




CITY of NOVI CITY COUNCIL

**Agenda Item S
August 8, 2016**

SUBJECT: Acceptance of a warranty deed from Mirabella Estates Condominium Association for the dedication of a 60 foot right-of-way along the west side of Meadowbrook Road as part of the Mirabella Estates Subdivision.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division 

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

Mirabella Estates Condominium Association is the successor developer of Mirabella Estates, located west of Meadowbrook Road and north of 8 Mile Road (see attached location map). The HOA is requesting acceptance of a Warranty Deed conveying the master planned 60 feet of right-of-way for Meadowbrook Road, along the frontage of the Mirabella Estates development, as contemplated on the approved site plan.

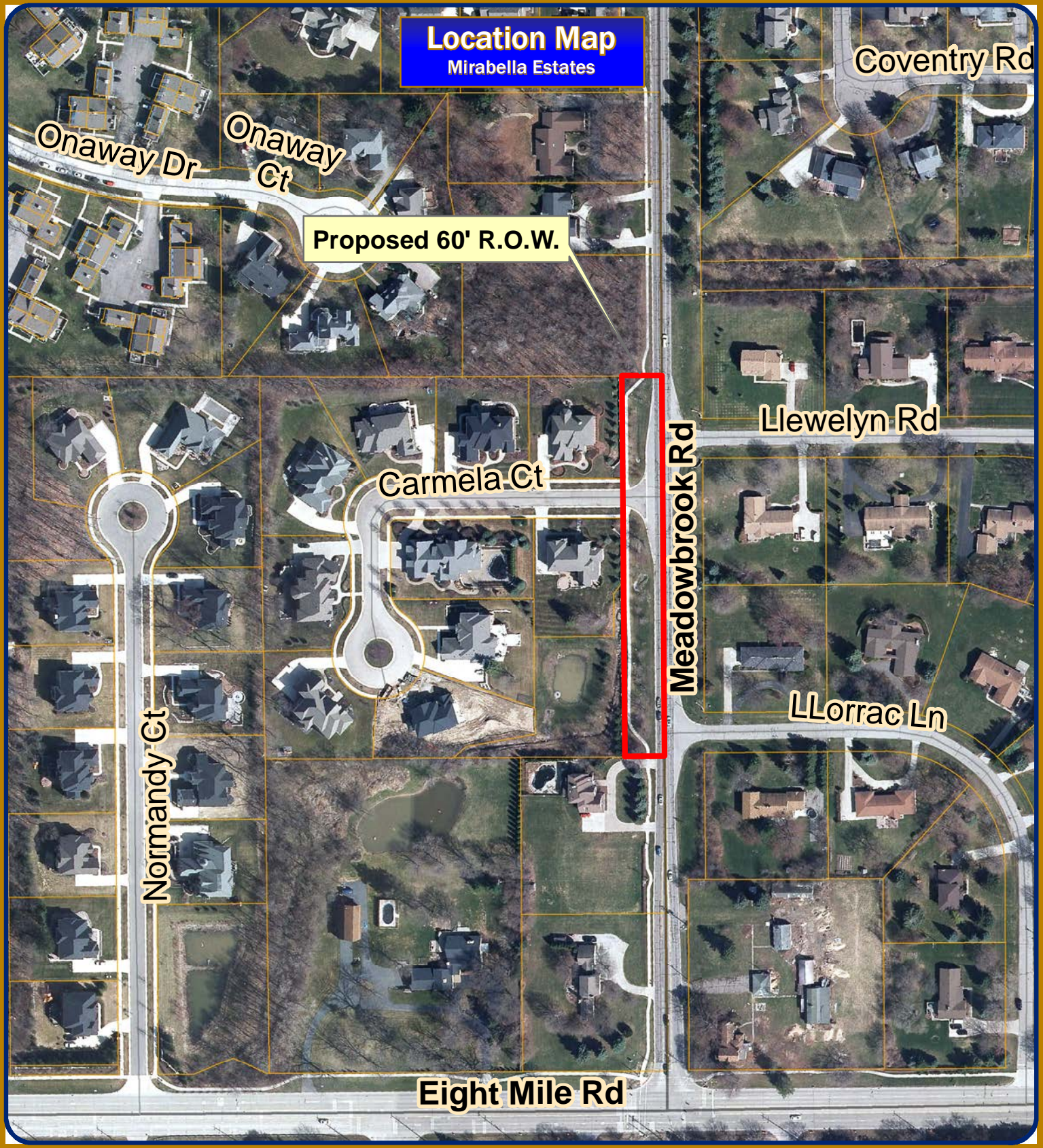
The enclosed Warranty Deed has been favorably reviewed by the City Attorney (Beth Saarela's June 9, 2016 letter, attached) and is recommended for approval.

RECOMMENDED ACTION: Acceptance of a warranty deed from Mirabella Estates Condominium Association for the dedication of a 60 foot right-of-way along Meadowbrook Road as part of the Mirabella Estates Subdivision.

	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				

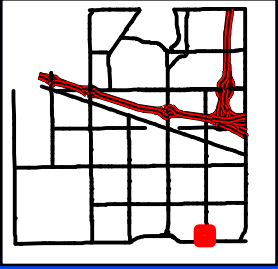
Location Map
Mirabella Estates



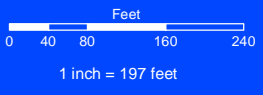
Proposed 60' R.O.W.

Map Author: Theresa Bridges
 Date: August 1, 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





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@jrsjlaw.com

www.johnsonrosati.com

June 9, 2016

Rob Hayes, Public Services Director
CITY OF NOVI
45175 Ten Mile Road
Novi, Michigan 48375

**Re: Mirabella Estates (fka Meadowbrook 8) JSP05-0033
Review for Acceptance – Utilities and Right-of-Way**

Dear Mr. Hayes:

We have received and reviewed, and enclosed please find, the following documents for the Mirabella Estates Site Condominium Development:

- Sanitary Sewer System Easement
- Water System Easement
- Title Commitment
- Bill of Sale for utilities
- Maintenance and Guarantee Bond (Paving)
- Warranty Deed (Meadowbrook Road)
- Warranty Deed (interior Roads)
- Bill of Sale (Paving)

We have the following comments relating to the above-named documents:

Water System and Sanitary Sewer System Easements

The Mirabella Estates Condominium Association seeks to convey the water and sanitary sewer system facilities serving Mirabella Estates Site Condominium Development. We have reviewed and approve the format and language of the above Water and Sanitary Sewer System Easements and corresponding Bill of Sale. The exhibits have been reviewed and approved by the City's Engineering Division.

Warranty Deeds

The Warranty Deeds for 60-foot Right-of-Way along Meadowbrook Road and the internal condominium roads is in the City's standard format. There is no existing mortgage on the property therefore no discharge is required. The legal descriptions have been reviewed and approved by the City's Engineering Division.

Maintenance Bond Waivers

The Mirabella Estates Condominium Association has requested waivers of the Maintenance and Guarantee Bonds for both streets and utilities pursuant to the enclosed letter from the Association's counsel, on the basis that (1) the utilities have been working without interruption for ten (10) years; and, (2) the Association fully restored the roads and a continuing bond would constitute a financial hardship on the homeowners.

As you know, Chapter 26.5 of the City of Novi Code, Section 265.-33 (12) has been recently amended to allow the City Engineer to waive Maintenance Bond requirements regarding utilities if the utilities have been installed and functioning properly for at least two (2) years. On that basis, it is our understanding the City Engineer is considering this waiver since the water and sanitary sewer serving the condominium have been functioning for the past ten (10) years.

However, City Council must still consider any requests for a waiver of the Maintenance and Guarantee Bond requirements for streets. Section 1-12 of the City of Novi Code provides for City Council to consider a waiver of ordinance requirements provided that the applicant can show all of the following:

Sec. 1-12. - General appeal.

(c) A variance may be granted by the city council from regulatory provisions of this Code when all of the following conditions are satisfied:

- (1) A literal application of the substantive requirement would result in exceptional, practical difficulty to the applicant;
- (2) The alternative proposed by the applicant will be adequate for the intended use and shall not substantially deviate from the performance that would be obtained by strict enforcement of the standards; and
- (3) The granting of the variance will not be detrimental to the public health, safety or welfare, nor injurious to adjoining or neighboring property, nor contrary to the overall purpose and goals of the chapter or article containing the regulation in question.

Rob Hayes, Public Services Director
June 9, 2016
Page 3

The basis of the request is that (1) the Association recently completed reconstruction of the roads using bond money and co-owners funds; and, (2) requiring the co-owners to post additional funds related to the roads would result in a financial hardship to the co-owners. In the event the City Council determines that the reasons provided meet with the standards set forth in Section 1-12 above, a waiver of the Maintenance Bond for streets may be granted.

Subject to the grant of a waiver pursuant to Section 1-12 of the City of Novi Code (or alternatively posting of a Maintenance and Guarantee if the waiver is not approved) the Warranty Deeds for internal roads, as well as the Warranty Deed for the adjacent Meadowbrook Road right-of-way, should be placed on an upcoming City Council Agenda for acceptance. Once accepted, both original deeds should be forwarded to the Oakland County Register of Deeds for recording.

Subject to approval of the administrative waiver of the Maintenance and Guarantee Bond for utilities, the Water System and Sanitary Sewer System Easements may be accepted by Affidavit of the City Engineer. The Bills of Sale and Title Insurance Policy should remain in the City's file.

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: Maryanne Cornelius, Clerk (w/Original Enclosures)
Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, City Planner (w/Enclosures)
Sheila Weber, Treasurer's Office (w/Enclosures)
Kristin Pace, Treasurer's Office (w/Enclosures)
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)
Theresa Bridges, Construction Engineer (w/Enclosures)
Sarah Marchioni, Building Permit Coordinator (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
David Goldberg, Esquire (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)



19500 Middlebelt Rd. #344E, Livonia, MI 48152 | Phone (248)987-2250 | Fax (800)906-8950

Title Search Report

To: David Goldberg
Goldy6@sbcglobal.net

Property Address: Vac Meadowbrook Rd, and Carmela Ct., Novi, MI
Bell Title Reference Number: 16-102226-PH

We have examined the records of the Register of Deeds' Office for Oakland County, Michigan and find there are no conveyances or encumbrances affecting the above described property as of 05/05/16, 8:00 A.M. except the following:

Title Holder: Mirabella Estates LLC.

1. Warranty Deed from Edward Herbert Trapp and Martha Jane Trapp, Trustees of the Trapp Living Trust dated November 14, 1997 to Terrasanto Development, LLC, a Michigan Limited Liability Company dated 06/21/2001 and recorded 07/30/2001 in Liber 23362, Page 861, Oakland County Records. (Original Parent Parcel)
2. Master Deed executed by Terrasanto Development, LLC as developer on 02/13/2004 and recorded 06/03/2004 in Liber 33212, Page 304, Oakland County Records. (Creating Meadowbrook-8 Condominium)
3. First Amendment to Master Deed Meadowbrook-8 executed by Mirabella Estates, LLC a Michigan limited liability company, (Successor to Terrasanto Development, LLC) as developer on 02/08/2006 and recorded 11/28/2006 in Liber 38436, Page 597, Oakland County Records. (Amend Name of Meadowbrook-8 to Mirabella Estates)
4. Affidavit providing Notice of Easement in Escrow (Emergency Access Stub Street) dated 09/15/2003 and recorded 11/24/2003 in Liber 31551, Page 580, Oakland County Records.

VIII. 4

5. Second Amendment to Master Deed executed by Mirabella Estates, LLC, a Michigan limited liability company as developer on 01/18/2012 and recorded 02/06/2013 in Liber 45320, Page 785, Oakland County Records. (Establish an Access Stub Street)

Mortgages & Other Liens:

1. No Open liens show of record.

Easements & Restrictions:

1. Easement for Highway purposes and public utilities as recorded in Liber 7388, Page 131.
2. Easement storm drains as recorded in Liber 7417, Page 434.

Name Search: Checked with the State of Michigan.

Terrasanto Development, LLC is Active, but not in good standing. Formed 06/15/2001.

Mirabella Estates LLC formerly Vistal-Meadowbrook, LLC is Active, but not in good standing. Formed 04/05/2005.

Mirabella Estate Condominium Association in Active. Formed 09/18/2015

NOTE: SEACH WAS MADE OF THE PARENT PARCEL AND NOT OF THE INDIVIDUAL UNITS IN THE CONDOMINIUM. WE FIND NO RECORDED DOCUMENTS TRANSFERING THE INTEREST OF THE ROADS OR EASEMENTS TO THE ASSOCIATION.



Authorized Signature

In consideration of the reduced rate at which this certificate is furnished, it is understood that the information contained herein is only such as may be obtained in the Office of the County Register of Deeds. It is understood that any liability for correctness or incorrectness of information furnished herein is limited to the amount paid for this search.

The information contained herein should not be used for due diligence inquiry under CERCLA or other federal or state environmental legislation.

1802336216861

232307
LIBER 23362 PAGE 261
\$9.00 DEED - COMBINED
\$2.00 REDEMPTION
\$5,568.50 TRANSFER TX COMBINED
07/30/2001 11:05:55 A.M. RECEIPT# 51220
PAID RECORDED - OAKLAND COUNTY
G.WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

WARRANTY DEED

Order No.: T00-75052

KNOW ALL MEN BY THESE PRESENTS: That
EDWARD HERBERT TRAPP AND MARTHA JANE TRAPP, TRUSTEES OF THE TRAPP LIVING TRUST
DATED NOVEMBER 14, 1997, AS IT MAY BE NOW OR HEREAFTER

whose address is
20909 MEADOWBROOK, NORTHVILLE, MI 48167
Convey and Warranty to
TERRASANTO DEVELOPMENT LLC, A MICHIGAN LIMITED LIABILITY COMPANY
whose street number and post office address is
6828 PARK AVE., ALLEN PARK, MI 48101

RECORDED BY
MICHIGAN LI. INC.
American Title Insurance Company

the following described premises to-wit:

(See Exhibit A - Attached Hereto)

Tax Item Number: 22-35-400-012

For the sum of Six Hundred Forty-Seven Thousand Three Hundred Ninety-Eight and
88/100 (\$647,398.88)

If the land being conveyed is unplatted, the following is deemed to be included: "This
property may be located within the vicinity of farmland 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."

Subject to easements and building and use restrictions of record.

Dated this the 21st day of June, 2001
Signed in the presence of:

[Signature]
Witness **B. SCHMITT**

[Signature]
Witness **Steven F. Hill**



STATE OF MICHIGAN
COUNTY OF WAYNE

),ss.
)

[Signature]
EDWARD HERBERT TRAPP, TRUSTEE OF THE
TRAPP LIVING TRUST DATED NOVEMBER 14,
1997, AS IT MAY BE NOW OR HEREAFTER

[Signature]
MARTHA JANE TRAPP, TRUSTEE OF THE TRAPP
LIVING TRUST DATED NOVEMBER 14, 1997, AS
IT MAY BE NOW OR HEREAFTER

O.K. - EAT

The foregoing instrument was acknowledged before me this 21st day of June, 2001 by
EDWARD HERBERT TRAPP AND MARTHA JANE TRAPP, TRUSTEES OF THE TRAPP LIVING TRUST DATED
NOVEMBER 14, 1997, AS IT MAY BE NOW OR HEREAFTER.

BARBARA L. SCHMITT
NOTARY PUBLIC WAYNE CO., MI
MY COMMISSION EXPIRES Aug 2, 2003

My Commission Expires

[Signature]
Notary Public
WAYNE County, Michigan

Instrument Drafted by:
EDWARD HERBERT TRAPP
20909 MEADOWBROOK
NORTHVILLE, MI 48167

When recorded return to:
TERRASANTO DEVELOPMENT LLC
6828 PARK AVE.
ALLEN PARK, MI 48101

75052
11
5308.58

USER 23362PG862

EXHIBIT A

LEGAL DESCRIPTION

File Number T00-75052

Land in the City of NOVI, OAKLAND County, State of MICHIGAN,

Part of the Southeast quarter of Section 35, Town 1 North, Range 8 East, being described as beginning at a point on the East line of Section 35, North 534.70 feet from the Southeast corner of said section, and running thence West (parallel to the South line of Section 35) 603.16 feet; thence North 0 degrees 22 minutes 54 seconds West 576.01 feet; thence East (along North line of Power property as fenced) 607.00 feet; thence South along the East line of Section 35, 576.00 feet to the place of beginning.

Commonly known as: 20909 MEADOWBROOK

END OF LEGAL DESCRIPTION

LIBER33212 PG304

256543
LIBER 33212 PAGE 304
\$162.00 DEED - COMBINED
\$4.00 RECONSTRUCTION
\$3.00 TRANSFER TX COMBINED
06/03/2004 10:24:49 A.M. RECEIPT COST:
1030 RECORDED - OAKLAND COUNTY
G.WELIANT (AGELL) CLERK/REGISTER OF DEEDS

6-3-04

020622

MASTER DEED

MEADOWBROOK-S

This Master Deed is made and executed on this 13th day of MAY, 2004, by Terrasanto Development, LLC, a Michigan limited liability company, hereinafter referred to as the "Developer", whose post office address is 6828 Park Ave., Allen Park, MI 48101, pursuant to the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended).

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

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Meadowbrook-S as a Condominium Project under the Act and does declare that Meadowbrook-S shall, after such establishment, be held, conveyed, conveyed, 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, the Bylaws and the Condominium Subdivision Plan, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer and any persons acquiring or assuming an interest in the Condominium Premises and their respective successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I

TITLE AND NATURE

9001032

The Condominium Project shall be known as Meadowbrook-S, Oakland County Condominium Subdivision Plan No. 1032. The Condominium Project shall be residential in nature and the Condominium Units created by the recording of this Master Deed and Exhibits A and B hereto shall consist of Homesites as hereinafter defined which shall be suitable for the construction of single-family residential dwellings under the ordinances of the City of New Canaan. Meadowbrook-S is established in accordance with the Act and the Homesites contained herein, including the number, boundaries, dimensions and area of each such Homesite, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Homesite has been designed to contain a residential structure and other improvements for dwelling purposes and each Homesite is capable of independent utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his/her Home site and shall have undivided and inseparable rights to share with other Co-owners the Common Element of the Condominium Project.

O.K. - RC O.K. - KE

LIBER 33212 PG 305

ARTICLE II

LEGAL DESCRIPTION

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

NEW LEGAL DESCRIPTION OF PARCEL 23-35-100-012 SUBSEQUENT TO ACTUAL BOUNDARY SURVEY PERFORMED BY RAYMOND J. DONNELLY & ASSOCIATES UNDER SUPERVISION OF RAYMOND J. DONNELLY (RLS #21563) IN MAY 2001.

Land in Part of the Southeast 1/4 of Section 35, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan more particularly described as follows:

Commencing at the Southeast corner of said Section 35, Town 1 North, Range 8 East, and proceeding along the east line of said Section 35 and centerline of Meadowbrook Road, North $00^{\circ} 19' 30''$ East 534.70 feet as calculated and measured (recorded as northerly 534.70 feet) to the point of beginning; thence generally following along with an old wire fence in part, North $89^{\circ} 36' 06''$ West 602.30 feet as calculated and measured (recorded as Westerly 603.16 feet) to a round old iron pipe at the Southwest corner of the Trapp Parcel; thence generally following along with an old wire fence, North $00^{\circ} 03' 42''$ West 575.36 feet as calculated and measured (recorded as North $00^{\circ} 22' 54''$ West 576.01 feet) to a found old iron pipe at the Northwest corner of the Trapp Parcel; thence along the north line of the Trapp Parcel absent the original fence called for, South $89^{\circ} 34' 11''$ East 606.48 feet as calculated and measured (recorded as Easterly 607.0 feet along the north line of the Power Parcel as fenced) to a point on the east line of Section 35 in Meadowbrook Road; thence along the east line of Section 35 and centerline of Meadowbrook Road, South $00^{\circ} 19' 30''$ West 575.09 feet as calculated and measured (recorded as Southerly 576.0 feet) back to the point of beginning.

Containing 7.983 gross acres, subject to the rights of the public in Meadowbrook Road and also subject to all easements, restrictions, or reservations of record, or otherwise.

Surveyor's Note: The bearings for the property lines in the new legal description are in direct relation to the record bearing for the East section line and centerline of Meadowbrook Road according to "Meadowbrook Manor" a Subdivision recorded in Liber 29, Page 7, Oakland County Records.

ARTICLE III

DEFINITIONS

Certain terms 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 Meadowbrook-S Condominium Association, a Michigan non-profit corporation.

LDR33212 PG306

and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Meadowbrook-S 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 Meadowbrook-S Condominium Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

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

Section 4. City. City shall mean the City of Novi, a Michigan municipal corporation, its successors, assigns, and transferees.

Section 5. Common Elements. "Common Elements", where used without modification, means both the General Common Elements and any Limited Common Elements hereafter established in this Master Deed or any amendments hereto.

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

Section 7. Condominium Premises. "Condominium Premises" means and includes the land described in Article 1 above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Meadowbrook-S as described above and elsewhere in the Condominium Documents.

Section 8. Condominium Project, Condominium, or Project. "Condominium Project", "Condominium" or "Project" each mean Meadowbrook-S as a Condominium Project established in conformity with the Act.

Section 9. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit B hereto.

Section 10. Construction and Sales Period. "Construction and Sales Period", for the purposes of the Condominium Documents and the rights reserved to the Developer hereunder, means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Homesite which it offers for sale or as long as there remains any residence to be constructed, whichever last occurs.

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 Homesites in the Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 12. Developer. "Developer" means Terrasanto Development, L.L.C., a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both

LIBER33212 PG307

successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such term is used in the Condominium Documents.

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 Homesites which may be created are sold, or (b) mandatorily within (i) 51 months from the date of the first Homesite conveyance, or (ii) 120 days after 75% of all Homesites which may be created are sold, whichever first occurs.

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

Section 16. **Unit, Condominium Unit or Homesite.** "Homesite", "Unit" or "Condominium Unit" each mean a single Condominium Unit in Meadowbrook⁸, as the same is described in Article V, Section 1 hereof and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Homesite shall be owned in their entirety by the Co-owner of the Homesite within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference to the plural shall also be included where the same would be appropriate and vice versa.

ARTICLE IV

COMMON ELEMENTS

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

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

(a) **Land.** The land described in Article II of this Master Deed, and all landscaping thereof including a project identification sign, cul-de-sac island, greenbelt, landscaped project entry area with brick wall, storm water detention basin area and Emergency Access Stub, but excluding those portions of the land identified as Homesites.

(b) **Telephone.** The telephone system throughout the Project up to the point of entry to a dwelling.

(c) **Gas.** The gas distribution mains throughout the Project up to the point of entry to a dwelling.

(d) **Water.** The water distribution system throughout the Project up to the point of entry to a dwelling. Water used for irrigation of landscaping for each Homesite shall be metered to and paid for by the Owner of such Homesite. Any water used for irrigation of the Common Elements shall be metered to and paid for by the Association as an expense of administration.

LIBER33212 PG308

- (p) **Sanitary Sewers.** The sanitary sewer system throughout the Project up to the point of entry to a dwelling.
- (h) **Storm Drainage System.** The storm sewer mains, leads and catch basins throughout the Project including the storm water detention area designated as such on the Condominium Subdivision Plan.
- (i) **Telecommunications.** The telecommunications system, if and when it may be installed, including any security system, up to the point of entry to a dwelling.
- (j) **Lighting.** Project identification sign lighting and its timer/sensor, if any.
- (k) **Other.** Such other elements of the Project not herein designated as Common Elements which are not enclosed within the boundaries of a Homesite, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications system, 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 system, shall be General Common Elements only to the extent of the Co-owners' interests therein, if any, and the Developer makes no warranty whatever with respect to the nature or extent of such interests, if any.

Section 2. Limited Common Elements. There are no Limited Common Elements in Meadowbrook-8 at the time of recording the Master Deed although Developer expressly reserves the right to create the same by future amendment to this Master Deed.

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

(a) **Association Assumption of Responsibilities with Respect to Homesites.** In order to provide for flexibility, harmony and reasonable uniformity in administering the Condominium, the Association, acting through its Board of Directors, may upon sixty days' advance written notice to each Co-owner undertake such regularly occurring, reasonably uniform, periodic exterior maintenance functions with respect to dwellings, appurtenances and improvements constructed or installed within any Homesite boundaries as it may deem appropriate. Correspondingly, it may, by Board action, reduce the level of such services provided by the Association and require that some or all of the same shall be and become the responsibilities of the individual Co-owners.

Nothing herein contained, however, shall compel the Association to permanently undertake any or all of the foregoing described responsibilities or any other particular responsibilities. Any such responsibilities undertaken by the Association shall be charged to all Co-owners on a uniform basis and collected in accordance with the assessment procedures established under Article II of the Bylaws. The Developer, in the initial maintenance budget for the Association (and the Association, after the Transitional Control Date), shall be entitled to determine the precise nature and extent of any such services which may be provided by the Association and thereafter may add to, modify or reduce any such services, in its discretion, from time to time. Reasonable rules and regulations may be promulgated in connection therewith from time to time. In the event that a Co-owner seeks approval from the Developer or the Association for installation of a structural or landscaping improvement, the care of which will add an abnormal expense to the Association's maintenance budget, the Developer or the Association, as the case may be, shall be entitled to require payment of the abnormal expense by such Co-owner in addition to such Co-owner's ordinary maintenance assessment as a condition of plan approval.

LIBER 33212 PG 309

(b) Co-owner Responsibility for Homesites and their Appurtenant Improvements. It is anticipated that separate residential dwellings will be constructed within the building limits depicted within the respective Homesite, on Exhibit B hereto. Dwellings (except for decks, air conditioner compressors or other appurtenances which may extend into Accessory Areas respectively adjacent to Building Limits as also depicted on Exhibit B) shall not extend beyond the perimeter of Building Limits without approval of the Developer and the City. The responsibility for, and costs of all maintenance, decoration, repair and replacement of any Homesite and the dwelling and the appurtenances to each dwelling which are not otherwise specifically undertaken by the Association shall be borne by the Co-owner of the Homesite within which the same are located. The exterior appearance of each Homesite, and its dwelling, appurtenances, improvements and decorations, to the extent visible from any other Homesite or Common Element in the Project, shall be subject at all times to the jurisdiction and approval of the Association. Each Co-owner shall be responsible in the first instance for performing certain maintenance functions within each Homesite including lawn mowing, landscaping maintenance and fertilization, rubbish removal and tree trimming. The Association shall not be responsible for plowing or removal of snow or ice within any Homesite, and these shall be the Co-owner's obligation.

(c) 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. The Association may, in its sole discretion, but shall not be obliged to contract for private snow and ice removal from the public street only.

(d) City Enforcement of Maintenance. The developer prior to the transitional date and association thereafter shall have the authority and responsibility, at its expense to operate, maintain, repair, manage, and improve the general common elements in the Condominium. The developer and/or association shall have the responsibility to preserve and maintain all storm water detention and retention facilities and all private roadways and walkways, including driveways, and stub streets, which are located within the condominium, to ensure that the same continue to function as intended. The developer and/or association shall also have the responsibility to preserve and maintain all open space within the common areas. The developer and/or association shall establish a regular and systematic program of maintenance for the common areas to ensure that the physical condition and intended function of such areas and facilities shall be perpetually preserved and/or maintained.

In the event that the developer and/or association shall at any time fail to carry out the responsibilities specified in paragraph A above, and/or in the event of a failure to preserve and/or maintain such areas or facilities in reasonable order and condition, the City may serve written notice upon the developer and/or association setting forth the deficiencies in maintenance and/or preservation. Notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place of the hearing before the City Council, or such other Council, body or official delegated by the City Council, for the purpose of allowing the developer and/or association to be heard as to why the City should not proceed with the maintenance and/or preservation which has not been undertaken. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the City Council, or other body or official, designated to conduct the hearing, shall determine that maintenance and/or preservation have not been undertaken within the time specified in the notice, the City shall thereupon have the power and authority, but not obligation, to enter upon the property, or cause its agents or contractors to enter upon the property and perform such maintenance and/or preservation as reasonably found by the City to be appropriate. The cost and expense of making and financing such maintenance and/or preservation, including the cost of notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the amount of 25% of the total of all costs and expenses incurred, shall be paid by the developer and/or association, and such amount shall constitute a lien on an equal pro rata basis as to all of the residential lots on the property.

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The City may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 30 days of a billing to the developer or association, all unpaid amounts may be placed on the delinquent tax roll of the City, pro rata, as to each lot, and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the developer or association, and, in such event, the developer and/or association shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

Section 1 Use of Homesites and Common Elements. No Co-owner shall use his Homesite or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Homesite or the Common Elements. No Co-owner shall in any manner alter the existing drainage improvements or patterns.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1 Description of Units. Meadowbrook-8 contains 10 Homesites and each Homesite in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Meadowbrook-8 as surveyed by Arjee-Dorman, Inc., and attached as Exhibit B hereto. Each Unit shall consist of the area contained within the Unit boundaries as shown in Exhibit B hereto, together with all appurtenances thereto.

Section 2. Percentage of Value. The percentage of value assigned to each Homesite in Meadowbrook-8 shall be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Homesite in the Project and concluding that there are no material differences among the Homesites insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Homesite 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

CONVERTIBLE AREAS

Section 1. Designation of Convertible Areas. All Units and General Common Element areas have been designated on the Condominium Subdivision Plan as Convertible Areas within which the Units and Common Elements may be modified as provided herein.

Section 2 The Developer's Right to Modify Units and Common Elements. The Developer reserves the right in its sole discretion, from time to time, during a period ending six years from the date of recording this Master Deed, to take action as follows within the Convertible Areas as designated on the Condominium Subdivision Plan, provided, however, that none of the modifications described below shall be undertaken without approval of the City.

(a) **Modify Units and Common Elements.** The Developer reserves the right to modify the size, location, design or elevation of Units and/or General Common Elements appurtenant or geographically proximate to such Units, and to enlarge, extend, add, reduce or eliminate Units on all or any portion or portions

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of the Convertible Units designated for such purpose on the Condominium Subdivision Plan. The precise number, nature, size and location of Unit additions, deletions, enlargements, modifications and extensions or other modifications which may be established shall be determined by Developer. Any private amenity other than a dwelling extension may be assigned by the Developer as a Limited Common Element appurtenant to an individual Unit in future amendments to this Master Deed subject to prior approval of the City of Novi.

Section 7. Exercise and Assignment By Developer. No person other than the Developer (including the Association and any Co-owner) shall exercise the rights reserved to Developer in this Article VI unless such rights or some portion thereof have been specifically assigned to such person by Developer in a recordable written instrument. Further, such rights shall not be exercised by Developer or any other person except as may be permitted in accordance with the applicable ordinances of the City of Novi and such specific approvals of the City, including issuance of building permits, as may be required by law.

Section 4. Amendment of Master Deed and Modification of Percentages of Value. Any exercise of the foregoing convertibility rights shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof shall be readjusted when applicable in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. All readjustments in percentages of value shall be made so as to provide for equal percentages for all Units.

Section 5. Redefinition of Common Elements. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements or Units as may be necessary to adequately describe, serve and provide access to any Unit or Common Element modified by such amendments. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article.

Section 7. Consent of Interested Persons. All of the Co-owners and mortgagees of Units and other persons interested in or become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment to this Master Deed as may be proposed by the Developer to effectuate the purposes of this Article VI and to any proportionate reallocation of percentages of value of existing Units as may be required thereby. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE VII

CONSOLIDATION AND OTHER MODIFICATIONS OF HOMESITES

Notwithstanding any other provision of the Master Deed or the Bylaws, Homesites in the Condominium may be consolidated, modified and the boundaries relocated, in accordance with the ordinances and any required approvals of the City. Section 18 of the Act and this Article; such changes in the affected Homesite or Homesites shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

Section 1. Exercise by Developer. Developer reserves the sole right during the Construction and Sales Period and without the consent of any other Co-owner or any mortgagee of any Homesite to take the following action:

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(a) Consolidate Homesites; Relocate Homesites. Consolidate under single ownership two or more Homesites which are located adjacent to one another, and relocate any boundaries between adjoining Homesites or elsewhere. Such consolidation of Homesites and/or relocation of boundaries of Homesites shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and in the sole discretion of Developer, its successors or assigns, subject to prior approval of the City of Novi.

(b) Amend to Effectuate Modifications. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Homesite or Homesites resulting from such consolidation or relocation of boundaries shall be separately identified by number, when appropriate, and the percentage of value as set forth in Article V hereof for the Homesite or Homesites consolidated or as to which boundaries are relocated shall be adjusted in order to preserve equal percentages of value among Homesites and a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed. Such amendment or amendments to the Master Deed shall also contain such further definitions of Common Elements as may be necessary to adequately describe the Homesites and Common Elements in the Condominium Project as so modified. All of the Co-owners and mortgagees of Homesites and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Homesites which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording an entire Master Deed or the Exhibits hereto.

Section 2. Limited Common Elements. Any Limited Common Elements which may hereafter be created by amendment to this Master Deed shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to consolidate or relocate boundaries in this Article VII.

ARTICLE VIII

EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Homesite or Common Element encroaches upon another Homesite or Common Element due to shifting, settling or moving of a structure, or due to sewer errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures and improvements contained thereon for the continuing maintenance and repair of all utilities in the Condominium.

Section 2. Easement for Maintenance of Homesites, Dwelling Exteriors and Other Appurtenances. There shall be easements to and in favor of the Association, and its officers, directors, agents and designees, in, on and over all Homesites in the Project for access to the Homesites and the exterior of each of the residential dwellings and other structures and appurtenances that are constructed within the Project to permit the maintenance, decoration, repair and replacement thereof in accordance with provisions of Article IV, Section 2(a) hereof and in accordance with the terms hereinafter set forth. The Association shall have easements for performance of the maintenance functions within individual Homesites as per Article IV, Section 2(a). Each Co-owner shall be responsible for performance and all costs of decoration, maintenance, repair and replacement of his/her Homesite and the residential dwelling constructed within his/her Homesite, together with all appurtenances thereto, except as such responsibilities may be undertaken by the Association from time to time.

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on behalf of all Co-owners. In the event any Co-owner fails to discharge his responsibilities in accordance with the aesthetic, maintenance and architectural standards imposed by the Association and the Condominium Documents, the Association may enter upon the Homesite and perform any Co-owner's required decoration, maintenance, repair or replacement responsibilities and assess the costs thereof to the pertinent Co-owner in accordance with the provisions of Article II of the Bylaws.

Section 3. Utility Easements. Developer hereby reserves for the benefit of itself, its successors and assigns, and all future owners of any land adjoining the Condominium or any portion or portions thereof perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located on the Condominium Premises, including, but not limited to, electrical, telephone, other telecommunications, water, gas, storm and sanitary sewer mains. In the event Developer, its successors or assigns, thus utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement.

Developer further reserves the right at any time prior to the Transitional Control date to grant easements for utilities over, under and across the Condominium (including the Common Elements and any Homesite) to appropriate governmental agencies or public or private utility companies and to transfer title of utilities to state, county or local governments and/or to public or private utility companies. Any such easement or transfer of title may be granted or conveyed by Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in Oakland County Records. All of the Co-owners and mortgagees of Homesites 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 easement or transfer of title.

Section 4. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium, subject, however, to the approval of the Developer as long as the Construction and Sales Period has not expired. No easements created under the Condominium Documents may be modified, or obligations with respect thereto varied, without the consent of each person benefited thereby.

Section 5. Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utility companies shall have such easements as may be necessary over the Condominium Premises, including all Homesites and Common Elements to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves to maintain, repair and regulate the lawn-sprinkling systems, and for purposes of inspection of any Homesite and its appurtenances to ascertain that the same have been designed, constructed and maintained in conformity with standards imposed and/or specific approvals granted by the Association and/or the Developer and to take corrective action relative thereto.

Section 6. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Construction 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-Homesite agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic

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subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Homesite therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 7. Easements for Emergency and Other Public Services. Meadowbrook-8 is a condominium in which the internal roadways providing access to the Homesites are public. Additionally, there shall exist for the benefit of any federal, state or local public authority or any private emergency service agency, perpetual easements for the use by public vehicles and/or private emergency vehicles of all roadways in the Condominium Project for the purpose of ingress and egress to provide, without limitation, fire and police protection, water and sewer services, ambulance and rescue services, mail and school bus service and other lawful governmental services and/or private emergency services to the Condominium Project and the Co-owners thereof.

Section 8. Emergency Access Stub Street. Final Site Plan approval of the Condominium was based, in part, on the City's recognition that the City of Novi Subdivision Ordinance requires stub street locations along every 1,500-ft of property boundary frontage; and that the subject property may require emergency access to and from adjacent property to the west upon the future development of that property, pursuant to the applicable provisions of the Subdivision Ordinance. In the alternative to constructing and dedicating a 60-ft wide public right-of-way, to provide for the least amount of impact on the subject property while meeting all applicable ordinance requirements, the Developer has agreed that the Developer shall reserve and preserve an easement for constructing and maintaining an emergency access stub street (the "Stub Street"). The Emergency Access Easement (the "Easement") shall provide for emergency access to and from the adjacent property to the west, by emergency service providers, or any private emergency service agency, for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance, fire and rescue services. The Easement shall be held in escrow, for the benefit of the City, the Developer, the Co-owners, the Association, and the property owners to the west, to be dedicated upon the City's determination, in its sole discretion, when and if it is necessary to provide emergency access to and from property to the west of the Condominium. The Emergency Access Easement shall be granted by the Developer and shall be binding upon all heirs, successors, assigns and transferees of the property within the Condominium, and shall be held in escrow and shall be released and/or dedicated in accordance with the Escrow Agreement executed by the City, the Developer, and the Escrow Agent, such Escrow Agreement having been executed on notice of which has been recorded with the Oakland County Register of Deeds, at Liber . Pages

The dimensions and location of the Emergency Access Easement shall be as depicted on the Exhibit B Condominium Subdivision Plan, attached to this Master Deed. Unless and until such time as the Emergency Access Easement has been dedicated to and accepted by the City or, alternatively, has been released by the City in accordance with the Escrow Agreement, the Easement Area, shown on Exhibit B, shall be preserved, reserved and maintained by the Association, in accordance with the terms and provisions of the final approved site plan and this Master Deed. The Developer, the Association and/or the Co-owners shall not take any action in respect to the Emergency Access Easement Area contrary to the use of the Easement Area for purposes of Emergency Access. In the event the property to the west is developed in a manner that the Emergency Access Easement is not required, in the City's sole discretion, the Easement shall be released to the Developer and/or Association and shall remain a common element of the property to be maintained in accordance with the terms of this Master Deed.

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In the event that the City determines that the Stub Street must be constructed in the Emergency Access Easement Area, to provide emergency access to and from the adjacent property to the west, the Developer, to the extent that it still owns any unit or units of the Condominium, the Association, and/or all Co-owners shall, at their own expense, complete construction of the Emergency Access Stub in accordance with the final approved site plan and the City of Novi Design and Construction Standards as set forth in the City of Novi Code of Ordinances.

The City shall have the right, but not the obligation, to enforce construction and maintenance of the Stub Street by the Developer, the Association and/or the Co-owners. In the event that the Developer, the Association and/or Owners shall at any time fail to carry out the responsibilities specified above, by maintaining the Emergency Access Easement Area in accordance with the final approved site plan, and/or in the event of a failure to construct and maintain the Stub Street as the City deems necessary, the City may serve written notice upon the Developer, the Association and/or the Co-owners setting forth the actions which must be taken in respect to the Emergency Access Easement Area to comply with final site plan approval and/or the City of Novi Design and Construction Standards. Notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place of the hearing before the City Council, or such other Council, body or official delegated by the City Council, for the purpose of allowing the Developer and/or Co-owners to be heard as to why the City should not proceed with the construction and/or maintenance of the Emergency Access Stub within the Emergency Access Easement Area. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the City Council, or other body or official, designated to conduct the hearing, shall determine that the construction has not been commenced and/or completed within the time specified by the City, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Condominium Premises, or cause its agents or contractors to enter upon the Condominium Premises and construct and/or maintain and repair the Stub Street in the Emergency Access Easement Area. The cost and expense of making and financing such construction, maintenance and/or repair, including the cost of notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the amount of 25% of the total of all costs and expenses incurred, shall be paid by the Developer, the Association and/or the Co-owners, and such amount shall constitute a lien on an equal pro rata basis as to all of the units on the property. The City may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 30 days of a billing to the Developer and/or Co-owners, all unpaid amounts may be placed on the delinquent tax roll of the City, pro rata, as to each unit, and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit instituted against the Developer or Co-owners, and, in such event, the Developer and/or Co-owners shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

Section 9. The Condominium will be encumbered by a Conservation Easement that will be recorded with the Oakland County Register of Deeds upon approval and acceptance of the City of Novi. The Conservation Easement Area is described and depicted on the attached Exhibit B Condominium Subdivision Plan. The Developer reserves the right to complete dedication and recordation of said Conservation Easement without consent of any person or party with an interest in the Condominium, including, but not limited to a Co-owner and/or Mortgagee. The intent of the Conservation Easement is to preserve certain woodland, wetland and wetland mitigation areas in their natural condition. The Conservation Easement, generally, precludes any disturbance of the areas subject to the Easement. The Conservation Easement Areas shall be deemed a general common element and subject to preservation and replacement by and at the expense of the Association. The terms of the Conservation Easement are enforceable by the City as set forth therein.

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ARTICLE IX

AMENDMENT

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of 60-2/3rds of the Co-owners, except as hereinafter set forth:

Section 1. Modification of Homesites or Common Elements. No Homesite dimension may be modified in any material way without the consent of the Co-owner and mortgagee of such Homesite except as otherwise expressly provided in this Master Deed or in the Bylaws to the contrary.

Section 2. Mortgagee Consent. No mortgagee consent shall be required for any amendment to this Master Deed except as provided by MCL 559.190a, as amended, which shall govern the applicable procedures.

Section 3. By Developer. Prior to 1 year after expiration of the Construction and Sales Period, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B, upon the approval of the City, in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A as do not materially affect any rights of any Co-owners or mortgagees in the Project.

Section 4. Change in Percentage of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Homesite be modified without like consent, except as provided in this Master Deed or Bylaws.

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of 90% of all Co-owners and 90% of the first mortgagees, and upon the written consent of the City. Notwithstanding anything in the Master Deed or Bylaws there shall be no Amendment to or termination of Article IV, Section 3 (c), Article VIII, Sections 7, 8 and 9, or any other provision of this Master Deed which affects or limits the rights or regulations of the City as provided within the Master Deed or Bylaws, without first obtaining City review and written approval of any such amendment.

Section 6. Developer Approval. During the Construction and Sales Period, this Master Deed (and Exhibits A and B hereto) shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed (including Exhibits A and B hereto) without the written consent of the Developer so long as the Developer continues to offer any Homesite in the Condominium for sale or for so long as there remains, under such provisions, any further possibility of construction of a residence within any Homesites on the land described in Article II hereof, as it may be amended from time to time.

ARTICLE X

ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law including the power to approve or disapprove any act, use or proposed action of any other name or thing may be assigned by it to any other entity or to the Association. No such rights or powers shall be deemed to have been assigned except by a recorded instrument specifically so stating except as otherwise expressly provided hereon. Any such assignment or transfer shall be made by appropriate instrument in writing or duly recorded in the office of the Oakland County Register of Deeds.

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TERRASANTO DEVELOPMENT, LLC
a Michigan limited liability company

BY: *David Hales*
DAVID HALES, Member

STATE OF MICHIGAN
) ss.
COUNTY OF ~~WATKINS~~
OAKLAND

On this 13th day of May, 2004, the foregoing Master Deed was acknowledged before me by David Hales, Member of Terrasanto Development, LLC, a Michigan limited liability company, on behalf of the company.

M. Wisnawski
Notary Public
Oakland County, Michigan
My commission expires:

MASTER DEED DRAFTED BY AND
WHEN RECORDED RETURN TO:
D. DOUGLAS ALEXANDER (P29010)
ALEXANDER ZELANSKI & LEE, PLLC
217 W. ANN ARBOR ROAD, SUITE 212
PLYMOUTH, MI 48170

M. WISNAWSKI
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES ON 7, 2008
ACTING IN COUNTY OF *Oakland*

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EXHIBIT A**Meadowbrook-8****CONDOMINIUM BYLAWS****ARTICLE I****ASSOCIATION OF CO-OWNERS**

Meadowbrook-8, a residential site Condominium Project located in the City of Novi, Oakland County, Michigan, shall be administered by an Association of Co-owners which shall be a non-profit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 388) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance of his Homesite. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers, mortgagees and prospective mortgagees of Homesites in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Homesite therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE II**ASSESSMENTS**

All expenses arising from the management, administration and operation of the Association pursuant to its authorities and responsibilities as set forth in the Condominium Documents and the Act shall be levied by the Association against the Homesites and the Co-owners thereof in accordance with the following provisions:

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the

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administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

Section 2. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

(a) **Budget; Regular Assessments.** The Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of roadways within the Condominium and all other Common Elements that must receive deferred maintenance and/or be replaced on a periodic basis shall be established in the budget and must be funded by regular payments as set forth in Section 2(c) below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular project, the Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Association, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget. The annual assessments as so determined and levied shall constitute a lien against all Homesites as of the first day of the fiscal year to which the assessments relate. Failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish such lien or the liability of any Co-owner for any existing or future assessments. Should the Association at any time decide, in its sole discretion: (1) that the assessments levied are or may prove to be insufficient (a) to pay the costs of operation and management of the Condominium, (b) to provide deferred maintenance and/or replacements of Condominium roadways and/or other existing Common Elements, (c) to provide additions to the Common Elements not exceeding \$1,000 annually for the entire Condominium Project, or (2) that an emergency exists, the Association shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Association also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Sections 1 and 2 hereof. The discretionary authority of the Association to levy assessments pursuant to this subparagraph shall rest solely with the Association for the benefit of the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

(b) **Special Assessments.** Special assessments, in addition to those required in subparagraph (a) above, may be made by the Association from time to time and approved by the Co-owners as hereinafter provided to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding \$1,000 for the entire Condominium Project per year, (2) assessments to purchase a Homesite upon foreclosure of the lien for assessments described in Section 5 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 2(a) above, which shall be levied in the sole discretion of the Association) shall not be levied without the prior approval of more than 60% of all Co-owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

(c) **Apportionment of Assessments.** All assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with each Co-owner's proportionate share of the expenses of administration as provided in Article V, Section 2 of the Master Deed and without increase or decrease for the existence of any rights to the use of Common Elements appurtenant to a Homesite except as otherwise specifically provided in the Master Deed. Annual assessments as determined in accordance with Article 11, Section 2(a) above shall be payable by Co-owners in periodic

LIBER33212 PG320

installments, commencing with acceptance of a deed to or a land contract vendee's interest in a Homesite, or with the acquisition of fee simple title to a Homesite by any other means.

Section 3. Developer's Responsibility for Assessments. The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the regular Association assessments. The Developer, however, shall at all times pay all expenses of maintaining the Units that it owns, including the improvements located thereon, together with a proportionate share of all current expenses of administration, actually incurred by the Association from time to time, except expenses related to maintenance and use of the Units in the Project and of the improvements constructed within or appurtenant to the Units that are not owned by Developer. For purposes of the foregoing sentence, the Developer's proportionate share of such expenses shall be based upon the ratio of all Units owned by the Developer at the time the expense is incurred to the total number of Units then in the Project. In no event shall the Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to Units owned by it, on which a completed residential dwelling is located. For instance, the only expenses presently contemplated that the Developer might be expected to pay are a pro-rata share of any liability insurance and other administrative costs which the Association might incur from time to time. Any assessments levied by the Association against the Developer for other purposes shall be void without Developer's consent. Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim or any similar or related costs. A "completed residential dwelling" shall mean a residential dwelling with respect to which a temporary or final certificate of occupancy has been issued by the City.

Section 4. Penalties for Default. The payment of an assessment shall be in default if any installment thereof is not paid to the Association in full on or before the due date for such installment. A late charge of such uniform amount as the Board of Directors shall determine from time to time may be assessed automatically upon each installment in default for ten or more days until paid in full. The Board of Directors may also, pursuant to Article XIX, Section 4 and Article XX heretofore, levy fines for late payment of assessments in addition to such late charge. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Homesite which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such land contract seller actually takes possession of the Homesite following extinguishment of all rights of the land contract purchaser in the Homesite. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney's fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 5. Liens for Unpaid Assessments. Sums assessed to the Association which remain unpaid, including but not limited to regular assessments, special assessments, fines and late charges, shall constitute a lien upon the Homesite or Homesites in the Project owned by the Co-owner at the time of the assessment and upon the proceeds of sale thereof. Any such unpaid sum shall constitute a lien against the Homesite as of the first day of the fiscal year to which the assessment, fine or late charge relates and shall be a lien prior to all claims except real property taxes and first mortgages of record. All charges which the Association may levy against any Co-owner shall be deemed to be assessments for purposes of this Section and Section 108 of the Act.

Section 6. Waiver of Use or Abandonment of Homesite. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Homesite.

LIBER33212 PG321

Section 7. Enforcement.

(a) Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Homesite, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon seven-days' written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Homesite. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Homesite from the Co-owner thereof or any persons claiming under him. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Article XIX, Section 4 of these Bylaws. All of these remedies shall be cumulative and not alternative.

(b) Foreclosure Proceedings. Each Co-owner and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Project shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Homesite with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Homesite in the Project acknowledges that at the time of acquiring title to such Homesite, he was notified of the provisions of this subparagraph and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Homesite.

(c) Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, a written notice that one or more installments of the annual assessment levied against the pertinent Homesite is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount of outstanding (exclusive of interest, costs, attorney's fees and future assessments), (iv) the legal description of the subject Homesite(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Oakland County Register of Deeds prior to commencement of any foreclosure proceedings, but it need not have been recorded as of the date of mailing. If the delinquency is not cured within the ten-day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, The Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

LIBER 33212 PG 322

(d) Expenses of Collection. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney's fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Homesite.

Section 8. Statement as to Unpaid Assessments. The purchaser of any Homesite may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement, pursuant to which the purchaser holds the right to acquire a Homesite, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon payment of that sum within the period stated, the Association's lien for assessments as to such Homesite shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five days prior to the closing of the purchase of such Homesite shall render any unpaid assessments and the lien securing the same fully enforceable against such purchaser and the Homesite itself, to the extent provided by the Act.

Section 9. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Homesite in the Project which comes into possession of the Homesite pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Homesite which accrue prior to the time such holder acquires title to the Homesite (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Homesites including the mortgaged Homesite).

Section 10. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 11. Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 12. Construction Lien. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

ARTICLE III

ARBITRATION

Section 1. Scope and Election. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title by any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

LIBER33212 PG323

Section 2. **Judicial Relief.** In the absence of the election and written consent of the parties pursuant to Section 1 above, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. **Election of Remedies.** Such election and written consent by Co-owners or the Association to submit any such dispute, claim or grievance to the arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE IV

INSURANCE

Section 1. **Nature and Extent of Mandatory Coverage by Association.** The Association shall, to the extent appropriate in light of the nature of the General Common Element of the Project, carry all risk hazard insurance coverage, public liability insurance, officers' and directors' liability insurance, workmen's compensation insurance, if applicable, and any other insurance the Association may deem desirable or necessary, pertinent to the ownership, use and maintenance of the General Common Elements. Such coverages shall be in minimum amounts to be determined by the Developer or the Association in their sole discretion, (but in no event less than \$1,000,000 per occurrence in the case of public liability insurance).

Section 2. **Miscellaneous Provisions Relative to Insurance Coverage Maintained by Association.** All insurance maintained by the Association shall be carried and administered in accordance with the following provisions:

(a) **Insurance Policy Beneficiaries.** All insurance carried by the Association shall be purchased by the Association for the benefit of the Association, the Developer and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners.

(b) **Premium Expenses.** All premiums on basic insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration; provided, however, that any supplementary premium expenses over and above the basic premium for dwelling hazard insurance shall be specially and respectively assessed against the specific Units and Co-owners whose estimated dwelling replacement costs are responsible for such allocable increased premium expenses.

(c) **Proceeds of Insurance Policies.** Proceeds of all insurance policies relative to the Common Elements or to the administration of the Association generally and which are owned by the Association shall be received by the Association, held in a separate account and distributed to the Association and the Co-owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction. Proceeds of any hazard insurance policy owned by the Association which relate to damage or destruction occurring within a specific Homesite with respect to a dwelling or related improvements shall be payable only to the Co-owner of such Homesite and his mortgagees, as their respective interests may appear.

(d) **Authority of Association to Settle Insurance Claims.** Each Co-owner, by ownership of a Homesite in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning hazard insurance, liability insurance and workmen's compensation insurance (if applicable) pertinent to the Common Elements and the general administration of the Association, with such insurer as may, from time to time, provide such insurance for the

LIBER33212 PG324

Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing. This provision shall not confer on the Association any authority to settle claims relating only to damage or occurrences confined solely to a Homesite and the Owner thereof (and his mortgagee, if applicable) shall be solely empowered to settle such claims.

Section 3. Responsibilities of Co-owners with Respect to Insurance. Regardless of any insurance coverage which may or may not be maintained by the Association with respect to individual Homesites, each Co-owner shall, at all times, be solely responsible for obtaining insurance coverage for the Co-owner's personal liability for occurrences within the Co-owner's dwelling and for all of the Co-owner's personal property located within the Homesite as well as for any other personal insurance coverage that the Co-owner wishes to carry. Each Co-owner shall be responsible for obtaining all risk hazard insurance coverage with respect to the dwelling and all other improvements owned by such Co-owner and which are constructed or to be constructed within the perimeter of the Co-owner's Homesite and for public liability insurance for occurrences within the Homesite. There is no responsibility on the part of the Association to insure any of such improvements or liabilities whatsoever. Each Co-owner shall deliver certificates of insurance to the Association from time to time to evidence the continued existence of all insurance required to be maintained by the Co-owner hereunder. In the event of the failure of a Co-owner to obtain such insurance or to provide evidence thereof to the Association, the Association may, but is not required to, obtain such insurance on behalf of such Co-owner and the premium therefor shall constitute a lien against the Co-owner's Homesite which may be collected from the Co-owner in the same manner that Association assessments may be collected in accordance with Article II hereof. Nothing contained in this Section, however, shall require any Co-owner to carry hazard insurance or liability insurance with respect to any Common Elements which are located within any Homesite (including, without limitation, the sprinkler system pipes, fixtures, connections and control) which shall remain solely the responsibility of the Association.

Section 4. Waiver of Rights of Subrogation. The Association and all Co-owners shall use their best efforts to cause all property and liability insurance carried by the Association or any Co-owner to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

Section 5. Indemnification. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages and costs, including attorney's fees, which such other Co-owners, the Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within such individual Co-owner's Homesite and shall carry insurance to secure this indemnity if so required by the Association (or the Developer during the Development and Sales Period). This Section 5 shall not be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner, however.

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 1. Association Responsibility for Repair. Immediately after the occurrence of a casualty causing damage to a General Common Element, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair required to be

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that Mirabella Estates Condominium Association, a Michigan non-profit corporation, whose address is 339 N. Center Street, Suite #5, Northville, Michigan 48167, conveys and warrants to City of Novi, a Michigan Municipal Corporation, whose address is 45175 Ten Mile Road, Novi, Michigan 48375, for right-of-way purposes, the following described premises situated in the City of Novi, County of Oakland, State of Michigan, to wit:

See attached Exhibit "A" attached hereto and made a part hereof.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of One and no/100 Dollars (\$1.00), and subject to all building and use restrictions, easements, encumbrances and other matters of record.

Grantor grants to Grantee the right to make zero (0) divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967. 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.

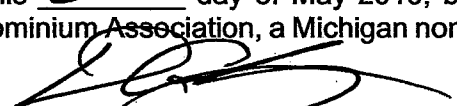
Dated this 5th day of May 2016.

Mirabella Estates Condominium Association,
a Michigan non-profit corporation

By: 
Russell G. Franchi
Its: President

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 5th day of May 2016, by Russell G. Franchi, the President of Mirabella Estates Condominium Association, a Michigan non-profit corporation.


David A. Goldberg, Notary Public
Oakland County, Michigan
My Commission Expires: 02-01-2023
Acting in Oakland County

<p>When Recorded Return to: Maryanne Cornelius, Clerk City of Novi 45175 Ten Mile Road Novi, MI 48375-3024</p>	<p>Send Subsequent Tax Bills to: City of Novi 45175 Ten Mile Road Novi, Michigan 48375</p>	<p>Drafted by: Elizabeth M. Kudla 27555 Executive Drive, Suite 250 Farmington Hills, Michigan 48331</p>
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Tax Parcel Nos. _____

Job No. _____ Recording Fee _____ Transfer Tax _____

EXHIBIT "A"
MEADOWBROOK ROAD RIGHT OF WAY

RIGHT OF WAY DESCRIPTION:

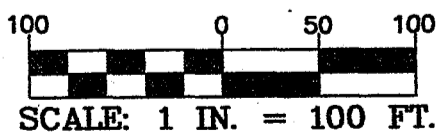
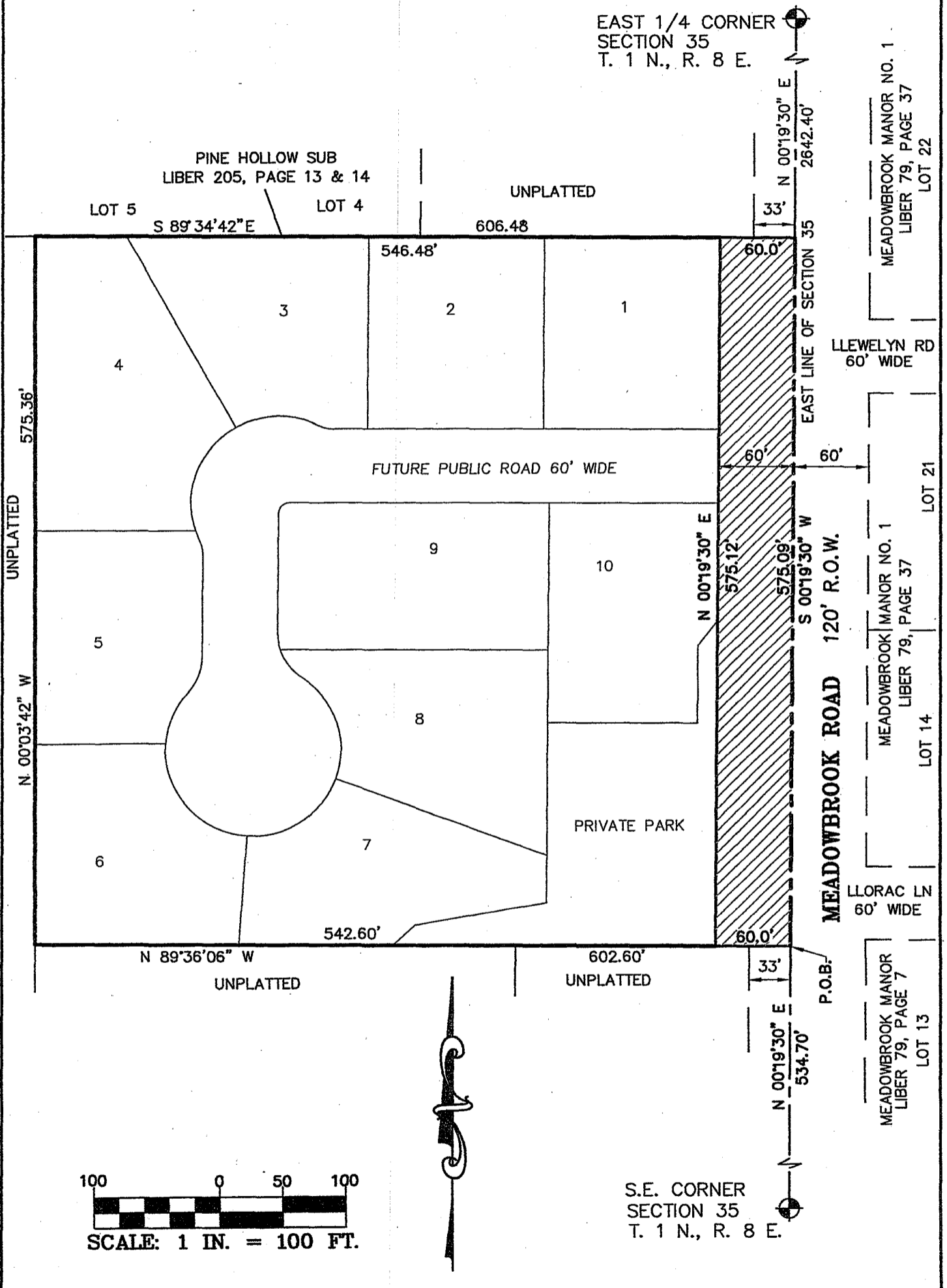
LAND IN PART OF THE SOUTHEAST 1/4 OF SECTION 35, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 35, TOWN 1 NORTH, RANGE 8 EAST, AND PROCEEDING ALONG THE EAST LINE OF SAID SECTION 35, N 00° 19' 30" E 534.70 FEET TO THE POINT OF BEGINNING; THENCE N 89°36'06" W 60.00 FEET; THENCE N 00°19'30" E 575.12 FEET; THENCE S 89°34'42" E 60.00 FEET TO THE EAST LINE OF SAID SECTION 35; THENCE S 00°19'30" W 575.09 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.
CONTAINING 0.792 ACRES

EXHIBIT "A"

MEADOWBROOK ROAD RIGHT OF WAY

EAST 1/4 CORNER
SECTION 35
T. 1 N., R. 8 E.



S.E. CORNER
SECTION 35
T. 1 N., R. 8 E.

ARPEE/DONNAN, INC.
LAND SURVEYING • ENGINEERING • MAPPING
32233 SCHOOLCRAFT, SUITE 103 (734) 953-3335
LIVONIA, MICHIGAN 48150 FAX (734) 953-3324

EXHIBIT "B"
MIRABELLA ESTATES
CITY OF NOV, OAKLAND
COUNTY, MICHIGAN

DATE: 09/05/14	
FB:	DRAWN:
PROJ. NO: 14020	
SHEET 2 OF 2	


BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Mirabella Estates Condominium Association, a Michigan non-profit corporation, whose address is 339 N. Center Street, Suite #5, Northville, Michigan 48167, for the sum of \$1.00 One Dollar, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the CITY OF NOVI, 45175 Ten Mile Road, Novi, Michigan 48375, the street paving according to the easements and/or public rights-of-way therefore established described as follows:

{See the Attached and Incorporated Exhibit A}


In witness whereof, the undersigned has executed these presents this 5th day of May 2016.

Signed by: Mirabella Estates Condominium Association,
a Michigan non-profit corporation

By: 
Russell G. Franchi
Its: President

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me 5th day of May 2016 by Russell G. Franchi, the President of Mirabella Estates Condominium Association, a Michigan non-profit corporation on its behalf.

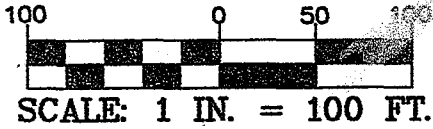

David A. Goldberg, Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My commission expires: 02-01-2023

Drafted by:
Elizabeth K. Saarela, Esquire
JOHNSON ROSATI SCHULTZ & JOPPICH PC
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331

Return To:
Maryanne Cornelius, Clerk
City of Novi
45175 West Ten Mile Road
Novi, MI 48375-3024

EXHIBIT "A"

CARMELA COURT RIGHT OF WAY



EAST 1/4 CORNER
SECTION 35
T. 1 N., R. 8 E.

PINE HOLLOW SUB
LIBER 205, PAGE 13 & 14

LOT 5 LOT 4

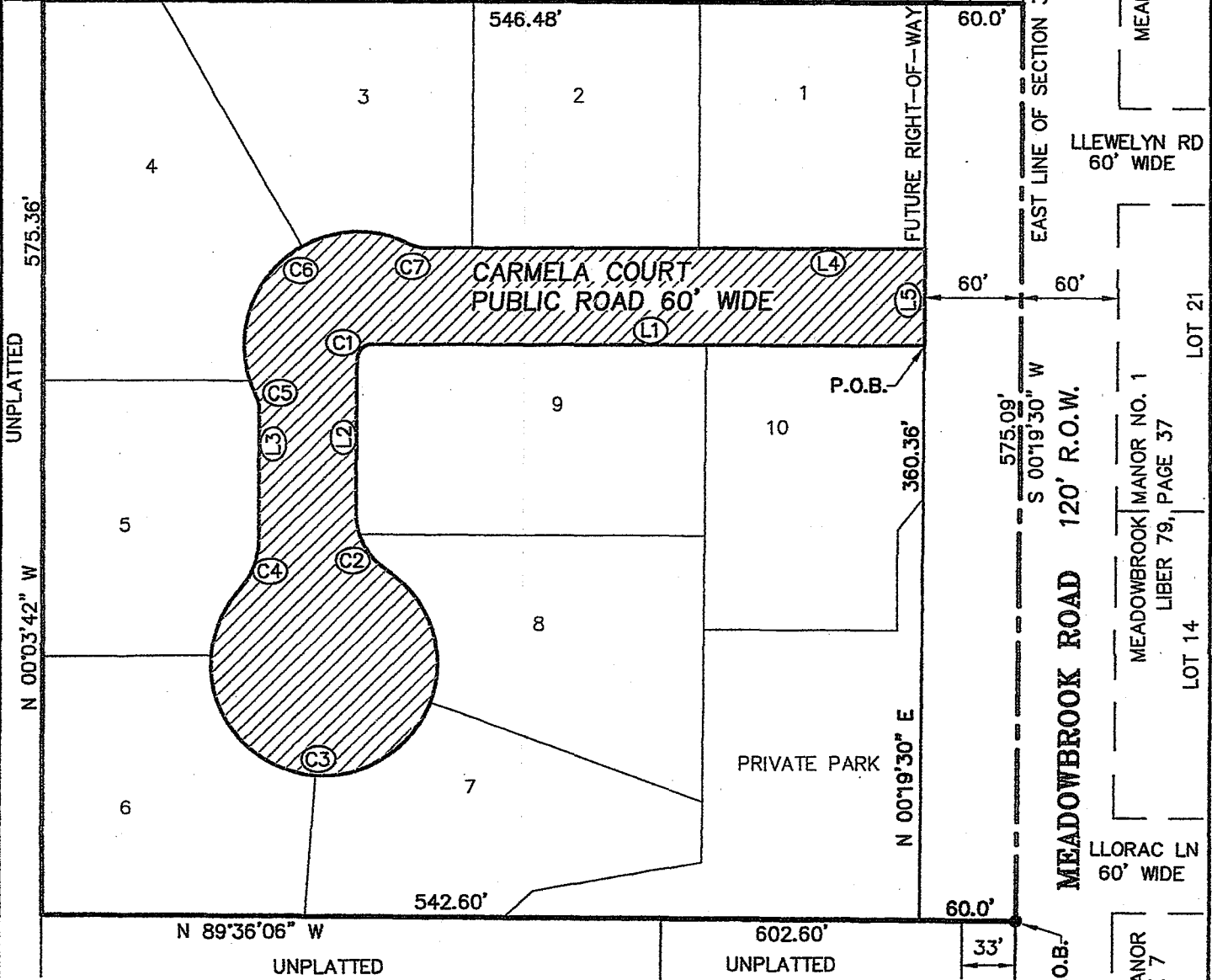
S 89°34'42"E

UNPLATTED

606.48

N 00°19'30" E
2642.40'

MEADOWBROOK MANOR NO. 1
LIBER 79, PAGE 37
LOT 22



MEADOWBROOK ROAD 120' R.O.W.

MEADOWBROOK MANOR NO. 1
LIBER 79, PAGE 37
LOT 14

LLORAC LN
60' WIDE

MEADOWBROOK MANOR
LIBER 79, PAGE 7
LOT 13

CURVE TABLE					CHORD LENGTH
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	
C1	14.14'	9.00'	90°00'00"	S 45°19'30" W	12.73'
C2	41.91'	42.00'	57°10'30"	S 28°15'45" E	40.19'
C3	341.02'	70.00'	279°07'57"	S 82°42'59" W	90.80'
C4	30.76'	42.00'	41°57'27"	N 21°18'14" E	30.07'
C5	11.16'	24.00'	26°38'53"	N 12°59'56" W	11.06'
C6	175.98'	70.00'	144°02'35"	N 45°41'55" E	133.16'
C7	13.91'	24.00'	33°12'29"	S 80°35'35" E	13.72'

LINE TABLE		
LINE	LENGTH	BEARING
L1	342.46'	N 89°40'30" W
L2	97.50'	S 00°19'30" W
L3	83.59'	N 00°19'30" E

LINE TABLE		
LINE	LENGTH	BEARING
L4	305.69'	S 89°40'30" E
L5	60.00'	S 00°19'30" W

S.E. CORNER
SECTION 35
T. 1 N., R. 8 E.

ARPEE/DONNAN, INC.
LAND SURVEYING • ENGINEERING • MAPPING
32233 SCHOOLCRAFT, SUITE 103 (734) 953-3335
LIVONIA, MICHIGAN 48150 FAX (734) 953-3324

EXHIBIT "B"
MIRABELLA ESTATES
CITY OF NOVI, OAKLAND
COUNTY, MICHIGAN

DATE: 09/05/14	
FB:	DRAWN:
PROJ. NO: 14020	
SHEET 2 OF 2	

EXHIBIT "A"

MEADOWBROOK ROAD RIGHT OF WAY

EAST 1/4 CORNER
SECTION 35
T. 1 N., R. 8 E.

PINE HOLLOW SUB
LIBER 205, PAGE 13 & 14

UNPLATTED

LOT 5

LOT 4

S 89° 34' 42" E

606.48

N 00° 19' 30" E
2642.40'

33'

MEADOWBROOK MANOR NO. 1
LIBER 79, PAGE 37
LOT 22

LLEWELYN RD
60' WIDE

FUTURE PUBLIC ROAD 60' WIDE

N 00° 19' 30" E
575.12'

S 00° 19' 30" W
575.09'

MEADOWBROOK MANOR NO. 1
LIBER 79, PAGE 37
LOT 14

MEADOWBROOK ROAD 120' R.O.W.

LOT 21

LORAC LN
60' WIDE

PRIVATE PARK

MEADOWBROOK MANOR
LIBER 79, PAGE 7
LOT 13

P.O.B.

N 00° 19' 30" E
534.70'

33'

S.E. CORNER
SECTION 35
T. 1 N., R. 8 E.

575.36'

UNPLATTED

N 00° 03' 42" W

4

3

2

1

546.48'

60.0'

5

9

10

8

6

7

542.60'

N 89° 36' 06" W

602.60'

UNPLATTED

UNPLATTED



SCALE: 1 IN. = 100 FT.



ARPEE/DONNAN, INC.
LAND SURVEYING • ENGINEERING • MAPPING
32233 SCHOOLCRAFT, SUITE 103 (734) 953-3335
LIVONIA, MICHIGAN 48150 FAX (734) 953-3324

EXHIBIT "B"
MIRABELLA ESTATES
CITY OF NOVI, OAKLAND
COUNTY, MICHIGAN

DATE: 09/05/14

FB: DRAWN:

PROJ. NO: 14020

SHEET 2 OF 2