

PURCHASER INFORMATION BOOKLET
FOR



Maple Greens

A Condominium Project
in
Novi, Michigan

Developed by:

The Maple Group/Novi, Inc.

7001 Orchard Lake Road, Suite 130
West Bloomfield, Michigan 48322

PURCHASER INFORMATION BOOKLET
FOR
THE MAPLES OF NOVI, MAPLE GREENS
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CONDOMINIUM SUBDIVISION PLAN

THE MAPLES OF NOVI, MAPLE GREENS ASSOCIATION ARTICLES OF INCORPORATION

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DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTICTIONS FOR THE MAPLES OF NOVI COMMUNITY

THE MAPLES OF NOVI COMMUNITY ASSOCIATION ARTICLES OF INCORPORATION

THE MAPLES OF NOVI COMMUNITY ASSOCIATION BYLAWS

MANAGEMENT AGREEMENT

ESCROW AGREEMENT

DISCLOSURE STATEMENT

COPY
REGISTER OF DEEDS
COUNTY OF OAKLAND

139 126936

MASTER DEED

THE MAPLES OF NOVI, MAPLE GREENS

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This Master Deed is made and executed on this 22 day of August, 1989, by The Maple Group/Novi, Inc., a Michigan corporation ("Developer"), the address of which is 7001 Orchard Lake, Suite 130, West Bloomfield, Michigan 48322, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

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

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

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as The Maples of Novi, Maple Greens, Oakland County Condominium Subdivision Plan No. 1028. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the General Common Elements of the Condominium Project.

ARTICLE II

LEGAL DESCRIPTION

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

Part of the Northeast 1/4 of section 2 Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as beginning at a point distant North 89°00'02" West along the North line of said Section 2, 95.00 feet and South 01°00'00" West, 385.32 feet and North 89°00'00" West, 24.84 feet and 192.07 feet along the arc of a curve to the left, said curve having a radius of 310.00 feet, a central angle of 35°30'00", a chord length of 189.02 feet, and a chord bearing of South 73°15'00" West and South 55°30'00" West, 72.19 feet and North 35°32'40" West, 14.00 feet from the Northeast corner of said Section 2; thence from said Point of Beginning South 55°30'00" West, 62.71 feet; thence 133.83 feet along the arc of a curve to the right, said curve having a radius of 216.00 feet, a central angle of 35°30'00", a chord length of 131.70

Recorded in Liber 11034,
Pages 636 through 677,
Oakland County Records on
August 23, 1989

feet and a chord bearing of South 73°15'00" West; thence North 89°00'00" West, 8.44 feet; thence North 01°00'00" East, 87.25 feet; thence North 89°00'00" West, 98.40 feet; thence North 01°00'00" East, 178.96 feet; thence North 83°05'54" East, 239.47 feet; thence South 55°01'56" East, 86.12 feet; thence South 42°00'00" West, 129.45 feet; thence 20.31 feet along the arc of a curve to the right, said curve having a radius of 93.42 feet, a central angle of 12°27'12", a chord length of 20.27 feet and a chord bearing of South 41°46'21" East; thence South 35°32'40" East, 77.02 feet to the Point of Beginning, together with and subject to all easements and restrictions of record and all governmental limitations and together with and subject to a certain Declaration of Easements, Covenants, Conditions and Restrictions for The Maples of Novi Community recorded in Liber 11034, Pages 570 through 592, Oakland County Records.

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of The Maples of Novi, Maple Greens Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in The Maples of Novi, Maple Greens 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 The Maples of Novi, Maple Greens 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. Common Elements. "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

Section 5. Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, Bylaws and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 6. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurte- nances belonging to The Maples of Novi, Maple Greens.

Section 7. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" means The Maples of Novi, Maple Greens, as a Condominium Project established in conformity with the Act.

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

Section 9. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe The Maples of Novi, Maple Greens as a completed Condominium Project and shall reflect the entire land area added to or withdrawn from the Condominium from time to time under Article VII, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, if and when recorded in the office of the Oakland County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto.

Section 10. Co-owner or Owner. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 11. Declaration. "Declaration" means that certain Declaration of Easements, Covenants, Conditions and Restrictions for The Maples of Novi Community recorded in Liber 11034, Pages 570 through 592, Oakland County Records which creates certain relationships between The Maples of Novi, Maple Greens and adjoining land.

Section 12. Developer. "Developer" means The Maple Group/Novi, Inc., a Michigan corporation, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

Section 13. Development and Sales Period. "Development and Sales Period", for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, shall be deemed to continue for so long as Developer continues to own any Unit in the Project and for so long as Developer continues or proposes to construct other residences or owns or holds an option or other enforceable purchaser interest in land for residential development within The Maples of Novi development as described in the Declaration, whichever is longer.

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

Section 15. The Maples of Novi Community. "The Maples of Novi Community" shall mean the land area and improvements thereon, from time to time, described as such in the Declaration.

Section 16. 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 17. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean a single residential building site in The Maples of Novi, Maple Greens, as described in Article V, Section 1 hereof and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

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

ARTICLE IV COMMON ELEMENTS

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

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

(a) **Land.** The land described in Article II hereof and other common areas, when included as a part of the Condominium, not identified as Units or Limited Common Elements. All land contained within such description shall be and remain a General Common Element of the Condominium subject only to the rights of the owners of the adjoining land as set forth in the Declaration.

(b) **Electrical.** The electrical transmission system throughout the Project up to, but not including, the electric meter for each residential dwelling that now or hereafter is constructed within the perimeter of a Unit.

(c) **Site Lighting.** Any lights designed to provide illumination for the Condominium Premises as a whole.

(d) **Telephone.** The telephone system throughout the Project up to the point of connection to each residential dwelling that now or hereafter is constructed within the perimeter of a Unit.

(e) **Gas.** The gas distribution system throughout the Project up to, but not including, the gas meter for each residential dwelling that now or hereafter is constructed within the perimeter of a Unit.

(f) **Water.** The water distribution system throughout the Project up to, but not including, the water meter for each residential dwelling that now or hereafter is constructed within the perimeter of a Unit, including the irrigation system that lies within the Condominium Premises.

(g) **Sanitary Sewer.** The sanitary sewer system throughout the Project up to the point of entry to each residential dwelling that is now or hereafter constructed within the perimeter of a Unit.

(h) **Storm Sewer.** The storm sewer system throughout the Project.

(i) **Telecommunications.** The telecommunications system throughout the Project, if and when it may be installed, up to, but not including, connections to provide service to each residential dwelling that now or hereafter is constructed within the perimeter of a Unit.

(j) **Beneficial Easements.** The beneficial easements described in Article II above.

(k) **Other.** Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

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

Section 2. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

(a) **Driveways.** Each Limited Common Element driveway as depicted on the Condominium Subdivision Plan shall be limited in use to the Unit to which it has been assigned.

(b) **Other.** The Developer has reserved the right in Article VIII of this Master Deed to designate Limited Common Elements within the Convertible Area which may, at the Developers discretion, be assigned as appurtenant to an individual Unit.

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

(a) Primary Responsibility of Co-owners for Units, Dwellings and Limited Common Elements. It is anticipated that a separate residential dwelling will be constructed within each Unit depicted on Exhibit B hereto and that various appurtenances to such dwellings may be created pursuant to Article VIII hereof, adjacent to the same. Except as otherwise expressly provided, the responsibility for, and the costs of maintenance, decoration, repair and replacement of any dwelling and appurtenance to each dwelling as a Limited Common Element, including by way of example and not limitation decks, shall be borne by the Co-owner of the Unit which is served thereby; provided, however, that the exterior appearance of such dwellings and appurtenant Limited Common Elements, to the extent visible from any other Unit or Common Element on the Project, shall be subject at all times to the approval of the Association and to reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations.

(b) Association Responsibility for Portions of Units, Dwellings and Limited Common Elements.

(1) Roofs, Siding, Painting and/or Staining of Dwelling Exteriors. The responsibility for, and the costs of maintaining, repairing and replacing roofs and siding, and painting and/or staining of the exteriors of the dwellings constructed within the Units, but not including decks, shall be borne by the Association and shall be performed at such times and with such materials and by such contractors as the Association shall, in its sole discretion, determine from time to time. (However, the Developer may, at the time of its approval of construction of any dwelling or appurtenance require or impose, as a condition of any such approval, a larger assessment to be made against the Unit on which the same is located. The purpose of such larger assessment shall be to absorb the abnormally higher expenses which will be incurred by the Association in carrying out its responsibilities under this provision due to the nature and/or extent of additional painting, staining, maintenance or replacement required for any such dwelling or appurtenance.)

(2) Landscaping. The Association shall be responsible for maintenance, repair and replacement of the lawns and landscaping installed by the Developer whether lying inside a Unit or within the surrounding Common Elements (and any replacements thereof by the Association), except for areas containing decks, patios, privacy areas or other improvements which, in the sole discretion of the Association, are determined to be inaccessible to the landscaping maintenance equipment of the Association or its employees or contractors.

(3) Driveways. The Association shall be responsible for the maintenance, repair and replacement of driveways appurtenant to each Unit as well as for snow plowing with respect thereto.

(4) Common Lighting. The Developer may install illuminating fixtures on the Common Elements and/or within Units and designate the same as common lighting as provided in Article IV, Section 1(c) hereof. The costs of maintenance, repair and replacement of such common lighting system and fixtures (including light bulbs) shall be borne by the Association. The Developer may, in its discretion, cause the electricity for such fixtures to be borne by either the Association or Co-owners, as it deems appropriate.

(5) Other. In order to provide for flexibility in administering the Condominium, the Association, acting through its Board of Directors, may also undertake such other regularly recurring, reasonably uniform, periodic exterior maintenance functions with respect to dwellings or other improvements constructed or installed within any Unit boundaries and their appurtenant Limited Common Elements (if any) as it may deem appropriate. Nothing herein contained, however, shall compel the Association to undertake any such additional responsibilities. Any such additional services undertaken by the Association shall be charged to any affected Co-owner on a reasonably uniform basis and collected in accordance with the assessment procedures established under Article II of the Bylaws. The Developer, in the initial maintenance budget for the Association, shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith.

(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.

Section 4. Use of Units and Common Elements. No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

ARTICLE V UNIT DESCRIPTIONS AND PERCENTAGES OF VALUE

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of The Maples of Novi, Maple Greens as prepared by Zeimet-Wozniak & Associates, Inc. and attached hereto as Exhibit B. Each Unit shall consist of the space contained within Unit boundaries as shown in Exhibit B hereto and delineated with heavy outlines. The vertical boundaries of the Units may vary from time to time to accommodate changes in grade elevations. Accordingly, the Developer or, upon assignment, the Association shall have the right, in its sole discretion, to modify the Condominium Subdivision Plan to depict actual ground elevations and Unit boundaries. Even if no such amendment is undertaken, easements for maintenance of structures that encroach on Common Elements have been reserved in Article X below.

Section 2. Percentage of Value. The percentage of value assigned to each Unit is equal at 20%. The percentages of value were computed on the basis that the comparative characteristics of the Units are such that it is fair and appropriate that each Unit owner vote equally and pay an equal share of the expenses of maintaining the General Common Elements. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the General Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners.

ARTICLE VI EXPANSION OF CONDOMINIUM

Section 1. Area of Future Development. The Condominium Project established pursuant to the initial Master Deed of The Maples of Novi, Maple Greens and consisting of five Units is intended to be the first stage of an Expandable Condominium under the Act to contain in its entirety a maximum of 400 Units. Additional Units, if any, will be established upon all or some portion or portions of the following described land:

Part of the Northwest 1/4 of Section 1 and part of the Northeast 1/4 of Section 2, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as beginning at a point distant North 89°00'02" West 95.00 feet along the North line of said Section 2 and South 01°00'00" West 334.87 feet from the Northeast corner of said Section 2; thence from said Point of Beginning continuing South 01°00'00" West 50.45 Feet; thence South 89°00'00" East 74.92 feet; thence 310.89 feet along the arc of a curve to the right, radius 375.00 feet, central angle 47°30'00", chord length 302.06 feet and a chord bearing of South 65°15'00" East, thence South 41°30'00" East 154.64 feet; thence 452.30 feet along the arc of a curve to the right, radius 365.00 feet, central angle of 70°59'58", chord length 423.91 feet and a chord bearing of South 06°00'00" East; thence South 29°30'00" West 404.06 feet; thence 82.83 feet along the arc of a curve to the left, radius 365.00 feet, central angle of 13°00'08", chord length 82.65 feet and a chord bearing of South 22°59'36" West; thence South 16°30'00" West 507.46 feet; thence 433.22 feet along the arc of a curve to the right, radius 310.00 feet, central angle 80°04'12", chord length 398.82 feet and a chord bearing of South 56°32'04", West; thence South 01°32'29" West 991.39 feet to the East & West 1/4 line of said Section 2; thence North 89°33'08" West 1320.64 feet along said East

& West 1/4 line of Section 2; thence North 09°14'28" West 428.00 feet; thence North 80°45'32" East 160.00 feet; thence North 32°51'51" East 116.63 feet; thence North 53°07'48" East 225.00 feet; thence due East 180.00 feet; thence North 19°21'08" West 217.28 feet; thence North 68°16'37" West 368.20 feet; thence North 39°59'57" West 51.02 feet; thence 190.67 feet along the arc of a curve to the right, radius 230.00 feet, central angle 47°29'57", chord length 185.26 feet and a chord bearing of North 16°15'00" West; thence North 07°30'00" East 72.89 feet; thence 38.13 feet along the arc of a curve to the left, radius 230.00 feet, central angle 09°29'58", chord length 38.09 feet and a chord bearing of North 02°45'00" East; thence North 02°00'00" West 160.79 feet; thence 36.13 feet along the arc of a curve to the right, radius 230.00 feet, central angle 08°59'59", chord length 36.09 feet and a chord bearing of North 02°30'00" East; thence North 07°00'00" East 262.83 feet; thence 56.20 feet along the arc of a curve to the right, radius 230.00 feet, central angle 14°00'00", chord length 56.06 feet and a chord bearing of North 14°00'00" East; thence North 20°59'58" East 81.47 feet; thence 202.72 feet along the arc of a curve to the left, radius 230.00 feet, central angle 50°29'58", chord length 196.22 feet and a chord bearing of North 04°15'00" West; thence North 29°29'59" West 79.72 feet; thence 76.27 feet along the arc of a curve to the right, radius 230.00 feet, central angle 18°59'58", chord length 75.92 feet and a chord bearing of North 20°00'00" West; thence North 10°30'01" West 262.19 feet; thence 148.53 feet along the arc of a curve to the right, radius 230.00 feet, central angle 37°00'00", chord length 145.96 feet and a chord bearing of North 08°00'01" East; thence South 89°00'02" East 490.00 feet; thence North 61°30'13" East 430.00 feet; thence North 83°05'54" East 390.00 feet; thence South 55°01'56" East 150.00 feet; thence South 89°00'02" East 193.68 feet to the Point of Beginning, excepting a parcel of land taken for Golf Holes 1, 2, & 3 described as beginning at a point distant South 09°33'37" West 389.66 feet from said Northeast corner of Section 2; thence from said Point of Beginning South 14°33'17" East 700.88 feet; thence South 12°59'41" West 266.83 feet; thence South 73°36'38" West 177.20 feet; thence South 12°31'44" West 92.20 feet; thence North 73°35'21" West 761.00 feet; thence South 30°17'17" West 654.31 feet; thence North 63°09'57" West 95.26 feet; thence North 32°04'56" West 79.08 feet; thence North 31°48'05" East 452.72 feet; thence North 39°14'22" East 278.00 feet; thence North 72°37'09" East 133.68 feet; thence South 66°10'53" East 606.67 feet; thence North 71°41'51" East 136.93 feet; thence North 01°43'43" East 497.23 feet; thence North 15°11'09" West 362.66 feet; thence North 73°39'33" East 118.66 feet to the Point of Beginning "A". thence South 33°54'26" West, 1817.46 feet to the Point of Beginning "B"; thence from said Point of Beginning "B" Golf Holes 4 & 5 described as beginning at a point distant South 56°58'34" East 238.54 feet, thence South 17°21'14" East 335.26 feet, thence South 00°05'33" West, 218.58 feet, thence South 78°10'49" West 714.80 feet; thence North 18°26'06" West 94.87 feet; thence North 53°07'48" East 225.00 feet; thence due East 180.00 feet; thence North 09°08'30" East 440.60 feet; thence North 15°56'43" West 145.60 feet; thence North 69°26'38" East 42.72 feet to the Point of Beginning and being subject to all easements of record, except for any portion of such land that is included in the parcel described in Article II of this Master Deed, as it may be amended,

(hereinafter referred to as "area of future development").

Section 2. Increase in Number of Units. Any other provisions of this Master Deed notwithstanding, the number of Units in the Project and Common Elements may, at the option of the Developer, from time to time, within a period ending no later than six years from the date of recording this Master Deed, be increased by the addition to this Condominium of any portion of the area of future development. No Unit shall be created within the area of future development that is not restricted exclusively to residential or recreational use which may include, without implication of limitation, a golf course, golf paths, cart paths, club house, nature trails, jogging paths and other related incidental uses.

Section 3. Expansion Not Mandatory. Nothing herein contained shall in any way obligate the Developer to enlarge the Condominium Project beyond the phase established by this Master Deed and the

Developer may, in its discretion, establish all or a portion of said area of future development as a rental development, a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the area of future development described in this Article VI, nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

ARTICLE VII CONTRACTION OF CONDOMINIUM

Section 1. Right to Contract. As of the date this Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of five Units on the land described in Article II hereof all as shown on the Condominium Subdivision Plan. In future recorded amendments to this Master Deed, however, the Developer may elect to include additional Units which may be later removed from the Condominium. In any such event, Developer reserves the right to withdraw from the Project any Units, together with the land area on which they are proposed, will be described and depicted as "Contractable Area" on the Condominium Subdivision Plan. Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of additional Units hereinafter included in this Condominium Project may, at the option of the Developer, from time to time, within a period no later than six years from the date of recording this Master Deed, be contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of Units be less than five.

Section 2. Withdrawal of Land. In connection with such contraction, the Developer unconditionally reserves the right to withdraw from the Condominium Project such portion or portions of the land as may be hereinafter described in any amendment to this Article VII as is not reasonably necessary to provide access to or otherwise serve the Units included in the Condominium Project as so contracted. Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a rental development, a separate condominium project (or projects) or any other form of development. Developer further reserves the right, subsequent to such withdrawal but prior to six years from the date of recording this Master Deed, to expand the Project as so reduced to include all or any portion of the land so withdrawn.

ARTICLE VIII CONVERTIBLE AREAS

Section 1. Designation of Convertible Areas. The General Common Elements 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. Reservation of Rights to Modify Units and Common Elements. The Developer reserves the right, in its sole discretion, during a period ending no later than six years from the date of recording this Master Deed, to enlarge or extend Units and/or General Common Elements and to create Limited Common Elements appurtenant or geographically proximate to such Units within the Convertible Areas above designated for such purpose to locate and relocate driveways, and/or to construct privacy areas, courtyards, atriums, patios, decks and other private amenities. Any private amenity other than a Unit extension shall be assigned by the Developer as a Limited Common Element appurtenant to an individual Unit.

Section 3. Compatibility of Improvements. All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the structures on other portions of the Condominium Project, as determined by Developer in its discretion.

ARTICLE IX OPERATIVE PROVISIONS

Any expansion, contraction or conversion in the Project pursuant to Articles VI, VII or VIII above shall be governed by the provisions as set forth below.

Section 1. Amendment of Master Deed and Modification of Percentages of Value. Such expansion, contraction or conversion of this Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof may be proportionately readjusted when applicable in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

Section 2. Redefinition of Common Elements. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the additional parcel or parcels being added to the Project 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, including, but not limited to, the connection of roadways and sidewalks in the Project to any roadways and sidewalks that may be located on, or planned for the area of future development and to provide access to any Unit that is located on, or planned for the area of future development from the roadways and sidewalks located in the Project.

Section 3. Consolidating Master Deed. A Consolidating Master Deed shall be recorded pursuant to the Act when the Project is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 4. Consent of Interested Persons. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of Articles VI, VII and VIII above and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE X

EASEMENTS

Section 1. Easement for Maintenance of Encroachments. In the event any portion of a structure located within a Unit encroaches upon a Common Element due to shifting, settling or moving of a building, or due to survey errors or construction deviations or change in ground elevations, 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 destruction. One of the purposes of this Section is to enable Co-owners to maintain structural elements and fixtures, including decks, which project into the General Common Elements surrounding each Unit notwithstanding their projection beyond the Unit perimeters.

Section 2. Easements Retained by Developer.

(a) **Roadway Easements.** The Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VI or any portion or portions thereof, including any land that may be withdrawn from time to time as reserved in Article VII, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the parcel described in Article VI and which lies outside of this

Condominium. All expenses of maintenance, repair, replacement and resurfacing of any shared road(s) shall be apportioned between this Condominium and any developed portions of the land described in Article VI whose closest means of access to a public road is over such road or roads. The Co-owners of this Condominium shall be responsible for payment of a proportionate share of such expenses which share shall be determined by multiplying such expenses by a fraction, the numerator of which is the number of Units in this Condominium, and the denominator of which is comprised of the numerator plus all other completed Units in the land described in Article VI which lies outside of the Condominium and whose closest means of access to a public road is over such road.

The Developer reserves the right at any time during the Development and Sales Period, and the Association shall have the right thereafter, to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways in The Maples of Novi, Maple Greens shown as General Common Elements in the Condominium Subdivision Plan. Any such right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to the Condominium Subdivision Plan hereto, recorded in the Oakland County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication. Any such dedication shall be subject to rights of dedication and use reserved in the Declaration.

(b) **Utility Easements.** The Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VI or any portion or portions thereof, including any land that may be withdrawn from time to time as reserved in Article VII, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium, including, but not limited to, water, gas, electrical, telephone, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located in the Condominium, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement. All expenses of maintenance, repair and replacement of any utility mains referred to in this Section shall be shared by this Condominium and any developed portions of the land described in Article VI which are served by such mains. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of Units in this Condominium, and the denominator of which is comprised of the numerator plus all other Units in the land described in Article VI that are served by such mains.

The Developer reserves the right at any time during the Development and Sales Period, and the Association shall have the right thereafter, to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities and improvements lying within easements granted to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Oakland County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title. All such grants shall be subject to rights reserved in the Declaration.

Section 3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such reasonable easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes or other lawful purposes as may be necessary for the benefit of the Condominium subject, however, to the approval of the Developer so long as the Development and Sales Period has not expired.

Section 4. Association and Developer Easements for Maintenance, Repair and Replacement.

The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium; provided, however, that the easements granted hereunder shall not entitle any person other than the Owner thereof to gain entrance to the interior of any dwelling or garage located within a Unit. 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 and other Common Elements located within any Unit or its appurtenant Limited Common Elements. Neither the Developer nor the Association shall be liable to the Owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. Further, the Association shall not be responsible for any consequential damages, including without limitation damage to the personal property of a Co-owner whether within or outside the Unit, that may result from the Association's failure to timely undertake repairs for which it is responsible. In the event a Co-owner fails to maintain his residential dwelling as required under the Condominium Documents and in accordance with the standards imposed by the Association, the Association or the Developer may enter upon the Unit (but not inside the dwelling) and the Limited Common Element appurtenant thereto (if any) and perform any required decoration, maintenance, repair or replacement. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

Section 5. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic 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 Unit therein. Included within and not limited by the foregoing is the right of the Developer or an affiliate to establish and sell to the Association and the Co-owners service for telecommunications within the Condominium Project. In pursuance thereof, the Developer may place telecommunications equipment owned by it at such locations on the Common Elements as it may deem appropriate and may furnish the telecommunications service to users outside the Condominium and shall have such easements as may be necessary to lay and maintain cables within the Common Elements in connection therewith. 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 6. The Maples of Novi Easement. Members and guests of the adjoining golf club shall have the right to enter the General Common Element lawn areas and roads of the Condominium Premises

for the purpose of retrieving golf balls that land within the Condominium Premises and for pedestrian access through the Condominium Premises while playing the golf course, including without limitation the use of golf cart paths and other pedestrian paths that may be located within the Condominium. This easement does not permit members and guests of the golf club to enter or cross over any other General Common Elements, or Limited Common Elements or Units, without the permission of the Co-owner of the Unit involved. Further, golf balls that enter the Condominium Premises shall be considered out-of-play and no golf balls shall be played from within the Premises.

Section 7. Other Community Easements. The Developer or the Association shall have the right to grant such further easements, including without limitation, easements for maintaining, repairing and replacing the adjacent golf course, and lakes, and for use of paths established for walking, hiking, jogging, skiing, cycling and for access purposes for all of the foregoing over or with respect to Common Elements of the Condominium as may be necessary or desirable in furtherance of development, community usage, and coordinated maintenance and operation of the entire development as described in the Declaration and to confer responsibilities and jurisdiction for administration and maintenance of such easements upon the administrator of The Maples of Novi Community as described in the Declaration.

ARTICLE XI

AMENDMENT

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of 66-2/3% of the Co-owners, except as hereinafter set forth:

Section 1. Modification of Units or Common Elements. No Unit dimension may be modified in any material way without the consent of the Co-owner and mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant.

Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendments shall require the approval of 66-2/3% of all first mortgagees of record allocating one vote for each mortgage held.

Section 3. By the Developer. Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the other Condominium Documents without approval of any Co-owner or mortgagee for the purposes of correcting survey or other errors and for any other purpose unless the amendment would materially alter or change the rights of a Co-owner or mortgagee, in which event Co-owner and mortgagee consent shall be required as provided above.

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 Unit be modified without like consent, except as provided in Article IX of this Master Deed, elsewhere in the Master Deed or in the Bylaws.

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer and 80% of non-Developer Co-owners.

Section 6. Developer Approval. During the Development and Sales Period, this Master Deed and Exhibits A and B hereto shall not be amended nor shall the provisions thereof be modified in any way without the written consent of the Developer.

ARTICLE XII
ASSIGNMENT

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

WITNESSES:

James L. Myers
James L. Myers
Sam Blumenstein
Sam Blumenstein

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND) SS.

THE MAPLE GROUP/NOVI, INC., a Michigan
corporation

By: Sam Blumenstein
Sam Blumenstein, President

On this 2nd day of August, 1989, the foregoing Master Deed was acknowledged before me by Sam Blumenstein, the President of The Maple Group/Novi, Inc., a Michigan corporation, on behalf of the corporation.

Arleen Blumenstein
Notary Public, Oakland County, Michigan
My commission expires: 8-18-91

Master Deed drafted by:

William T. Myers, of Dykema Gossett
505 North Woodward Ave.
Suite 3000
Bloomfield Hills, Michigan 48013

ARLEEN R. BLUMENSTEIN
Notary Public, Oakland County, MI
My Commission Expires 8-18-91

and

Robert L. Friedman, Esquire
Friedman & Friedman, P.C.
29777 Telegraph Road, Suite 2401
Southfield, Michigan 48034

When recorded, return to:

William T. Myers, of Dykema Gossett
505 North Woodward Ave.
Suite 3000
Bloomfield Hills, Michigan 48013

THE MAPLES OF NOVI, MAPLE GREENS
EXHIBIT A
BYLAWS

ARTICLE I
ASSOCIATION OF CO-OWNERS

The Maples of Novi, Maple Greens, a residential 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 3(8) 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 to his Unit. 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 and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit 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 in pursuance of its authorizations and responsibilities as set forth in the Condominium Documents and the Act shall be levied by the Association against the Units 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 General 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 General Common Elements or the 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.** The Board of Directors of 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 those General Common Elements that must be repaired or replaced on a periodic basis shall be established in the budget and must be funded by regular payments as set forth in Section 3 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 Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time decide, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide repairs or replacements of existing General Common Elements, Limited Common Elements and improvements located on Limited Common Elements and Units to the extent the Association is obligated to repair and replace, (3) to provide additions to the General Common Elements not exceeding \$1,000.00 annually for the entire Condominium Project, or (4) in the event of emergencies, the Board of Directors 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 Board of Directors also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 3 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors 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.

(b) **Special Assessments.** Special assessments, in addition to those required in subparagraph (a) above, may be made by the Board of Directors 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 General Common Elements of a cost exceeding \$1,000.00 for the entire Condominium Project per year, (2) assessments to purchase a Unit 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 Board of Directors) shall not be levied without the prior approval of more than 80% 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) **Planned Residential Development Assessments.** The Association shall collect a prorata share from each Co-owner, in addition to the assessments set forth above, of all assessments levied against the Association and/or the Co-owners pursuant to the Declaration of Easements, Covenants, Conditions and Restrictions for The Maples of Novi Community as defined in Article III of the Master Deed. The default and enforcement provisions contained in Sections 3 and 5 of this Article II shall apply with respect to the collection of all assessments levied under the Declaration. All assessments collected from the Co-owners shall be paid over by the Association to the appropriate entity on or before the due date established for the payment of such assessments in the Declaration.

Section 3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, 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 the percentage of value allocated to each Unit in Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article III, Section 2(a) above shall be payable by Co-owners in regular installments, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. A late charge not exceeding \$25 per installment may be assessed automatically by the Association upon each installment in default 5 or more days until each installment together with all applicable late charges is paid in full. The Board of Directors shall also have the right to increase the amount of the late charge upon notification to all Co-owners. The Association also may, pursuant to Article XX hereof, levy fines for late payment

of assessments in addition to the late charge. Each Co-owner (whether 1 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 Unit 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 assessment levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. 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 4. Waiver of Use or Abandonment of Unit. 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 Unit.

Section 5. 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 Unit, 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 services to a Co-owner in default upon 7 days' written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to serve on committees or as a Director of the Association, 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 Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit 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 XX 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 Unit 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 Unit in the Project acknowledges that at the time of acquiring title to such Unit, 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 Unit.

(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 10 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 1 or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within 20

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 outstanding (exclusive of interest, costs, attorney's fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in the county in which the Project is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the 10-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.

(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 Unit.

Section 6. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit 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 Unit which accrue prior to the time such holder comes into possession of the Unit (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 Units including the mortgaged Unit).

Section 7. 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 building is located. For instance, the only expense presently contemplated that the Developer might be expected to pay is a *pro rata* share of snow removal and other road maintenance from time to time as well as a *pro rata* share of any 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 building" shall mean a building with respect to which a certificate of occupancy has been issued by the City of Novi.

Section 8. 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 9. 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 10. Mechanic's Lien. A mechanic's 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.

Section 11. Statement as to Unpaid Assessments. The purchaser of any Unit 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 Unit, 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 the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least 5 days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing the same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

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 of 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.

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 arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE IV INSURANCE

Section 1. Extent of Coverage. The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation insurance, if applicable, pertinent to the residential dwellings in the Condominium and to the ownership, use and maintenance of the Common Elements and certain other portions of the Condominium Project, as set forth below, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) **Responsibilities of Co-owners and Association.** All such insurance shall be purchased by the Association for the benefit of the Association, 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. It shall be each Co-owner's responsibility to determine by personal investigation or from the Co-owner's own insurance advisors the nature and extent of insurance coverage adequate to the Co-owner's needs and thereafter to obtain insurance coverage for

the Co-owner's personal property and any additional fixtures, deck(s), equipment and trim (as referred to in subsection (b) below) located within the Co-owner's dwelling and Unit or elsewhere on the Condominium and for the Co-owner's personal liability for occurrences within the Co-owner's dwelling, Unit or upon Limited Common Elements appurtenant to the Unit, and also for alternative living expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages.

(b) **Insurance of Dwellings, Common Elements and Fixtures.** All Common Elements of the Condominium Project and all dwellings shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall be effected upon an agreed-amount basis for the entire Condominium Project with appropriate inflation riders in order that no co-insurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total project destruction if the insurance proceeds failed, for some reason, to be equal to the total cost of replacement). All information in the Association's records regarding insurance coverage shall be made available to all Co-owners upon request and reasonable notice during normal business hours so that Co-owners shall be enabled to judge the adequacy of coverage and, upon the taking of due Association procedures, to direct the Board at a properly constituted meeting to change the nature and extent of any applicable coverages, if so determined. Upon such annual re-evaluation and effectuation of coverage, the Association shall notify all Co-owners of the nature and extent of all changes in coverages. Such coverage shall also include interior walls within any dwelling and the pipes, wires, conduits and ducts contained therein and shall further include all fixtures, equipment and trim within a dwelling which were furnished with the dwelling as standard items in accord with the plans and specifications thereof as are on file with the City of Novi (or such replacements thereof as do not exceed the cost of such standard items). It shall be each Co-owner's responsibility to determine the necessity for and to obtain insurance coverage for all fixtures, equipment, trim and other items or attachments within the dwelling or any Limited Common Elements appurtenant thereto which were installed in addition to said standard items (or as replacements for such standard items to the extent that replacement cost exceeded the original cost of such standard items) whether installed originally by the Developer or subsequently by the Co-owner, and the Association shall have no responsibility whatsoever for obtaining such coverage unless agreed specifically and separately between the Association and the Co-owner in writing.

(c) **Premium Expenses.** All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

(d) **Proceeds of Insurance Policies.** Proceeds of all insurance policies 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.

Section 2. Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit 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 the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project, his Unit and the Common Elements appurtenant thereto, with such insurer as may, from time to time, provide such insurance for the 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.

Section 3. Waivers of Subrogation. The Association, as to all policies which it obtains, and all Co-owners, as to all policies which they obtain, shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 1. Responsibility for Reconstruction or Repair. If any part of the Condominium Premises shall be damaged, the determination of whether or not it shall be reconstructed or repaired, and the responsibility therefor, shall be as follows:

(a) **General Common Elements.** If the damaged property is a General Common Element the damaged property shall be rebuilt or repaired unless all of the Co-owners and all of the institutional holders of mortgages on any Unit in the Project unanimously agree to the contrary.

(b) **Limited Common Elements.** If the damaged property is a Limited Common Element for which individual Co-owners are obligated to insure, the Co-owner of such Unit shall apply the insurance proceeds towards and be responsible for rebuilding or repairing the damaged property, subject to the rights of any mortgagee or other person or entity having an interest in such property. Property damaged for which the Association is obligated to insure shall be repaired in accordance with Section 3 below. Either the Co-owner or the Association shall, depending on which has the obligation to insure the improvements, remove all debris and restore the Unit and the improvements thereon to a clean and sightly condition satisfactory to the Association and in accordance with the provisions of Article VI hereof as soon as reasonably possible following the occurrence of the damage.

Section 2. Repair in Accordance with Master Deed, Etc. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications for any damaged improvements located within the Unit unless the Co-owners shall unanimously decide otherwise.

Section 3. Association Responsibility for Repair. Immediately after the occurrence of a casualty causing damage to property for which the Association has the responsibility of maintenance, repair, reconstruction and insuring, 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 performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

Section 4. Timely Reconstruction and Repair. If damage to the General Common Elements adversely affects the appearance of the Project, the Association shall proceed with replacement of the damaged property without delay.

Section 5. Eminent Domain. The following provisions shall control upon any taking by eminent domain:

(a) **Taking of Unit or Improvements Thereon.** In the event of any taking of all or any portion of a Unit or any improvements thereon by eminent domain, the award for such taking shall be paid to

the Co-owner of such Unit and the mortgagee thereof, as their interests may appear, notwithstanding any provision of the Act to the contrary. If a Co-owner's entire Unit is taken by eminent domain, such Co-owner and his mortgagee shall, after acceptance of the condemnation award therefor, be divested of all interest in the Condominium Project.

(b) **Taking of General Common Elements.** If there is any taking of any portion of the General Common Elements, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than 50% of the Co-owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) **Continuation of Condominium After Taking.** In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner.

(d) **Notification of Mortgagees.** In the event any Unit in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

(e) **Applicability of the Act.** To the extent not inconsistent with the foregoing provisions, Section 133 of the Act shall control upon any taking by eminent domain.

Section 6. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Co-owner or any other party priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

Section 7. Notification of FHLMC and FNMA. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") or by the Federal National Mortgage Association ("FNMA"), then, upon request therefor by FHLMC or FNMA, the Association shall give it written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds \$10,000 in amount or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC or FNMA exceeds \$1,000.

ARTICLE VI

RESTRICTIONS

All of the Units in the Condominium shall be held, used and enjoyed subject to the following limitations and restrictions:

Section 1. Residential Use. No Unit in the Condominium shall be used for other than single-family residential purposes and the Common Elements shall be used only for purposes consistent with single-family residential use and in accordance with the ordinances of the City of Novi. Notwithstanding the foregoing, maintenance of an Adult foster care facility, Adult foster care family home, Adult foster care large group home and Adult foster care small group home, as such terms are defined in the Adult Foster Care Facility Licensing Act (Act 218 of the Public Acts of 1979), shall not be permitted.

Section 2. Leasing and Rental.

(a) **Right to Lease.** A Co-owner may lease or sell his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least six months unless specifically approved in writing by the Association. The terms of all

leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in his discretion.

(b) **Leasing Procedures.** The leasing of Units in the Project shall conform to the following provisions:

(1) A Co-owner, including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least 10 days before presenting a lease form to a potential lessee and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If the Developer desires to rent Units before the Transitional Control Date, he shall notify either the Advisory Committee or each Co-owner in writing.

(2) Tenants and non-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases and rental agreements shall so state.

(3) If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

(i) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant.

(ii) The Co-owner shall have 15 days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(iii) If after 15 days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the General Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project.

(4) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant.

Section 3. Architectural Control. No building, structure or other improvement shall be constructed within a Condominium Unit or elsewhere within the Condominium Project, nor shall any exterior modification be made to any existing buildings, structure or improvement, including the installation of any landscaping either within a Unit or on a Common Element, unless plans and specifications therefor, containing such detail as the Developer may reasonably request, have first been approved in writing by the Developer. All improvements shall be constructed by Developer or one of its affiliates. Construction of any building or other improvements must also receive any necessary approvals from the local public authority. Developer shall have the right to refuse to approve any such plans or specifications, or grading or landscaping plans, which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to be constructed and the degree of

harmony thereof with the Condominium as a whole. Developer may also, in its discretion, require as a condition of approval of any plans, an agreement for special assessment of increased maintenance charges from any Co-owner whose proposed dwelling and appurtenances and related improvements will cause the Association abnormal expenses in carrying out its responsibilities with respect thereto under the Master Deed.

The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners. Developer's rights under this Article VI, Section 3 may, in Developer's discretion, be assigned to the Association or other successor to Developer. Developer may construct any improvements upon the Condominium Premises that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents.

Section 4. Alterations and Modifications of Units and Common Elements. The written approval of the Board of Directors and, during the Development and Sales Period, also the written approval of the Developer, shall be obtained by a Co-owner prior to making alterations, modifications or changes in any of the Units or Common Elements, Limited or General, including, without limitation, the erection of antennas of any sort (including dish antennas), lights, aerials, awnings, newspaper holders, basketball backboards, mailboxes, flag poles or other exterior attachments or modifications. No attachment, appliance or other item may be installed which is designed to kill or repel insects or other animals by light or humanly audible sound. No Co-owner shall in any way restrict access to any utility line, or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. No fences shall be permitted without the specific approval of the Developer, during the Development and Sales Period and, thereafter, by the Association.

Section 5. Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: Any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

Section 6. Pets. No animals other than household pets shall be maintained in the Condominium by any Co-owner. No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted rules and regulations of the Association.

Section 7. Aesthetics. The Common Elements, both Limited and General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. Any lawn furniture placed on lawn areas must be within the Unit, or the General Common Element surrounding his Unit, and must be removed immediately after use. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium. Without written approval by the Association, no Co-owner shall change in any way the exterior appearance of the residence and other improvements and appurtenances located within his Unit. Thus, in connection with any maintenance, repair, replacement, decoration or redecoration of such residence, improvements or appurtenances, no Co-owner shall modify the design, material or color of any such item including, without limitation, windows, doors, screens, roofs, siding or any other component which is visible from a Common Element or other Unit.

Section 8. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles, automobiles or vehicles used primarily for general personal transportation purposes, may be parked or stored upon the General Common Elements of the Condominium. Notwithstanding the foregoing, a recreational vehicle may be parked in a driveway for a period not to exceed 24 consecutive hours for the purpose of loading and unloading. Vehicles shall be parked in garages to the extent possible. Any extra vehicles shall be parked on the paved driveway assigned to the Unit; provided, however, the vehicles are not parked in an unsightly manner as determined by the Board of Directors. The Association may require reasonable screening of such supplementary parking areas within any Unit. Garage doors shall be kept closed when not in use. No inoperable vehicles of any type may be brought or stored upon the Condominium Premises either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium Premises. The Association may make reasonable rules and regulations in implementation of this Section. The purpose of this Section is to accommodate reasonable Co-owner parking but to avoid unsightly conditions which may detract from the appearance of the Condominium as a whole. Use of motorized vehicles anywhere on the Condominium Premises, other than passenger cars, authorized maintenance vehicles and commercial vehicles as provided in this Section 8, is absolutely prohibited. Overnight parking on any street in the Condominium is prohibited except as the Association may make reasonable exceptions thereto from time to time.

Section 9. Advertising. No signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a Unit or on the Common Elements, excluding "For Sale" signs, without written permission from the Association and, during the Development and Sales Period, from the Developer or the declarant as defined in the Declaration.

Section 10. Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners.

Section 11. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary to carry out any responsibilities imposed on the Association by the Condominium Documents. The Association or its agents

shall also have access to Units and Limited Common Elements appurtenant thereto as may be necessary to respond to emergencies. The Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his Unit and any Limited Common Elements appurtenant thereto caused thereby. This provision, in and of itself, shall not be construed to permit access to the interiors of residences or other structures.

Section 12. Landscaping. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements, Limited or General, or within Units without the prior written approval of the Association and, during the Development and Sales Period, the Developer.

Section 13. Common Element Maintenance. Sidewalks, yards, landscaped areas, driveways, and parking areas shall not be obstructed nor shall they be used for purposes other than that for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on or about the Common Elements.

Section 14. Co-owner Maintenance. Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the driveways, telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other Common Elements which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Each individual Co-owner shall indemnify the Association and all other Co-owners against such damages and costs, including attorneys' fees, and all such costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 15. Reserved Rights of Developer.

(a) **Prior Approval by Developer.** During the Development and Sales Period, no buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design), except interior alterations which do not affect structural elements of any Unit, nor shall any hedges, trees or substantial plantings or landscaping modifications be made, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors or assigns, and a copy of said plans and specifications, as finally approved, lodged permanently with the Developer. The Developer shall have the right to refuse to approve any such plan or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans, specifications, grading or landscaping, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the Condominium as a whole. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners.

(b) **Developer's Rights in Furtherance of Development and Sales.** None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Development and Sales Period, or the Declarant under the Declaration, or of

the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, Developer shall have the right to maintain a sales office, model units, advertising display signs, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by the Developer and may continue to do so during the entire Development and Sales Period.

(c) **Enforcement of Bylaws.** The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then the Developer, or any person to whom he may assign this right, at his option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

Section 16. Declaration of Easement, Covenants, Conditions and Restrictions for The Maples of Novi Community. The Declaration of Easements, Covenants, Conditions and Restrictions for The Maples of Novi Community as defined in Article III of the Master Deed is incorporated herein by reference and shall be binding upon all Co-owners and the Association to the extent applicable to the Condominium Project. In accordance with such Declaration, each Co-owner in The Maples of Novi, Maple Greens shall abide by the provisions contained in said Declaration as it may be amended and by the rules and regulations that may be established from time to time as provided in the Declaration.

ARTICLE VII MORTGAGES

Section 1. Notice to Association. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within 60 days.

Section 2. Insurance. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 3. Notification of Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

ARTICLE VIII VOTING

Section 1. Vote. Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned.

Section 2. Eligibility to Vote. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XI, Section 2 of these Bylaws, no Co-owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held

in accordance with Section 2 of Article IX. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting the Developer shall be entitled to one vote for each Unit which it owns.

Section 3. Designation of Voting Representative. Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

Section 4. Quorum. The presence in person or by proxy of 35% of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast. Notwithstanding the foregoing, the quorum shall be reduced to 25% of the Co-owners qualified to vote for any adjourned meeting as is provided in Section 6 of Article IX below, except when voting on questions specifically required by the Condominium Documents to require a greater quorum.

Section 5. Voting. Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 6. Majority. A majority, except where otherwise provided herein, shall consist of more than 50% of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth.

ARTICLE IX MEETINGS

Section 1. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan.

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by the Developer and may be called at any time after more than 50% in number of the Units that may be created in The Maples of Novi, Maple Greens determined with reference to the recorded Consolidating Master Deed have been conveyed and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 75% in number of all Units that may be created or 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate

purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least 10 days' written notice thereof shall be given to each Co-owner. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted under the Condominium Documents to include in the Condominium.

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held in the month of March each succeeding year after the year in which the First Annual Meeting is held, on such date and at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than 8 months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by 1/3 of the Co-owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Co-owner of record, at least 10 days but not more than 60 days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

Section 6. Adjournment. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at annual meetings or special meetings held for the purpose of electing Directors or officers); (g) election of Directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

Section 8. Action Without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 9. Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 10. Minutes; Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be *prima facie* evidence that such notice was given.

ARTICLE X

ADVISORY COMMITTEE

Within 1 year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within 120 days after conveyance to purchasers of 1/3 of the Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least 3 non-developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that if more than 50% of the non-developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the other Co-owners and to aid in the transition of control of the Association from the Developer to purchaser Co-owners. A chairman of the committee shall be selected by the members. The Advisory Committee shall cease to exist automatically when the non-developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

ARTICLE XI

BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The Board of Directors shall be comprised of 3 members and shall continue to be so comprised until enlarged to 5 members in accordance with the provisions of Section 2 hereof. All Directors must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation.

Section 2. Election of Directors.

(a) **First Board of Directors.** The first Board of Directors shall be comprised of 3 persons and such first Board of Directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Immediately prior to the appointment of the first non-developer Co-owner to the Board, the Board shall be increased in size from 3 persons to 5 persons. Thereafter, elections for non-developer Co-owner Directors shall be held as provided in subsections (b) and (c) below. The terms of office shall be two years. The Directors shall hold office until their successors are elected and hold their first meeting.

(b) **Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting.** Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 25% in number of the Units that may be created, 1 of the 5 Directors shall be selected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 50% in number of the Units that may be created, 2 of the 5 Directors shall be elected by non-developer Co-owners. When the required number of conveyances have been reached, the Developer shall notify the non-developer Co-owners and request that they hold a meeting and elect the required Director or Directors, as the case may be. Upon certification by the Co-owners to the Developer of

the Director or Directors so elected, the Developer shall then immediately appoint such Director or Directors to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated.

(c) **Election of Directors at and After First Annual Meeting.**

(i) Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units, the non-developer Co-owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least 1 Director as long as he owns at least 10% of the Units in the Project. Whenever the required conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(ii) Regardless of the percentage of Units which have been conveyed, upon the expiration of 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, the non-developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (i). Application of this subsection does not require a change in the size of the Board of Directors.

(iii) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under subsection (ii), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection (b) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate 1 Director as provided in subsection (i).

(iv) At the First Annual Meeting 3 Directors shall be elected for a term of 2 years and 2 Directors shall be elected for a term of 1 year. At such meeting all nominees shall stand for election as 1 slate and the 3 persons receiving the highest number of votes shall be elected for a term of 2 years and the 2 persons receiving the next highest number of votes shall be elected for a term of 1 year. At each annual meeting held thereafter, either 2 or 3 Directors shall be elected depending upon the number of Directors whose terms expire. After the First Annual Meeting, the term of office (except for 2 of the Directors elected at the First Annual Meeting) of each Director shall be 2 years. The Directors shall hold office until their successors have been elected and hold their first meeting.

(v) Once the Co-owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Co-owners to elect Directors and conduct other business shall be held in accordance with the provisions of Article IX, Section 3 hereof.

Section 3. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners.

Section 4. Other Duties. In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

(a) To manage and administer the affairs of and to maintain the Condominium Project and the General Common Elements thereof.

- (b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.
- (c) To carry insurance and collect and allocate the proceeds thereof.
- (d) To rebuild improvements after casualty.
- (e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.
- (f) To acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.
- (g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of 75% of all of the members of the Association in number and in value.
- (h) To make rules and regulations in accordance with Article VI, Section 10 of these Bylaws.
- (i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.
- (j) To enforce the provisions of the Condominium Documents.
- (k) To collect from each Co-owner his prorata share of all assessments levied against the Association under the Declaration of Easements, Covenants, Conditions and Restrictions for The Maples of Novi Community as defined in Article III of The Master Deed and to pay such assessments to the person or entities entitled thereto under the aforesaid Declaration.
- (l) To delegate to The Maples of Novi Community Association, as established pursuant to the Declaration, such of the Association's responsibilities for maintenance, repair, replacement, operation and administration of the Common Elements as the Board may, in its discretion, deem appropriate from time to time. Further, the Board shall comply with and adhere to such standards of maintenance, repair, replacement, operation and administration for condominium projects and other residential developments within The Maples of Novi Community as may be determined from time to time by The Maples of Novi Community Association.

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than 3 years or which is not terminable by the Association upon 90 days' written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

Section 6. Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom it

is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the members of the Association. Vacancies among non-developer Co-owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-owners and shall be filled in the manner specified in Section 2(b) of this Article.

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than 50% of all of the Co-owners qualified to vote and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal 35% requirement set forth in Article VIII, Section 4 and shall not be reduced. Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

Section 8. First Meeting. The first meeting of a newly elected Board of Directors shall be held within 10 days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director personally, by mail, telephone or telegraph, at least 10 days prior to the date named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on 3 days' notice to each Director given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two Directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon 24 hours' prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

Section 13. First Board of Directors. The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the Transitional Control Date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

Section 14. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE XII OFFICERS

Section 1. Officers. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one person.

(a) **President.** The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

(b) **Vice President.** The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

(c) **Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

(d) **Treasurer.** The Treasurer shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

Section 2. Election. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 4. Duties. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE XIII SEAL

The Association may (but need not) have a seal. If the Board determines that the Association shall have a seal, then it shall have inscribed thereon the name of the Association, the words "corporate seal", and "Michigan".

ARTICLE XIV FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least

once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within 90 days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration.

Section 2. Fiscal Year. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

Section 3. Bank. Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest bearing obligations of the United States Government.

ARTICLE XV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement, incurred by or imposed upon him in connection with any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except as otherwise prohibited by law; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Association (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten days prior to payment of any indemnification which it has approved, the Association shall notify all Co-owners thereof. Further, the Association is authorized to carry officers' and directors' liability insurance covering acts of the officers and directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XVI

AMENDMENTS

Section 1. Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or may be proposed by 1/3 or more of the Co-owners by instrument in writing signed by them.

Section 2. Meeting. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of these Bylaws.

Section 3. Voting. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than 66-2/3% of all Co-owners. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of 66-2/3% of the mortgagees shall be required, with each mortgagee to have one vote for each first mortgage held.

Section 4. By Developer. Prior to the Transitional Control Date, these Bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not materially alter or change the right of a Co-owner or mortgagee.

Section 5. When Effective. Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Oakland County Register of Deeds.

Section 6. Binding. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XVII

DEFINITIONS

All terms used herein shall have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act.

ARTICLE XVIII

COMPLIANCE

The Association and all present or future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the Project in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium Premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

ARTICLE XIX

REMEDIES FOR DEFAULT

Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

Section 1. Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

Section 2. Recovery of Costs. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-owner be entitled to recover such attorney's fees.

Section 3. Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements or into any Unit (but not into any dwelling or related garage), where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

Section 4. Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless in accordance with the provisions of Article XX hereof.

Section 5. Non-waiver of Right. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

Section 6. Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 7. Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XX

ASSESSMENT OF FINES

Section 1. General. The violation by any Co-owner, occupant or guest of any provisions of the Condominium Documents including any duly adopted rules and regulations shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved Co-owner. Such Co-owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or any other person admitted through such Co-owner to the Condominium Premises.

Section 2. Procedures. Upon any such violation being alleged by the Board, the following procedures will be followed:

- (a) **Notice.** Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Article VIII, Section 3 of the Bylaws.
- (b) **Opportunity to Defend.** The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting, or at a special meeting called for such purpose, but in no event shall the Co-owner be required to appear less than 10 days from the date of the Notice.
- (c) **Default.** Failure to respond to the Notice of Violation constitutes a default.
- (d) **Hearing and Decision.** Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

Section 3. Amounts. Upon violation of any of the provisions of the Condominium Documents and after default of the offending Co-owner or upon the decision of the Board as recited above, the following fines shall be levied:

- (a) **First Violation.** No fine shall be levied.
- (b) **Second Violation.** Twenty-Five Dollars (\$25.00) fine.
- (c) **Third Violation.** Fifty Dollars (\$50.00) fine.
- (d) **Fourth Violation and Subsequent Violations.** One Hundred Dollars (\$100.00) fine.

Section 4. Collection. The fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be due and payable together with the regular Condominium assessment on the first of the next following month. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents including, without limitation, those described in Article II and Article XIX of the Bylaws.

ARTICLE XXI

RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or granted to the Developer or its successors shall terminate, if not sooner assigned to the Association, at the conclusion of the Development and Sales Period as defined in Article III of the Master Deed. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE XXII

SEVERABILITY

In the event that any of the terms, provisions or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

ARTICLE V
BASIS OF ORGANIZATION AND ASSETS

Said corporation is organized upon a non-stock, membership basis.

The value of assets which said corporation possesses is — Real Property: None
Personal Property: None

Said corporation is to be financed under the following general plan: Assessment of members

ARTICLE VI
INCORPORATOR

The name of the incorporator is C. Kim Shierk and her place of business is 505 North Woodward Ave., Suite 3000, Bloomfield Hills, Michigan 48013.

ARTICLE VII EXISTENCE

The term of corporate existence is perpetual.

ARTICLE VIII

MEMBERSHIP AND VOTING

The qualifications of members, the manner of their admission to the corporation, the termination of membership, and voting by such members shall be as follows:

- (a) The Developer of the Condominium and each Co-owner of a Unit in the Condominium shall be members of the corporation, and no other person or entity shall be entitled to membership; except that the subscriber hereto shall be a member of the corporation until such time as her membership shall terminate, as hereinafter provided.
 - (b) Membership in the corporation (except with respect to the incorporator, who shall cease to be a member upon the recording of the Master Deed) shall be established by acquisition of fee simple title to a Unit in the Condominium and by recording with the Register of Deeds of Oakland County, Michigan, a deed or other instrument establishing a change of record title to such Unit and the furnishing of evidence of same satisfactory to the corporation (except that the Developer of the Condominium shall become a member immediately upon establishment of the Condominium) the new Co-owner thereby becoming a member of the corporation, and the membership of the prior Co-owner thereby being terminated. The Developer's membership shall continue until no Units remain to be created in the Condominium and until the Developer no longer owns any Unit in the Condominium.
 - (c) The share of a member in the funds and assets of the corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to his Unit in the Condominium.
 - (d) Voting by members shall be in accordance with the provisions of the Bylaws of this corporation.

ARTICLE IX

LIMITATION OF LIABILITY OF DIRECTORS

No volunteer director, as that term is defined in Act 162, Public Acts of 1982, as amended ("Act"), shall be personally liable to the corporation or its members for monetary damages for breach of fiduciary duty as a director, provided that the foregoing shall not eliminate the liability of a director for any of the following: (i) breach of the director's duty of loyalty to the corporation or its members; (ii) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law; (iii) a violation of Section 551(1) of the Act; (iv) a transaction from which the director derived an improper personal benefit; or (v) an act or omission that is grossly negligent. If the Act hereafter is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the corporation, in addition to the limitation on personal liability contained herein, shall be limited to the fullest extent permitted by the amended Act. No amendment or repeal of this Article IX shall apply to or have any effect on the liability of any director of the corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

Signed this 10th day of August, 1989.

/s/C. Kim Shierk
C. Kim Shierk, Incorporator

NON-PROFIT ARTICLES OF INCORPORATION

These Articles of Incorporation are signed and acknowledged by the incorporator for the purpose of forming a non-profit corporation under the provisions of Act No. 162 of the Public Acts of 1982, as amended, as follows:

ARTICLE I

NAME

The name of the corporation is The Maples of Novi, Maple Greens Association.

ARTICLE II

PURPOSES

The purposes for which the corporation is formed are as follows:

- (a) To manage and administer the affairs of and to maintain The Maples of Novi, Maple Greens, a condominium (hereinafter called "Condominium");
- (b) To levy and collect assessments against and from the members of the corporation and to use the proceeds thereof for the purposes of the corporation;
- (c) To carry insurance and to collect and allocate the proceeds thereof;
- (d) To rebuild improvements after casualty;
- (e) To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance and administration of said Condominium;
- (f) To make and enforce reasonable regulations concerning the use and enjoyment of said Condominium;
- (g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property, including, but not limited to, any Unit in the Condominium, any easements or licenses or any other real property, whether or not contiguous to the Condominium, for the purpose of providing benefit to the members of the corporation and in furtherance of any of the purposes of the corporation;
- (h) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;
- (i) To enforce the provisions of the Master Deed and Bylaws of the Condominium and of these Articles of Incorporation and such Bylaws and Rules and Regulations of this corporation as may hereinafter be adopted;
- (j) To do anything required of or permitted to it as administrator of said Condominium by the Condominium Master Deed or Bylaws or by Act No. 59 of Public Acts of 1978, as amended; and
- (k) In general, to enter into any kind of activity, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of said Condominium and to the accomplishment of any of the purposes thereof.

ARTICLE III

ADDRESSES

Location of the first registered office is 7001 Orchard Lake Road, Suite 130, in the City of West Bloomfield, Oakland County, Michigan.

Post office address of the first registered office is 7001 Orchard Lake Road, Suite 130, West Bloomfield, Michigan 48322.

ARTICLE IV

RESIDENT AGENT

The name of the first resident agent is Sam Blumenstein.

OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 628
EXHIBIT "B" TO THE MASTER DEED OF
THE MAPLES OF NOVI, MAPLE GREENS
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

5444848

ZEIMER WOZNIAK & ASSOC.
281450 FRANKLIN RD.
SOUTHFIELD, MI 48034

03413879

DEVELOPER THE MAPLE GROUP/NOVI, INC., A MICHIGAN CORPORATION SUITE 130 7001 ORCHARD LAKE RD., SUITE 130 WEST BLOOMFIELD TOWNSHIP, MICH. 48322

KÜHLER, 1991

THE INDEX

- 1. TITLE PAGE
 - 2. SURVEY PLAN
 - 3. SITE PLAN
 - 4. COMPOSITE PLAN
 - 5. ELEVATION PLAN

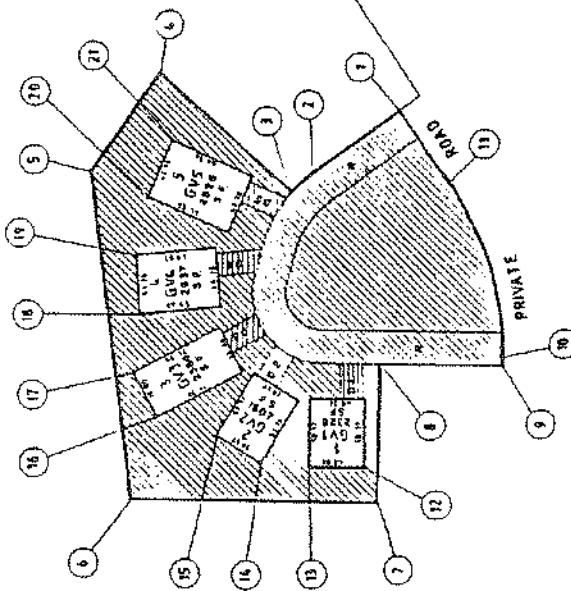
PROPOSED	
JUNE 26, 1986	THE MAPLES OF NOVA MAPLE GREENS
H. V. L. & G. S. 1979	TITLE PAGE
1986	MAPLE GREENS
1986	MAPLE GREENS

JUNE 28, 1989

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14 MILE ROAD PUBLIC

COORDINATE VALUES		NORTH		EAST	
PT					
1	4,490.49	7053.41			
2	4,553.16	7006.63			
3	4,668.28	6995.13			
4	4,664.47	7001.75			
5	4,713.83	7011.17			
6	4,685.05	6,773.44			
7	4,586.17	6,710.37			
8	4,501.37	6,810.70			
9	4,417.13	6,686.18			
10	4,147.02	6,875.61			
11	4,456.97	7001.73			
12	4,625.76	7571.81			
13	4,554.80	6,844.50			
14	4,589.03	6,697.24			
15	4,623.40	6,618.04			
16	4,656.87	4,632.02			
17	4,682.21	6,663.57			
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21	4,655.10	7012.48			



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B-1 DENOTES DRIVE ASSIGNMENT

Gy 2 DeMolay's Uniform Type

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GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

LIMITS OF OWNERSHIP
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S.F. DENOTES SQUARE FEET
GENERAL COMMON ELEMENTS ARE CONVERTIBLE
PURSUANT TO ARTICLE VIII OF THE MASTER DEED

TYPICAL CROSS SECTION OF SITE CONDOMINIUM UNIT

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PROPOSED JUNE 28, 1989		THE MAPLES OF NOVA, MAPLE GREEN	
		46 VICTORY TERRACE	1000
		SITE PLAN	
		BROOKFIELD	
		CONTRACTOR: BROOKFIELD	

June 28, 1904

Empress

CURVE NO.	RADIUS	CURVE DATA			
		ARC	CENTRAL ANGLE	CHORD	CHORD SKEWING
1	379.00	210.87	4° 10' 00"	5 69' 13" -00"	302.06
2	381.30	632.30	10° 30' 00"	5 22' 59" -36"	423.91
3	385.00	481.30	10° 00' 00"	5 54' 32" -04"	568.85
4	210.30	635.33	10° 00' 00"	5 12' 08" -00"	360.82
5	773.41	204.54	4° 10' 00"	5 12' 08" -00"	562.99
6	861.51	318.00	10° 30' 00"	5 12' 08" -00"	562.99
7	777.51	108.50	10° 00' 00"	5 12' 08" -00"	334.14
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11 *Wileman*

URGENT DYSLORDOSIS IN ANESTHESIA

SCALE: ONE INCH = 200 FT.

SCALE: ONE INCH = 200 FT.

JUNE 25, 1969

JUNE 25, 1969

REVISIONS
TO THE HABITS OF NOISE MEASUREMENT

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COMPOSITE PLATE

MURKIN / THE PRACTICE OF POLITICAL PARTIES 11

EQUITY-RELATED RISKS 123

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FEDERAL BUDGET

THE MAPLES OF NOVA MAPLE GREENS

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CONFOSSEIIE PLATE

MICHIGAN LIBRARY

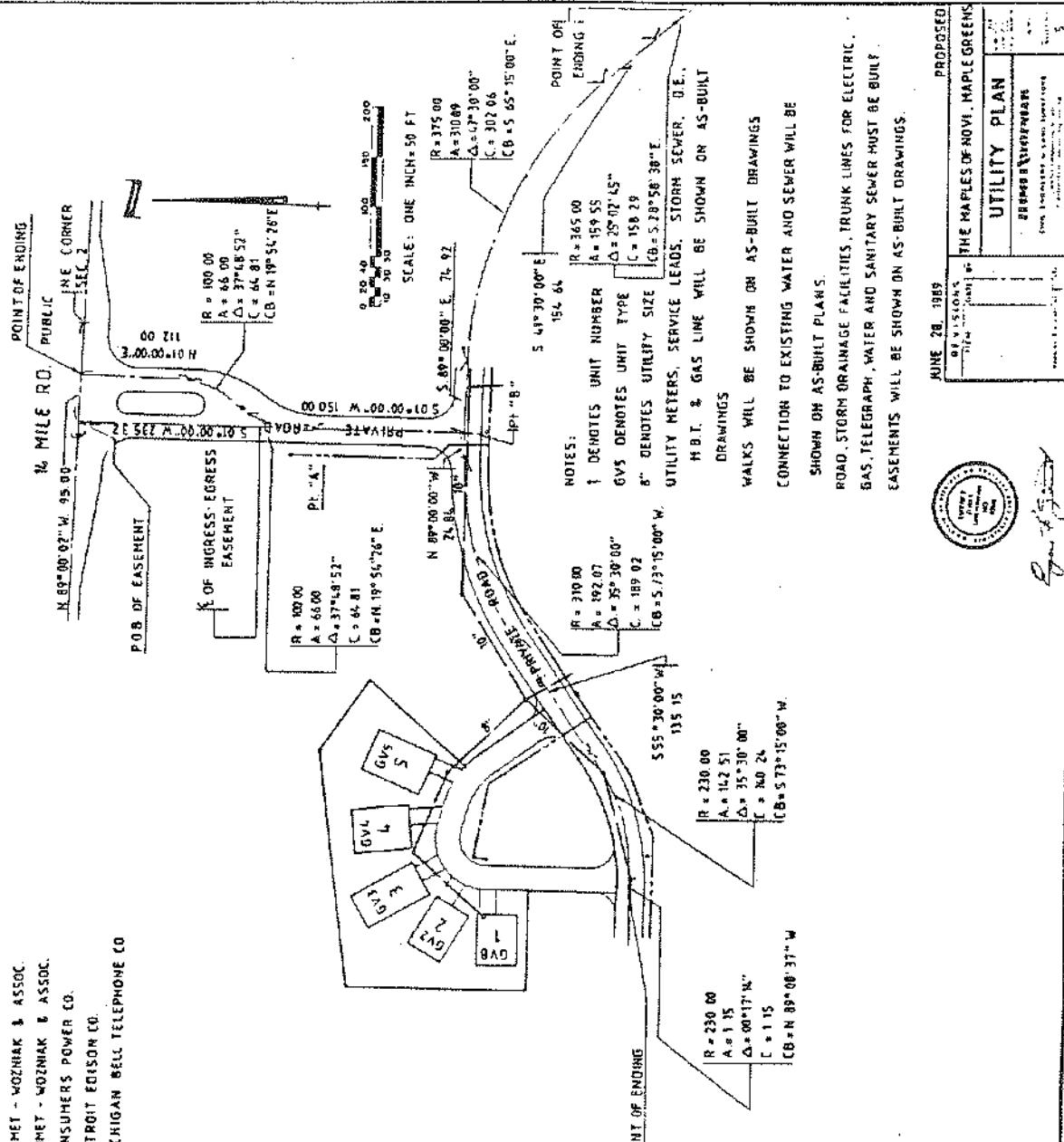
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LEGEND	UTILITY	SOURCE OF LOCATION
—	SANITARY SEWER	ZEIMET - WOZNIAK & ASSOC.
—	STORM SEWER	ZEIMET - WOZNIAK & ASSOC.
—	WATER MAIN	ZEIMET - WOZNIAK & ASSOC.
—	GAS	CONSUMERS POWER CO.
—	POWER	DETROIT EDISON CO.
—	TELEPHONE	MICHIGAN Bell TELEPHONE CO
—	CABLE	SERFITT & CO



**PROPOSED
THE MAPLES OF NOVA MAPLE GREEN
UTILITY PLAN**

PROPOSED THE MAPLES OF NOVA, MAPLE GREEN JUNE 28, 1989		THE MAPLES OF NOVA, MAPLE GREEN	
		DISCUSSIONS TODAY	DISCUSSIONS TODAY
		UTILITY PLAN	
		DISCUSSIONS TONIGHT	

A circular library stamp with a decorative border. The text inside the stamp is partially obscured, but it appears to read "LIBRARY OF THE UNIVERSITY OF TORONTO" around the top and "1950" at the bottom. To the right of the stamp, there is a handwritten signature.

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COPY

REGISTER OF DEEDS
COUNTY OF OAKLAND

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ARTICLE I DEFINITIONS

Section 1. Assessment Unit. "Assessment Unit" shall mean an improved space designed for and ready for occupancy by an individual or single family for independent dwelling purposes, whether located in an attached, detached or semi-detached residential structure. A residential condominium unit as defined in Act 59 of Michigan Public Acts of 1978, as amended, shall be included within the meaning of "Assessment Unit", including a condominium unit established for the purpose of constructing a residential dwelling therein.

Section 2. Community Areas. "Community Areas" shall mean all of the real property now or hereafter which is privately dedicated and declared for the common use and enjoyment of the Owners within The Maples of Novi Community in accordance with the terms of this Declaration, including, in the first instance, the collector roadway described on Exhibit "C" as such exhibit may be amended from time to time and the irrigation and related pumps. No area shown or indicated on any plan, plat or other depiction of the land comprising The Maples of Novi Community shall be considered as a Community Area unless and until it has been dedicated and declared, by recorded amendment to this Declaration, for the common use and enjoyment of the Owners.

Section 3. Declarant. "Declarant" shall mean and refer collectively to The Maple Group, a Michigan co-partnership, and The Maple Group/Novi, Inc., a Michigan corporation, and their successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Declarant" whenever, however and wherever such term is used in this Declaration.

Section 4. Limited Community Areas. "Limited Community Areas" shall mean portions of the Community Areas restricted to the use and benefit of one or more but not all of the Owners within The Maples of Novi Community.

Section 5. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any real property which is located within the land described in Exhibit A, except that a person holding any such interest merely as security for the performance of an obligation shall not be deemed an Owner. Where the context is appropriate, the term "Owner", with respect to Assessment Units, shall also include the occupants.

Section 6. Owners' Associations. "Owners' Associations" shall mean the non-profit condominium unit owners' corporations respectively and collectively responsible for the maintenance, administration, management and operation of the portions of the Residential Areas established as condominium projects.

Section 7. Properties. "Properties" of The Maples of Novi Community shall mean and refer to all portions of the real property in Exhibit A annexed hereto. "Property" shall mean a specific real property within the Properties.

Section 8. Residential Areas. "Residential Areas" shall mean those areas of the land described in Exhibit B annexed hereto as such Exhibit may be amended from time to time. The total number of Assessment Units presently planned by Declarant for the Residential Areas is 1000. Nothing contained in this Declaration or in the condominium documents for any condominium project shall serve to limit the maximum or require a minimum number of Assessment Units to be constructed within The Maples of Novi Community but such numbers shall be solely determined by Declarant pursuant to the ordinances and approval of the public officials of the City of Novi.

ARTICLE II ESTABLISHMENT AND OPERATION OF COMMUNITY ASSOCIATION

Section 1. The Maples of Novi Community Association. A Michigan non-profit corporation known as The Maples of Novi Community Association (the "Community Association") will be established to encourage and to promote the highest standards of management and maintenance for the land and improvements included in The Maples of Novi Community, and to assist the Owners in maintaining The

Maples of Novi Community as a residential and recreational development of the highest quality. In furtherance of the foregoing purposes, the Community Association shall have such power and authority as are conferred upon it in its Articles of Incorporation and by this Declaration. Its Board of Directors shall be vested with and shall exercise all powers and authorities thus conferred upon it.

Section 2. Membership in the Community Association. There shall be four classes of membership in the Community Association as established in its Articles of Incorporation. The Declarant shall be the "Class A" member; each Owners' Association shall be a "Class B" member; the Owner from time to time, of apartment complex(es) shall be the "Class C" member; and the Owner, from time to time, of The Maples of Novi Club shall be the "Class D" member.

Section 3. Voting. Voting by members of the Community Association shall be in accordance with the following provisions:

a. Prior to the conveyance by Declarant to individual purchaser owners of all Assessment Units planned to be constructed in The Maples of Novi Community, no member, other than the Declarant (Class A member), shall be entitled to vote. Until such time, Declarant shall be solely entitled to appoint the Board of Directors of the Community Association. At and after the conveyance of all Assessment Units, each member of the Community Association shall be entitled to one vote and the voting rights of the Class A member shall then terminate unless the Class A member is asked to continue.

b. The vote of each Class B member may only be cast by the President of each Owners' Association or by the President's proxy or such other designee as may be authorized to act for the President under the Bylaws of such Owners' Association.

c. The vote of the Class C and D members may only be cast by the individual representative designated by such members in the notice required below or by a proxy given by such individual representative. The Class C and D members shall file a written notice with the Community Association designating the individual representative who shall vote at meetings of the Community Association and receive all notices and other communications from the Community Association on behalf of such member.

d. Each Class C and D member shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such member. Such notice shall state the name and address of the individual representative designated, and the name and address of each person, firm, corporation, partnership association, trust or other entity who is the member. Such notice shall be signed and dated by the member. The individual representative designated may be changed by the member at any time by filing a new notice in the manner herein provided.

e. The presence in person or by proxy of sixty (60%) percent of the members qualified to vote shall constitute a quorum for holding a meeting of the members of the Community Association, except for voting on questions which specifically require a greater quorum. The written vote of any person furnished with respect to a specific issue at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

f. Votes may be cast in person, by proxy or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Community Association at or before the appointed time of each meeting of the members of the Community Association. Cumulative voting shall not be permitted.

g. A majority, except where otherwise provided herein or in the Community Association Bylaws, shall consist of more than fifty (50%) percent in number of those qualified to vote and present in person or by proxy (or written vote if applicable) at a given meeting of the members of the Community Association. Whenever provided specifically herein or in the Community Association Bylaws, a majority may be required to exceed the simple majority hereinabove set forth.

h. Other provisions as to voting by members, not inconsistent with the provisions herein contained, may be set forth in the Community Association Bylaws. Individual Owners of Assessment Units shall not be members of the Community Association but shall participate in the affairs thereof only through the duly authorized representatives of their respective Owners' Associations.

ARTICLE III

COMMUNITY AREAS AND EASEMENTS RELATED THERETO

Section 1. Nature and Extent of Community Areas. Declarant may declare, dedicate and designate such Community Areas as it, in its sole discretion, deems appropriate, whether of an aesthetic, utilitarian, administrative, recreational, commercial or other nature. There is no obligation on the part of Declarant to create, construct, establish, declare, dedicate or designate any particular area or improvement as a Community Area unless it has specifically undertaken to do so in this Declaration or otherwise. Further, any Community Area may later be designated by the Declarant as either a Limited Community Area or included within a condominium development, in Declarant's discretion.

Section 2. Owners' Easements of Enjoyment of Community Areas. Every Owner shall have a perpetual right and easement of enjoyment in and to the Community Areas now established or hereafter declared, dedicated or designated by the Declarant, which right and easement shall be appurtenant to such ownership, subject to the following:

- a. The right of the Community Association to make and enforce reasonable rules and regulations to carry out the terms of this Declaration and to fulfill its purposes pursuant to Article VI, Section 2 hereof.
- b. The right of the Declarant and its successors and assigns, and the right of the Community Association after the Declarant's rights terminate, to create Limited Community Areas within the Community Areas for the purpose of equitable assignment of certain areas or facilities for use by one or more, but less than all, Residential Areas.
- c. The right of the Community Association to fix and charge reasonable fees for the use of any recreational areas or facilities situated within the Community Areas or Limited Community Areas which fees shall be utilized solely for the maintenance, upkeep and administration of the Community Areas.
- d. The right of the Community Association to suspend voting or other participatory rights in the Community Association and/or the rights to use any of the Community Areas or any facility therein for any period not to exceed sixty (60) days for any violation of its Bylaws, any infraction of its published rules and regulations or any violation of this Declaration, except that such suspension for any continuing infraction may continue for the duration of such infraction.
- e. The right of the Community Association to construct, maintain and improve recreational and other facilities and improvements within the Community Areas for the benefit of the Owners and to permit the use thereof by other persons.
- f. The right of Declarant, at any time prior to the expiration of two years after completion of construction of The Maples of Novi Community and conveyance of all Assessment Units therein (and the Community Association thereafter), to dedicate to the public a right-of-way of such width as may be required by the applicable local public authority over any portion or all of the collector roadways in The Maples of Novi Community.
- g. The right of Declarant, at any time within two years after completion of construction of The Maples of Novi Community and conveyance of all Assessment Units therein, (and the Community Association thereafter) to quit claim and/or to grant easements, licenses, rights-of-entry and rights-of-way over, under and across The Maples of Novi Community for utility purposes, access purposes or other lawful purposes as may be necessary for the general welfare of The Maples of Novi Community or to meet the reasonable needs of any one or more of the Residential Areas or The Maples of Novi Club.

h. The right of Declarant, at any time within two years after completion of construction of The Maples of Novi Community and conveyance of all Assessment Units therein (and the Community Association thereafter) to grant easements, licenses, rights-of-entry and rights-of-way over and across The Maples of Novi Community for the purpose of constructing paths for carts, pedestrians, cycling, skiing, jogging and exercising, and connecting to, and being incorporated in, a cycling path or "Rhythm Trails" system or any other City-wide exercise trail or path that the City of Novi now proposes, or may propose in the future, to locate within the boundaries of The Maples of Novi Community.

Section 3. Easements of Ingress and Egress. Declarant reserves for the benefit of itself, its successors and assigns, perpetual easements for the unrestricted use of all roads, walks and condominium common elements in The Maples of Novi Community for the purposes of development, construction and marketing by it or its successors and assigns of Assessment Units in The Maples of Novi Community. Developer also reserves, for purposes of access to and from Fourteen Mile Road, and in the future from Decker Road, easements of ingress and egress for all Owners and occupants of Properties within The Maples of Novi Community and their agents, employees, invitees, successors and assigns. Said access easement to Fourteen Mile Road is more particularly described on Exhibit C and depicted on Exhibit D hereto as said Exhibits may be amended from time to time. To the extent necessary to construct or provide access to any Assessment Units subsequently constructed in The Maples of Novi Community, Declarant shall have the right to alter any roads or walks existing or subsequently constructed in The Maples of Novi Community by installation of curb cuts, paving, and roadway connections at such locations on and over such portions of the Properties and condominium general common elements as Declarant may elect from time to time. In the event Declarant disturbs any area of The Maples of Novi Community adjoining such curb cuts, paving, or roadway connections in connection with the installation thereof, Declarant shall, at its own expense, restore such disturbed areas to substantially their condition existing immediately prior to such disturbance. The Declarant reserves the right in the future to designate any portion of the roads as Limited Community Areas or, if appropriate, incorporate any portion or portions of the right-of-way in a condominium development, but that any such redesignation shall not diminish either easement rights or maintenance obligations as provided herein.

Section 4. Utility Easements.

a. The Declarant does hereby declare, reserve and grant perpetual easements for the benefit of itself, its successors and assigns, and all future Owners from time to time of the Properties and the respective successors and assigns of each and the agents, employees, tenants and invitees of each for the use, enjoyment, operation, maintenance, repair and replacement of the sanitary sewer and storm sewer mains and leads, the water mains and leads and the natural gas, electric power, telephone and telecommunications cable mains and leads located within The Maples of Novi Community which benefit the various Properties contained therein. Said Easements shall extend ten feet on either side of said mains and/or leads as installed, all as depicted on Exhibit E hereto as the same may be amended from time to time to reflect "as built" locations. Each Owner of Properties or Owners' Association whose members benefit from the utility mains (or any part thereof) shall be responsible for the payment of a prorated portion of the expenses of maintenance, upkeep, repair and replacement of the above-described utility mains which share of expenses shall be determined with respect to the Properties by multiplying the number of completed Assessment Units located within such Property (or any part thereof) by a fraction, the numerator of which is the number of completed Assessment Units located within such Property or any part thereof and the denominator of which is the total of completed Assessment Units located within all Properties so benefitting. Provided, however, that the foregoing expenses are to be so paid and shared only if such expenses are not borne by a governmental agency or public utility. Provided, further, that expense sharing shall be applicable only to utility mains and all expenses of maintenance, upkeep, repair and replacement of utility leads shall be borne respectively by the Property Owner or Owners' Associations which administer the condominium projects containing the Assessment Units which such lead or leads service.

b. Declarant also hereby reserves, for the benefit of itself, its successors and assigns, and all future Owners of the Properties or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in The Maples of Novi Community, including but not limited to, water, gas, electric, telephone, television and other communications cables, and storm and sanitary sewer mains. In the event Declarant taps, ties into, extends or enlarges any utilities located on the Properties, it shall be obligated to pay all of the expenses reasonably necessary to restore the Properties to their state immediately prior to such tapping, tying-in, extension or enlargement.

c. The Declarant, its successors and assigns, shall also be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Community to the City of Novi, other public authorities or private utilities, as may be necessary for it to fulfill any responsibilities of construction, maintenance, repair, decoration or replacement of any of the utilities, including without limitation sanitary and storm sewer systems, servicing The Maples of Novi Community.

Section 5. Easement for Irrigation System. Declarant hereby declares and grants an easement in favor of the Owners of all Properties to install, maintain, repair and replace an irrigation system, including all pumps and other related apparatus to be located throughout the entire Maples of Novi Community for the purpose of providing a coordinated sprinkling system for the benefit of the golf course, general common elements located within the condominiums and other lawn areas. The responsibility for assuring the proper functioning of all improvements lying within the easement shall be borne in the first instance by the Community Association; provided, herein in the event the Community Association fails to respond to an emergency involving the irrigation system, the owner of The Maples of Novi Club shall be able to undertake the Community Association's responsibilities in order to remedy the emergency.

Section 6. Easements for The Maples of Novi Club. Declarant hereby declares and grants easements in favor of The Maples of Novi Club and all of its Owners, members, guests, invitees, agents, employees and contractors for use of the roads, cart paths, pedestrian paths, walk-ways, jogging, exercise and cross-country ski and cycling trails declared, dedicated and designated as Community Areas from time to time by Declarant which may, in Declarant's discretion, be located anywhere within the Community Areas or over the general common elements of any condominium project. The Community Association shall not regulate or restrict the easements declared and granted hereby without express written consent of the Owner of The Maples of Novi Club.

Section 7. Delegation of Use. Any Owner may delegate, in accordance with the duly promulgated rules and regulations for the Community Areas of The Maples of Novi Community, his rights of enjoyment of such Community Areas and facilities to members of his immediate family residing with him, his tenants and such number of guests as may be permitted from time to time pursuant to the guest rules promulgated by the Community Association.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Assessment Unit within The Maples of Novi Community, hereby covenants, and each Owner of any Assessment Unit, by acquisition of title thereto, is deemed to covenant and agree to pay to the Community Association (1) annual assessments or charges, and (2) special assessments for capital improvements and as otherwise provided herein, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, fines, late charges, costs and reasonable attorneys' fees, shall, from date of assessment, be a charge and a continuing lien upon the Assessment Unit against which each such assessment is made. Each such assessment, together with interest, fines, late charges, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Assessment Unit at the time when the assessment fell due. The personal obligation for a delinquent assessment shall not pass to successor Assessment Unit Owners unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Community Association shall be used exclusively to promote the health, safety, welfare and recreation of the residents of The Maples of Novi Community, including, but not limited to the improvement and maintenance, repair and replacement

of and insurance for the Community Areas and all improvements thereon, the maintenance of the Residential Areas in accordance with the provisions of Article VI, Section 5 hereof, the payment of taxes and assessments, if any, levied against the Community Areas and, in general, the carrying out of the purposes set forth in or the uses permitted by this Declaration and for the general welfare and appearance of The Maples of Novi Community. The Community Association may provide for reasonable reserves for contingencies, deferred maintenance, replacements and improvements.

Section 3. Method of Assessment. The following shall be assessable:

a. General Annual Assessment.

(i) The general annual assessment shall be made against each Assessment Unit in The Maples of Novi Community. The Community Areas, except to the extent they lie within a condominium or apartment development and are already subject to assessment, shall not be subject to assessments hereunder. The items of expense which are included within the general annual assessment shall be determined by Declarant in its sole discretion and shall be subject to equal proration among the Assessment Units.

(ii) The total general annual assessment to support the Community Areas of The Maples of Novi Community shall be levied equally, against all of the Assessment Units, as provided in Section 3a above, subject to the following: In the first instance, assessments shall be levied against the Owners' Association for those Assessment Units located within a condominium and each Owners' Association shall be obligated to remit in a timely fashion to the Association the total amount of assessments due from it (with respect to all Assessment Units located within the condominium project which it administers) for the support of The Maples of Novi Community in accordance with the centralized maintenance requirements of Article VI, Sections 4 and 5. The Declarant may relieve Owners who have not constructed residences on building sites from payment, for a limited period of time, of all or some portion of their respectively allocable shares of the Association budget. The purpose of this provision is to provide fair and reasonable relief from Association assessments until such Owners actually commence utilizing the Community Areas on a regular basis.

b. Limited Annual Assessment. The Declarant shall determine, from time to time, in its sole discretion, that the expense of maintenance, repair and replacement of certain of the Community Areas should not be equally assessed against each Assessment Unit. Rather, based on various considerations, including without limitation anticipated use and geographic location, it is equitable to assign percentages of expense to the various Properties that lie within The Maples of Novi Community. Initially the Declarant has established the percentages as follows:

(i) For all expenses associated with the maintenance, repair and replacement (including liability insurance) of the collector roadway system described in Exhibit C hereto:

The Maples of Novi, Maple Hills - 25%

The Maples of Novi, Maple Greens - 50%

The Maples of Novi Golf Course - 5%

Apartments - 20%

(ii) For all expenses associated with repair, replacement and maintenance of the irrigation system and related apparatus, including all pumps connected therewith:

The Maples of Novi, Maple Hills - 20%

The Maples of Novi, Maple Greens - 35%

The Maples of Novi Club - 25%

Apartments - 20%

(iii) The Declarant reserves the right to modify the percentages established above to the extent necessary to reflect actual usage so to allocate the expenses fairly among the various geographic areas within the Community. The Declarant further reserves the right to add from time to time additional items of expense as limited annual assessments in its sole discretion.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Community Association may levy a special assessment for the purpose of defraying in whole or in part, the cost of construction of any capital improvement upon the Community Areas, including fixtures and personal property relating thereto, provided, however, that any such assessment levied while Declarant maintains control of the Community Association through appointment of its Board of Directors shall be subject to the approval, at a meeting duly called for such purpose, of more than 60% of the votes of all Owners of Assessment Units, giving one vote for each Assessment Unit, in the entire Maples of Novi Community. Voting at such meeting shall be in person, by proxy or by a written absentee ballot in which the question or questions to be decided are specifically set forth. Notwithstanding the foregoing, special assessments may be levied by the Community Association without a vote of Assessment Unit Owners against individual Owners of Assessment Units or against Owners' Associations as provided in Article VI, Section 5 below and may also be levied to relieve any deficiency in the Community Association's current operating funds to provide for maintenance, repair and/or replacement of the Community Areas and any facilities therein.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Assessment Units, except for special assessments pursuant to the power reserved to the Community Association pursuant to Article VI, Section 4 hereof which shall be levied as provided therein.

Section 6. Assessments: Date of Commencement and Due Dates. The Community Association shall fix the rate of the annual assessment and the amount of assessment against each Assessment Unit at least thirty (30) days in advance of each annual assessment period. Written notice of annual assessments shall be sent to every Owner immediately after action assessing the same. The due date for payment shall be established and shall be stated in said notice. The Community Association shall, upon demand by any person having an interest in a Assessment Unit, furnish a certificate signed by an authorized person with knowledge setting forth whether or not all assessments have been paid and setting forth the unpaid amounts, if any, together with interest, fines, late charges and due dates. Each Owners' Association shall, upon request by the Community Association, report the names, addresses and Assessment Unit numbers of all Assessment Unit Owners who have failed to pay the assessments levied hereunder.

Section 7. Effect of Non-Payment of Assessments: Remedies. Any assessment not paid within thirty (30) days after the due date (together with expenses of collection set forth below) shall bear interest from the due date at the rate of 7% per annum or at such lesser uniform rate as shall be established by the Community Association at the time of the fixing of the assessment period. Additionally, the Community Association may set automatic late charges and/or assess fines for the failure of an Owner to pay his assessments in a timely manner. The Community Association may bring an action against Property Owner or an Owners' Association in default or against a delinquent Owner or other person personally obligated to pay the same and may foreclose the lien established by the terms of this Declaration in the same manner that real estate mortgages may be foreclosed by action under Michigan law. The expenses incurred in collecting unpaid assessments including interest, fines, late charges, costs and attorneys' fees and advances for taxes and other liens to protect the lien for assessments shall be chargeable to the Owner in default and shall be secured by the lien on his Assessment Unit. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Community Areas or by abandonment of his Assessment Unit.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage on any of the Properties. Sale or transfer of any Assessment Unit shall not affect the continued existence of the assessment lien. However, the sale or transfer of any Assessment Unit pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer.

(except for claims for a pro rata shares of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all properties including the mortgaged property). No sale or transfer shall relieve such Assessment Unit from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V RESTRICTIONS

All of the Properties located within The Maples of Novi Community shall be held, used and enjoyed subject to the following limitations and restrictions:

Section 1. Golf Carts. Only the Owner of The Maples of Novi Club shall be permitted to maintain, use and regulate the use of golf carts on any of the Properties in The Maples of Novi Community which it may do for the benefit of the members, guests, employees and invitees of The Maples of Novi Club. The use and/or storage of any golf carts within The Maples of Novi Community other than those owned or leased by The Maples of Novi Club is strictly prohibited.

Additional restrictions may be created from time to time to protect the interests of the Declarant and the Owner of The Maples of Novi Club and to assure the continued operation of The Maples of Novi Community as a safe, aesthetically desirable and harmoniously operated community and to accommodate the addition of various Community Areas as a part of The Maples of Novi Community. The restrictions set forth in this Article V cannot be amended without the prior written consent of the Owner of The Maples of Novi Club.

ARTICLE VI GENERAL

Section 1. Remedies for Violations. For a violation or breach of any of the reservations, covenants, conditions, restrictions, and rules and regulations of this Declaration, the Community Association, the Declarant or any Member shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent or obtain damages for the violation or breach of any provision hereof or to seek relief as follows:

a. **Legal Action.** Failure to comply with any of the terms or provisions of this Declaration shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Declarant, the Owner of The Maples of Novi Club, the Community Association or, if appropriate, by an aggrieved Owners' Association.

b. **Recovery of Costs.** In any proceeding which arises because of an alleged default under this Declaration of any Owners' Association or the Owner of any Assessment Unit, then the Declarant, the Community Association or the Owner of The Maples of Novi Club seeking enforcement, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Assessment Unit Owner or Owners' Association be entitled to recover such attorney's fees.

c. **Abatement.** The violation of any of the provisions of this Declaration or rules and regulations shall also give the Community Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the premises of any apartment complex, common elements of any condominium or any of the Community Areas, where reasonably necessary, and summarily remove, abate or rectify, at the expense of the person or entity committing the infraction, any structure, thing or condition maintained contrary to the provisions of this Declaration. The Community Association shall have no liability to any person or entity arising out of its removal, abatement and rectification power authorized herein. The powers herein set forth are granted both generally and specifically in furtherance of Article VI, Section 5a below.

d. Assessment of Fines. The violation of any of the provisions of this Declaration by any Owners' Association or any Assessment Unit Owner shall be grounds for assessment by the Community Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Community Association and notice thereof given to the offending Owners' Association or Assessment Unit Owner. All fines duly assessed may be collected in the same manner as provided in Article IV of this Declaration. There shall be no fine for an initial infraction and no fine shall exceed \$25 for the second violation, \$50 for the third violation or \$100 for any subsequent violation.

e. Non-waiver of Right. The failure of the Declarant, the Community Association or of any other person or entity within The Maples of Novi Community to enforce any right, provision, covenant or condition which may be granted by this Declaration shall not constitute a waiver of the right of the Declarant or Community Association or such person or entity to enforce such right, provision, covenant or condition in the future.

f. Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Declarant or Community Association or any other person or entity pursuant to any terms, provisions, covenants or conditions of this Declaration shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 2. Rules and Regulations. The successful administration of The Maples of Novi Community and operations of the Community Association are dependent upon its effective governance of the uses of the Community Areas in accordance with the terms of this Declaration. Therefore, the Community Association shall have the right to make reasonable rules and regulations to carry out the terms of this Declaration and to fulfill its purposes. Such rules and regulations may include but are not limited to rules and regulations for the following purposes:

- a. Rules concerning the use of the Community Areas and the conduct of users thereof.
- b. Rules establishing minimum standards for maintenance of landscaping, roads and drives (including snow plowing) within the Residential Areas of The Maples of Novi Community.
- c. Rules establishing minimum standards for the exterior appearance of residential structures and all other improvements within the Residential Areas of The Maples of Novi Community.
- d. Traffic regulations for all roadways in The Maples of Novi Community, including the collector roadway and all roadways and driveways located within Residential Areas.
- e. The assignment of Limited Community Areas on an equitable basis to Owners within the Community Areas.

Declarant, for each Assessment Unit within The Maples of Novi Community; hereby covenants, and each Owner of any Assessment Unit, by acquisition of title thereto, is deemed to covenant to abide by such rules and regulations.

Section 3. Addition of Community Areas and Residential Areas. Declarant may hereafter add, by separate recorded Declaration or by amendment to this Declaration, other land within The Maples of Novi Community to the Residential Areas and/or to the Community Areas. Declarant may, as development progresses, add additional collector roadways and open space to the Community Areas and may, but shall not be obligated to, add other parcels to the Community Areas to be used for recreational or common amenity purposes. Declarant may also, in its sole discretion, convey to the Community Association a gatehouse facility and/or other Community Areas as may be constructed. If the cost of construction of any such Community Areas is to be borne by the Community Association, then, prior to any conveyance of such Community Area to the Community Association, the Community Association shall first obtain the written consent of

more than 50% of the then-existing Owners of Assessment Units to be assessed, as provided herein, and such consent shall be sufficient to permit the Community Association to acquire such Community Area and to bind all then-existing Owners of Properties (whether or not consenting to such construction) and all future Owners of Properties to contribute uniformly to the construction costs and, thereafter, to the costs of maintenance, repair and replacement of said Community Areas. The rights of the Declarant as reserved in this Section 3 shall continue throughout the period of development, construction and marketing by Declarant of The Maples of Novi Community.

Section 4. Maintenance of Community Areas. To the extent that budgeted assessments, in the earlier stages of development of The Maples of Novi Community, are insufficient to support an adequate maintenance level, Declarant shall supplement said assessments to the extent reasonably necessary to provide such maintenance; further provided, however, that except to the extent that it owns occupied Assessment Units, Declarant shall be relieved of any obligation to provide financial support for the Community Areas once development of The Maples of Novi Community has matured to the extent that total Assessment Unit assessments (based upon the originally projected assessment per Assessment Unit as increased by reasonable cost of living adjustments and the addition of amenities and services) are sufficient to enable adequate maintenance of the Community Areas. In no event shall the Declarant's obligation to provide supplemental financial support to the Community Areas continue beyond the time that 50% of the 1000 proposed Assessment Units in The Maples of Novi Community shall have been conveyed to Owners. All assessments collected by the Community Association shall be held in and expended from a separate bank account. Said assessments and the expenditures thereof shall be accounted for pursuant to generally accepted accounting procedures and the books of account audited annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. The costs of any audit and accounting expenses shall be borne by assessments.

Section 5. Maintenance of Residential Areas. It shall be the responsibility of the Community Association to supervise, regulate and coordinate the maintenance activities within the Residential Areas in The Maples of Novi Community so as to maintain consistently high aesthetic and appearance standards. In furtherance of the provisions of this Section, the Community Association shall also undertake certain additional responsibilities, from time to time, as follows:

a. The Community Association shall have the right to assume temporary control over any area of The Maples of Novi Community which shall have been allowed by the Owner thereof or the Owners' Association having responsibility to deteriorate to a condition of substandard appearance and to rectify such condition.

b. The Community Association shall also have the right, in its sole and absolute discretion, to undertake certain maintenance responsibilities in the Residential Areas including, but not by way of limitation, lawn maintenance, grass-cutting, landscaping, irrigation, snow removal, and certain exterior maintenance. Maintenance of the exterior of buildings hereunder shall be limited to that maintenance which affects the appearance of such buildings. It shall remain the right of each Owners' Association within The Maples of Novi Community to determine any matter concerning quality of materials and workmanship in maintenance and repair for common elements under its jurisdiction which will not adversely affect the appearance of such common elements (e.g., determinations as to length of estimated life for a roof replacement if such roof shall remain aesthetically acceptable throughout its expected life).

c. The Community Association shall have the right to accept broad delegations of authority from any Owners' Association to provide technical assistance to such Owners' Association in any matter of administration or maintenance, or to contract for the provision and performance of services.

d. Generally, the Community Association shall have the right to undertake, in its discretion, any responsibilities, by delegation from Owners' Associations or otherwise, which promote the general welfare of The Maples of Novi Community so long as any costs in connection therewith are reasonably apportioned among those Assessment Unit Owners or Owners' Association benefitting therefrom.

Expenses resulting from the Community Association's increased obligations as provided in subsections a through d above shall be specially assessed to the Owners' Associations or Assessment Unit Owners benefitting from or responsible for incurring of such expenses and shall not be general expenses of administration to be uniformly apportioned among all Assessment Unit Owners. Such special assessments shall be a charge and a lien upon the Assessment Units against which each such special assessment is made in the same manner as any other assessment levied hereunder as provided in Article IV hereof and failure to pay such assessments shall give rise to the remedies described therein.

The Community Association shall have an easement of access to all Properties within The Maples of Novi Community to enable it to perform the maintenance responsibilities which it is authorized under this Declaration to perform and to do all things necessary in furtherance of the purposes of this Declaration, and shall have the right to the use of any portion of the Residential Areas deemed reasonably necessary for promotion of the general welfare of The Maples of Novi Community and in furtherance of the purposes of this Declaration.

Section 6. Community Area Advisory Committee. Within one hundred twenty (120) days after conveyance to non-developer Owners of fifty percent (50%) of the condominium units located within The Maples of Novi Community, but in no event before three years from the date of the first conveyance of a condominium unit, or sooner in the discretion of the Declarant, the Community Association shall cause to be formed a Community Area Advisory Committee consisting of at least five (5) members. The committee shall be established and perpetuated in any manner the Community Association deems advisable. The committee shall advise and assist the Community Association in the administration of and in the formulation and enforcement of rules and regulations for the Community Areas until control of the Community Association becomes vested in the Class B and C members after the conveyance of all 1000 proposed Assessment Units planned for The Maples of Novi Community.

Section 7. Non-Condominium Development. It is presently intended that the Assessment Units in The Maples of Novi Community will be included in one or more condominium projects or a rental development and this Declaration has been prepared upon that assumption. The Declarant may elect, however, to establish one or more other residential developments of differing types including, without limitation, single-family home subdivisions, cooperative housing or congregate care facility developments. In any such event, Declarant reserves the right to modify this Declaration, if necessary, in order to equitably provide for assessment of all Assessment Units within each Property on a uniform basis and to grant membership rights in the Community Association to each single-family subdivision association, cooperative housing corporation or Owner of a Property containing a rental housing development, as the circumstances may require.

Section 8. Duration; Amendment and/or Restatement. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity unless amended as hereinafter set forth. Prior to conveyance by Declarant to Assessment Unit Owners of all 1000 proposed Assessment Units in The Maples of Novi Community, this Declaration may be amended or restated in its entirety by the Declarant, at any time or from time to time, at its sole discretion, for the purpose of creating additional easements, or altering or amending existing easements, or for the purpose of adding Community Areas and/or Residential Areas, or to clarify or amplify some portion or portions hereof, or to make such additional amendments hereto as do not materially increase the obligations or materially decrease the benefits of any Assessment Unit Owner. All of the Owners or mortgagees of Properties and Assessment Units and other persons interested or to become interested in The Maples of Novi Community from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Declaration. All such interested persons irrevocably appoint Declarant or its successors as agent and attorney for the execution of such amendments to this Declaration and all other documents necessary to effectuate the foregoing. Subsequent to the time at which the Class B and C members of the Community Association collectively acquire the right to vote all of the 1000 Assessment Units planned, this Declaration may be amended by the affirmative vote (in person or in writing) of 75% of all Owners of Assessment Units within The Maples of Novi Community. PROVIDED, HOWEVER, that there shall be no amendment to this Declaration prior to the sale and conve-

yance by Declarant of the last Assessment Unit in The Maples of Novi Community without Declarant's express written consent; PROVIDED, FURTHER, that there shall be no amendment to this Declaration, at any time, which has a material adverse impact on the rights, responsibilities, obligations, duties, benefits, or restrictions of The Maples of Novi Club or its Owner without the express written consent of the Owner of The Maples of Novi Club.

Section 9. Assignment. Any or all of the rights and powers granted or reserved to the Declarant in this Declaration, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Community Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Oakland County Register of Deeds.

Section 10. Severability. In the event that any of the terms, provisions or covenants of this Declaration are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of this Declaration or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

WITNESSES AS TO ALL SIGNATURES:

Franklin D
Lobbying REQUEST

THE MAPLE GROUP/NOVI, INC., a Michigan corporation

By: Sam Blumenstein, President

Mr. E. August
First October 1917

THE MAPLE GROUP, a Michigan co-partnership

By: Sam Blumenstein, Partner

STATE OF MICHIGAN)
COUNTY OF OAKLAND) SS.

The foregoing instrument was acknowledged this 21st day of August, 1989 by Sam Blumenstein, the President of The Maple Group/Novi, Inc., a Michigan corporation, on behalf of the corporation.

Notary Public, Oakland County, MI
My commission expires: 8-18-91

Notary Public, Oakland County, MI
My commission expires: 8-18-91

ARLEEN R. BLUMENSTEIN
Notary Public, Oakland County, MI
My Commission Expires 8-18-91

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND) SS.
)

The foregoing instrument was acknowledged this 2nd day of August, 1989 by Sam Blumenstein,
Partner of The Maple Group, a Michigan co-partnership, on behalf of the partnership.

Aileen Blumenstein

Notary Public, Oakland County, MI
My commission expires: 8-18-91

This Instrument Drafted by:

William T. Myers of DYKEMA GOSSETT
505 North Woodward Avenue, Suite 3000
Bloomfield Hills, Michigan 48013

and

Robert L. Friedman, Esquire
Friedman & Friedman, P.C.
29777 Telegraph Road, Suite 2401
Southfield, Michigan 48034

APLEEN R. BLUMENSTEIN
Notary Public, Oakland County, MI
My Commission Expires 8-18-91

When Recorded, Return to:

William T. Myers of DYKEMA GOSSETT
505 North Woodward Avenue, Suite 3000
Bloomfield Hills, Michigan 48013

EXHIBIT A TO
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE MAPLES OF NOVI COMMUNITY

THE MAPLES OF NOVI COMMUNITY

LEGAL DESCRIPTION
APARTMENTS

PART OF THE N.E. 1/4 OF SECTION 2, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT A POINT DISTANT N. 89°00'02" W. 764.27 FEET ALONG THE N. LINE OF SAID SECTION 2 FROM THE N. E. CORNER OF SAID SECTION 2; THENCE FROM SAID POINT OF BEGINNING S. 00°59'58" W. 86.38 FEET; THENCE S. 61°30'13" W. 650.00 FEET; THENCE S. 18°00'00" W. 115.00 FEET; THENCE N. 89°00'02" W. 300.00 FEET; THENCE 148.53 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 230.00 FEET, CENTRAL ANGLE 37°00'03", CHORD LENGTH 145.96 FEET AND A CHORD BEARING OF S. 08°00'01" W.; THENCE S. 10°30'01" E. 262.19 FEET; THENCE 76.27 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 230.00 FEET, CENTRAL ANGLE 18°59'58", CHORD LENGTH 75.92 FEET AND A CHORD BEARING OF S. 20°00'00" E.; THENCE S. 29°29'59" E. 79.72 FEET; THENCE 202.72 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 230.00 FEET, CENTRAL ANGLE 50°29'58", CHORD LENGTH 196.22 FEET AND A CHORD BEARING OF S. 04°15'00" E. THENCE S. 20°59'58" W. 81.47 FEET; THENCE 56.20 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 230.00 FEET, CENTRAL ANGLE 14°00'00", CHORD LENGTH 56.06 FEET AND A CHORD BEARING OF S. 14°00'00" W.; THENCE S. 07°00'00" W. 262.83 FEET; THENCE 36.13 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 230.00 FEET, CENTRAL ANGLE 08°59'59", CHORD LENGTH 36.09 FEET AND A CHORD BEARING OF S. 02°30'00" W.; THENCE S. 02°00'00" E. 160.79 FEET; THENCE 38.13 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 230.00 FEET, CENTRAL ANGLE 09°29'58", CHORD LENGTH 38.09 FEET AND A CHORD BEARING OF S. 02°45'00" W.; THENCE S. 07°30'00" W. 72.89 FEET; THENCE 190.67 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 230.00 FEET, CENTRAL ANGLE 47°29'57", CHORD LENGTH 185.26 FEET AND A CHORD BEARING OF S. 16°15'00" E.; THENCE S. 39°59'57" E. 51.02 FEET; THENCE S. 68°16'37" E. 368.20 FEET; THENCE S. 19°21'08" E. 217.28 FEET; THENCE DUE WEST 180.00 FEET; THENCE S. 53°07'48" W. 225.00 FEET; THENCE S. 32°51'51" W. 116.63 FEET; THENCE S. 80°45'32" W. 160.00 FEET; THENCE S. 09°14'28" E. 428.00 FEET; THENCE N. 89°33'08" W. 995.00 FEET ALONG THE E. & W. 1/4 LINE OF SAID SECTION 2 TO THE EASTERLY RIGHT-OF-WAY LINE OF DECKER ROAD (86' WIDE); THENCE N. 00°54'00" E. 1394.49 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF DECKER ROAD; THENCE N. 34°29'59" E. 900.00 FEET; THENCE N. 18°59'35" W. 170.00 FEET; THENCE N. 43°00'08" E. 617.44 FEET; THENCE N. 01°20'54" E. 61.32 FEET; THENCE N. 45°35'56" E. 244.79 FEET; THENCE 66.00 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 100.00 FEET, CENTRAL ANGLE 37°48'57", CHORD LENGTH 64.81 FEET AND A CHORD BEARING OF N. 17°54'24" W.; THENCE 66.00 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 100.00 FEET, CENTRAL ANGLE 37°48'52"; CHORD LENGTH 64.81 FEET AND A CHORD BEARING OF N. 17°54'26" W.; THENCE N. 01°00'00" E. 80.00 FEET TO SAID N. LINE OF SECTION 2; THENCE S.

89°00'02" E. 856.68 FEET ALONG SAID N. LINE OF SECTION 2 TO THE POINT OF BEGINNING, EXCEPTING THAT PORTION OF LAND TAKEN FOR GOLF HOLE 6 DESCRIBED AS BEGINNING AT A POINT DISTANT S. 50°03'53" W. 2957.88 FEET FROM SAID N. E. CORNER OF SECTION 2; THENCE FROM SAID POINT OF BEGINNING S. 30°03'13" E. 312.00 FEET; THENCE S. 66°58'26" E. 329.43 FEET; THENCE S. 31°15'49" E. 163.78 FEET; THENCE S. 08°12'52" W. 78.36 FEET; THENCE N. 68°45'14" W. 476.17 FEET; THENCE N. 31°04'40" W. 363.48 FEET; THENCE N. 36°31'17" E. 165.00 FEET TO THE POINT OF BEGINNING CONTAINING 57.881 ACRES AND BEING SUBJECT TO ALL EASEMENTS OF RECORD AND THE RIGHTS OF THE PUBLIC OVER 14 MILE ROAD.

22-02-200-003
-0043 NE 1/4, Sec. 2, Novi
Part Parcel 5

LEGAL DESCRIPTION
GOLF HOLES 1-9

PART OF THE N.W. 1/4 OF SECTION 1 AND PART OF THE N.E. 1/4 OF SECTION 2, T 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT DISTANT S. 09°33'37" W. 389.66 FEET FROM THE N.E. CORNER OF SAID SECTION 2; THENCE FROM SAID POINT OF BEGINNING "A", CONSISTING OF GOLF HOLES 1, 2, & 3, S. 14°33'17" E. 700.88 FEET; THENCE S. 12°59'41" W. 266.83 FEET; THENCE S. 73°36'38" W. 177.20 FEET; THENCE S. 12°31'44" W. 92.20 FEET; THENCE N. 73°35'21" W. 761.00 FEET; THENCE S. 30°17'17" W. 654.31 FEET; THENCE N. 63°09'57" W. 95.26 FEET; THENCE N. 32°04'56" W. 79.08 FEET; THENCE N. 31°48'05" E. 452.72 FEET; THENCE N. 39°14'22" E. 278.00 FEET; THENCE N. 72°37'09" E. 133.68 FEET; THENCE S. 66°10'53" E. 606.67 FEET; THENCE N. 71°41'51" E. 136.93 FEET; THENCE N. 01°43'43" E. 497.23 FEET; THENCE N. 15°11'09" W. 362.66 FEET; THENCE N. 73°39'33" E. 118.66 FEET TO THE POINT OF BEGINNING "A"; THENCE S. 33°54'26" W. 1817.46 FEET TO POINT OF BEGINNING "B"; THENCE FROM SAID POINT OF BEGINNING "B", CONSISTING OF GOLF HOLES 4 & 5, S. 56°58'34" E. 238.54 FEET; THENCE S. 17°21'14" E. 335.26 FEET; THENCE S. 00°05'33" W. 218.58 FEET; THENCE S. 78°10'49" W. 714.80 FEET; THENCE N. 18°26'06" W. 94.87 FEET; THENCE N. 53°07'48" E. 225.00 FEET; THENCE DUE EAST 180.00 FEET; THENCE N. 09°08'30" E. 440.60 FEET; THENCE N. 15°56'43" W. 145.60 FEET; THENCE N. 69°26'38" E. 42.72 FEET TO POINT OF BEGINNING "B"; THENCE S. 89°42'24" W. 1189.45 FEET TO POINT OF BEGINNING "C"; THENCE FROM SAID POINT OF BEGINNING "C", CONSISTING OF GOLF HOLE 6, S. 30°03'13" E. 312.00 FEET; THENCE S. 66°58'26" E. 329.43 FEET; THENCE S. 31°15'49" E. 163.78 FEET; THENCE S. 08°12'52" W. 78.36 FEET; THENCE N. 68°45'14" W. 476.17 FEET; THENCE N. 31°04'40" W. 363.48 FEET; THENCE N. 36°31'17" E. 165.00 FEET TO POINT OF BEGINNING "C"; THENCE N. 17°56'47" E. 1520.67 FEET TO POINT OF BEGINNING "D"; THENCE FROM SAID POINT OF BEGINNING "D", CONSISTING OF GOLF HOLES 7 & 8, S. 43°00'08" W. 554.44 FEET; THENCE S. 18°59'35" E. 170.00 FEET; THENCE S. 34°29'59" W. 900.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF DECKER ROAD (86' WIDE); THENCE THE FOLLOWING (2) COURSES AND

DISTANCES ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF DECKER ROAD, N. $00^{\circ}54'00''$ E. 450.00 FEET AND 148.51 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 775.51 FEET, CENTRAL ANGLE $10^{\circ}58'20''$, CHORD LENGTH 148.28 FEET AND A CHORD BEARING OF N. $06^{\circ}23'10''$ E.; THENCE S. $78^{\circ}07'40''$ E. 191.45 FEET; THENCE N. $27^{\circ}27'38''$ E. 845.00 FEET; THENCE N. $89^{\circ}56'44''$ E. 232.00 FEET;

TO POINT OF BEGINNING "D"; THENCE N. $65^{\circ}45'46''$ E. 1137.68 FEET TO POINT OF BEGINNING "E" ON THE N. LINE OF SAID SECTION 2; THENCE FROM SAID POINT OF BEGINNING "E", CONSISTING OF GOLF HOLE 9 AND THE CLUB HOUSE AND PARKING AREA, S. $89^{\circ}00'02''$ E. 669.27 FEET ALONG SAID N. LINE OF SECTION 2; THENCE S. $01^{\circ}00'00''$ W. 334.87 FEET; THENCE N. $89^{\circ}00'02''$ W. 193.68 FEET; THENCE N. $55^{\circ}01'56''$ W. 150.00 FEET; THENCE S. $83^{\circ}05'54''$ W. 390.00 FEET; THENCE S. $61^{\circ}30'13''$ W. 430.00 FEET; THENCE N. $89^{\circ}00'02''$ W. 190.00 FEET; THENCE N. $18^{\circ}00'00''$ E. 115.00 FEET; THENCE N. $61^{\circ}30'13''$ E. 650.00 FEET; THENCE N. $00^{\circ}59'58''$ E. 86.38 FEET TO POINT OF BEGINNING "E" ON SAID N. LINE OF SECTION 2 CONTAINING 29.028 ACRES AND BEING SUBJECT TO ALL EASEMENTS OF RECORD AND THE RIGHTS OF THE PUBLIC OVER 14 MILE ROAD.

22-01-100-001-00W $\frac{1}{4}$ Sec 1, Novi - Part Parcels

22-02-300-002
- E24 $\frac{3}{4}$ NE $\frac{1}{4}$ Sec 2, Novi - Part Parcels
Repetit #15

DESCRIPTION OF PROPOSED CONDOMINIUM SITE

PART OF THE N.W. 1/4 OF SECTION 1 AND PART OF THE N.E. 1/4 OF SECTION 2 T. 1 N., R. 8 E., NOVI TOWNSHIP, NOW CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT THE N.W. CORNER OF SAID SECTION 1 AND PROCEEDING THENCE ALONG THE N. LINE OF SAID SECTION 1 S. $88^{\circ}38'01''$ E. 649.03 FEET; THENCE S. $02^{\circ}05'07''$ W. 691.80 FEET; THENCE S. $00^{\circ}15'51''$ W. 1780.70 FEET; THENCE N. $88^{\circ}39'42''$ W. 682.13 FEET TO THE WEST LINE OF SAID SECTION 1; THENCE ALONG SAID WEST LINE S. $01^{\circ}32'29''$ W. 704.73 FEET TO THE E. 1/4 CORNER OF SECTION 2; THENCE N. $89^{\circ}33'08''$ W. 1575.64 FEET ALONG THE E. AND W. 1/4 LINE OF SECTION 2; THENCE N. $09^{\circ}14'28''$ W. 428.00 FEET; THENCE N. $80^{\circ}45'32''$ E. 160.00 FEET; THENCE N. $32^{\circ}51'51''$ E. 116.63 FEET; THENCE N. $53^{\circ}07'48''$ E. 225.00 FEET; THENCE DUE EAST 180.00 FEET; THENCE N. $19^{\circ}21'08''$ W. 217.28 FEET; THENCE N. $68^{\circ}16'37''$ W. 368.20 FEET; THENCE N. $39^{\circ}59'57''$ W. 51.02 FEET; THENCE 190.67 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 230.00 FEET, CENTRAL ANGLE $47^{\circ}29'57''$, CHORD LENGTH 185.26 FEET; AND A CHORD BEARING OF N. $16^{\circ}15'00''$ W.; THENCE N. $07^{\circ}30'00''$ E. 72.89 FEET; THENCE 38.13 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 230.00 FEET, CENTRAL ANGLE $09^{\circ}29'58''$, CHORD LENGTH 38.09 FEET, AND A CHORD BEARING OF N. $02^{\circ}45'00''$ E.; THENCE N. $02^{\circ}00'00''$ W. 160.79 FEET; THENCE 36.13 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 230.00 FEET, CENTRAL ANGLE $08^{\circ}59'59''$, CHORD LENGTH 36.09 FEET, AND A CHORD BEARING OF N. $02^{\circ}30'00''$ E.; THENCE N. $07^{\circ}00'00''$ E. 262.83 FEET; THENCE 56.20 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 230.00 FEET, CENTRAL ANGLE $14^{\circ}00'00''$, CHORD LENGTH 56.06 FEET, AND A CHORD BEARING OF N. $14^{\circ}00'00''$ E.; THENCE N. $20^{\circ}59'58''$ E. 81.47 FEET; THENCE 202.72 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 230.00 FEET, CENTRAL ANGLE $50^{\circ}29'58''$, CHORD LENGTH 196.22 FEET, AND A CHORD BEARING OF N. $04^{\circ}15'00''$ W.; THENCE N. $29^{\circ}29'59''$ W. 79.72 FEET; THENCE 76.27 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 230.00 FEET,

CENTRAL ANGLE $18^{\circ}59'58''$, CHORD LENGTH 75.92 FEET, AND A CHORD BEARING OF N. $20^{\circ}00'00''$ W.; THENCE N. $10^{\circ}30'01''$ W. 262.19 FEET; THENCE 148.53 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 230.00 FEET, CENTRAL ANGLE $37^{\circ}00'00''$, CHORD LENGTH 145.96 FEET, AND A CHORD BEARING OF N. $08^{\circ}00'01''$ E.; THENCE S. $89^{\circ}00'02''$ E. 490.00 FEET; THENCE N. $61^{\circ}30'13''$ E. 430.00 FEET; THENCE N. $83^{\circ}05'54''$ E. 390.00 FEET; THENCE S. $55^{\circ}01'56''$ E. 150.00 FEET; THENCE S. $89^{\circ}00'02''$ E. 193.68 FEET; THENCE N. $01^{\circ}00'00''$ E. 334.87 FEET; THENCE S. $89^{\circ}00'02''$ E. 95.00 FEET ALONG THE N. LINE OF SAID SECTION 2 TO THE POINT OF BEGINNING INCLUDING GOLF HOLES 6 THRU 9 AND THE CLUBHOUSE AREA.

22-01-100-001-NW $\frac{1}{4}$, Sec 1 Novi Part Parcel
Repeat #

22-02-200-003-NE $\frac{1}{4}$, Sec 2, Novi

22-02-200-002
-004 } NE $\frac{1}{4}$ Sec 2, Novi
Part Parcels
Repeat #15

EXHIBIT B TO
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE MAPLES OF NOVI COMMUNITY
RESIDENTIAL AREAS

The Maples of Novi, Maple Greens

Part of the Northeast 1/4 of section 2 Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as beginning at a point distant North 89°00'02" West along the North line of said Section 2, 95.00 feet and South 01°00'00" West, 385.32 feet and North 89°00'00" West, 24.84 feet and 192.07 feet along the arc of a curve to the left, said curve having a radius of 310.00 feet, a central angle of 35°30'00", a chord length of 189.02 feet, and a chord bearing of South 73°15'00" West and South 55°30'00" West, 72.19 feet and North 35°32'40" West, 14.00 feet from the Northeast corner of said Section 2; thence from said Point of Beginning South 55°30'00" West, 62.71 feet; thence 133.83 feet along the arc of a curve to the right, said curve having a radius of 216.00 feet, a central angle of 35°30'00", a chord length of 131.70 feet and a chord bearing of South 73°15'00" West; thence North 89°00'00" West, 8.44 feet; thence North 01°00'00" East, 87.25 feet; thence North 89°00'00" West, 98.40 feet; thence North 01°00'00" East, 178.96 feet; thence North 83°05'54" East, 239.47 feet; thence South 55°01'56" East, 86.12 feet; thence South 42°00'00" West, 129.45 feet; thence 20.31 feet along the arc of a curve to the right, said curve having a radius of 93.42 feet, a central angle of 12°27'12", a chord length of 20.27 feet and a chord bearing of South 41°46'21" East; thence South 35°32'40" East, 77.02 feet to the Point of Beginning.

The Maples of Novi, Maple Hills

Part of the Northwest 1/4 of Section 1, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as beginning at a point distant North 89°00'02" West along the North line of Section 2, 95.00 feet and South 01°00'00" West, 385.32 feet and South 89°00'00" East, 74.92 feet and 150.62 feet along the arc of a curve to the right, said curve having a radius of 375.00 feet, a central angle of 23°00'45", a chord length of 149.61 feet and a chord bearing of South 77°29'38" East and North 24°00'44" East, 14.00 feet from the Northwest corner of said Section 1; thence from said Point of Beginning North 24°00'44" East, 23.96 feet; thence 29.51 feet along the arc of a curve to the left, said curve having a radius of 80.94 feet, a central angle of 20°53'29", a chord length of 29.35 feet and a chord bearing of North 16°53'55" East; thence North 06°23'39" East, 107.46 feet; thence 96.25 feet along the arc of a curve to the right, said curve having a radius of 64.95 feet, a central angle of 84°54'50", a chord length of 87.68 feet, and a chord bearing of North 48°54'34" East; thence South 88°38'01" East, 92.96 feet; thence South 01°21'59" West, 176.15 feet; thence North 88°38'01" West, 46.50 feet; thence South 17°58'30" West, 110.98 feet; thence 125.28 feet along the arc of a curve to the left, said curve having a radius of 389.00 feet, central angle of 18°27'07", a chord length of 124.74 feet and a chord bearing of North 56°45'42" West to the Point of Beginning.

**EXHIBIT C TO
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE MAPLES OF NOVI COMMUNITY**

(Entrance of Collector Roadway)

INGRESS - EGRESS EASEMENT

A centerline description over the paved surface of a 28.00 foot wide road described as: Land in part of the Northeast 1/4 of Section 2 and part of the Northwest 1/4 of Section 1, Town 1 North, Range 8 East, Novi Township, Oakland County, Michigan, described as beginning at a point distant North 89°00'02" West along the North line of said Section 2, 96.00 feet from the Northeast corner of Section 2; thence from said Point of Beginning of road centerline South 01°00'00" West; thence 235.32 feet to a Point "A"; thence South 01°00'00" West 150.00 feet to a Point "B"; thence South 89°00'00" East 74.92 feet; thence 310.89 feet along the arc of a curve to the right, said curve having a radius of 375.00 feet, a central angle of 47°30'00", a chord length of South 65°15'00" East; thence South 41°30'00" East 154.64 feet; thence 159.55 feet along the arc of a curve to the right, said curve having a radius of 365.00 feet, a central angle of 25°02'45", a chord length of 158.29 feet and a chord bearing of South 28°58'38" East to a Point of Ending. Thence continuing from said Point "B", North 89°00'00" West, 24.84 feet; thence 192.07 feet along the arc of a curve to the left, said curve having a radius of 310.00 feet, a central angle of 35°30'00", a chord length of 189.02 feet and a chord bearing of South 73°15'00" West; thence South 55°30'00" West, 135.15 feet; thence 142.51 feet along the arc of a curve to the right, said curve having a radius of 230.00 feet, a central angle of 35°30'00", a chord length of 140.24 feet, and a chord bearing of South 73°15'00" West; thence North 89°00'00" West, 324.82 feet; thence 1.15 feet along the arc of a curve to the left, said curve having a radius of 230.00 feet, a central angle of 00°17'14", a chord length of 1.15 feet and a chord bearing of North 89°08'37" West to a Point of Ending; thence continuing from said Point "A", 66.00 feet along the arc of a curve to the right, said curve having a radius of 100.00 feet; a central angle of 37°48'52", a chord length of 64.81 feet and a chord bearing of North 19°54'26" East; thence 66.00 feet along the arc of a curve to the left, said curve having a radius of 100.00 feet, a central angle of 37°48'52", a chord length of 64.81 feet and a chord bearing of North 19°54'26" East; thence North 01°00'00" East, 112.00 feet to the Point of Ending located on said North line of Section 2.

UTILITY	SOURCE OF LOCATION
SANITARY SEWER	TEMBI - WOZNIAK & ASSOC.
STORM SEWER	TEMBI - WOZNIAK & ASSOC.
WATER MAIN	TEMBI - WOZNIAK & ASSOC.
GAS	CONSUMERS POWER CO.
POWER	DETROIT EDISON CO.
TELEPHONE	MICHIGAN BELL TELEPHONE CO.
CABLE	
SERVICE LEAD	

POINT OF ENDING

1/2 MILE RD

PUBLIC

1/4 E. CORNER

SELL 2

POINT OF ENDING

1/2 MILE RD

PUBLIC

1/4 E. CORNER

SELL 2

POINT OF ENDING

1/2 MILE RD

PUBLIC

1/4 E. CORNER

SELL 2

POINT OF ENDING

1/2 MILE RD

PUBLIC

1/4 E. CORNER

SELL 2

POINT OF ENDING

1/2 MILE RD

PUBLIC

1/4 E. CORNER

SELL 2

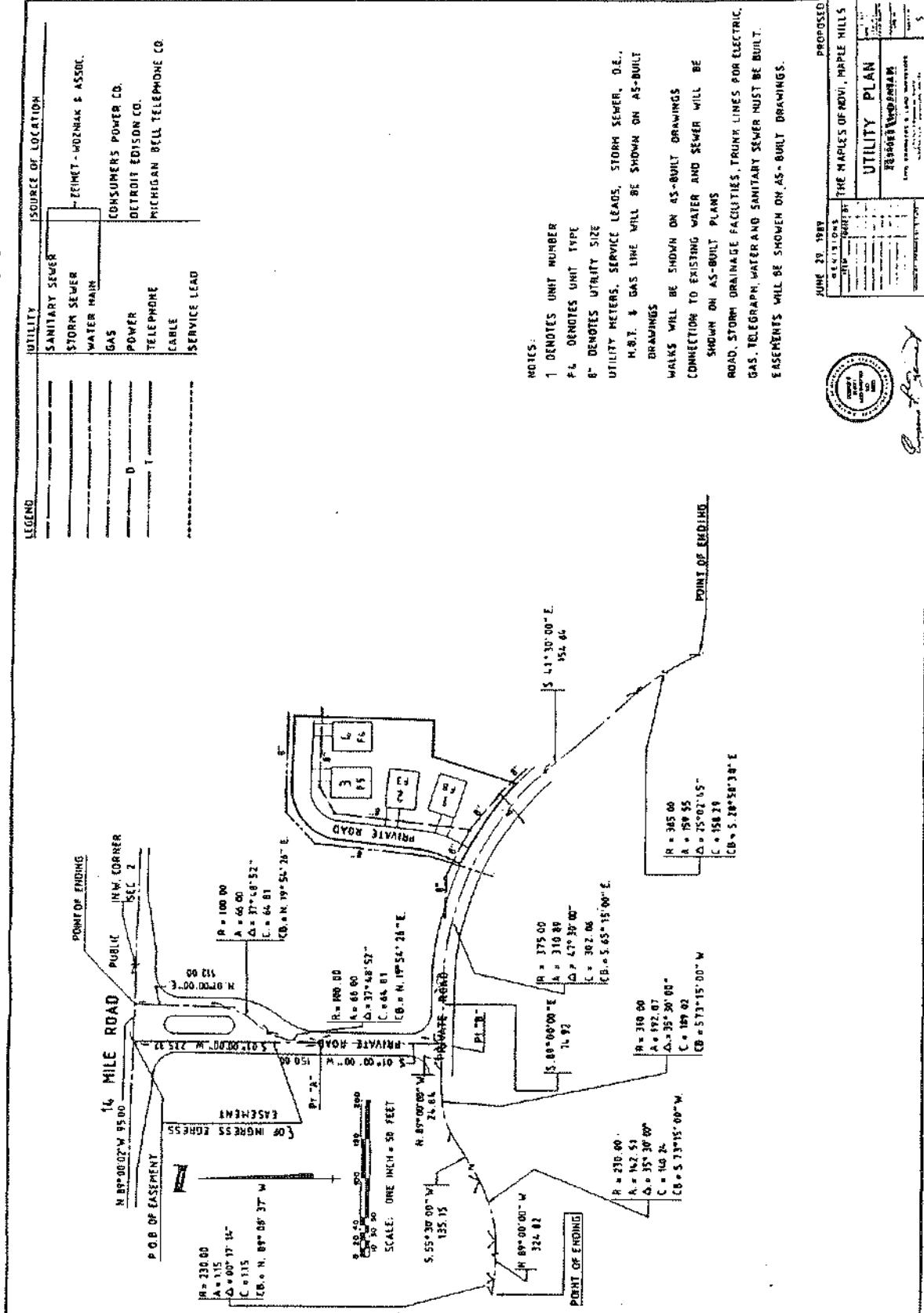
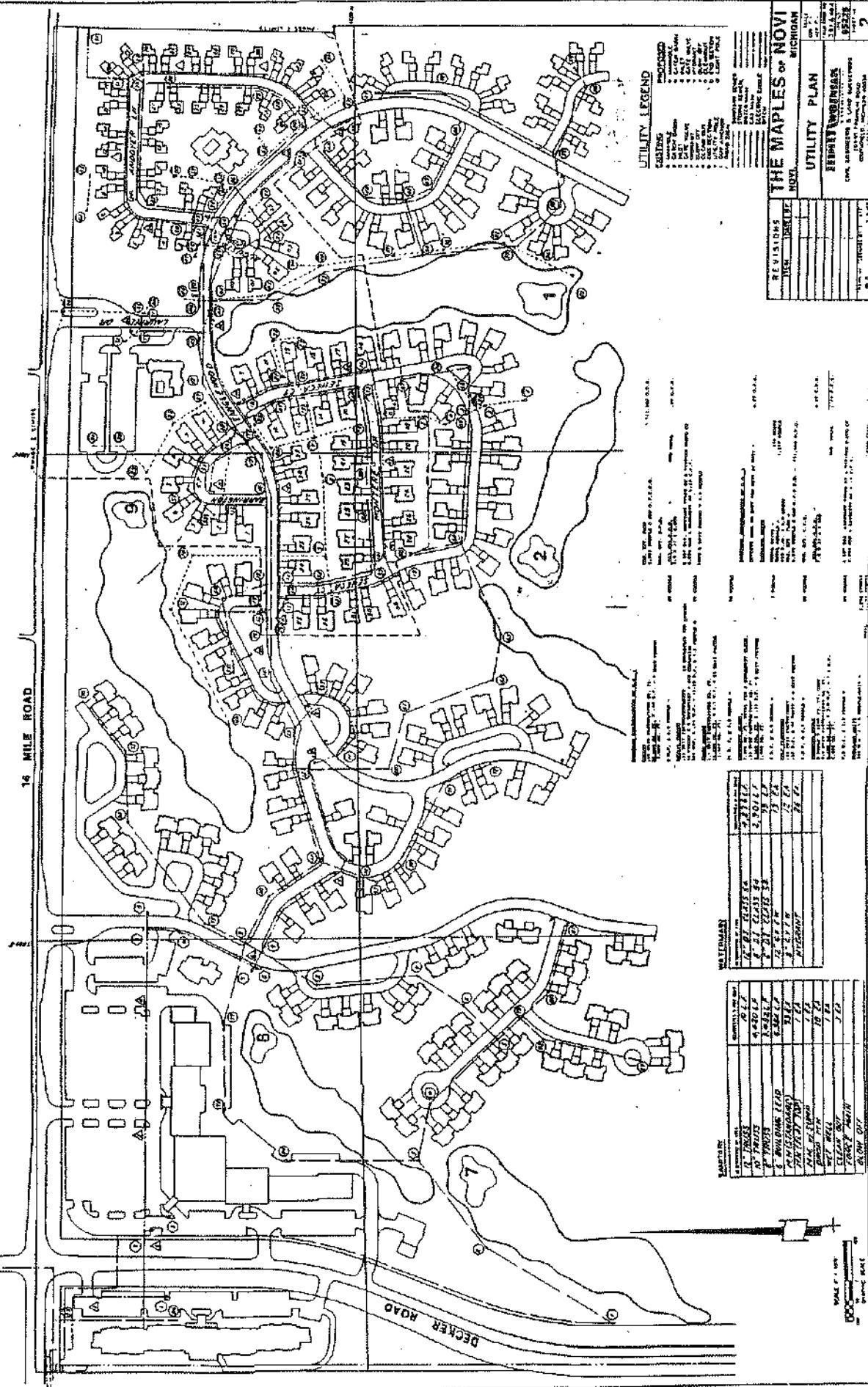


EXHIBIT E
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE MAPLES OF NOVI COMMUNITY
[Utilities Survey for Entire Community]



**NON-PROFIT
ARTICLES OF INCORPORATION
OF
THE MAPLES OF NOVI COMMUNITY ASSOCIATION**

These Articles of Incorporation are signed and acknowledged by the Incorporator for the purpose of forming a non-profit corporation under the provisions of Act No. 162 of the Public Acts of 1982, as follows:

ARTICLE I

NAME

The name of the corporation is The Maples of Novi Community Association.

ARTICLE II

PURPOSES

The purposes for which the corporation is formed are as follows:

- a. To encourage and to promote the highest standards of management, maintenance, preservation and administration for the property described on Exhibit A attached hereto and hereinafter referred to as "The Maples of Novi Community" and to assist the members of the corporation in maintaining such property as a residential and commercial development of the highest quality;
- b. To provide information, guidance and service to all members of the corporation;
- c. To represent all members of the corporation on matters of mutual interest before all governmental and administrative bodies, boards and agencies;
- d. To provide coordination and assistance to all governmental authorities having jurisdiction over fire protection, police protection and other governmental activities with respect to all property within The Maples of Novi Community;
- e. To hold title to, maintain, repair, replace and administer certain Community Areas located in The Maples of Novi Community as is provided in the Declaration of Easements, Covenants, Conditions and Restrictions for The Maples of Novi Community as recorded in the office of the Oakland County Register of Deeds (the "Declaration");
- f. To borrow money and mortgage, pledge or secure any and all of its real or personal property as security for money borrowed or debts incurred in fulfillment of the purposes of and in connection with the lawful affairs of the corporation;
- g. To acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, license, transfer, dedicate for public use or otherwise dispose of any property, real or personal, in fulfillment of the purposes of and in connection with the lawful affairs of the corporation;
- h. To fix, establish, levy and collect from the owners of Commercial Units, Assessment Units and from the Owners' Associations (as all are described in the Declaration) in The Maples of Novi Community, dues, fees, charges and assessments and to enforce the lien to secure the payment thereof which is provided in the Declaration;
- i. To establish and enforce rules and regulations for utilization of the Community Areas in The Maples of Novi Community and of the improvements and facilities located thereon by owners of Assessment Units in The Maples of Novi Community and all other lawful users;
- j. To arrange and contract for building maintenance, landscaping, security, management and other maintenance services and any other functions on behalf of the members of the corporation and owners of Commercial Units and Assessment Units in The Maples of Novi Community to the extent provided in the Declaration or otherwise delegated to the corporation; provided, however, that any such services or functions provided for the benefit of less than all of the members of the corporation shall be borne solely by the members benefitted thereby, as the case may be;
- k. In general, to do all acts necessary to perform, enforce and administer any duties, powers and rights conferred upon the corporation by the Declaration or by the members of the corporation and to have and exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Act of the State of Michigan by law may now or hereafter have or exercise.

ARTICLE III REGISTERED OFFICE

Location of the first registered office is 7001 Orchard Lake Road, Suite 130, West Bloomfield, Oakland County, Michigan. Post Office address of the first registered office is 7001 Orchard Lake Road, Suite 130, West Bloomfield, Michigan 48322.

ARTICLE IV RESIDENT AGENT

The name of the first resident agent is Sam Blumenstein.

ARTICLE V ASSETS AND FINANCING

The corporation is organized as a non-profit corporation upon a non-stock basis.

- a. The amount of assets which the corporation possesses is — Real Property: None
Personal Property: None
- b. The terms of the general plan of financing of the corporation are as follows:
Assessment of Members
- c. The corporation is organized on a membership basis.

ARTICLE VI INCORPORATOR

The name and place of business of the incorporator is C. Kim Shierk, 505 North Woodward, Suite 3000, Bloomfield Hills, Michigan 48013.

ARTICLE VII DURATION

The term of the corporation's existence is perpetual.

ARTICLE VIII MEMBERSHIP AND VOTING

The qualifications of members, the manner of their admission to the corporation, the termination of membership, and voting by such members shall be as follows:

- a. The members of the corporation shall consist of The Maple Group, a Michigan co-partnership, and The Maple Group/Novi, Inc., a Michigan corporation (collectively the present "Declarant" under the Declaration), or its duly designated successor under the Declaration; each of the corporate condominium associations responsible under Michigan law for management, maintenance, operation and administration of each condominium project established within The Maples of Novi Community (the "Owners' Associations"); the persons or entities owning the apartment developments or other residential development other than a condominium development ("Property Owners") under single ownership in The Maples of Novi Community; and the entity responsible for owning and operating the golf course and recreational facilities located within The Maples of Novi Community ("The Maples of Novi Club"). Membership shall be of four classes as set forth below.
- b. Except as set forth herein, no other person or entity shall be entitled to membership in the corporation.
- c. The share of a member in the funds and assets of the corporation cannot be assigned, pledged, encumbered or transferred in any manner except automatically to a successor within The Maples of Novi Community.
- d. There shall be four classes of membership. The Declarant (or its duly designated successor) shall be the only Class A member; the Owners' Associations shall be the only Class B members; the Property Owner(s) shall be the only Class C member(s) and the owner(s) of The Maples of Novi Club shall be the only Class D members.

ARTICLE IX BYLAWS AND AMENDMENT THEREOF

- a. The Class A Member of the corporation shall adopt such Bylaws as are germane to the purposes of the corporation and permitted by the laws of the State of Michigan;
- b. Amendment of the Bylaws of the corporation shall be effected only in accordance with the amendatory provisions of the Bylaws. Prior to the time of conveyance by Declarant of all of the 1,000 proposed Assessment Units as defined in the Declaration and planned to be included in The Maples of Novi Community, the Bylaws may be amended only by the Class A Member.

ARTICLE X AMENDMENT OF ARTICLES OF INCORPORATION

- a. The Articles of Incorporation may be amended only upon due notice at a meeting of members called specifically for the purpose of such amendment.
- b. Amendments to the Articles of Incorporation shall be adopted only upon the proposal and with the affirmative approval of the Class A member until conveyance by Declarant of all of the 1,000 Assessment Units as defined in the Declaration and planned to be included in The Maples of Novi Community. Thereafter, amendments to these Articles of Incorporation shall be adopted only upon the affirmative vote of the Class B and C members representing 75% of the Class B and C votes, respectively, in the Association; provided, however, that there shall be no such amendment to these Articles without the written consent of the Class A member until conveyance of the last Assessment Unit to be included in The Maples of Novi Community; provided further, that there shall be no amendment to these Articles, at any time, which has a material adverse impact on the rights, responsibilities, obligations, duties or benefits of the Class D member(s) without the written consent of the Class D member(s).

ARTICLE XI DISSOLUTION

- a. The Association may be dissolved only upon a unanimous vote of the members.
- b. Upon dissolution, the assets of the Association shall be proportionately distributed to the Class B and C members only. The proportionate shares to which each Class B and C member shall be entitled shall be determined by multiplying the value of the assets times a fraction, the numerator of which is either (i) the number of Assessment Units in the condominium project administered by the member or (ii) the number of Assessment Units in a completed apartment complex or other residential development with respect to the Class C member, and the denominator of which is comprised of the numerator plus the number of all other Assessment Units within The Maples of Novi Community.

Signed this 25th day of August, 1989.

/s/ C. Kim Shierk

C. Kim Shierk, Incorporato.

EXHIBIT A TO THE
NON-PROFIT ARTICLES OF INCORPORATION OF
THE MAPLES OF NOVI COMMUNITY

LEGAL DESCRIPTION
APARTMENTS

PART OF THE N.E. 1/4 OF SECTION 2, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT A POINT DISTANT N. 89°00'02" W. 764.27 FEET ALONG THE N. LINE OF SAID SECTION 2 FROM THE N. E. CORNER OF SAID SECTION 2; THENCE FROM SAID POINT OF BEGINNING S. 00°59'58" W. 86.38 FEET; THENCE S. 61°30'13" W. 650.00 FEET; THENCE S. 18°00'00" W. 115.00 FEET; THENCE N. 89°00'02" W. 300.00 FEET; THENCE 148.53 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 230.00 FEET, CENTRAL ANGLE 37°00'03", CHORD LENGTH 145.96 FEET AND A CHORD BEARING OF S. 08°00'01" W.; THENCE S. 10°30'01" E. 262.19 FEET; THENCE 76.27 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 230.00 FEET, CENTRAL ANGLE 18°59'58", CHORD LENGTH 75.92 FEET AND A CHORD BEARING OF S. 20°00'00" E.; THENCE S. 29°29'59" E. 79.72 FEET; THENCE 202.72 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 230.00 FEET, CENTRAL ANGLE 50°29'58", CHORD LENGTH 196.22 FEET AND A CHORD BEARING OF S. 04°15'00" E. THENCE S. 20°59'58" W. 81.47 FEET; THENCE 56.20 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 230.00 FEET, CENTRAL ANGLE 14°00'00", CHORD LENGTH 56.06 FEET AND A CHORD BEARING OF S. 14°00'00" W.; THENCE S. 07°00'00" W. 262.83 FEET; THENCE 36.13 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 230.00 FEET, CENTRAL ANGLE 08°59'59", CHORD LENGTH 36.09 FEET AND A CHORD BEARING OF S. 02°30'00" W.; THENCE S. 02°00'00" E. 160.79 FEET; THENCE 38.13 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 230.00 FEET, CENTRAL ANGLE 09°29'58", CHORD LENGTH 38.09 FEET AND A CHORD BEARING OF S. 02°45'00" W.; THENCE S. 07°30'00" W. 72.89 FEET; THENCE 190.67 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 230.00 FEET, CENTRAL ANGLE 47°29'57", CHORD LENGTH 185.26 FEET AND A CHORD BEARING OF S. 16°15'00" E.; THENCE S. 39°59'57" E. 51.02 FEET; THENCE S. 68°16'37" E. 368.20 FEET; THENCE S. 19°21'08" E. 217.28 FEET; THENCE DUE WEST 180.00 FEET; THENCE S. 53°07'48" W. 225.00 FEET; THENCE S. 32°51'51" W. 116.63 FEET; THENCE S. 80°45'32" W. 160.00 FEET; THENCE S. 09°14'28" E. 428.00 FEET; THENCE N. 89°33'08" W. 995.00 FEET ALONG THE E. & W. 1 / 4 LINE OF SAID SECTION 2 TO THE EASTERLY RIGHT-OF-WAY LINE OF DECKER ROAD (86' WIDE); THENCE N. 00°54'00" E. 1394.49 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF DECKER ROAD; THENCE N. 34°29'59" E. 900.00 FEET; THENCE N. 18°59'35" W. 170.00 FEET; THENCE N. 43°00'08" E. 617.44 FEET; THENCE N. 01°20'54" E. 61.32 FEET; THENCE N. 45°35'56" E. 244.79 FEET; THENCE 66.00 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 100.00 FEET, CENTRAL ANGLE 37°48'57", CHORD LENGTH 64.81 FEET AND A CHORD BEARING OF N. 17°54'24" W.; THENCE 66.00 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 100.00 FEET, CENTRAL ANGLE 37°48'52"; CHORD LENGTH 64.81 FEET AND A CHORD BEARING OF N. 17°54'26" W.; THENCE N. 01°00'00" E. 80.00 FEET TO SAID N. LINE OF SECTION 2; THENCE S.

89°00'02" E. 856.68 FEET ALONG SAID N. LINE OF SECTION 2 TO THE POINT OF BEGINNING, EXCEPTING THAT PORTION OF LAND TAKEN FOR GOLF HOLE 6 DESCRIBED AS BEGINNING AT A POINT DISTANT S. 50°03'53" W. 2957.88 FEET FROM SAID N. E. CORNER OF SECTION 2; THENCE FROM SAID POINT OF BEGINNING S. 30°03'13" E. 312.00 FEET; THENCE S. 66°58'26" E. 329.43 FEET; THENCE S. 31°15'49" E. 163.78 FEET; THENCE S. 08°12'52" W. 78.36 FEET; THENCE N. 68°45'14" W. 476.17 FEET; THENCE N. 31°04'40" W. 363.48 FEET; THENCE N. 36°31'17" E. 165.00 FEET TO THE POINT OF BEGINNING CONTAINING 57.881 ACRES AND BEING SUBJECT TO ALL EASEMENTS OF RECORD AND THE RIGHTS OF THE PUBLIC OVER 14 MILE ROAD.

LEGAL DESCRIPTION
GOLF HOLES 1-9

PART OF THE N.W. 1/4 OF SECTION 1 AND PART OF THE N.E. 1/4 OF SECTION 2, T 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT DISTANT S. 09°33'37" W. 389.66 FEET FROM THE N.E. CORNER OF SAID SECTION 2; THENCE FROM SAID POINT OF BEGINNING "A", CONSISTING OF GOLF HOLES 1, 2, & 3, S. 14°33'17" E. 700.88 FEET; THENCE S. 12°59'41" W. 266.83 FEET; THENCE S. 73°36'38" W. 177.20 FEET; THENCE S. 12°31'44" W. 92.20 FEET; THENCE N. 73°35'21" W. 761.00 FEET; THENCE S. 30°17'17" W. 654.31 FEET; THENCE N. 63°09'57" W. 95.26 FEET; THENCE N. 32°04'56" W. 79.08 FEET; THENCE N. 31°48'05" E. 452.72 FEET; THENCE N. 39°14'22" E. 278.00 FEET; THENCE N. 72°37'09" E. 133.68 FEET; THENCE S. 66°10'53" E. 606.67 FEET; THENCE N. 71°41'51" E. 136.93 FEET; THENCE N. 01°43'43" E. 497.23 FEET; THENCE N. 15°11'09" W. 362.66 FEET; THENCE N. 73°39'33" E. 118.66 FEET TO THE POINT OF BEGINNING "A"; THENCE S. 33°54'26" W. 1817.46 FEET TO POINT OF BEGINNING "B"; THENCE FROM SAID POINT OF BEGINNING "B", CONSISTING OF GOLF HOLES 4 & 5, S. 56°58'34" E. 238.54 FEET; THENCE S. 17°21'14" E. 335.26 FEET; THENCE S. 00°05'33" W. 218.58 FEET; THENCE S. 78°10'49" W. 714.80 FEET; THENCE N. 18°26'06" W. 94.87 FEET; THENCE N. 53°07'48" E. 225.00 FEET; THENCE DUE EAST 180.00 FEET; THENCE N. 09°08'30" E. 440.60 FEET; THENCE N. 15°56'43" W. 145.60 FEET; THENCE N. 69°26'38" E. 42.72 FEET TO POINT OF BEGINNING "B"; THENCE S. 89°42'24" W. 1189.45 FEET TO POINT OF BEGINNING "C"; THENCE FROM SAID POINT OF BEGINNING "C", CONSISTING OF GOLF HOLE 6, S. 30°03'13" E. 312.00 FEET; THENCE S. 66°58'26" E. 329.43 FEET; THENCE S. 31°15'49" E. 163.78 FEET; THENCE S. 08°12'52" W. 78.36 FEET; THENCE N. 68°45'14" W. 476.17 FEET; THENCE N. 31°04'40" W. 363.48 FEET; THENCE N. 36°31'17" E. 165.00 FEET TO POINT OF BEGINNING "C"; THENCE N. 17°56'47" E. 1520.67 FEET TO POINT OF BEGINNING "D"; THENCE FROM SAID POINT OF BEGINNING "D", CONSISTING OF GOLF HOLES 7 & 8, S. 43°00'08" W. 554.44 FEET; THENCE S. 18°59'35" E. 170.00 FEET; THENCE S. 34°29'59" W. 900.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF DECKER ROAD (86' WIDE); THENCE THE FOLLOWING (2) COURSES AND

DISTANCES ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF DECKER ROAD, N. $00^{\circ}54'00''$ E. 450.00 FEET AND 148.51 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 775.51 FEET, CENTRAL ANGLE $10^{\circ}58'20''$, CHORD LENGTH 148.28 FEET AND A CHORD BEARING OF N. $06^{\circ}23'10''$ E.; THENCE S. $78^{\circ}07'40''$ E. 191.45 FEET; THENCE N. $27^{\circ}27'38''$ E. 845.00 FEET; THENCE N. $89^{\circ}56'44''$ E. 232.00 FEET; TO POINT OF BEGINNING "D"; THENCE N. $65^{\circ}45'46''$ E. 1137.68 FEET TO POINT OF BEGINNING "E" ON THE N. LINE OF SAID SECTION 2; THENCE FROM SAID POINT OF BEGINNING "E", CONSISTING OF GOLF HOLE 9 AND THE CLUB HOUSE AND PARKING AREA, S. $89^{\circ}00'02''$ E. 669.27 FEET ALONG SAID N. LINE OF SECTION 2; THENCE S. $01^{\circ}00'00''$ W. 334.87 FEET; THENCE N. $89^{\circ}00'02''$ W. 193.68 FEET; THENCE N. $55^{\circ}01'56''$ W. 150.00 FEET; THENCE S. $83^{\circ}05'54''$ W. 390.00 FEET; THENCE S. $61^{\circ}30'13''$ W. 430.00 FEET; THENCE N. $89^{\circ}00'02''$ W. 190.00 FEET; THENCE N. $18^{\circ}00'00''$ E. 115.00 FEET; THENCE N. $61^{\circ}30'13''$ E. 650.00 FEET; THENCE N. $00^{\circ}59'58''$ E. 86.38 FEET TO POINT OF BEGINNING "E" ON SAID N. LINE OF SECTION 2 CONTAINING 29.028 ACRES AND BEING SUBJECT TO ALL EASEMENTS OF RECORD AND THE RIGHTS OF THE PUBLIC OVER 14 MILE ROAD.

DESCRIPTION OF PROPOSED CONDOMINIUM SITE

PART OF THE N.W. 1/4 OF SECTION 1 AND PART OF THE N.E. 1/4 OF SECTION 2 T. 1 N., R. 8 E., NOVI TOWNSHIP, NOW CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT THE N.W. CORNER OF SAID SECTION 1 AND PROCEEDING THENCE ALONG THE N. LINE OF SAID SECTION 1 S. $88^{\circ}38'01''$ E. 649.03 FEET; THENCE S. $02^{\circ}05'07''$ W. 691.80 FEET; THENCE S. $00^{\circ}15'51''$ W. 1780.70 FEET; THENCE N. $88^{\circ}39'42''$ W. 682.13 FEET TO THE WEST LINE OF SAID SECTION 1; THENCE ALONG SAID WEST LINE S. $01^{\circ}32'29''$ W. 704.73 FEET TO THE E. 1/4 CORNER OF SECTION 2; THENCE N. $89^{\circ}33'08''$ W. 1575.64 FEET ALONG THE E. AND W. 1/4 LINE OF SECTION 2; THENCE N. $09^{\circ}14'28''$ W. 428.00 FEET; THENCE N. $80^{\circ}45'32''$ E. 160.00 FEET; THENCE N. $32^{\circ}51'51''$ E. 116.63 FEET; THENCE N. $53^{\circ}07'48''$ E. 225.00 FEET; THENCE DUE EAST 180.00 FEET; THENCE N. $19^{\circ}21'08''$ W. 217.28 FEET; THENCE N. $68^{\circ}16'37''$ W. 368.20 FEET; THENCE N. $39^{\circ}59'57''$ W. 51.02 FEET; THENCE 190.67 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 230.00 FEET, CENTRAL ANGLE $47^{\circ}29'57''$, CHORD LENGTH 185.26 FEET; AND A CHORD BEARING OF N. $16^{\circ}15'00''$ W.; THENCE N. $07^{\circ}30'00''$ E. 72.89 FEET; THENCE 38.13 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 230.00 FEET, CENTRAL ANGLE $09^{\circ}29'58''$, CHORD LENGTH 38.09 FEET, AND A CHORD BEARING OF N. $02^{\circ}45'00''$ E.; THENCE N. $02^{\circ}00'00''$ W. 160.79 FEET; THENCE 36.13 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 230.00 FEET, CENTRAL ANGLE $08^{\circ}59'59''$, CHORD LENGTH 36.09 FEET, AND A CHORD BEARING OF N. $02^{\circ}30'00''$ E.; THENCE N. $07^{\circ}00'00''$ E. 262.83 FEET; THENCE 56.20 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 230.00 FEET, CENTRAL ANGLE $14^{\circ}00'00''$, CHORD LENGTH 56.06 FEET, AND A CHORD BEARING OF N. $14^{\circ}00'00''$ E.; THENCE N. $20^{\circ}59'58''$ E. 81.47 FEET; THENCE 202.72 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 230.00 FEET, CENTRAL ANGLE $50^{\circ}29'58''$, CHORD LENGTH 196.22 FEET, AND A CHORD BEARING OF N. $04^{\circ}15'00''$ W.; THENCE N. $29^{\circ}29'59''$ W. 79.72 FEET; THENCE 76.27 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 230.00 FEET,

CENTRAL ANGLE $18^{\circ}59'58''$, CHORD LENGTH 75.92 FEET, AND A CHORD BEARING OF N. $20^{\circ}00'00''$ W.; THENCE N. $10^{\circ}30'01''$ W. 262.19 FEET; THENCE 148.53 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 230.00 FEET, CENTRAL ANGLE $37^{\circ}00'00''$, CHORD LENGTH 145.96 FEET, AND A CHORD BEARING OF N. $08^{\circ}00'01''$ E.; THENCE S. $89^{\circ}00'02''$ E. 490.00 FEET; THENCE N. $61^{\circ}30'13''$ E. 430.00 FEET; THENCE N. $83^{\circ}05'54''$ E. 390.00 FEET; THENCE S. $55^{\circ}01'56''$ E. 150.00 FEET; THENCE S. $89^{\circ}00'02''$ E. 193.68 FEET; THENCE N. $01^{\circ}00'00''$ E. 334.87 FEET; THENCE S. $89^{\circ}00'02''$ E. 95.00 FEET ALONG THE N. LINE OF SAID SECTION 2 TO THE POINT OF BEGINNING INCLUDING GOLF HOLES 6 THRU 9 AND THE CLUBHOUSE AREA.

BYLAWS OF THE MAPLES OF NOVI COMMUNITY ASSOCIATION

ARTICLE I DEFINITIONS

Section 1. Assessment Unit. "Assessment Unit" shall mean any residential dwelling unit located within the Residential Areas, inclusive of individual dwelling units located within apartment buildings and individual building sites within a condominium created for the purpose of constructing a residential dwelling therein.

Section 2. Association. "Association" shall mean The Maples of Novi Community Association, a Michigan non-profit corporation.

Section 3. Community Areas. "Community Areas" shall mean the property and community facilities thereon which are so described in Exhibit "C" to the Declaration.

Section 4. Declaration. "Declaration" shall mean the Declaration of Easements, Covenants, Conditions and Restrictions for The Maples of Novi Community, as recorded in the office of the Oakland County Register of Deeds, as it may be amended from time to time.

Section 5. Declarant. "Declarant" shall mean The Maple Group, a Michigan co-partnership and The Maple Group/Novi, Inc., a Michigan corporation, collectively the "Declarant" under the Declaration, or its duly designated successor under the Declaration.

Section 6. The Maples of Novi Club. "The Maples of Novi Club" shall mean the golf course, clubhouse, tennis courts, swimming pool and other recreational facilities which may be constructed and thereafter operated, maintained and owned separately from the Community Areas and Residential Areas.

Section 7. The Maples of Novi Community. "The Maples of Novi Community" shall mean the Residential Areas and the Community Areas and The Maples of Novi Club.

Section 8. Owners' Associations. "Owners' Associations" shall mean the non-profit condominium unit owners' corporations respectively and collectively responsible for the maintenance, administration, management and operation of the portions of the Residential Areas established as condominium projects.

Section 9. Residential Areas. "Residential Areas" shall mean the real property which is so described in Exhibit B to the Declaration.

ARTICLE II PURPOSES

The purposes of the Association are set forth in the Articles of Incorporation of the Association.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS OF MEMBERS

Section 1. Membership. The members of the Association shall consist of the Declarant and each of the corporate condominium associations responsible under Michigan law for management, maintenance, operation and administration of condominium projects established from time to time within The Maples of Novi Community. The members of the Association shall also consist of the entity that owns any apartments that may be located in The Maples of Novi Community and The Maples of Novi Club. No other persons or entities shall be entitled to membership.

Section 2. Classes. There shall be four classes of membership. Declarant shall be the only Class A member, the Owners' Associations shall be the only Class B members, the owner of apartment developments or other non-condominium residential developments under single ownership shall be the only Class C members, and the owner of The Maples of Novi Club shall be the only Class D member. The Class A membership shall terminate when all Assessment Units planned for construction in The Maples of Novi Community have been completed and conveyed unless the Class A member shall be invited to continue as such by a majority of the Class B and C members.

Section 3. Transfer. The share of a member in the funds and assets of the Association cannot be separately assigned, pledged or transferred in any manner.

Section 4. Voting. Except as limited in Section 5 below, each member of the Association shall be entitled to one vote on all matters to be acted upon by the membership.

Section 5. Voting Prior to First Annual Meeting. No member, other than a Class A member, shall be entitled to vote prior to the first annual meeting of members held in accordance with Section 2 of Article IV.

Section 6. Quorum. The presence of members of the Association representing at least sixty percent (60%) of the votes in the Association shall be necessary to constitute a quorum for holding a meeting of the members of the Association. The absentee ballot of any member furnished at or prior to any duly called meeting at which said member is not otherwise present in person or proxy shall be counted in determining the presence of a quorum with respect to the specific question upon which the ballot is cast.

Section 7. Votes. Votes may be cast in person or by a writing duly signed by a duly authorized designated voting representative not present at a given meeting. Absent any specific written designation to the contrary, the President of each member shall be its designated voting representative. Written votes must be cast with respect to specific questions of which due notice is given prior to a particular meeting and any such votes must be filed with the Secretary of the Association at or before the appointed time of such meeting.

Section 8. Majority. A majority, except where otherwise provided herein or in the Declaration, shall consist of fifty percent (50%) of the votes constituting the quorum for any given meeting. Whenever provided specifically herein or in the Articles of Incorporation, action by the members of the Association may be required to be unanimous or of a greater majority than fifty percent (50%); otherwise, the members may act by the majority specified above.

ARTICLE IV

MEETINGS OF MEMBERS

Section 1. Meetings. Meetings of members of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the members as may be designated by the Board of Directors. Voting shall be as provided in Article III. Meetings of the Association shall be conducted in accordance with the Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Articles of Incorporation, the Bylaws of the Association, the Declaration or the law of the State of Michigan.

Section 2. First Annual Meeting and Regular Annual Meetings. The first annual meeting of the members of the Association shall be held at such time as the first Board of Directors of the Association shall determine but, in no event, later than 90 days after the conveyance by Declarant of 95% of all 1000 Assessment Units proposed to be included within the Residential Areas. At least thirty (30) days' written notice of the date, time and place thereof shall be given to each member. Thereafter, an annual meeting shall be held on the third Tuesday of September, at such time and place as shall be determined by the Board of Directors.

Section 3. Regular Meetings. In addition to the annual meetings described in Section 2 of this Article IV, regular meetings of the members may be held at such times and places as shall be determined from time to time by the Board of Directors. Notice of regular meetings of the members shall be given to each member personally, by mail, telephone or telegraph, at least twenty (20) days prior to the date named for such meeting.

THE MAPLES OF NOVI, MAPLE GREENS ASSOCIATION
MANAGEMENT AGREEMENT

THIS AGREEMENT entered into this 29 day of August, 1989, by The Maples of Novi, Maple Greens Association (the "Association"), the Michigan non-profit corporation established to maintain and to manage the affairs of The Maples of Novi, Maple Greens, a Condominium Project (the "Project") which Association has its principal office at 7001 Orchard Lake Road, Suite 130, West Bloomfield, Michigan 48322, and Classic Construction Corporation, a Michigan corporation (the "Agent"), which has its principal office at 7001 Orchard Lake Road, Suite 130, West Bloomfield, Michigan 48322.

WITNESSETH:

In order to assure professional management of the Project and in consideration of the terms, conditions and covenants hereinafter set forth, the parties hereto agree as follows:

1. **Appointment of Agent.** Pursuant to its Articles of Incorporation and to the authority granted it in Article XI, Section 5 of the Bylaws, the Association hereby appoints the Agent and the Agent hereby accepts the appointment as exclusive managing agent of the Project subject to the terms and conditions set forth below.

2. **Management Fee.** The Association agrees to pay the Agent a fee of \$10.00 per unit (as hereinafter provided) per month during the continuation hereof. The fee shall be payable to the Agent monthly and shall equal the sum of charges per unit for all units which were, as of the first of the month to which such charges relate, transferred by the Developer and titled in the name of a Co-owner purchaser. The fee shall be payable to the Agent by the 10th of each month for services rendered during the preceding month and shall constitute the Agent's total compensation for services performed by it under this Agreement during each month. It is understood by the Association that the management fee paid by the Association to Agent hereunder relates only to the management of those units which have been sold and conveyed and no management fees shall be due or payable relative to the management of units owned by Developer during the term of this Agreement. Developer shall be responsible for any expenses of a management nature which related to units owned by it.

3. **Duties of Agent.** The duties of the Agent shall be to:

(a) Collect all regular assessments, late charges, and special assessments due from the Co-owners pursuant to the Bylaws and Purchase Agreement; provided, however, that the Association shall cooperate with Agent in the collection of all such assessments.

(b) Cause to be disbursed regularly and punctually from the funds collected under paragraph (a) of this Article and deposited in the account for the Association, hereinafter provided: (1) salaries and other compensation due and payable to the employees of the Association and the taxes payable under paragraph (h) of this Article, (2) fire and other insurance premiums due under paragraph (g) hereof and (3) sums otherwise due and payable by the Association as operating expenses authorized to be incurred by the Agent under the terms of this Agreement, including the Agent's salary.

All payments to be made by the Agent under this Agreement shall be made out of such sums as are available in the account of the Association or as may be provided by the Association. The Agent shall not be obligated to make any advance to or for the account of the Association or to pay any sum except out of the account or other funds provided as aforementioned, nor shall the Agent be obligated to incur any liability or obligation for the account of the Association without assurance that the funds necessary for the discharge thereof will be provided.

(c) Furnish the Board of Directors (or its designees) with a schedule of all delinquent accounts on or before the 15th day of each month, and, if specifically authorized by the Board of Directors (or its designees) take such action as shall be permitted by the Bylaws and the laws of the State of Michigan to collect such delinquent assessments.

(d) Cause the buildings, grounds and appurtenances of the Project to be maintained according to such standards as may from time to time be established by the Board of Directors, including but not limited to exterior cleaning, painting and decorating, and such other normal maintenance and repair work as may be necessary, subject to those limitations imposed by the Master Deed and Bylaws in addition to those contained herein.

Section 4. Special Meetings. Special meetings of the members of the Association may be called by the President on seven (7) days notice to each member, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

Section 5. Waiver of Notice. Before or at any meeting of the members, any member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the members of the Association shall be deemed a waiver of notice by it of the time and place thereof. If all the members are present at any meeting of the members of the Association, no notice shall be required and any business may be transacted at such meeting.

Section 6. Adjournment. If, at any meeting of the members of the Association, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for purposes of determining a quorum and ratification by such member of any action taken or authorized at such meeting.

ARTICLE V

BOARD OF DIRECTORS

Section 1. Number and Qualifications of Directors. The affairs of the Association shall be governed by a Board of Directors. Except for the Board of Directors which serves until the first annual meeting of members, one authorized representative from the Class A member, the president of each Class B member and one authorized representative from the Class C and D members of the Association shall automatically be a Director of the Association and no other person or entity shall be entitled to be a Director. Directors shall serve without compensation.

Section 2. First Board of Directors. The first Board of Directors (and any successors thereto elected by the Class A member prior to the First Annual Meeting) shall be composed of five persons and such first Board of Directors shall manage the affairs of the Association until the first annual meeting of members of the Association is convened at the time required by these Bylaws. Only the Class A Member shall be entitled to elect the first Board of Directors and any successors thereto prior to the First Annual Meeting of Members. Thereafter, the Board of Directors of the Association shall consist of the president of each Class B member of the Association, an authorized representative of the Class C and D members and an authorized representative of the Class A member until 95% of the Assessment Units planned for the Residential Areas have been conveyed by Declarant after which time the Class A member shall no longer be entitled to a directorship unless such membership is continued under the provisions of Article III, Section 2 hereof. The actions of the First Board of Directors and any successors thereto who are elected solely by the Class A Member shall be binding upon the Association and all members and owners of Assessment Units so long as such actions are within the scope of the powers and duties which may be exercised generally by a Board of Directors elected after the First Annual Meeting.

Section 3. Powers and Duties. Subject to the limitations of the Articles of Incorporation or Act No. 162 of the Public Acts of 1982, as may be amended from time to time, as to action to be authorized or approved by the members, and subject to the duties of the Directors as prescribed by the Bylaws, all corporate powers shall be exercised by or under authority of, and the business and affairs of the Association shall be controlled by, the Board of Directors; subject, however, to the general authorities concerning capital improvements as are reserved to the Owners of Assessment Units in the Residential Areas as set forth in Article IV, Section 4 of the Declaration, it is hereby expressly declared that the Directors shall have the following powers:

- a. To select and remove all other officers, agents and employees of the Association, prescribe such powers and duties for them as may not be inconsistent with law, with the Articles of Incorporation or the Bylaws and fix their compensation;

- b. To conduct, manage and control the affairs and business of the Association, to maintain and contract for maintenance with respect to any property of the Association in Community Areas and to make such rules and regulations therefor, not inconsistent with law, with the Articles of Incorporation, Declaration or the Bylaws, as they may deem best;
- c. To adopt, make and use a corporate seal, and to prescribe the forms of certificates of membership, and to alter the form of such seal and of such certificates from time to time, as in their judgment they may deem best, provided such seal and such certificates shall at all times comply with the provisions of law;
- d. To appoint committees and to delegate to such committees, subject to the control of the Board of Directors, any of the powers and authority of said Board except the power to adopt, amend or repeal the Bylaws;
- e. To levy and collect regular annual assessments as provided in the Articles of Incorporation and in accordance with Article IV, Sections 1 through 4 of the Declaration (without specific approval by Owners of Assessment Units as provided in the Declaration) and to enforce the collection thereof; provided, however, that all special assessments for capital improvements shall be levied and collected only in accordance with the provisions of Article IV, Section 4 of the Declaration;
- f. To contract for maintenance, landscaping, security and other management services on behalf of the residential developments within the Residential Areas for which the Class B and C members are administratively responsible, to the extent such authority is conferred by the Declaration or delegated to the Board by the members of this Association and/or the owners of the Residential Areas;
- g. To pay real and personal property taxes and special assessments which are or may become a lien on the property of the Association, if any;
- h. To contract and pay premiums for fire, casualty, liability and other insurance, including indemnity and other bonds, on said property facilities;
- i. To delegate such of its powers and duties as may be properly delegable to a professional management company;
- j. To borrow money in furtherance of the purposes of the Association and to secure repayment of the same by mortgage, pledge or lien of Association properties; subject, however, to the rights of the Owners of Assessment Units in the Residential Areas to approve the same as may be required under Article IV, Section 4 of the Declaration.
- k. To lease, license, sell, convey or otherwise dispose of property of the Association in furtherance of the purposes of the Association; subject, however, to the rights of the Owners of Assessment Units in the Residential Areas to approve the same as may be required under Article IV, Section 4 of the Declaration.
- l. To contract when expedient and fair, with any person or entity to or with whom or which the Class A Member may be related or affiliated for the provision of services or products which are necessary to carry out the purposes and responsibilities of the Association.
- m. To do all other such acts as may be required by or are consistent with the purposes of the Association, provided such are permitted by law, the Declaration, the Articles of Incorporation, and/or the Bylaws.

Section 4. Vacancies. The term of office of each of the Directors of the Association designated by a Class B member shall coincide with his or her respective term as president of one (1) of the Owners' Associations referenced in Article III, Section 1 above. The duly appointed or elected successor to the president of the Owners' Association shall automatically be a Director of this Association in the place and stead of the

person whom he/she succeeds. Any such Director of this Association may not resign his/her directorship without similarly resigning as president of the Owners' Association which he or she represents. The term of office of the director designated by the Class A member shall continue so long as is authorized by the Class A member. The term of office of the director designated by the Class C and D members shall continue until replaced by the Class C and D members.

Section 5. Removal. No Director of the Association may be removed at any time by the members or other Directors of this Association.

Section 6. Meetings. Regular meetings, special meetings, notice of meetings, quorum requirements, voting, and majority voting requirements for meetings of the Board of Directors are as described in Articles III and IV hereof for meetings of members of the Association.

Section 7. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE VI OFFICERS

Section 1. Officers. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, Secretary and a Treasurer. The Directors may appoint First and Second Vice-President, an Assistant Treasurer, an Assistant Secretary, or any of them and such other officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one person.

Section 2. Election. The officers of the Association shall be elected annually by the Board of Directors at the annual meetings referenced in Article IV, Section 2 above and shall hold office at the pleasure of the Board.

Section 3. Removal. Upon a majority vote of the Board of Directors, as described in Article III, Section 8, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have charge of the corporate seal and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositaries as may, from time to time, be designated by the Board of Directors.

Section 8. Duties. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE VII FINANCES

Section 1. Method of Assessment. (a) **General Annual Assessment.** Every Class B and C member shall pay an annual assessment which shall be levied by the Board of Directors and which shall be used exclusively for the purposes of the Association as set forth in the Articles of Incorporation. The annual assessment against each Class B and C member shall be the sum of the separate equal assessments levied by the Board of Directors against each Assessment Unit in either a condominium project administered by such member or in an apartment complex, or as otherwise determined by the Declarant as that right is reserved in the Declaration. The due dates of such annual assessments shall be fixed by the Board of Directors and they shall send written notice of such assessments to each member and to each Assessment Unit Owner in the Residential Areas. Said assessments may, in the discretion of the Board of Directors, be made payable on a monthly or other periodic basis and may be paid by the Owners' Associations described in Article III, Section 6 hereof on behalf of their respective members. The Declarant may relieve Owners who have not constructed residences upon their building sites from payment, for a limited period of time, of all or some portion of their respectively allocable shares of the Association budget. The purposes of this provision is to provide fair and reasonable relief from Association assessments until such Owners actually commence utilizing the Common Elements on a regular basis. The Class A and Class D members shall not be responsible for payment of any general annual assessments except to the extent that it (they) own(s) Assessment Units within the Residential Areas.

(b) **Limited Annual Assessment.** The Declarant may determine, from time to time, in its sole discretion, that the expense of maintenance, repair and replacement of certain of the Community Areas should not be equally assessed against each Assessment Unit. Rather, based on various considerations, including without limitation anticipated use and geographic location, it is equitable to assign percentages of expenses to the Properties lying within The Maples of Novi Community. Article IV, Section 3b of the Declaration, as it may be amended from time to time, shall set forth the percentages of expenses.

Section 2. Amount. The amounts of all assessments shall be determined in accordance with the provisions of the Declaration.

Section 3. Records. The Association shall keep detailed books of account showing all expenditures and receipts incurred by or on behalf of the Association. Such accounts and all other Association records shall be open for inspection by all members and all owners of the Residential Areas during reasonable working hours. The Association shall prepare and distribute to each member at least once each year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit.

Section 4. Management Agent. The Board of Directors may, in its discretion, employ for the Association a professional management agent at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize.

Section 5. Veto. Notwithstanding the foregoing, the Owners of Assessment Units in the Residential Areas shall have the right, at any meeting duly convened for such purpose, to exercise control over any decisions of the members and directors of the Association to levy assessments for capital improvements pursuant to the terms and provisions of the Declaration.

Section 6. Fiscal Year. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

Section 7. Bank. The funds of the Association shall be deposited in such bank as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. Reserves and other surplus funds of the Association may be invested from time to time in savings accounts or certificates insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation or in obligations of the United States Government.

ARTICLE VIII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement, incurred by or imposed upon him in connection with any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except as otherwise prohibited by law; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten days prior to payment of any indemnification which it has approved, the Association shall notify all members thereof. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and directors of the Association in such amounts as it shall deem appropriate.

ARTICLE IX

AMENDMENTS

Section 1. General. Amendments to these Bylaws shall be made only by and at the instance of the Class A Member until all 1000 Assessment Units planned to be constructed in The Maples of Novi Community have been conveyed. Thereafter, amendments to the Bylaws shall be adopted only upon the affirmative vote of the Class B and C Members representing at least seventy-five percent (75%) of the votes in the Association; provided, however that there shall be no such amendment to these Bylaws without the written consent of the Class A Member until conveyance by Declarant of the last Assessment Unit to be included in The Maples of Novi Community; provided, further, that there shall be no amendment to these Bylaws at any time, which has a material adverse impact on the rights, responsibilities, obligations, duties or benefits of the Class D Member without the written consent of the Class D Member.

Section 2. Proposal. Amendments to these Bylaws may be proposed by one or more of the members of the Association whether at a meeting of members or by instrument in writing signed by it or them.

Section 3. Meeting. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of Article IV of these Bylaws.

Section 4. When Effective. Any amendment to these Bylaws shall become effective upon adoption of the same in accordance with Section 1 of this Article IX.

Section 5. Distribution. A copy of each amendment to these Bylaws shall be furnished to every member of the Association after adoption and to each owner of an Assessment Unit within the Residential Areas.

ARTICLE X

COMPLIANCE

These Bylaws are set forth to comply with the requirements of Act No. 162 of the Public Acts of Michigan of 1982, as may be amended from time to time, and with the duly recorded Declaration. In the event that these Bylaws conflict with the provisions of such statute or with the provisions of the Declaration, the provisions of the statute and the Declaration shall be controlling.

For any one item of repair or replacement the expense incurred shall not exceed the sum of \$ 5000.00 unless specifically authorized by the Board of Directors; provided, however, that emergency repairs, involving manifest danger to life or property, or immediately necessary for the preservation and safety of the property, or for the safety of the Co-owners, or required to avoid the suspension of any necessary service to the Project, may be made by the Agent irrespective of the cost limitation imposed by this paragraph. Notwithstanding this authority as to emergency repairs, it is understood and agreed that the Agent will, if at all possible, confer immediately with the Board of Directors regarding every such expenditure. The agent shall not incur liabilities (direct or contingent) which will at any time exceed the aggregate of \$ 5000.00, or any liability maturing more than one year from the creation thereof, without first obtaining the approval of the Board of Directors.

(e) Enter into contracts for trash removal, snow removal, supplies, chemical treatment and other necessary services, or such of them as the Board of Directors shall approve. Additionally, the Agent shall place orders for such equipment, tools, appliances, materials and supplies as are necessary properly to maintain the Project. All such contracts and orders shall be made in the name of the Association and shall be subject to the limitations set forth in paragraph (b) of this Article. When taking bids or issuing purchase orders, the Agent shall act at all times in the best interest of the Association, but the Agent shall not be responsible for obtaining the lowest price available for the service or commodity purchases pursuant to this Agreement.

(f) Take such action as may be necessary to comply promptly with any and all orders or requirements affecting the premises placed thereon by any federal, state, county or municipal authority having jurisdiction thereover, subject to the limitations contained in paragraph (d) of this Article. The Agent, however, shall not take any action under this paragraph (f) so long as the Association is contesting, or has affirmed its intention to contest any such order or requirement. The Agent shall promptly notify the Board of Directors in writing of all such orders and notices of requirements.

(g) Cause to be placed and kept in force all of those insurance policies required by the laws of the State of Michigan and the Bylaws, which insurance coverage shall be carried and administered in accordance with Article IV of the Bylaws. The Agent shall promptly investigate and make a full written report as to all accidents or claims for damages relating to the management, operation and maintenance of the Project, including any damage or destruction to the Project and the estimated cost of repair and shall cooperate and make any and all reports required by any insurance company in connection therewith.

(h) Prepare (or cause to be prepared) in conjunction with an accountant or a similarly qualified professional, if necessary, for execution and filing by the Association all forms, reports and returns required by law in connection with federal and state income tax, Michigan general corporation law, unemployment insurance, workmen's compensation insurance, disability benefits, social security and other similar taxes now in effect or hereafter imposed and also in connection with requirements relating to the employment of personnel.

(i) Prepare, with the assistance of an accountant or similarly qualified professional, if necessary, and in conformity with the provisions of the Bylaws, an operating budget for the forthcoming fiscal year. Each such budget shall be submitted to the Board of Directors in a final draft at least 30 days prior to the commencement of the annual period for which it has been made. Copies of the budget, upon adoption by the Board of Directors, shall be furnished to each Co-owner as provided in the Bylaws. The Agent shall use its best efforts to operate within the budget as adopted. In the event the Agent foresees a budget overrun, it shall notify the Board of Directors in writing.

(j) Bond, in a manner satisfactory to the Association, all employees of the Agent who handle or who are responsible for handling the Association's funds, without expense to the Association.

(k) Investigate, hire, pay, supervise and discharge the personnel necessary to be employed in order to properly maintain and operate the Project. Such employees shall be employees of the Association and not the Agent. Compensation for the services of such employees shall be expenses of administration.

(l) Maintain a complete set of books and records relative to the operation of the Condominium Project in accordance with reasonable accounting practice. All such records shall be available for examination by the directors of the Association or their representatives during working hours. No independent audit of the Association's records shall be required. In the event any such audit is required by the Association, the cost of providing the same shall be paid entirely by the Association.

(m) Report at reasonable intervals to the Board of Directors regarding the maintenance and condition of the Project and attend meetings of the Association or Board of Directors at any time or times requested by the Board of Directors.

(n) Maintain records showing the complaints and service requests made by each Co-owner together with the action taken with respect to each such request. The Agent, in its discretion, or upon the request of the Board of Directors, shall report all such requests to the Board of Directors with appropriate recommendations. If required by the Federal Housing Administration, a further segregated account containing the reserve fund for replacements shall also be established.

(o) Establish and maintain in a bank authorized to do business in Michigan a separate bank account as agent and trustee for the Association for the deposit of the Association's funds. The Agent shall have authority to draw thereon for any payments to be made by the Agent to discharge any liabilities or obligations incurred pursuant to this Agreement and for the payment of the management fee.

(p) Do all other things which are reasonably required to maintain the Project in conformity with such standards as the Board of Directors may from time to time establish and which the Bylaws and the laws of the State of Michigan permit the Board of Directors to authorize and to delegate.

4. Indemnification and Liability of Agent. The Association hereby agrees to indemnify and save harmless Agent from all losses, expenses or damages of any nature whatsoever in connection with the management of the Project and from liability for injury to any person or property on, about or in connection with the Project from any cause whatever, unless such costs, expenses, damages or liabilities be caused by the Agent's own gross negligence or willful misconduct. The Agent shall not be liable to the Association or to any other person for any error in judgment or for doing or omitting to do any matter or thing pursuant to the terms of this Agreement except in cases of willful misconduct or gross negligence.

5. Relationship of Agent to Other Entities. Agent, its officers, employees, partners, directors and others connected therewith are, or may be, officers, employees, partners, directors of or otherwise related to the (a) Association, (b) the Developer of The Maples of Novi, Maple Hills or (c) contractors or agencies hired by Agent which are furnishing services or supplies to The Maples of Novi, Maple Hills Association. The Association, on behalf of itself and members, acknowledges and expressly consents to any and all of such relationships.

6. Assignability. The Agent may assign this Management Agreement to any other person or entity so long as such assignee shall undertake in writing to assume and perform the obligations of Agent hereunder.

7. Effective Date. This Agreement shall take effect on the day of the first conveyance to a purchaser of a Unit in The Maples of Novi, Maple Hills and shall remain in full force and effect until 60 days after the First Annual Meeting of Co-owners as set forth in the Bylaws. This Agreement shall be automatically renewed at the expiration of such period unless, within said 60-day period, the Association terminates this Agreement. Upon said renewal, this Agreement shall remain in full force and effect for a period of 1 year from such renewal date.

8. Termination. This Agreement shall terminate (a) upon the expiration of the term hereof, or (b) upon 30 days' prior written notice by either party to the other for cause. Notwithstanding the foregoing, however, the Association may, with 30 days' prior written notice, terminate this Agreement on the transitional control date or at any time within 90 days thereafter. The "transitional control date" means the date on which a Board of Directors for 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.

In the event a petition in bankruptcy is filed by or against Agent, or in the event that it shall make an assignment for the benefit of creditors or take advantage of any insolvency act, either party hereto may terminate this Agreement, without notice to the other, but prompt advice of such action shall be given to the other party.

9. **Final Accounting.** Upon termination, the contracting parties shall account to each other with respect to all matters outstanding as to the date of termination and the Association shall furnish the Agent security satisfactory to the Agent against any outstanding obligations or liabilities which the Agent may have incurred hereunder.

10. **Federal Housing Administration.** It is expressly understood and agreed by and between the parties hereto that the Federal Housing Administration (so long as it insured any mortgage relative to the Project) shall have the right, for good cause, to terminate this Agreement at the end of any calendar month on 30 days' written notice to the Association and the Agent of such termination. It is further understood and agreed that no liability shall attach to the Federal Housing Administration in the event of termination of this Agreement pursuant to this section. This Agreement is made subject and subordinate to all rights of the Federal Housing Administration as the insurer of any mortgage relative to the Project and shall, to the extent that it confers the rights, privileges and benefits upon the Federal Housing Administration, inure to its benefit but without liability in the same manner and with the same force and effect as though the Federal Housing Administration was a signatory to this Agreement.

11. **Effect of Agreement.** This Agreement shall constitute the entire Agreement between the contracting parties and no variance or modification thereof shall be valid and enforceable except by supplemental agreement in writing which shall be executed and approved in the same manner as this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the date and year first written.

THE MAPLES OF NOVI, MAPLE HILLS
ASSOCIATION

CLASSIC CONSTRUCTION CORPORATION,
Agent

By: Arlene Blumenstein
Its: President

By: Sam Blumenstein
Its: President

THE MAPLES OF NOVI, MAPLE GREENS ESCROW AGREEMENT

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THIS AGREEMENT is entered into this 15 day of August, 1989, between The Maple Group/Novi, Inc., a Michigan corporation ("Developer"), and Chicago Title Insurance Company by and through its duly authorized representative, Philip F. Graco Title Company ("Escrow Agent").

WHEREAS, Developer has established The Maples of Novi, Maple Greens as a residential Condominium Project under applicable Michigan law; and,

WHEREAS, each building site will constitute a Condominium Unit as defined in the Michigan Condominium Act (Act No. 59, Public Acts of 1978, as amended, hereinafter the "Act"); and

WHEREAS, Developer is selling Condominium Units in The Maples of Novi, Maple Greens and is entering into Purchase and Building Agreements with Purchasers for such Units in substantially the form attached hereto, and each Purchase and Building Agreement requires that all deposits made under such Agreement be held in an escrow account with an Escrow Agent; and,

WHEREAS, the parties hereto desire to enter into an Escrow Agreement to establish such an escrow account for the benefit of Developer and for the benefit of each Purchaser (hereinafter called "Purchaser") who makes deposits under a Purchase and Building Agreement; and,

WHEREAS, Escrow Agent is acting as an independent party hereunder pursuant to the provisions of this Agreement and the Act for the benefit of Developer and all Purchasers and not as the agent of any one or less than all of such parties.

NOW, THEREFORE, it is agreed as follows:

1. **Deposit of Funds.** Developer shall, promptly after receipt, transmit to Escrow Agent sums initially deposited with it under a Purchase and Building Agreement, together with a transmittal letter signed by Purchaser containing a precise identification of the Unit covered by the Purchase and Building Agreement and the name(s), address and telephone number of the Purchaser(s) thereunder. Thereafter, Developer shall transmit to Escrow Agent further sums received by it from Purchaser under the Purchase and Building Agreement up to the time of closing. The Master Deed as recorded in the office of the Oakland County Register of Deeds, only as modified by duly recorded Amendments through the date hereof and the attached Purchase and Building Agreement form for this Condominium Project shall not be amended or modified in any manner which will in the opinion of Escrow Agent materially change its duties or increase its liabilities.

2. **Release of Funds.** The sums paid to Escrow Agent under the terms of any Purchase and Building Agreement shall be held and released to Developer or Purchaser only upon the conditions hereinafter set forth:

A. **Upon Withdrawal by Purchaser.** The escrowed funds shall be released to Purchaser under the following circumstances:

i) If the Purchase and Building Agreement is contingent upon Purchaser obtaining a mortgage and he fails to do so as provided therein and duly withdraws from the Purchase and Building Agreement as a result thereof, Escrow Agent shall release to Purchaser all sums held by it pursuant to said Agreement.

ii) In the event that a Purchaser duly withdraws from a Purchase and Building Agreement prior to the time that said Agreement becomes binding, Escrow Agent shall, within 3 business days from the date of receipt of notice of such withdrawal, release to Purchaser all of Purchaser's deposits held thereunder.

iii) In the event that a Purchaser duly terminates a Purchase and Building Agreement executed under the provisions of §88 of the Act pursuant to paragraphs 7 and 8 of the General Provisions of a Purchase and Building Agreement, Escrow Agent shall release all of Purchaser's deposits held thereunder to Purchaser.

iv) If, however, Developer files with Escrow Agent a written objection to the withdrawal request of Purchaser which objection claims an interest in the sums held pursuant to the Purchase and Building Agreement, Escrow Agent shall hold or dispose of the funds as provided in paragraph 4 hereof.

B. **Upon Default by Purchaser.** In the event that a Purchaser under a Purchase and Building Agreement defaults in making any payments required by said Agreement or in fulfilling any other obligations thereunder for a period of 10 days after written notice by Developer to Purchaser, Escrow Agent shall release sums held pursuant to the Purchase and Building Agreement to Developer in accordance with the terms of said Agreement. If, however, Purchaser files a written objection to the notice of default with Escrow Agent which objection claims an interest in the sums held pursuant to the Purchase and Building Agreement, Escrow Agent shall hold or dispose of the funds as provided in paragraph 4 hereof.

C. **Upon Conveyance of Title to Purchaser.** Upon conveyance of title to a Unit from Developer to Purchaser (or upon execution of a land contract between Developer and Purchaser in fulfillment of a Purchase and Building Agreement) and upon issuance of a Certificate of Occupancy with respect to the Unit if required by local public ordinance, Escrow Agent shall release to Developer all sums held in escrow under such Agreement provided Escrow Agent has received a certificate signed by a licensed professional engineer confirming:

i) That those portions of the phase of the Condominium Project in which such Purchaser's Unit is located and which in the Condominium Subdivision Plan are labeled "must be built" are substantially complete; and

ii) That recreational facilities or other similar facilities and all other common elements or facilities intended for common use, wherever located which in the Condominium Subdivision Plan are labeled "must be built" are substantially complete; or

If the elements or facilities referred to in paragraphs 2C(i) and 2C(ii) above are not substantially complete, only sufficient funds to finance substantial completion of such elements or facilities shall be retained in escrow and the balance may be released. All funds required to be retained in escrow may be released, however, if other adequate security shall have been arranged as provided in paragraph 2F below. Determination of amounts necessary to finance substantial completion shall likewise be determined by the certificate of a licensed professional engineer. For purposes of paragraph 2C(i) above, the phase of the Condominium Project in which Purchaser's Unit is located shall be "substantially complete" when all utility mains, access roads and other Common Elements (to the extent such items are designated on the Condominium Subdivision Plan as "must be built") are substantially complete as evidenced by certificates of substantial completion issued by a licensed professional engineer as described in Section 3 below. Improvements of the type described in paragraph 2C(ii) above shall be substantially complete when certificates of substantial completion have been issued therefor by a licensed professional engineer, as described in Section 3.

D. **Release of Funds Escrowed For Completion of Incomplete Improvements.** Upon furnishing Escrow Agent a certificate from a licensed professional engineer (or, except for improvements of the type described in paragraph 2C(ii) above, from a local public building inspector having jurisdiction) evidencing substantial completion in accordance with the pertinent plans and specifications of a structure, improvement, facility or identifiable portion thereof for which funds or other security have been deposited in escrow, Escrow Agent shall release to Developer the amount of such funds or other security specified by the issuer of the certificate as being attributable to such substantially completed item(s); provided, however, that if the amounts remaining in escrow after any such partial release would be insufficient in the opinion of the issuer of such certificate to finance substantial completion of any remaining incomplete items for which funds or other security have been deposited in escrow, only the amount in escrow in excess of such estimated cost to substantially complete shall be released by Escrow Agent to Developer.

E. **Release of Interest Earned Upon Escrowed Funds.** In the event that interest upon the escrowed funds is earned, all such interest shall be separately accounted for by Escrow Agent and shall be held in escrow and released as and when principal deposits are released hereunder; provided, however, that all interest earned on deposits refunded to a Purchaser upon the occasion of his withdrawal from a Purchase and Building Agreement shall be paid to Developer.

F. Other Adequate Security. If Developer requests that all of the escrowed funds held hereunder or any part thereof be delivered to it prior to the time it otherwise becomes entitled to receive the same, Escrow Agent may release all such sums to Developer if Developer has placed with Escrow Agent an irrevocable letter of credit drawn in favor of Escrow Agent in form and substance satisfactory to Escrow Agent and securing full repayment of said sums, or has placed with Escrow Agent such other substitute security as may be permitted by law and approved by Escrow Agent. Escrow Agent may, at its sole discretion, present any letter of credit deposited pursuant to this paragraph for payment without prior notice or consent of Developer.

G. Claims Arising Due to Failure of Completion. If Escrow Agent is holding in escrow funds or other security for completion of incomplete elements or facilities under §103b(7) of the Act, such funds or other security, upon the request of The Maples of Novi, Maple Greens Association or any interested Co-owner, shall be administered by Escrow Agent in the following manner:

- 5) Escrow Agent shall upon request give all statutorily required notices under §103b(7) of the Act.
- 6) If Developer, the The Maples of Novi, Maple Greens Association and any other party or parties asserting a claim to or interest in the escrow deposit enter into a written agreement (satisfactory in its terms and conditions to Escrow Agent for Escrow Agent's protection, as determined by Escrow Agent in its absolute and sole discretion), as to the disposition of the funds or security in escrow under §103b(7) of the Act, Escrow Agent shall release such funds or security in accordance with the terms of such written agreement among such parties.
- 7) Failing written agreement as provided in paragraph 2Gii above, Escrow Agent shall be under no obligation whatever to release any such escrowed funds or security, but Escrow Agent may, in its absolute and sole discretion, at any time take either of the following actions:
 - (a) Initiate an interpleader action in any circuit court in the State of Michigan naming the Developer, the The Maples of Novi, Maple Greens Association and all other claimants and interested parties as parties and deposit all funds or other security in escrow under §103b(7) of the Act with the clerk of such court in full acquittance of its responsibilities under this Agreement; or
 - (b) Initiate an arbitration proceeding under the Commercial Arbitration Rules of the American Arbitration Association pursuant to which proceeding both the Developer and the The Maples of Novi, Maple Greens Association shall be named as parties. Escrow Agent shall continue to hold all sums in escrow under §103b(7) of the Act pending the outcome of such arbitration but Escrow Agent shall not be a party to such arbitration. All issues relative to disposition of such escrow deposits or other security shall be decided by the arbitrator or arbitration panel and such decision shall be final and binding upon all parties concerned and judgment thereon may be rendered upon such award by any circuit court of the State of Michigan. Escrow Agent may in any event release all such escrow deposits in accordance with the arbitration decision or may commence an interpleader action with respect thereto as provided above.

3. Proof of Occurrences; Confirmation of Substantial Completion; Determination of Cost to Complete. Escrow Agent may require reasonable proof of occurrence of any of the events, actions or conditions stated herein before releasing any sums held by it pursuant to this Escrow Agreement either to a Purchaser or to Developer. Whenever Escrow Agent is required hereby to receive the certification of a licensed professional engineer that a facility, element, structure, improvement or identifiable portion of any of the same is substantially complete in accordance with the pertinent plans therefor, it may base such confirmation entirely upon the certificate of the Developer to such effect coupled with the certificate to the same effect of a licensed professional engineer. Likewise, all estimates and determinations of the cost to substantially complete any incomplete elements, facilities, structures and improvements for which escrowed funds are being specifically maintained under paragraph 2D above shall be made entirely by a licensed professional engineer and the determination of all amounts to be retained or maintained in the escrow account for the completion of any such elements, facilities, improvements or structures shall be based entirely upon such determinations and estimates as are furnished by such engineer. No inspections of the Project or any portion thereof by any representative of Escrow Agent shall be deemed necessary hereunder, nor must any cost estimates or determinations be made by Escrow Agent and Escrow Agent may rely entirely upon certificates, determinations and estimates as described above in retaining and releasing all escrowed funds hereunder.

4. Conflicting Claims. If Escrow Agent receives conflicting instructions or claims to the funds, securities or documents held in escrow, then it may take any one or more of the following actions.

- A. It may release all or any portion of the funds to the party which it, in its sole judgment, determines is entitled to receive such funds under other provisions of this Agreement.
- B. It may hold all or any portion of the funds, securities and documents affected by the conflicting instructions or claims in this escrow and take no further action until otherwise directed, either by mutual written instructions from all interested parties or final order of a court of competent jurisdiction.
- C. It may initiate an interpleader action in any circuit court in the State of Michigan naming all interested parties as parties and depositing all or any portion of the funds, securities and documents affected by the adverse claims with the clerk of such court in full acquittance of its responsibilities under this Agreement.

5. Limited Liability of Escrow Agent; Right to Deduct Expenses From Escrow Deposits. Upon making delivery of the funds deposited with Escrow Agent pursuant to this Escrow Agreement and performance of the obligations and services stated herein, Escrow Agent shall be released from any further liability thereunder and hereunder, it being expressly understood that liability is limited by the terms and provisions set forth in this Agreement, and that by acceptance of this Agreement, Escrow Agent is acting in the capacity of a depository and is not, as such, responsible or liable for the sufficiency, correctness, genuineness or validity of the instruments submitted to it, or the marketability of title to any Unit sold under any other Agreement. Escrow Agent is not responsible for the failure of any bank used by it as an escrow depository for funds received by it under this Agreement.

Further, Escrow Agent is not a guarantor of performance by Developer under the Condominium Documents or any Purchase and Building Agreement and Escrow Agent undertakes no responsibilities whatever with respect to the nature, extent or quality of such performance hereunder or with regard to the conformity of such performance to the terms of such documents, to the plans and specifications for the Project, to local or state laws or in any other particular. So long as Escrow Agent relies in good faith upon any certificate, cost estimate or determination of the type described in Section 3, Escrow Agent shall have no liability whatever to Developer, any Purchaser, any Co-owner or any other party for any error in such certificate, cost estimate or determination for any act or omission by the Escrow Agent in reliance thereon.

Except in instances of gross negligence or wilful misconduct, Escrow Agent's liability hereunder shall in all events be limited to return, to the party or parties entitled thereto, of the funds retained in escrow (or which were replaced by security) less any reasonable expenses which Escrow Agent may incur in the administration of such funds or otherwise hereunder, including, without limitation, reasonable attorneys' fees and litigation expenses paid in connection with the defense, negotiation or analysis of claims against it, by reason of litigation or otherwise, arising out of the administration of such escrowed funds, all of which costs Escrow Agent shall be entitled without notice to deduct from amounts on deposit hereunder.

6. Notices. All notices required or permitted hereunder and all notices of change of address shall be deemed sufficient if personally delivered or sent by registered mail, postage prepaid and return receipt requested, addressed to the recipient party at the address shown below such party's signature to this Agreement or upon the transmittal letter referred to in paragraph 1 above. For purposes of calculating time periods under the provisions of this Agreement, notice shall be deemed effective upon mailing or personal delivery, whichever is applicable.

THE MAPLE GROUP/NOVI, INC., a Michigan corporation,
Developer

CHICAGO TITLE INSURANCE COMPANY, Escrow Agent

By: Philip F. Greco Title Company, Agent

/s/ Sam Blumenstein

By: _____
Sam Blumenstein, President
7001 Orchard Lake Road, Suite 130
West Bloomfield, Michigan 48322
(313) 737-8800

/s/ Lydia Gallimore

By: _____
Lydia Gallimore
185 Elizabeth Lake Road
Pontiac, Michigan 48053
(313) 333-3090

DISCLOSURE STATEMENT
THE MAPLES OF NOVI, MAPLE GREENS

DEVELOPER

THE MAPLE GROUP/NOVI, INC.
7001 Orchard Lake, Suite 130
West Bloomfield, Michigan 48322
(313) 737-8800

The Maples of Novi, Maple Greens is a five-unit residential site condominium project that may be further expanded to include a maximum of 400 units at any time on or before August 23, 1995.

**THIS DISCLOSURE STATEMENT IS NOT A SUBSTITUTE FOR THE
MASTER DEED, THE CONDOMINIUM BUYERS HANDBOOK OR OTHER
APPLICABLE LEGAL DOCUMENTS AND BUYERS SHOULD READ ALL
SUCH DOCUMENTS TO FULLY ACQUAINT THEMSELVES WITH THE
PROJECT AND THEIR RIGHTS AND RESPONSIBILITIES RELATING
THERETO.**

**IT IS RECOMMENDED THAT PROFESSIONAL ASSISTANCE BE SOUGHT
PRIOR TO PURCHASING A CONDOMINIUM UNIT.**

August 1989

THE MAPLES OF NOVI, MAPLE GREENS
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APPENDIX I

DISCLOSURE STATEMENT THE MAPLES OF NOVI, MAPLE GREENS

I. Introduction

Condominium development in Michigan is governed largely by Act 59 of the Michigan Public Acts of 1978, as amended (the Condominium Act).

This Disclosure Statement, together with copies of the legal documents required for the creation and operation of the project, are furnished each purchaser pursuant to the requirement of Michigan law that the Developer of a condominium project disclose to prospective purchasers the characteristics of the condominium units that are offered for sale.

II. The Condominium Concept

A. General. Condominium is a method of subdividing, describing and owning real property. A condominium unit has the same legal attributes as any other form of real property under Michigan law and may be sold, mortgaged or leased subject only to such restrictions as are contained in the condominium documents and as otherwise may be applicable to the property.

Each owner receives a deed to his individual condominium unit. Each owner owns, in addition to his unit, an undivided interest in the other components ("common elements") of the project. Title to the common elements is included as part of, and is inseparable from, title to the individual condominium units. Each owner's proportionate share of the common elements is determined by the percentage of value assigned to his unit in the Master Deed described in Section IV of this Disclosure Statement.

All portions of the project not included within the units constitute the common elements. Limited common elements are those common elements that are set aside for use by less than all unit owners. General common elements are all common elements other than limited common elements.

The project is administered generally by a non-profit corporation of which all owners are members (the "Association"). The nature and duties of the Association are described more fully in Section VI of this Disclosure Statement.

Except for the year in which the project is established, or, in the case of units added to a project by subsequent amendment to the Master Deed, the year in which such amendment is recorded, real property taxes and assessments are levied individually against each unit in the project. The separate taxes and assessments cover the unit and its proportionate share of the common elements. No taxes or assessments are levied independently against the common elements. In the year in which the project is established or in which an amendment adding units is recorded, the taxes and assessments for the units covered by the Master Deed or amendment usually are billed to the Association and are paid by the owners of such units in proportion to the percentages of value assigned to the units owned by them.

B. Condominium Building Sites. The Maples of Novi, Maple Greens is different from many condominium projects in this area because the condominium units in this project consist of only the individual building sites, and the common elements do not include the residential structures to be built on the sites. Each condominium unit consists of the space contained within the unit boundaries as shown in the Condominium Subdivision Plan and delineated with heavy outlines. In the more traditional form of condominium project, the units consist of the air space enclosed within each of the buildings, and the common elements include the exterior structural components of the buildings. In The Maples of Novi, Maple Greens, each owner holds an absolute and undivided title to his unit and to the dwelling and other improvements located thereon (to the extent such improvements are not designated in the Master Deed as common elements). Any portions of the condominium units that consist primarily of grass and that are not enclosed by fences or are otherwise not inaccessible to lawn mowing equipment will be maintained by the Association, as more

fully set forth in the condominium documents. The Association will also be responsible for maintaining the roofs and siding and the periodic painting and staining of the exteriors of the structures. Each unit owner otherwise generally will be responsible for all decoration, maintenance, repair and replacement of the dwelling and other improvements located on his unit. Each co-owner is responsible for the maintenance of all other improvements installed within his unit.

C. Other Information. Although the foregoing is generally accurate as applied to most condominium developments, the details of each development may vary substantially. Accordingly, each purchaser is urged to review carefully all of the documents contained in The Maples of Novi, Maple Greens Purchaser Information Booklet as well as any other documents that the Developer has delivered to the purchaser in connection with this development. Any purchaser having questions pertaining to the legal aspects of the project is advised to consult his own lawyer or other professional advisor.

III. Description of the Condominium Project

A. Size, Scope and Physical Characteristics of the Project. The Maples of Novi, Maple Greens is initially being established as a five-unit residential condominium project located in The Maples of Novi Community. The project now consists of five building sites, each of which is a separate condominium unit. No recreational amenities are planned to be included in the condominium as general common elements, although the owners of units in Maple Greens will have certain rights to use of the golf course, clubhouse and pool as described in Article III F. below.

B. Utilities. The Maples of Novi, Maple Greens is served by public water, storm and sanitary sewers, gas, electric and telephone service. Gas service is furnished by Consumers Power Company, electricity is furnished by Detroit Edison and telephone service is provided by Michigan Bell Telephone. All utilities, other than utilities provided to service the common elements, will be separately metered for payment by the individual unit owners; utilities furnished to the common elements will be billed directly to the Association. The costs of maintaining the sanitary and storm sewer systems serving the project, to the extent those systems are located within the project boundaries, will be borne by the Association.

C. Roads. The collector roadway system that services not only The Maples of Novi, Maple Greens but also the golf course and adjoining residential developments, is maintained by The Maples of Novi Community Association as is more fully discussed in paragraph D below. The interior cluster roads and cul-de-sacs in The Maples of Novi, Maple Greens are private and will be maintained (including, without limitation, snow removal) by the Condominium Association. Replacement, repair and resurfacing of the roads will be necessary from time to time as circumstances dictate. It is impossible to estimate with any degree of accuracy future roadway repair or replacement costs. It is the Condominium Association's responsibility to inspect and to perform preventative maintenance on condominium roadways on a regular basis in order to maximize the life of project roadways and to minimize repair and replacement costs.

D. The Maples of Novi Community. The Maples of Novi, Maple Greens is part of a planned residential community known as The Maples of Novi Community which, upon completion, may (but need not) consist of as many as 1000 dwelling units. When complete, the entire community could include a number of separate condominium projects and apartments or other forms of residential development, or a combination of the foregoing, all in addition to The Maples of Novi, Maple Greens. Regardless of the number of separate residential projects ultimately included within the community, it is anticipated that the community will function as an integrated unit with respect to certain common amenities (the "Community Areas") and various common maintenance functions. In order to provide a framework for the coordinated development of the entire Maples of Novi Community, and of the joint use, maintenance and support of the portions thereof designated from time to time as Community Areas, the Developer has recorded a Declaration of Easements, Covenants, Conditions and Restrictions for The Maples of Novi Community in Oakland County Records. The Declaration confers benefits and imposes obligations upon the co-owners and the condominium including, without limitation, the non-exclusive right to use and the obligation to share in the costs of maintenance and support of the Community Areas. The Community Areas may include but will not necessarily be limited to a collector roadway system, jogging/exercise/cycling paths, cross-country ski trails, and other amenities

that are intended to benefit the entire Maples of Novi Community or some portion thereof and that are designated as such by the declarant under the Declaration as it may be amended from time to time. The declarant, as of the date of this Disclosure Statement, has committed to construct a collector roadway system. Any other amenities lying outside The Maples of Novi, Maple Greens, including a clubhouse, swimming pool and other such recreational facilities, although presently planned by the Developer, need not be built.

The Developer has no obligation to construct or install any Community Areas other than as may be specifically committed by it from time to time in connection with its expansion of The Maples of Novi Community. Neither does it have any obligation to designate as Community Areas any improvements or amenities that may be constructed or installed in the future, or any real property, personal property, easements or fixtures which are provided by it within The Maples of Novi Community unless it specifically designates such improvements or property as Community Areas. Further, the Developer has no obligation to construct or install any Community Areas in accordance with any particular plans or specifications other than as may be required by any public authority having jurisdiction. Additionally, there is no obligation on the part of the Developer to construct any portion of the facilities to be known as The Maples of Novi Club as described in Paragraph F below. Construction of all facilities referred to in this Paragraph must necessarily depend on exercise of the Developer's discretion based upon economic conditions generally and the residential real estate market in particular.

E. The Maples of Novi Community Association. The Maples of Novi Community Association will be established as a Michigan non-profit corporation for the purpose of holding title to or administering easements with respect to the collector roadway system, and other Community Areas within The Maples of Novi Community. Each condominium association responsible for the operation, administration, and maintenance of each condominium project established within The Maples of Novi Community is automatically a member of The Maples of Novi Community Association and shall be obligated to pay an annual assessment to defray the Community Association's regular operating expenses in addition to any special assessments for capital improvements. The Declaration contained in the Purchaser Information Booklet should be consulted for a thorough understanding of the provisions concerning maintenance of the Community Areas.

F. Golf Club and Clubhouse. A nine-hole executive golf course is proposed to be constructed on land adjacent to The Maples of Novi, Maple Greens. Initially it is anticipated that the golf course will be a public course. No Club member shall, by virtue of such membership, have or acquire any direct or indirect ownership interest in or other claim to the Club or its facilities. Given the proximity of the golf course and building sites in The Maples of Novi, Maple Greens, owners must be aware that errant golf balls may land within their unit and common elements, and the owner assumes the risk of any damage or liability that might be caused by any such errant golf balls.

A clubhouse and swimming pool are also proposed to be constructed for use in connection with the golf course. The clubhouse and pool are intended to be completed at the same time the golf course is ready for play. Nonexclusive use of portions of the clubhouse and pool by residents in The Maples of Novi, Maple Greens may be permitted upon certain conditions to be determined by the Developer prior to commencement of closing of unit sales in the condominium. Correspondingly, all members of the condominium will be required to contribute to the costs of maintenance, repair and replacement of these recreational facilities. Even though a clubhouse and swimming pool are proposed, such facilities need not be built and may be constructed only in the declarant's discretion.

G. Reserved Rights of Developer.

(1) **Expansion of Project.** The Developer has reserved the right to expand the project to no more than 400 units by the addition of land at any time on or before August 23, 1995. In connection with such expansion, the Developer has reserved the right to define and redefine common elements as may be necessary to adequately describe and service the expansion land and to change the nature of

arc of a curve to the left said curve having a radius of 244.00 feet, a central angle of 29°30'00", a length of 124.24 feet, and a chord bearing of S. 76°15'00" W.; thence S. 61°30'00" W. 112.06 feet thence 20.28 feet along the arc of a curve to the right, said curve having a radius of 25.00 feet, a central angle of 46°30'00", a chord length of 19.73 feet and a chord bearing of S. 84°45'00" W.; thence N. 72°00'00" W. 22.96 feet; thence 98.75 feet along the arc of a curve to the left, said curve having a radius of 164.00 feet, a central angle 34°30'00", a chord length of 97.26 feet, and a chord bearing of N. 89°15'00" W; thence S. 73°30'00" W. 170.01 feet; thence 23.79 feet along the arc of a curve to the left, said curve having a radius of 114.00 feet, a central angle of 11°57'39", a chord length of 23.75 feet and a chord bearing of S. 67°31'10" W.; thence 37.07 feet along the arc of a curve to the right, said curve having a radius of 25.00 feet, a central angle of 84°57'39", a chord length of 33.76 feet and a chord bearing of N. 75°58'50" W.; thence N. 33°30'00" W. 112.14 feet; thence 59.69 feet along the arc of a curve to the left, said curve having a radius of 114.00 feet, a central angle of 30°00'00", a chord length of 59.01 feet and a chord bearing of N. 48°30'00" W.; thence N. 63°30'00" W. 79.24 feet; thence 6.33 feet along the arc of a curve to the right, said curve having a radius of 25.00 feet, a central angle of 14°30'58", chord length of 6.32 feet and a chord bearing of N. 56°14'31" W.; thence S. 87°12'49" E. 386.37 feet; thence N. 63°00'00" E. 471.81 feet; thence N. 83°05'54" E. 175.47 feet; thence S. 01°00'00" W. 266.20 feet to the point of beginning of said Parcel "A" Addition; together with

22-02-226-000 ENT

2. Amended Sheet 1 of the Condominium Subdivision Plan of The Maples of Novi, Maple Greens, as attached hereto, shall replace and supersede Sheet 1 of the Condominium Subdivision Plan of The Maples of Novi, Maple Greens as originally recorded and subsequently amended, and the originally recorded and amended Sheet 1 shall be of no further force or effect. The legal description of the Condominium Premises contained on said Amended Sheet 1 shall replace and supersede the description of said Premises contained in Article II of the originally recorded Master Deed, as subsequently amended.

3. Amended Sheet 2B of the Condominium Subdivision Plan of The Maples of Novi, Maple Greens, as attached hereto, shall replace and supersede Sheet 2B of the Condominium Subdivision Plan of The Maples of Novi, Maple Greens as originally recorded and the originally recorded Sheet 2B shall be of no further force or effect.

In all respects, other than as hereinabove indicated, the original Master Deed of The Maples of Novi, Maple Greens, as heretofore amended, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

Dated this 30th day of November, 1990.

WITNESSES:

Denise Klein

Denise Klein

THE MAPLE GROUP/NOVI, INC.,
A Michigan corporation

By:

Sam Blumenstein

Sam Blumenstein, President

Deborah Selyaggio
STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing Fourth Amendment to Master Deed of The Maples of Novi, Maple Greens was acknowledged before me this 30th day of November, 1990, by Sam Blumenstein the President of The Maple Group/Novi, Inc., a Michigan corporation, on behalf of the corporation.

ARLEEN R. BLUMENSTEIN
Notary Public, Oakland County, Michigan
My Commission Expires Aug. 18, 1991

Arleen Blumenstein
Notary Public, Oakland County,
Michigan
My commission expires: 8-18-91

Fourth Amendment to Master Deed drafted by:

C. Kim Shierk of DYKEMA GOSSETT
505 North Woodward Avenue, Suite 3000.
Bloomfield Hills, Michigan 484304

When recorded, return to drafter.

AMENDMENT NO. 1
OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 628
EXHIBIT "B" TO THE AMENDED MASTER DEED OF
THE MAPLES OF NOVI, MAPLE GREENS
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

THE ASTERISK IS AS SHOWN IN THE SHEET INDEX
INDICATES ANCHOR OR ARE NEW SHEETS WHICH ARE
REVISED DATED WORKERS THESE SHEETS WITH
THIS SUBMISSION ARE TO REPLACE OR BE SUPPLEMENTED
MENTAL SHEETS TO THOSE PREVIOUSLY ISSUED.

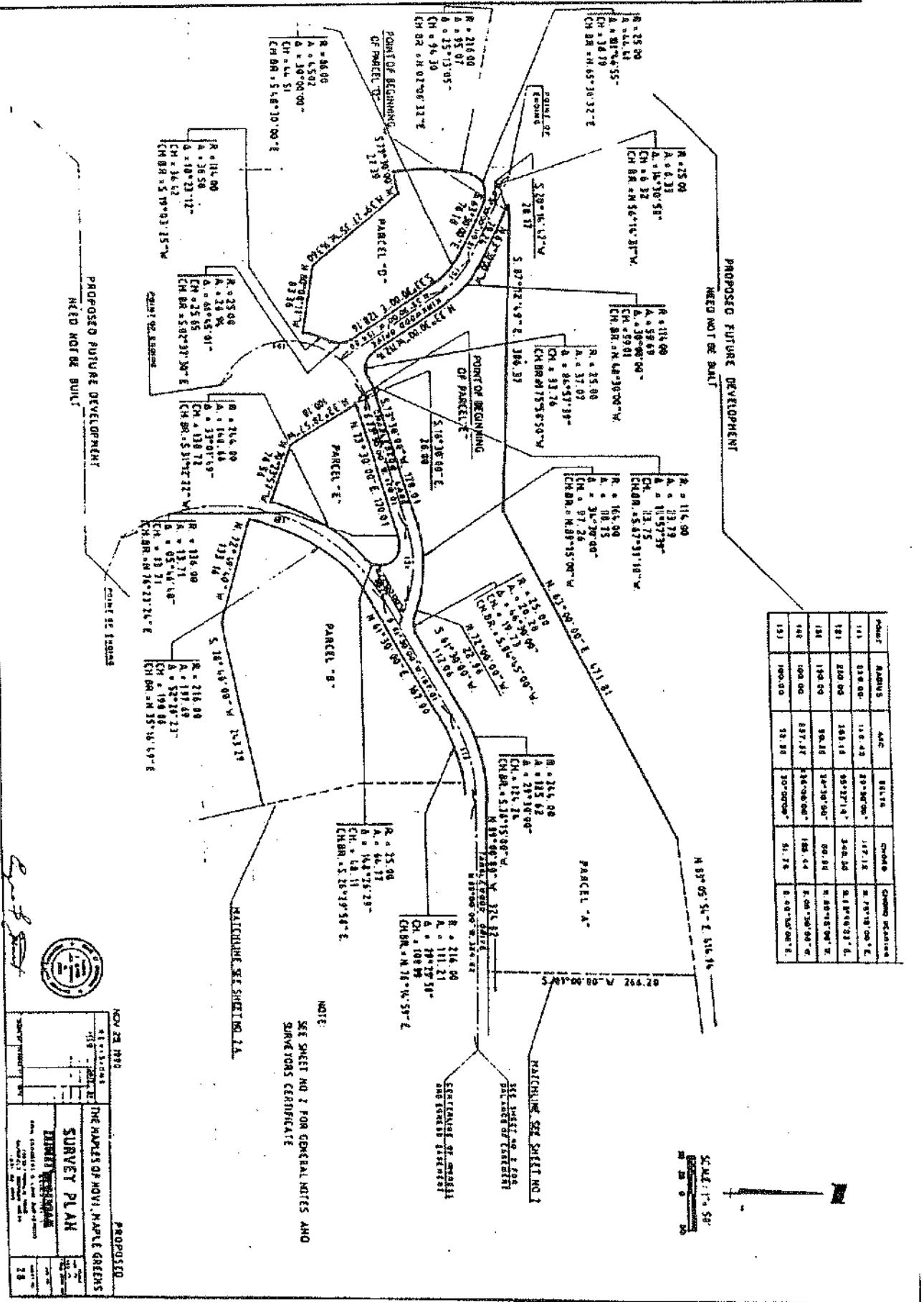
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UNIVERSITY OF TORONTO
144 SPADINA AV.
TORONTO, ONT.
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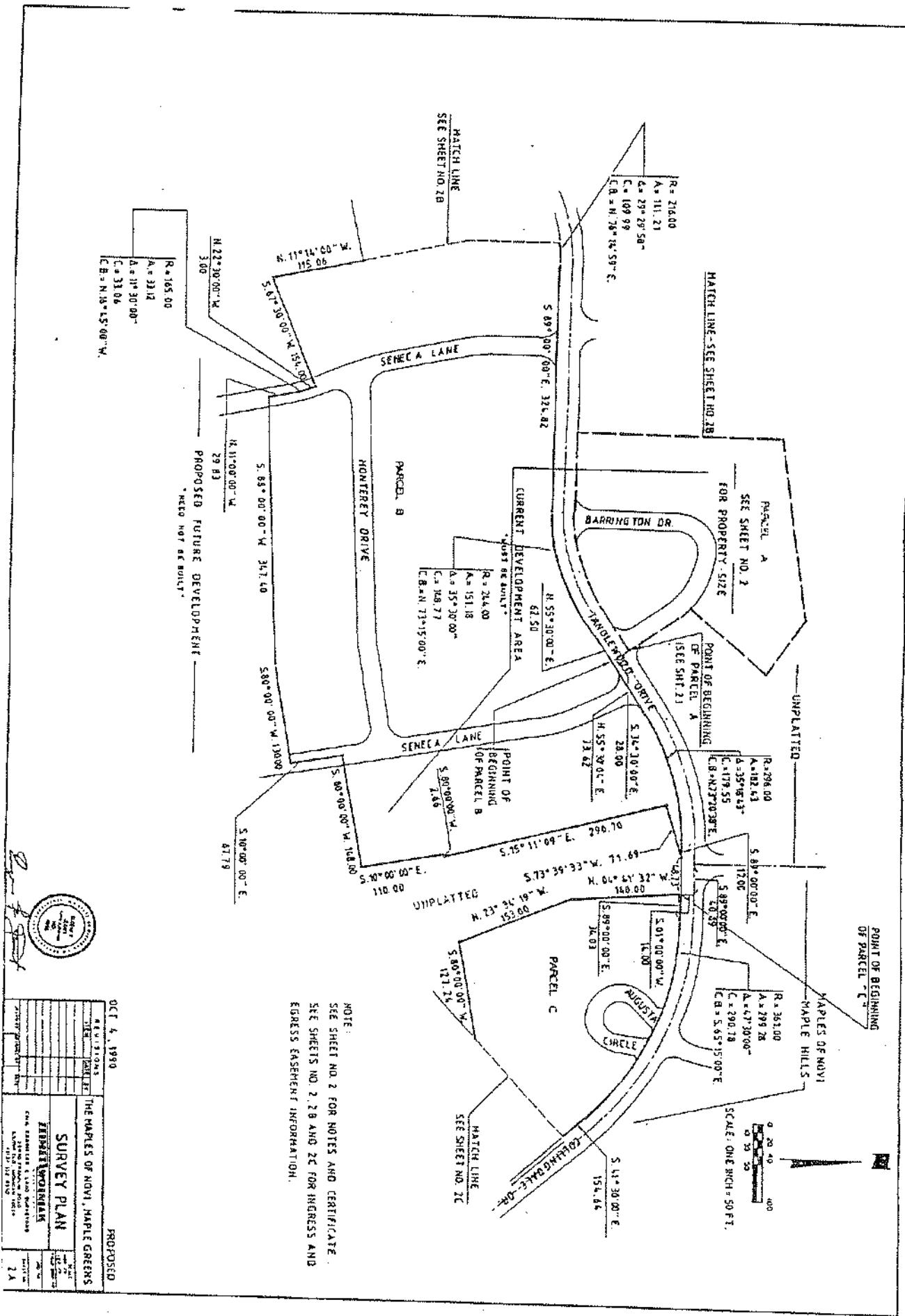
THE MARIE GROUP, INC.
A PSYCHIATRIC CORPORATION
1001 CALHOUN LAKE RD., SUITE
WEST BLOOMFIELD TOWNSHIP

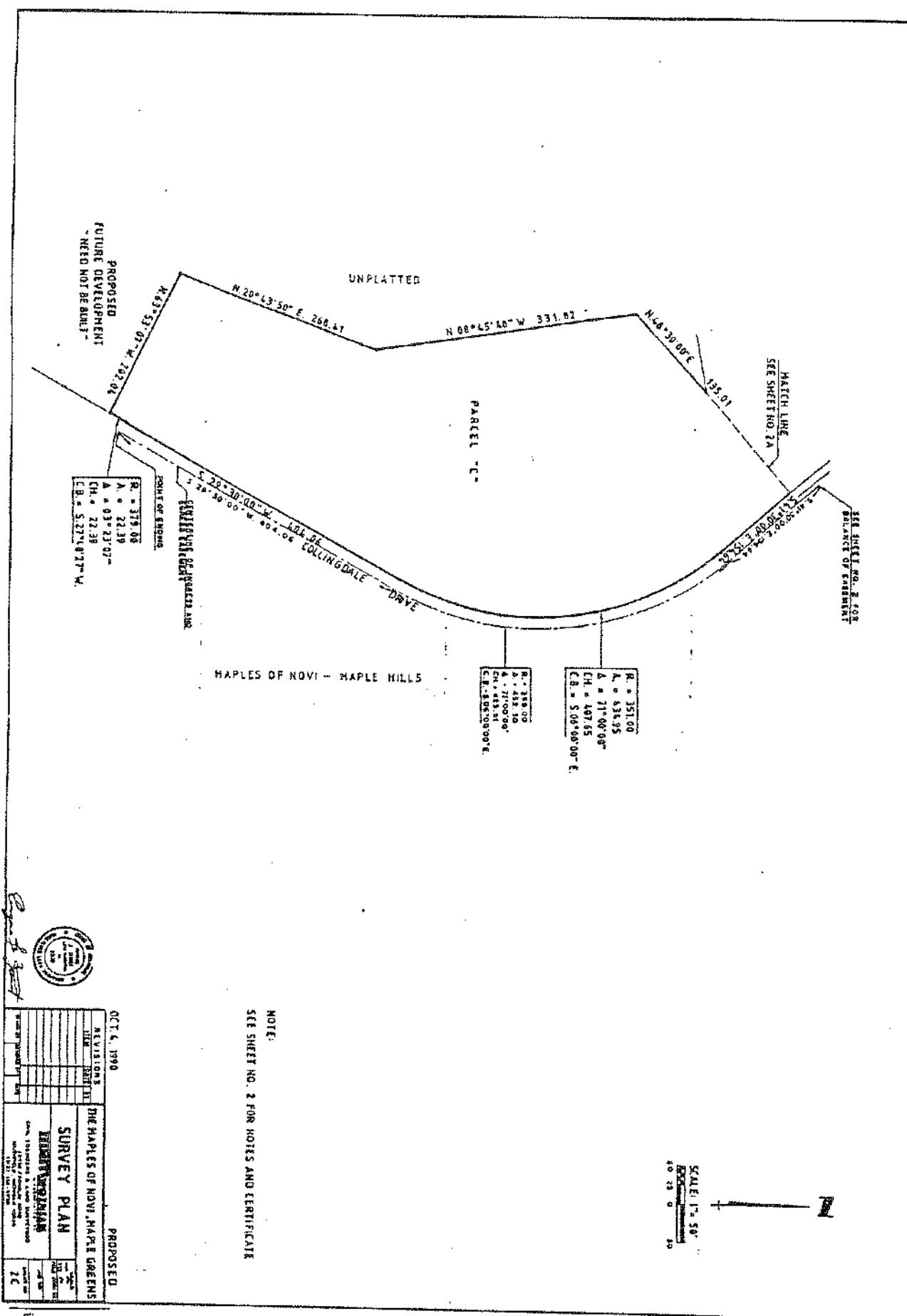
reaching up to 1000 ft. in height. The highest point is the peak of the mountain, which is 1000 ft. above the sea level. The mountain is composed of a series of ridges and valleys, with a total length of about 10 miles. The mountain is situated in the middle of the island, and is surrounded by a dense forest of tropical trees. The mountain is a popular destination for tourists, who come to climb the peak and enjoy the scenic beauty of the island. The mountain is also a source of water for the island, as it receives a significant amount of rainfall. The mountain is a natural wonder, and is a must-see for anyone visiting the island.

more serious and deeper still, were a cause of death, and a child labourer of 10 or 11 years, who had been working in a coal mine for 3 years, died of consumption. A child labourer of 10 or 11 years, who had been working in a coal mine for 3 years, died of consumption.

NEW 2019		PROPOSED	
ADDITION		THE NAMES OF NEW NAME SCREENS	
TITLE PAGE		FRONT PAGE	
1	2	3	4







OCT. 4, 1990

PROPOSED

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SEE SHEET NO. 2 FOR NOTES AND CERTIFICATE

5051-174

any common element previously included in the condominium project to achieve the purposes of such expansion, including, but not limited to, the connection of existing roadways and sidewalks to any roadways and sidewalks planned for the expansion land, and to provide access to any condominium units over such roadways and sidewalks.

(2) **Convertible Areas.** The Developer has reserved the right, at any time on or before August 23, 1995, to redefine by division or combination or otherwise to modify the condominium units and common elements, to permit the location and relocation of driveways and to construct patios, porches and other such amenities within the convertible areas identified as such on the Condominium Subdivision Plan.

(3) **Right to Approve Improvements.** No dwelling, structure or other improvement may be constructed, nor may exterior modifications of any type be made without the Developer's approval.

(4) **Conduct of Commercial Activities.** The Developer has reserved the right, until all of the units in The Maples of Novi Community have been sold, to maintain on the condominium premises a sales office, a business office, model units, storage areas, reasonable parking incident to the use of such areas, and such access to, from and over the condominium premises as may be reasonable to enable development and sale of the entire project.

(5) **Right to Amend.** The Developer has reserved the right to amend the Master Deed without approval from owners and mortgagees for the purpose of correcting errors and for any other purpose. Any such amendment that would materially alter the rights of an owner or mortgagee may be made only with the approval of 66-2/3% of the owners and first mortgagees. Further, certain provisions of the Master Deed cannot be amended without the Developer's approval.

(6) **Easements.**

(a) **For Development, Construction, Marketing, Maintenance, Repair and Replacement.** The Developer has reserved such easements over the condominium project (including all units and common elements) as may be required to perform any of the Developer's construction, development and marketing activities in The Maples of Novi Community and to perform any of the Developer's maintenance, repair, decoration or replacement obligations.

(b) **For Use of Utilities.** The Developer has reserved easements to utilize, tap, tie into, extend and enlarge all utility mains in the project in connection with the exercise of its rights with respect to the expansion of the project or the development of separate projects on the expansion land. The Developer has also reserved the right to grant easements for utilities to appropriate governmental agencies or public utilities.

(c) **For Use of Roads.** The Developer has reserved easements and rights of use over any roads and walkways in the project for the purpose of ingress and egress to and from all or any portion of the land that hereafter may be added to the project, regardless of how such land ultimately may be used.

(d) **For Use by The Maples of Novi Club.** Members of The Maples of Novi Club and their guests have the right to enter the general and common element yard areas and roads of the condominium premises for the purpose of retrieving golf balls which land within the condominium premises. An easement has also been reserved across the Condominium premises to enable the maintenance and upkeep of the golf course as well as for cart and pedestrian paths; to the extent the common elements are disturbed in connection with exercising such rights, the Club shall be responsible for the cost to restore any such common element to its condition prior to the disturbance. Under no circumstances, however, are golf balls to be played within the condominium. Further, Club members and guests are not to enter an owner's unit or any appurtenant limited common element without the owner's permission.

(7) **Declaration of Easements, Covenants, Conditions and Restrictions for The Maples of Novi Community.** The Developer, as Declarant under the Declaration of Easements, Covenants, Conditions and Restrictions for The Maples of Novi Community described in Section III D above, has reserved significant rights including, without limitation, the right to determine the nature and extent of the Community Areas to be designated as such under the Declaration and the right to levy assessments with respect thereto.

(8) **General.** In the condominium documents and in the Condominium Act, certain rights and powers are granted or reserved to the Developer to facilitate the development and sale of the project as a condominium, including the power to approve or disapprove a variety of proposed acts and uses and the power to secure representation on the Board of Directors of the Association.

IV. Legal Documentation

A. General. The Maples of Novi, Maple Greens was established as a condominium project pursuant to the Master Deed recorded in the Oakland County Records and contained in The Maples of Novi, Maple Greens Purchaser Information Booklet. The Master Deed includes the Bylaws as Exhibit A and the Condominium Subdivision Plan as Exhibit B.

B. Master Deed. The Master Deed contains the definitions of certain terms used in the condominium documents, the percentage of value assigned to each unit in the condominium project, a general description of the units and common elements included in the project and a statement regarding the relative responsibilities for maintaining the common elements. Article VI contains the provisions relating to expansion of the project, Article VII enables the removal of land added to the condominium in the future, Article VIII contains the convertible area provisions, Article X covers easements, Article XI covers the provisions for amending the Master Deed and Article XII provides that the Developer may assign to the Association or to another entity any or all of its rights and powers granted or reserved in the condominium documents or by law.

C. Bylaws. The Bylaws contain provisions relating to the operation, management and fiscal affairs of the condominium and, in particular, set forth the provisions relating to assessments of Association members for the costs of operating the condominium project. Article VI contains certain restrictions upon the ownership, occupancy and use of the condominium project. Article VI also contains provisions permitting the adoption of rules and regulations governing the common elements. At the present time no rules and regulations have been adopted by the Board of Directors of the Association.

D. Condominium Subdivision Plan. The Condominium Subdivision Plan is a three dimensional survey depicting the physical location and boundaries of each of the units and all of the common elements in the project.

V. The Developer and Affiliates

A. Developer's Background and Experience. Developer, The Maple Group Novi, Inc., is a Michigan corporation formed specifically to engage in the development of The Maples of Novi Community. An affiliate of the Developer, Classic Construction Corporation, located at the same address as that of the Developer, has previously constructed the following condominium projects: Maple Place, Maple Place Woods and Maple Place Villas, all located in West Bloomfield.

B. Affiliates. The real estate broker for the project is Classic Realty Corporation; the builder and management agent is Classic Construction Corporation. Both entities are related to the Developer. Their addresses are the same as that of the Developer. Classic Realty Corporation has been engaged in real estate sales in Michigan for over six years. The firms previously acted as broker and builder, respectively, for the following condominium projects: Maple Place, Maple Place Woods and Maple Place Villas, all located in West Bloomfield.

C. Legal Proceedings Involving the Condominium Project or the Developer. There are no pending judicial or administrative proceedings involving the condominium project or the Developer.

VI. Operation and Management of the Condominium Project

A. The Condominium Association. The responsibility for management and maintenance of the project is vested in The Maples of Novi, Maple Greens Association, which has been incorporated as a non-profit corporation under Michigan law. The Articles of Incorporation of the Association are contained in the Purchaser Information Booklet. The Bylaws include provisions that govern the procedural operations of the Association. The Association is governed by its Board of Directors, the initial members of which are designees of the Developer.

The Board of Directors shall initially be comprised of three members. Within 120 days after closing the sales of 100 of the units to be included in the Condominium, the size of the Board shall increase from three members to five members and one of the five directors will be selected by the non-developer owners; within 120 days after closing the sales of 200 of the units, not less than two of the five directors will be selected by the non-developer owners; and within 120 days closing the sales of 350 of the units, the non-developer owners will elect all five directors, except that the Developer will have the right to designate at least one director as long as it owns at least 40 units in the project. Regardless of the number of units conveyed, 54 months after the first conveyance, non-developer owners may elect directors in proportion to the number of units that they own.

Within 120 days after closing the sales of 133 units or one year from the date of the first conveyance, whichever first occurs, the Developer must establish an advisory committee to serve as liaison between the non-developer owners and the Developer.

The First Annual Meeting may be convened any time after 200 of the units have been sold and must be held on or before the expiration of 120 days after 350 of the units have been sold or within 54 months after conveyance of the first unit, whichever first occurs. At the First Annual Meeting, the members of the Association will elect directors, and the directors in turn will elect officers for the Association.

The Developer's voting rights are set forth in Article VIII, Section 2 of the Bylaws.

B. The Maples of Novi Community and The Maples of Novi Community Association. Various maintenance and management requirements must also be observed with respect to the entire Maples of Novi Community as established and enlarged from time to time under the Declaration. Since The Maples of Novi, Maple Greens and its co-owners are part of The Maples of Novi Community, they must contribute financial support to its maintenance and will be the beneficiaries of its various properties. In order to provide for the coordinated operation of The Maples of Novi Community, a representative system of government for The Maples of Novi Community will be established with participatory rights accorded to the owners of dwellings through the homeowners associations representing each of the separate residential projects. The Maples of Novi Community Association, in which each condominium association will be a member, will be required to furnish specific services relative to the Community Areas to all members of The Maples of Novi Community for which the members, in turn, may pay. Additionally, The Maples of Novi Community Association will have broad powers to provide various discretionary services for the welfare of the Community in general or particular portions thereof and to levy charges for the financial support thereof by the benefitted owners and/or projects. The costs allocable to each owner in The Maples of Novi, Maple Greens of participation in The Maples of Novi Community will be collected by the Condominium Association from each co-owner and paid over by the Condominium Association to The Maples of Novi Community Association.

C. Percentages of Value. All of the units in The Maples of Novi, Maple Greens have equal percentages of value. The percentage of value assigned to each unit determines each owner's share of the common elements of the project.

D. Project Finances.

(1) **Budget.** Article II of the Bylaws requires the Board of Directors to adopt an annual budget for the operation of the project. The initial budget formulated by the Developer is intended to provide for the normal and reasonably predictable expenses of administration of the project and includes a reserve for major repairs to and replacement of common elements. The

Developer has also prepared an operating budget for The Maples of Novi Community. Inasmuch as the budget must necessarily be prepared in advance, it reflects estimates of expenses made by the Developer. To the extent that estimates prove inaccurate during actual operation and to the extent that the goods and services necessary to service the condominium project change in cost in the future, the budget and the expenses of the Condominium Association also will require revision. The current budget of the Condominium Association, which includes that portion allocated to The Maples of Novi Community, has been included as Appendix I to this Disclosure Statement.

(2) **Assessments.** Each owner of a unit, including the Developer, must contribute to the Association to defray expenses of administration; while the Developer is obligated to contribute to the Association for such purpose, its contributions are determined differently than the other owners' contributions are determined. See Article II, Section 7 of the Bylaws. The Board of Directors may also levy special assessments in accordance with the provisions of Article II, Section 2 of the Bylaws.

(3) **Foreclosure of Lien.** The Association has a lien on each unit to secure payment of Association assessments. The Bylaws provide that the Association may foreclose its lien in the same fashion that mortgages may be foreclosed by action or by advertisement under Michigan law. By closing on the purchase of a unit, each purchaser will be deemed to have waived notice of any proceedings brought by the Association to foreclose its lien by advertisement and notice of a hearing prior to the sale of his unit.

(4) **Other Possible Liabilities.** Each purchaser is advised of the following possible liability of each owner under Section 58 of the Condominium Act:

If the holder of the first mortgage or other purchaser of a condominium unit obtains title to that unit by foreclosing that mortgage, the holder of the first mortgage or other purchaser is not liable for unpaid assessments that are chargeable against that unit and that became due prior to foreclosure. These unpaid assessments are common expenses which are collectible from all unit owners including the holder of the first mortgage who has obtained title to the unit through foreclosure.

E. Management of Condominium. The Association has entered into a management agreement with Classic Construction Corporation, an affiliate of the Developer, which agreement provides for a fee of \$10.00 per unit per month and is terminable by either party upon 30 days notice to the other. Professional management is not required by the condominium documents. If and when a management agent is retained, the budget must be increased to cover the costs thereof.

F. Insurance.

(1) **Title Insurance.** The Purchase Agreement provides that the Developer shall furnish each purchaser a commitment for an owner's title insurance policy issued by Chicago Title Insurance Company at or prior to closing, and that the policy itself shall be provided within a reasonable time after closing. The cost of the commitment and policy is to be borne by the Developer. Each purchaser should review the title insurance commitment with a qualified advisor of his choice prior to closing to make certain that it conforms to the requirements of the Purchase Agreement.

(2) **Other Insurance.** The condominium documents require that the Association carry fire and extended coverage for vandalism and malicious mischief and liability insurance and workers' compensation insurance, if applicable, with respect to all of the dwellings and common elements of the project and dwellings, except that owners must obtain insurance for any nonstandard items such as decks. The insurance policies have deductible clauses and, to the extent

thereof, losses will be borne by the Association. The Board of Directors is responsible for obtaining insurance coverage for the Association. Each owner's pro rata share of the annual Association insurance premiums is included in the monthly assessment. The Association insurance policies are available for inspection during normal working hours. A copy of the certificate of insurance with respect to the condominium project will be furnished to each owner upon request.

Each owner is responsible for obtaining personal property, liability and other individual insurance coverage to the extent indicated in Article IV of the Bylaws. The Association should periodically review all insurance coverage to be assured of its continued adequacy and owners should each do the same with respect to their individual insurance.

G. Restrictions on Ownership, Occupancy and Use. Article VI of the Bylaws sets forth restrictions on the ownership, occupancy and use of a unit in the condominium project. It is impossible to paraphrase these restrictions without risking the omission of some provision that may be of significance to a purchaser. Consequently, each purchaser should examine the restrictions with care to be sure that they do not infringe upon an important intended use. The following is a list of certain of the more significant restrictions:

- (1) Units are to be used for single-family residential purposes.
- (2) An owner must disclose his intention to lease a unit and provide a copy of the exact lease form to the Association at least ten days before presenting a lease to a potential lessee.
- (3) There are substantial limitations upon physical changes that may be made to the common elements and to the units in the condominium, and upon the uses to which the common elements and units may be put.
- (4) The Developer has retained architectural control over the construction and alteration of all buildings and other improvements in the project.
- (5) No pets other than household pets are permitted to be maintained on the premises by a Co-owner.
- (6) Reasonable regulations may be adopted by the Board of Directors of the Association concerning the use of common elements, without vote of the owners.

None of the restrictions apply to the commercial activities or signs of the Developer.

VII. Rights and Obligations as Between Developer and Owners

A. Before Closing. The respective obligations of the Developer and the purchaser of a unit in the project prior to closing are set forth in the Purchase Agreement and the accompanying Escrow Agreement. Those documents should be closely examined by all purchasers in order to ascertain the disposition at closing of earnest money deposits advanced by the purchaser, anticipated closing adjustments, and other important matters. The Escrow Agreement provides, pursuant to Section 103b of the Condominium Act, that the escrow agent shall maintain sufficient funds or other security to complete those improvements shown as "must be built" on the Condominium Subdivision Plan until such improvements are substantially complete. This provision does not, however, pertain to any dwelling or other appurtenances to be constructed on the building site, but relates only to the improvements (such as utilities and roadways) requisite to placing each unit (site) in a condition suitable for issuance of a building permit, which improvements are shown as "must be built" on the Condominium Subdivision Plan until such improvements are substantially complete. Improvements that "must be built" with relation to condominium building sites such as those in The Maples of Novi, Maple Greens include such improvements as are necessary to obtain a building permit for the construction of a dwelling but do not include the costs of construction of the dwelling itself, for which no such escrow is required. Funds retained in escrow are not to be released to the Developer until conveyance to a purchaser of title to a unit and confirmation by the escrow agent that all improvements labeled "must be built" are substantially complete.

B. At Closing. Each purchaser will receive by warranty deed fee simple title to his unit subject to no liens or encumbrances other than the condominium documents and those other easements and restrictions that are specifically set forth in the condominium documents and title insurance commitment.

C. After Closing.

(1) **General.** Subsequent to the purchase of the unit, relations between the Developer and the owner are governed by the Master Deed and the Condominium Act, except to the extent that any contractual provisions of the Purchase Agreement are intended to survive the closing.

(2) **Condominium Project Warranties.** The Developer is warranting each of the residential dwellings it constructs in the units against defects in workmanship and materials for a period of one year from the date of closing the sale of the pertinent unit, as more particularly set forth in the Limited Warranty which accompanies the Purchase and Building Agreement. Except for emergencies or in other extraordinary circumstances, all warranty claims must be submitted in writing to the Developer at its address appearing on the cover sheet of this Disclosure Statement within the applicable one-year warranty period. In the case of emergencies or in other extraordinary circumstances where written communications would be inappropriate, purchasers should contact the Developer by telephone at the number shown on the cover of this Disclosure Statement. The warranty is extended only to the first purchaser of each unit and is not transferable. The warranty does not cover consequential or incidental damages. Further, any implied warranty is limited to the one-year period applicable to the Developer's express warranty. It is recommended that you examine the Limited Warranty and review it with advisors of your choice prior to the execution of the Purchase Agreement and the closing on the purchase of your unit.

VIII. Purpose of Disclosure Statement

The Developer has prepared this Disclosure Statement in good faith, in reliance upon sources of information believed to be accurate and in an effort to disclose material facts about the project. Each purchaser is urged to engage a competent lawyer or other advisor in connection with deciding whether to purchase a unit. In accepting title to a unit, each purchaser shall be deemed to have waived any claim or right arising out of or relating to any immaterial defect, omission or misstatement in this Disclosure Statement. The terms used herein are defined in the Condominium Act.

The Michigan Department of Commerce publishes The Condominium Buyers Handbook that the Developer has delivered to you. The Developer assumes no obligation, liability, or responsibility as to the statements contained in or omitted from The Condominium Buyers Handbook.

The descriptions of the Master Deed and other instruments contained herein are summary only and may or may not completely and adequately express the content of the various condominium documents. Each purchaser is referred to the original Master Deed and other original instruments as contained in the Purchaser Information Booklet. Legal phraseology, technical terms and terms of art have been minimized and brevity has been the objective to the extent consistent with the purposes of the Disclosure Statement and rules of the Michigan Department of Commerce.

APPENDIX I

**THE MAPLES OF NOVI, MAPLE GREENS ASSOCIATION
PROPOSED 1989 BUDGET
COVERING 310 UNITS**

	<u>Per Month</u>	<u>Per Year</u>	<u>Per Unit</u>
Management Fee.....	\$ 3,100.00	\$ 37,200.00	\$10.00
Lawn Maintenance & Irrigation.....	5,193.00	62,310.00	16.75
Snow Removal	3,860.00	46,314.00	12.45
Insurance	4,805.00	57,660.00	15.50
Utilities (Sewer, Gas & Electric)	2,170.00	26,040.00	7.00
Miscellaneous Supplies & Accounting..	93.00	1,116.00	.30
Trash Removal	1,395.00	16,740.00	4.50
Pond Maintenance & Pesticide.....	1,240.00	14,880.00	4.00
Monitoring.....	3,100.00	37,200.00	9.50
Replacement Reserves.....	<u>3,100.00</u>	<u>37,200.00</u>	<u>10.00</u>
TOTALS	<u>\$28,056.00</u>	<u>\$336,660.00</u>	<u>\$90.00</u>

THE MAPLES OF NOVI

MAPLE GREENS
MASTER DEED/AMENDMENTS

I. FIRST AMENDMENT	Recorded: July 23, 1990	
	Units: 9 - 14, 32 - 59, 68 - 72	39
	48 5	
II. SECOND AMENDMENT	Recorded: OCTOBER 23, 1990	
	Units: Survey & typographical errors	
III. THIRD AMENDMENT	Recorded: November 15, 1990	
	Units: 73 - 94, 98 - 101, 4	
	286 - 291, 294 - 311	
	47	49
IV. FOURTH AMENDMENT	Recorded: December 11, 1990	
	Units: Survey Error	
V. FIFTH AMENDMENT	Recorded: November 14, 1991	
	Units: 262 - 285	24

/mg-indx

cc: Sales
Jim Beyer
Arleen (Kimberly)
Bob Friedman

FIRST AMENDMENT TO MASTER DEED OF
MAPLES OF NOVI, MAPLE GREENS REG/DEEJS PAID

0001 JUL 23 '90 04:09PM
9215 MISC 25.00

The Maple Group/Novi, Inc., a Michigan corporation, the address of which is 7001 Orchard Lake, Suite 130, West Bloomfield, Michigan 48322, being the Developer of Maples of Novi, Maple Greens, a Condominium Project established pursuant to the Master Deed thereof, recorded on August 23, 1989 in Liber 11034, Pages 636 through 677, Oakland County Records, and hereby amends the Master Deed of Maples of Novi, Maple Greens pursuant to the authority reserved in Article VI thereof enlarging the Condominium Project from 5 Units to 44 Units by the addition of the land described in paragraph 1 below and reallocating the percentages of value set forth in Article V, Section 2 of said Master Deed. Upon the recording of this Amendment in the office of the Oakland County Register of Deeds, said Master Deed and Exhibit B thereto shall be amended in the following manner:

1. The following land shall be added to the Condominium Project by this Amendment:

(3) X
Greco *DYK02*
25-6th

A description of two (2) non-contiguous parcels of land being described as parcels "A" and "B" located in part of the N.E. 1/4 of Section 2 T. 1 N., R. 8 E., City of Novi, Oakland County, Michigan, described as beginning at a point distant North 89°00'02" West along the North line of said Section 2 95.00 feet and South 01°00'00" West 385.32 feet and North 89°00'00" West 24.84 feet and 192.07 feet along the arc of a curve to the left, said curve having a radius of 310.00 feet, a central angle of 35°30'00", a chord length of 189.02 feet, and a chord bearing of South 73°15'00" West and South 55°30'04" West 73.62 feet and North 34°30'00" West 14.00 feet and South 55°30'00" West 62.50 feet; thence 133.83 feet along the arc of a curve to the right, said curve having a radius of 216.00 feet, a central angle of 35°30'00", a chord length of 131.70 feet and a chord bearing of South 73°15'00" West; thence North 89°00'00" West 8.44 feet from the Northeast corner of said Section 2; thence from said point of beginning of said Parcel "A" North 89°00'00" W. 98.40 feet; thence North 01°00'00" East 87.25 feet; thence South 89°00'00" East 98.40 feet;

O.K. — JH

018550

OK - T. SMITH

7 80

7-26-90 P-766-116707

SEARCHED INDEXED SERIALIZED FILED
OAKLAND COUNTY REGISTER OF DEEDS

thence South 01°00'00" West 87.25 feet to the point of beginning of Parcel "A"; thence from said point of beginning of Parcel "A" South 89°00'00" East 8.44 feet and 133.83 feet along the arc of a curve to the left, said curve having a radius of 216.00 feet, a central angle of 35°30'00", a chord length of 131.70 feet and a chord bearing of North 73°15'00" East and North 55°30'00" East 62.71 feet and South 34°30'30" East 28.00 feet to the point of beginning of Parcel "B"; thence from said point of beginning North 55°30'04" East 73.62 feet; thence 182.43 feet along the arc of a curve to the right, said curve having a radius of 296.00 feet, a central angle of 35°18'43", a chord length of 179.55 feet and a chord bearing of North 73°20'38" East; thence South 89°00'30" East 99.76 feet; thence 299.28 feet along the arc of a curve to the right, said curve having a radius of 361.00 feet, a central angle of 47°30'00", a chord length of 290.78 feet, and a chord bearing of South 65°15'00" East; thence South 41°30'00" East 35.00 feet; thence South 48°30'00" West 164.69 feet; thence South 80°00'00" West 245.66 feet; thence South 10°00'00" East 110.00 feet; thence South 80°00'00" West 148.00 feet; thence South 10°00'00" East 67.79 feet; thence South 80°00'00" West 130.00 feet; thence South 88°00'00" West 347.40 feet; thence North 11°00'00" West 29.83 feet; thence 33.12 feet along the arc of a curve to the left, said curve having a radius of 165.00 feet, a central angle of 11°30'00", a chord length of 33.06 feet and a chord bearing of North 16°45'00" West; thence North 22°30'00" West 3.00 feet; thence South 67°30'00" West 154.00 feet; thence North 11°14'00" West 263.46 feet; thence North 01°00'00" East 107.00 feet; thence 25.06 feet along the arc of a curve to the right, said curve having a radius of 216.00 feet, a central angle of 06°38'47", a chord length of 25.04 feet, and a chord bearing of North 87°40'37" East; thence South 89°00'00" East 324.82 feet; thence 151.18 feet along the arc of a curve to the left, said curve having a radius of 244.00 feet, a central angle of 35°30'00", a chord length of 148.77 feet and a chord bearing of North 73°15'00" East; thence North 55°30'00" East 62.50 feet to the point of beginning.

22-02-200-009 Part of Parcel

22-02-2002-010 PART PARCEL

22-02-226-000

2. First Amended Article V, Section 2 of the Master Deed of Maples of Novi, Maple Greens, as set forth below, shall replace and supersede Article V, Section 2 of the Master Deed as originally recorded, and the originally recorded Article V, Section 2 shall be of no further force or effect.

FIRST AMENDED ARTICLE V, SECTION 2 OF THE MASTER DEED OF MAPLES OF NOVI, MAPLE GREENS

ARTICLE V

Section 2. Percentage of Value. The percentage of value assigned to each Unit is 1/44. The percentages of value were computed were computed on the basis that the comparative characteristics of the Units are such that it is fair and appropriate that each Unit owner vote equally and pay an equal share of the expenses of maintaining the General Common Elements. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association.

3. Amended Sheets 1, 2, 3, 4 and 5 of the Condominium Subdivision Plan of Maples of Novi, Maple Greens, as attached hereto, shall replace and supersede Sheets 1, 2, 3, 4 and 5 of the Condominium Subdivision Plan of Maples of Novi, Maple Greens as originally recorded and subsequently amended, and the originally recorded and amended Sheets 1, 2, 3, 4 and 5 shall be of no further force or effect. The legal description of the Condominium Premises contained on said Amended Sheet 1 shall replace and supersede the description of said Premises contained in Article II of the originally recorded Master Deed.

4. Sheets 2A and 3A of the Condominium Subdivision Plan of Maples of Novi, Maple Greens, as attached hereto, shall supplement and be incorporated in the Condominium Subdivision Plan of Maples of Novi, Maple Greens, as amended.

5. Units are not all numbered consecutively; however, there is a total of 44 Units in the project numbered 1 through 5, 9 through 14, 32 through 59 and 68 through 72, all inclusive.

In all respects, other than as hereinabove indicated, the original Master Deed of Maples of Novi, Maple Greens, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

Dated this 18th day of July, 1990.

WITNESSES:

Denise Kein

Denise Kein

Sam Blumenstein

Deborah Salvaggio

STATE OF MICHIGAN)

) SS.

COUNTY OF OAKLAND)

THE MAPLE GROUP/NOVI, INC., a
Michigan corporation

By:

Sam Blumenstein, President

The foregoing First Amendment to Master Deed of Maples of Novi, Maple Greens was acknowledged before me this 18th day of July, 1990, by Sam Blumenstein, the President of THE MAPLE GROUP/NOVI, INC., a Michigan corporation on behalf of the corporation.

Aileen Blumenstein

Notary Public, Oakland County,
Michigan
My commission expires: 8-18-91

First Amendment to Master Deed drafted by:

Gregory J. Gamalski of DYKEMA GOSSETT
505 North Woodward Avenue, Suite 3000
Bloomfield Hills, Michigan 48013

AILEEN R. BLUMENSTEIN
Notary Public, Oakland County, MI
My Commission Expires 8-18-91

When recorded, return to drafter.

REPLAT NO. 1
OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN
EXHIBIT "B" TO THE AMENDED MASTER DEED OF
THE MAPLES OF NOVI, MAPLE GREENS
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

STORY

ZEINER WOTKIN & ASSOC.
18450 FRANKLIN RD.
SOUTHFIELD, MI 48034

LEGAL DESCRIPTION

30

THE RAPPL GROUP/HORN, INC.
A MICHIGAN CORPORATION
7601 ORCHARD LAKE RD., SUITE 130
WEST BLOOMFIELD TOWNSHIP, MICH. 48321

1

- 1. TITLE PAGE
 - 2. SURVEY PLAN
 - 3A. SURVEY PLAN
 - 3. SITE PLAN
 - 4A. COORDINATE VALUES
 - 4B. COMPOSITE PLAN
 - 5. UTILITY PLAN

THE ASTERISK (*) IS SHOWN IN THE SHEET INDEX
INDICATES AMENDED OR ARE NEW SHEETS WHICH ARE
REVISED DATED MAY 9, 1940 THESE SHEETS WITH
THIS SUBMISSION ARE TO REPLACE OR BE SUPPRESSED
MATERIAL SHEETS TO THOSE PREVIOUSLY RECORDED.



JULY 9, 1990		PROPOSED
REVISIONS	TYPE	REVISIONS
		THE NAMES OF NEW NAME GREENS
		ASPIRE VICTORIAN
		NAME, ADDRESS & A NEW ADDRESS SUBSTITUTION, ADDITION, DELETION AND/OR CHANGE OF ADDRESS
		1

11478896

SURVEYOR'S CERTIFICATE

I, EUGENE F. ZEMET, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY, THAT THE SUBDIVISION PLAN KNOWN AS: OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 52B, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS;

THAT THE RECORDED MONUMENTS AND IRON MARKERS HAVE NOT BEEN LOCATED IN THE GROUND AS RECORDED BY RULES PROMULGATED UNDER SECTION 162 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1878;

THAT THE BEARINGS AS SHOWN ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 162 OF ACT NUMBER 59 OF PUBLIC ACTS OF 1878;

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY RULES PROMULGATED UNDER SECTION 162 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1878;

THAT THE BEARINGS AS SHOWN ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 162 OF ACT NUMBER 59 OF PUBLIC ACTS OF 1878;

E. F. Zemet

E. F. Zemet

E. F. Zemet

NOTE:

* DENOTES IRON PIPE

* DENOTES CONCRETE MONUMENT

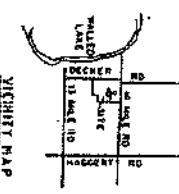
BENCH MARK: "X" IN RIM OF MONUMENT BOX

AT INTERSECTION OF 1/4 MILE ROAD AND

DECKER ROAD ELEVATION 84.75 U.S.G.S. DAUH.

BEARINGS ARE IN RELATION TO THE NORTH LINE OF SECTION 2

SUBJECT PROPERTY IS NOT IN A FLOOD HAZARD AREA



1/4 MILE RD.

NORTH LINE, SEC. 2

SW

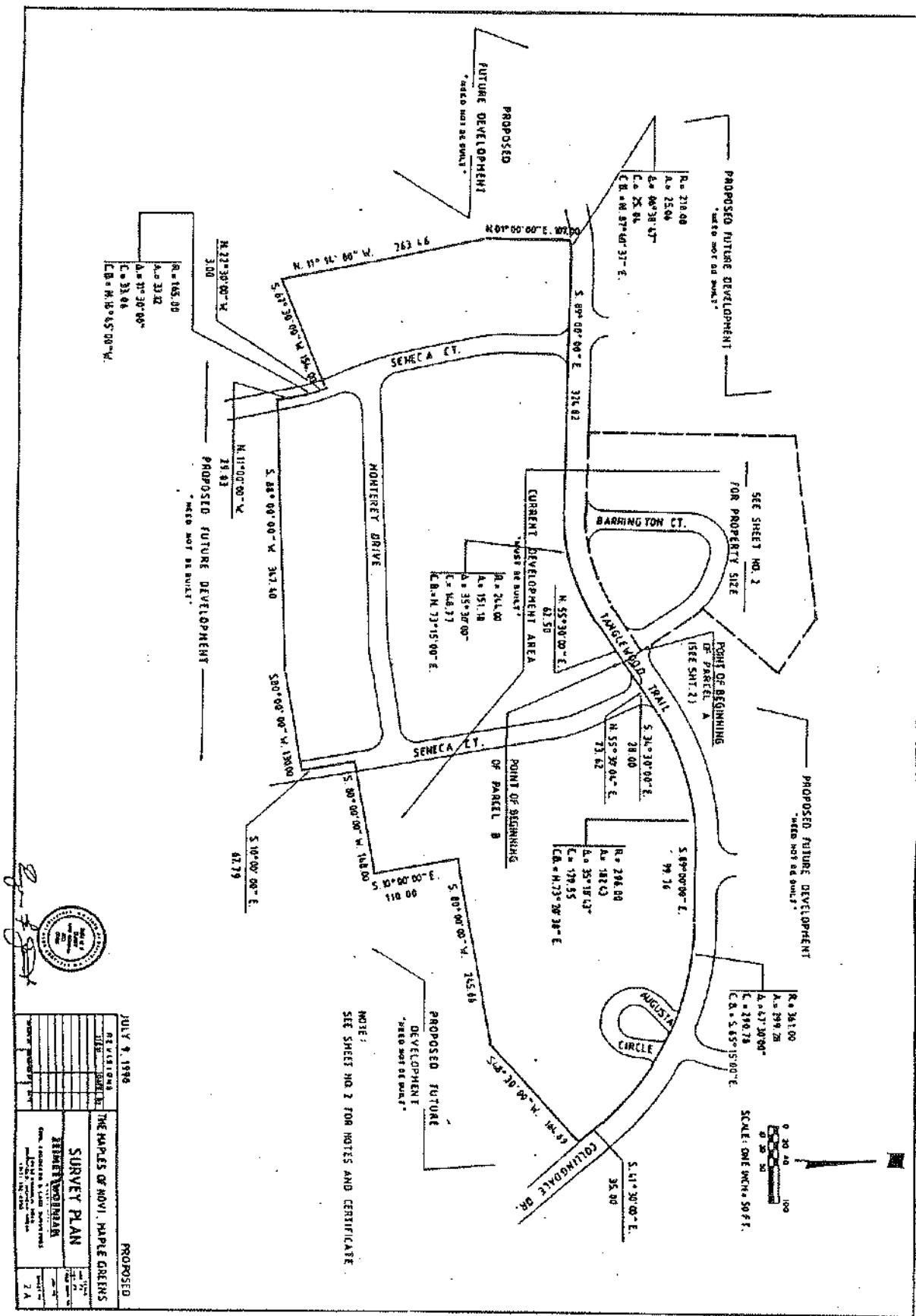
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NE

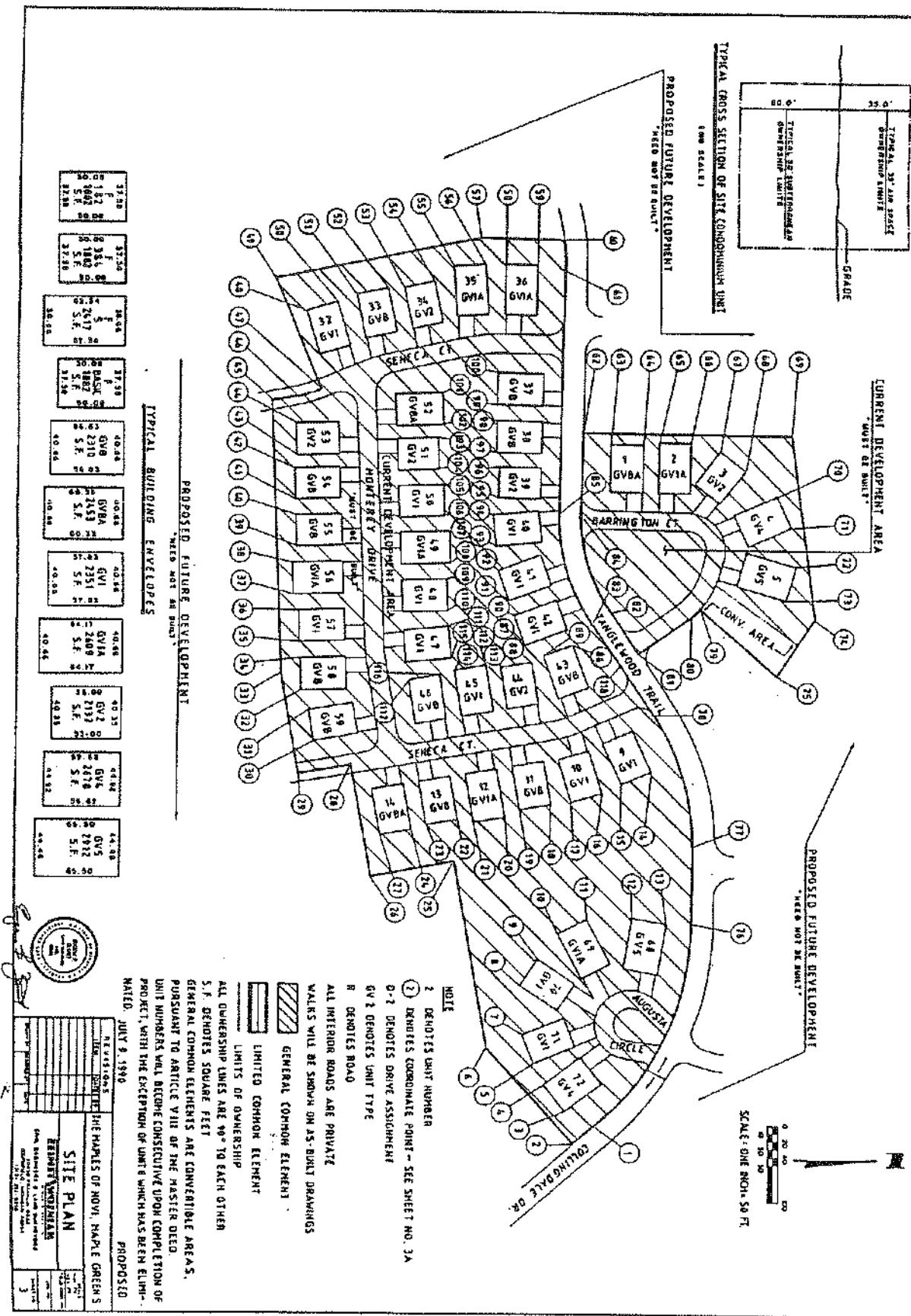
EW

SW

11478897



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11478n899

COORDINATE VALUES		COORDINATE VALUES		COORDINATE VALUES	
PT.	NOTIN	EAST	PT.	NORTH	EAST
1	6423.90	7465.59	46	6833	6783
2	4510.78	7484.39	45	6823.58	6723.46
3	4460	7457	44	6852.43	6273.72
4	4312	7412	43	4084.49	6718.16
5	6350	7564	42	4064	6678
6	4361.49	7565.48	41	4879.32	8574.81
7	6313	7516	50	4184	6808
8	4361	7486	51	4128	4578
9	4364	7467	52	4169	6599
10	6398	7456	53	4119	6569
11	4428	7398	54	4228	4581
12	4460	7393	55	4253	6561
13	6356	7400	56	4274	6578
14	4368	7393	57	4184	6523.49
15	4470	7329	58	4319	6558
16	4465	7339	59	4308	6558
17	4468	7284	60	4383.72	6515.36
18	4398	7267	61	4394.73	6550.38
19	4348	7254	62	4416.48	6768.76
20	4322	7248	63	4354	6885
21	4282	7222	64	4394	4787
22	4284	7284	65	4514	4783
23	6221	7175	66	5555	6782
24	4282	7183	67	4592	4798
25	4259.03	7123.55	68	6124	4808
26	4154.78	7162.45	69	4685.04	6273.44
27	4162	7290	70	4665	4653
28	4125.40	7196.36	71	4484	8883
29	4058.24	7209.47	72	4490	6941
30	4073	7164	73	4478	4988
31	4079	7125	74	4183.82	7011.17
32	4061	7103	75	4568.52	6995.36
33	4055.67	7080.45	76	4559.71	7041.51
34	4059	7061	77	4566.46	7061.78
35	4057	7043	78	4509.01	7129.36
36	4054	7001	79	4568.52	6995.36
37	4063	6982	80	4547.72	7013.43
38	4061	6972	81	4490.37	7052.33
39	4051	6921	82	4556.47	7001.13
40	4053	6880	83	4531.82	7017.61
41	4052	6849	84	4612.02	6875.61
42	4051	6870	85	4389.84	6875.15
43	4052	6876	86	4602	7643

CITY OF
MAPLE GREEN
TEXAS

JULY 9, 1990

PROPOSED

NOTIN

COORDINATE VALUES

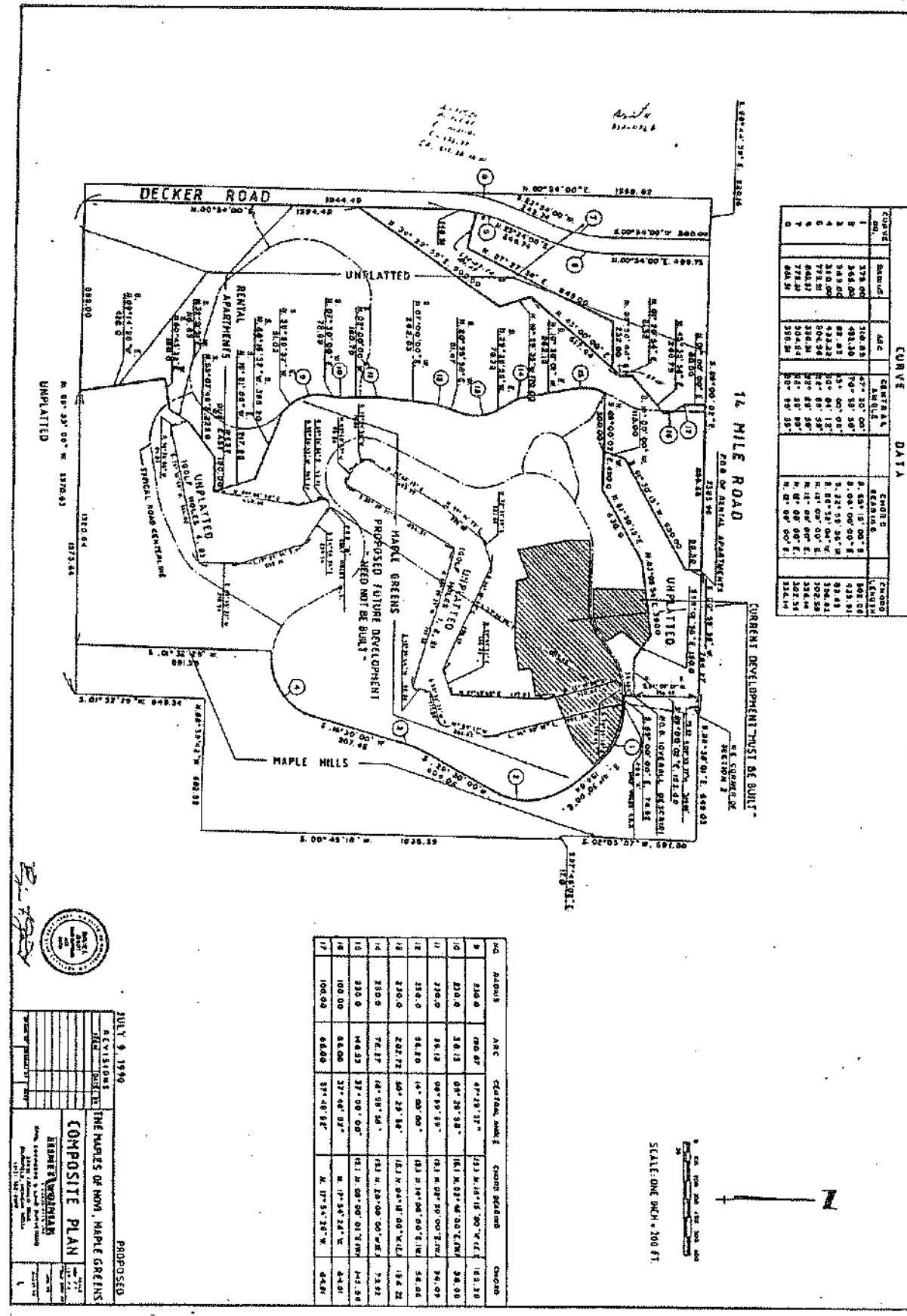
MAPLE GREEN TEXAS

HAROLD W. KELMAN

MAPLE GREEN TEXAS

J. A.

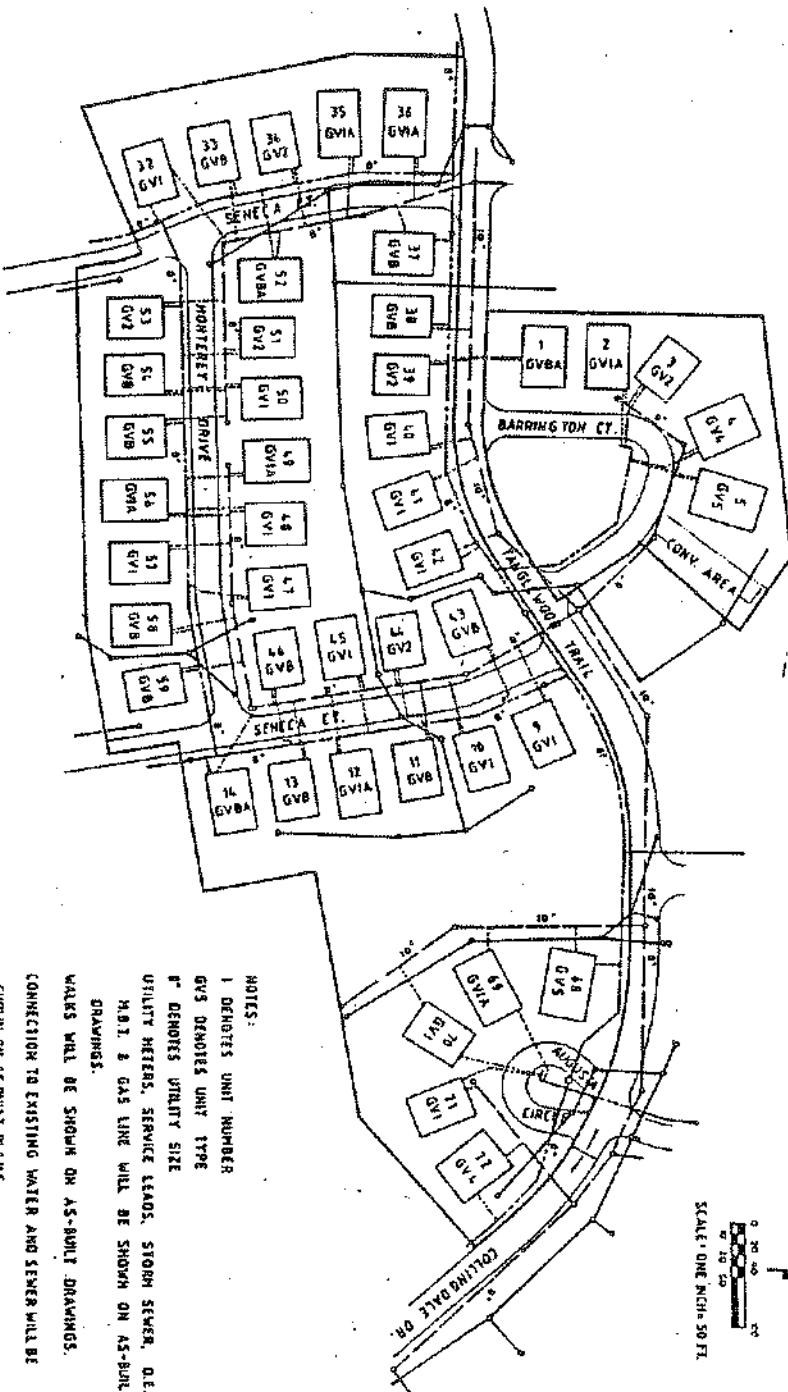
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LEGEND	UTILITY	SOURCE OF LOCATION
	SANITARY SEWER	ZEMET - WOZNIAK & ASSOC.
	STORM SEWER	ZEMET - WOZNIAK & ASSOC.
	WATER MAIN	ZEMET - WOZNIAK & ASSOC.
	GAS	CONSUMERS POWER CO.
	POWER	DETROIT EDISON CO.
	TELEPHONE	MICHIGAN BELL TELEPHONE CO.
— O —	MANHOLE	
— □ —	CATCHBASIN	
— ■ —	SERVICE TREAD	



ROAD, STORM DRAINAGE FACILITIES, TRUNK LINES FOR ELECTRIC,
GAS, TELEPHONE, WATER AND SANITARY SEWER MUST BE BUILT.
LASEMENTS WILL BE SHOWN ON AS-BUILT DRAWINGS.
ALL UTILITIES "MUST BE BUILT"
JULY 9, 1990

REC 116071165

SECOND AMENDMENT TO MASTER DEED OF DEEDS PAID
THE MAPLES OF NOVI, MAPLE GREENS 1/23/90 04:26PM
7318 MISC 23.00

The Maple Group/Novi, Inc., a Michigan corporation, the address of which is 7001 Orchard Lake, Suite 130, West Bloomfield, Michigan 48322, being the Developer of The Maples of Novi, Maple Greens, a Condominium Project established pursuant to the Master Deed thereof, recorded on August 23, 1989 in Liber 11034, Pages 636 through 677, and First Amendment recorded on July 23, 1990 in Liber 11478, Pages 891 through 901, Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 628, hereby amends the Master Deed of The Maples of Novi, Maple Greens pursuant to the authority reserved in Article IX, Section 3 of the Master Deed and Article XVI, Section 4 of the Bylaws for the purposes of withdrawing land erroneously described as included in the Project due to survey error and correcting a typographic error in Article VI, Section 9 of the Bylaws. Upon the recording of this Amendment in the office of the Oakland County Register of Deeds, said Master Deed and Exhibit B thereto shall be amended in the following manner:

1. The following land shall be withdrawn from the Condominium Project by this Amendment because it was erroneously included due to survey error:

A description of a parcel of land being located in part of the Northwest 1/4 of Section 1 and part of the Northeast 1/4 of Section 2, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as beginning at a point distant North 89°00'02" West along the North line of said Section 2 95.00 feet and South 01°00'00" West 385.32 feet and North 89°00'00" West 24.84 feet and South 01°00'00" West 14.00 feet and South 89°00'00" East 17.00 feet from the Northeast corner of said Section 2; thence from said Point of Beginning South 89°00'00" East 48.73 feet; thence South 04°41'32" East 140.00 feet; thence South 23°34'19" East 153.00 feet; thence South 80°00'00" West 115.76 feet; thence 15°11'09" West 290.70 feet; thence North 73° 39' 33" East 71.69 feet to the Point of Beginning.

2. Amended Sheets 1, 2, 2A, 3, 3A, 4 and 5 of the Condominium Subdivision Plan of The Maples of Novi, Maple Greens, as attached hereto, shall replace and supersede Sheets 1, 2, 2A, 3, 3A, 4 and 5 of the Condominium Subdivision Plan of

OAKLAND COUNTY TREASURER'S CERTIFICATE
I HEREBY CERTIFY that there are no TAX LIENS or
TITLES held by the State or any Individual or District in
said Subdivision, and all TAXES on lands are paid for
the year preceding to the date of this instrument, as
evidenced by the records in the office named in this instrument.

1.00

16-10-90
2.30
1/1

P. K. Shulz (OAKLAND COUNTY TREASURER)
S. H. Hough (OAKLAND COUNTY TREASURER)
Date: 1/10/90

22 02-200-009 pt Powell
010

OK - G.K.

OK - T. SMITH

The Maples of Novi, Maple Greens as originally recorded and subsequently amended, and the originally recorded and amended Sheets 1, 2, 2A, 3, 3A, 4 and 5 shall be of no further force or effect. The legal description of the Condominium Premises contained on said Amended Sheet 1 shall replace and supersede the description of said Premises contained in Article II of the originally recorded and amended Master Deed.

3. Amended Article VI, Section 9 of the Bylaws of The Maples of Novi, Maple Greens, as set forth below, shall replace and supersede Article VI, Section 9 as originally recorded and the originally recorded Article VI, Section 9 shall be of no further force or effect.

AMENDED ARTICLE VI, SECTION 9
BYLAWS, THE MAPLES OF NOVI, MAPLE GREENS

ARTICLE VI

Section 9. No signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs, without written permission from the Association and, during the Development and Sales Period, from the Developer or the Declarant as defined in the Declaration.

In all respects, other than as hereinabove indicated, the original Master Deed of The Maples of Novi, Maple Greens, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

Dated this 8th day of October, 1990.

WITNESSES:

Denise Kein

Denise Kein

Deborah Selvaggio

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

THE MAPLE GROUP/NOVI, INC., a
Michigan corporation

By:

Sam Blumenstein

Sam Blumenstein, President

The foregoing Second Amendment to Master Deed of The Maples of Novi, Maple Greens was acknowledged before me

REPLAT NO. 2
OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 628
EXHIBIT "B" TO THE AMENDED MASTER DEED OF
THE MAPLES OF NOVI, MAPLE GREENS
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

SURVEYOR
 JOHN WOZNIAK & ASSOC.
 28150 FRANKLIN RD.
 SOUTHFIELD, MI 48034

DEVELOPER
 THE MAPLE GROUP NOVI, INC.
 A MICHIGAN CORPORATION
 100 ORCHARD LAKE RD. SUITE 130
 WEST & ORCHARD TOWNSHIP, MICH. 48321

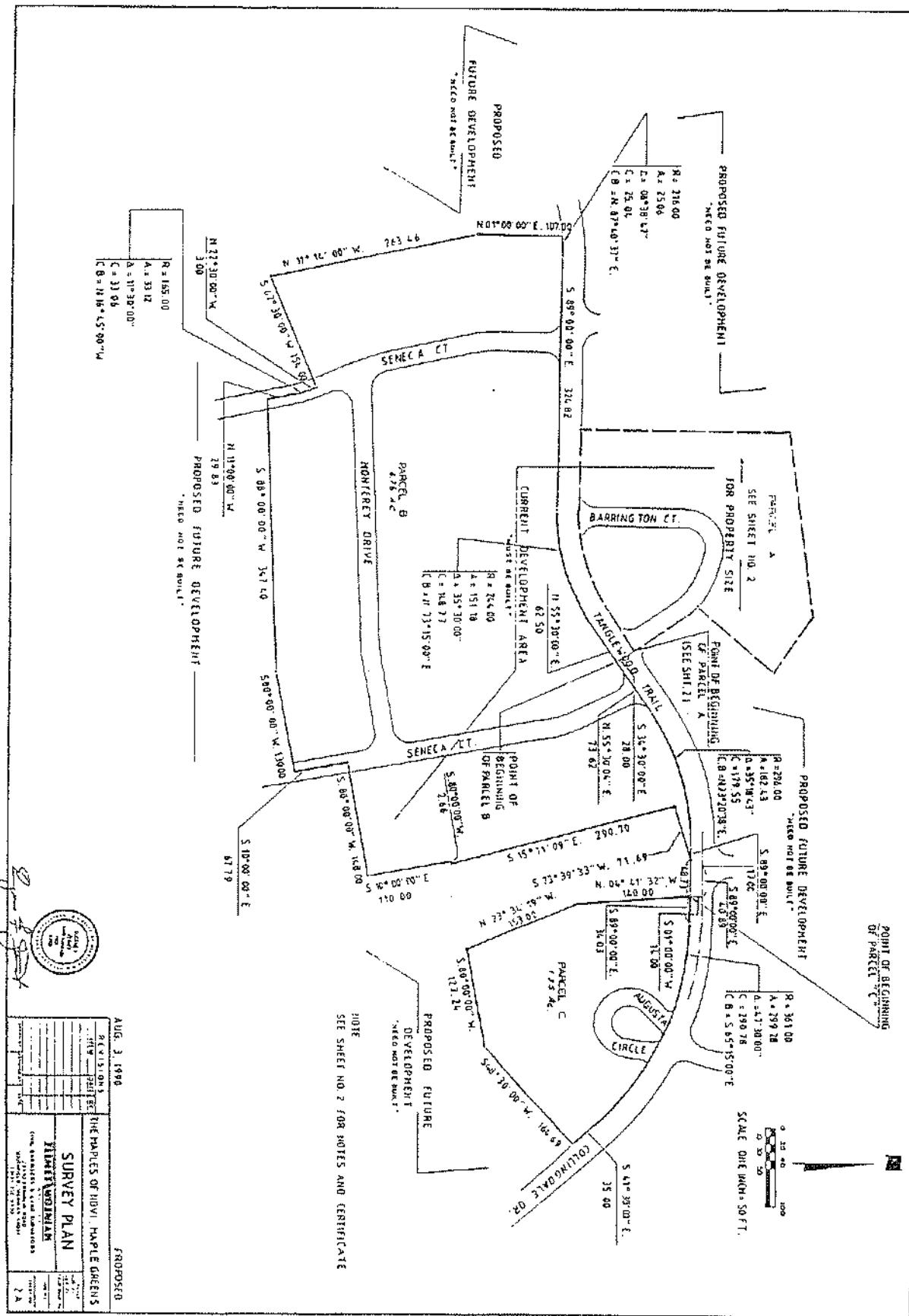
INDEX
 * 1. TITLE PAGE
 * 2. SURVEY PLAN
 * 2A. SURVEY PLAN
 * 3. SITE PLAN
 * 3A. COORDINATE VALUES
 * 4. COMPOSITE PLAN
 * 5. UTILITY PLAN

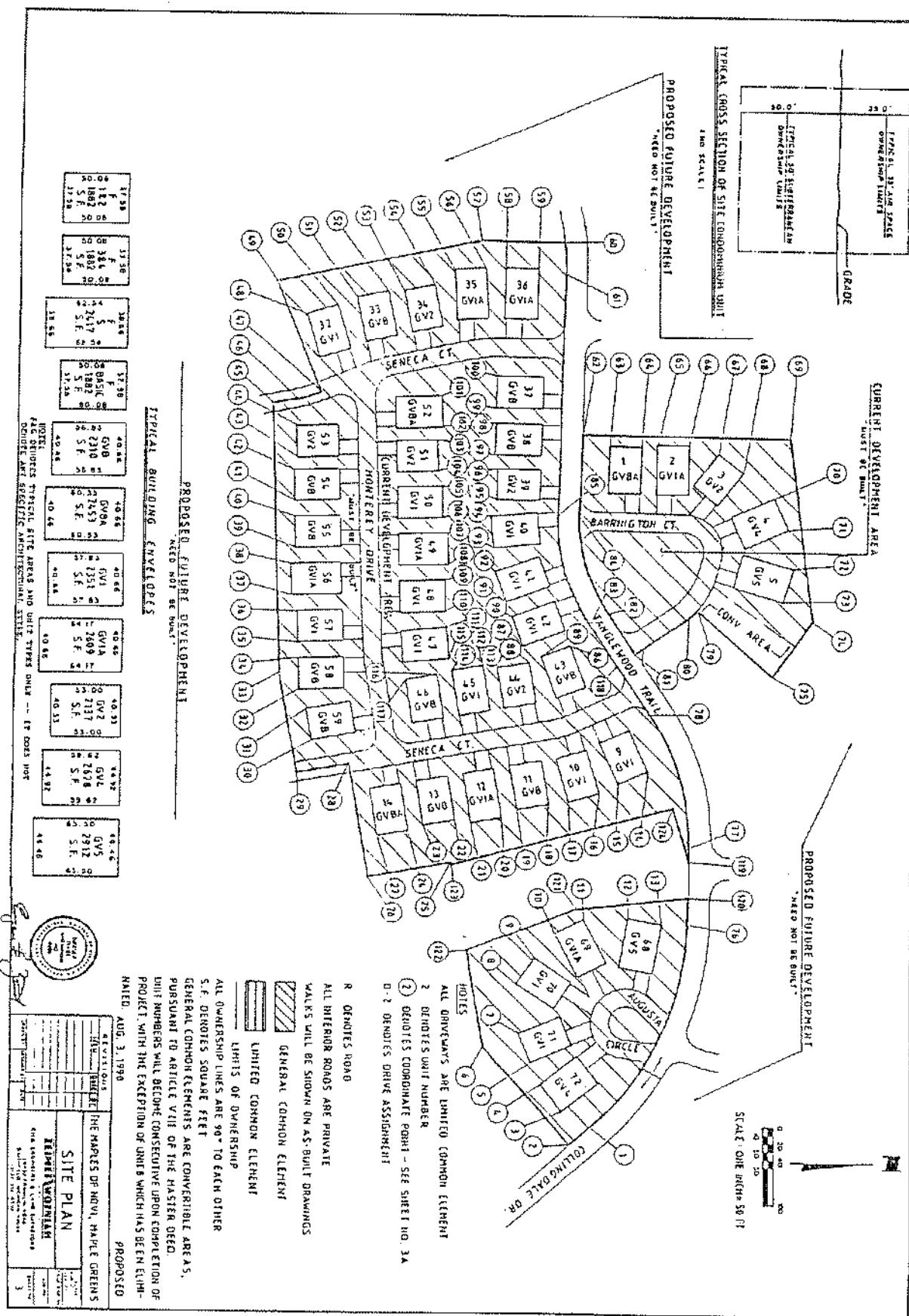
NOTE:
 THE ASTERISK (*) AS SHOWN IN THE SHEET INDEX
 INDICATES AMENDED OR ARE NEW SHEETS WHICH ARE
 REVISED, DATED AUG 3, 1990. THESE SHEETS WITH
 THIS SUBMISSION ARE TO REPLACE OR BE SUPPLEMENTED
 SHEETS TO THOSE PREVIOUSLY RECORDED.

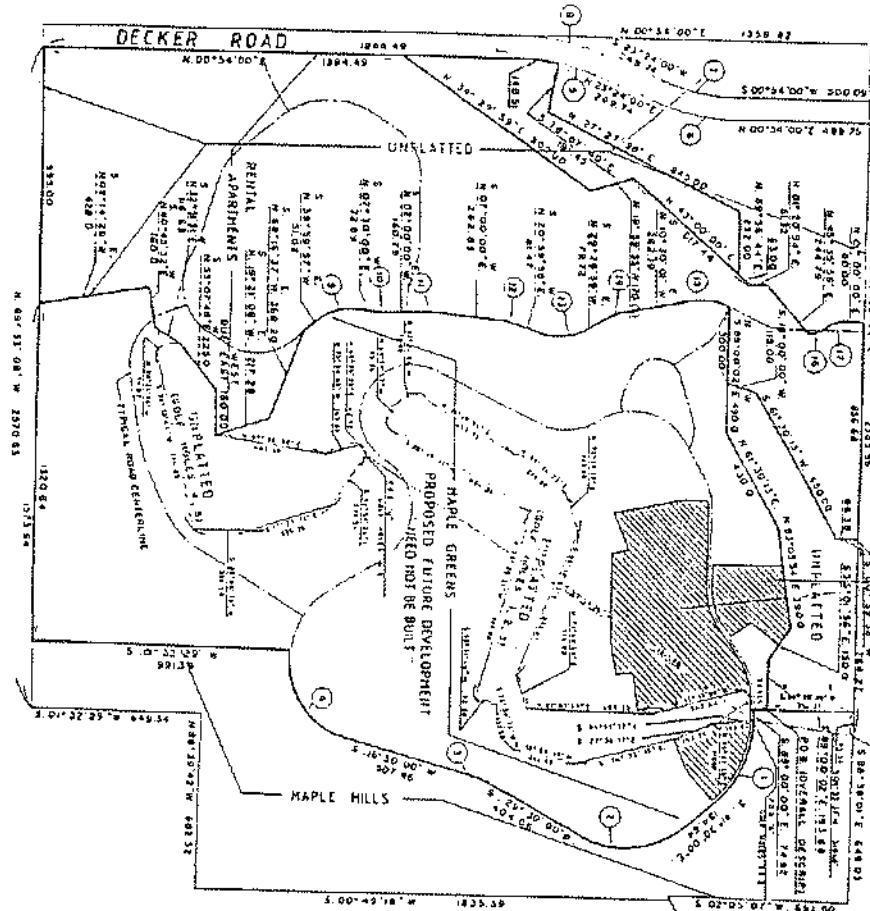
AUG. 3, 1990

PROPOSED

FILE NUMBER	THE MAPLES OF NOVI, MAPLE GREENS
FILE NUMBER	THE MAPLES OF NOVI, MAPLE GREENS
FILE NUMBER	THE MAPLES OF NOVI, MAPLE GREENS
FILE NUMBER	THE MAPLES OF NOVI, MAPLE GREENS
FILE NUMBER	THE MAPLES OF NOVI, MAPLE GREENS







CURVE NO.	RADUS	ARC	CENTER L. AND ANGLE	CHORD L.	CHORD ANGLE
1	373.000	310.438	49° 30' 00"	4.431	49° 30' 00"
2	395.000	438.120	36° 15' 00"	3.666	36° 15' 00"
3	388.650	387.432	35° 00' 00"	3.625	35° 00' 00"
4	360.000	438.932	60° 04' 43"	6.225	59° 55' 16" W
5	795.34	204.54	22° 37' 30"	5.345	22° 37' 30"
6	681.51	358.31	26° 55' 33"	6.147	26° 55' 33"
7	681.51	348.34	26° 49' 38"	6.147	26° 49' 38"
8	461.51	180.31	42° 49' 59"	11.425	42° 49' 59"

CORRIGENDUM

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Table 1. Summary of the Results

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LITERATURE

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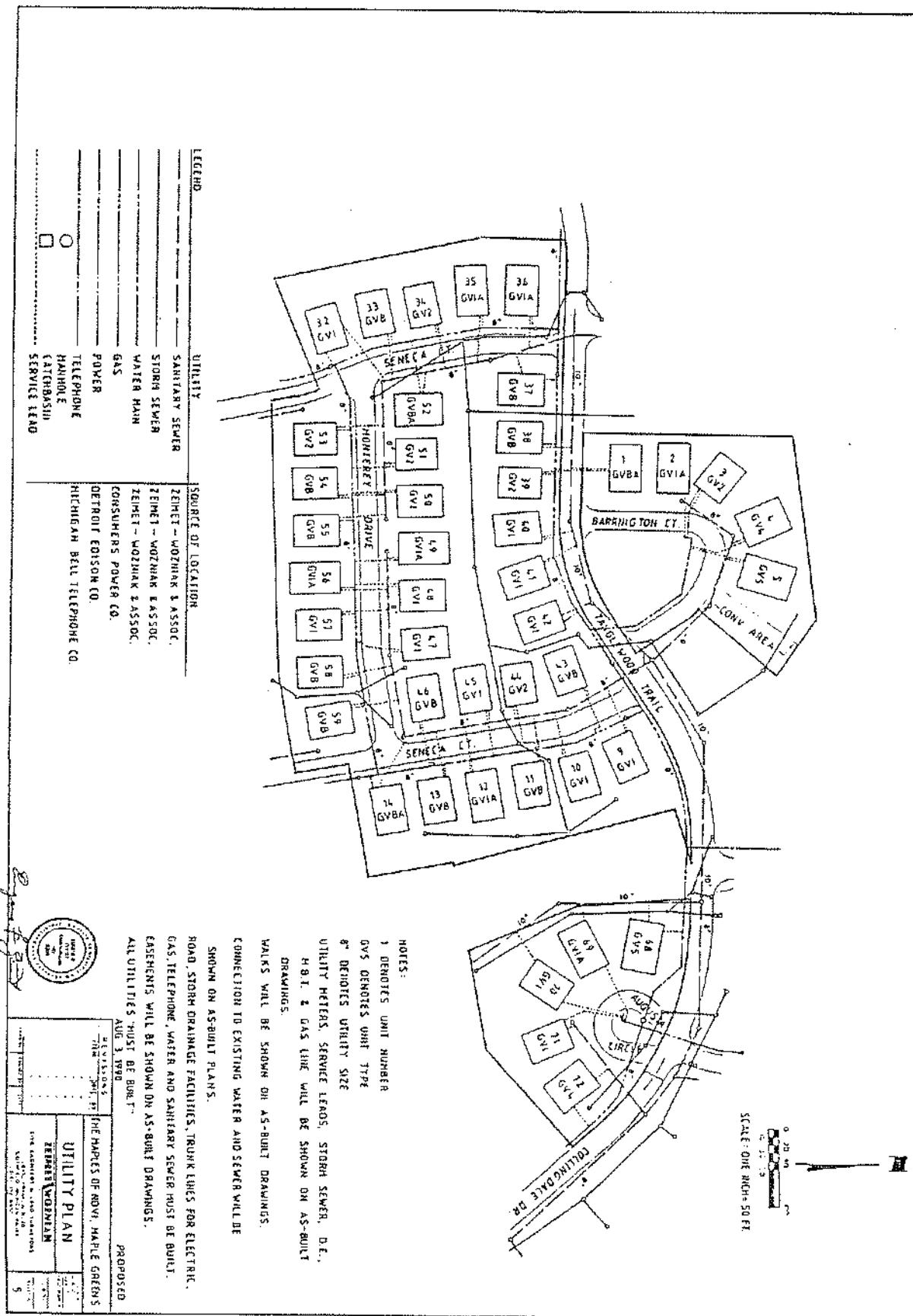
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2000-01-02

1000 JOURNAL OF CLIMATE

Aug 3, 1990 PROPOSAL



LIBER 11035 PAGE 778-798

73-94 = 22
 # 98-101 = 4
 # 286-291 = 6
 # 294-311 = 18
50

THIRD AMENDMENT TO MASTER DEED OF
THE MAPLES OF NOVI, MAPLE GREENS

The Maple Group/Novi, Inc., a Michigan corporation, the address of which is 7001 Orchard Lake Road, Suite 1300, West Bloomfield, Michigan 48322, being the Developer of The Maples of Novi, Maple Greens, a Condominium Project established pursuant to the Master Deed thereof, recorded on August 23, 1989 in Liber 11034, Pages 636 through 677; First Amendment to Master Deed recorded on July 23, 1990 in Liber 11478, Pages 891 through 901; and Second Amendment to Master Deed recorded on October 23, 1990 in Liber 11607, Pages 465 through 474, Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 628, hereby amends the Master Deed of The Maples of Novi, Maple Greens pursuant to the authority reserved in Article VI thereof for the purposes of enlarging the Condominium Project from 44 Units to 94 Units by the addition of the land described in paragraph 1 below, reallocating percentages of value set forth in Article V, Section 2 of said Master Deed and immaterially revising Article VIII of the Master Deed and the Condominium Subdivision Plan pursuant to rights reserved in Article XI, Section 3 of the Master Deed. Upon the recording of this Amendment in the office of the Oakland County Register of Deeds, said Master Deed and Exhibit B thereto shall be amended in the following manner:

1. The following land shall be added to the Condominium Project by this Amendment:

A part of -

Lot 301, Maple Greens, Maples of Novi Condominiums

A parcel of land located in part of the N.E. 1/4 of Section 2 T.1 N., R. 8 E., City of Novi, Oakland County, Michigan, described as beginning at a point distant N. 89°00'02" W. along the North line of said Section 2 93.00 feet and S. 01°00'00" W. 385.32 feet and N. 89°00'00" W. 24.84 feet and 192.07 feet along the arc of a curve to the left, said curve having a radius of 310.00 feet, a central angle of 35°30'00", a chord length of 189.02 feet, and a chord bearing of S. 73°15'00" W. and S. 55°30'04" W. 73.62 feet and N. 34°30'00" W. 14.00 feet and S. 55°30'00" W. 62.50 feet and 133.83 feet along the arc of a curve to the right, said curve having a radius of 216.00 feet, a central angle of 35°30'00", a chord length of 131.70 feet and a chord bearing of S. 73°15'00" W. and N. 89°00'00" W. 106.84 feet; from the N.E. corner of said Section 2; thence from said point of beginning of said Parcel "A" Addition N. 89°00'00" W. 217.98 feet; thence 125.62 feet along the

THIRD AMENDMENT TO MASTER DEED OF
THE MAPLES OF NOVI, MAPLE GREENS

The Maple Group/Novi, Inc., a Michigan corporation, the address of which is 7001 Orchard Lake Road, Suite 130B West Bloomfield, Michigan 48322, being the Developer of The Maples of Novi, Maple Greens, a Condominium Project established pursuant to the Master Deed thereof, recorded on August 23, 1989 in Liber 11034, Pages 636 through 677; First Amendment to Master Deed recorded on July 23, 1990 in Liber 11478, Pages 891 through 901; and Second Amendment to Master Deed recorded on October 23, 1990 in Liber 11607, Pages 465 through 474, Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 628, hereby amends the Master Deed of The Maples of Novi, Maple Greens pursuant to the authority reserved in Article VI thereof for the purposes of enlarging the Condominium Project from 44 Units to 94 Units by the addition of the land described in paragraph 1 below, reallocating percentages of value set forth in Article V, Section 2 of said Master Deed and immaterially revising Article VIII of the Master Deed and the Condominium Subdivision Plan pursuant to rights reserved in Article XI, Section 3 of the Master Deed. Upon the recording of this Amendment in the office of the Oakland County Register of Deeds, said Master Deed and Exhibit B thereto shall be amended in the following manner:

1. The following land shall be added to the Condominium Project by this Amendment:

A parcel of land located in part of the N.E. 1/4 of Section 2 T.1 N., R. 8 E., City of Novi, Oakland County, Michigan, described as beginning at a point distant N. 89°00'02" W. along the North line of said Section 2 95.00 feet and S. 01°00'00" W. 385.32 feet and N. 89°00'00" W. 24.84 feet and 192.07 feet along the arc of a curve to the left, said curve having a radius of 310.00 feet, a central angle of 35°30'00", a chord length of 189.02 feet, and a chord bearing of S. 73°15'00" W. and S. 55°30'04" W. 73.62 feet and N. 34°30'00" W. 14.00 feet and S. 55°30'00" W. 62.50 feet and 133.83 feet along the arc of a curve to the right, said curve having a radius of 216.00 feet, a central angle of 35°30'00", a chord length of 131.70 feet and a chord bearing of S. 73°15'00" W. and N. 89°00'00" W. 106.84 feet; thence from said point of beginning of said Parcel "A" Addition N. 89°00'00" W. 217.98 feet; thence 125.62 feet along the

OK - T. SMITH

arc of a curve to the left said curve having a radius of 244.00 feet, a central angle of $29^{\circ}30'00''$, a length of 124.24 feet, and a chord bearing of S. $76^{\circ}15'00''$ W.; thence S. $61^{\circ}30'00''$ W. 112.06 feet thence 20.28 feet along the arc of a curve to the right, said curve having a radius of 25.00 feet, a central angle of $46^{\circ}30'00''$, a chord length of 19.73 feet and a chord bearing of S. $84^{\circ}45'00''$ W.; thence N. $72^{\circ}00'00''$ W. 22.96 feet; thence 98.75 feet along the arc of a curve to the left, said curve having a radius of 164.00 feet, a central angle of $34^{\circ}30'00''$, a chord length of 97.26 feet, and a chord bearing of N. $89^{\circ}15'00''$ W; thence S. $73^{\circ}30'00''$ W. 170.01 feet; thence 23.79 feet along the arc of a curve to the left, said curve having a radius of 114.00 feet, a central angle of $11^{\circ}57'39''$, a chord length of 23.75 feet and a chord bearing of S. $67^{\circ}31'10''$ W.; thence 37.07 feet along the arc of a curve to the right, said curve having a radius of 25.00 feet, a central angle of $84^{\circ}57'39''$, a chord length of 33.76 feet and a chord bearing of N. $75^{\circ}58'50''$ W.; thence N. $33^{\circ}30'00''$ W. 112.14 feet; thence 59.69 feet along the arc of a curve to the left, said curve having a radius of 114.00 feet, a central angle of $30^{\circ}00'00''$, a chord length of 59.01 feet and a chord bearing of N. $48^{\circ}30'00''$ W.; thence N. $63^{\circ}30'00''$ W. 79.24 feet; thence 8.05 feet along the arc of a curve to the right, said curve having a radius of 25.00 feet, a central angle of $15^{\circ}26'55''$, chord length of 8.01 feet and a chord bearing of N. $54^{\circ}16'33''$ W.; thence S. $87^{\circ}12'49''$ E. 386.37 feet; thence N. $63^{\circ}00'00''$ E. 471.81 feet; thence N. $23^{\circ}05'54''$ E. 175.47 feet; thence S. $01^{\circ}00'00''$ W. 266.20 feet to the point of beginning of said Parcel "A" Addition; together with

PT 22-62700-00/

A parcel of land located in part of the N.E. 1/4 of Section 2 T. 1 N., R. 8 E., City of Novi, Oakland County, Michigan, described as beginning at a point distant N. $89^{\circ}00'02''$ W. along the North line of said Section 2 95.00 feet and S. $01^{\circ}00'00''$ W. 385.32 feet and N. $89^{\circ}00'00''$ W. 24.84 feet and 192.07 feet along the arc of a curve to the left, said curve having a radius of 310.00 feet, a central angle of $35^{\circ}35'00''$, a chord length of 189.02 feet, and a chord bearing of S.

73°15'00" W. and S. 55°30'04" W. 73.62 feet and S. 34°30'00" E. 14.00 feet and S. 55°30'00" W. 62.50 feet and 151.18 feet along the arc of a curve to the right, said curve having a radius of 244.00 feet, a central angle of 35°30'00", a chord length of 148.77 feet, and a chord bearing of S. 73°15'00" W. and N. 89°00'00" W. 324.82 feet and 25.06 feet along the arc of a curve to the left, said curve having a radius of 216.00 feet, a central angle of 06°38'47", a chord length of 25.04 feet, and a chord bearing of S. 87°40'37" W. from the N.E. corner of said Section 2; thence from said point of beginning of said Parcel "B" addition S. 01°00'00" W. 107.00 feet; thence S. 11°14'00" E. 148.40 feet; thence S. 78°46'00" W. 243.29 feet; thence N. 72°49'40" W. 133.16 feet; thence 197.69 feet along the arc of a curve to the right said curve having a radius of 216.00 feet, a central angle of 52°26'23", a chord length of 190.86 feet and a chord bearing of N. 35°16'49" E.; thence N. 61°30'00" E. 167.00 feet; thence 86.15 feet along the arc of a curve to the right, said curve having a radius of 216.00 feet, a central angle of 22°51'07", a chord length of 85.58 feet, and a chord bearing of N. 50°04'27" E. to the point of beginning of said Parcel "B" addition, together with *PT 22-000-700-005*

A parcel of land located in part of the N.E. 1/4 of Section 2 and part of the N.W. 1/4 of Section 1 T. 1 N., R. 8 E., City of Novi, Oakland County, Michigan, described as beginning at a point distant N. 89°00'02" W. along the north line of said Section 2 95.00 feet and S. 01°00'00" W. 385.32 feet and S. 89°00'00" E. 40.89 feet and S. 01°00'00" W. 14.00 and S. 89°00'00" E. 234.03 feet and 299.28 feet along the arc of a curve to the right, said curve having a radius of 361.00 feet, a central angle of 47°30'00", a chord length of 290.73 feet, and a chord bearing of S. 65°15'00" E. and S. 41°30'00" E. 35.00 feet from the N.E. corner of said Section 2; thence from said point of beginning of said Parcel "C" addition S. 41°30'00" E. 119.64 feet; thence 434.95 feet along the arc of a curve to the right, said curve having a radius of 351.00 feet, a central angle

71°00'00", a chord length of 407.65 feet, and a chord bearing S. 06°00'00" E.; thence S. 29°30'00" W. 404.05 feet; thence 22.39 feet along the arc of a curve to the left, said curve having a radius of 379.00 feet, a central angle of 03°23'07", a chord length of 22.39 feet and a chord bearing S. 27°48'27" W.; thence N. 63°53'07" W. 202.04 feet; thence N. 20°43'50" E. 268.41 feet; thence N. 08°45'50" W. 331.82 feet; thence N. 48°30'00" E. 299.70 feet to the point of beginning of said Parcel "C" addition; together with *1/4 S. 63°30'00" E.*

A parcel of land located in part of the N.E. 1/4 of Section 2 T. 1 N., R. 8 E., City of Novi, Oakland County, Michigan, described as beginning at a point distant N. 89°00'02" W. 95.00 feet along the North line of said Section 2 and S. 01°00'00" W. 385.32 feet and N. 89°00'00" W. 24.84 feet and 192.07 feet along the arc of a curve to the left, said curve having a radius of 310.00 feet, a central angle of 35°30'00", a chord length of 189.02 feet, and a chord bearing of S. 73°15'00" W. and S. 55°30'04" W. 73.62 feet and N. 34°30'00" W. 83.56 feet and 27.91 feet along the arc of a curve to the left, said curve having a radius of 112.00 feet, a central angle of 14°16'33", a chord length of 27.83 feet and a chord bearing of N. 41°38'16" W.; thence N. 42°00'00" E. 129.13 feet; thence N. 55°01'59" W. 85.12 feet and S. 83°05'54" W. 414.94 feet and S. 63°00'00" W. 443.70 feet and N. 89°00'02" W. 412.27 feet and 8.05 feet along the arc of a curve to the left, said curve having a radius of 25.00 feet, a central angle of 18°26'55", a chord length of 8.01 feet, and a chord bearing of S. 54°16'33" E. and S. 20°14'47" W. 28.17 feet from the N.E. corner of said Section 2; thence from said point of beginning of said Parcel "D" S. 63°30'00" E. 76.18 feet; thence 45.02 feet along the arc of a curve to the right, said curve having a radius of 86.00 feet, a central angle of 30°00'00", a chord length of 44.51 feet and a chord bearing of S. 48°30'00" E.; thence S. 33°30'00" E. 128.16 feet; thence 26.94 feet along the arc of a curve to the right, said curve having a radius of 25.00 feet, a central angle of 61°45'01", a chord length

of 25.65 feet and a chord bearing of S. $02^{\circ}37'30''$ E.; thence 36.58 feet along the arc of a curve to the left, said curve having a radius of 114.00 feet, a central angle of $18^{\circ}23'12''$, a chord length of 36.42 feet and a chord bearing of S. $19^{\circ}03'25''$ W.; thence N. $80^{\circ}08'11''$ W. 83.36 feet thence N. $39^{\circ}27'35''$ W. 143.60 feet; thence S. $79^{\circ}30'00''$ W. 27.39 feet; thence 95.07 feet along the arc of a curve to the right, said curve having a radius of 216.00 feet, a central angle of $25^{\circ}13'05''$, a chord length of 94.30 feet and a chord bearing of N. $02^{\circ}06'32''$ E.; thence 44.41 feet along the arc of a curve to the right, said curve having a radius of 25.00 feet, a central angle of $101^{\circ}46'55''$, a chord length of 38.79 feet and a chord bearing of N. $65^{\circ}36'32''$ E. to the point of beginning; together with

A parcel of land located in part of the N.E. 1/4 of Section 2 T. 1 N., R. 8 E., City of Novi, Oakland County, Michigan, described as beginning at a point distant N. $89^{\circ}00'02''$ W. along the North line of said Section 2 95.00 feet and S. $01^{\circ}00'00''$ W. 385.32 feet and N. $89^{\circ}00'00''$ W. 24.84 feet and 192.07 feet along the arc of a curve to the left, said curve having a radius of 310.00 feet, a central angle of $35^{\circ}30'00''$, a chord length of 189.02 feet, and a chord bearing of S. $73^{\circ}15'00''$ W. and S. $55^{\circ}30'04''$ W. 73.62 feet and N. $34^{\circ}30'00''$ W. 83.56 feet and 27.91 feet along the arc of a curve to the left, said curve having a radius of 112.00 feet, a central angle of $14^{\circ}16'33''$, a chord length of 27.83 feet and a chord bearing of N. $41^{\circ}38'16''$ W.; thence N. $42^{\circ}00'00''$ E. 129.13 feet; thence N. $55^{\circ}01'59''$ W. 86.12 feet and S. $83^{\circ}05'54''$ W. 414.94 feet and S. $63^{\circ}00'00''$ W. 443.70 feet and N. $89^{\circ}00'02''$ W. 412.27 feet and 8.05 feet along the arc of a curve to the left, said curve having a radius of 25.00 feet, a central angle of $18^{\circ}26'55''$, a chord length of 8.01 feet, and a chord bearing of S. $54^{\circ}16'33''$ E. and S. $63^{\circ}30'00''$ E. 79.24 feet and 59.69 feet along the arc of a curve to the right, said curve having a radius of 114.00 feet, a central angle of $30^{\circ}00'00''$, a chord length of 59.01 feet and a chord bearing of S. $48^{\circ}30'00''$ E. and S. $33^{\circ}30'00''$ E. 112.14 feet and 37.07 feet

along the arc of a curve to the left, said curve having a radius of 25.00 feet, a central angle of $84^{\circ}57'39''$; a chord length of 33.76 feet and a chord bearing of S. $75^{\circ}58'50''$ E. and 23.79 feet along the arc of a curve to the right, said curve having a radius of 114.00 feet, a central angle of $11^{\circ}57'39''$, a chord length of 23.75 feet and a chord bearing of N. $67^{\circ}31'10''$ E. and S. $16^{\circ}30'00''$ E. 28.00 feet from the N.E. corner of said Section 2; thence from said point of beginning of said Parcel "E" N. $73^{\circ}30'00''$ E. 170.01 feet; thence 13.71 feet along the arc of a curve to the right, said curve having a radius of 136.00 feet, a central angle of $05^{\circ}46'48''$, a chord length of 13.71 feet and a chord bearing of N. $76^{\circ}23'24''$ E.; thence 64.77 feet along the arc of a curve to the right, said curve having a radius of 25.00 feet, a central angle of $148^{\circ}26'29''$, a chord length of 48.11 feet and a chord bearing of S. $26^{\circ}29'58''$ E.; thence 140.66 feet along the arc of a curve to the left, said curve having a radius of 244.00 feet, a central angle of $33^{\circ}01'49''$; a chord length of 138.72 feet and a chord bearing of S. $31^{\circ}12'22''$ W.; thence N. $70^{\circ}23'57''$ W. 76.56 feet; thence N. $32^{\circ}28'57''$ W. 100.18 feet to the point of beginning of said Parcel "E". *PT 35-AD-300-009*

2. Second Amended Article V, Section 2 of the Master Deed of The Maples of Novi, Maple Greens, as set forth below, shall replace and supersede the First Amended Article V, Section 2 of the Master Deed as recorded, and the First Amended Article V, Section 2 shall be of no further force or effect.

**SECOND AMENDED ARTICLE V, SECTION 2 OF THE MASTER DEED OF
THE MAPLES OF NOVI, MAPLE GREENS**

ARTICLE V

Section 2. Percentage of Value. The percentage of value assigned to each Unit is equal. The percentages of value were computed on the basis that the comparative characteristics of the Units are such that it is fair and appropriate that such Unit Owner vote equally and pay an equal share of the expenses of maintaining the General Common Elements. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association.

3. Article VIII of the Master Deed of The Maples of Novi, Maple Greens shall be revised by the addition thereto of Section 3, as set forth below, and the redesignation of Article VIII, Section 3 as originally recorded to Section 4.

ARTICLE VIII

Section 3. Reservation of Right to Add a Unit. The Developer reserves the right, in its sole discretion, during a period ending no later than six years from the date of recording this Master Deed, to add a Unit to the Condominium within the Convertible Area located adjacent to Unit 5 and labeled as such on the Condominium Subdivision Plan and to create Limited Common Elements appurtenant or geographically proximate to the Unit.

4. Amended Sheets 1, 2, 2A, 3, 3A, 4 and 5 of the Condominium Subdivision Plan of The Maples of Novi, Maple Greens, as attached hereto, shall replace and supersede Sheets 1, 2, 2A, 3, 3A, 4 and 5 of the Condominium Subdivision Plan of The Maples of Novi, Maple Greens as originally recorded and subsequently amended, and the originally recorded and amended Sheets 1, 2, 2A, 3, 3A, 4 and 5 shall be of no further force or effect. The legal description of the Condominium Premises contained on said Amended Sheet 1 shall replace and supersede the description of said Premises contained in Article II of the originally recorded Master Deed, as subsequently amended.

5. Sheets 2B, 2C, 3B, 3C, 5A and 5B of the Condominium Subdivision Plan of The Maples of Novi, Maple Greens, as attached hereto, shall supplement and be incorporated in the Condominium Subdivision Plan of The Maples of Novi, Maple Greens, as amended.

In all respects, other than as hereinabove indicated, the original Master Deed of The Maples of Novi, Maple Greens, as heretofore amended, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

Dated this 12th day of November, 1990.

WITNESSES:

Denise Kein

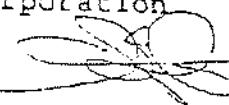
Denise Kein

Deborah Selvaggio

Deborah Selvaggio

THE MAPLE GROUP/NOVI, INC.,
A Michigan corporation

By:


Sam Blumenstein, President

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing Third Amendment to Master Deed of The Maples of Novi, Maple Greens was acknowledged before me this 12th day of November, 1990, by Sam Blumenstein the President of The Maple Group/Novi, Inc., a Michigan corporation, on behalf of the corporation.

Sam Blumenstein

Notary Public, Oakland County,
Michigan
My commission expires: _____

Sam R. BLUMENSTEIN
Notary Public, Oakland County, MI
My Commission Expires 8-18-91

Third Amendment to Master Deed drafted by:

C. Kim Shierk of DYKEMA GOSSETT
505 North Woodward Avenue, Suite 3000
Bloomfield Hills, Michigan 484304

When recorded, return to drafter.

REPLAT NO. 3
OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN
EXHIBIT "B" TO THE AMENDED MASTER DEED OF
THE MAPLES OF NOVI, MAPLE GREENS
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

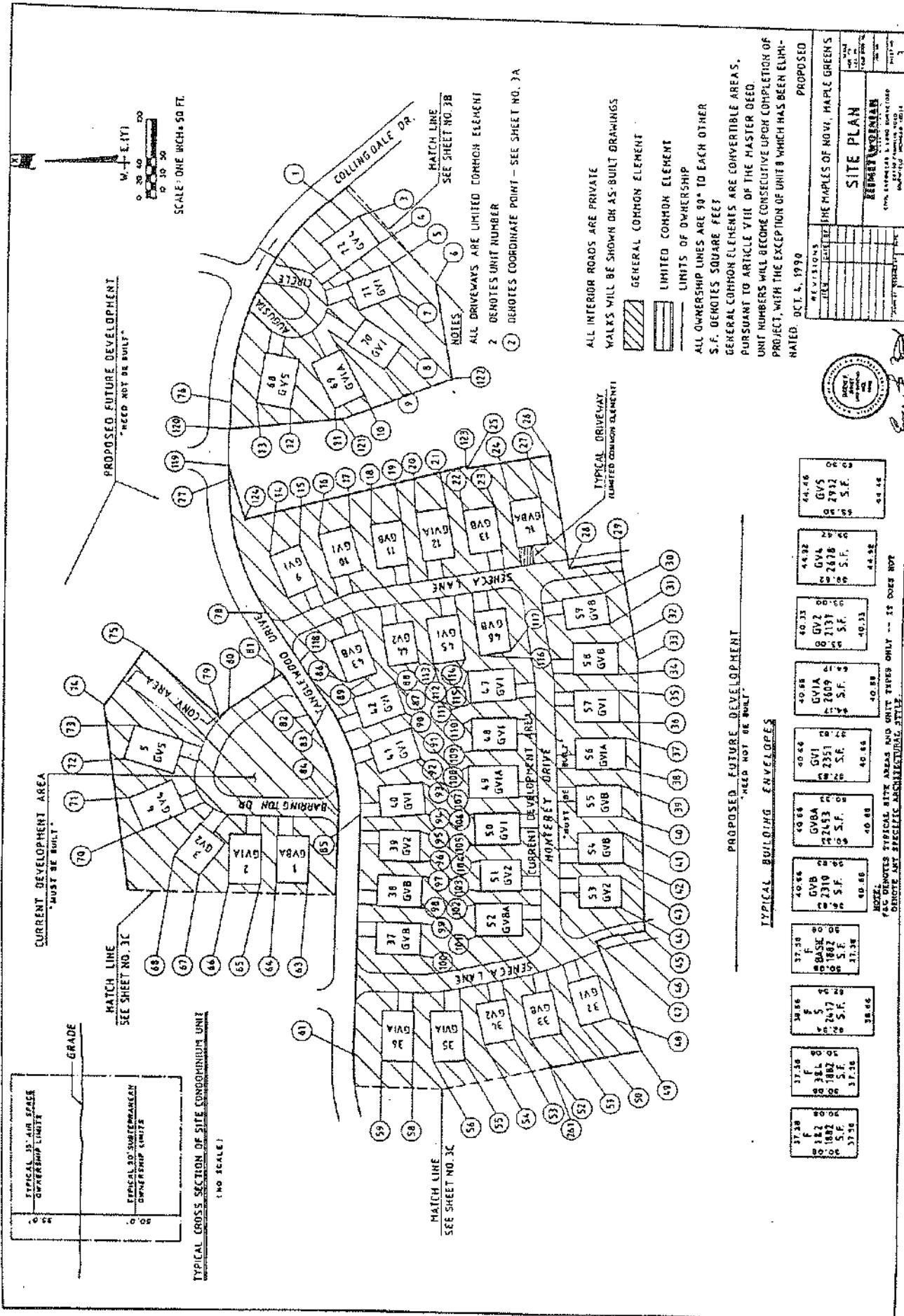
SURVEY OF THE STATE OF NEW YORK

DEVELOPER
THE MAPLE GROUP/NOVI, INC.,
A MICHIGAN CORPORATION
1001 RICHARD LAKE RD, SUITE 130
WEST BLOOMFIELD TOWNSHIP, MICH. 48322

NOTE. THE ASTERISK (*) AS SHOWN IN THE SHEET INDEX INDICATES AMENDED OR ARE NEW SHEETS WHICH ARE REVISED. DATED OCT. 4, 1990. THESE SHEETS WITH THIS SUBMISSION ARE TO REPLACE OR BE SUPPLEMENTED SHEETS WHICH PREVIOUSLY EXISTED.

Oct. 6, 1990

A circular library stamp with handwritten text and a signature.



PT.	COORDINATE VALUES			COORDINATE VALUES			COORDINATE VALUES			COORDINATE VALUES			COORDINATE VALUES			COORDINATE VALUES		
	P.T.	NORTH	EAST	P.T.	NORTH	EAST	P.T.	NORTH	EAST	P.T.	NORTH	EAST	P.T.	NORTH	EAST	P.T.	NORTH	EAST
1	4327.00	7645.59	46	4653	6163	87	4345	7046	130	3740	7577	173	4235	5846	215	4187	6462	252
2	45	4023.54	4733.66	88	4353	7065	131	3777	7546	174	4220	5845	216	4160	6227	253	4119.40	6200.07
3	4400	7647	46	4032.81	6127.77	89	4368	7056	132	3815	7518	175	4282	5847	217	4150	6492	254
4	4312	7632	47	4006.48	6118.26	90	4331	7005	133	3848	7591	176	4315	5845	218	4122	6383	255
5	4359	7584	48	4046	6020	91	4325	6987	134	3850	7635	177	4329	5847	219	4117	6313	256
6	4301.69	7565.48	49	4028.32	6576.81	92	4310	6918	135	3910	7548	178	4359	5873	220	4130	6283	257
7	4313	7516	50	4104	6608	93	4308	6919	136	3937	7561	179	4453	5989	221	4130	6163	258
8	4311	7480	51	4126	6598	94	4304	6878	137	3948	7535	180	4499	6003	222	4161	6220	259
9	4364	7447	52	4169	6590	95	4311	6856	138	4042	7703	181	4315	6819	223	4191	6139	260
10	4389	7416	53	4189	6589	96	4312	6816	139	4018	7516	182	4181	6814	224	4207	6096	261
11	4126	7395	54	4228	6581	97	4308	6798	140	4050	7505	183	4352	6046	225	4205.19	5949.97	262
12	4186	7393	55	4253	6561	98	4109	6757	141	4100	7489	184	4106	5887.83	226	4222.47	5867.83	263
13	4526	7000	56	4294	6556	99	4308	6737	142	4118	7497	185	4112	6104	227	4333.34	5776.57	264
14	4396	7203	57	4300	6309	100	4309	6696	143	4192	7504	186	4223	6163	228	4326.35	5749.63	265
15	4170	7220	58	4319	6558	101	4239	6722	144	4230	7519	187	4310	6169	229	4422.59	5753.10	266
16	4465	7233	59	4360	6558	102	4241	6763	145	4252	7554	188	4335	6209	230	4438.41	5788.43	267
17	4406	7244	60	4313	6234	103	4236	6719	146	4281	7583	189	4142	6225	231	4496.82	5855.81	268
18	4380	7247	61	4394.73	6550.38	104	4236	6820	147	4301	7603	190	4449	6270	232	4375.12	5849.95	269
19	4310	7254	62	4231	6558	105	4242	6840	148	4328	7635	191	4390	6295	233	4268.25	5905.69	270
20	4322	7266	63	4454	6745	106	4263	6981	149	4351	7655	192	4425	6311	234	4262.42	5941.86	271
21	4382	7272	64	4496	6783	107	4250	6900	150	4375	7617	193	4441	6307	235	4489.72	5791.67	272
22	4261	7269	65	4518	6183	108	4258	6940	151	4218	7195	194	4484	6355	236	4449.77	5718.85	273
23	4221	7275	66	4555	6782	109	4245	6960	152	4187	7764	195	4509	6357	237	4683.96	5559.23	274
24	4292	7283	67	4592	6792	110	4216	7002	153	4175	7753	196	4522	6395				
25	4259.03	7323.55	68	4626	6818	111	4248	7021	154	4158	7767	197	4540	6405				
26	4150.70	7342.65	69	4122	4796	112	4296	7069	155	4150	7780	198	4580	6440				
27	4162	7290	70	4665	6853	113	4316	7072	156	4144	7723	199	4585	6440				
28	4125.00	7196.90	71	4681	6891	114	4256	7016	157	4118	7697	200	4584	6497				
29	4058.24	7208.87	72	4690	6941	115	4251	7061	158	4126	7710	201	4513	6652				
30	4077	7166	73	4678	6984	116	4237	7062	159	4097	7702	202	4672	6550				
31	4010	7125	74	4713.83	7011.17	117	4195	7089	160	4096	7712	203	4581	6500				
32	4061	7103	75	4666.48	7081.75	118	4461.14	7068.11	161	4062	7132	204	4624	6620				
33	4055.67	7000.65	76	4558.74	7401.52	119	4560.17	7318.79	162	4055	7795	205	4633	6652				
34	4059	7061	77	4560.48	7301.78	120	4559.36	7361.54	163	4052	7770	206	4640	6695				
35	4057	7011	78	4509.01	7029.76	121	4419.83	7378.99	164	4032	7784	207	4581	6725				
36	4056	7001	79	4568.52	4895.31	122	4279.60	7440.17	165	4015	7820	208	4521	6733				
37	4049	6982	80	4547.72	7613.83	123	4259.45	7324.15	166	3841	7834	209	4595	6740				
38	4047	6942	81	4490.37	7053.33	124	4510.00	7150.00	167	3880	7843	210	4455	6740				
39	4056	6921	82	4456.97	7001.73	125	3575	7580	168	3860	7840	211	4333	6507				
40	4053	6880	83	4433.94	7017.40	126	3595	7544	169	3826	7875	212	4298	6503				
41	4052	6860	84	4447.02	6475.61	127	3606	7589	170	3855	7892	213	4270	6487				
42	4051	6820	85	4389.06	6495.15	128	3496	7481	171	3836	7910	214	4230	6476				
43	4054	6804	86	4403.07	1063.15	129	3689	7673	172	3805	7910	215	4214.97	6455.04				

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W. + E(Y)

SEE SHEET NUMBER 3 FOR GENERAL NOTES
AND TYPICAL SURVEYING ENVELOPE INFORMATION.

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MAPLE HILLS

COLLINGDALE DRIVE

BELDEN CIRCLE

BUCKHORN DRIVE

TYPICAL DRIVEWAY
LIMITED COMMON ELEMENTS

PROPOSED FUTURE DEVELOPMENT
(NEED NOT BE BUILT)

MATCH LINE - SEE SHEET NO. 3

PROPOSED FUTURE DEVELOPMENT
NEED NOT BE BIG

SCALE: 1/4" = 50'

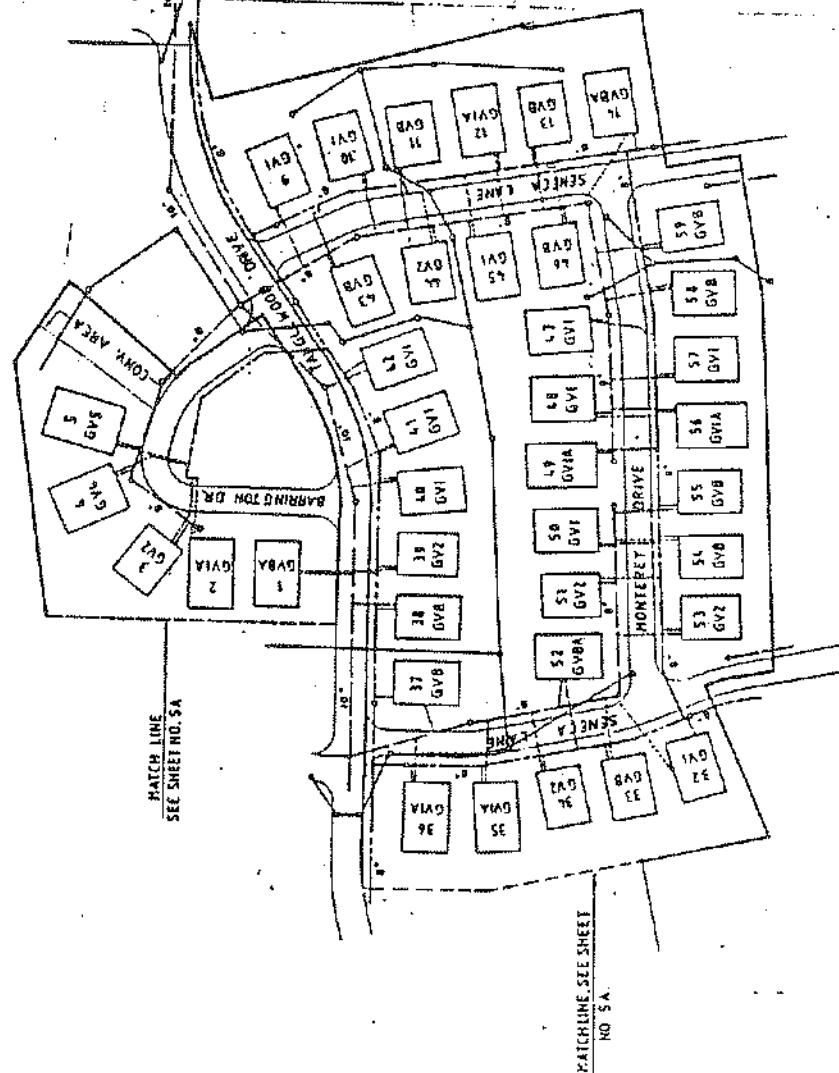
MAKING SIZE SHEET NO. 3

NOTE: SEE SHEET NO. 3 FOR GENERAL NOTES AND
TYPICAL BUILDING ENVELOPE INFORMATION.

PROPOSED OCT. 4, 1964		THE MAPLES OF MOVI, MAPLE GREENS	
		REVISIONS THE MAPLES	
<p align="center">SITE PLAN</p> <p align="center">THE MAPLES OF MOVI, MAPLE GREENS</p>			



PROPOSAL FUTURE DEVELOPMENT
NEED NOT BE SWIFT

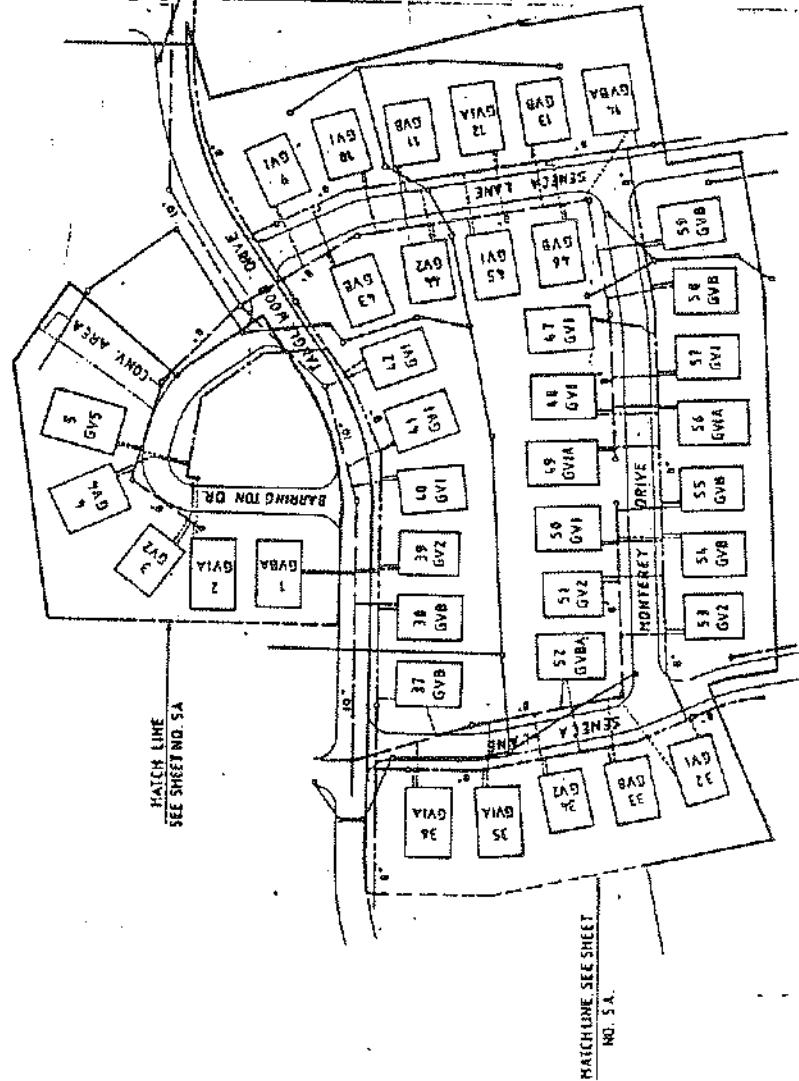


THE GEM OF
THE GARDEN
THE GEM OF
THE GARDEN
THE GEM OF
THE GARDEN

SANITARY SEWER	ZEMET - WOZNIAK & ASSOC
STORM SEWER	ZEMET - WOZNIAK & ASSOC
WATER MAIN	ZEMET - WOZNIAK & ASSOC
GAS	EXXONMobil POWER CO
PC&LR	GEORGE FISCH CO.
TELEPHONE	WICHITA FALLS TELEGRAPH

GAS, TELEPHONE, WATER AND SANITARY SEWER MUST BE BUILT
ELEVATIONS WILL BE SHOWN ON AS-BUILT DRAWINGS.

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CON

MAIL MAILING FEE \$1.00

MOTEL

DEPUTIES WITHIN 24 HOURS. SEE PAGE 1
GAS DEMANDS THIS WEEKEND

WALKS WILL BE SHOWN ON AS-BUILT DRAWINGS.

SHOWN ON AS-BUILT PLANS.
ROAD, STORM DRAINAGE FACILITIES, TRUNK LINES FOR ELECTRIC
GAS, TELEPHONE, WATER AND SANITARY SEWER MUST BE BUILT
TUNNELLED TO EXISTING WATER AND SEWER WILDE.

RECEIVED	PROPOSAL
OCT 6 1990	1
AMERICAN FEDERATION OF TEACHERS	NOV 15 1990 MARIE GREEN

UTILITY PLAN IMPLEMENTATION

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LEGEND	UTILITY	SOURCE OF LOCATION
	SANITARY SEWER	WORNAK & ASSOC.
	STORM SEWER	WORNAK & ASSOC.
	WATER MAIN	WORNAK & ASSOC.
	GAS	CONSUMERS POWER CO.
	POWER	DETROIT EDISON CO.
	TELEPHONE	MICHIGAN BELL TELEPHONE CO.
	MANHOLE	□
	SEWER/LEAD	□
	EACH BASIN	□

SCALE 1:3 50'

NOTE: SEE SHEET NUMBER 5 FOR NOTES AND LEGEND

A circular library stamp with a grid of text. The outer ring contains the words 'UNIVERSITY LIBRARY' at the top and 'UNIVERSITY OF TORONTO' at the bottom. The inner circle contains 'FACULTY OF' at the top, 'LIBRARIES' in the center, and 'UNIVERSITY OF TORONTO' at the bottom.

COLLINGDALE DRIVE

BELDEN CIRCLE

SAVANNAH ROAD

MATCH LINE

SEE SHEET NO. 5

LIBER 11666 PAGE 755-759

FOURTH AMENDMENT TO
THE MAPLES OF NOVI

MASTER DEEDS
MAPLE GREENS

COPY
REGISTER OF DEEDS
COUNTY OF OAKLAND

The Maple Group/Novi, Inc., a Michigan corporation, the address of which is 7001 Orchard Lake Road, Suite 130, West Bloomfield, Michigan 48322, being the Developer of The Maples of Novi, Maple Greens, a Condominium Project established pursuant to the Master Deed thereof, recorded on August 23, 1989 in Liber 11034, Pages 636 through 677; First Amendment to Master Deed recorded on July 23, 1990 in Liber 11478, Pages 891 through 901; Second Amendment to Master Deed recorded on October 23, 1990 in Liber 11607, Pages 465 through 474; and Third Amendment to Master Deed recorded on November 15, 1990 in Liber 11635, Pages 778 through 798, Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 628, hereby amends the Master Deed of The Maples of Novi, Maple Greens and Exhibit B thereto pursuant to the authority reserved in Article XI, Section 3 thereof for the purpose of correcting surveyor error. Upon the recording of this Amendment in the office of the Oakland County Register of Deeds, said Master Deed and Exhibit B thereto shall be amended in the following manner:

1. The first legal description set forth in paragraph 1 of the Third Amendment to the Master Deed of The Maples of Novi, Maple Greens, being that portion of Parcel A added to the Condominium in the Third Amendment to the Master Deed, shall be replaced in its entirety with the following:

A parcel of land located in part of the N.E. 1/4 of Section 2 T.1 N., R. 8 E., City of Novi, Oakland County, Michigan, described as beginning at a point distant N. 89°00'02" W. along the North line of said Section 2 95.00 feet and S. 01°00'00" W. 385.32 feet and N. 89°00'00" W. 24.84 feet and 192.07 feet along the arc of a curve to the left, said curve having a radius of 310.00 feet, a central angle of 35°30'00", a chord length of 189.02 feet, and a chord bearing of S. 73°15'00" W. and S. 55°30'04" W. 73.62 feet and N. 34°30'00" W. 14.00 feet and S. 55°30'00" W. 62.50 feet and 133.83 feet along the arc of a curve to the right, said curve having a radius of 216.00 feet, a central angle of 35°30'00", a chord length of 131.70 feet and a chord bearing of S. 73°15'00" W. and N. 89°00'00" W. 106.84 feet; from the N.E. corner of said Section 2; thence from said point of beginning of said Parcel "A" Addition N. 89°00'00" W. 217.98 feet; thence 125.62 feet along the

REC'D.

copy

LIBER 12/79 PAGE 156-167

FIFTH AMENDMENT TO MASTER DEED
OF THE MAPLES OF NOVI, MAPLE GREENS

The Maple Group/Novi, Inc., a Michigan corporation, the address of which is 7001 Orchard Lake Road, Suite 130, West Bloomfield, Michigan 48322, being the developer of The Maples of Novi, Maple Greens, a Condominium Project established pursuant to the Master Deed thereof, recorded on August 23, 1989, in Liber 11034, Pages 636 through 677, First Amendment recorded on July 23, 1990, in Liber 11428, Pages 891 through 901, Oakland County Records, Second Amendment recorded on October 23, 1990, in Liber 11607, Pages 465-474, Third Amendment recorded on November 15, 1990, in Liber 11635, Pages 778 through 798, Oakland County Records, Fourth Amendment recorded on December 11, 1990, in Liber 11666, Pages 755-759, Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 628, hereby amends the Master Deed of The Maples of Novi, Maple Greens, pursuant to the authority reserved in Article VI thereof enlarging the Condominium Project from 94 Units to 118 Units by the addition of the land described in Paragraph 1 below. Upon the recording of this Amendment in the office of the Oakland County Register of Deeds, said Master Deed and Exhibit B thereto shall be amended in the following manner:

1. The following land shall be added to the Condominium Project by this Amendment:

DESCRIPTION - MAPLES OF NOVI - MAPLE GREEN
UNITS 262 - 285 INCLUDED ON KENILWORTH LANE

RECEIVED

A PARCEL OF LAND LOCATED IN PART OF THE N.E. 1/4 OF SECTION 2 AND PART OF THE N.W. 1/4 OF SECTION 1 T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT DISTANT N. 89°00'02" W. ALONG THE NORTH LINE OF SAID SECTION 2, 95.00 FEET AND S. 01°00'00" W. 385.32 FEET AND S. 89°00'00" E. 40.89 FEET AND S. 01°00'00" W. 14.00 FEET AND S. 89°00'00" E. 34.03 FEET AND 299.28 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 361.00 FEET, A CENTRAL ANGLE OF 47°30'00", A CHORD LENGTH OF 290.78 FEET AND A CHORD BEARING OF S. 65°15'00" E. AND S. 41°30'00" E. 154.64 FEET AND 434.95 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 351.00 FEET, A CENTRAL ANGLE OF 71°00'00", A CHORD LENGTH OF 407.65 FEET AND A CHORD BEARING OF S. 06°00'00" E. AND S. 29°30'00" W. 404.06 FEET AND 22.39 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 379.00 FEET, A CENTRAL ANGLE OF 03°23'07", A CHORD LENGTH OF 22.39 FEET AND A CHORD BEARING OF S. 27°48'27" W. FROM THE N.E. CORNER OF SAID SECTION 2; THENCE FROM SAID POINT OF BEGINNING 63.60 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 379.00 FEET, A CENTRAL ANGLE OF 09°36'53", A CHORD LENGTH OF 63.52 FEET, AND A CHORD BEARING OF S. 21°18'27" W.; THENCE S. 16°30'00" W. 447.46 FEET; THENCE N. 73°30'00" W. 595.78 FEET; THENCE N. 27°00'00" W. 27.04 FEET; THENCE N. 15°00'00" E. 218.00 FEET; THENCE N. 78°00'00" E. 121.00 FEET; THENCE N. 47°00'00" E. 92.32 FEET; THENCE S. 73°35'21" E. 95.47 FEET; THENCE N. 59°30'00" E. 125.96 FEET; THENCE N. 65°18'49" E. 119.97 FEET; THENCE S. 63°53'07" E. 202.04 FEET TO THE POINT OF BEGINNING CONTAINING 263,930 SQUARE FEET OF 6.059 ACRES MORE OR LESS. "TOGETHER WITH AND SUBJECT TO A CERTAIN DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE MAPLES OF NOVI COMMUNITY AS RECORDED IN LIBER 11034, PAGES 570 THROUGH 592, OAKLAND COUNTY RECORDS."

0905J11L

(50)22 02 200 016 NW 1/4 Sec. 2

NW 1/4 Sec. 1

72-03-234-000 E + Maples of Novi, Maple Green -
units 1-5, 9-14, 33-59, 68-94, 118-101, 136-211
294-311

2. Amended Sheets 1, 2C, 3, 3A, 3B, 4 and 5B of the Condominium Subdivision Plan of The Maples of Novi, Maple Greens, as attached hereto, shall replace and supersede Sheets 1, 2C, 3, 3A, 3B, 4 and 5B of the Condominium Subdivision Plan of The Maples of Novi, Maple Greens, as originally recorded and amended, and the said originally recorded and amended sheets shall be of no further force or effect. The legal description of the Condominium Premises contained on said Amended Sheet 1 shall replace and supersede the description of said Premises contained in Article II of the originally recorded Master Deed.

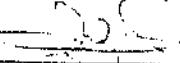
3. Sheets 2D, 3D and 5C of the Condominium Subdivision Plan of The Maples of Novi, Maple Greens, as attached hereto, shall supplement and be incorporated in the Condominium Subdivision Plan of The Maples of Novi, Maple Greens, as amended.

In all respects, other than as hereinabove indicated, the original Master Deed of The Maples of Novi, Maple Greens, including the By-Laws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded and amended as aforesaid, is hereby ratified, confirmed and redeclared.

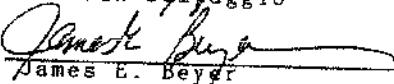
Dated this 5th day of November, 1991.

Witnesses:

THE MAPLE GROUP/NOVI, INC.,
a Michigan corporation,

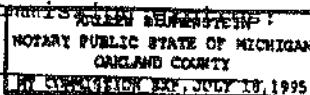
By 
Sam Blumenstein, President

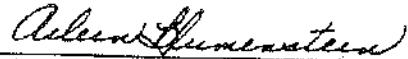

Deborah Selvaggio


James E. Beyer

STATE OF MICHIGAN)
COUNTY OF OAKLAND) SS.
)

On this 5th day of November, 1991, before me personally appeared Sam Blumenstein, President of THE MAPLE GROUP/NOVI, INC., a Michigan corporation, personally known to be the person described in and who executed the foregoing Fifth Amendment to Master Deed of The Maples of Novi, Maple Greens, on behalf of the corporation.

My commission # 
NOTARY PUBLIC STATE OF MICHIGAN
OAKLAND COUNTY
MY COMMISSION EXPIRES JULY 18, 1995


Notary Public, 
County, Michigan

Drafted by and when recorded, return to:

Robert Friedman, Esq.
Friedman and Friedman, P.C.
29777 Telegraph Rd., #2401
Southfield, Mi. 48034
(313) 353-6760

NOTE.—THE ASTERISK (*) AS SHOWN IN THE SHEET INDEX INDICATES AIMED OR ARE NEW SHEETS WHICH ARE REVISED. DATED OCT 21, 1960 THESE SHEETS WITH THIS SUBMISSION ARE TO REPLACE OR BE SUPPLEMENTAL SHEETS TO THOSE PREVIOUSLY RECEIVED.

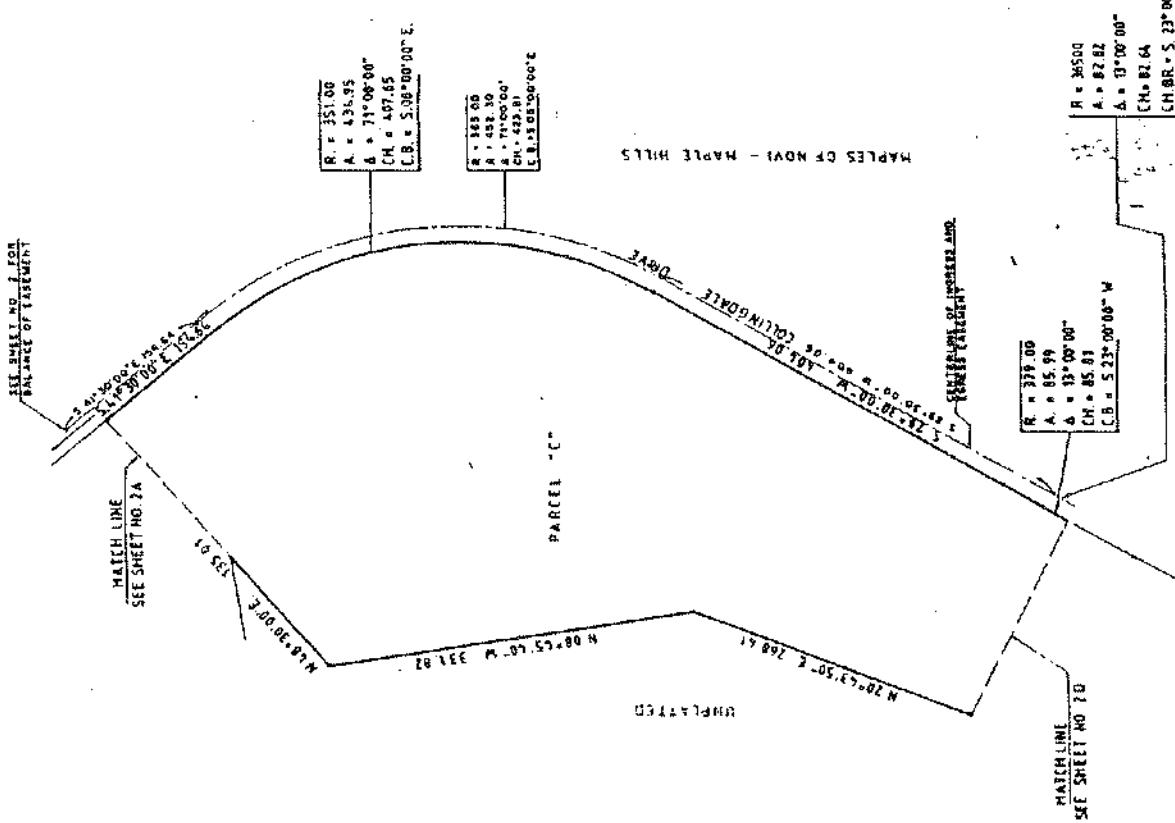
REPLAT NO. 4
OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN
EXHIBIT "B" TO THE AMENDED MASTER DEED OF
THE MAPLES OF NOVI, MAPLE GREENS
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

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113

OCT 21 1991		PROPOSED	
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NOTE:
SEE SHEET NO. 2 FOR NOTES AND CERTIFICATE

PROPOSED	
THE MAPLES OF NOVI, MAPLE GREENS	
SURVEY PLAN	
REVISED	10/11/1981
BY	REVISOR
LAW SURVEYING & LAND MEASURING CO., INC.	
1000 N. GRANGE AVENUE, CHICAGO, ILLINOIS 60626	
TELEPHONE 312-222-1212	



MAPLES OF NOVI - MAPLE HILLS

PARCEL "1"

10 ACRES

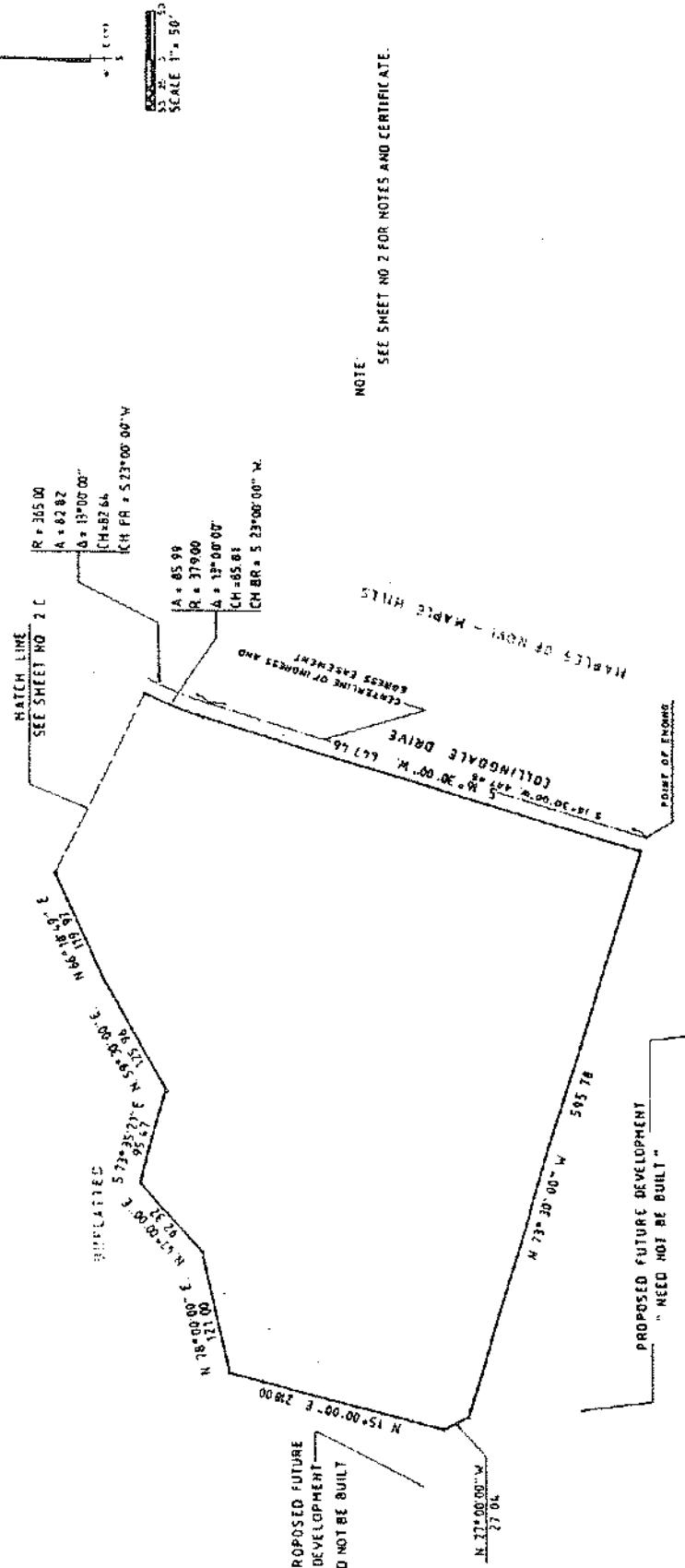
3.00, 00, 00, 00

OPEN SPACE

1000 N. GRANGE AVENUE, CHICAGO, ILLINOIS 60626

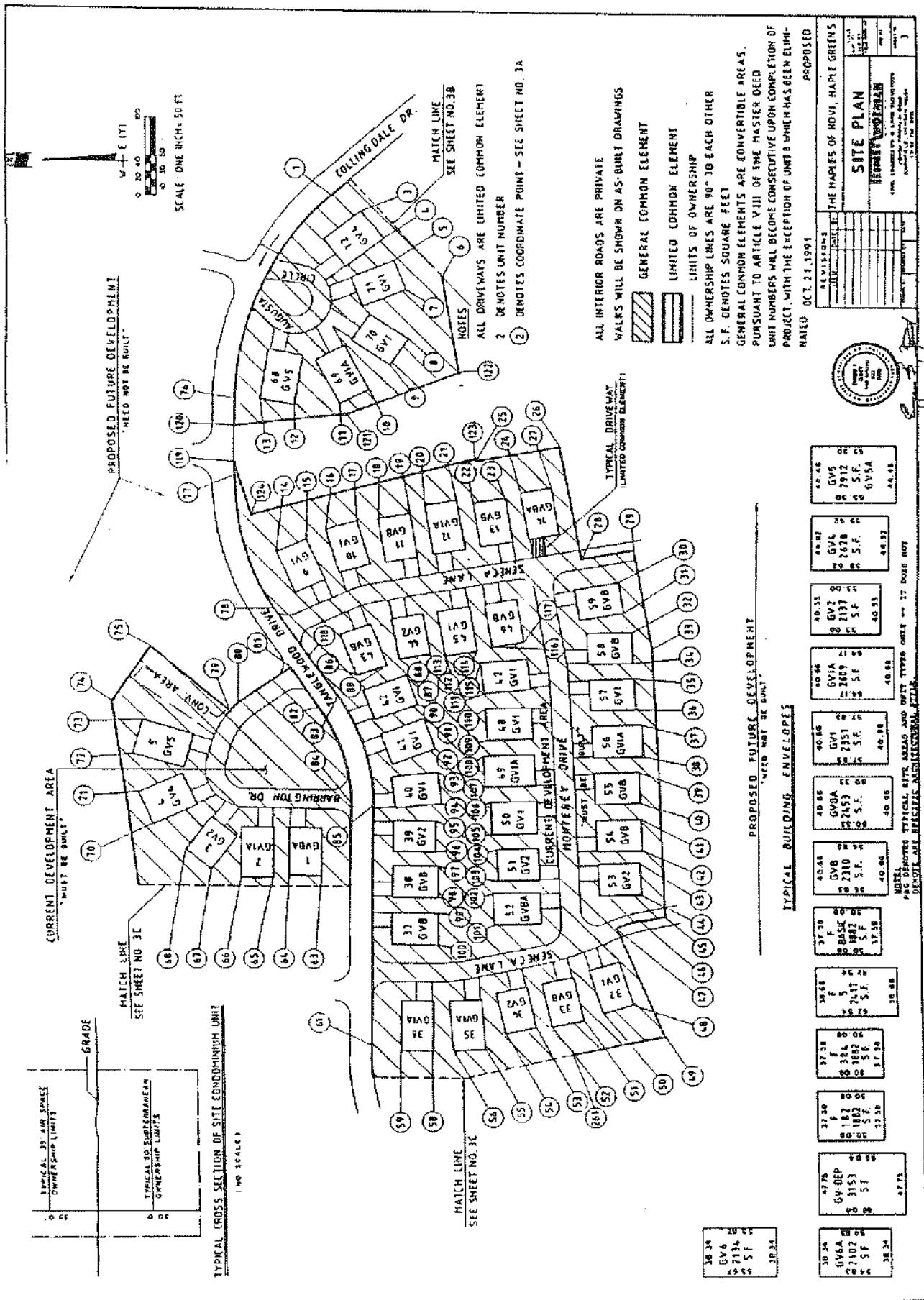
TELEPHONE 312-222-1212

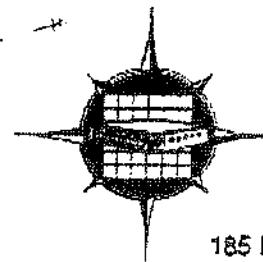
HATCH LINE
SEE SHEET NO. 2B



PROPOSED	
THE MAPLES ON HORN, MAPLE GREENS	
DESCRIPTION	POINT NO.
LINE	1
ANGLE	2
DISTANCE	3
SURVEY PLAN	
REPORT NUMBER 44	
From Surveyor to Client: [Signature]	
Date: [Signature]	
Scale: 1" = 50'	







Philip F. Greco TITLE COMPANY

185 Elizabeth Lake Rd. • Pontiac, Michigan 48341 • (313) 933-3090

October 14, 1992

Cornelius P. and Elizabeth A. Kenney
31106 Seneca Lane
Novi, MI

RE: Commitment No.: 63-654291
Our Insured: Cornelius and Elizabeth Kenney
Legal: Unit 19, The Maples of Novi, Maple Greens Condo

To whom it may concern:

Please be advised that we are in receipt of sufficient documentation to eliminate Item No. 4 of the general exceptions regarding construction liens from the above captioned commitment.

The final policy will be issued without taking exceptions to construction liens not of record (as a result of contracts emanating from Maple Group/Novi, Inc.).

NOTE: Item no's. 4 and 5 will not show as exceptions on the policy to be issued pursuant to the above referenced commitment.

Very Truly Yours,

PHILIP F. GRECO TITLE COMPANY


Robert E. Soave
Office Manager

RES/glr

COPY

SEVENTH AMENDMENT TO MASTER DEED
OF THE MAPLES OF NOVI, MAPLE GREENS

The Maple Group/Novi, Inc., a Michigan corporation, the address of which is 7001 Orchard Lake Road, Suite 130, West Bloomfield, Michigan 48322, being the developer of The Maples of Novi, Maple Greens, a Condominium Project established pursuant to the Master Deed thereof, recorded on August 23, 1989, in Liber 11034, Pages 636 through 677, First Amendment recorded on July 23, 1990, in Liber 11428, Pages 891 through 901, Oakland County Records, Second Amendment recorded on October 23, 1990, in Liber 11607, Pages 465-474, Third Amendment recorded on November 15, 1990, in Liber 11635, Pages 778 through 798, Oakland County Records, Fourth Amendment recorded on December 11, 1990, in Liber 11666, Pages 755-759, Oakland County Records, Fifth Amendment recorded on November 14, 1991, in Liber 12179, Pages 156-167, Oakland County Records, Sixth Amendment recorded on December 20, 1991, in Liber 12246, Pages 050-066, Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 628, hereby amends the Master Deed of The Maples of Novi, Maple Greens, pursuant to the authority reserved in Article VI thereof enlarging the Condominium Project from 124 Units to 146 Units by the addition of the land described in Paragraph 1 below. Upon the recording of this Amendment in the office of the Oakland County Register of Deeds, said Master Deed and Exhibit B thereto shall be amended in the following manner:

1. The following land shall be added to the Condominium Project by this Amendment:

ADDED LAND TO PARCEL "B"

AS 27 PA

A PARCEL OF LAND LOCATED IN PART OF THE N.E. 1/4 OF SECTION 2 T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT DISTANT N. 89°00'02" W. ALONG THE NORTH LINE OF SAID SECTION 2, 95.00 FEET AND S. 01°00'00" W. 385.32 FEET AND N. 89°00'00" W. 24.84 FEET AND 192.07 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 310.00 FEET, A CENTRAL ANGLE OF 35°30'00", A CHORD LENGTH OF 189.02 FEET, AND A CHORD BEARING OF S. 73°15'00" W. AND S. 55°30'04" W. 73.52 FEET AND S. 34°30'00" E. 14.00 FEET AND N. 55°30'04" E. 73.62 FEET AND 182.43 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 269.00 FEET, A CENTRAL ANGLE OF 35°18'43", A CHORD LENGTH OF 179.55 FEET, AND A CHORD BEARING OF N. 73°20'38" E. AND S. 89°00'00" E. 17.00 FEET AND S. 73°39'33" W. 71.69 FEET AND S. 15°11'09" E. 362.66 FEET FROM THE N.E. CORNER OF SAID SECTION 2; THENCE FROM SAID POINT OF BEGINNING OF SAID PARCEL "B" ADDITION S. 15°11'07" E 71.96 FEET; THENCE S. 01°43'43" W. 497.23 FEET; THENCE S. 71°41'51 W. 136.93 FEET; THENCE N. 70°26'38" W. 538.16 FEET; THENCE N. 36°26'11" W. 80.62 FEET; THENCE S. 72°37'09" W. 76.50 FEET; THENCE N. 01°01'41" E. 156.16 FEET; THENCE N. 67°30'00" E. 154.00 FEET; THENCE S. 22°30'00" E. 3.00 FEET; THENCE 33.12 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 165.00 FEET; A CENTRAL ANGLE OF 11°30'00", A CHORD LENGTH OF 33.06 FEET AND A CHORD BEARING OF S. 16°45'00" E.; THENCE S. 11°00'00" E. 29.83 FEET; THENCE N. 88°00'00" E. 347.40 FEET; THENCE N. 80°00'00" E. 130.00 FEET; THENCE N. 10°00'00" W. 67.79 FEET; THENCE N. 80°00'00" E. 148.00 FEET; THENCE N. 10°00'00" W. 110.00 FEET; THENCE N. 80°00'00" E. 2.66 FEET TO THE POINT OF BEGINNING CONTAINING 5.41 ACRES OF LAND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

AS 92 NE 27 PA 32

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GRECO

2. Amended Sheets 1, 2, 2A, 2B, 2E, 3, 3A, 3E, 4, 5 and 5D of the Condominium Subdivision Plan of The Maples of Novi, Maple Greens, as attached hereto, shall replace and supersede or be supplemental to Sheets 1, 2, 2A, 2B, 3, 3A, 4, and 5 of the Condominium Subdivision Plan of The Maples of Novi, Maple Greens, as originally recorded and amended, and the said originally recorded and amended sheets shall be of no further force or effect. The legal description of the Condominium Premises contained on said Amended Sheet 1 shall replace and supersede the description of said Premises contained in Article II of the originally recorded Master Deed.

In all respects, other than as hereinabove indicated, the original Master Deed of The Maples of Novi, Maple Greens, including the By-Laws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded and amended as aforesaid, is hereby ratified, confirmed and redeclared.

Dated this 24th day of August, 1992.

Witnesses:

THE MAPLE GROUP/NOVI, INC.,
a Michigan corporation,

Larry Blumenstein
Larry Blumenstein
James E. Goyer
James E. Goyer

By Sam Blumenstein,
Sam Blumenstein, President

STATE OF MICHIGAN)
COUNTY OF OAKLAND) SS.

On this 24th day of August, 1992, before me personally appeared Sam Blumenstein, President of THE MAPLE GROUP/NOVI, INC., a Michigan corporation, personally known to be the person described in and who executed and acknowledged the foregoing Seventh Amendment to Master Deed of The Maples of Novi, Maple Greens, on behalf of the corporation.

My commission expires:
LYNDA MARIE STEFANSKY
NOTARY PUBLIC, OAKLAND COUNTY, MICH.
MY COMMISSION EXPIRES 11-25-93

Lynda Marie Stefansky
Notary Public,
County, Michigan

Drafted by and when
recorded, return to:

Robert Friedman, Esq.
Friedman and Friedman, P.C.
29777 Telegraph Rd., #2401
Southfield, Mi. 48034
(313) 353-6760

PARCEL # (50)-22-02-200-019 (Parcel)

2. Amended Sheets 1, 2, 2A, 2B, 2E, 3, 3A, 3E, 4, 5 and 5D of the Condominium Subdivision Plan of The Maples of Novi, Maple Greens, as attached hereto, shall replace and supersede or be supplemental to Sheets 1, 2, 2A, 2B, 3, 3A, 4, and 5 of the Condominium Subdivision Plan of The Maples of Novi, Maple Greens, as originally recorded and amended, and the said originally recorded and amended sheets shall be of no further force or effect. The legal description of the Condominium Premises contained on said Amended Sheet 1 shall replace and supersede the description of said Premises contained in Article II of the originally recorded Master Deed.

In all respects, other than as hereinabove indicated, the original Master Deed of The Maples of Novi, Maple Greens, including the By-Laws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded and amended as aforesaid, is hereby ratified, confirmed and redeclared.

Dated this 24th day of August, 1992.

Witnesses:

THE MAPLE GROUP/NOVI, INC.,
a Michigan corporation,

Larry Jettrest
Larry Jettrest
James E. Dwyer
James E. Dwyer

By Sam Blumenstein,
Sam Blumenstein, President

STATE OF MICHIGAN }
 SS.
COUNTY OF OAKLAND }

On this 24th day of August, 1992, before me personally appeared Sam Blumenstein, President of THE MAPLE GROUP/NOVI, INC., a Michigan corporation, personally known to be the person described in and who executed and acknowledged the foregoing Seventh Amendment to Master Deed of The Maples of Novi, Maple Greens, on behalf of the corporation.

My commission expires:
LYNDA MARIE STEFANSKY
NOTARY PUBLIC - OAKLAND COUNTY, MICH.
MY COMMISSION EXPIRES 11-25-95

Lynnda Marie Stefansky
Notary Public, _____
County, Michigan

Drafted by and when
recorded, return to:

Robert Friedman, Esq.
Friedman and Friedman, P.C.
29777 Telegraph Rd., #2401
Southfield, Mi. 48034
(313) 353-6760

PARCEL # (50)-22-02-200-019 (Parcel)

REPLAT NO. 6
OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN
EXHIBIT "B" TO THE AMENDED MASTER DEED OF
THE MAPLES OF NOVI, MAPLE GREENS
CITY OF NOVI . OAKLAND COUNTY, MICHIGAN

SUBMITTED
JAMES WOLFE & ASSOC.
3655 FRANKLIN RD.
SOUTHBEND, MI 49085

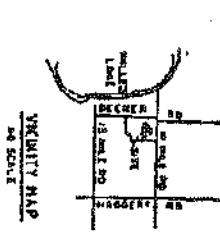
THE MAPLE GROUP INC.
A PHENOMENAL
1901 BECHARD LAKE RD. SUITE 130
JEROME BORNSFIELD, TOWNSHIP MICH. 49322

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- | | |
|------|----------------|
| W-7 | TITLE PAGE |
| W-2 | SURVEY PLAN |
| W-3A | SURVEY PLAN |
| W-2B | SURVEY PLAN |
| W-2C | SURVEY PLAN |
| W-2D | SURVEY PLAN |
| W-2E | SURVEY PLAN |
| W-3 | SITE PLAN |
| W-4A | CONCRETE PLANS |
| W-4C | SITE PLANS |
| W-5C | SITE PLAN |
| W-5D | SITE PLAN |
| W-5E | SITE PLAN |
| W-4 | COMPOSITE PLAN |
| W-5 | UTILITY PLAN |
| W-6 | UTILITY PLAN |
| W-7B | UTILITY PLAN |
| W-8C | UTILITY PLAN |
| W-9 | UTILITY PLAN |

NOTE: THE ASTERISKS (*) AS SHOWN IN THE SHEET INDEX INDICATES ATTACHED OR ARE NEW SHEETS WHICH ARE REVISED. DATED AUGUST 17, THESE THREE SHEETS WHICH THIS SUBMISSION ARE TO APPEND OR BE SUPPLIED.

AUGUST 17, 1982		PROPOSED	
AUGUST 17, 1982		ONE MAPLES OR NOVA MAPLE GREENS	
TITLE	PAGE	TITLE	PAGE
MAPLES	1	MAPLE GREENS	1



VELOCITY MAP
as shown

1/4 MILE RD.

NORTH LINE, SEC. 2 — LIMESIDE RD.

X 87° 00' 00" N.

NE CORNER, SEC. 2

END OF TANGENT

END OF TANGENT

114.8 E.

SURVEYOR'S CERTIFICATE:
E. EUGENE F. ZEMET, REGISTERED LAND SURVEYOR OF

THE STATE OF MICHIGAN, HEARTLY CERTIFY,
THAT THE SUBDIVISION ON AN OWNERS AS BANGLAND
COUNTY HOMOCOMMUN SUBDIVISION PLAN NO. 421, AS
SHOWN ON THE ACCOMPANYING DRAWINGS, REFLECTS

A SURVEY ON THE GROUND, IN ACCORDANCE WITH MY DIRECTIONS,
THAT THERE ARE NO EXISTING ENCROACHMENTS UPON

THE LANDS;
THAT THE REQUIRED MONUMENTS AND LINE MARKERS HAVE

NOT BEEN LOCATED IN THE ASBUND AS REQUIRED BY
LAWES PROMULGATED UNDER SECTION 142 OF ACT

NUMBER 59 OF THE PUBLIC ACTS OF 1978;
THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE
LIMITS REQUIRED BY LAWS PROMULGATED UNDER
SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS

OF 1978;
THAT THE BEARINGS AS SHOWN ARE NOTED ON SURVEY
PLAN AS SECURED BY THE BULES PUBLISHED
UNDER SECTION 142 OF ACT NUMBER 59 OF PUBLIC
ACTS OF 1978.

AMOUNT 17, 1992

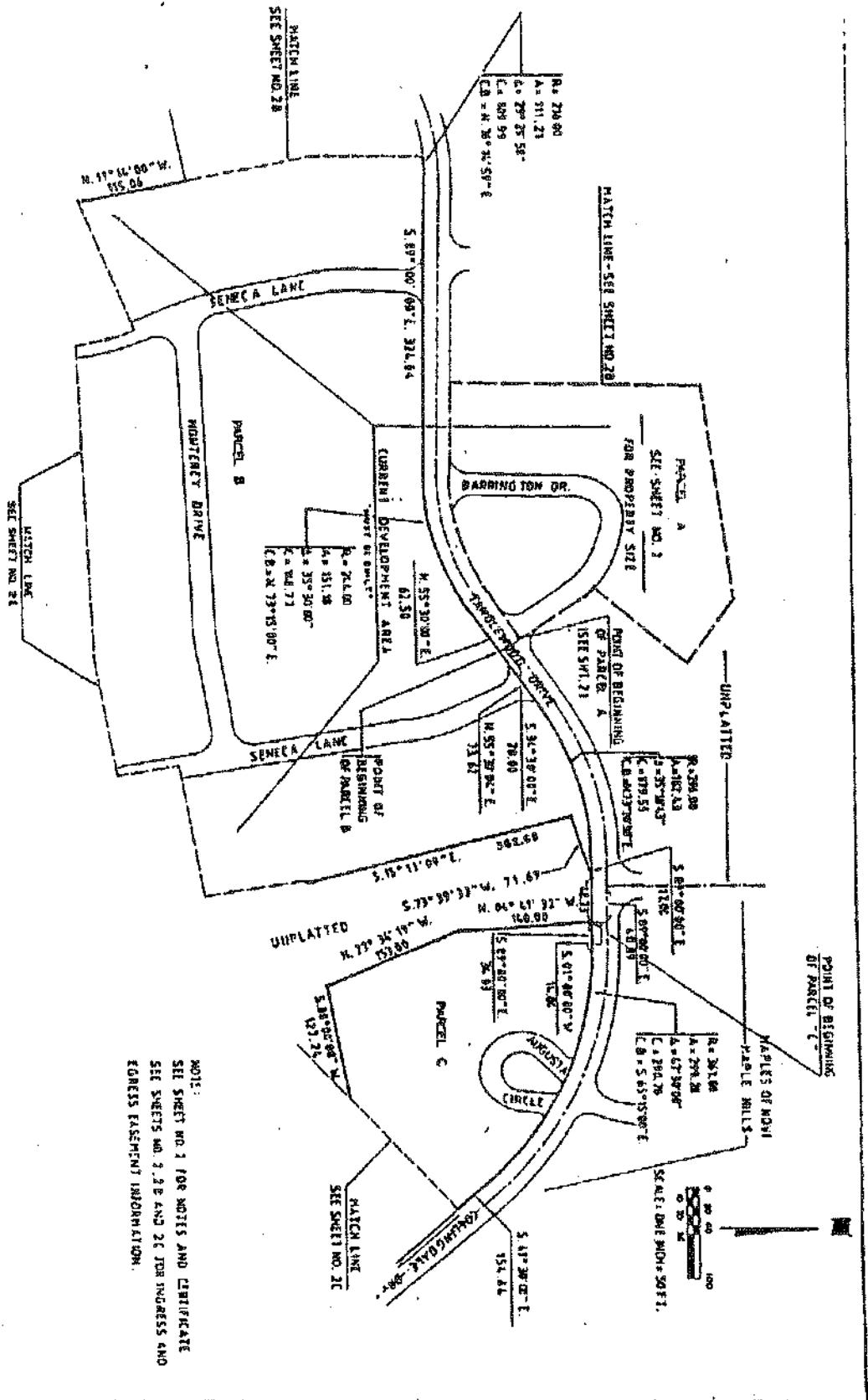
E. F. Zemet

EUGENE F. ZEMET
REGISTERED LAND SURVEYOR
REGISTRATION NUMBER 9189
ZEMET, WOLNAK & ASSOC.
201450 FRANKLIN ROAD
SOUTHPFIELD, MICHIGAN 48075

MATCH LINE - SEE SHEET NO. 20

41° 12' 45" S. E. 41° 41' 45"

41° 12' 45" S. E. 41° 4



AUGUST 15, 1942		PROPOSED
RECEIVED 1942 1942		THE NAMES OF NOV. PAROLE GRANTERS
		SURVEY PLAN
		RECEIVED

COURT DATA					
PARCEL	SECTIONS	ACRES	PARCELS	ACRES	SHEDDADAWING
111	116.00	116.00	117.00	117.00	117.00
112	150.00	150.00	151.00	151.00	151.00
120	100.00	100.00	101.00	101.00	101.00
121	100.00	100.00	102.00	102.00	102.00
143	100.00	100.00	144.00	100.00	100.00
144	100.00	100.00	145.00	100.00	100.00
145	100.00	100.00	146.00	100.00	100.00
147	100.00	100.00	148.00	100.00	100.00

PROPOSED FUTURE DEVELOPMENT

NEED NOT BE BUILT

SCALE: 1" = 50'

25' 0"

16.03° 15' 30" E. 436.9'

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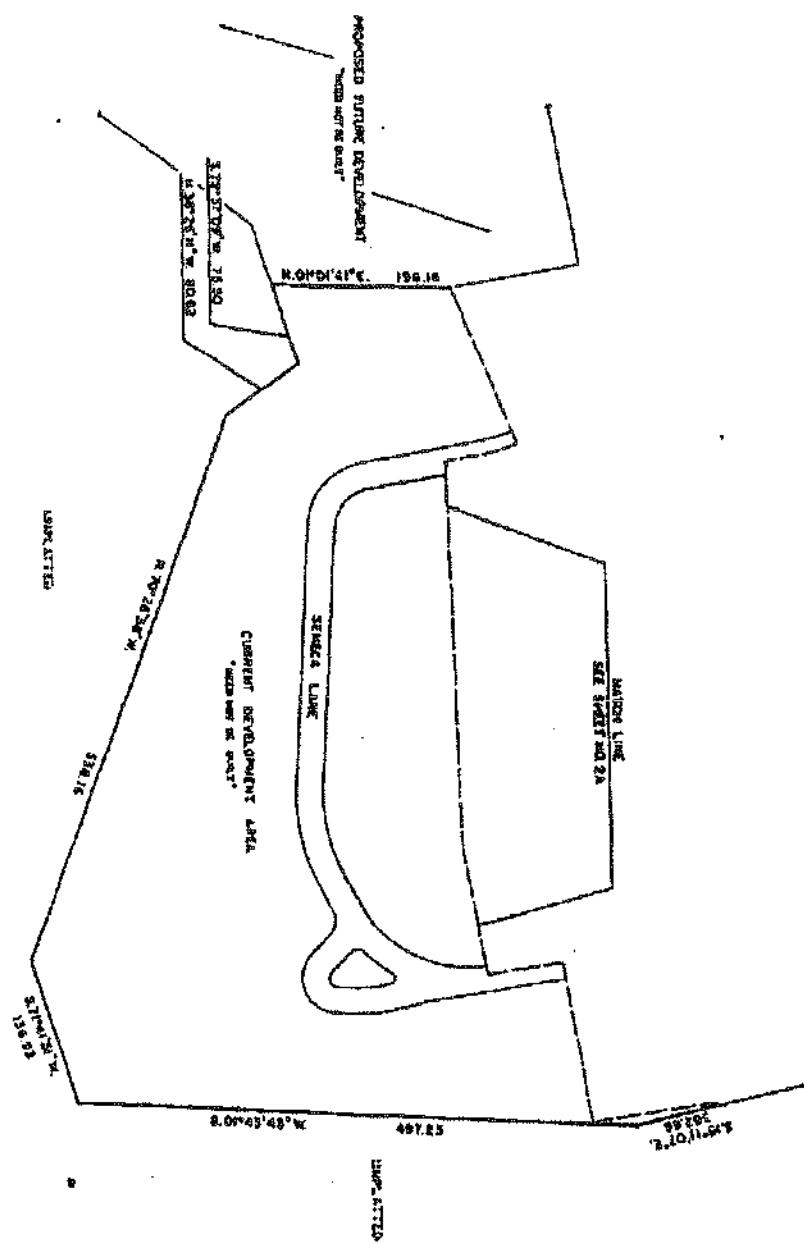
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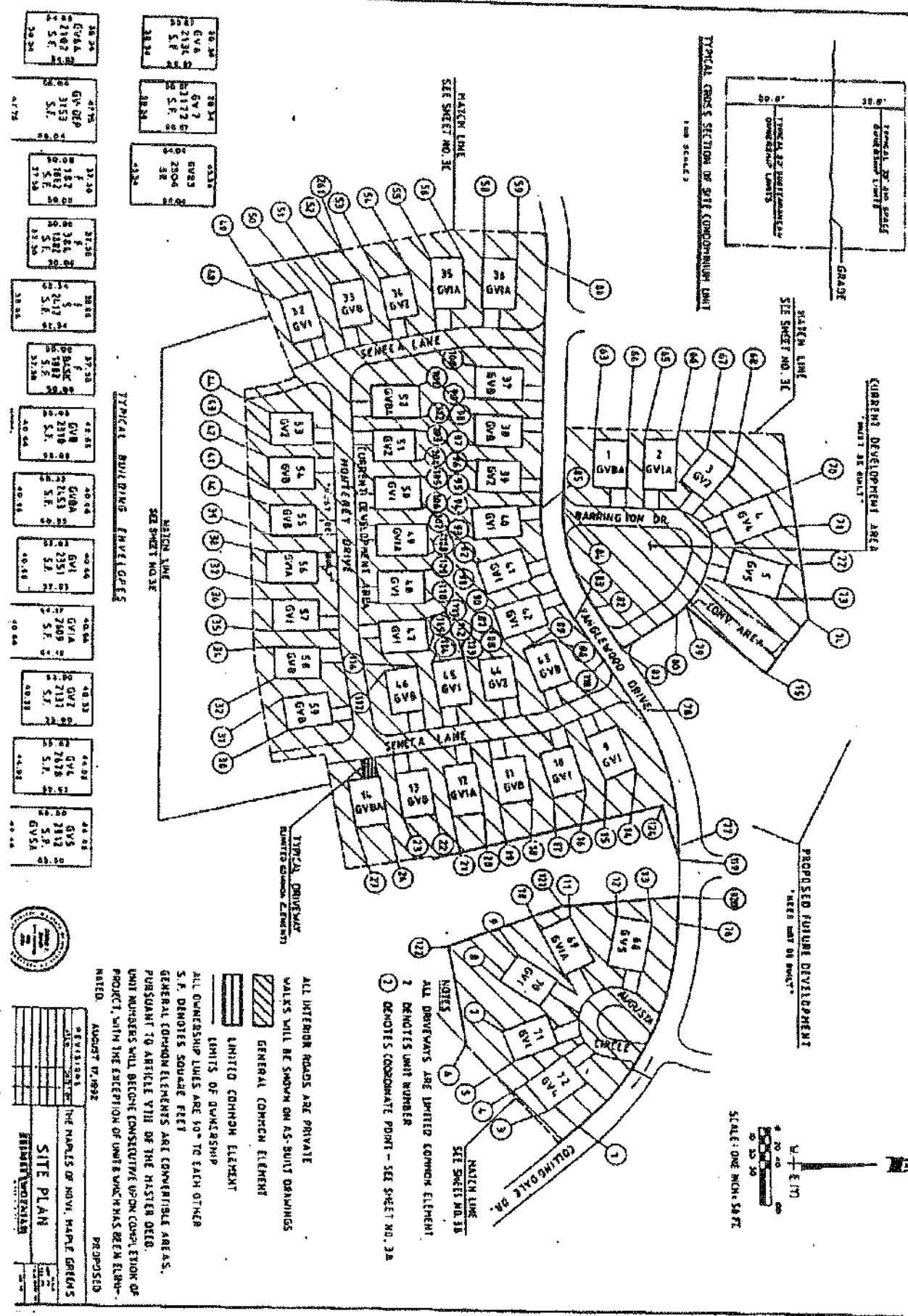
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NOTE.
SEE SHEET NO 2 FOR NOTES AND CERTIFICATE
SEE SHEETS NO 1,2,3 AND 2C FOR ADDRESS AND
EGRESS ELEMENT INFORMATION.

AUGUST 11, 1932		PROPOSED
REVISION 1		THE NAMES OF NO. 16
NAME	SURVEY	MAPLE GREENS
		SURVEY PLAN
FEDERAL BUREAU OF INVESTIGATION		



COORDINATE VALUES			COORDINATE VALUES			COORDINATE VALUES			COORDINATE VALUES			COORDINATE VALUES			COORDINATE VALUES			
PT.	NORTH	EAST	PT.	NORTH	EAST	PT.	NORTH	EAST	PT.	NORTH	EAST	PT.	NORTH	EAST	PT.	NORTH	EAST	
1	4371.06	3645.59	14	4853	4763	57	4345	3614	124	3788	3177	173	5225	5186	215	4183	4647	252
2			15			88	4353	2605	131	3777	3148	174	5228	5045	216	4149	4627	254
3	4489	2647	44			39	4368	2616	112	3915	3158	175	4282	5047	217	4116	4612	255
6	4312	2612	47			94	4391	2605	133	3644	3159	176	4315	5025	218	4122	4633	255
5	4359	2586	48	4668	4620	91	4325	4941	135	3604	3125	173	4229	5012	219	4137	4623	256
8	4303.49	2555.42	49	4628.32	4578.31	92	4310	4814	125	3949	3168	174	4259	5113	220	4139	4623	257
7	4343	2514	50	4698	4691	93	4308	4919	136	3957	3151	179	4243	5088	221	4139	4623	258
9	4362	2508	52	4718	4593	94	4365	4811	137	3968	3135	180	4289	4923	222	4153	4723	259
10	4398	2524	53	4709	4589	95	4311	4956	128	3617	3103	181	4295	4919	223	4149	4739	
11	4426	2396	54	4228	4581	97	4381	4798	108	5004	3195	183	4397	4614	225	4201.19	5049.97	
12	4384	2313	55	4753	4561	98	4309	4757	161	4168	3168	181	4461	4811	226	4222.17	5047.00	263
13	4324	2168	56	4284	4578	99	4368	4797	162	4110	3161	185	4412	4604	227	4231.34	5077.53	264
16	4306	2283	57			100	4359	4806	163	4182	3194	186	4223	4613	228	4226.35	5019.63	265
15	4348	2126	58	4339	4534	101	4239	4722	114	4239	3129	187	4338	4618	229	4222.59	5053.10	266
18	4345	2133	59	4346	4558	102	4241	4763	165	4252	3154	188	4335	4629	230	4238.61	5078.43	267
17	4366	2124	60			103	4231	4679	114	4288	3183	189	4342	4625	231	4164.62	5056.61	268
16	4338	2127	61	4395.73	4510.94	104	4236	4628	117	4281	3163	190	4349	4629	232	4325.12	5089.93	269
19	4318	2251	62			105	4242	4619	118	4278	3138	191	4306	4625	233	4248.25	5068.69	270
48	4322	2246	63	4454	4686	106	4213	4688	169	4351	3185	192	4425	4611	234	4261.62	5061.86	271
21	4282	2172	64	4681	4621	107	4258	4698	159	4273	3177	193	4441	4607	235	4240.72	5091.67	
22	4261	2149	65	4518	4593	108	4238	4614	151	4216	3175	194	4492	4625	236	4248.77	5019.85	
23	4271	2215	66	4555	4692	109	4275	4698	152	4180	3184	195	4504	4657	237	4243.96	5059.23	
24	4202	2281	67	4577	4692	110	4246	4782	163	4175	3153	196	4522	4635				
25			68	4521	4518	111	4212	4721	151	4186	3147	197	4550	4685				
26			69			112	4296	4769	155	4158	3189	198	4548	4616	214	4522.68	4645.55	
27	4182	2190	70	4665	4631	113	4314	4702	156	4164	3123	199	4505	4668	215	4329.16	5030.42	
28			71	4381	4691	114	4245	4782	157	4118	3187	200	4381	4697	216	4339.68	5031.67	
29			72	4694	4641	115	4251	4761	158	4176	3176	201	4393	4513	217	4328.88	4611.92	
30	4271	2168	73	4678	4696	116	4237	4742	159	4167	3162	202	4412	4650	218	4346.97	4629.17	
31	4268	2125	74	4712.43	3701.17	117	4196	4709	160	4096	3172	203	4433	4650	219	4344.25	4692.97	
32	4261	1993	75	4461.46	3981.35	118	4471.34	2681.12	161	4642	7132	204	4636	4628	220	4277.96	4628.91	
33	4235.67	2088.65	76	4558.76	3740.52	119	4580.13	3714.79	152	4385	7115	205	4613	4657	221	4248.86	4601.93	
34	4259	2043	77	4546.46	3701.78	120	4559.36	3761.56	163	4242	7178	206	4670	4695	222	4310.86	4694.04	
35	4251	2021	78	4569.61	3720.74	121	4519.83	3718.89	164	4382	7184	207	4551	4625	223	4296.54	4691.30	
36	4256	2081	79	4568.52	4695.36	122	4573.82	3746.17	165	4615	7220	208	4521	4713	224	4229.66	4669.10	
37	4218	4982	80	4542.72	3713.23	123	4580.13	3714.79	166	4211	7638	209	4605	4700	225	4245.01	4744.16	
38	4217	4512	81	4496.37	4653.73	124	4514.00	4758.58	167	3681	7163	210	4455	4710				
39	4251	6271	82	4524.81	4681.73	125	4575	2546	168	3686	7168	211	4332	4697				
40	4253	6281	83	4431.42	3711.46	126	3595	2554	169	3628	7175	212	4277.96	4628.91				
41	4257	6260	84	4412.42	4675.61	127	3616	2549	170	3655	7174	213	4279	4437				
42	4251	6270	85	4398.66	4625.35	128	3636	2542	171	3834	7170	214	4276	4676				



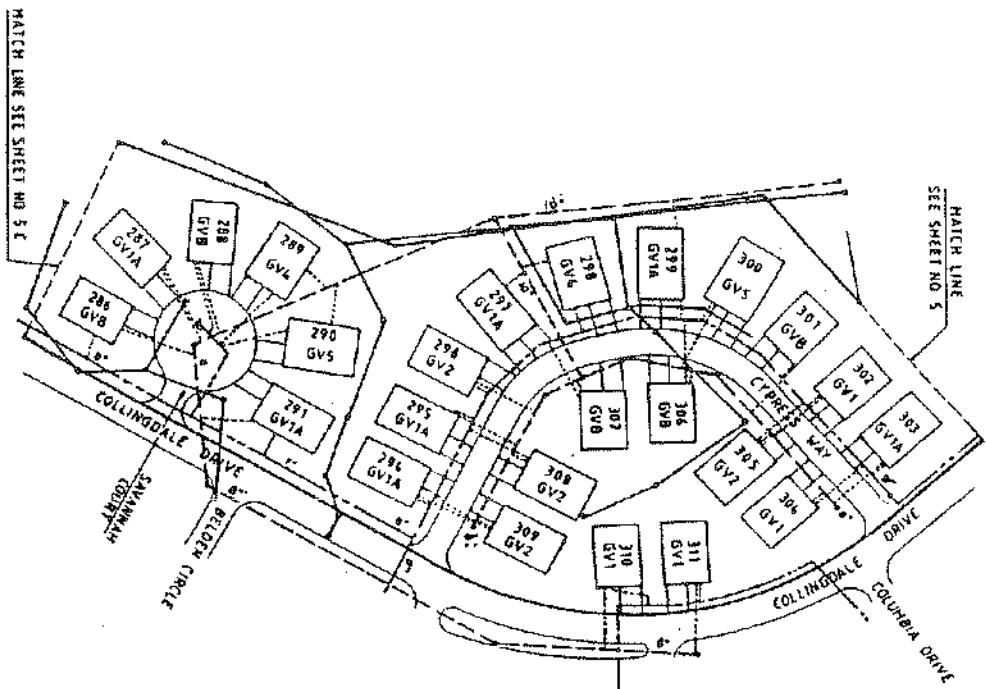
PROPOSED

ADDITIONAL

THE MAPS OF NEW MAPPE CORDEN

COORDINATE PLATE

1954



SECT. 21, 1991

PROPOSED

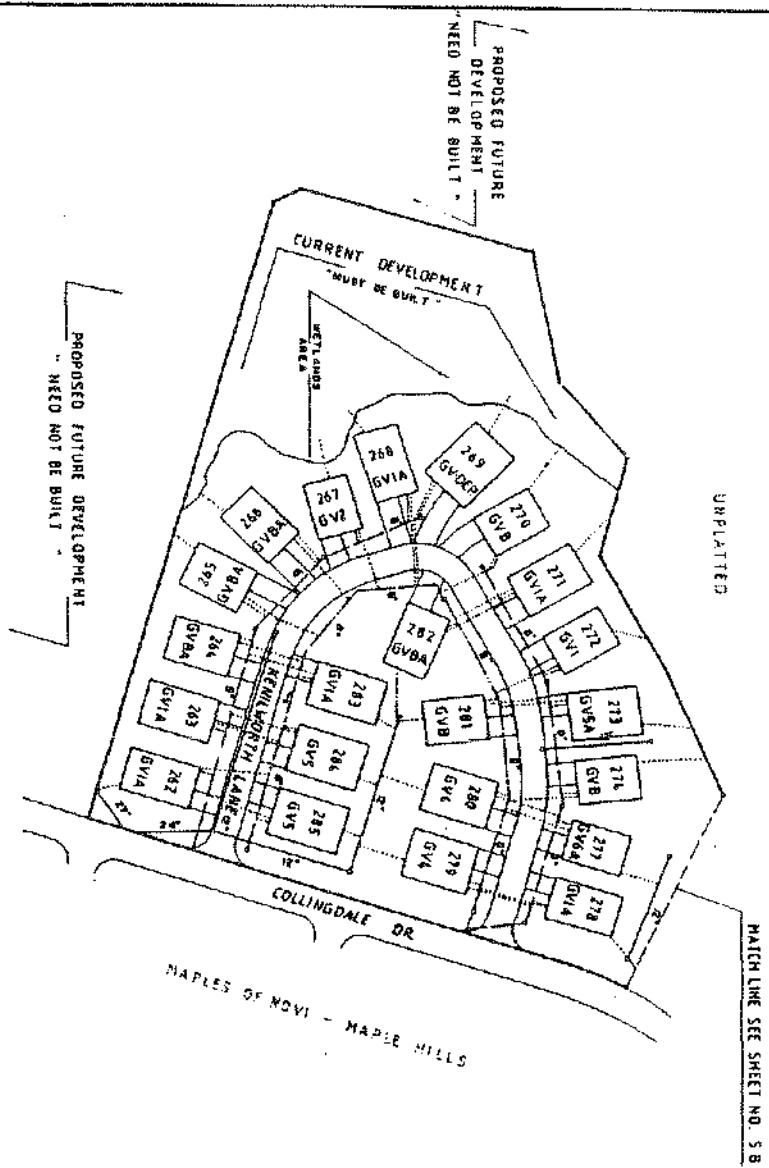
NOTE:
SEE SHEET NUMBER 5 FOR NOTES AND LEGEND

REVISIONS		THE PLATES OF ROAD, MAPS & GRIDS	
THE PLATES OF ROAD, MAPS & GRIDS		THE PLATES OF ROAD, MAPS & GRIDS	
1	2	3	4
5	6	7	8
9	10	11	12

UTILITY PLAN

REVISIONS

SCALE: 1" = 50'



MATCH LINE SEE SHEET NO. 58

SCALE: 1" = 50'

NOTE.—
SEE SHEET NUMBER 5 FOR NOTES AND LEGEND.

REVISIONS		PRE-HAPLES OF HOWL, HAPLE GREENS, THE SITES	
		PROPOSED	
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LIBER 12246 PAGE 58-66

SIXTH AMENDMENT TO MASTER DEED
OF THE MAPLES OF NOVI, MAPLE GREENS

The Maple Group/Novi, Inc., a Michigan corporation, the address of which is 7001 Orchard Lake Road, Suite 130, West Bloomfield, Michigan 48322, being the developer of The Maples of Novi, Maple Greens, a Condominium Project established pursuant to the Master Deed thereof, recorded on August 23, 1989, in Liber 11034, Pages 636 through 677, First Amendment recorded on July 23, 1990, in Liber 11428, Pages 891 through 901, Oakland County Records, Second Amendment recorded on October 23, 1990, in Liber 11607, Pages 465-474, Third Amendment recorded on November 15, 1990, in Liber 11635, Pages 778 through 798, Oakland County Records, Fourth Amendment recorded on December 11, 1990, in Liber 11666, Pages 755-759, Oakland County Records, Fifth Amendment recorded on November 14, 1991, in Liber 12179, Pages 156-167, Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 628, hereby amends the Master Deed of The Maples of Novi, Maple Greens, pursuant to the authority reserved in Article VI thereof enlarging the Condominium Project from 118 Units to 124 Units by the addition of the land described in Paragraph 1 below. Upon the recording of this Amendment in the office of the Oakland County Register of Deeds, said Master Deed and Exhibit B thereto shall be amended in the following manner:

1. The following land shall be added to the Condominium Project by this Amendment:

DESCRIPTION - MAPLES OF NOVI - MAPLE GREEN
UNITS 256-261 INCLUDED ON SANDALWOOD CIRCLE

GRECO

A PARCEL OF LAND LOCATED IN PART OF THE N.E. 1/4 OF SECTION 2 AND PART OF THE N.W. 1/4 OF SECTION 1 T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT DISTANT N. 89°00'02" W. ALONG THE NORTH LINE OF SAID SECTION 2, 95.00 FEET AND S. 01°00'00" W. 385.32 FEET AND S. 89°00'00" E. 40.89 FEET AND S. 01°00'00" W. 14.00 FEET AND S. 89°00'00" E. 34.03 FEET AND 299.28 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 361.00 FEET, A CENTRAL ANGLE OF 47°30'00", A CHORD LENGTH OF 290.78 FEET AND A CHORD BEARING OF S. 65°15'00" E. AND S. 41°30'00" E. 154.64 FEET AND 434.95 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 351.00 FEET, A CENTRAL ANGLE OF 71°00'00", A CHORD LENGTH OF 407.65 FEET AND A CHORD BEARING OF S. 06°00'00" E. AND S. 29°30'00" W. 404.06 FEET AND 85.99 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 379.00 FEET, A CENTRAL ANGLE OF 13°00'00", A CHORD LENGTH OF 85.81 FEET AND A CHORD BEARING OF S. 23°00'00" W. AND S. 16°30'00" W. 447.46 FEET FROM THE N.E. CORNER OF SAID SECTION 2; THENCE FROM SAID POINT OF BEGINNING S. 16°30'00" W. 60.00 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 296.00 FEET, A CENTRAL ANGLE OF 90°11'19", A CHORD LENGTH OF 419.30 FEET AND A CHORD BEARING OF S. 61°35'40" W.; THENCE N. 08°00'00" E. 127.00 FEET; THENCE N. 40°00'00" W. 198.00 FEET; THENCE N. 27°00'00" W. 166.96 FEET; THENCE S. 73°30'00" E. 595.78 FEET TO THE POINT OF BEGINNING CONTAINING 128,402 SQUARE FEET OR 2.948 ACRES MORE OR LESS. "TOGETHER WITH AND SUBJECT TO A CERTAIN DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE MAPLES OF NOVI COMMUNITY AS RECORDED IN LIBER 11034, PAGES 570 THROUGH 592, OAKLAND COUNTY RECORDS."

0906J2L

22-02-200-016

AKA 22-02-200-000 E&L

2. Amended Sheets 1, 2, 2D, 3, 3D, 4 and 5C of the Condominium Subdivision Plan of The Maples of Novi, Maple Greens, as attached hereto, shall replace and supersede Sheets 1, 2, 2D, 3, 3D, 4 and 5C of the Condominium Subdivision Plan of The Maples of Novi, Maple Greens, as originally recorded and amended, and the said originally recorded and amended sheets shall be of no further force or effect. The legal description of the Condominium Premises contained on said Amended Sheet 1 shall replace and supersede the description of said Premises contained in Article II of the originally recorded Master Deed.

In all respects, other than as hereinabove indicated, the original Master Deed of The Maples of Novi, Maple Greens, including the By-Laws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded and amended as aforesaid, is hereby ratified, confirmed and redeclared.

Dated this 17 day of December, 1991.

Witnesses:

Larry Dehner
Larry Dehner

Christina Sinacola Zurek
CHRISTINA SINACOLA ZUREK

THE MAPLE GROUP/NOVI, INC.,
a Michigan corporation,

By 
Sam Blumenstein, President

STATE OF MICHIGAN)
COUNTY OF OAKLAND) SS.

On this 17 day of December, 1991, before me personally appeared Sam Blumenstein, President of THE MAPLE GROUP/NOVI, INC., a Michigan corporation, personally known to be the person described in and who executed the foregoing Sixth Amendment to Master Deed of The Maples of Novi, Maple Greens, on behalf of the corporation.

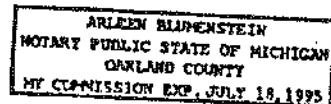
My commission expires:

7-18-95

Drafted by and when recorded, return to:

Robert Friedman, Esq.
Friedman and Friedman, P.C.
29777 Telegraph Rd., #2401
Southfield, Mi. 48034
(313) 353-6760

Aileen Blumenstein
Notary Public, Oakland
County, Michigan



REPLAT NO. 5
OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 628
EXHIBIT "B" TO THE AMENDED MASTER DEED OF
THE MAPLES OF NOVI, MAPLE GREENS
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

SURVEYOR
 ZEPHYR WOMNIK & ASSOC.
 24450 FRANKLIN RD.
 SOUTHFIELD, MI 48238

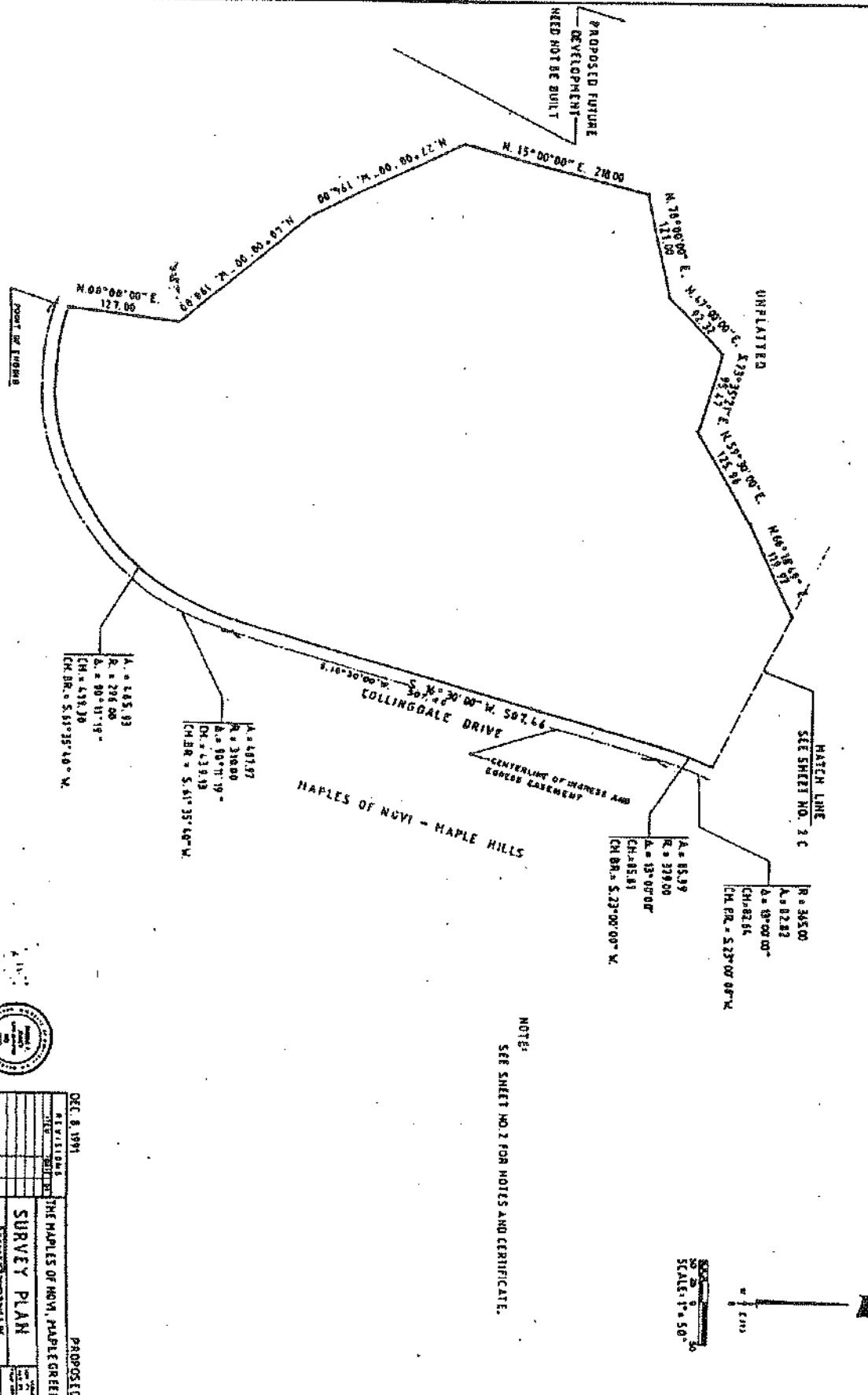
DEVELOPER
 THE MAPLE GROUP/NOVI, INC.
 A MICHIGAN CORPORATION
 7001 ORCHARD LAKE RD. SUITE 130
 WEST BIRMINGHAM TOWNSHIP, MICH. 48322

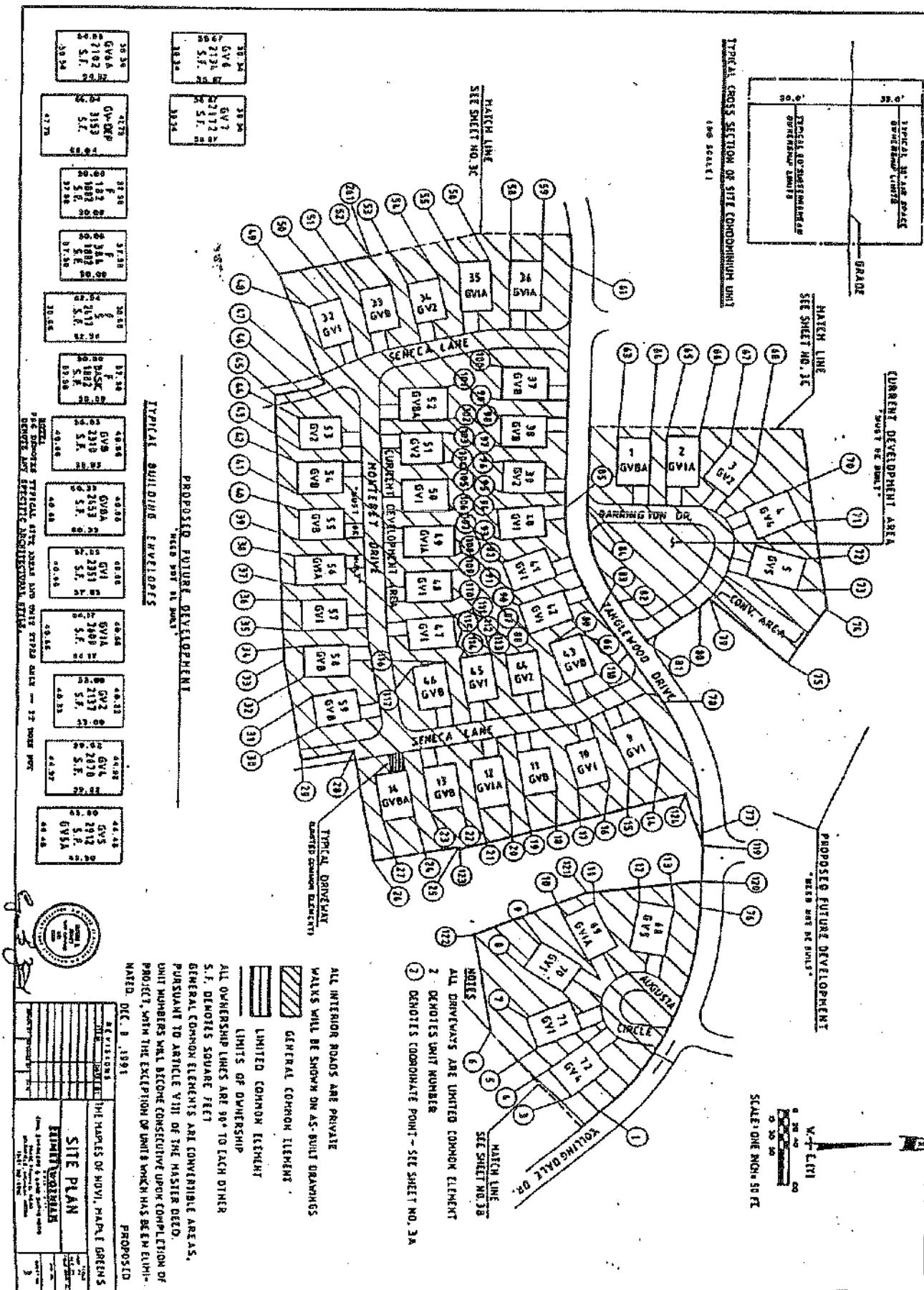
NOTE:
 THE ASTERISK (*) AS SHOWN IN THE SHEET INDEX
 INDICATES AMENDED OR ARE NEW SHEETS WHICH ARE
 REVISED, DATED OCT. 1, 1991. THESE SHEETS WITH
 THIS SUBMISSION ARE TO REPLACE OR BE SUPPLEMENTED
 TO THE PREVIOUSLY RECORDED SHEETS.

PLAT SHEET INDEX

PLAT SHEET INDEX

PLAT SHEET INDEX	REVISIONS	PROPOSED
1	THE MAPLES OF NOVI, MAPLE GREENS	
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CURVE DATA					
Turn	Radius	Adv	Central Angle	Station	Length
1	315.00	310.80	47° 30' 00"	0. 30-18-00'	200.00
2	215.00	452.30	165° 16' 43"	1. 40-00-00'	410.40
3	185.00	07.93	107° 00' 00"	2. 40-00-00'	82.00
4	110.00	625.21	107° 00' 00"	3. 40-00-00'	384.00
5	77.00	260.41	107° 00' 00"	4. 40-00-00'	196.00
6	61.00	310.21	107° 00' 00"	5. 40-00-00'	196.00
7	47.00	300.00	107° 00' 00"	6. 40-00-00'	200.00
8	30.00	320.21	107° 00' 00"	7. 40-00-00'	216.14

14 MILE ROAD

Line of proposed component

CURRENT DEVELOPMENT THAT BE BUILT

Line of proposed component

SCALE ONE MILE 200 FT.

1000 FT 500 FT 250 FT 100 FT 50 FT

1000 FT 500 FT 250 FT 100 FT 50 FT

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1000 FT 500 FT 250 FT 100 FT 50 FT

STATION	RADIUS	ARC	CENTRAL ANGLE	CHORD MEANING	CHORD
9	250.0	160.67	47°29'57" (R.B.40)	160.67	160.67
10	350.0	58.14	58°21'16" (R.B.40)	58.14	58.14
11	450.0	36.13	60°19'30" (R.B.40)	36.13	36.13
12	610.0	54.29	54°07'00" (R.B.40)	54.29	54.29
13	100.0	201.73	10°19'30" (R.B.40)	201.73	201.73
14	190.0	76.37	14°50'30" (R.B.40)	76.37	76.37
15	230.0	95.58	17°50'00" (R.B.40)	95.58	95.58
16	100.0	86.00	20°48'30" (R.B.40)	86.00	86.00
17	100.0	45.00	31°45'32" (R.B.40)	45.00	45.00

SECTION	REVISED	PROPOSED
1	LINE 1	LINE 1
2	LINE 2	LINE 2
3	LINE 3	LINE 3
4	LINE 4	LINE 4
5	LINE 5	LINE 5
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NOTES ON STREET NAMES IN FORT WORTH AND LEWISBURG

Coordinate Values		Coordinate Values				Coordinate Values				Coordinate Values										
PT	NORTH	EAST	PT	NORTH	EAST	PT	NORTH	EAST	PT	NORTH	EAST	PT	NORTH	EAST						
1	4337.00	7665.59	66	4053	6763	87	4345	7044	130	3710	7677	173	4235	5864	215	4187	6482	232	4271.12	4037.85
2			65	4023.56	6133.46	88	4353	7865	191	3777	7404	174	4270	5865	218	4150	6477	253	4319.40	6208.87
3	4600	7647	46	4032.83	6727.77	89	4368	7856	132	3815	7518	175	4282	5867	217	4140	6492	254	4322.63	6214.20
4	4372	7642	47	4086.48	6718.26	90	4331	7805	133	3818	7591	176	4315	5875	218	4177	6363	255	4279.57	6235.87
5	4359	7584	48	4046	6620	91	4325	6987	134	3880	7425	177	4329	5932	219	4117	6323	256	4160.97	6183.79
6	4301.69	7565.48	49	4028.32	6574.87	92	4310	6948	135	3910	7588	178	4359	5783	220	4150	6203	257	4133.05	6186.51
7	4363	7546	50	4106	6606	93	4308	6919	136	3937	7561	179	4443	5960	221	4130	6263	258	4288.86	6204.75
8	4361	7480	51	4128	6598	94	4304	6878	137	3948	7535	180	4499	6003	222	4141	6279	259	4336.55	6143.52
9	4364	7447	52	4169	6590	95	4311	6856	138	4047	7703	181	4395	6019	223	4191	6139			
10	4390	7414	53	4189	6589	96	4312	6816	139	4016	7516	182	4361	6042	224	4207	6076	261	4141.13	6552.37
11	4428	7396	54	4228	4581	97	4308	6798	160	4060	7505	183	4392	6048	225	4208.19	5949.97			
12	4486	7393	55	4253	6561	98	4309	6757	141	4010	7694	184	4404	6087	226	4222.47	5867.83	263	4093.73	4313.76
13	4526	7100	56	4294	6558	99	4308	6737	142	4116	7697	185	4412	6104	227	4333.34	5776.57	264	3673.19	2419.86
14	4506	7203	57			106	4308	6696	143	4192	7504	186	4423	6113	228	4328.55	5756.93	265	3804.22	2516.87
15	4470	7220	58	4319	6558	101	4239	6722	114	4230	7529	187	4420	6169	229	4422.59	5753.10	266	4212.17	2664.33
16	4445	7233	59	4260	6558	102	4261	6763	145	4252	7554	188	4435	6209	230	4439.61	5788.43	267	4410.77	2648.89
17	4406	7244	60			103	4234	6779	146	4281	7583	189	4442	6225	231	4426.62	5856.61	268	4371.16	2748.06
18	4380	7247	61	4396.73	6559.38	104	4236	6820	147	4301	7603	190	4449	6230	232	4375.12	5889.95	269	3915.76	2840.69
19	4340	7254	62			105	6242	6840	148	4349	7635	191	4380	6285	233	4268.25	5860.69	270	3546.66	2611.72
20	4322	7266	63	4454	6385	106	4263	6881	149	4351	7645	192	4425	6311	234	4347.62	5861.66	271		
21	4282	7272	64	4494	6787	107	4250	6900	150	4375	7677	193	4441	6367	235	4469.72	5791.67			
22	4261	7269	65	4514	6783	108	4250	6916	151	4314	7795	194	4484	6325	236	4449.77	5717.85			
23	4221	7275	66	4555	6782	109	4245	6940	152	4497	7744	195	4508	6357	237	4463.96	5859.23			
24	4192	7263	67	4592	6792	110	4244	7002	153	4375	7753	196	4527	6395						
25	4159.03	7323.55	68	4624	6818	111	4226	7021	154	4354	7767	197	4546	6405						
26	4158.70	7362.65	69			112	4276	7049	155	4350	7800	198	4560	6440	238	4472.69	4550.84			
27	4162	7270	70	4465	6651	113	4314	7072	156	4446	7723	199	4585	6460	239	4393.16	4620.16			
28	4125.00	7194.90	71	4484	6691	114	4256	7074	157	4418	7687	200	4584	6497	242	4339.68	4638.67			
29	4058.24	7204.47	72	4490	6794	115	4251	7081	158	4426	7700	201	4593	6513	243	4337.08	4312.02			
30	4077	7166	73	4478	6796	116	4233	7092	159	4487	7702	202	4412	6550	244	4344.97	4329.17			
31	4076	7125	74	4713.83	3911.12	117	4496	7089	160	4496	7722	203	4631	6580	245	4366.25	4192.92			
32	4061	7103	75	4644.89	7045.75	118	4467.36	7089.11	161	4662	7732	204	4634	6620	246	4297.96	4029.91			
33	4035.62	7080.45	76	4558.76	7401.52	119	4566.17	7316.77	162	4655	7755	205	4433	6632	247	4288.08	4007.96			
34	4059	7061	77	4546.68	7301.78	120	4559.36	7367.54	163	4662	7770	206	4426	6645	248	4316.66	5996.04			
35	4053	7052	78	4505.91	7129.16	121	4419.03	7338.99	164	4632	7784	207	4561	6725	249	4398.58	5913.30			
36	4056	7081	79	4568.52	6995.36	122	4279.60	7440.17	165	4615	7800	208	4521	6733	250	4629.66	5866.10			
37	4069	4982	80	4547.72	2613.63	123	4254.65	7336.15	166	3841	7636	209	4495	6740	251	4465.04	5794.18			
38	4042	6942	81	4680.37	7053.23	124	4561.00	7150.00	167	3840	7643	210	4455	6750						
39	4054	6921	82	4656.97	7001.73	125	4575	7580	168	3860	7660	211	4333	6507						
40	4053	6980	83	4431.94	7017.69	126	3595	7544	169	3826	7475	212	4210	6501						
41	4052	6866	84	4417.02	4875.61	127	3606	7509	170	3855	7692	213	4270	6481						
42	4051	6870	85	4389.06	4875.15	128	3636	7182	171	3836	7730	214	4230	6476						
43	4054	6804	86	4403	7043	129	3699	7673	172	3805	7710	215								

PROPOSED		THE MAPS OF NOVI MAPLE GREENS	
SECTION	LINE	SECTION	LINE
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9
10	10	10	10
11	11	11	11
12	12	12	12
13	13	13	13
14	14	14	14
15	15	15	15
16	16	16	16
17	17	17	17
18	18	18	18
19	19	19	19
20	20	20	20
21	21	21	21
22	22	22	22
23	23	23	23
24	24	24	24
25	25	25	25
26	26	26	26
27	27	27	27
28	28	28	28
29	29	29	29
30	30	30	30
31	31	31	31
32	32	32	32
33	33	33	33
34	34	34	34

PROPOSED		THE MAPS OF NOVI MAPLE GREENS	
SECTION	LINE	SECTION	LINE
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9
10	10	10	10
11	11	11	11
12	12	12	12
13	13	13	13
14	14	14	14
15	15	15	15
16	16	16	16
17	17	17	17
18	18	18	18
19	19	19	19
20	20	20	20
21	21	21	21
22	22	22	22
23	23	23	23
24	24	24	24
25	25	25	25
26	26	26	26
27	27	27	27
28	28	28	28
29	29	29	29
30	30	30	30
31	31	31	31
32	32	32	32
33	33	33	33
34	34	34	34

PROPOSED		THE MAPS OF NOVI MAPLE GREENS	
SECTION	LINE	SECTION	LINE

<tbl_r cells="

MATERIALS - SEE SHEET NO 3

MAPLE HILLS

COLLINGDALE DRIVE

BEECH CIRCLE

TYPICAL DRIVEWAY
LIMITED COMMON ELEMENTS

COLLINGDALE DRIVE

MAPLE HILLS

MATCH LINE - SEE SHEET NO. 3

E. - SEE SHEET NO. 30

PROPOSED FUTURE DEVELOPMENT

WATCH LINE - SEE SHEET NO 10

SEE SHEET NUMBER 3 FOR GENERAL NOTES
AND TYPICAL BUILDING ENVELOPE INFORMATION

A circular seal with a decorative border. The outer ring contains the text 'THE GOVERNMENT OF INDIA' at the top and 'THE MINT' at the bottom. The inner circle contains the text 'S. 1875' in the center, surrounded by 'ONE RUPEE' at the top and 'ONE RUPEE' at the bottom.

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250

MATERIALS AND METHODS NO. 58

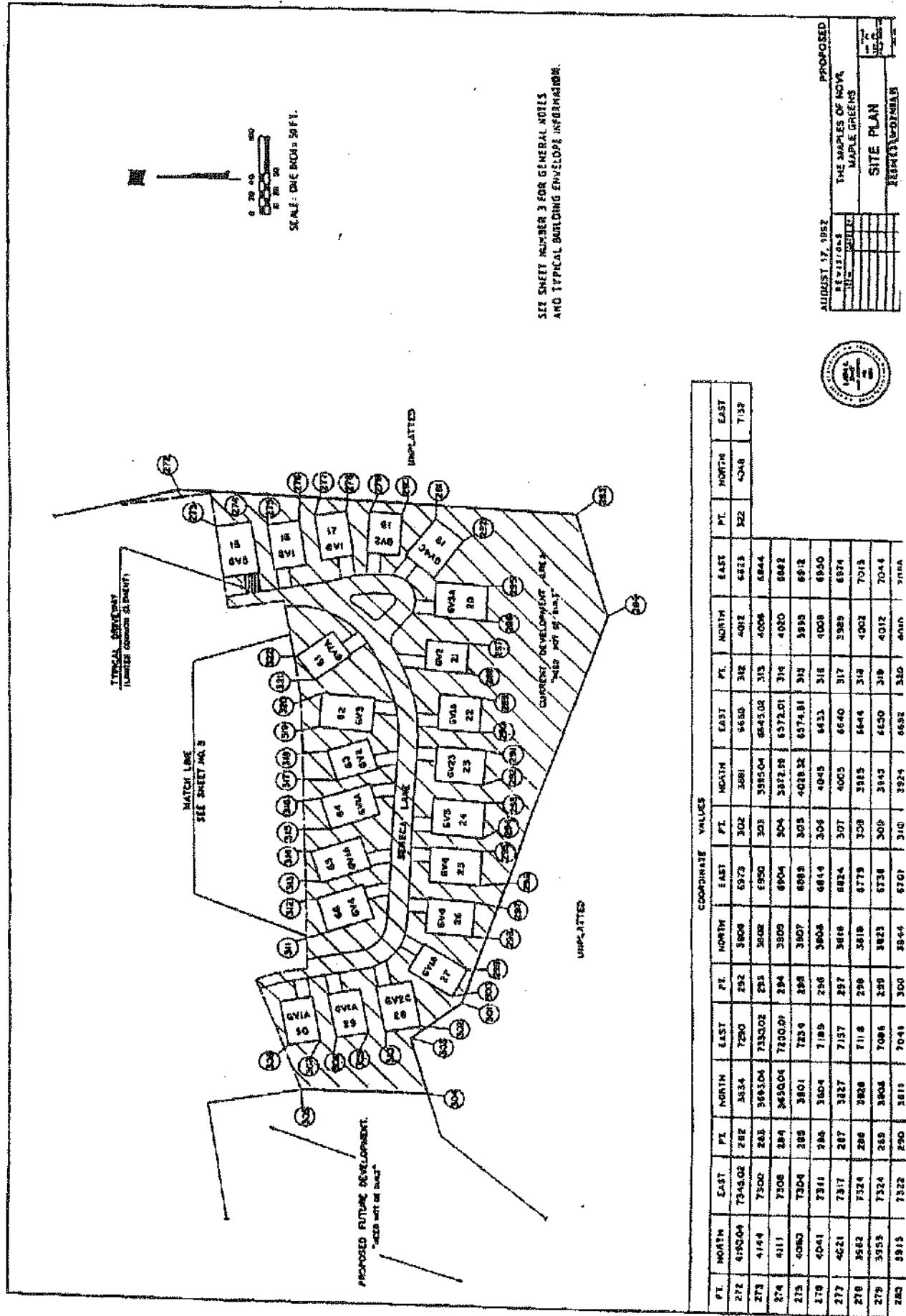
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PROPOSED FUTURE
DEVELOPMENT —
— NEEDS NOT BE BUILT.

APPENDIX 1
DEVELOPMENT

NOTE. SEE SIGHT NUMBERS 100 HOURS AND LESS AND





LOVETTINE PROPOSED LINE #3 IS THROUGH 30 AND 61 THROUGH 66 AND 60 THROUGH 108 AND 114 MALLE GREENS

PARCEL # (50)-22-02-200-016 Group G-1

0627B1

A PARCEL OF LAND LOCATED IN PART OF THE N.E. 1/4 OF SECTION 2 T. 14 OF SECTION 2 OF SAID COUNTY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGGINING AT A POINT DISTANT N. 89.00, 02" W. ALONG THE NORTH LINE OF SAID SECTION 2, 95.00 FEET AND S. 01.00, 00" W. 385.32 FEET AND S. 89.00, 00" W. 24.84 FEET AND S. 01.00, 00" W. 14.00 FEET AND S. 15.11, 09" E. 290.70 FEET FROM THE N.E. CORNER OF SAID SECTION 2, 73.39, 33" W. 71.69 FEET AND S. 71.41, 07" E. 71.96 FEET; THENCE S. 01.43, 43" W. 497.23 FEET; THENCE S. 36.26, 11" W. 136.93 FEET; THENCE N. 70.26, 38" W. 338.16 FEET; THENCE S. 39.14, 22" W. 235.07 FEET; THENCE N. 50.45, 38" W. 151.90 FEET; THENCE 218.76 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD LENGTH OF 211.51 FEET AND A CENTRAL ANGLE OF 08.16, 10" W. 1 A CHORD LENGTH OF 211.51 FEET AND A CENTRAL ANGLE OF 08.12, 22, 09", A CHORD LENGTH OF 211.51 FEET AND A CENTRAL ANGLE OF 08.16, 10" W. 1 THENCE 162.16 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD LENGTH OF 158.38 FEET, A CENTRAL ANGLE OF 12.26, 49" W. 1 THENCE S. 72.49, 40" E. 133.16 FEET; THENCE N. 78.46, 00" E. 243.29 FEET; THENCE S. 11.14, 00" E. 115.06 FEET; THENCE 33.12 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIIUS OF 165.00 FEET, A CHORD BEARING OF 11.30, 00", A CHORD LENGTH OF 33.06 FEET, THENCE S. 11.00, 00" E. 67.79 FEET; THENCE N. 80.00, 00" E. 130.00 FEET; THENCE N. 10.00, 00" W. 110.00 FEET; THENCE N. 80.00, 00" E. 145.00 FEET; THENCE N. 10.00, 00" W. 2.66 FEET TO THE POINT OF BEGGINING OF SAID PARCEL. "B" ADDITION CONTAINING 8.17 ACRES OF LAND.

MAPLES OF KOVI (MAPLE ORBENS)

JUNE 27, 1992

12700271

A PARCEL OF LAND LOCATED IN PART OF THE N.E. 1/4 OF SECTION 2 T. 1
 BEGINNING AT A POINT DISTANT N. 89.00, 02" W., FEET ALONG THE NORTH
 LINE OF SAID SECTION 2, 95.00 FEET AND S. 01, 00, 00" W., 385.32 FEET
 AND N. 89.00, 00" W., 24.84 FEET AND 07 FEET ALONG THE ARC OF A
 CURVE TO THE LEFT, SAID CURVE HAVING A RADIIUS OF 310.00 FEET, A
 CENTRAL ANGLE OF 35.30, 00", A CHORD LENGTH OF 192.07 FEET ALONG THE
 CHORD BEARING OF S. 73.15, 00" W., AND S. 55.30, 04" W., 73.62 FEET
 AND S. 63.00, 00" W., 43.70 FEET AND N. 89.00, 02" W., 412.27 FEET AND
 S. 05 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING
 A RADIIUS OF 25.00 FEET, A CENTRAL ANGLE OF 18.26, 53", A CHORD
 LENGTH OF 8.01 FEET AND A CHORD BEARING OF S. 54.16, 33" E., AND S.
 63.30, 00" E., 79.24 FEET AND 59.69 FEET ALONG THE ARC OF A CURVE TO
 THE RIGHT, SAID CURVE HAVING A RADIIUS OF 59.01 FEET AND A CHORD
 BEARING OF 30.00, 00" W., A CHORD LENGTH OF 114.00 FEET, A CENTRAL
 ANGLE OF 48.30, 00", A CHORD BEARING OF S. 33.30, 00" E., 112.14 FEET
 AND S. 28.00 FEET FROM THE N.E. CORNER OF SAID SECTION 2; THENCE FROM
 E. 23.75 FEET AND A CHORD BEARING OF N. 67.31, 10" E., AND S. 16.30, 00"
 ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIIUS OF
 100.18 FEET; THENCE S. 70.23, 57" E., 76.56 FEET; THENCE 70.40 FEET
 AND A CHORD BEARING OF S. 06.25, 30" W.; A CHORD LENGTH OF 70.16 FEET
 244.00, A CENTRAL ANGLE OF 16.31, 56", A CHORD LENGTH OF 36.78 FEET
 ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIIUS OF
 25.00 FEET, A CENTRAL ANGLE OF S. 45.31, 05" W., THENCE 36.96 FEET
 AND A CHORD BEARING OF N. 62.30, 00" W., 80.67 FEET
 AND A CHORD BEARING OF N. 74.48, 41" W., A CHORD LENGTH OF 36.67 FEET
 FEET, A CENTRAL ANGLE OF 24.37, 21", A CHORD CURVE HAVING A RADIIUS OF 36.00
 FEET, THENCE 204.13 FEET ALONG THE ARC OF A CURVE TO THE RIGHT,
 SAID CURVE HAVING A RADIIUS OF 86.00 FEET, A CENTRAL ANGLE OF N.
 136.00, 00", A CHORD LENGTH OF 159.48 FEET AND A CHORD BEARING OF N.
 05.30, 00" E. TO THE POINT OF BEGINNING CONTAINING 0.50 ACRES OF
 LAND.

0617B51

COVERING FILE NUMBER # 95 THOUSAND 97

PARCEL # (50) - 22-02-200-018 (00-387-1)

OK-T. SMITH

Sum Project by this Amendment:

1. The following land shall be added to the Condominium:

the following manner:

Deeds, said Master Deed and Exhibit B thereto shall be amended in
of this Amendment in the office of the Oakland County Register of
of the land described in Paragraph 1 below. Upon the recording
Condominium Project from 146 units to 165 units by the addition
authority reserved in Article VI thereof, continuing the
Deed of the Maples of Novi, Maple Greens, pursuant to the
Condominium Subdivision Plan No. 628, hereby amends the Master
091, Oakland County Records, and known as Oakland County
Amendment recorded on August 27, 1992 in Liber 12865, Pages 079-
Liber 12246, Pages 058-066, Oakland County Records, Seventh
County Records, Sixth Amendment recorded on December 20, 1991, in
on November 14, 1991, in Liber 12179, Pages 156-167, Oakland
Pages 755-759, Oakland County Records, Fifth Amendment recorded
Fourth Amendment recorded on December 11, 1990, in Liber 11666,
Liber 11635, Pages 778 through 798, Oakland County Records,
Pages 465-474, Third Amendment recorded on November 15, 1990, in
Second Amendment recorded on October 23, 1990, in Liber 11607,
in Liber 11428, Pages 891 through 901, Oakland County Records,
Pages 636 through 677, First Amendment recorded on July 23, 1990,
Master Deed therefore, recorded on August 23, 1989, in Liber 11034,
Maple Greens, a Condominium Project established pursuant to the
filed, Michigan 48322, being the developer of the Maples of Novi,
address of which is 7001 Orchard Lake Road, Suite 130, West Bloom-
The Maple Group/Novi, Inc., a Michigan Corporation, the
CITY OF OAKLAND
REGISTER OF DEEDS
OF THE MAPLES OF NOVI, MAPLE GREENS
EIGHTH AMENDMENT TO MASTER DEED
* 53 204937

0722882

A PARCEL OF LAND LOCATED IN PART OF THE N.E. 1/4 OF SECTION 2 T. 1
 BEGINNING AT A POINT DISTANT N. 89°00'02" W. ALONG THE NORTH LINE
 OF SAID SECTION 2, 95.00 FEET AND S. 01°00.00" W. 385.32 FEET AND
 N. 89°00.00" W. 24.84 FEET AND S. 01°00.00" W. 14.00 FEET AND S.
 15°11.09" E. 362.66 FEET AND S. 01°43'43" W. 71.69 FEET AND S.
 71°41'51" W. 136.93 FEET AND N. 70°26'38" W. 538.16 FEET AND N.
 36°26.11" W. 80.62 FEET AND S. 72°37'09" W. 76.50 FEET FROM THE N.E.
 CORNER OF SAID SECTION 2; THENCE FROM SAID POINT OF BEGINNING OF
 SAID PARCEL "B" ADDITION 2; THENCE FROM THE N.E.
 29°14'22" W. 235.07 FEET ALONG THE N. 50°45'38" W. 151.90 FEET; THENCE
 218.76 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING
 A RADIUS OF 244.00 FEET, A CENTRAL ANGLE OF 51°22.09", A CHORD
 LENGTH OF 211.51 FEET AND A CHORD BEARING OF N. 08°16'10" W.;
 THENCE 162.16 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID
 CURVE HAVING A RADIUS OF 216.00 FEET, A CENTRAL ANGLE OF 43°00.51",
 A CHORD LENGTH OF 158.38 FEET AND A CHORD BEARING OF N. 12°26.49"
 W.; THENCE S. 72°49'40" E. 133.16 FEET; THENCE N. 78°46.00" E.
 243.29 FEET; THENCE S. 11°14.00" E. 115.06 FEET; THENCE S. 01°01.33" W.
 . . . 156.16 FEET TO THE POINT OF BEGINNING OF SAID PARCEL "B".
 ADDITION CONTAINING 2.75 ACRES OF LAND.

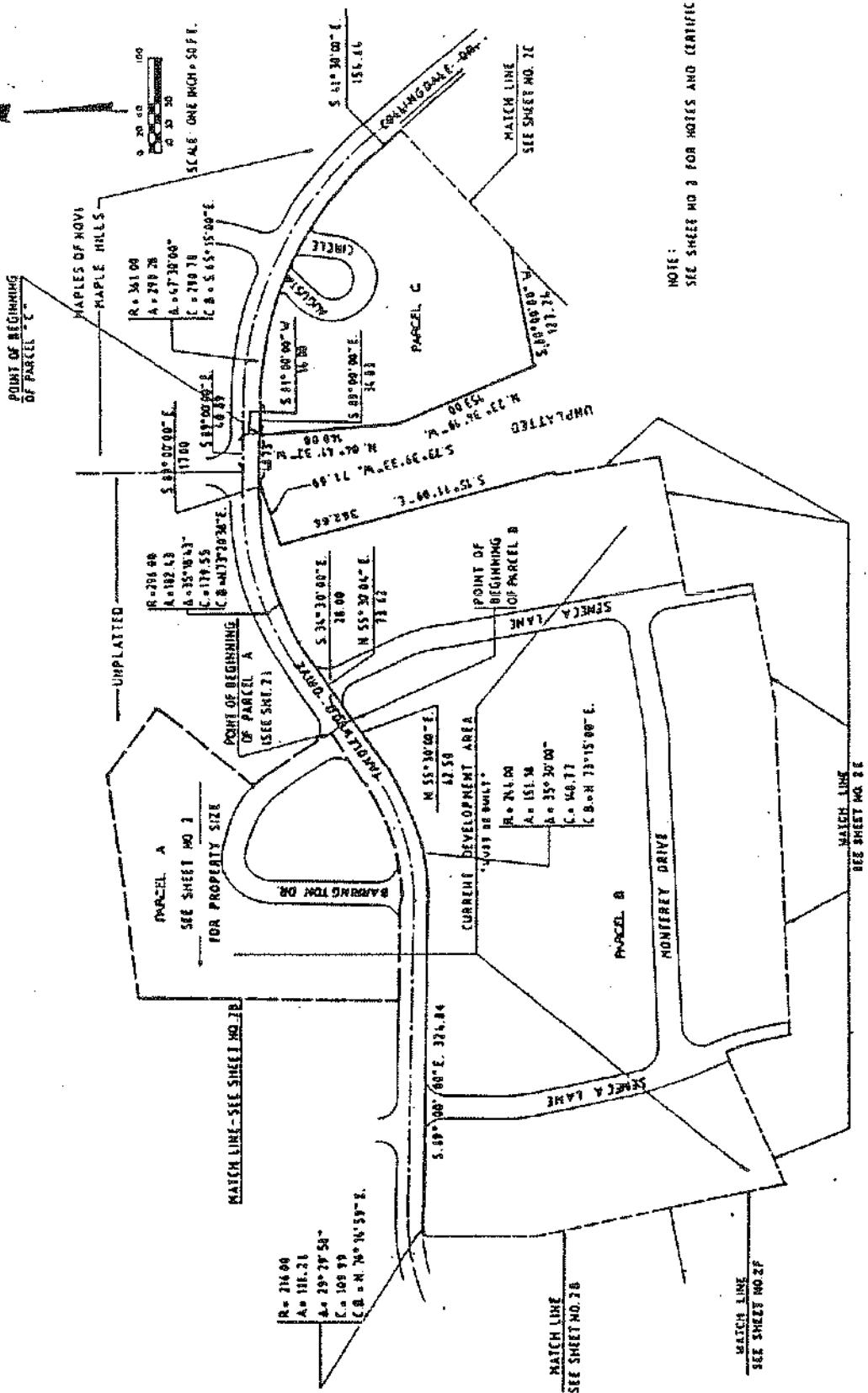
MAPLES OF NOVI (MAPLE GREEN)
 PARCEL "B"
 REPLAT #7, ADDED PARCEL

E., THENCE 64.93 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 244.00 FEET, A CENTRAL ANGLE OF 15°14'44", A CHORD LENGTH OF 64.73 FEET AND A CHORD BEARING OF S. 26°19'52" E., THENCE 228.53 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 216.00 FEET, A CENTRAL ANGLE OF 60°37'14", A CHORD LENGTH OF 218.02 FEET AND A CHORD BEARING OF S. 03°38'37" E., THENCE S. 76°07'37" W., 217.40 FEET, THENCE N. 00°00'00" E., 276.32 FEET, THENCE N. 62°30'00" W., 27.43 FEET, THENCE S. 90°00'00" W., 141.92 FEET, THENCE N. 29°30'00" W., 24.72 FEET, THENCE 71.63 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 216.00 FEET, A CENTRAL ANGLE OF 19°00.00", A CHORD LENGTH OF 71.30 FEET AND A CHORD BEARING OF N. 20°00'00" W., THENCE N. 10°30'00" W., 262.19 FEET TO THE POINT OF BEGINNING, CONTAINING 2.79 ACRES OF LAND.

MAPLES OF NOVI (MAPLES GREEN)
PARCEL "D"
RDPLAT #7
ADDED PARCEL

022787

PARCEL 47
REPLAT 47
ADDED PARCEL



SCALI: ONE WHICH IS 50 FT.

541 ONE INCH = 50 FT.

154

497189

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BENEFICIAL

CURRENT DEVELOPMENT AREA

WATCH 1447 SET SIGHTING 21

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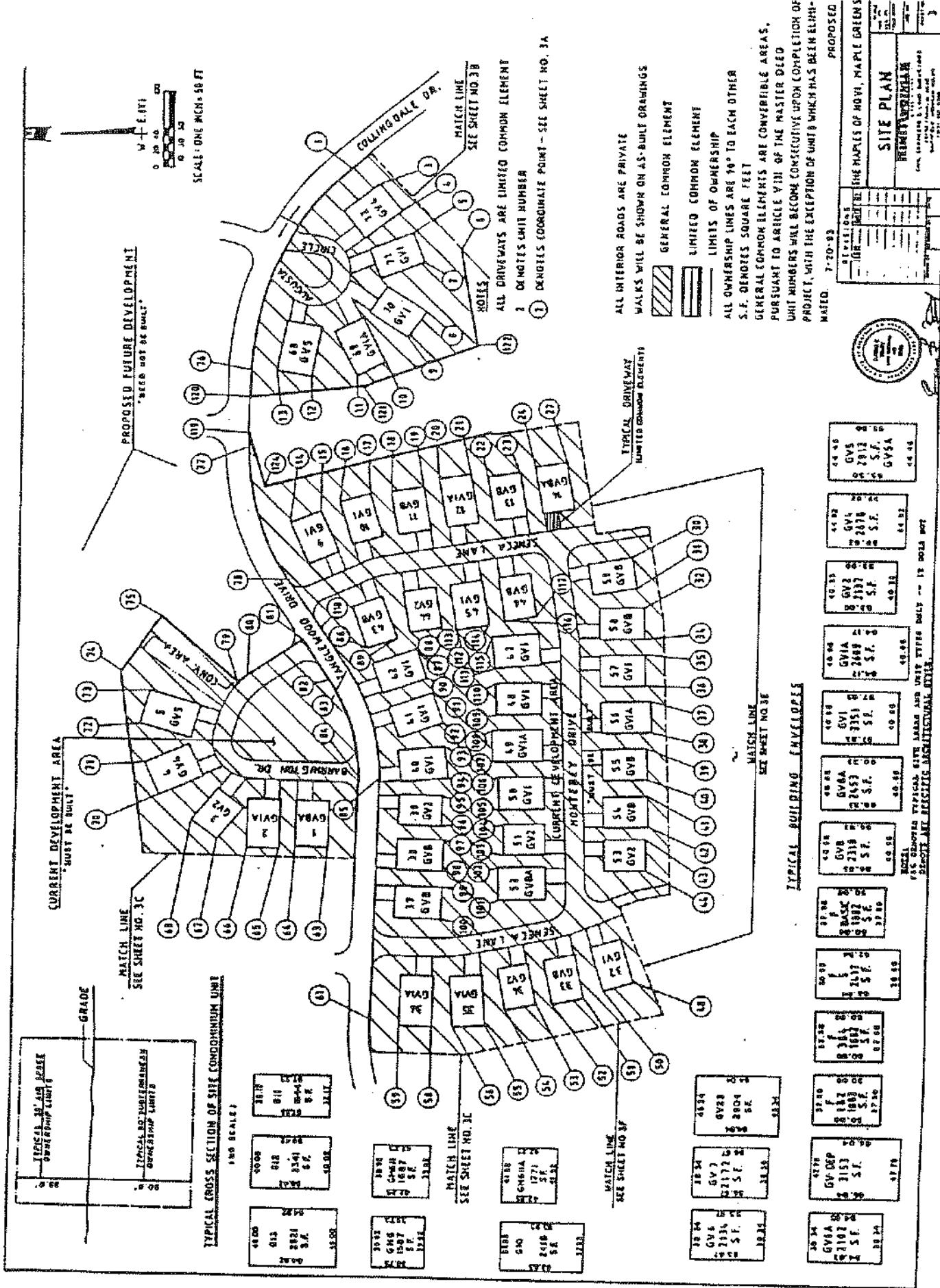
PLATTE

22816 51°41'N 0°48'W

NOTE - SEE SHEET NO. 7 FOR NOTES AND CERTIFICATE
SEE SHEETS NO. 2, 3 AND 2C FOR INGRESS AND
CORRECT ALIGNMENT INFORMATION.



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PT.	COORDINATE VALUES			COORDINATE VALUES			COORDINATE VALUES			COORDINATE VALUES			COORDINATE VALUES			COORDINATE VALUES			
	NORTH	EAST	PT.	NORTH	EAST	PT.	NORTH	EAST	PT.	NORTH	EAST	PT.	NORTH	EAST	PT.	NORTH	EAST		
1	4333.90	7665.50	14	4053	6263	47	4163	7866	134	3168	7677	113	4235	5886	215	1197	4462	253	
2		45				48	4323	2063	115	3177	7696	176	4278	5885	214	1168	4627	253	
3	4360	7667	46			49	4364	1056	123	3015	7518	125	4283	5867	217	1146	4482	254	
4	4377	7652	47			50	4331	2085	133	3048	7591	120	4315	5825	210	1122	4363	255	
5	4358	7584	48	4066	6270	51	4325	6797	136	3060	7675	177	4328	5812	219	1112	4323	256	
6	4381.60	7555.48	49			52	4318	6914	125	3016	7568	121	4350	5783	220	1136	4283	257	
7	4363	7564	50	4106	6108	53	4308	6919	136	3037	7561	179	4443	5980	221	1139	4263	258	
8	4381	7166	51	4128	6598	54	4286	6878	137	3066	7535	160	4409	4803	222	4061	4278	259	
9	4366	7417	52	4160	6510	55	4311	6956	138	4047	7193	181	4395	4019	223	6191	4336	257	
10	4359	7261	53	4189	6509	56	4312	6816	139	4013	7514	182	4361	6042	224	4281	4096	261	
11	4326	7336	54	4228	6581	57	4206	6788	140	4046	7505	183	4382	4066	225				
12	4383	7131	55	4253	6561	58	4308	6757	141	4100	7498	184	4404	4683	226				
13	4324	7460	56	4294	6556	59	4309	6737	142	4140	7497	185	4412	6105	227	4335.34	5176.51	263	
14	4396	7263	57			60	4308	6494	143	4192	7504	186	4473	6113	228	4376.35	5169.51	265	
15	4378	7220	58	4319	6556	61	4238	6722	144	4230	7529	187	4430	6149	229	4423.59	5153.10	266	
16	4445	7233	59	4360	6558	62	4241	6743	145	4252	7558	188	4435	6269	230	4419.41	5184.12	267	
17	4404	7244	60			63	4234	6719	146	4244	7583	189	4462	6225	231	4444.44	5184.41	268	
18	4380	7167	61	4297	6550.30	104	4236	6820	147	4301	7603	190	4449	6225	231	4436.35	5176.51	269	
19	4340	7354	62			105	4212	6648	148	4228	7635	185	4310	6295	231	4355.12	5189.95	269	
20	4322	7266	63	4354	6795	104	4313	6881	149	4351	7645	192	4425	6311	234	4468.25	5166.44	270	
21	4382	7272	64	4394	6787	107	4259	6999	150	4235	7672	193	4464	6162	232	4462.42	5161.04	271	
22	4261	7269	65	4394	6733	104	4236	6820	147	4301	7603	190	4449	6161	233	4469.73	5191.67		
23	4221	7275	66	4555	6702	104	4265	6860	152	4167	7764	185	4504	6275	234	4469.73	5176.85		
24	4262	7263	67	4592	7092	110	4204	7607	153	4175	7753	194	4522	6195	234				
25		68	4421	6818	101	4268	7021	154	4158	7763	192	4505	6105	235					
26	4617	7164	68			112	4296	6769	155	4150	7695	194	4540	6181	236	4469.73	5176.85		
27	4152	7290	70	4645	6851	113	4314	7032	156	4166	7723	195	4585	6265	237	4468.25	5189.73		
28		71	4686	6891	106	4256	7816	157	4118	7693	193	4584	6224	238					
29		72	4696	6941	115	4251	7681	158	4176	7762	194	4593	6265	239					
30		73	4674	6916	116	4237	7662	159	4087	7702	192	4612	6550	240					
31		74	4718	6913	117	4166	7689	160	4088	7712	193	4631	6585	241					
32		7061	7103	115	4666.68	7061.35	118	4627.76	7668.11	161	4052	7732	194	4632	6585	242			
33		7035.67	7080.45	116	4558.74	7681.52	119	4558.13	7716.79	162	4455	7775	195	4653	6552	243			
34		7061	7081	113	4558.74	7681.52	120	4558.13	7716.79	163	4455	7775	196	4653	6552	244			
35		7052	7081	114	4558.74	7681.52	121	4558.13	7716.79	164	4455	7775	197	4653	6552	245			
36		7059	7081	115	4558.74	7681.52	122	4558.13	7716.79	165	4455	7775	198	4653	6552	246			
37		7052	7081	116	4558.74	7681.52	123	4558.13	7716.79	166	4455	7775	199	4653	6552	247			
38		6812	6842	81	4580.37	7053.23	124	4559.00	7259.36	167	4469	7464	200	4653	6551	248			
39		6854	6873	82	4558.93	7001.73	125	3575	1580	168	3600	7160	211	4555	6719	249			
40		6853	6866	83	4531.86	7017.40	126	3595	1584	169	3624	7175	212	4551	6561	250			
41		6852	6860	84	4512.02	8075.61	127	3166	1589	170	3645	7197	213	4549	6561	251			
42		6859	6820	85	4369.06	8075.15	128	3146	1589	171	3836	7230	214	4547	6561	252			
43		6854	6864	86	4497	7863	129	3469	1589	172	3645	7171	215	4545	6561	253			

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TYPICAL PRIVATE EQUITY

TYPICAL PHYSICAL
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WATCH YOUR STEP

WATCH LINE

Match Line

3548

SEE SHEET NUMBER 3 FOR GENERAL NOTES
AND TYPICAL BUILDING ENVELOPE INFORMATION.

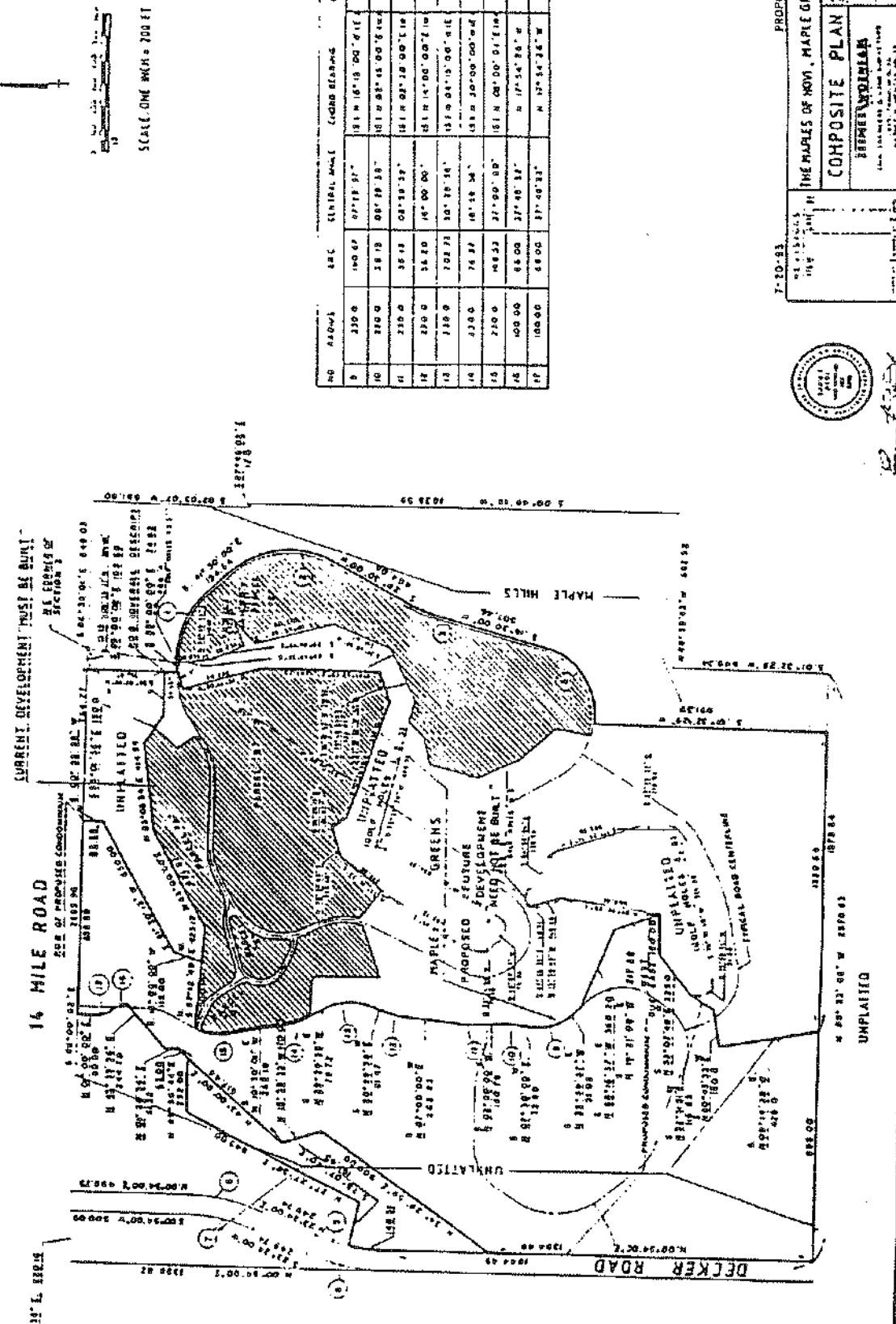
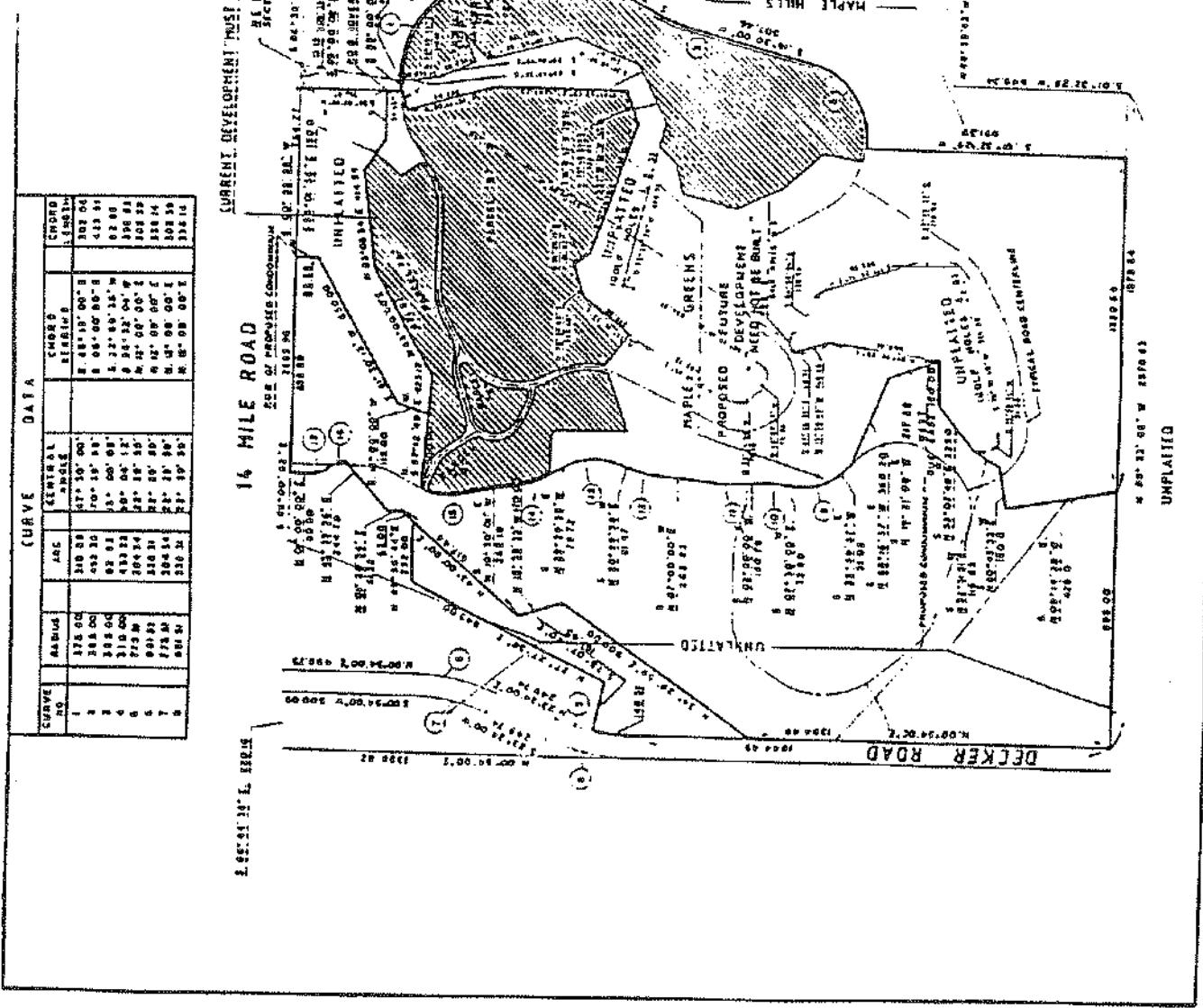
CURRENT DEVELOPMENTS IN
SOLID STATE PHYSICS

UNIVERSITY

PT.	COORDINATE						VALUE		
	NORTH	EAST	PT.	NORTH	EAST	PT.	NORTH	EAST	PT.
272	4100-04	7345.02	862	1384	7380	102	3805	8973	102
273	4144	7360	1053	3932-04	7350-02	293	2803	6983	3885
274	4144	7358	841	3850-04	7400-01	934	4934	304	3885
275	4030	7364	288	2861	7234	136	3807	6868	108
276	4041	7341	186	3809	7189	286	3808	6844	4048
277	4021	7317	287	1827	7137	387	3816	6824	307
278	3992	7314	288	3828	7148	388	2818	6776	308
279	3963	7324	289	3804	7266	189	3823	6736	308
280	3915	7322	286	1811	7041	300	3844	6701	310
281	3810	7318	181	3804	7017	301	3840-14	6632-68	311



REPORTS	
NAME	MR. MARYAN
CLASS	10TH
SECTION	10
TIME	10:00 A.M.
DATE	16-02-14
REMARKS	
1. <i>Mr. Maryan</i> is a good boy. He is very intelligent and has a good memory. He is a good student and always does his work well. He is a good boy and is a good student.	



PROPOSAL TO FUTURE DEPARTMENT

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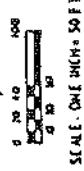
SEE SHEET TWO 5 FOR NOTES AND SUGGESTIONS

MARCH 1955 VOL 5

PROPOSED		UTILITY PLAN		EXISTING	
THE MAPLES OF NOVI, MAPLE GLEN		THE MAPLES		THE MAPLES	
ITEM	DESCRIPTION	ITEM	DESCRIPTION	ITEM	DESCRIPTION
7-20-03	Existing Site	7-20-03	Utility Plan	7-20-03	Existing

66-02-1





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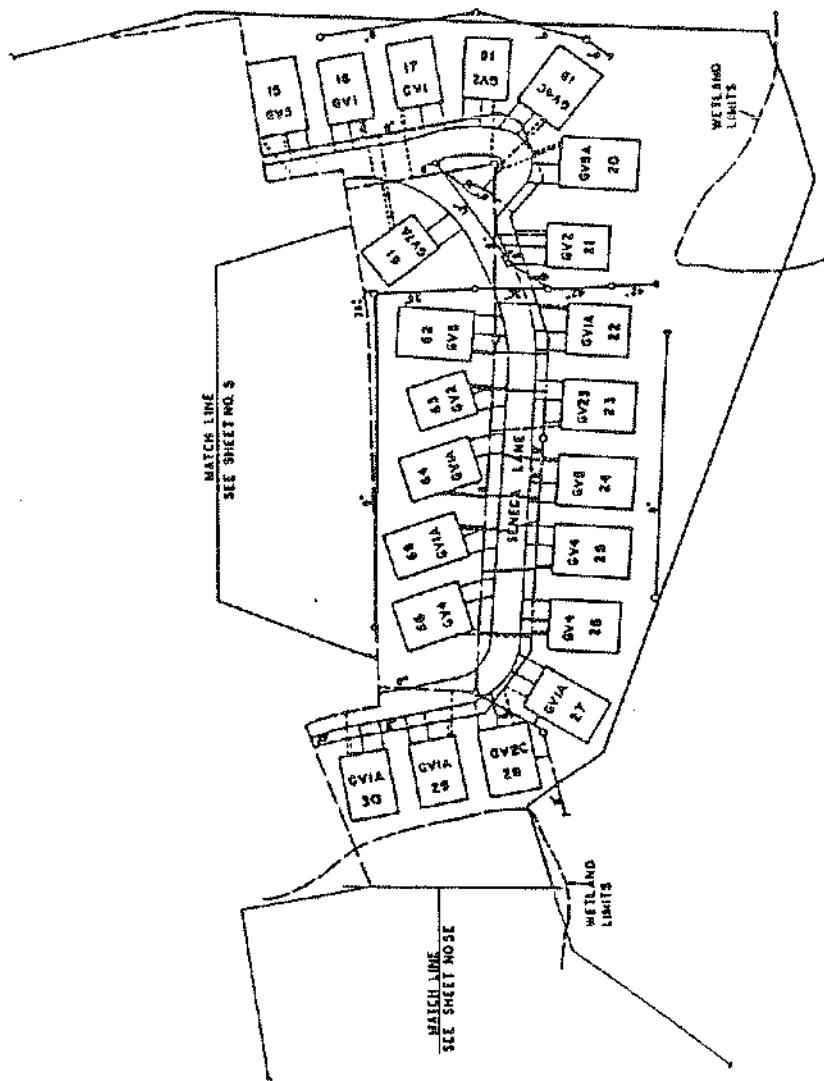
THE SAILOR'S WIFE IN THE 19TH CENTURY 103

WATSON TIME

WYOMING STATE

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MARCH 1912. NEW YORK NO. 64.

WATER LINE SITE SHEET NO. 9.

WICHLINE SEE SHEET NO 30

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SEE SHEET NO. 5 FOR NOTES AND LEGEND

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O.K. - TS

OK - T. SMITH

3.00-09 E-00-pp 401d

A PARCEL OF LAND LOCATED IN PART OF THE NORTHEAST 1/4 OF SECTION 2,
T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED
AS BEGGINNING AT A POINT DISTANT N. 89°00'02" W., 95.00 FEET ALONG
THE NORTH LINE OF SAID SECTION 2 AND S. 01°00'00" W., 334.85 FEET
AND N. 89°00'02" W., 193.69 FEET FROM THE NORTHEAST CORNER OF SAID
SECTION 2; THE NENCE 23.13 FEET ALONG THE ARC OF A CURVE TO THE LEFT,
SAID CURVE HAVING A RADIUS OF 324.00 FEET, A CENTRAL ANGLE OF
57°32'43", A CHORD LENGTH OF 23.13 FEET AND A CHORD BEARING OF S.
57°32'43", W.; THE NENCE S. 55°30'00" W., 72.64 FEET, THE NENCE N.
34°30'00" W., 69.56 FEET, THE NENCE 27.91 FEET ALONG THE ARC OF A
CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 112.00 FEET,
CENTRAL ANGLE OF 14°16'33", A CHORD LENGTH OF 27.83 FEET AND A
CHORD BEARING OF N. 41°38'16" W.; THE NENCE N. 42°00'00" E., 129.13
FEET; THE NENCE S. 55°01'59" E., 63.87 FEET TO THE POINT OF BEGINNING
AND CONTAINING 0.31 ACRES OF LAND, MORE OR LESS.

1. The following land shall be added to the condominiums:
Address of which is 7001 Orchard Lake Road, Suite 130, West Bloomfield, Michigan Corporation, Inc., a Maple Group/Monolithic, Inc. project, a development project of the Maples, a Condominium established pursuant to the Master Deed of the Oakland County Recordings of Deeds, Section 636 through 677, recorded on August 23, 1989, in Liber 11034, page 636. In Liber 11428, pages 891 through 901, Oakland County Recordings, recorded on October 23, 1990, in Liber 11607, page 465-474, titled "Third Amendment recorded on November 14, 1991, in Liber 12179, page 155-159, Oakland County Records, recorded on November 14, 1991, in Liber 12246, pages 058-066, Oakland County Recordings, recorded on August 27, 1991, in Liber 122865, pages 079-091, Oakland County Records, recorded on December 20, 1991, in Liber 12246, pages 058-066, Oakland County Recordings, recorded on July 29, 1993, in Liber 13813, pages 720-739, and known as Oakland County condominium Subdivision Plan No. 628, hereby amends the Master Deed of the Maples of Novi, Maple Greens, pursuant to the authority reserved in Article VI, Paragraph 16 of the Condominium Project, recorded in Paragraph 1 below. Upon the addition of this amendment in the office of the Oakland County Recorder of Deeds, said project from 165 units to 217 units by the Condominium Project, recorded in Paragraph 1 below, and the addition of this amendment to the Master Deed in the office of the Oakland County Recorder of Deeds, shall be recorded in the following manner:

THE MAPPES OF NOVI, MAPLE GREENS
DEED TO MASTERS AMENDMENT MINUT

248754

ת. 13935832

A PARCEL OF LAND LOCATED IN PART OF THE NORTHWEST 1/4 OF SECTION 2, T. 1 N., R. 6 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT DISTANT N. 89°00'02" W. 95.00 FEET ALONG THE NORTH LINE OF SAID SECTION 2 AND S. 01°00.00" W 385.32 FEET AND S. 89°00.00" E. 74.92 FEET AND 310.89 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 375.00 FEET, A CENTRAL ANGLE OF 47°30.00", A CHORD LENGTH OF 302.06 FEET AND A CHORD BEARING OF S. 65°15.00" E., AND S. 41°30.00" E. 154.64 FEET AND BEARING ALONG THE ARC OF 365.00 FEET, A CENTRAL ANGLE OF 71°00.00", A CHORD LENGTH OF 423.91 FEET AND A CHORD BEARING OF S. 06°00.00" E.

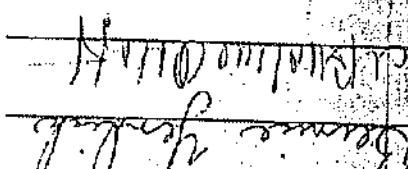
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In all respects, other than as hereinabove indicated,
the original Master Deed of the Maples of Novi, Maple Greens,
including the By-Laws and condominium Subdivision Plan, respectively,
is attached to the original Master Deed of the Maples of Novi, Maple Greens,
in all respects, other than as hereinabove indicated,
the original Master Deed of the Maples of Novi, Maple Greens,
is hereby reattached, combined, recorded and redecldared.
Dated this 21 day of September, 1993.

By 
Sam Blumenthal, President
a Michigan Corporation,
THE MAPLE GROUP/NOVI, INC.

Witnesses:

STATE OF MICHIGAN
COUNTY OF OAKLAND
SS.


D.L. Johnson
D.L. Johnson

NY COMMERCIAL EXPRESSES:
Navy Park, Oakland County MI
14700 Grand River Expressway, Box 191907

Dated by and when
recorded, return to:

Robert Freedman, Esq.
Freedman and Freedman, P.C.
29777 Telegraph Rd., #2401
Southfield, MI 48034
(313) 353-6760

REPLAT NO. 8
OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 628
EXHIBIT "B" TO THE AMENDED MASTER DEED OF
THE MAPLES OF NOVI, MAPLE GREENS
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

NOTE: THE ASTERISK (*) AS SHOWN IN THE SHEET INDEX INDICATES AMENDMENTS OR ARE NEW SHEETS WHICH ARE REVISED. - DAVID G-17-10 THIS SHEET GOES WITH THIS SUBMISSION TO REPLACE OR BE SUPPLEMENTAL SHEETS TO THIS PREVIOUSLY NUMBERED.

Table 8

226430 FRANGLIN R.D.
SOUTHERFIELD, MN 56034

114 MICHIGAN

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RESULTS OF LABOR SURVEY IN MARYLAND FOR THE MONTH OF APRIL, 1900.

THE following table gives the results of the monthly labor survey in Maryland for the month of April, 1900. The data are taken from the reports of the State Employment Service, and the figures are based on the number of men and women employed in Maryland during the month of April, 1900.

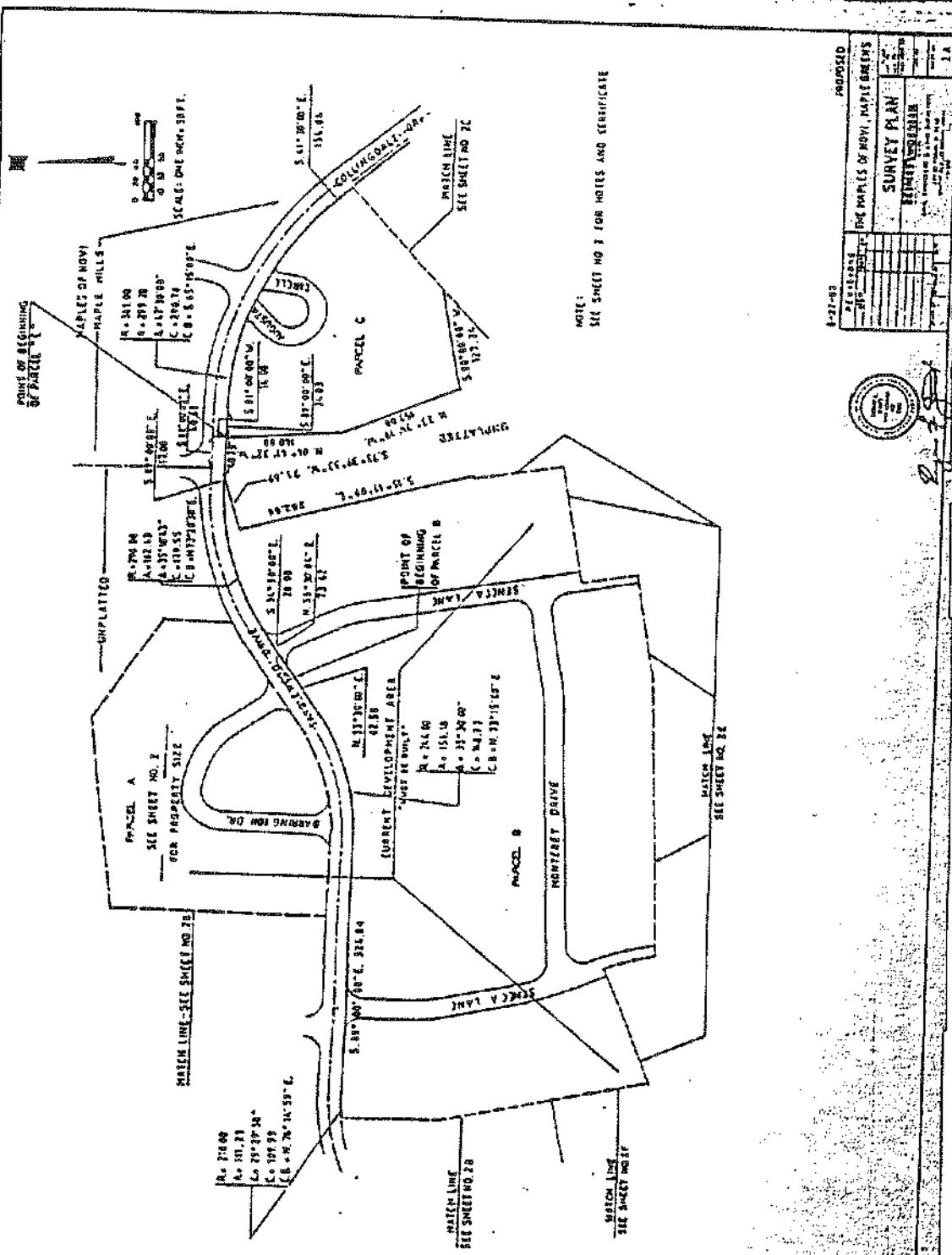
Category	Number of men employed	Number of women employed
Total	1,000,000	1,000,000
Manufacturing	300,000	300,000
Trade, Hotels, and Restaurants	300,000	300,000
Transportation and Communications	100,000	100,000
Construction	100,000	100,000
Agriculture	100,000	100,000
Other Services	100,000	100,000
Total	1,000,000	1,000,000

THE following table gives the results of the monthly labor survey in Maryland for the month of April, 1900. The data are taken from the reports of the State Employment Service, and the figures are based on the number of men and women employed in Maryland during the month of April, 1900.

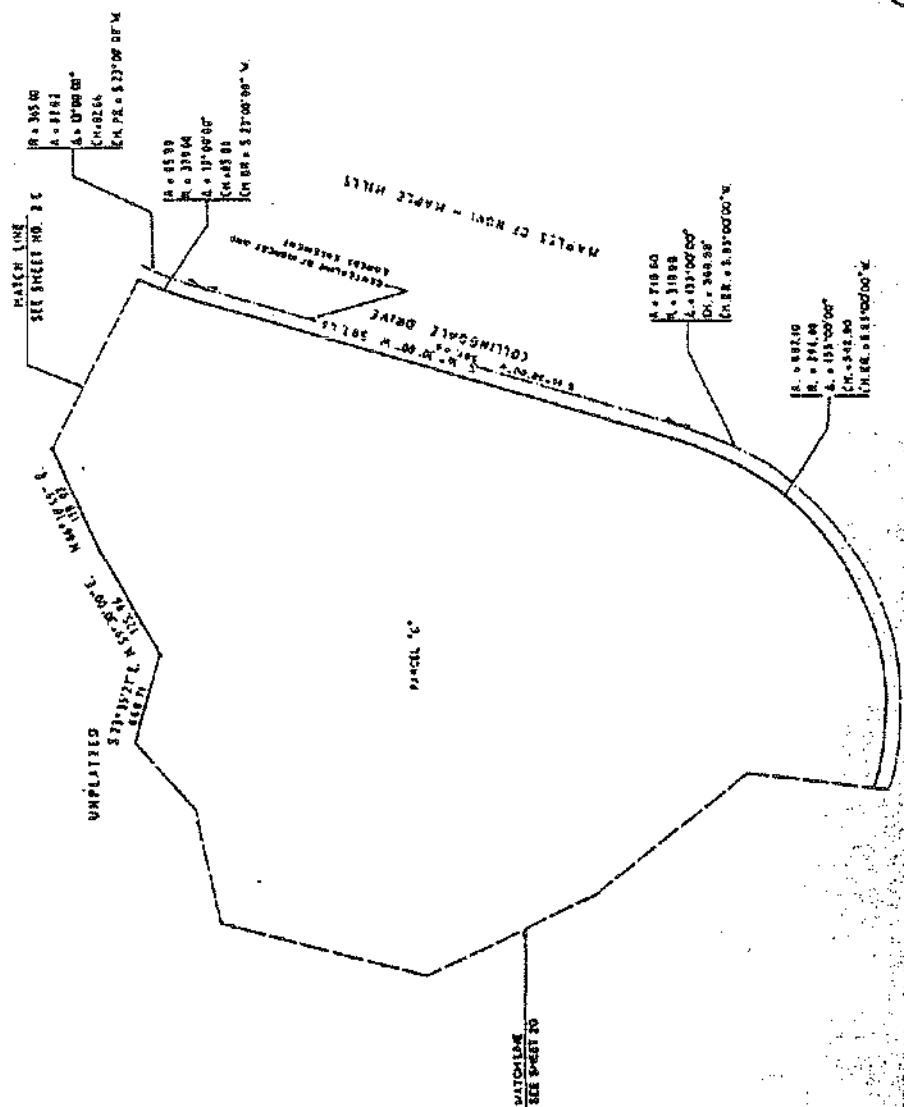
Category	Number of men employed	Number of women employed
Total	1,000,000	1,000,000
Manufacturing	300,000	300,000
Trade, Hotels, and Restaurants	300,000	300,000
Transportation and Communications	100,000	100,000
Construction	100,000	100,000
Agriculture	100,000	100,000
Other Services	100,000	100,000
Total	1,000,000	1,000,000

PROPOSED NAME OF MOVEABLE PROPERTY	
NAME OF PROPERTY	
TITLE PAGE	
NAME OF MOVEABLE PROPERTY	

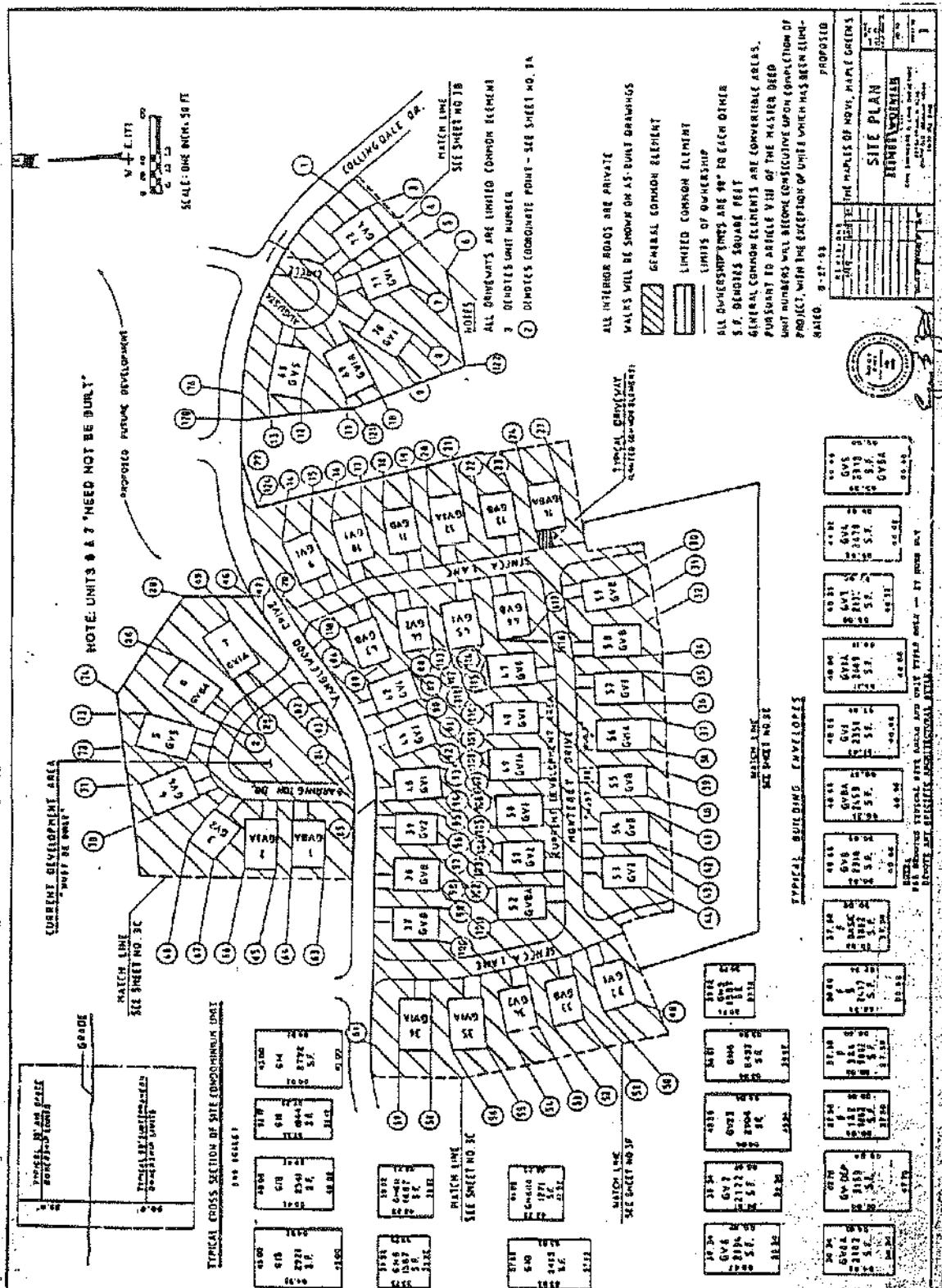
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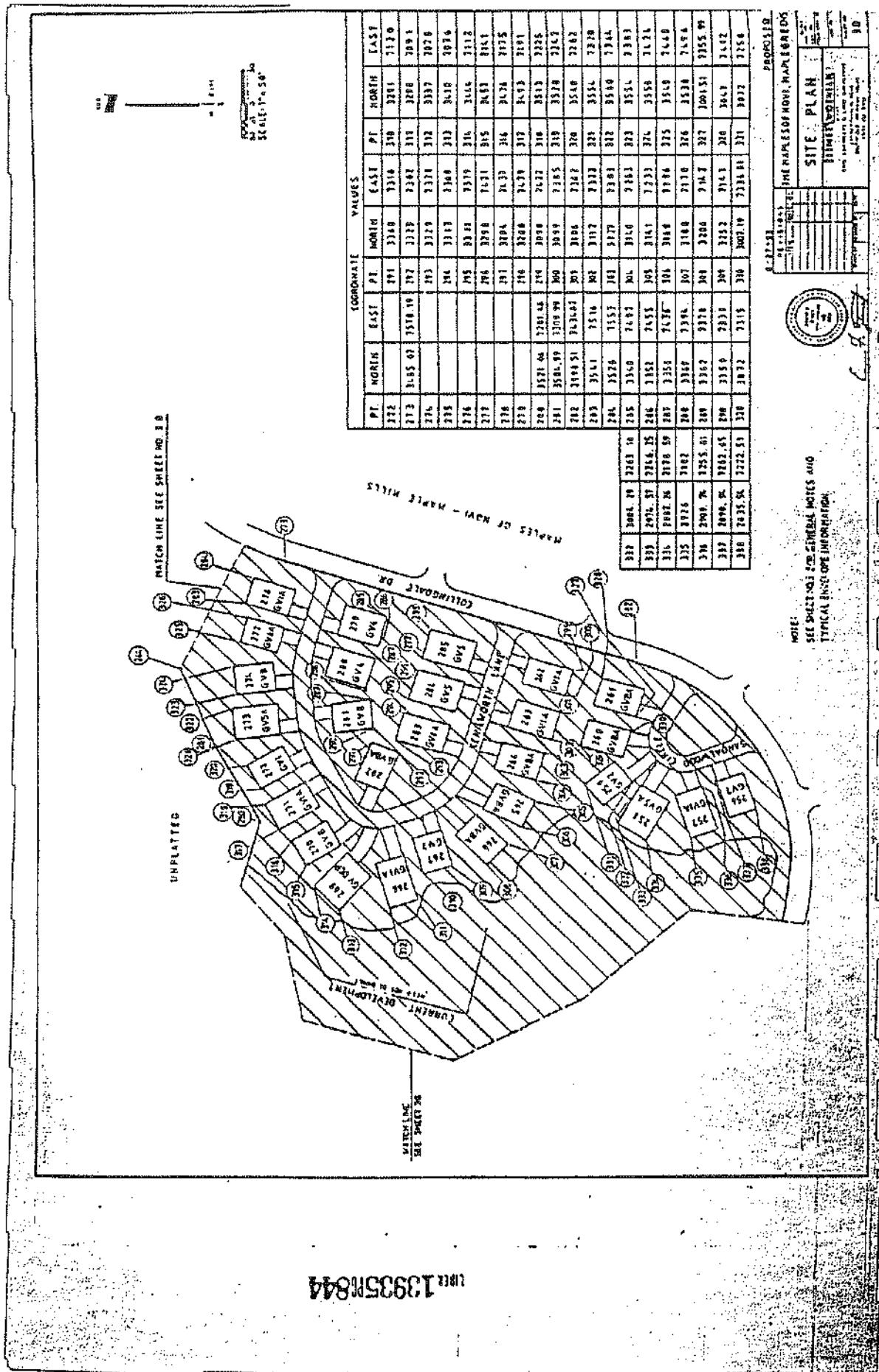


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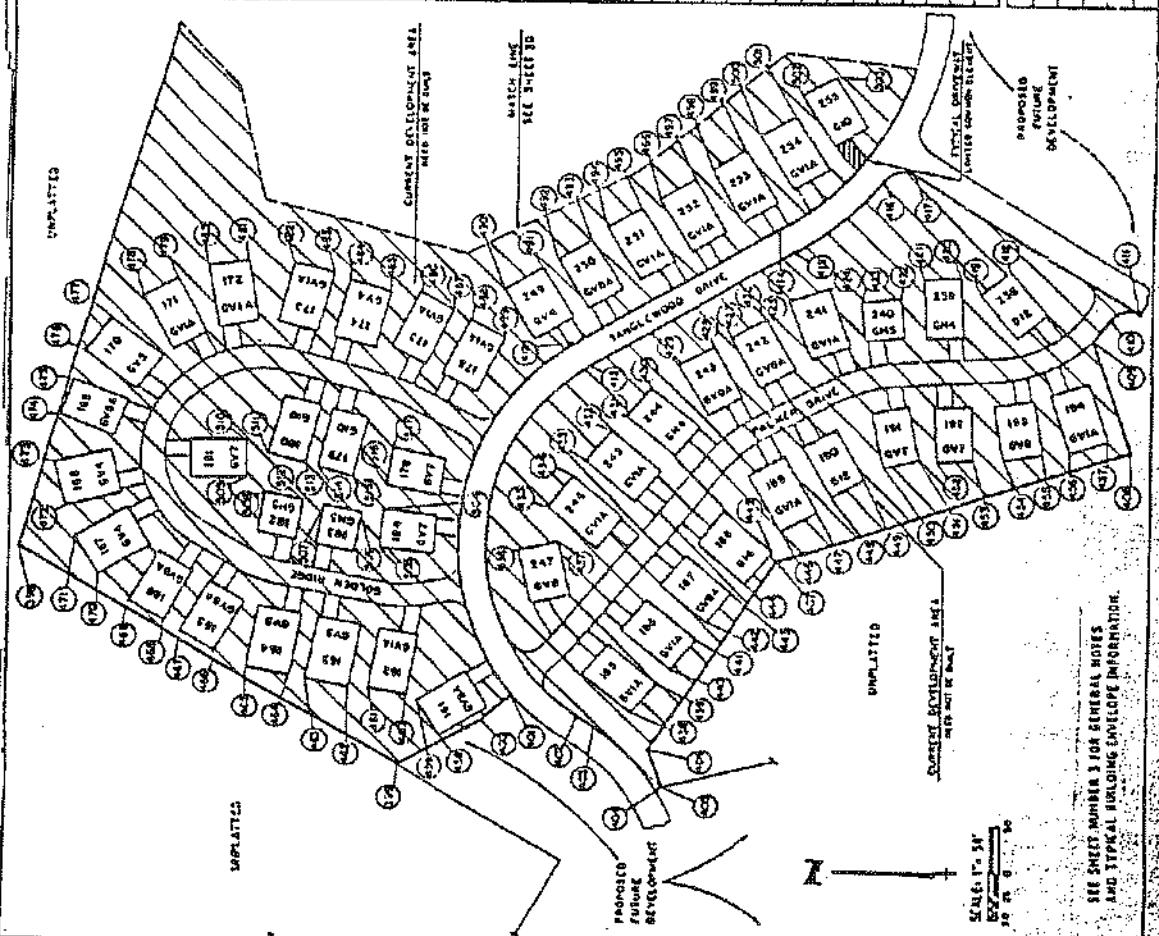
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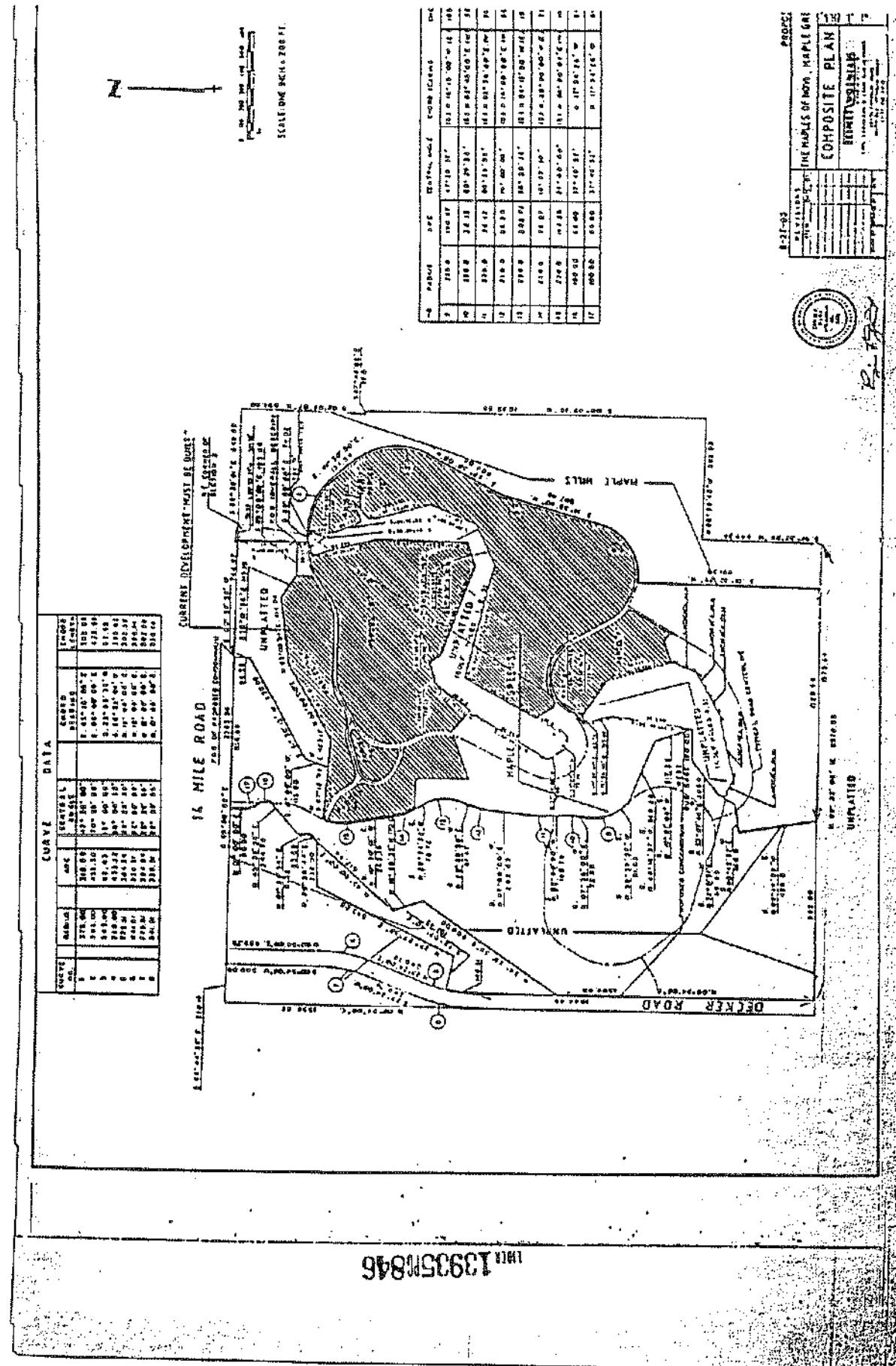


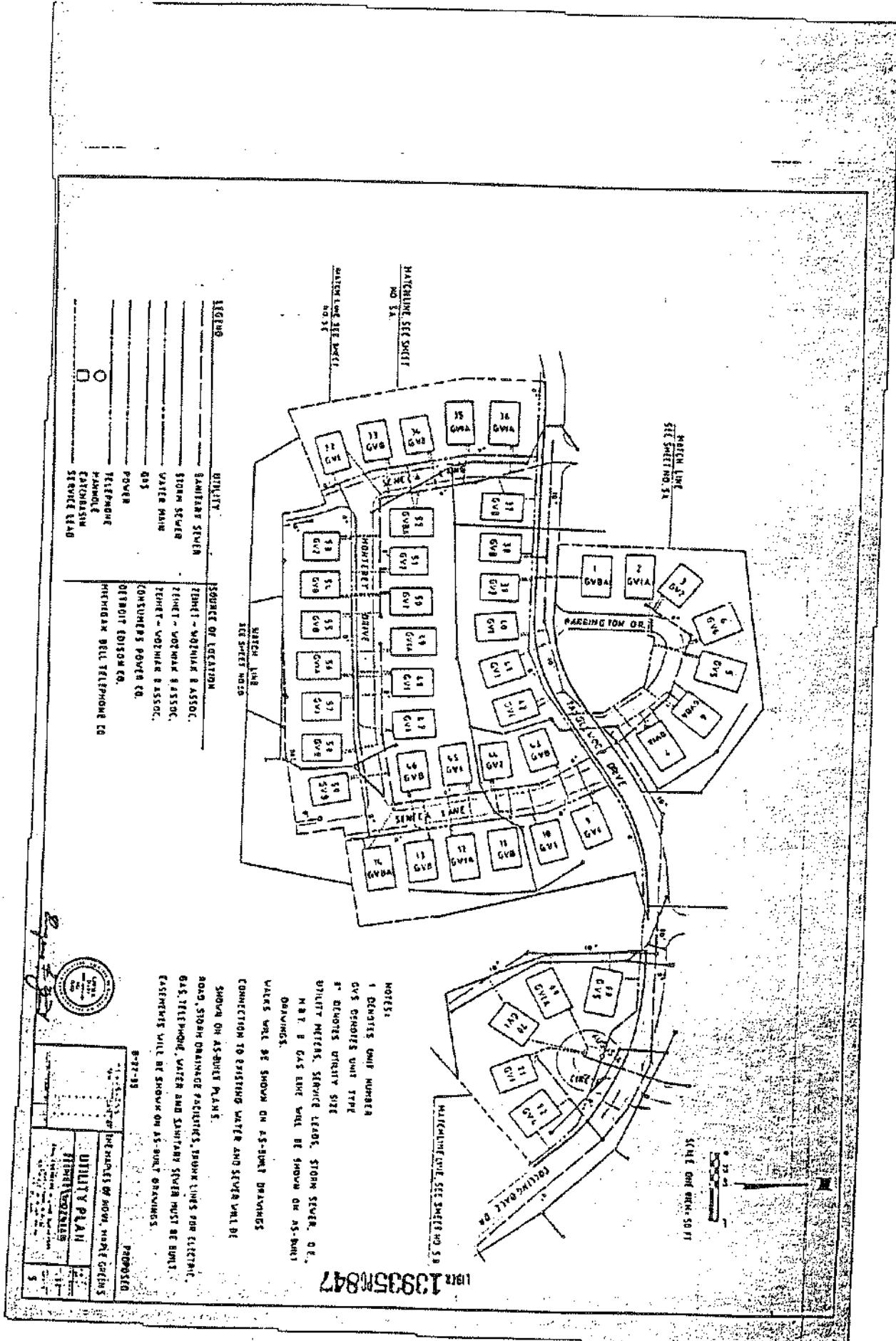
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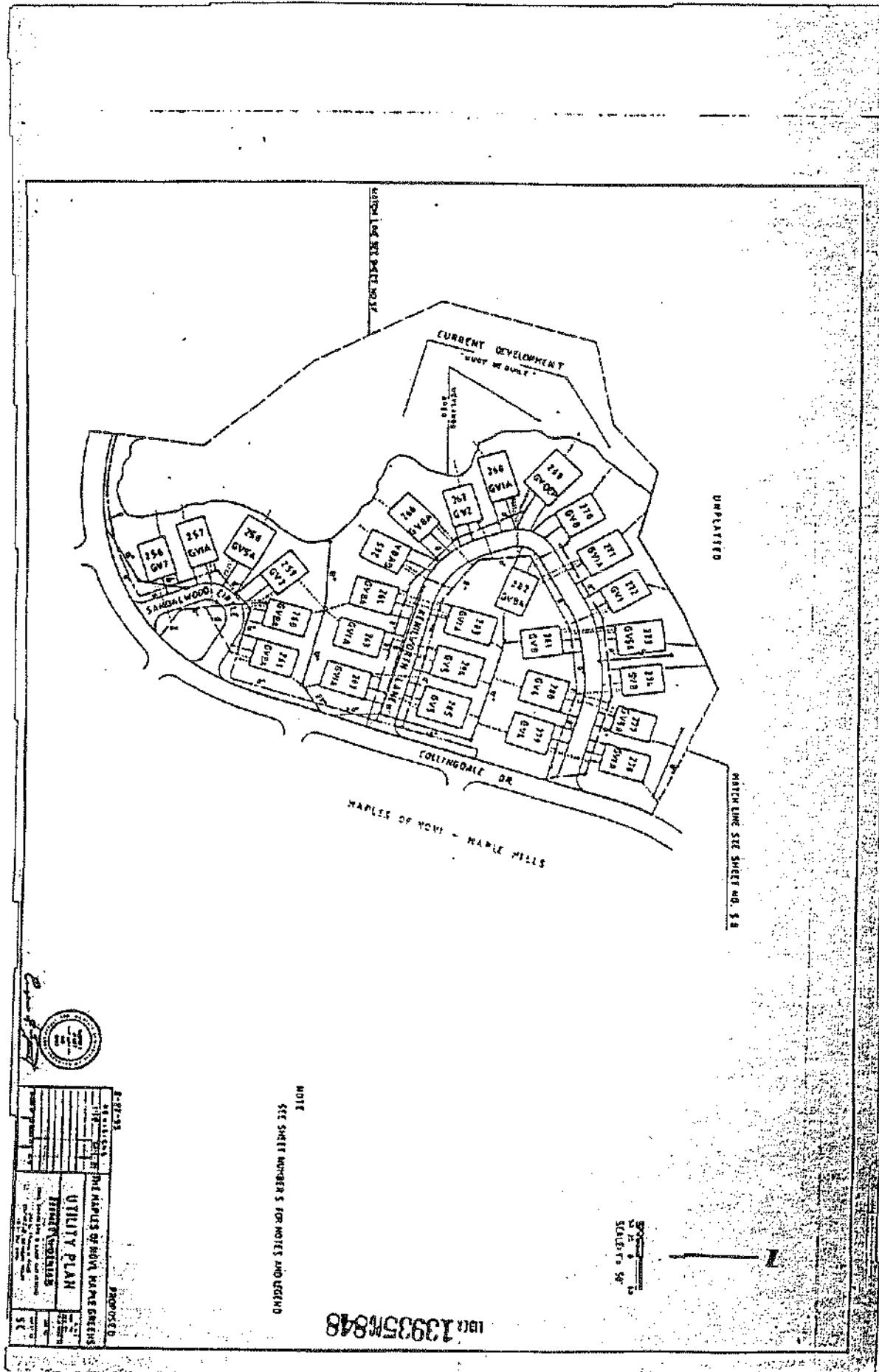
PK	Geographic Values									
	North	East	PT	North	East	PT	North	East	PT	North
001	3105.87	6340.00	438	3105	6305	474	3469	6469	494	4517
002	3105.37	6310.31	437	3145	6316	475	3454	6354	4775	4512
003	1133.13	6380.66	438	3062	6390	476	3459	6389	4779	4505
004	1701.20	6305.88	438	3035	6321	477	3462	6321	4784	4514
005	3116.32	6330.98	440	3045	6318	478	3452	6318	4773	4513
006	1101.42	6317.24	441	3071	6346	479	3452	6346	4771	4512
007	2023.87	6360.89	442	3002	6365	480	3459	6365	4795	4513
008	3009.98	6310.61	443	2986	6317	481	3456	6317	4795	4505
009	3064.38	6320.97	444	2873	6316	482	3429	6316	4837	4512
010	1914.94	6350.04	445	2919	6300	483	3350	6300	4846	4512
011	2319.23	6361.49	446	2954	6382	484	3374	6382	4837	4512
012	2816.35	6776.53	447	2931	6447	485	3331	6382	4824	4512
013	5394.52	6601.27	448	2877	6337	486	3384	6337	4817	4512
014	5301.94	6601.70	449	2847	6335	487	3346	6335	4818	4512
015	3118.11	6771.99	450	2853	6443	488	3320	6388	4809	4512
016	3127.21	6729.88	451	3182	6446	489	3363	6389	4811	4512
017	2133.24	6899.22	452	3740	6532	490	3210	6532	4810	4512
018	9310.13	6527.04	453	3734	6532	491	3378	6532	4812	4512
019	1706.4	6460.75	454	3746	6704	492	3157	6582	4812	4512
020	2789.60	6383.11	455	2613	6361	493	3222	6363	4813	4512
021	2719	6610	456	2554	6712	494	3107	6585	4813	4512
022	1717	4913	457	1866	6225	495	1672	6387	4817	4512
023	1704	4439	458	1992	6366	496	1616	6387	4817	4512
024	2706	6319	459	2119	6421	497	3019	6484	4814	4512
025	1815	4418	460	3181	6404	498	1007	6320	4812	4512
026	3894	6813	461	3329	6416	499	1287	6375	4812	4512
027	2808	6781	462	3379	6417	500	1352	6375	4812	4512
028	1860	6167	463	4119	6933	501	1339	6314	4814	4512
029	2210	6156	464	3452	6484	502	3166	6363	4812	4512
030	2934	6358	465	3477	6437	503	3219	6373	4812	4512
031	1607	6482	466	3429	6543	504	3164	6384	4812	4512
032	2102	6482	467	3510	6543	505	3177	6384	4812	4512
033	3106	6450	468	3421	6504	506	3177	6384	4812	4512
034	3167	6804	469	3482	6504	507	3493	6373	4812	4512



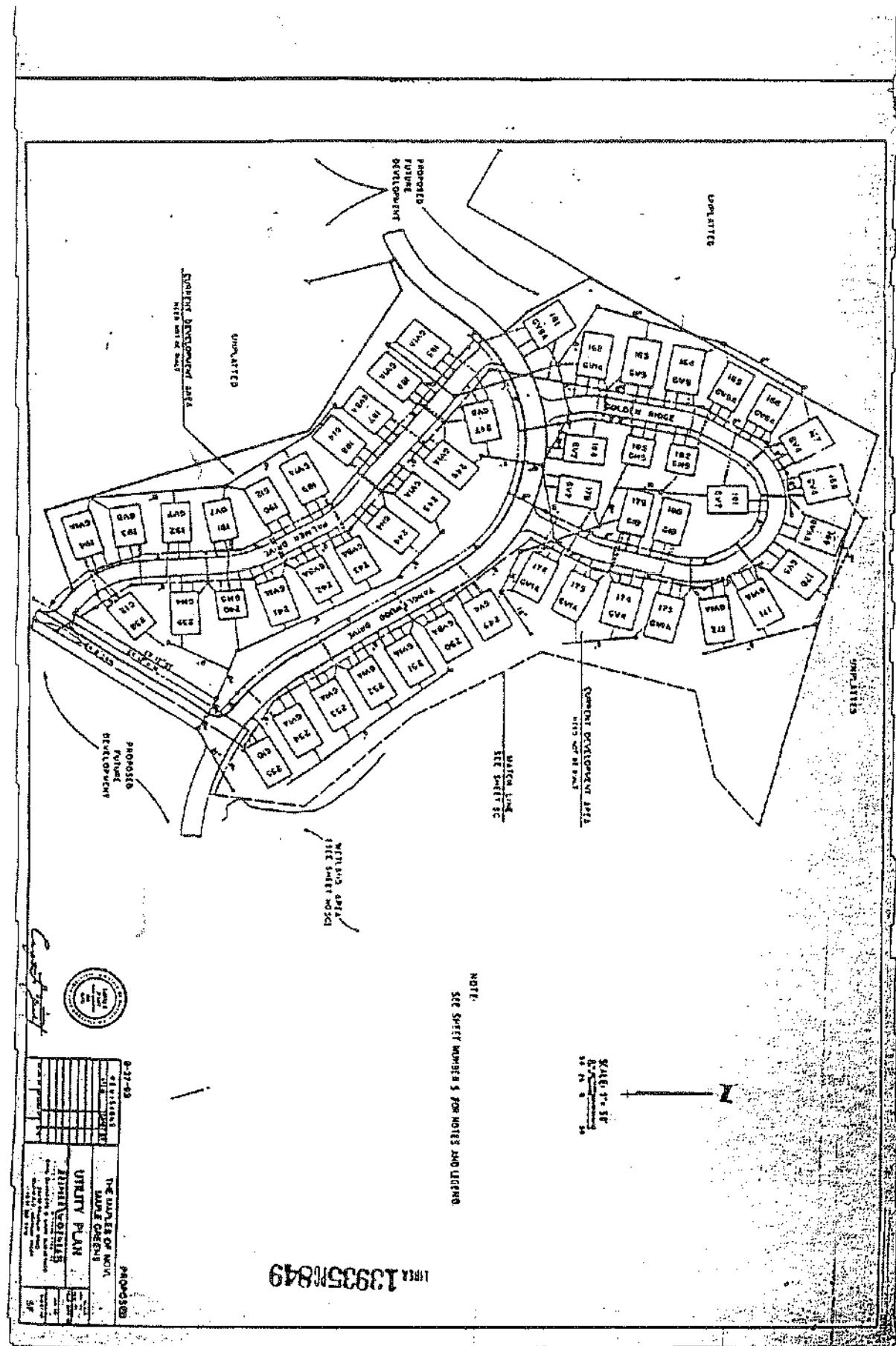
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