



**CITY of NOVI CITY COUNCIL**

**Agenda Item G  
September 12, 2016**

**SUBJECT:** Approval of a Covenant Deed for general common elements of The Preserve at Island Lake (Phase 8) to be conveyed back to the Preserve at Island Lake Association following an inadvertent recording of a warranty deed from the developer to the City of the general common elements.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division *74*

**CITY MANAGER APPROVAL:** *MPK*

**BACKGROUND INFORMATION:**

Previously approved was a motion to accept the Ten Mile Road right-of-way (R.O.W.) along the frontage of The Preserve at Island Lake (Phase 8). The developer accidentally recorded the Warranty Deed with an exhibit dedicating The Preserve at Island Lake 49-acre parcel. The general common elements are requested to be returned to the homeowners association. The previously approved Ten Mile Road R.O.W. will be recorded by the City, and because Ten Mile Road is under the jurisdiction of the Road Commission for Oakland County (RCOC), the right-of-way would be conveyed to RCOC as a quit claim deed to be considered at a future City Council meeting.

The enclosed letter by the City Attorney Beth Saarela, dated September 6, 2016 provides additional information.

**RECOMMENDED ACTION:** Approval of a Covenant Deed for general common elements of The Preserve at Island Lake (Phase 8) to be conveyed back to the Preserve at Island Lake Association following an inadvertent recording of a warranty deed from the developer to the City of the general common elements.

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

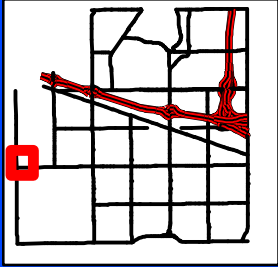
	1	2	Y	N
Council Member Markham				
Council Member Mutch				
Council Member Wrobel				

**Location Map**  
Island Lake Phase 8



Map Author: Theresa Bridges  
Date: September 6, 2016  
Project:  
Version #:  
Amended By:  
Date:  
Department:

**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.



**City of Novi**  
Engineering Division  
Department of Public Services  
26300 Lee BeGole Drive  
Novi, MI 48375  
cityofnovi.org

Scale: 0 80 160 320 480 Feet  
1 inch = 394 feet





JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331  
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela  
esaarela@jrslaw.com

www.johnsonrosati.com

September 2, 2016

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 Orchards  
ROW Acceptance- (Napier Road between 10 Mile and 11 Mile)**

Dear Mr. Hayes:

We have received and reviewed, and enclosed please find the following documents for approval and acceptance:

1. Covenant Deed for Napier Road Right-of-Way
2. Covenant Deed for The Preserve at Island Lake
3. Bill of Sale for Boardwalks
4. Commitment for Title Insurance

Toll II MI Limited Partnership and the Island Lake Orchards Association, pursuant to the rights reserved to dedicate road right-of-way in Article VII, Sections 3 and 5 of the Master Deed, seek to dedicate the 60-foot right-of-way along Napier Road between Ten Mile and Eleven Mile Roads to the City. Once the existing Right-of-Way is accepted, the Master Deed for Island Lake Orchards will be amended, as necessary, so that the right-of-way is not shown as a general common element of the Condominium.

Additionally, the Developer previously recorded a Warranty Deed, a copy of which is enclosed, which (unintentionally) conveys the general common elements of the Condominium to the City. The Warranty Deed was recorded by the Developer in error. In order to clear up the title to the general common elements of the Condominium, the Developer has prepared the enclosed Covenant Deed for the purpose of the City conveying back the general common elements of the Condominium to Preserve at Island Lake Association.

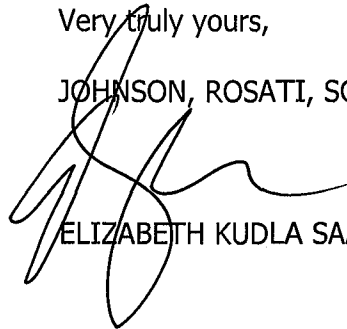
Finally, it is our understanding that the boardwalk within that section of the Napier Road right-of-way has been repaired and is now in accordance with City design and construction standards and, as such is being conveyed to the City for on-going operation, maintenance, repair and replacement as a public walkway. A separate Bill of Sale has been provided for this purpose.

Subject to approval of the legal description of the Napier Road Right-of-Way by the City's Engineering Division, the Covenant Deeds and Bill of Sale may be placed on an upcoming City Council Agenda for acceptance. Once accepted, the Covenant Deed from the Developer and Association should be recorded with the Oakland County Register of Deeds in the usual manner. The Covenant Deed to the Association should be executed by the City and recorded in conjunction with the Covenant Deed for right-of-way. Once recorded, the City will provide copies to the Developer in order to initiate the Master Deed Amendment process, as needed.

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

EMK  
Enclosures

- C: Cortney Hanson, Clerk (w/Original Enclosures)  
Charles Boulard, Community Development Director (w/Enclosures)  
Barb McBeth, City Planner (w/Enclosures)  
Angie Pawlowski, Community Development Bond Coordinator (w/Enclosures)  
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)  
Adam Wayne, Civil Engineer (w/Enclosures)  
Theresa Bridges, Construction Engineer (w/Enclosures)  
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)  
Brittany Allen and Ted Meadows, Spalding DeDecker (w/Enclosures)  
Sue Troutman, City Clerk's Office (w/Enclosures)  
John Poe and Mike Noles, Toll Brothers (w/Enclosures)  
Kenneth J. Clarkson, Esquire (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)



Phone:  
Fax:

## SEARCH

FILE NO.: 106-16000922-EST

This search covers land located in the City of Novi, Oakland County, State of Michigan described as:

A 60 FOOT WIDE PARCEL OF LAND BEING PART OF THE NORTHWEST 1/4 & THE SOUTHWEST 1/4 OF SECTION 19, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT THE WEST 1/4 CORNER OF SAID SECTION 19; THENCE N03°01'04"W, 1466.97 FEET ALONG THE WEST LINE OF SAID SECTION 19 AND THE CENTER LINE OF NAPIER ROAD (120 FEET WIDE); THENCE N86°57'33"E, 59.98 FEET ALONG THE NORTH LINE OF ISLAND LAKE ORCHARDS O.C.C.P. #1552, L. 30468, PGS. 611-689 TO THE EAST RIGHT-OF-WAY LINE OF SAID NAPIER ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE, S03°01'04"E, 1466.34 FEET TO THE EAST & WEST 1/4 LINE OF SECTION 19; THENCE CONTINUING ALONG THE RIGHT-OF-WAY LINE OF NAPIER ROAD, S02°49'46"E, 1315.09 FEET; THENCE S86°03'33"W, 60.01 FEET ALONG THE SOUTH LINE OF ISLAND LAKE ORCHARDS O.C.C.P. #1552, L.30468, PGS. 611-689 TO THE WEST LINE OF SAID SECTION 19 AND THE CENTERLINE OF NAPIER ROAD; THENCE ALONG SAID SECTION LINE, N02°49'46"W, 1315.42 FEET TO THE POINT OF BEGINNING. CONTAINING 3.83 ACRES MORE OR LESS.

Commonly known as: Napier Rd., Novi, MI 48168

Deeds, undischarged mortgages, assignments, liens and unpaid taxes encumbering the subject property as disclosed in the public records of Oakland County from August 25, 2003 through the effective date of August 5, 2016 are as follows:

1. Master Deed of Island Lake Orchards, Liber 30468 page 611, Oakland County Records. Toll MI II Limited Partnership, Fee Simple Owner

This search and the information contained herein is intended to be used for informational purposes only. It is not an abstract, an opinion of title or a commitment to insure title. If title insurance is desired, an application for title insurance should be submitted to . The company's liability under this search is limited to the amount paid for said search.

C.S.  
590  
8-25-03

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

**MASTER DEED  
OF  
ISLAND LAKE ORCHARDS**

**A RESIDENTIAL CONDOMINIUM  
OAKLAND COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 1552**

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

X

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

SC

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

**ARTICLE I  
TITLE AND NATURE**

9001552

The Condominium Project shall be known as Island Lake Orchards, Oakland County Condominium Subdivision Plan No. 1552. The Condominium Project is established in

**O.K. - MH**

**O.K. - RC**

accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Unit is capable of individual utilization on account of having its own entrance from, and exit to, a road that is subject to an easement for the benefit of the Condominium and the Units therein or a General Common Element road that, in either case, is planned to be dedicated to public use. Each Co-Owner in the Condominium Project shall have an exclusive right to his or her Unit and shall have undivided and inseparable rights to share with other Co-Owners the General Common Elements of the Condominium Project.

ARTICLE II  
LEGAL DESCRIPTION

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

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

3046876613

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



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

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

22-19-100-005 } part of  
22-19-400-011 }

ARTICLE III  
DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the Island Lake Orchards Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Island Lake Orchards as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

Section 2. Association. "Association" means Island Lake Orchards Association, which is the non-profit corporation organized, under Michigan law of which all Co-Owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

Section 3. By-Laws. "By-Laws" means Exhibit A hereto, being the By-Laws setting forth the substantive rights and obligations of the Co-Owners and required by Section 53 of the Act to be recorded as part of the Master Deed. The By-Laws shall also constitute the corporate By-Laws of the Association as provided for under the Michigan Nonprofit Corporation Act.

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

Section 5. Common Elements. "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article IV hereof, and constitute the portions of the Condominium other than the Condominium Units.

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

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

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

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

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

Section 11. Co-Owner or Owner. "Co-Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "Co-Owner". Anything contained herein to the contrary notwithstanding, if the Developer sells a Unit to a licensed residential builder (for resale to a non-builder), and/or if Developer sells a Unit on a land contract, the builder or land contract vendee shall not be deemed to be a "Co-Owner" hereunder.

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

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

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

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

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

(b) Association Responsibility for Units. The Association shall not be responsible for performing any maintenance, repair or replacement with respect to Residences and their appurtenances and/or any other improvements located within Units, except and unless otherwise provided herein. The Developer, in the initial maintenance budget for the Association, shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith.

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

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

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

Section 4. Utility Systems. Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly,

such utility lines, systems and equipment and the telecommunications, shall be General Common Elements only to the extent of the Co-Owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any. The extent of the Developer's responsibility will be that telephone, electric, water and natural gas mains and sanitary sewer mains are installed within reasonable proximity to the Units. Each Co-Owner will be entirely responsible for arranging for and paying all costs in connection with extension of such utilities by laterals from the mains to any structures and fixtures located within their Units.

Section 5. Use of Units and Common Elements. No Co-Owner shall use his Unit or the Common Elements in any manner inconsistent with the laws and ordinances of the City of Novi, the purposes of the Project, or in any manner which will interfere with or impair the rights of any other Co-Owner in the use and enjoyment of his Unit or the Common Elements.

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

Section 1. Description of Units. Each Unit in the Condominium Project is described in this Section with reference to the Condominium Subdivision Plan of Island Lake Orchards as prepared by Selber, Keast & Associates, Inc., and attached hereto as Exhibit B. Each Unit shall consist of the space located within the Unit boundaries as shown on Exhibit B hereto and delineated with heavy outlines together with all appurtenances thereto. The plans and specifications for the Project have been filed with the City of Novi. All Residences must be constructed on the Units within the building envelopes as depicted on Exhibit B, and in accordance with these Condominium Documents.

Section 2. Percentage of Value. The Percentage of Value assigned to each Unit in Island Lake Orchards shall be equal. The determination that Percentages of Value shall be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there were not material differences among the Units insofar as the allocation of Percentages of Value was concerned. The Percentage of Value assigned to each Unit shall be determinative of each Co-Owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-Owner in the proceeds and the expenses of administration, and the value of such Co-Owner's vote at meetings of the Association. The total value of the Project is 100%.

#### ARTICLE VI EXPANSION OF PROJECT

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

Section 2. Easements Retained by Developer Regarding Future Expansion Area.

(a) Roadway Easements. Developer reserves for the benefit of itself, its successors and assigns, an easement for the unrestricted use of all roads, sidewalks and walkways in the Condominium Project, as the same may be expanded, for the purpose of ingress and egress to and from any portion of the Future Expansion Area described in Article VI hereof, whether or not such benefitted portion of the Future Expansion Area is integrated into the Condominium Project. All expenses of maintenance, repair, replacement and resurfacing of any road referred to herein shall be shared by the Association established for this Condominium and the owners of units or lots within any developed portions of the Future Expansion Area described in Article VI whose closest means of access to a public road is over such road or roads. The Co-Owners of this Condominium shall be responsible, from time to time, for payment of a proportionate share of said expenses, which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of Units in this Condominium and the denominator of which is comprised of the number of such Units plus all other Units (or lots in the case of a platted subdivision) in the adjoining Future Expansion Area described in Article VI whose closest means of access to a public road is over such road. This easement is expressly intended to survive the six (6) year period during which the Developer can unilaterally amend this Master Deed as set forth in Article VI, hereof.

(b) Utility Easements. Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the Future Expansion Area described in Article VI, or any portion or portions thereof, perpetual easements over the Condominium Property to access, install, utilize, tap, tie into, extend and enlarge all utilities located (whether now or in the future) on the Condominium Property for, including, without limitation, water, gas, storm and sanitary sewer, whether or not the benefitted portion of the Future Expansion Area is integrated into the Condominium Project. In the event Developer, its successors or assigns, access, install, utilize, tap, tie into, extend or enlarge any utility or utilities located on the Condominium Property, it or they shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Property to its state immediately prior to such utilization, tapping, typing-in, extension or enlargement. This easement is expressly intended to survive the six (6) year period during which the Developer can unilaterally amend the Master Deed to enlarge the Condominium Project as set forth in Article VI, hereof.

Section 3. Easements and Right to Dedicate Retained by Developer. 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 roads and/or walkways in Island Lake Orchards, shown as General Common Elements in the Condominium Subdivision Plan. Any such right-of-way dedication may be made by the Developer without the consent of any Co-Owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to the Condominium Subdivision Plan hereto, recorded in the Oakland County Records. All of the Co-Owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way

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

**Section 6. Association Easements For Maintenance Repair and Replacement.** The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium; provided, however, that the easements granted hereunder shall not entitle any person other than the Co-Owner thereof to gain entrance to the interior of any Residence or garage located within a Unit. While it is intended that each Co-Owner shall be solely responsible for the performance and costs of all maintenance, repair and replacement of and decoration of the Residence and all other appurtenances and improvements constructed or otherwise located within his or her Unit unless otherwise provided herein, it is nevertheless a matter of concern that a Co-Owner may fail to properly maintain the exterior of a Residence located on his or her Unit in a proper manner and in accordance with the standards set forth in this Master Deed, the By-Laws and any rules and regulations promulgated by the Association. Therefore, in the event a Co-Owner fails, as required by this Master Deed, the By-Laws or any rules and regulations of the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep his or her Unit or any improvements or appurtenances located thereon, 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 Residence (including the exteriors of any structures located therein), or its appurtenances, all at the expense of the Co-Owner of the Unit. Neither the Developer nor the Association shall be liable to the Owner of any Unit or any other person, in trespass or in any other form of action, for the exercise or non-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 assessment next falling due; provided that such amount shall be due and payable within 30 days after delivery of written notice of the amount due by the Association to the charged Co-owner if periodic assessments by the Association are not collected on a monthly basis. In addition, a 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 7. Telecommunications Agreements.** The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent



## COVENANT DEED

**This COVENANT DEED** made and entered into by the **CITY OF NOVI**, a public body corporate, with an address of 45175 Ten Mile Road, Novi, Michigan 48375 ("**City**") to and for the benefit of **THE PRESERVE AT ISLAND LAKE ASSOCIATION**, a Michigan non-profit corporation, with an address of c/o Keith Anderson, 29665 William K. Smith Drive, Suite B, New Hudson, Michigan 48165 ("**Association**").

**TOLL MI II LIMITED PARTNERSHIP**, a Michigan limited partnership, whose address is 28004 Center Oaks Ct., Suite 200, Wixom, MI 48393 ("**Developer**") is the developer of a certain condominium project ("**Condominium**") pursuant to and in accordance with the terms of the Master Deed of The Preserve at Island Lake, Oakland County Condominium Subdivision Plan No.2084, which Master Deed was recorded on August 21, 2014, in Liber 47334, Page 1, Oakland County Records, as amended from time to time (collectively, the "**Master Deed**"). The Condominium is administered by the Association.

In connection with the development of the Condominium, the Developer executed and delivered a Warranty Deed to and for the benefit of the City of Novi recorded December 23, 2014, at Liber 47714 Page 877 Oakland County Records ("**Original Deed**") which pertains to real property described in Exhibit A attached ("**Real Property**"). The Original Deed is erroneous in that it purports to convey the Real Property to the City when the Developer, in fact, did not intend to convey the Real Property to the City and the City did not intend to accept the Real Property.

Subsequent to the execution and delivery of the Original Deed, the Developer executed and recorded the Master Deed creating the Condominium. The City is willing to execute this Deed to correct the Original Deed and to convey the Real Property to the Association with the end result that the Real Property is and shall be subject to the Master Deed as if the Original Deed had never been executed.

Therefore, for the sum of \$1.00 One Dollar, the receipt and sufficiency of which are hereby acknowledged, the City hereby sets over, conveys and assigns the Real Property to the Association together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and covenants and agrees to and with Association that it has not heretofore done, committed, or willingly suffered to be done or committed, any act, matter or thing whatsoever whereby the Real Property, is, are or shall be charged or encumbered in title or estate.



This Deed constitutes the entire agreement between the parties with respect to the subject matter hereof. No change in, addition to, or waiver or amendment of the terms and conditions hereof shall be binding upon any of the parties hereto unless approved in writing by the other parties hereto.

This Deed may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument. Facsimile, email or photostatic signatures shall be treated with the same effect as original signatures would be and when delivered or released shall be binding on the parties.

THE PROPERTY CONVEYED BY THIS DEED MAY BE LOCATED WITHIN THE VICINITY OF FARM LAND OR A FARM OPERATION. GENERALLY ACCEPTED AGRICULTURAL AND MANAGEMENT PRACTICES WHICH MAY GENERATE NOISE, DUST, ODORS, AND OTHER ASSOCIATED CONDITIONS MAY BE USED AND ARE PROTECTED BY THE MICHIGAN RIGHT TO FARM ACT.

This Deed is exempt from transfer taxes under MCL 207.505(a) and MCL 207.526(a) as the consideration is less than \$100.00.

IN WITNESS WHEREOF, the parties have caused this Deed to be executed as of the date indicated next to each signature.

***SIGNATURE PAGES FOLLOW***

**SIGNATURE PAGE TO  
THE PRESERVE AT ISLAND LAKE ASSOCIATION  
CITY OF NOVI  
COVENANT DEED**

In witness whereof, the undersigned have executed these presents this \_\_\_\_ day of \_\_\_\_\_, 2016.

**“CITY”**

**CITY OF NOVI,**  
a public body corporate

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MICHIGAN     :  
                                  :  
                                  :     SS.  
COUNTY OF OAKLAND   :

On this, this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, a notary public, personally appeared \_\_\_\_\_ who acknowledged himself to be the \_\_\_\_\_ of City of Novi and that such individual, being authorized to do so, executed the foregoing instrument on behalf of the City.

\_\_\_\_\_  
Notary Public

Drafted By:

Kenneth J. Clarkson  
Jaffe, Raitt, Heuer & Weiss, Professional corporation  
27777 Franklin Road Suite 2500  
Southfield, Mi 48034

When recorded, return to, and send subsequent tax bills to:

**THE PRESERVE AT ISLAND LAKE ASSOCIATION**

c/o Keith Anderson,  
29665 William K. Smith Drive, Suite B  
New Hudson, Michigan 48165 45175

Part of Tax Parcel No. \_\_\_\_\_  
Job No. \_\_\_\_\_ Recording Fee \_\_\_\_\_ Transfer Tax \_\_\_\_\_

EXHIBIT A

THE PROPERTY

Land situated in the City of Novi, County of Oakland, State of Michigan legally described as follows:

A PART OF THE SOUTHWEST 1/4 OF SECTION 19, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 19, FOR A POINT OF BEGINNING; THENCE NORTH 02°49'46" WEST, 1318.44 FEET, (SAID POINT BEING SOUTH 02°49'46" EAST, 1315.42 FEET FROM THE WEST 1/4 CORNER OF SAID SECTION 19), ALONG THE WEST LINE OF SAID SECTION 19 AND THE CENTERLINE OF NAPIER ROAD, TO THE SOUTHWEST CORNER OF "ISLAND LAKE ORCHARDS", OAKLAND COUNTY CONDOMINIUM PLAN NO. 1552, MASTER DEED RECORDED IN LIBER 30468, PAGES 611 THROUGH 689, OAKLAND COUNTY RECORDS, AS AMENDED; THENCE NORTH 86°03'33" EAST, 1618.18 FEET, ALONG A SOUTHERLY LINE OF SAID "ISLAND LAKE ORCHARDS"; THENCE SOUTH 02°20'47" EAST, 1326.96 FEET, ALONG A WESTERLY LINE OF SAID "ISLAND LAKE ORCHARDS", TO THE SOUTH LINE OF SAID SECTION 19 AND THE CENTERLINE OF TEN MILE ROAD, (SAID POINT BEING SOUTH 86°21'12" WEST, 1023.50 FEET FROM THE SOUTH ¼ CORNER OF SAID SECTION 19); THENCE SOUTH 86°21'12" WEST, 1606.86 FEET, ALONG THE SOUTH LINE OF SAID SECTION 19 AND THE CENTERLINE OF SAID TEN MILE ROAD, TO THE POINT OF BEGINNING. ALL OF THE ABOVE CONTAINING 48.953 ACRES. ALL OF THE ABOVE BEING SUBJECT TO THE RIGHTS OF THE PUBLIC IN NAPIER ROAD AND TEN MILE ROAD. ALL OF THE ABOVE BEING SUBJECT TO EASEMENTS RESTRICTIONS AND RIGHT-OF-WAYS OF RECORD.

above legal to NKA  
The Preserve at  
Island Lake  
Occ# 2084  
22-19-378-000 ent