storm water system should the property owner fail to do so at the expense of the property owner.

The enclosed agreement has been favorably reviewed by City Staff and the City Attorney (Beth Saarela's June 5, 2012 letter, attached) and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Toll MI II Limited Partnership for the Island Lake of Novi – Phase 5C residential project located at Ten Mile Road and Terra Del Mar Drive (parcels 22-19-451-001 through -022).

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Fischer				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Wrobel				

ISLAND LAKE OF NOVI - PHASE 5C

Location Map



Map Author: Aaron J. Staup
Date: March 2013
Project: SDFMEA Location Map
Version #: 1

Storm Drainage Facility Construction
Estimation Software (SDFMEA)

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

0 105 210 420 630 840 Feet



City of Novi

Engineering Division
Department of Public Services
26300 Delwal Drive
Novi, MI 48375
cityofnovi.org

JOHNSON | ROSATI | SCHULTZ | JOPPICH

A Professional Corporation

34405 W. Twelve Mile Road Suite 200 ~ Farmington Hills, Michigan 48331-5627
Phone: 248.489.4100 / Fax: 248.489.1726
www.johnsonrosati.com

Elizabeth Kudla Saarela
esaarela@jrslaw.com

June 5, 2012

Rob Hayes, Public Services Director
City of Novi, Department of Public Services
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

**Re: Island Lake 5C, SP04-65
Storm Drainage Facility Maintenance Easement Agreement
Our File No. 660037.NOV1**

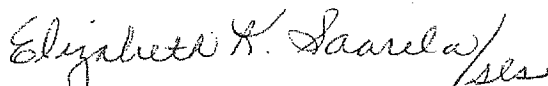
Dear Mr. Hayes:

We have received and reviewed, and enclosed please find, the Storm Drainage Facility Maintenance Easement Agreement for storm water facilities serving Phase 5C of the Island Lake Residential Unit Development. The Storm Drainage Facility Maintenance Easement Agreement amends the previously approved and recorded Storm Drainage Facility Maintenance Easement Agreement for Island Lake by adding land to the existing Agreement. The exhibits have been reviewed and approved by the City's consulting engineer. The Storm Drainage Facility Maintenance Easement Agreement is in order and may be placed on an upcoming City Council Agenda for approval. Once approved and executed by the City, the Agreement should be recorded with Oakland County Records by the City Clerk's Office.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.



Elizabeth Kudla Saarela

Rob Hays, Public Services Director
June 5, 2012
Page 2

Cc: Maryanne Comelius, Clerk (w/Original Enclosures)
Marina Neumaier, Assistant Finance Director (w/Enclosures)
Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, Deputy Community Development Director (w/Enclosures)
Sheila Weber, Treasurer's Office (w/Enclosures)
Kristin Pace, Treasurer's Office (w/Enclosures)
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)
Sarah Marchioni, Building Permit Coordinator (w/Enclosures)
David Beschke, Landscape Architect (w/Enclosures)
Crystal Sapp and Ted Meadows, Spalding DeDecker (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Scott Mirkes, Esquire (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

STORM DRAINAGE FACILITY
MAINTENANCE AGREEMENT (THIRD AMENDMENT)

THIS THIRD AMENDMENT TO AGREEMENT ("Third Amended and Restated Agreement") is made as of this ____ day of May, 2012 and between TOLL MI II LIMITED PARTNERSHIP, a Michigan limited partnership whose address is 46670 Six Mile Road, Northville, Michigan 48168 (hereinafter the "Owner"), ISLAND LAKE ORCHARDS ASSOCIATION, a Michigan non-profit corporation whose address is 46670 Six Mile Road, Northville, Michigan 48168 (hereinafter the "Condominium Association"), ISLAND LAKE OF NOVI COMMUNITY ASSOCIATION, a Michigan non-profit corporation whose address is 46670 Six Mile Road, Northville, Michigan 48168 (hereinafter the "Community Association") and the City of Novi, a municipal corporation, and its successors, assigns, or transferees, whose address is 45175 W. Ten Mile Road, Novi, MI 48375 (hereinafter the "City"). (The aforesaid Condominium Association and Community Association are collectively referred to herein from time to time as the "Associations").

RECITATIONS:

A. Whereas Owner is the owner and developer of a certain parcel of land situated in Section 19 of the City of Novi, Oakland County, Michigan and described in the attached Exhibit A; said land comprising "Phase 5C" of the Island Lake of Novi Residential Unit Development (the "Island Lake RUD"). Owner has received final site plan approval for the development of a number of site condominium units on Phase 5C which have been established by the expansion of an existing condominium known as Island Lake Orchards, Oakland County Subdivision Plan No. 1552 ("Island Lake Orchards").¹

B. Whereas the Owner and the Associations have previously executed a certain Storm Drainage Facility Maintenance Agreement (Second Amendment), said document having been recorded on April 28, 2006 in Liber 37483, Pages 559 through 571, both inclusive, Oakland County Records, which amended and restated a certain Storm Water Drainage Maintenance Agreement (First Amendment) executed by the parties and recorded in the Oakland County Records, for the purpose of delineating the rights and responsibilities of the parties with regard to certain storm drainage, detention and/or retention facilities for other land already included in Island Lake Orchards; said Storm Drainage Facility Maintenance Agreement (Second

¹ The land described in the attached Exhibit A as being included in Phase 5A of the Island Lake RUD also includes land previously designated as Phase 4B-3 of the Island Lake of Novi RUD.

Amendment) (the "Second Amended and Restated Agreement") having been recorded in the Oakland County Records. The land subject to the Second Amended and Restated Agreement is also described in the attached Exhibit A and comprises portions of Phases 4A and 5A as well as Phase 4B-1, Phase 4B-2 and Phase 5B of the Island Lake RUD.

C. Whereas the parties are desirous of now amending and restating the Second Amended and Restated Agreement to subject to the terms of that document all of the land included in Island Lake Orchards with the expansion of the development to include Phase 5C of the Island Lake RUD. For purposes of this Third Amended and Restated Agreement, the term "Property" shall mean and refer to all of the land described in the attached Exhibit A; said land including the land previously included in Island Lake Orchards and the land added to Island Lake Orchards with the expansion of that development to include Phase 5C of the Island Lake RUD as described in the attached Exhibit A.

NOW, THEREFORE, the Owner, hereby covenants and agrees that the Owner until the transition of control, and the Associations thereafter, shall, at its or their own expense, perpetually preserve, maintain, and repair all storm drainage, detention and retention facilities, including all wetlands which are part of the system, to insure that the same continue to function as intended. The Owner and/or Associations shall establish a regular and systematic program of maintenance (the "Maintenance Program") for such facilities and areas to insure that the physical condition and intended function of such areas and facilities shall be preserved and maintained. The elements of the Maintenance Program and the detailed annual estimated budgets for the initial three (3) years are included in the attached Exhibit B.

In the event that the Owner and/or the Associations shall at any time fail to carry out the responsibilities specified within this agreement, and/or in the event of a failure to preserve and/or maintain the storm water drainage, detention and retention facilities in reasonable order and condition, the City may serve written notice upon the Owner and/or the Associations setting forth the deficiencies in maintenance and/or preservation along with a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place for a hearing before the City for the purpose of allowing Owner and/or the Associations an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligation which has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If, following such hearing, the person conducting the hearing shall determine that the obligation has not been fulfilled or failure corrected within the time specified in the notice, as determined by the City in its reasonable discretion, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents or contractors to enter the Property and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate or necessary. The City shall have a route of access to the areas to be maintained as shown on Exhibit C attached hereto. The cost and expense of making and financing such actions by the City, plus an administrative fee in an amount equivalent to twenty-five (25%) percent of the total of all such costs and expenses incurred, shall be paid by Owner and/or the Condominium Association or Community Association (whichever Association has failed to perform its maintenance obligations) within thirty (30) days of a billing to the Owner or the appropriate Association. All unpaid amounts may be placed on the delinquent tax roll of the

City, pro rata, as to each lot, and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Owner or the appropriate Association and, in such event, the Owner and/or the appropriate Association shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

The parties hereto make this Agreement on behalf of themselves, their heirs, successors, assigns and transferees, and hereby warrant that they have the authority and capacity to execute this Agreement and bind the Property as described to the terms and conditions of this Third Amended and Restated Agreement.

The Owner, as the Developer of Island Lake Orchards, shall be responsible for the maintenance, repair, and replacement of the storm drainage, detention and/or retention facilities and the related improvements and structures at its cost and expense as part of the improvements required for the operation and development of the Condominium; provided that each of the Associations shall automatically assume their respective obligations with respect to the maintenance, repair and replacement of the facilities upon the turnover of control of the Association by the Owner to (i) the non-developer owners of units in the Condominium pursuant to the Condominium Act, with respect to the Condominium Association, and (ii) to the non-developer owners of condominium units within the Island Lake of Novi Community pursuant to the Island Lake of Novi Community Association Declaration of Covenants and Restrictions, as amended, with respect to the Community Association. (The Owner and the appropriate Association shall both have the right to include the costs and expenses of maintaining, repairing and replacing the Off-Site Detention Pond and related improvements and structures in the administrative expenses of the appropriate Association, which are in turn to be defrayed by assessments charged to the units in the Condominium and/or the units in the Island Lake of Novi Community, as appropriate.) The Owner shall be relieved of any and all responsibility with respect to the maintenance, repair and replacement of the storm drainage, detention and/or retention facilities and related improvements and facilities upon the assumption of those responsibilities by the Associations pursuant to this paragraph.

Invalidation of any of these covenants or conditions by Judgment or Court Order shall in no way affect the validity of any other provision which shall remain in full force and effect.

This Third Amended and Restated Agreement shall run with the land and be binding upon all owners, their agents, heirs, successors, assigns and transferees.


This Third Amended and Restated Agreement includes all of the understandings and agreements that were included in the Second Amended and Restated Agreement. This Third Amended and Restated Agreement supersedes the Second Amended and Restated Agreement in its entirety.

IN WITNESS THEREOF, Owner and/or Association have executed this Third Amended and Restated Agreement as at the day and year first above set forth.

"Owner" and "Developer"

TOLL MI II LIMITED PARTNERSHIP, a Michigan limited partnership

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

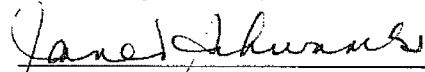
By: 

Michael Noles

Its: Vice President

"Condominium Association"

ISLAND LAKE ORCHARDS ASSOCIATION, a Michigan non-profit corporation

By: 

Janet Schwamb

Its: President

"Community Association"

ISLAND LAKE OF NOVI COMMUNITY ASSOCIATION, a Michigan non-profit corporation

By: 

Jason Minock

Its: President

[Signatures continued on next page.]

"City"

CITY OF NOVI, a municipal corporation

By: _____
Bob Gatt
Its: Mayor

-and-

By: _____
Maryanne Cornelius
Its: City Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

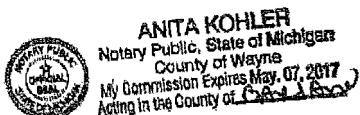
The foregoing instrument was acknowledged before me this 15th day of May, 2012, by Michael Noles, Vice President of Toll MI GP Corp., a Michigan corporation, the General Partner of Toll MI II Limited Partnership, a Michigan limited partnership, on behalf of the limited partnership.

Marilee S. Steinhilber
Marilee S. Steinhilber, Notary Public
Oakland County, Michigan
My commission expires: 12-23-17
Acting in Wayne County

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)


The foregoing instrument was acknowledged before me this 24 day of May, 2012, by Janet Schwamb, as the President of Island Lake Orchards Association, a Michigan non-profit corporation, on behalf of the corporation.

[Signature]
Notary Public
Wayne ~~Oakland~~ County, Michigan
My Commission Expires: 05/07/2017
Acting in Oakland County



STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 16th day of May, 2012, by Jason Minock, as the President of Island Lake of Novi Community Association, a Michigan non-profit corporation, on behalf of the corporation.



Marilee S. Steinhilber, Notary Public
Oakland County, Michigan
My commission expires: 12-23-17
Acting in Wayne County

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of May, 2012, by Bob Gatt and Maryanne Cornelius, respectively the Mayor and City Clerk of the City of Novi, a municipal corporation, on behalf of the City.

Notary Public
Oakland County, Michigan
My Commission Expires:
Acting in _____ County

DRAFTED BY AND WHEN RECORDED RETURN TO:

Scott I. Mirkes, Esq.
Jackier Gould, P.C.
121 West Long Lake Road, Suite 200
Bloomfield Hills, MI 48304-2719

J:\2351\7\00151366.DOC

EXHIBIT A

Land Included in Island Lake Orchards as Expanded to Include Phase 5C of Island Lake of Novi RUD

Five parcels of land located within the City of Novi, Oakland County, Michigan and legally described as follows:

Initial Phase of Island Lake Orchards (Portions of Phases 4A and 5A of Island Lake RUD)

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.

Phase 4B-1 of Island Lake of Novi RUD

A part of the Southeast 1/4 and the Northwest 1/4 and the Southwest 1/4 of Section 19, Town 1 North, Range 8 East, City of Novi, Oakland County Michigan, being more particularly described as commencing at the Southwest Corner of said Section 19; thence North 86°21'12" East, 1606.86 feet, along the South line of said Section 19 and the centerline of Ten Mile Road to the POINT OF BEGINNING; thence North 02°20'47" West, 1326.96 feet; thence North 51°22'10" East, 170.24 feet; thence South 86°15'47" East, 129.33 feet; thence North 78°22'31" East, 179.54 feet; thence North 25°01'54" West, 164.09 feet; thence North 25°01'23" West, 60.00 feet; thence 38.57 feet along a curve to the left, said curve having a radius of 271.26 feet, a

central angle of 08°08'51", and a chord bearing and distance of North 60°54'12" East, 38.54 feet; thence North 32°32'48" West, 145.00 feet; thence South 70°44'06" West, 63.44 feet; thence North 80°07'28" West, 62.50 feet; thence North 51°10'10" West, 62.50 feet; thence North 22°12'52" West, 62.50 feet; thence North 09°35'52" West, 327.78 feet; thence North 01°07'28" East, 169.39 feet; thence North 01°55'29" West, 60.00 feet; thence 31.44 feet along a curve to the right, said curve having a radius of 530.00 feet, a central angle of 03°23'56", and a chord bearing and distance of North 89°46'29" East, 31.44 feet; thence North 01°28'27" East, 155.00 feet; thence North 06°03'27" East, 42.46 feet; thence North 06°03'27" East, 44.31 feet; thence North 34°16'58" East, 138.33 feet, to the Southerly line of "Island Lake Shores South", Oakland County Condominium Plan No. 1553, master deed recorded in Liber 30468, Pages 690 through 772, both inclusive, Oakland County Records [really original phase of Island Lake Orchards; not Shores South- GWD]; thence South 77°39'21" East, 134.31 feet, along the Southerly line of said "Island Lake Shores South"; thence South 38°14'52" East, 140.82 feet, along the Southerly line of said "Island Lake Shores South"; thence South 38°14'52" East, 10.81 feet, along the Southerly line of said "Island Lake Shores South"; 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, along the Southerly line of said "Island Lake Shores South"; thence South 51°16'38" East, 86.00 feet, along the Southerly line of said "Island Lake Shores South"; thence South 18°03'06" East, 206.23 feet, along the Southerly line of said "Island Lake Shores South"; thence South 07°56'50" East, 86.94 feet, along the Southerly line of said "Island Lake Shores South"; thence South 26°05'02" East, 78.33 feet, along the Southerly line of said "Island Lake Shores South"; thence South 39°00'39" East, 417.50 feet, along the Southerly line of said "Island Lake Shores South"; thence North 68°19'52" East, 73.39 feet, along the Southerly line of said "Island Lake Shores South"; thence North 88°48'51" East, 135.72 feet, along the Southerly line of said "Island Lake Shores South"; thence South 72°03'09" East, 31.33 feet, along the Southerly line of said "Island Lake Shores South"; thence South 72°03'09" East, 105.51 feet, along the Southerly line of said "Island Lake Shores South"; thence South 52°59'53" East, 134.61 feet, along the Southerly line of said "Island Lake Shores South"; thence South 34°01'20" East, 135.72 feet, along the Southerly line of said "Island Lake Shores South"; thence South 52°30'55" East, 24.93 feet, along the Southerly line of said "Island Lake Shores South"; thence South 22°51'21" East, 130.93 feet, along the Southerly line of said "Island Lake Shores South"; thence South 03°33'08" East, 106.11 feet, along the Southerly line of said "Island Lake Shores South"; 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), to the POINT OF BEGINNING. All of the above containing 49.595 acres. All of the above being subject to easements restrictions and right-of-ways of record. All of the above being subject the rights of the public in Ten Mile Road.

Phase 5B of Island Lake of Novi RUD*

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", O.C.C.P. NO. 1413 as recorded in Liber 24741, Page 326-406, as amended, Oakland County Records, to the POINT OF BEGINNING; thence North 86°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" 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" condominium; thence South 55°28'17" East, 60.00 feet, along the boundary of said proposed "Island Lake Shores South" condominium; 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" condominium; thence South 41°08'49" East, 13.19 feet, along the boundary of said proposed "Island Lake Shores South" condominium; 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 34°16'58" West, 138.33 feet; thence South 06°03'27" West, 44.31 feet, (said point being North 86°22'40" East, 1774.38 feet from the West 1/4 Corner of said Section 19); thence South 06°03'27" West, 42.46 feet; thence South 01°28'27" West, 155.00 feet; thence 31.44 feet along a curve to the left, said curve having a radius of 530.00 feet, a central angle of 03°23'56", and a chord bearing and distance of South 89°46'29" West, 31.44 feet; thence South 01°55'29" East, 60.00 feet; thence South 01°07'28" West, 169.39 feet; thence South 09°35'52" East, 327.78 feet; thence South 22°12'52" East, 62.50 feet; thence South 51°10'10" East, 62.50 feet; thence South 80°07'28" East, 62.50 feet; thence North 70°44'06" East, 63.44 feet; thence South 32°32'48" East, 145.00 feet; thence 38.57 feet along a curve to the right, said curve having a radius of 271.26 feet, a central angle of 08°08'51", and a chord bearing and distance of South 60°54'12" West, 38.54 feet; thence South 25°01'23" East, 60.00 feet; thence South 25°01'54" East, 164.09 feet; thence South 78°22'31" West, 179.54 feet; thence North 86°15'47" West, 129.33 feet; thence South 51°22'10" West, 170.24 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. All of the above containing 88.439 acres. All of the above being subject to easements restrictions and right-of-ways of record. All of the above being subject the rights of the public in Napier Road.

The above described Phase 5B includes land previously referred to as Phase 4B-3 of the Island Lake of Novi RUD.

Phase 4B-2 of the Island Lake of Novi RUD

A part of and Southeast 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, to the Southerly boundary of "Island Lake Orchards" condominium, O.C.C.P. No. 1552, as recorded in Liber 30468, Pages 611 through 689, as amended, Oakland County Records; thence South 86°23'50" West, 14.33 feet, along the Southerly boundary of said "Island Lake Orchards" condominium, to the Southerly boundary of "Island Lake Shores South" condominium, O.C.C.P. No. 1553, as recorded in Liber 30468, Pages 690 through 772, as amended, Oakland County Records; thence the following six (6) courses along the boundary of said "Island Lake Shores South" condominium: (1) thence South 48°03'36" West, 123.45 feet; (2) and 480.93 feet along a curve to the left, said curve having a radius of 668.00 feet, a central angle of 41°15'00", and a chord bearing and distance of South 68°41'06" East, 470.61 feet; (3) and 193.99 feet along a curve to the right, said curve having a radius of 707.00 feet; a central angle of 15°43'17", and a chord bearing and distance of South 81°26'58" East, 193.39 feet; (4) and South 73°35'19" East, 157.82 feet; (5) and 104.68 feet along a curve to the left, said curve having a radius of 543.00 feet, a central angle of 11°02'45", and a chord bearing and distance of South 79°06'42" East, 104.52 feet; (6) and South 84°38'04" East, 286.30 feet, to the Westerly right-of-way of Wixom Road; thence South 05°17'47" West, 119.92 feet, along the Westerly right-of-way of said Wixom Road; thence 84.66 feet along a curve to the left, said curve having a radius of 693.00 feet, a central angle of 07°00'00" and a chord bearing and distance of South 01°47'47" West, 84.61 feet, along the Westerly right-of-way of said Wixom Road; thence South 01°42'13" East, 112.80 feet, along the Westerly right-of-way of said Wixom Road; thence South 88°17'56" West, 17.00 feet; thence South 59°02'27" West, 345.32 feet; thence South 25°56'15" East, 423.30 feet, to the POINT OF BEGINNING. All of the above containing 26.523 acres. All of the above being subject to easements restrictions and right-of-ways of record. All of the above being subject the rights of the public in Ten Mile Road and Wixom Road.

Phase 5C of the Island Lake of Novi RUD:

A part of the Southeast 1/4 and the Southwest 1/4 of Section 19, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the South 1/4 Corner of said Section 19 for a Point of Beginning; thence South 86° 21' 12" West 38.00 feet (previously described as South 89° 18' 00" West), along the South line of said Section 19 and the centerline of Ten Mile Road, to the Southeast corner of "Island Lake Orchards", Oakland County Condominium Plan No. 1552, as recorded in Liber 30468, Page 611 through 689, as amended, (said point being North 86° 21' 12" East, 2592.36 feet, from the Southwest Corner of said Section 19); thence North 02° 20' 47" West, 1326.96 feet, along the Easterly line of said "Island Lake Orchards", (previously described as North 00° 33' 20" East); thence North 86° 21' 12" East, 38.00 feet, along the Southerly line of said "Island Lake Orchards", (previously described as North 89° 18' 00" East), to a point on the North and South 1/4 line of said Section 19, (said point being South 02° 20' 47" East, 1306.18 feet, from the Center of said Section 19); thence North 86° 25' 23" East, 297.38 feet, along the Southerly line of said "Island Lake Orchards", (previously described as North 89° 24' 00" East, 296.21 feet); thence South 01° 52' 19" East, 1327.19 feet, along the Southerly line of said "Island Lake Orchards" and an extension thereof, (previously described as South 00° 58' 48" West), to a point on the South line of said Section 19, (said point being South 86° 24' 49" West, 2360.31 feet, from the Southeast Corner of said Section 19); thence South 86° 24' 49" West, 286.39 feet, (previously described as South 89° 24' 00" West), along the South line of said Section 19 and the centerline of said Ten Mile Road, to the Point of Beginning. All of the above containing 10.047 Acres. All of the above being subject to the right of the public in Ten Mile Road. All of the above being subject to easements, restrictions and right-of-ways of records.

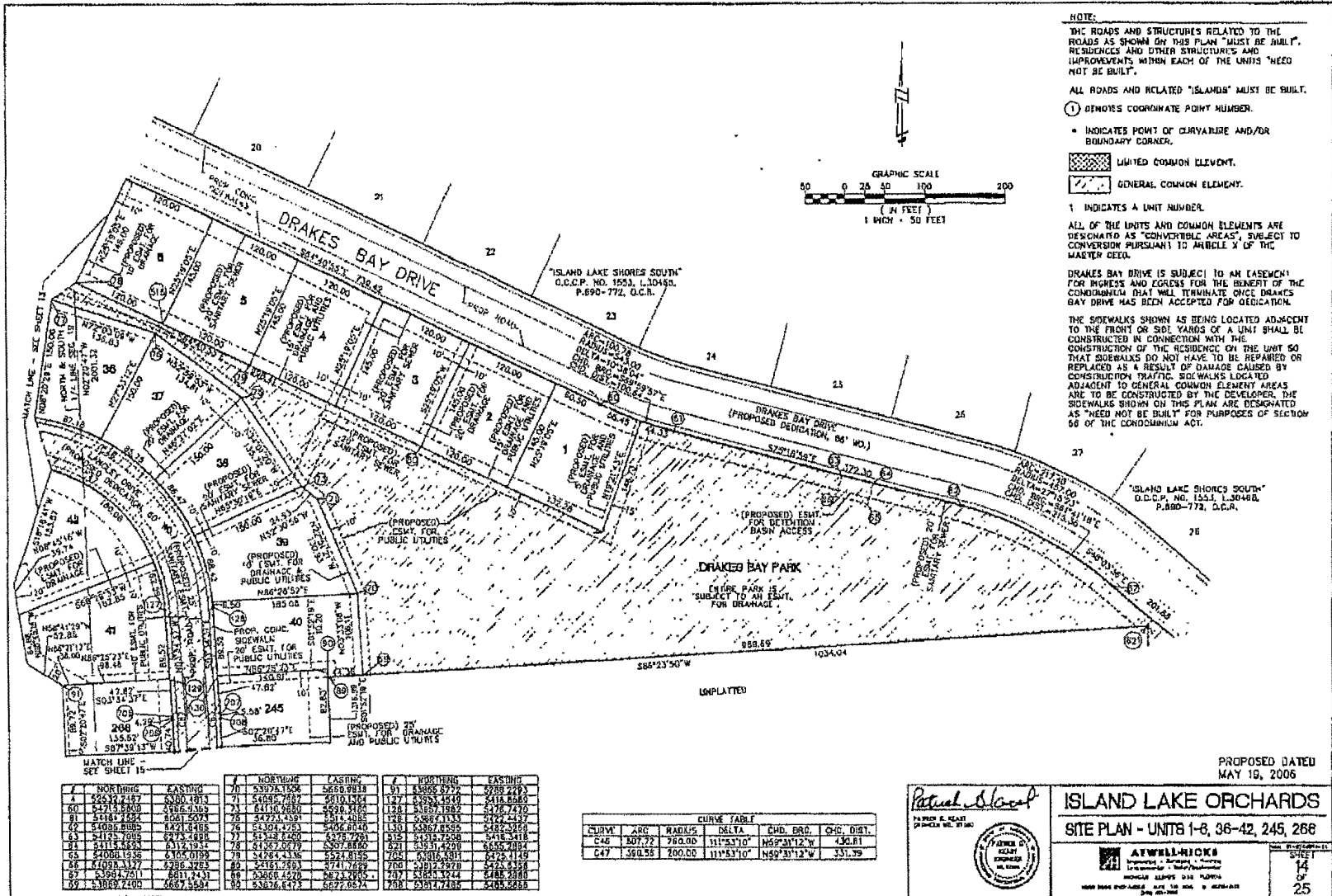
Note: The five parcels legally described above have all been included in Island Lake Orchards and are legally described as follows:

Units 1 through 266, both inclusive, Island Lake Orchards, Oakland County Condominium Subdivision Plan No. 1552, as established by the recording of the Master Deed thereof at Liber 30468, Pages 611 through 689, both inclusive, Oakland County Records; as amended by the First Amendment to Master Deed thereof recorded at Liber 31833, Pages 132 through 150, both inclusive, Oakland County Records, the Second Amendment to Master Deed thereof recorded at Liber 31833, Pages 132 through 150, both inclusive, Oakland County Records, the Third Amendment to Master Deed thereof recorded at Liber 36379, Pages 520 through 543, both inclusive, Oakland County Records and the Fourth Amendment to Master Deed thereof recorded at Liber 38053, Pages 20 through 45, both inclusive, Oakland County Records; together with the limited and common elements appurtenant thereto.

Exhibit B

<u>Storm Water Facility</u>	<u>Maintenance Action</u>	<u>Corrective Action</u>	<u>Annual Estimated Cost for Maintenance & Repairs</u>		
			<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
Storm Sewer/Open Channels	After each storm that meets or exceeds a 10-year storm event, check for piping around culverts or erosion adjacent to culverts. Ensure culverts are not collapsed or clogged.	Implement energy dissipation measures as necessary to prevent erosion. Remove sediment and debris from channels and culverts. Replace collapsed culverts.	\$300	\$315	\$330
Detention Basins	Remove sediment every five to ten years or as necessary. Remove debris & excessive algae. Check for eroded basin banks.	Implement soil stabilization measures to stop erosion of banks. Repair eroded banks.	\$1,500	\$1,575	\$1,650
Buffer Strips	Periodically inspect to ensure vegetative cover prevents erosion.	Implement energy dissipation measures to prevent erosion.	\$600	\$630	\$660
Sediment Basin	Every three months, check depth of sediment. Check basin for piping, seepage, or mechanical damage. Check for soil caking around standpipes. Ensure outfall is not causing erosion.	Remove sediment that accumulates to no more than 50% of basin volume. Remove caking from around standpipe. Implement energy dissipation measures to prevent erosion. Repair basin or outfall erosion.	\$800	\$840	\$880
Oil & Gas Separators	After each storm that meets or exceeds a 10-year storm event, inspect & clean out as necessary.	Remove sediment and debris clogging sediment tank.	\$2,000	\$2,100	\$2,210
Total:			\$5,200	\$5,460	\$5,730

EXHIBIT C

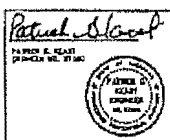


NOTE:
 THE ROADS AND STRUCTURES RELATED TO THE ROADS AS SHOWN ON THIS PLAN "MUST BE BUILT". RESIDENCES AND OTHER STRUCTURES AND IMPROVEMENTS WITHIN EACH OF THE UNITS "NEED NOT BE BUILT".
 ALL ROADS AND RELATED "ISLANDS" MUST BE BUILT.
 (1) DENOTES COORDINATE POINT NUMBER.
 * INDICATES POINT OF CURVATURE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

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

NORTHING	EASTING	NORTHING	EASTING	NORTHING	EASTING
60	52530.2187	5800.4913	70	53926.1506	5859.8918
61	54113.1800	5958.3100	71	54950.7897	5910.1584
62	54185.2824	6061.5074	72	54723.4581	6014.4088
63	54086.8885	6121.6468	73	54304.4753	6106.6040
64	54125.7095	6175.4489	74	53328.1220	6171.7290
65	54115.5584	6212.1947	75	51567.0279	6207.8850
66	54086.1936	6255.0194	76	54784.4336	6224.8155
67	54098.1117	6286.3283	77	54815.7593	6241.7689
68	53984.7571	6311.7431	78	53809.4470	6233.2804
69	53869.7400	6337.5584	79	53826.4473	6227.0514
70	53855.5272	6289.2293	80	53855.5272	6289.2293
71	53853.3540	6248.6489	81	53853.3540	6248.6489
72	53851.1822	6207.7470	82	53851.1822	6207.7470
73	53849.0104	6166.6237	83	53849.0104	6166.6237
74	53846.8386	6125.4788	84	53846.8386	6125.4788
75	53844.6668	6084.3123	85	53844.6668	6084.3123
76	53842.4950	6043.1244	86	53842.4950	6043.1244
77	53840.3232	6001.9151	87	53840.3232	6001.9151
78	53838.1514	5960.6844	88	53838.1514	5960.6844
79	53835.9796	5919.4325	89	53835.9796	5919.4325
80	53833.8078	5878.1594	90	53833.8078	5878.1594
81	53831.6360	5836.8651	91	53831.6360	5836.8651
82	53829.4642	5795.5504	92	53829.4642	5795.5504
83	53827.2924	5754.2151	93	53827.2924	5754.2151
84	53825.1206	5712.8592	94	53825.1206	5712.8592
85	53822.9488	5671.4827	95	53822.9488	5671.4827
86	53820.7770	5630.0866	96	53820.7770	5630.0866
87	53818.6052	5588.6709	97	53818.6052	5588.6709
88	53816.4334	5547.2356	98	53816.4334	5547.2356
89	53814.2616	5505.7807	99	53814.2616	5505.7807
90	53812.0898	5464.3062	100	53812.0898	5464.3062

CURVE	ARC	RADIUS	DELTA	CHD. BRG.	CHC. DIST.
C46	307.72	760.00	111°53'10"	N59°21'12"W	430.81
C47	350.58	200.00	111°53'10"	N59°21'12"W	331.39



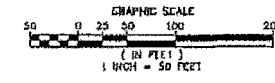
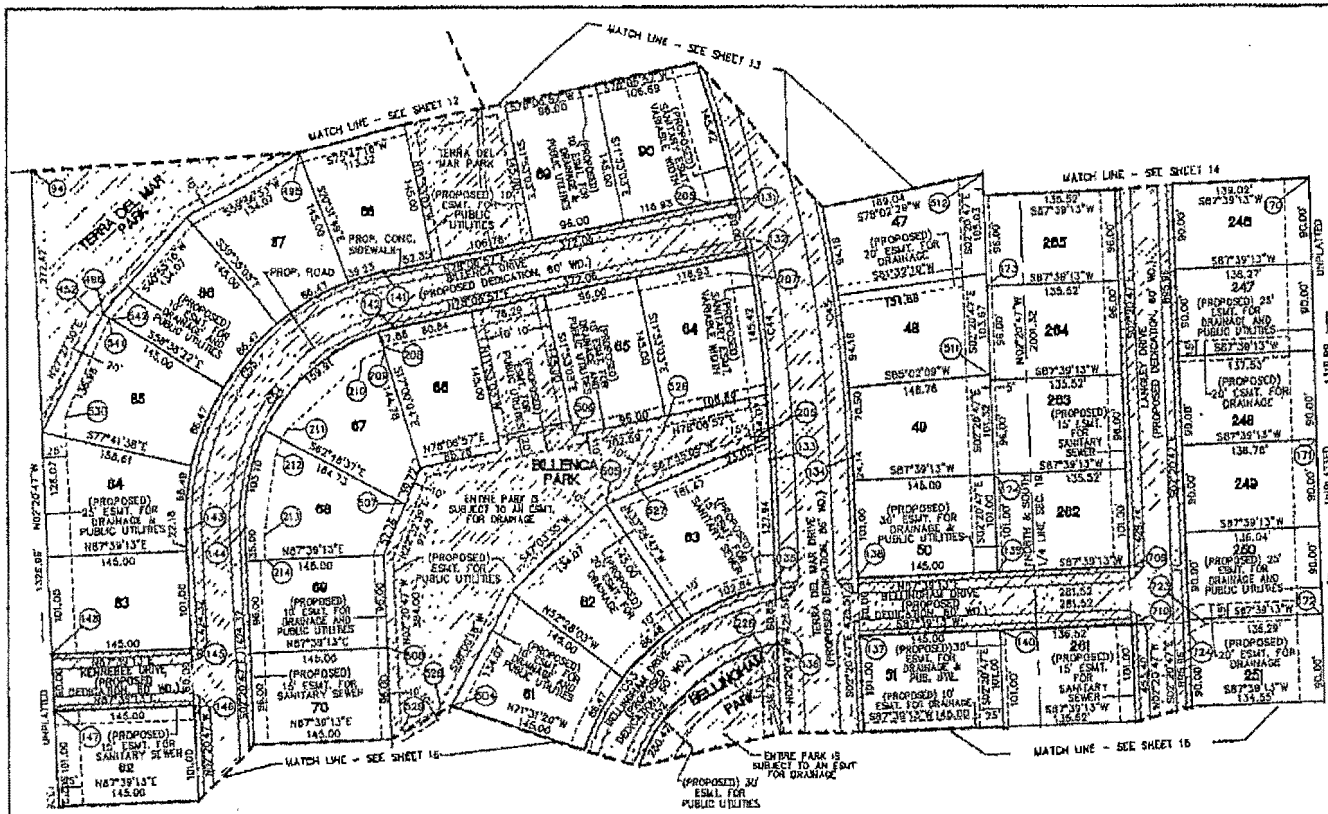
PROPOSED DATED
MAY 19, 2006

ISLAND LAKE ORCHARDS

SITE PLAN - UNITS 1-8, 36-42, 245, 286

ATWELL-NICKS
 ENGINEERS & ARCHITECTS
 1000 PINE HILLS BLVD. SUITE 100
 WILSONVILLE, OR 97148
 PHONE 503-685-1111

SHEET
14
OF
25



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

- ALL ROADS AND RELATED "ISLANDS" MUST BE BUILT.
- ① INDICATES COORDINATE POINT NUMBER.
 - 4 INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.
 - [Hatched Box] LIMITED COMMON ELEMENT.
 - [Dotted Box] GENERAL COMMON ELEMENT.
 - 1 INDICATES A UNIT NUMBER.

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

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

THE SIDEWALKS SHOWN AS BEING LOCATED ADJACENT TO THE TROPIC OR SIDE YARDS OF A UNIT SHALL BE CONSTRUCTED IN CONNECTION WITH THE CONSTRUCTION OF THE RESIDENCE ON THE UNIT SO THAT SIDEWALKS DO NOT HAVE TO BE REPAIRED OR REPLACED AS A RESULT OF DAMAGE CAUSED BY CONSTRUCTION TRAFFIC. SIDEWALKS LOCATED ADJACENT TO GENERAL COMMON ELEMENT AREAS ARE TO BE CONSTRUCTED BY THE DEVELOPER. THE SIDEWALKS SHOWN ON THIS PLAN ARE DESIGNATED AS "NEED NOT BE BUILT" FOR PURPOSES OF SECTION 95 OF THE CONDOMINIUM ACT.

#	NORTHING	EASTING	#	NORTHING	EASTING	#	NORTHING	EASTING
94	53792.9994	2504.7228	170	53783.8581	5620.0961	274	54038.0789	2741.9157
131	53762.8403	2630.4111	171	53813.3581	5623.7474	295	54147.7828	2692.2144
132	53704.9145	2619.7471	172	53833.3924	5646.9534	306	54147.7828	2692.2144
133	53492.2437	2621.8821	173	53620.1182	5728.3337	307	54247.7010	4823.4931
134	53488.4648	2627.2975	174	53477.2720	5703.6840	308	53998.4359	4875.2848
135	53488.4648	2627.1171	175	53477.2720	5703.6840	311	53998.4359	4875.2848
136	53294.3132	2628.4286	176	53515.9826	5655.7458	312	53706.0571	4878.0010
137	53311.4725	2625.4673	177	53484.0680	5610.5748	313	53527.8374	4087.7828
138	53311.4725	2625.4673	178	53296.8275	4871.2477	321	53970.4359	4831.7428
139	53311.4725	2625.4673	179	53165.7157	4974.2444	322	53935.4888	4741.0740
140	53311.4725	2625.4673	180	53324.7810	4836.3453	323	53311.4725	4888.8890
141	53680.0169	4871.3370	191	53521.7688	2570.2361	330	53621.8626	4340.2417
142	53627.9910	4841.6071	192	53495.0108	2571.8900	341	53621.8626	4340.2417
143	53627.9910	4841.6071	193	53412.4602	2571.8934	342	53621.8626	4340.2417
144	53423.8353	1928.0417	194	53389.2706	2516.4582	343	53382.2697	4214.3318
145	53423.8353	1928.0417	195	53389.2706	2516.4582	344	53382.2697	4214.3318
146	53337.8182	2476.8578	196	53389.2706	2516.4582	345	53382.2697	4214.3318
147	53337.8182	2476.8578	197	53165.7157	4974.2444	346	53382.2697	4214.3318
148	53337.8182	2476.8578	198	53010.7257	4952.8004	347	53382.2697	4214.3318
149	53337.8182	2476.8578	199	53010.7257	4952.8004	348	53311.4725	4952.8004
148	53337.8182	2476.8578	486	43617.3580	4378.0410			

CURVE	ARC	RADIUS	CURVE DATA			CHD. BRC.	CHD. DIST.
			DELTA	CHD. BRC.	CHD. DIST.		
C44	932.35	1457.09	36°29'37"	N20°40'43"W		916.53	
C45	997.39	1843.00	NC°39'47"	N20°40'43"W		979.03	
C46	280.13	726.00	R2°39'51"	S36°31'38"W		258.04	
C47	378.17	766.00	R2°33'46"	S74°48'15"W		344.21	
C48	280.87	786.00	R0°27'44"	S72°28'05"W		258.35	
C49	385.13	1060.00	R0°27'44"	S72°28'05"W		313.63	

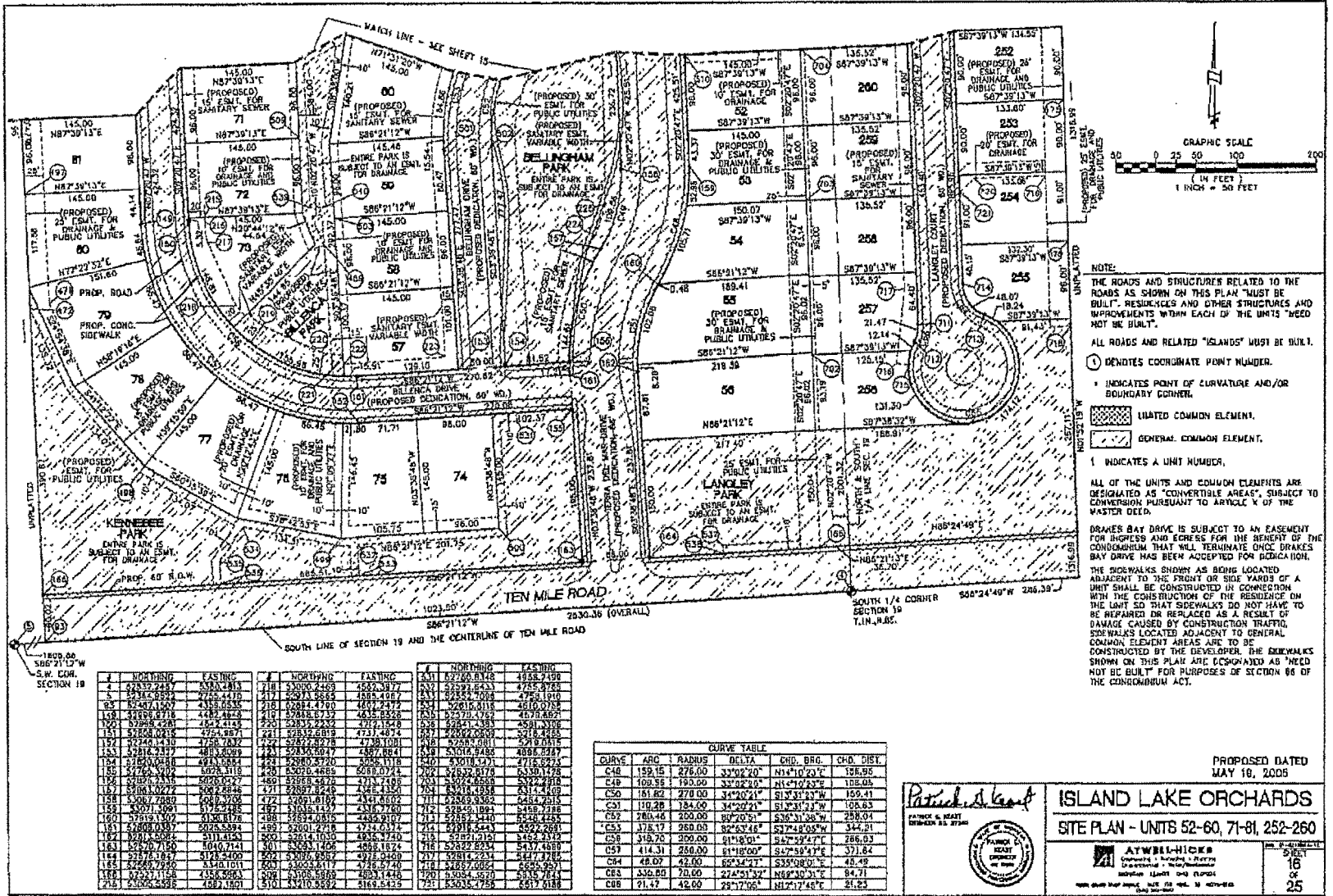


ISLAND LAKE ORCHARDS

PROPOSED DATED
MAY 19, 2008

ATWELL-HICKEY
Landscape & Irrigation Engineers
10000 SW 15th St., Suite 100, Miami, FL 33187
Phone: (305) 555-1234

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NOTE:
 THE ROADS AND STRUCTURES RELATED TO THE ROADS AS SHOWN ON THIS PLAN MUST BE BUILT. RESIDENCES AND OTHER STRUCTURES AND IMPROVEMENTS WITHIN EACH OF THE UNITS MUST NOT BE BUILT.
 ALL ROADS AND RELATED "ISLANDS" MUST BE BUILT.
 (1) DENOTES COORDINATE POINT NUMBER.
 (1) INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.

() UNLITED COMMON ELEMENT.
 () GENERAL COMMON ELEMENT.
 () INDICATES A UNIT NUMBER.
 ALL OF THE UNITS AND COMMON ELEMENTS ARE DESIGNATED AS "CONVERTIBLE AREAS," SUBJECT TO CONVERSION PURSUANT TO ARTICLE X OF THE MASTER DEED.
 DRAKES BAY DRIVE IS SUBJECT TO AN EASEMENT FOR IMPROVED AND EGRESS FOR THE BENEFIT OF THE CONDOMINIUM THAT WILL TERMINATE ONCE DRAKES BAY DRIVE HAS BEEN ACCEPTED FOR DEDICATION.
 THE SIDEWALKS SHOWN AS BEING LOCATED ADJACENT TO THE FRONT OR SIDE YARDS OF A UNIT SHALL BE CONSTRUCTED IN CONNECTION WITH THE CONSTRUCTION OF THE RESIDENCE ON THE LOT SO THAT SIDEWALKS DO NOT HAVE TO BE REPAIRED OR REPLACED AS A RESULT OF DAMAGE CAUSED BY CONSTRUCTION TRAFFIC. SIDEWALKS LOCATED ADJACENT TO GENERAL COMMON ELEMENT AREAS ARE TO BE CONSTRUCTED BY THE DEVELOPER. THE SIDEWALKS SHOWN ON THIS PLAN ARE DESIGNATED AS "NEED NOT BE BUILT" FOR PURPOSES OF SECTION 66 OF THE CONDOMINIUM ACT.

NONPLATTED	PLATTED	NONPLATTED	PLATTED
1 26837.2227	2762.3813	718 33080.2409	4882.3977
2 27512.9292	2725.4416	217 25921.0865	1285.4087
3 15407.1428	435.9266	210 26884.4300	4872.2757
4 18948.4710	125.4628	201 26884.4300	4872.2757
5 1007898.2280	765.4144	220 25835.2432	222.1548
6 32668.0218	475.8871	221 25835.2432	222.1548
7 151240.1430	125.7832	267 27662.8726	27.8301
8 32816.3377	488.2889	244 25835.2432	487.8841
9 22500.0238	491.5582	243 25800.9720	268.1718
10 27265.2702	2078.8716	240 25835.2432	268.1718
11 26837.2227	2078.8716	240 25835.2432	268.1718
12 26837.2227	2078.8716	240 25835.2432	268.1718
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47 26837.2227	2078.8716	240 25835.2432	268.1718
48 26837.2227	2078.8716	240 25835.2432	268.1718
49 26837.2227	2078.8716	240 25835.2432	268.1718
50 26837.2227	2078.8716	240 25835.2432	268.1718

CURVE	ARC	RADIUS	DELTA	CHD. BRG.	CHD. DIST.
C46	199.16	276.00	37°02'20"	N4°10'23" E	106.96
C49	109.56	193.00	32°02'27"	N4°10'23" E	109.05
C50	181.82	276.00	34°20'21"	S17°31'21" W	159.41
C51	192.28	184.00	34°20'21"	S17°31'21" W	105.83
C52	78.46	200.00	80°20'21"	S36°31'28" W	238.04
C53	178.17	260.00	82°42'48"	S37°48'05" W	344.21
C58	319.70	300.00	81°18'01"	S27°59'47" E	286.03
C54	48.07	42.00	82°42'48"	S35°00'37" E	48.49
C57	414.31	260.00	81°18'01"	S27°59'47" E	371.84
C56	330.80	70.00	27°42'13"	N82°00'37" E	84.71
C58	21.47	42.00	29°17'05"	N27°17'48" E	21.23

PROPOSED DATED
MAY 10, 2005

Patrick A. Keat
PATRICK A. KEAT
REGISTERED SURVEYOR
NO. 01701

ISLAND LAKE ORCHARDS

SITE PLAN - UNITS 52-60, 71-81, 252-256

ATWILL-HICKS
SURVEYORS & ENGINEERS
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