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RECORDED

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NANCY HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI.
48843

93/2

LIVINGSTON COUNTY TREASURER'S CERTIFICATE
I hereby certify that there are no TAX LIENS or TITLES held by the state or any individual against the within description, and all TAXES are same as paid for five years previous to the date of this instrument or appear on the records in this office except as stated. 4629
11-15-00 Dianne H. Hardy
Dianne H. Hardy, Treasurer
Sec. 135 Act 206, 1893 as Amended
5.00 Taxes not examined
HOMESTEAD DENIALS NOT EXAMINED

MASTER DEED FOR GLEN HAVEN
as required by the Michigan Condominium Act, MCLA 569.101 et seq., MSA 26.60(101) et seq.

This master deed is made and signed on October 27, 2000.

The Developer, TSB, Inc., a Michigan Corporation, whose address is 1282 N. Hacker Road, Howell, Michigan, 48843, is represented in this document by its President, Troy R. Biddix, who is fully empowered and qualified to act on behalf of the corporation.

The Developer is constructing a residential site condominium project to be known as Glen Haven, pursuant to plans approved by Hartland Township, on a parcel of land described in Article II of this document. The developer desires, by recording this master deed together with the condominium bylaws and the condominium subdivision plan, both of which are incorporated by reference and made a part of this document, to establish this real property and the improvements and appurtenances now and in the future located on it as a condominium project under the provisions of the Michigan Condominium Act. By recording this document, the developer establishes Glen Haven as a condominium project under the act and declares that the project shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, and used subject to the act and to the conditions stated in this master deed, all of which shall run with the land and burden and benefit the developer; its successors and assigns; any persons acquiring or owning an interest in the real property; and their grantees, successors, heirs, executors, administrators, and assigns.

PLAN # (208)

ARTICLE I
THE PROJECT

The project is a residential site condominium that is being constructed in a single phase to comprise a total of Thirteen (13) residential units. The developer and its successors specifically reserve the right to elect, within six (6) years after the initial recording of the master deed for the project, to contract the project by withdrawing all or part of the land described in Article II by an amendment or a series of amendments to the master deed, without the consent of any co-owner, mortgagee, or other party. However, no unit that has been sold and improved may be withdrawn without the consent of the owner and the mortgagee of the unit. Except as stated in this document, no restrictions or limitations on such an election exist regarding what land may be withdrawn, when or in what order land may be withdrawn, or how many units or common elements may be withdrawn. However, the number of remaining units in the project shall not be less than five (5), and the land constituting the project shall not be reduced to less than that reasonably necessary to accommodate same, including access and utilities.

The Thirteen (13) site condominium units that comprise the project, including the numbers, boundaries, dimensions, and areas of them, are completely described in the condominium subdivision plan. Each unit is suitable for individual use, having its own

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access from and exit to a common element of the project. Each co-owner in the project shall have a particular and exclusive property right to the co-owner's unit and shall have an undivided and inseparable right to share the general common elements of the project with other co-owners, as designated by this master deed.

ARTICLE II
LEGAL DESCRIPTION

The land on which the project is situated and which is submitted for condominium ownership pursuant to the Michigan Condominium Act, is located in Hartland Township and is described as follows:

LEGAL DESCRIPTION

Commencing at the West 1/4 corner of Section 30, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan, same being the intersection of the East – West 1/4 line of said section 30 with the East line of Oceola Township, Town 3 North, Range 5 East, Livingston County, Michigan and lying N 88°49'36" E .11 feet from the monumented West 1/4 Corner of said section 30; thence S 01°07'47" E 101.62 feet along the East line of Section 25, Town 3 North, Range 5 East, Oceola Township, Livingston County, Michigan and the centerline of Hacker Road also being the West line of said Section 30, Town 3 North, Range 6 East to the East 1/4 corner of said Section 25, Town 3 North, Range 5 East, thence S 01°12'47" E 553.23 feet along said East line of Section 25, Town 3 North, Range 5 East, Oceola Township, and said road centerline also being the West line of said Section 30, Town 3 North, Range 6 East; thence N 88°49'36" E 630.81 feet to the PLACE OF BEGINNING; thence continuing N 88°49'36" E 1384.17 feet; thence S 01°12'52" E 683.41 feet; thence S 88°47'08" W 1384.19 feet along the South line of the North 1/2 of the Southwest 1/4 of said section 30; thence N 01°12'47" W 684.40 feet to the Place of Beginning. Being part of the North 1/2 of the Southwest 1/4 of Section 30, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan, containing 21.73 acres of land, more or less.

ARTICLE III
DEFINITIONS

Certain terms are used not only in this master deed but also in other documents for the condominium project, such as the articles of incorporation; the association bylaws; the rules and regulations of the Glen Haven Association; and deeds, mortgages, liens, land contracts, easements, and other documents affecting interests in the project. As used in such documents, the following definitions apply unless the context otherwise requires:

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

2. The association of co-owners or the association means the nonprofit corporation organized under Michigan law of which all co-owners must be members. This corporation shall administer and maintain the project. Any action required of or permitted to the association may be carried out by its board of directors unless it is specifically reserved to its members by the condominium documents or Michigan law.

3. The association bylaws means the corporate bylaws of the association organized to maintain and administer the project.

4. Common elements, if used without modification, means the part of the project other than the condominium units described in Article IV.

5. Condominium bylaws means exhibit A, which is the bylaws stating the substantive rights and obligations of the co-owners.

6. Condominium documents includes this master deed and all its exhibits recorded pursuant to the Michigan Condominium Act and any other documents referred to in this document that affect the rights and obligations of a co-owner in the condominium.

7. The condominium subdivision plan means exhibit B, which is the site drawing, the survey, and other drawings depicting the existing and proposed structures and improvements, including their locations on the land.

8. Condominium unit or unit means that part of the project designed and intended for separate ownership and use, as described in this master deed.

9. Co-owner means a person, a firm, a corporation, a partnership, an association, a trust, or another legal entity or any combination who owns a condominium unit in the project, including a vendee of a land contract of which the purchase is not in default. Owner is synonymous with co-owner.

10. The developer means TSB, Inc. which has made and signed this master deed, as well as its successors and assigns.

11. General common elements means those common elements of the project described in Article IV (I), which are for the use and enjoyment of all co-owners, subject to such charges as may be assessed to defray the operation costs. Each condominium unit shall have an undivided interest in all common elements. An equal percentage of value is allocated to each condominium unit.

12. The master deed means this instrument as well as its exhibits and amendments, by which the project is submitted for condominium ownership.

13. Percentage of value means the percentage assigned to each unit by this master deed, which determines the value of a co-owner's vote at association meetings when voting

by value or by number and value and the proportionate share of each co-owner in the common elements of the project.

14. The project or the condominium means Glen Haven, a condominium development established in conformity with the Michigan Condominium Act.

15. The transitional control date means the date when a board of directors for the association takes office pursuant to an election in which the votes that may be cast by eligible co-owners unaffiliated with the developer exceed the votes that may be cast by the developer.

16. Development and Sales Period. "Development and Sales Period," for the purposes of the Condominium Documents and the rights reserved to the Developer thereunder, shall be deemed to continue until the transitional control date as defined in the Act. Whenever a reference is made in this document to the singular, a reference shall also be included to the plural if appropriate.

ARTICLE IV
COMMON ELEMENTS

1. General Common Elements. The General Common Elements are all those areas so designated by the legend set forth on exhibit B including but not limited to the following:

   a. Electrical and Telephone. The electrical and telephone transmission mains throughout the Project up to the respective transformers for each Unit.

   b. Recreational Area. The recreational open-space area bounded by units 6 and 7 as reflected on Exhibit B.

   c. Storm sewer network. All storm sewer drains and detention ponds as depicted on Exhibit B to the Master Deed.

   d. Roadway and signs. The roadway and signs as depicted on Exhibit B.

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

   a. Co-owner Responsibilities.

      i. Units and Setback Areas. The responsibility for and the costs of maintenance, decorating, repair and replacement of the Unit and all buildings and structures within a unit shall be borne by the owner of such Unit; provided, however, that the exterior appearance of the improvements within Units and setback areas, to the extent visible from any other Unit or Common Element in the Project, shall be subject at all times to the reasonable aesthetic and maintenance standards

prescribed by the Association in the Bylaws and in duly adopted rules and regulations.

ii. Utility Services. All costs of electricity, gas, cable television, telephone, and any other utility services shall be borne by the owner of the Unit to which such services are furnished. All utility laterals and leads shall be maintained, repaired and replaced at the expense of the owner whose Unit they service, except to the extent that such expenses are borne by a utility company or public authority and the Association shall have no responsibility therefor. Further, in the event that, in the future, it shall be required by a public authority or public authorities to install public gas, sewer and/or water mains to serve the Units in the Condominium, then the collective costs assessable to the Condominium Project as a whole of installation of such mains shall be borne by the Co-owners as provided in the Condominium Bylaws Article V.

b. Association Responsibilities. The costs of maintenance, repair and replacement of all General Common Elements shall be borne by the Association, subject to, any provisions of Bylaws expressly to the contrary. The Association shall not be responsible, in the first instance, for performing any maintenance, repair or replacement with respect to residences and their appurtenances located within the Unit boundaries. Nevertheless, in order to provide for flexibility in administering the Condominium, the Association, acting through its Board of Directors, may undertake such other regularly recurring, reasonably uniform, periodic exterior maintenance, functions with respect to dwellings constructed within any Unit boundaries and their appurtenant yard as it may deem appropriate and as the Co-owners may unanimously agree (including, without limitation, lawn mowing, snow removal and tree trimming). Nothing herein contained, however, shall compel the Association to undertake such responsibilities. Any such responsibilities undertaken by the Association shall be charged to any affected Co-owner on a reasonably uniform basis and collected in accordance with the assessment procedures established under Article V 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.

2. Utility Systems. Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications facilities, if any, 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 any telecommunications facilities, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any. The extent of the Developer's and Associations responsibility will be to see to it that telephone, electric and gas mains or lines are installed - within reasonable proximity to, but not within, the Units. Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with extension of

such utilities by laterals from the mains to any structures and fixtures located within the Units.

3. Water Supply and Sewage Disposal (installation and maintenance): Any and all units and unit owners shall be subject to the following requirements and restrictions:

   a. No unit shall be used for other than a single family dwelling.

   b. There shall be no future subdividing of any building units which would utilize individual onsite sewage disposal and/or water supply systems.

   c. "Glen Haven" Site Condominium Project has been approved for 13 individual Units as described in Desine, Inc. site plan Job # 7558 dated August 20, 1997. The wells and septics shall be located in the exact area as indicated on the preliminary site plan.

   d. All wells shall be drilled by a licensed Michigan well driller and be drilled to a depth that will penetrate a minimum of a 10 ft. protective clay barrier which will most likely be accomplished at depths ranging between 70 and 140 ft. These wells shall be grouted the entire length of the casing.

   e. The test wells used to determine water supply adequacy have been drilled on Unit 13. If this well is not intended for use as a potable water supply, then it must be properly abandoned according to Part 127, Act 368 of the Groundwater Quality Control Act.

   f. There shall be no underground utility lines located within the areas designated as active and reserve septic system areas.

   g. The reserve septic locations as designated on the preliminary plan on file at the Livingston County Health Department must be maintained vacant and accessible for future sewage disposal uses.

   h. The active and reserve septic areas shall be prepared according to the information submitted by the engineer on Units 8 and 11. Elevation and design specifications have been submitted to the Livingston County Health Department for review and have been approved. Engineer certification is required **prior to final master deed approval** indicating that these units have been prepared under engineer guidelines and written certification is required along with an "as-built" drawing depicting the original grades and final constructed grades in the cut or filled areas.

   i. Prior to issuance of permits for Units 6 and 7 individual engineered site plans showing elevation and design specifications for both proposed active and reserve septic areas along with the house, well, and utility locations shall be submitted to the Livingston County Health Department for review and approval. Due to the fact that engineered plans shall be required along with written engineer approval after

APPROVED
Livingston County Health Department
Name
Date 11/13/00

the septic areas have been prepared, the cost of the system may be higher than a typical conventional sewage disposal system. These units require the utilization of sand filter technology and shall be designed by a registered professional engineer in conformance with Livingston County Sanitary Code guidelines for the design and installation of alternative sewage disposal systems, dated March 22, 1996.

j. The onsite sewage disposal systems for Units 1-4, 9, 10, 12, and 13 will require the excavation of slow permeable soils to a more permeable soil ranging from 5 to 10 ft. in depth. Due to the fact that unsuitable soils will be excavated in the area and replaced with a clean sharp sand, the cost of the system may be higher than a conventional sewage disposal system.

k. The engineer must give written certification that any additional grades, filling, and/or land balancing that has taken place as part of the construction of the development has not affected the placement for either the active or reserve sewage disposal systems. This certification must be given stating that there have been no changes on any units affected **prior to final master deed approval**.

l. **Prior to final master deed approval**, written engineer certification must be given which indicates that all storm drains which are within 25 ft. to the proposed active or reserve septics have been sealed with a watertight premium joint material.

APPROVED
Livingston County Health Department
Name
Date 11/13/00

m. A total of 2400 sq. ft. has been designated on each unit (i.e., 6 and 7) for the active and reserve sewage disposal systems to accommodate a typical three bedroom single family home. Proposed homes exceeding three bedrooms must show that sufficient area exists for both active and reserve sewage systems which meet all acceptable isolation distances.

n. There shall be no activity within the regulated wetlands unless permits have been obtained from the Michigan Department of Environmental Quality.

o. All restrictions placed on "Glen Haven" Site Condominium Community by the Livingston County Health Department are not severable and shall not expire under any circumstances unless otherwise amended or approved by the Livingston County Health Department.

4. Except as stated in this master deed, condominium units shall not be separable from the common elements appurtenant to them and shall not be used in any manner inconsistent with the purposes of the project or in any other way that would interfere with or impair the rights of any co-owner to use and enjoy the co-owner's unit or the common elements appurtenant to it.

ARTICLE V
UNIT DESCRIPTIONS AND PERCENTAGES OF VALUE

1. Description of Units. Each Unit in the Condominium Project is described in this Paragraph with reference to the Condominium Subdivision Plan of Glen Haven Subdivision as prepared by Desine Inc. and attached hereto as a part of Exhibit B. Each Unit shall consist of the space located within Unit boundaries as shown in Exhibit B hereto and delineated in accordance with the legend contained thereon.

2. Percentage of Value. The percentages of value assigned to each Unit are equal. 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 of Co-owners.

ARTICLE VI
EASEMENTS

1. Easement for Utilities. There shall be easements to, through and over those portions of the land (including all Units), structures, buildings and improvements in the Condominium for the continuing maintenance, repair, replacement, enlargement of any General Common Element utilities in the Condominium as depicted on the Condominium Subdivision Plan as the same may be amended from time to time.

2. Easements Retained by Developer.

   a. Utility Easements. The Developer also hereby reserves for the benefit of itself, its successors and assigns easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium, including, but not limited to, water, gas, storm and sanitary sewer mains, if any. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located in the Condominium it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement. All expenses of maintenance, repair and replacement of any utility mains referred to in the Section shall be equitably borne by the co-owners of this Condominium. Such easements to extend through the Development and Sales Period.

   b. Roadway Easement. The Developer also hereby reserves for the benefit of itself, its successors and assigns easement rights for the construction, enlargement or extension of the roadways of the Project. This easement shall include the reasonable access to such common element areas of the Project as may be required; provided, however, that should the Developer enter any improved yard areas during roadway construction, enlargement or extension, Developer shall at

its expense return the grounds to their previous condition. Such easement to extend through the Development and Sales Period.

c. Abandonment of Water Supply Systems. At the time of the recording of this Master Deed, public water service was not available to the Condominium. In the event that public water facilities are made available to the Condominium at some time in the future, all water wells installed by Co-owners shall be abandoned within one year after the, public water is available (or sooner if so required by the Township of Hartland or other governmental authorities) and each Unit in the Condominium shall be connected to the public water service as the case may be. Each individual Co-owner shall bear the expense of tapping into the public water system to service his respective Unit.

d. Storm Drain Easement. There exists a forty-foot easement for storm drains as depicted in the Exhibit B documents. All maintenance of the storm drainage and detention pond shall be the responsibility of the association.

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 easements, licenses, rights of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium subject, however to the approval of the Developer so long as the Development and Sales Period has not expired. Easements created under the Condominium Documents may not be modified, nor may any of the obligations with respect thereto be varied, without the approval of Hartland Township and the consent of each person benefited thereby.

4. Association, Developer and Utilities 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. While it is intended that each Co-owner shall be solely responsible for the performance and costs of all maintenance, repair and replacement of any decoration of the residence and all other appurtenances and improvements constructed or otherwise located within his Unit, it is nevertheless a matter of concern that a Co-owner, may fail to properly maintain the exterior of his Unit or any structure therein in a proper manner and in accordance with the standards set forth in Article IV, Section 4 of the Bylaws. Therefore, in the event a Co-owner fails, as required by this Master Deed or the Bylaws, to properly and adequately maintain, decorate, repair, replace or otherwise keep his Unit or any improvements or appurtenances located therein or any Common Elements appurtenant thereto, the Association (and/or the

Developer during the Development and Sale Period) shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the Unit, its appurtenances, all at the expense of the Co-owner of the Unit. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All cost incurred by the Association or the Developer in performing any responsibilities which are required (including interest at the maximum amount allowed by law), 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 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.

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. 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 be the property of the Association.

6. No easements created under the Condominium documents may be modified without the approval of Hartland Township. All buildings and structures are subject to the regulations and review procedures of Hartland Township ordinances.

ARTICLE VII
AMENDMENTS AND TERMINATION

1. If there is no co-owner other than the Developer, the Developer may unilaterally amend the condominium documents or, with the consent of any interested mortgagee, unilaterally terminate the project. All documents reflecting such amendment or termination shall be recorded in the public records of Livingston County, Michigan.

2. If there is a co-owner other than the Developer, the condominium documents may be amended for a proper purpose only as follows:

   a. An amendment may be made without the consent of any co-owners or mortgagees if the amendment does not materially alter the rights of any co-owners or mortgagees of units in the project, including without limitation amendments to modify the types and sizes of unsold condominium units.

   b. Even if an amendment would materially alter the rights of any co-owners or mortgagees, it can be made if at least two-thirds of the co-owners and mortgagees consent. However, dimensions of a co-owner's unit may not be modified without the co-owner's consent, nor may the formula used to determine percentages of value for the project or provisions relating to the ability or terms under which a unit may be rented be modified without the consent of the Developer and each affected co-owner and mortgagee. Rights reserved by the Developer in this master deed, including rights to amend the master deed for purposes of expansion, contraction, or modification of units in the course of construction, shall not be amended without written consent from the Developer as long as the Developer or its successors continue to own or to offer for sale any unit in the project. For the purpose of this provision, a mortgagee shall have one vote for each mortgage held.

   c. The Developer may also make a material amendment unilaterally without the consent of any co-owner or mortgagee for the specific purposes reserved by the Developer in this master deed except as prohibited in Section 90 (4) of the Act. Until the completion and sale of all units as described in Article 1, such rights reserved by the Developer may not be further amended except with written consent from the Developer or its successors or assigns.

   d. A person causing or requesting an amendment to the condominium documents shall be responsible for the costs and expenses of the amendment, except for amendments based on a vote of the prescribed majority of co-owners and mortgagees or based on the advisory committee's decision, the costs of which are administration expenses. The co-owners and mortgagees of record shall be notified of proposed amendments under this provision at least 10 days before the amendment is recorded.

   e. If there is a co-owner other than the Developer, the project may only be terminated with the consent of the Developer and at least 80 percent of the unaffiliated co-owners and mortgagees, as follows:

      i. The agreement of the required number of co-owners and mortgagees to terminate the project shall be evidenced by their signing of the termination agreement or ratification of it. The termination shall become effective only when this evidence of the agreement is recorded.

ii. On recording an instrument terminating the project, the property constituting the condominium shall be owned by the co-owners as tenants in common in proportion to their undivided interests in the common elements immediately before recordation. As long as the tenancy in common lasts, each co-owner or the heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property that formally constituted the condominium unit,

iii. On recording an instrument terminating the Project, any rights the co-owners may have to the assets of the association shall be in proportioned to their undivided Interests In the common elements immediately before recordation, except that common profits shall be distributed in accordance with the condominium documents and the Michigan Condominium Act.

iv. Notification of termination by first-class mail shall be made to all parties interested in the project, including escrow agents. Land contract vendors, creditors, lien holder, and prospective purchasers who have deposited funds, Proof of dissolution must be submitted to the administrator.

ARTICLE VIII
HARTLAND TOWNSHIP APPROVAL

In the event of any conflict between any provision of this Master Deed, or any other Condominium Document, and any provision of Michigan law or Hartland Township ordinance, the provision of law or ordinance shall take precedence and control. Neither the review, approval and/or acceptance of this Master Deed or other Condominium Documents shall be interpreted or construed in any way as constituting a variance from or approval by the township of any violation of any provision of Michigan law or Hartland Township ordinance. Any amendment of this Master Deed or other Condominium Document relating to any matter which is subject to the provisions of any Hartland Township ordinance shall require the approval of Hartland Township. In the event that there is any modification of the size or location of any unit or any limited common element or any other modification of the project or any portion of it which is not strictly in accordance with the site plan approved by Hartland Township, the same shall require the review and approval of an amended site plan pursuant to the applicable provisions of Hartland Township's zoning, or other, ordinances in effect at that time.

TSB, Inc.,
a Michigan Corporation

By: Troy R. Biddix
Its President

, President

TSB, Inc

Subscribed and sworn before me on this 27th day October, 2000

WITNESS:

Jason Wallace

Jason Wallace

Wayne M. Perry

Dianne L. LaBreche

Notary Public, Oakland County
acting in Livingston County
My commission expires: 9-18-2001

DIANNE L. LABRECHE
Notary Public, Oakland County, MI
My Commission Expires Sept. 18, 2001

C:\tsb\ghmdeed.doc

Drafted by and when recorded return to:

Troy Biddix
1282 N. Hacker Road
Howell, MI 48843

10/21/00

Exhibit "A"

CONDOMINIUM BYLAWS OF GLEN HAVEN

ARTICLE I
THE CONDOMINIUM PROJECT

1. Organization. Glen Haven, a residential site condominium project located in the township of Hartland, Livingston County, Michigan, is being constructed in a single phase to comprise a total of thirteen (13) units. Once the master deed is recorded, the management, maintenance, operation, and administration of the project shall be vested in an Association of Co-owners organized as a nonprofit corporation under Michigan law.

2. Compliance. All present and future Co-owners, mortgagees, lessees, or other persons who may use the facilities of the condominium in any manner shall be subject to and comply with the Michigan Condominium Act, MCLA 559.101 et seq., MSA 26.50(101) et seq., the master deed and its amendments, the articles of incorporation, the Association bylaws, and other condominium documents that pertain to the use and operation of the condominium property. The Association shall keep current copies of these documents and make them available for inspection at reasonable hours to Co-owner, prospective purchasers, and prospective mortgagees of units in the project. If the Michigan Condominium Act conflicts with any condominium documents referred to in these bylaws, the act shall govern. A party's acceptance of a deed of conveyance or of a lease or occupancy of a condominium Unit in the project shall constitute an acceptance of the provisions of these documents and an agreement to comply with them.

3. Definitions. Certain terms are used not only in these association bylaws but also in other documents for the condominium project, such as the master deed; articles of incorporation; the rules and regulations of the Glen Haven association; and deeds, mortgages, liens, land contracts, easements, and other documents affecting interests in the project. As used in such documents, the definitions set forth in the master deed apply unless the context otherwise requires.

ARTICLE II
MEMBERSHIP AND VOTING

1 Membership. Each present and future Co-owner of a Unit in the project shall be a member of the Association, and no other person or entity shall be entitled to membership. The share of a member in the funds and assets of the Association may be assigned, pledged, or transferred only as an appurtenance to the condominium Unit.

2. Voting rights. Except as limited in the master deed and in these bylaws, each Co-owner shall be entitled to one vote for each Unit owned and no cumulation of votes shall be permitted.

3. Members entitled to vote. No Co-owner, other than the Developer, may vote at a meeting of the Association until the Co-owner presents written evidence of the ownership of a condominium Unit in the project, nor may a Co-owner vote before the initial meeting of members (except for elections held pursuant to Article III, provision 4). The Developer may vote only for those units to which it still holds title and for which it is paying the full monthly assessment in effect when the vote is cast.

   The person entitled to cast the vote for the Unit and to receive all notices and other communications from the Association may be designated by a certificate signed by all the record owners of the Unit and filed with the secretary of the Association. Such a certificate shall state the name and address of the designated individual, the number of units owned, and the name and address of the party who is the legal Co-owner. All certificates shall be valid until revoked, until superseded by a subsequent certificate, or until the ownership of the Unit concerned changes.

4. Proxies. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and for any adjournment of that meeting and must be filed with the Association before the appointed time of the meeting.

5. Majority. At any meeting of members at which a quorum is present, 51 percent of the Co-owners entitled to vote and present in person or by proxy, in accordance with the percentages allocated to each condominium Unit in the master deed for the project, shall constitute a majority for the approval of the matters presented to the meeting, except as otherwise required in these bylaws, in the master deed, or bylaw.

ARTICLE III
MEETINGS AND QUORUM

1. Initial meeting of members. The initial meeting of the members of the Association shall be convened within 120 days after the conveyance of legal or equitable title to non-Developer Co-owners of 25 percent of the units that may be created or within 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the project, whichever occurs first. At the initial meeting, the eligible Co-owners may vote for the election of directors of the Association. The Developer may call meetings of members of the Association for informational or other appropriate purposes before the initial meeting, but no such informational meeting shall be construed as the initial meeting of members.

2. Annual meeting of members. After the initial meeting, an annual meeting of the members shall be held in each year at the time and place specified in the Association bylaws. At least 10 days before an annual meeting, written notice of the time, place, and purpose of the meeting shall be mailed to each member entitled to vote at the meeting. At least 20 days written notice shall be provided to each member of any proposed amendment to these bylaws or to other condominium documents.

3. Advisory committee. Not later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of one-third of the units that may be created or one year after the initial conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the project, whichever occurs first, the Developer shall select three non-developer Co-owners to serve as an advisory committee to the board of directors. The purpose of the advisory committee shall be to facilitate communication between the board of directors and the non-developer Co-owners and to aid in the ultimate transfer of control to the Association. The members of the advisory committee shall serve for one year or until their successors are selected, and the advisory committee shall automatically cease to exist on the transitional control date. The board of directors and the advisory committee shall meet with each other when the advisory committee requests. However, there shall not be more than two such meetings each year unless both parties agree.

4. Composition of the board. Not later than 120 days after the conveyance of legal recordable title to non-developer Co-owners of 25 percent of the units that may be created, at least one director and at least one-fourth of the board of directors of the Association shall be elected by non-developer Co-owners. Not later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 50 percent of the units that may be created, at least one-third of the board of directors shall be elected by non-developer Co-owners. Not later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 75 percent of the units, the non-developer Co-owners shall elect all directors on the board except that the Developer may designate at least one director as long as the Developer owns or offers for sale at least 10 percent of the units in the project or as long as 10 percent of the units that may be created remain unbuilt.

   Notwithstanding the formula provided above, 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the project, if title to at least 75 percent of the units that may be created has not been conveyed, the non-developer Co-owners may elect the number of members of the board of directors of the Association equal to the percentage of units they hold, and the Developer may elect the number of members of the board equal to the percentage of units that it owns and pays assessments for. This election may increase but not reduce the minimum election and designation rights otherwise established in these bylaws. The application of this provision does not require a change in the size of the board as stated in the corporate bylaws.

   If the calculation of the percentage of members of the board that the non-developer Co-owners may elect or if the product of the number of members of the board multiplied by the percentage of units held by the non-developer Co-owners results in a right of non-developer Co-owners to elect a fractional number of members of the board, a fractional election right of 0.5 or more shall be rounded up to the nearest whole number, which shall be the number of members of the board that the non-developer Co-owners may elect. After applying this formula, the Developer may elect the remaining members of the board. The application of this provision shall not

eliminate the right of the Developer to designate at least one member, as provided in these bylaws.

5. Quorum of members. The presence in person or by proxy of 30 percent of the Co-owners entitled to vote shall constitute a quorum of members. The written vote of any person furnished at or before any meeting at which the 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 on which the vote is cast.

ARTICLE IV
ADMINISTRATION

1. Board of directors. The business, property, and affairs of the Association shall be managed and administered by a board of directors to be elected in the manner stated in the Association bylaws. The directors designated in the articles of incorporation shall serve until their successors have been elected and qualified at the initial meeting of members. All actions of the first board of directors of the Association named in its articles of incorporation or any successors elected by the Developer before the initial meeting of members shall be binding on the Association as though the actions had been authorized by a board of directors elected by the members of the Association at the initial meeting or at any subsequent meeting, as long as the actions are within the scope of the powers and duties that may be exercised by a board of directors as provided in the condominium documents. The board of directors may void any service contract or management contract between the Association and the Developer or affiliates of the Developer on the transitional control date, within 90 days after the transitional control date, or on 30 days notice at any time after that for cause. To the extent that and management contract extends beyond one (1) year after the transitional control date the excess period under the contract may be voided by the board of directors of the Association of Co-owners by notice to the management agent at least 30 days before the expiration of the one (1) year.

2. Powers and duties. The board shall have all powers and duties necessary to administer the affairs of the Association. The powers and duties to be exercised by the board shall include the following:

   a. maintaining the common elements

   b. developing an annual budget and determining, assessing, and collecting amounts required for the operation and other affairs of the condominium

   c. employing and dismissing personnel as necessary for the efficient management and operation of the condominium property

   d. adopting and amending rules and regulations for the use of condominium property

e. opening bank accounts, borrowing money, and issuing evidences of indebtedness to further the purposes of the condominium and designating required signatories therefor

f. obtaining insurance for condominium property, the premiums of which shall be an administration expense

g. leasing or purchasing premises suitable for use by a managing agent or custodial personnel, on terms approved by the board

h. granting concessions and licenses for the use of parts of the common elements for purposes not inconsistent with the Michigan Condominium Act or the condominium documents

i. authorizing the signing of contracts, deeds of conveyance, easements, and rights-of-way affecting any real or personal property of the condominium on behalf of the Co-owners

j. making repairs, additions, improvements, and alterations to the condominium property and repairing and restoring the property in accordance with the other provisions of these bylaws after damage or destruction by fire or other casualties or condemnation or eminent domain proceedings

k. asserting, defending, or settling claims on behalf of all Co-owners in connection with the common elements of the project and, on written notice to all Co-owners, instituting actions on behalf of and against the Co-owners in the name of the Association

l. other duties as imposed by resolutions of the members of the Association or as stated in the condominium documents

3. Accounting records. The Association shall keep books and records with a detailed account of the expenditures and receipts affecting the condominium project and its administration and which specify the operating expenses of the project. These records shall specify the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the Association and its Co-owners. These records shall be open for inspection by the Co-owners during reasonable working hours at a place to be designated by the Association. The Association shall prepare a financial statement from these records and distribute it to all Co-owners at least once a year. The Association shall define the contents of the annual financial statement. Qualified independent accountants (who need not be certified public accountants) shall review the records annually and audit them every fifth year. The cost of these reviews and audits shall be an administration expense. Audits need not be certified.

4. Maintenance and repair.

a. Co-owners must maintain and repair their condominium, except general common elements in their units. Any Co-owner who desires to repair a common element or structurally modify a Unit must first obtain written consent from the Association and shall be responsible for all damages to any other units or to the common elements resulting from such repairs or from the Co-owner's failure to effect such maintenance and repairs.

b. The Association shall maintain and repair the common elements to the extent stated in the master deed and shall charge the costs to all the Co-owners as a common expense unless the repair is necessitated by the negligence, misuse, or neglect of a Co-owner, in which case the expense shall be charged to the Co-owner.

5. Reserve fund. The Association shall maintain a reserve fund, to be used only for major repairs and replacement of the common elements, as required by MCLA 559.205, MSA 26.50(205). The fund shall be established in the minimum amount stated in these bylaws on or before the transitional control date and shall, to the extent possible, be maintained at a level that is equal to or greater than 10 percent of the current annual budget of the Association. The minimum reserve standard required by this provision may prove to be inadequate, and the board shall carefully analyze the project from time to time to determine whether a greater amount should be set aside or if additional reserve funds shall be established for other purposes.

6. Mechanic's liens. A mechanics lien for work performed on a condominium Unit shall attach only to the Unit or element on which the work was performed. A lien for work authorized upon the common elements by the Developer or the principal contractor shall attach only to condominium units owned by the Developer when the statement of account and lien are recorded. A mechanics lien for work authorized by the Association shall attach to each Unit in proportion to the extent to which the Co-owner must contribute to the administration expenses. No mechanics lien shall arise or attach to a condominium Unit for work performed on the general common elements that is not contracted by the Association or the Developer.

7. Managing agent. The board may employ for the Association a management company or managing agent at a compensation rate established by the board to perform duties and services authorized by the board, including the powers and duties listed in provision 2 of this article. The Developer or any person or entity related to it may serve as managing agent if the board appoints the party.

8. Officers. The Association bylaws shall provide for the designation, number, terms of office, qualifications, manner of election, duties, removal, and replacement of officers of the Association and may contain any other provisions pertinent to officers of the Association that are not inconsistent with these bylaws. Officers may be compensated, but only on the affirmative vote of more than 60 percent of all Co-owners, in number and in value.

9. Indemnification. All directors and officers of the Association shall be entitled to indemnification against costs and expenses incurred as a result of actions (other than willful or wanton misconduct or gross negligence) taken or failed to be taken on behalf of the Association on 10 days notice to all Co-owners, in the manner and to the extent provided by the Association bylaws. If no judicial determination of indemnification has been made, an opinion of independent counsel on the propriety of indemnification shall be obtained if a majority of Co-owners vote to procure such an opinion.

ARTICLE V
ASSESSMENTS

1. Administration expenses. The Association shall be assessed as the entity in possession of any tangible personal property of the condominium owned or possessed in common by the Co-owners. Personal property taxes based on such assessments shall be treated as administration expenses. All costs incurred by the Association for any liability connected with the common elements or the administration of the project shall be administration expenses. All sums received pursuant to any policy of insurance securing the interests of the Co-owners against liabilities or losses connected with the common elements or the administration of the project shall be administration receipts.

2. Determination of assessments. From time to time and at least annually, the board shall adopt a budget for the condominium that shall include the estimated funds required to defray common expenses for which the Association is responsible for the next year, including a reasonable allowance for contingencies and reserves and shall allocate and assess these common charges against all Co-owners according to their respective common interests on a monthly basis. In the absence of Co-owner approval as provided in these bylaws, such assessments shall be increased only if one of the following conditions is met:

   a. The board finds the budget as originally adopted is insufficient to pay the costs of operating and maintaining the common elements.

   b. It is necessary to provide for the repair or replacement of existing common elements.

   c. The board decides to purchase additions to the common elements, the costs of which may not exceed $500 or $50 per Unit annually, whichever is less.

   d. An emergency or unforeseen development necessitates the increase.

   Any increase in assessments other than under these conditions shall be considered a special assessment requiring approval by a vote of 60 percent or more of the Co-owners.

3. Levy of assessments. All assessments levied against the units to cover administration expenses shall be apportioned among and paid by the Co-owners equally, in advance and without any increase or decrease in any rights to use common elements. The common expenses shall include expenses the board deems proper to operate and maintain the condominium property under the powers and duties delegated to it under these bylaws and may include amounts to be set aside for working capital for the condominium, for a general operating reserve, and for a reserve to replace any deficit in the common expenses for any prior year. Any reserves established by the board before the initial meeting of members shall be subject to approval by the members at the initial meeting. The board shall advise each Co-owner in writing of the amount of common charges payable by the Co-owner and shall furnish copies of each budget on which such common charges are based to all Co-owners.

4. Collection of assessments. Each Co-owner shall be obligated to pay all assessments levied on the Co-owner's Unit while the Co-owner owns the Unit. No Co-owner may be exempted from liability for the Co-owner's contribution toward the administration expenses by a waiver of the use or enjoyment of any of the common elements or by the abandonment of the Co-owner's Unit. If any Co-owner defaults in paying the assessed charges, the board may impose reasonable fines or charge interest at the legal rate on the assessment from the date it is due. Unpaid assessments shall constitute a lien on the Unit that has priority over all other liens except state or federal tax liens and sums unpaid on a first mortgage of record except that past due assessments which are evidenced by a Notice of lien, recorded as set forth in subsection (3) of The Act, have priority over a first mortgage recorded subsequent to the recording of the Notice of Lien. The Association may enforce the collection of a lien by a suit at law for a money judgment or by foreclosure of the liens, securing payment as provided in MCLA 559.208, MSA 26.50(208). In a foreclosure action, a receiver may be appointed and reasonable rent for the Unit may be collected from the Co-owner or anyone claiming possession under the Co-owner. All expenses incurred in collection, including interest, costs, and actual attorney fees, and any advances for taxes or other liens paid by the Association to protect its lien shall be chargeable to the Co-owner in default.

   On the sale or conveyance of a condominium Unit, all unpaid assessments against the Unit shall be paid out of the sale price by the purchaser in preference over any other assessments or charges except as otherwise provided by the condominium documents or by the Michigan Condominium Act. A purchaser or grantee shall be entitled to a written statement from the Association stating the amount of unpaid assessments against the seller or grantor. Such a purchaser or grantee shall not be liable, for liens for any unpaid assessments against the seller or grantor in excess of the amount in the written statement; neither shall the Unit conveyed or granted be subject to any such liens. Unless the purchaser or grantee requests a written statement from the

Association at least five days before a sale, as provided in the Michigan Condominium Act, the purchaser or grantee shall be liable for any unpaid assessments against the Unit, together with interest, costs, and attorney fees incurred in the collection of unpaid assessments.

The Association may also enter the common elements to remove or abate any condition or may discontinue the furnishing of any services to a Co-owner in default under any of the condominium documents on seven days written notice to the Co-owner. A Co-owner in default may not vote at any meeting of the Association as long as the default continues.

5. 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 therein, 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. 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 cost. A "completed building" shall mean a building with respect to which a certificate of occupancy has been issued by Livingston County Building Department or such other governmental authority as may have jurisdiction of the issuance of such certificates.

ARTICLE VI
TAXES, INSURANCE, AND EMINENT DOMAIN

1. Taxes. After the year when the construction of the building containing a Unit is completed, all special assessments and property taxes shall be assessed against the individual units and not against the total property of the project or any part of it. In the initial year in which the building containing a Unit is completed, the taxes and special assessments that become a lien against the property of the condominium shall be administration expenses and shall be assessed against the units according to their percentages of value. Special assessments and property taxes in any year when the

property existed as an established project on the tax day shall be assessed against the individual units, notwithstanding any subsequent vacation of the project.

Assessments for subsequent real property improvements to a specific Unit shall be assessed to that Unit only. Each Unit shall be treated as a separate, single Unit of real property for the purpose of property taxes and special assessments and shall not be combined with any other units. No assessment of a fraction of any Unit or a combination of any Unit with other units or fractions of units shall be made, nor shall any division or split of an assessment or tax on a single Unit be made, notwithstanding separate or common ownership of the Unit.

2. Insurance.

   a. Extent of Coverage. The Association shall, to the extent appropriate in light of the nature of the General Common elements of the Project, carry liability insurance, if applicable, pertinent to the ownership, use and maintenance of the General Common Elements and the administration of the Condominium Project. Each Co-owner shall be obligated and responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the buildings and all other improvements constructed or to be constructed within the perimeter of his Condominium Unit area and for his personal property located therein or thereon or elsewhere on the Condominium Project. Each Co-owner also shall be obligated to obtain insurance coverage for his personal liability for occurrences within the perimeter of his Unit or the improvements located thereon, and also for any other personal insurance coverage that the Co-owner wishes to carry. The Association may, at its option and election, obtain any of the insurance coverage required to be carried by a Co-owner, and include such expenses as part of the administration of the project.

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

3. Eminent domain. The following provisions shall pertain on any taking by eminent domain:

   a. If any part of the common elements is taken by eminent domain, the award shall be allocated to the Co-owners in proportion to their undivided interests in the common elements. The Association, through its board of directors, may negotiate on behalf of all Co-owners for any taking of common elements, and any negotiated

settlement approved by more than two-thirds of the Co-owners based on assigned voting rights shall bind all Co-owners.

b. If a Unit is taken by eminent domain, that Unit's undivided interest in the common elements shall be reallocated to the remaining units in proportion to their undivided interests in the common elements. The court shall enter a decree reflecting the reallocation of undivided interests and the award shall include just compensation to the Co-owner of the Unit taken for the Co-owner's undivided interest in the common elements, as well as for the Unit.

c. If part of a Unit is taken by eminent domain, the court shall determine the fair market value of the part of the Unit not taken. The undivided interest for the Unit in the common elements shall be reduced in proportion to the diminution in the fair market value of the Unit resulting from the taking. The part of the undivided interest in the common elements thus divested from the Co-owner of a Unit shall be reallocated among the other units in the project in proportion to their undivided interests in the common elements. A Unit that is partially taken shall receive the reallocation in proportion to its undivided interest as reduced by the court order under this provision. The court shall enter a decree reflecting the reallocation of undivided interests, and the award shall include just compensation to the Co-owner of the Unit partially taken for that part of the undivided interest in the common elements divested from the Co-owner and not revested in the Co-owner pursuant to provision (d) as well as for the part of the Unit taken by eminent domain.

d. If the taking of part of a Unit makes it impractical to use the remaining part of that Unit for a lawful purpose permitted by the condominium documents, the entire undivided interest in the common elements appertaining to that Unit shall be reallocated to the remaining units in the project in proportion to their undivided interests in the common elements. The remaining part of the Unit shall then be a common element. The court shall enter an order reflecting the reallocation of undivided interests, and the award shall include just compensation to the Co-owner of the Unit for the Co-owner's entire undivided interest in the common elements and for the entire condominium Unit.

e. Votes in the Association of Co-owners and liability for future administration expenses pertaining to a Unit that is taken or partially taken by eminent domain shall be reallocated to the remaining units in proportion to their voting strength in the Association. A condominium Unit partially taken shall receive a reallocation as though the voting strength in the Association of Co-owners was reduced in proportion to the reduction in the undivided interests in the common elements.

ARTICLE VII
USE AND OCCUPANCY RESTRICTIONS

1. Residential use. Condominium units shall be used exclusively for single-family residential occupancy. No Unit or common element shall be used for any purpose

other than as a single-family residence or for other purposes customarily incidental to that use. No building of any kind shall be erected except private residences and structures ancillary thereto. Only one residence may be erected within any Unit, which shall not exceed 2 1/2 stories. No mobile Unit, building or trailer shall be moved onto any Unit. However, these restrictions on use-shall not be construed to prohibit a Co-owner from (a) maintaining a personal professional library, (b) keeping personal business or professional records or accounts, or (c) handling personal business or professional telephone calls or correspondence. Such uses are customarily incidental to principal residential use and not in violation of these restrictions.

2. Common areas. Only Co-owners of units in the condominium and their agents, tenants, family members, invitees, and licensees may use the common elements for access to and from the units and for other purposes incidental to the use of the units. Any recreational facilities, storage areas, and other common areas designed for a specific use shall be used only for the purposes approved by the board. The use, maintenance, and operation of the common elements shall not be obstructed or unreasonably interfered with by any Co-owner and shall be subject to any leases, concessions, or easements now or later entered into by the board.

3. Specific prohibitions. Without limiting the generally of the preceding provisions in this article, the use of the project and all common elements by any Co-owner shall be subject to the following restrictions:

   a. No part of a Unit may be rented and no transient tenants may be accommodated in a Unit. However, this restriction shall not prevent the rental or sublease of an entire Unit for residential purposes and provided in Article IX.

   b. No Co-owner shall make any alterations, additions, or improvements to any general common element or make changes to the exterior or structure of a Unit without written approval from the Association. The Association shall not approve any alterations or structural modifications that would jeopardize or impair the soundness, safety, or appearance of the project. An owner may make alterations, additions, or improvements within a Unit without written approval from the board, but the owner shall be responsible for any damage to other units, the common elements, the property, or any part of them that results from such alterations, additions, or improvements.

   c. No nuisances shall be permitted on the condominium property, nor shall any use or practice that is a source of annoyance to the residents or that interferes with the peaceful possession or proper use of the project by its residents be permitted.

   d. No immoral, improper, offensive, or unlawful use shall be made of the condominium property or any part of it, and nothing shall be done or kept in any Unit or on the common elements that would increase the insurance premiums for the project without written consent from the board. No Co-owner shall permit anything to be done or kept in a Unit or on the common elements that would result in the

cancellation of insurance on any Unit or on any part of the common elements or that would violate any law.

e. No signs, banners, or advertising devices shall be displayed that are visible from the exterior of any Unit or on the common elements, including "for sale" signs, without written permission from the Association or the managing agent. Residential "for sale" signs are allowed provided they don't exceed six square feet.

f. No Co-owner shall display, hang, or store any clothing, sheets, blankets, laundry, or other articles outside a Unit or inside the Unit in a way that is visible from the outside of the Unit, except for draperies, curtains, blinds, or shades of a customary type and appearance. Neither shall any Co-owner paint or decorate the outside of a Unit or install any radio or television antenna, window air-conditioning Unit, awning, or other equipment, fixtures, or items without written permission from the board or the managing agent. These restrictions shall not be construed to prohibit a Co-owner from placing and maintaining outdoor furniture and decorative foliage of a customary type and appearance on a deck, patio, or stoop located on the Unit. However, no furniture or other personal property shall be stored on any open deck, patio, or stoop that is visible from the common elements of the project during the winter season.

g. No Co-owner shall use or permit any occupant, agent, tenant, invitee, guest, or family member to use any firearms anywhere on or around the condominium premises.

h. No animals, except common domestic household pets, shall be kept in the Unit. Pets permitted by the Association shall be kept in compliance with the rules and regulations promulgated by the board of directors and must always be kept and restrained so they are not obnoxious because of noise, odor, or unsanitary conditions. No animal shall be permitted to run loose on the common elements, and the owner of each pet shall be responsible for cleaning up after it. Household pets shall be limited to not more than three per household. Any pet shall be licensed.

i. The Association may charge any Co-owner maintaining animals a reasonable additional assessment to be collected as provided in these bylaws if the Association determines such assessment to be necessary to defray the maintenance costs to the Association of accommodating animals within the condominium. The Association may also, without liability to the owner, have any animal removed from the condominium if it determines that the presence of the animal violates these restrictions. Any person who permits any animal to be brought on the condominium property shall indemnify the Association for any loss, damage, or liability the Association sustains as a result of the presence of the animal on the condominium property.

j. No mobile home, van, trailer, tent, shack, garage, accessory building, outbuilding, or other temporary structure shall be erected, occupied, or used on, the condominium property without written consent in accordance with these Bylaws (see paragraph 5 of this Article VII). No recreational vehicles, boats, or trailers shall be parked or stored on the condominium property for more than 24 hours without written approval from the Association, and no snowmobile or other motorized recreational vehicle shall be operated on the condominium property (except for ingress and egress over the road shoulders, private or public, as may be allowed by law). No maintenance or repair shall be performed on any boat or vehicle except within a garage or Unit where it is totally isolated from public view.

k. No more than two automobiles or other vehicles customarily used for transportation shall be kept outside a closed garage on the condominium property by persons residing in a Unit, and no automobiles or other vehicles that are not in operating condition shall be permitted on the condominium property except in an enclosed garage. No commercial vehicles or trucks shall be parked on the condominium property except to make deliveries or pickups in the normal course of business, and except for commercial vehicles and trucks used by Co-owners to commute to and from work provided such Co-owners vehicle is parked in a closed garage or outbuilding.

l. No vehicles shall be parked on or along the private drives without consent from the Association. In general, no activity or condition shall be allowed in any Unit that would spoil the appearance of the condominium.

m. All garbage and refuse originating or accumulating on any Unit shall be kept in properly covered metal, concrete or plastic containers and regularly disposed of in accordance with health regulations.

n. No building or buildings shall be erected of second hand material (re-claim brick excluded) nor shall any old building or any portion thereof be moved to or placed on a Unit..

o. No equipment, trash and unsightly materials shall be stored on any Unit unless enclosed in an approved structure.

p. Notwithstanding any provision herein to the contrary, the Developer, its agents or sales representatives, may occupy and use any house built in the subdivision, or a temporary building or mobile trailer, as a sales office for sales of lots and/or houses until all of the lots and/or houses built in the subdivision shall have been sold, and may erect such sign or signs identifying the subdivision and the lots for sale as the Developer, or its authorized representative, may determine.

q. In the absence of an election to arbitrate pursuant to Article X of these bylaws, a dispute or question whether a violation of any specific regulation or restriction in this article has occurred shall be submitted to the board of directors of the

Association, which shall conduct a hearing and render a written decision. The board's decision shall bind all owners and other parties that have an interest in the condominium project.

4. Character and size of structure.

a. No house or other building shall be commenced, erected or maintained in the project, nor shall any addition, change or alterations be made to any structure except interior alterations until the plans and specifications, as hereinafter specified, showing the nature, kind, shape, height, materials, color scheme, location on Unit and approximate cost of such structure, shall have been submitted and approved in writing by the Developer, or its authorized representative, as hereafter specified. A copy of such approved plans and specifications shall be filed permanently with the Developer, or its authorized representative.

b. Above-ground pools shall not be permitted. In-ground pools are permitted in rear yards only and shall be maintained in accordance with all rules and regulations. Since Unit 5 contains a preexisting structure, any inground pool may be located in the south, southeast or southwest portion of the yard.

c. If any portion of the floor of the main level or the first floor of any proposed house is more than two feet (2') above natural grade of the land immediately in front of such house, the Developer, or its authorized representative, shall have the right, in its sole discretion, to require the submission of a grading plan for approval. Upon such request, satisfactory grading plan shall be submitted to it and no construction upon the Unit shall proceed until the written approval for the same is given. Any foundations exposed above grade shall be covered with brick or stone.

d. The Developer, or its authorized representative, shall have the right to refuse to approve any such plans or specifications that are not suitable or desirable in its opinion, for aesthetic or other reasons. In evaluating such plans and specifications, the Developer, or its successor, shall have the right to take into consideration the suitability of any proposed house, out-building or other structure (including but not limited to color and style) to be built on the proposed site, and whether such will blend harmoniously with the adjacent or neighboring properties.

e. Fifty per cent (50%) of all vertical exterior surfaces shall be of natural materials, such as stone, brick or wood. Vinyl, aluminum and similar materials are permitted on remaining vertical exterior surfaces. No T-111 or similar material shall be permitted as siding. Vertical exterior surfaces shall not include roofs and overhangs or downspouts. Vinyl, aluminum, rough sawn or similar materials are permitted on gables, overhangs and downspouts.

f. Satellite dish antennae (used to receive television broadcasts, television channels or radio channels), not to exceed 18 inches in diameter, not visible from the street, and where located where least visible to neighbors are allowed (Unit 5 may

continue to maintain its satellite dish antennae off the chimney as currently located). Satellite dish antennae, solar collectors, or other mechanisms or apparatus in connection therewith, shall not be permitted on any portion of any Unit or structure thereon if the same is visible from any road or from any Unit within the subdivision. Abnormally tall radio or television antennas including, but not limited to, ham radio towers, shall not be permitted. Determination as to what constitutes an abnormal height for such apparatus shall be in the sole discretion of the Developer, its authorized representative or the Association.

g. All residences shall have the following minimum size:

   i. One (1) story - one thousand, eight hundred square feet (1,800 sq. ft.)

   ii. One and one-half story – one thousand, two hundred square feet (1,200 sq. ft.) on the first floor, with a minimum of two thousand square feet (2,000 sq. ft.) total

   iii. Two story - two thousand, two hundred square feet (2,200 sq. ft.)

   iv. Bi-levels - one thousand, six hundred square feet (1,600 sq. ft.) per level

   v. Tri-levels and quad levels – one thousand, six hundred square feet (1,600 sq. ft.) combined totals for the two (2) main levels, with a minimum overall total of two thousand, four hundred square feet (2,400 sq. ft.)

   vi. All roofs shall have a minimum pitch of 6/12 and an overhang of 12 inches minimum excepting gable ends.

h. Garages, overhanging bays, basements and any rooms, finished or unfinished, in a walk-out lower level shall not be included in computing square footage of floor areas. In no event shall any structure be more than two and one-half (2 & 1/2) stories above ground level. No story or floor above the first floor level shall be larger in size than any floor or story on a lower level. Provided, however, a maximum cantilever of 24" on the rear level is allowed.

i. Minimum width for residential structures shall be established by the Developer, or its authorized representative, but in no case shall any residential structure be less than sixty feet (60') in width. This requirement may be waived by the Developer, or its authorized representative, and the Developer, or its authorized representative may grant variances due to topographical, lot configuration, or other conditions. In calculating the width of a residential structure the attached garage may be used as part of its total width.

j. All houses shall have at least a two (2) car attached garage, and no house shall have more than a four (4) car attached garage. No garage shall have its vehicular entry door facing or primarily facing the front of a Unit. All garages shall have side entries for vehicular ingress and egress. Except for Unit 4, which shall have its side

entry garage facing east, all units shall have their side entry garage facing primarily westward. Since Unit 5 contains a preexisting structure, its garage is rear facing.

k. All units shall have hard surfaced driveways installed upon completion of the structure or after occupancy whichever shall first occur. Hard surface driveways shall be defined as being concrete, asphalt or brick, and shall include any area regularly used or intended to be used for vehicular traffic or vehicular parking. Surfaces of other similar hard materials shall be at the sole discretion of the Developer, or its successor.

l. Play structures including but not limited to sand boxes, swings, forts and the like shall be located in rear yards only, and shall not exceed fifteen (15') feet in height. Since Unit 5 contains a preexisting structure, any play structure may be located in the south, southeast or southwest portion of the yard.

5. Outbuildings. One (1) outbuilding may be permitted to be built on any Unit, provided, however, that the outbuilding has the following characteristics:

a. Unit 6 and 7 shall not have an outbuilding which exceeds forty feet by sixty feet (40' x 60'). All remaining units shall not have outbuildings which exceed eighteen feet by twenty-four feet (18' x 24').

b. No outbuilding shall exceed two (2) stories, with a maximum gable height of twenty-five feet (25') and maximum vertical wall/stud height of eighteen feet (18'), unless approved in writing by Developer, its authorized representative or the Condominium Association prior to construction.

c. An outbuilding shall have exterior finished materials of the same quality as and consistent with the dwelling on the Unit.

d. An outbuilding shall be located only in the rear yard of a Unit and shall meet or exceed the minimum set back requirements established herein. Since Unit 5 contains a preexisting structure, any outbuilding may be located in the south, southeast or southwest portion of the yard.

e. An outbuilding shall be architecturally approved in the same manner as a dwelling and the design features of an outbuilding shall be similar and of the same quality as the dwelling on the lot. The location of all outbuildings must be approved in writing by Developer, its authorized representative or the Condominium Association prior to construction.

f. There shall not be an outbuilding permitted until such time as there is a residence on said Unit, unless approved in writing by the Developer, its authorized representative, or the Condominium Association.

6. Unit size. No Unit shall be reduced in size without the written consent of the Developer. Units may be enlarged by consolidation of adjoining units, provided, however, that such units are under single ownership. In the event, however, that such units are used for one (1) single family dwelling, all restrictions herein contained shall apply to the consolidated units as if such were a single Unit.

7. Front, rear, and side building lines. A minimum spacing between buildings and from all Unit lines shall be no less than the minimum requirements established for the zoning district by the applicable zoning ordinance, as may be amended from time to time, provided, however, that all rear yard setbacks shall not be less than twenty-five feet (25') from the rear Unit line. Location of all dwellings must be set by a Registered surveyor and final location must be approved in writing by the Developer, its authorized representative or the Condominium Association.

   a. Anything herein to the contrary not withstanding, the minimum distances established herein may be reduced or varied to the extent permitted or waived by the Zoning Board of Appeals for Hartland Township, or its successor, provided, however, that such reduction, variance or waiver has the prior written consent of the Developer, its authorized representative, or the Association.

   b. All houses erected in the project shall have the front building lines within twenty-five feet (25') of the average set back established by the house or houses on the adjoining units. These requirements may be waived by the Developer, or its authorized representative, and the Developer, or its authorized representative may grant variances due to topographical, soil or other conditions. For units 4 and 6, or in the event that there are no houses constructed on the units adjoining the proposed house, the Developer, or its authorized representative, will, in its sole discretion, determine the proper location of the front building line for the proposed house. The front building lines shall meet minimum set back requirements as required by Hartland Township ordinance.

   c. All yard areas of units on which houses are constructed or other approved outbuilding is constructed, shall be maintained, and all front yards shall have maintained lawns, except upon those lots upon which the presence of existing trees make such lawns impractical. Front yards are defined as the area of land whose perimeter are any right-of-way, the side Unit lines, and a line paralleling the road right-of-way which line intersects with the rear of the residence or home on such Unit. Maintained lawns shall mean lawns of a uniform recognized grass type of lawns, regularly cut to a uniform height appropriate for such grass in residential Association. Maintained yards shall mean all yard areas are kept regularly cut or mowed to an appropriate height for such vegetation in a residential Association. Lawns and other ground cover for yards shall be installed on a Unit within nine (9) months after completion of the structure or after occupancy, whichever shall first occur. Maintained yards and lawns shall include the area between any road right-of-way and. the paving adjacent to any Unit. Gardens not exceeding 1200 square

feet may be located in rear yard area only. Clothesline are allowed but shall not be visible from the street.

8. Fences, berms and other barriers. No fence, wall, or other barrier may be erected on any Unit without the written approval of the Developer, its authorized representative or the Association which approval may be withheld for any reason, except swimming pool fences or other fences required by law or ordinance. No chain link, stockade (or similar) fences shall be allowed.

   The Developer, or its authorized representative, reserves the right to approve the location, design and materials for all fences or other such barriers, including required fencing. Dog runs may be permitted in rear yards only, at the sole discretion of the Developer, its authorized representative or the Association and shall be limited to one (1) per Unit or building site.

9. Easements for utilities. Private easements for public and private utility installation, and maintenance thereof, are expressly reserved as recorded in the master deed and/or county register of deeds. Certain of said easements are also subject to separate agreements made or to be made by Developer with Ameritech, Detroit Edison and/or Consumers Power Company, and such agreements are or shall be a matter of public record. Ownership of all units within the project are subject to the grants of such easements and restrictions upon use of the property as contained in such easement agreements.

10. Architectural and plan approval.

    a. No building permit shall be applied for, nor shall any grading, clearing or construction activity of any kind whatsoever be commenced, erected or maintained on any Unit, nor shall any addition to or change or alteration to any exiting building, structure or grade be made, until such time as the proposed plans, specifications and building elevations and finish grading proposals are delivered to the Developer, its authorized representative or the Association, and prior written approval is obtained, or there is a failure to act upon the same as provided herein. Such approval is hereby established as a necessary method of guiding the development of the condominium as a planned and restricted community.

    b. Within thirty (30) days after submission of such plans, specifications, building elevations and finish grading plans, the Developer, its authorized representative, or the Association, shall approve or disapprove the request. Failure to act within the said period will constitute approval as submitted, except that failure to obtain approval because of the lapse of time shall not give the Unit owner the right to deviate from the requirements of these building and use restrictions, nor the right to deviate from the finish grade shown on the engineering plans filed with and approved by Hartland Township.

c. No structure, earth fill, landscaping or other obstruction which would interfere with the free passage of drainage waters is to be placed on or adjacent to a drainage area.

d. The Developer may delegate to an agent of its choice the authority to approve all structures and fences on all units in the Association. Such authority shall be given in writing only. The Developer, in its sole discretion, may assign at any time all of its rights and privileges hereunder to the Association, as hereinafter defined. At such time as the Developer no longer owns or has an interest in any Unit in the Association and building permits are issued and site plans approved for all units, the Association, as hereinafter defined shall automatically succeed to all of the rights and privileges of the Developer hereunder.

e. The determination of the Developer or its authorized representative, in approving or rejecting proposed plans, specifications, elevations and grading shall be final.

f. All building permits for initial dwelling construction must be applied for and obtained by a licensed builder or licensed contractors. Unit owners shall obtain written approval of its proposed builder from Developer, its authorized representative, or the Condominium Association prior to commencement of construction. Such approval shall not be unreasonably withheld. Written approval of such builder or contractor in no way implies that the Developer has determined the competency of such builder or contractor, nor does written approval imply that the Developer has determined that such builder or contractor is licensed or financially sound. Owner is responsible for selecting a reputable, qualified, financially sound builder.

11. Zoning. Any construction, building, use, activity or the like undertaken or engaged in on or about the condominium project or in any Unit shall comply with all the Hartland Township ordinances including but not limited to its Zoning ordinance including any later amendments of same.

12. Rules of conduct. The board may promulgate and amend reasonable rules and regulations concerning the use of condominium units and limited and general common elements. The board shall furnish copies of such rules and regulations to each Co-owner at least, l0 days before they become effective. Such rules and regulations may be revoked at any time by the affirmative vote of more than 66 percent of all Co-owners, in number and in value.

13. Remedies on breach. A default by a Co-owner shall entitle the Association to the following relief:

a. Failure to comply with any restriction on use and occupancy in these bylaws or with any other provisions of the condominium documents shall be grounds for relief, which may include an action to recover sums due for damages, injunctive relief, the foreclosure of a lien, or any other remedy that the board of directors determines is appropriate as may be stated in the condominium documents, including the

discontinuance of services on seven days notice, the levying of fines against Co-owners after notice and hearing, and the imposition of late charges and interest for the nonpayment of assessments. All such remedies shall be cumulative and shall not preclude any other remedies.

b. In a proceeding arising because of an alleged default by a Co-owner, if the Association is successful, it may recover the cost of the proceeding and actual attorney fees as the court may determine, including interest thereon at the maximum amount allowed or allowable by law.

c. The failure of the Association to enforce any provision of the condominium documents shall not constitute a waiver of the right of the Association to enforce the provision in the future.

A Co-owner may maintain an action against the Association of Co-owners and its officers and directors to compel these 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.

14. Use by the Developer. While a Unit is for sale by the Developer, the Developer and its agents, employees, contractors, subcontractors, and their agents and employees may access any part of the project as is reasonably required for the purpose of the sale. Until all the units in the project have been sold by the Developer and each Unit is occupied by the purchaser, the Developer may maintain a sales office, model dwellings, a business office, a construction office, trucks, other construction equipment, storage areas, and customary signs to enable the development and sale of the entire project. The Developer shall restore all areas and equipment to habitable status when it is finished with this use. Any activities of the Developer pursuant to this section shall be at the Developers own expense.

16. Preservation of natural setting. None of the existing trees can be clear cut without the express written approval of the Developer or the Association. Any request for approval must be in writing. The existing woods and fence rows shall remain unmolested. In addition to the prohibition against clear cutting, owners shall not clear any existing "natural areas" (surrounding units or common areas) including trees, woods, fence rows, marshy areas, etc. of rocks, boulders, trees, wildflowers, weeds, or any other natural materials. All natural areas shall be maintained and preserved if reasonably possible.

ARTICLE VIII
MORTGAGES

1. Mortgage of condominium units. Any Co-owner who mortgages a condominium Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgagees of units." At the written request of a mortgagee of any Unit, the mortgagee may (a) inspect the records of the project during normal business hours, on reasonable notice; (b) receive a copy of the annual financial statement of the Association, which is prepared for the Association and distributed to the owners; and (c) receive written notice of all meetings of the Association and designate a representative to attend all such meetings. However, the Association's failure to fulfill any such request shall not affect the validity of any action or decision.

2. Notice of insurance. The Unit owner shall notify each mortgagee appearing in the book of mortgagees of the name of each company insuring the condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and of the amounts of such coverage.

3. Rights of mortgagees. Notwithstanding any other provision of the condominium documents, except as required by law, any first mortgage of record of a condominium Unit is subject to the following provisions:

   a. The holder of the mortgage is entitled, on written request, to notification from the Association of any default by the mortgagor in the performance of the mortgagor's obligations under the condominium documents that is not cured within 30 days.

   b. The holder of any first mortgage that comes into possession of a condominium Unit pursuant to the remedies provided in the mortgage, deed, or assignment in lieu of foreclosure shall be exempt from any option, right of first refusal, or other restriction on the sale or rental of the mortgaged Unit, including restrictions on the posting of signs pertaining to the sale or rental of the Unit.

   c. The holder of any first mortgage that comes into possession of a condominium Unit pursuant to the remedies provided in the mortgage, deed, or assignment in lieu of foreclosure shall receive the property free of any claims for unpaid assessments or charges against the mortgaged Unit that have accrued before the holder comes into possession of the Unit (except for claims for a pro rata share of assessments or charges resulting from a pro rata reallocation of assessments charged to all units, including the mortgaged Unit). The unpaid assessments are deemed to be common expenses collectible from all of the condominium Unit owners including such persons, its successors and assigns.

4. Additional notification. When notice is to be given to a mortgagee, the board of directors may also notify the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmer's Home Administration, the Government National Mortgage Association, or any other public or private secondary mortgage market entity

participating in purchasing or guarantying mortgages of units in the condominium if the board of directors has received notice of the entity's participation.

ARTICLE IX
LEASES

1. Notice of leases. Any Co-owner, including the Developer, who desires to rent or lease a condominium Unit for more than 30 consecutive days shall inform the Association in writing at least 10 days before presenting a lease form to a prospective tenant and, at the same time, shall give the Association a copy of the exact lease form for its review for compliance with the condominium documents. No Unit shall be rented or leased for less than 60 days without written consent from the Association. If the Developer proposes to rent condominium units before the transitional control date, it shall notify either the advisory committee or each Co-owner in writing.

2. Terms of leases. Tenants and non-Co-owner occupants shall comply with the provisions of the condominium documents of the project, and all lease and rental agreements shall state this condition.

3. Remedies. If the Association determines that any tenant or non-Co-owner occupant has failed to comply with the provisions of the condominium documents, the Association may take the following actions:

   a. The Association shall notify the Co-owner by certified mail addressed to the Co-owner at the Co-owner's last known residence of the alleged violation by the tenant.

   b. The Co-owner shall have 15 days after receiving the notice to investigate and correct the alleged breach by the tenant or to advise the Association that a violation has not occurred.

   c. If, after 15 days, the Association believes that the alleged breach has not been cured or might be repeated, it may institute an action for eviction against the tenant or non-Co-owner occupant and a simultaneous action for money damages (in the same or another action) against the Co-owner and the tenant or non-Co-owner occupant for breach of the provisions of the condominium documents. The relief stated in this provision 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 the tenant.

4. Assessments. When a Co-owner is in arrears to the Association for assessments, the Association may notify any tenant occupying a Co-owner's Unit under a lease or rental agreement of the arrearage in writing. After receiving such a notice, the tenant shall deduct from rental payments due to the Co-owner the full arrearage and future assessments as they fall due and shall pay them to the Association. Such deductions shall not be a breach of the rental agreement or lease.

ARTICLE X
ARBITRATION

1 Submission to arbitration. Any dispute, claim, or grievance relating to the interpretation or application of the master deed, bylaws, or other condominium documents among Co-owners or between owners and the Association may, on the election and written consent of the parties to the dispute, claim, or grievance and written notice to the Association, be submitted to arbitration by the arbitration Association. Unless otherwise agreed to in writing by the parties, the arbitrator shall be the American Arbitration Association. The parties shall accept the arbitrator's award as final and binding. All arbitration under these bylaws shall proceed in accordance with MCLA 600.5001 et seq., MSA 27A.5001 et seq. and applicable rules of the arbitration Association unless otherwise agreed by the parties.

2. Disputes involving the Developer. A contract to settle by arbitration may also be signed by the Developer and any claimant with a claim against the Developer that may be the subject of a civil action, subject to the following conditions:

   a. At the exclusive option of a purchaser, Co-owner, or person occupying a restricted Unit in the project, (pursuant to section 104 (b) and section 144 of the Act) the Developer shall sign a contract to settle by arbitration a claim that may be the subject of a civil action against the Developer that involves less than $2,500 and arising out of or relates to a purchase agreement, condominium Unit, or the project.

   b. At the exclusive option of the Association of Co-owners, the Developer shall sign a contract to settle by arbitration a claim that may be the subject of a civil action against the Developer that arises out of or relates to the common elements of the project and involves less than $1,000.

3. Preservation of rights. The election of a Co-owner or the Association to submit a dispute, claim, or grievance to arbitration shall preclude that party from litigating the dispute, claim, or grievance in the courts. However, except as otherwise stated in this article, no interested party shall be precluded from petitioning the courts to resolve a dispute, claim, or grievance in the absence of an election to arbitrate.

ARTICLE XI
MISCELLANEOUS PROVISIONS

1. Severability. If any of the provisions of these bylaws or any condominium document are held to be partially or wholly invalid or unenforceable for any reason, that holding shall not affect, alter, or impair any of the other provisions of these documents or the remaining part of any provision that is held to be partially invalid or unenforceable. In such an event, the documents shall be construed as if the invalid or unenforceable provisions were omitted.

2. Notices. Notices provided for in the Michigan Condominium Act, the master deed, and the bylaws shall be in writing and shall be addressed to the Association at 1282 N Hacker Rd, Hartland, Michigan 48843 or to the Co-owner at the address stated in the deed of conveyance, or to either party at a subsequently designated address. The Association may designate a different address by notifying all Co-owners in writing. Any Co-owner may designate a different address by notifying the Association in writing. Notices shall be deemed delivered when they are sent by U.S. mail with the postage prepaid or when they are delivered in person.

3. Amendments. These bylaws may be amended or repealed only in the manner stated in Article VII of the master deed.

C:\tsb\ghbylaw.doc

EXHIBIT "B" TO THE MASTER DEED OF

GLEN HAVEN

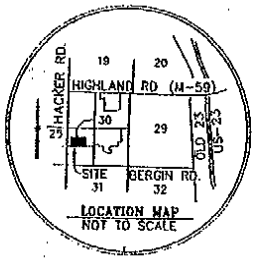
A LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION

PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF
SECTION 30, TOWN 3 NORTH, RANGE 6 EAST
HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NUMBER 208

ATTENTION: COUNTY REGISTER OF DEEDS
THE CONDOMINIUM PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THE PROJECT, IT MUST BE PROPERLY SHOWN IN THE TITLE ON THIS SHEET, AND IN THE SURVEYOR'S CERTIFICATE ON SHEETS 3 AND 4.

DEVELOPER
TSB, INC.
1282 HACKER
HOWELL, MICHIGAN 48843
517-548-7099



LOCATION MAP
NOT TO SCALE

LEGAL DESCRIPTION

Commencing at the West 1/4 Corner of Section 30, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan, same being the intersection of the East – West 1/4 line of said section 30 with the East line of Oceola Township, Town 3 North, Range 5 East, Livingston County, Michigan and lying N 88°49'36" E 0.11 feet from the monumented West 1/4 Corner of said Section 30; thence S 01°07'47" E 101.62 feet along the East line of Section 25, Town 3 North, Range 5 East, Oceola Township, Livingston County, Michigan and the centerline of Hacker Road also being the West line of said Section 30, Town 3 North, Range 6 East to the East 1/4 corner of said Section 25, Town 3 North, Range 5 East; thence S 01°12'47" E 553.23 feet along said East line of Section 25, Town 3 North, Range 5 East, Oceola Township, and said road centerline also being the West line of said Section 30, Town 3 North, Range 6 East; thence N 88°49'36" E 630.81 feet to the PLACE OF BEGINNING; thence continuing N 88°49'36" E 1384.17 feet; thence S 01°12'52" E 683.41 feet; thence S 88°47'08" W 1384.19 feet along the South line of the North 1/2 of the Southwest 1/4 of said section 30; thence N 01°12'47" W 684.40 feet to the Place of Beginning. Being part of the North 1/2 of the Southwest 1/4 of Section 30, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan. Containing 21.73 acres of land, more or less.

SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER
2	COMPOSITE
3	SURVEY PLAN UNITS 1-4 AND 10-13
4	SURVEY PLAN UNITS 5-9
5	SITE & UTILITY UNITS 1-4 AND 10-13
6	SITE & UTILITY UNITS 5-9

PREPARED BY:
DESINE INC.
7011 WEST GRAND RIVER
BRIGHTON, MICHIGAN 48114
810-227-9533

MARY A. BARNHILL
PROFESSIONAL SURVEYOR
LICENSE NO. 33971

1/28/00
DATE

1/28/00
PROPOSED DATE

DESINE INC. ENGINEERS
7011 GRAND RIVER AVE.
BRIGHTON, MICHIGAN 48114
(810) 227-9533

EXHIBIT "B" TO THE MASTER DEED OF

GLEN HAVEN

A LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION

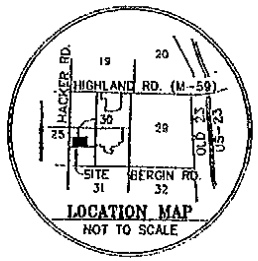
PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF
SECTION 30, TOWN 3 NORTH, RANGE 6 EAST
HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

COMPOSITE PLAN

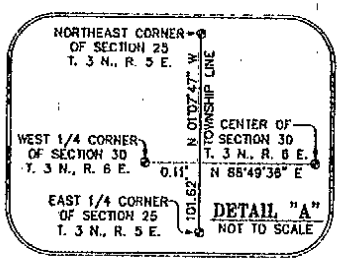
DEVELOPER
TSB, INC.
1282 HACKER
HOWELL, MICHIGAN 48843
517-548-7099

PREPARED BY:
DESINE INC.
7011 WEST GRAND RIVER
BRIGHTON, MICHIGAN 48114
810-227-9533

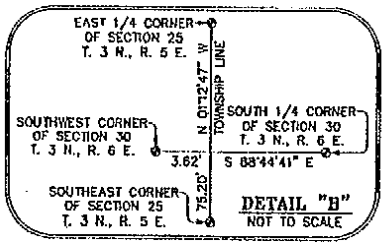
GRAPHIC SCALE
100 0 50 100 200
(IN FEET)
1 inch = 100 feet



LOCATION MAP
NOT TO SCALE



DETAIL "A"
NOT TO SCALE



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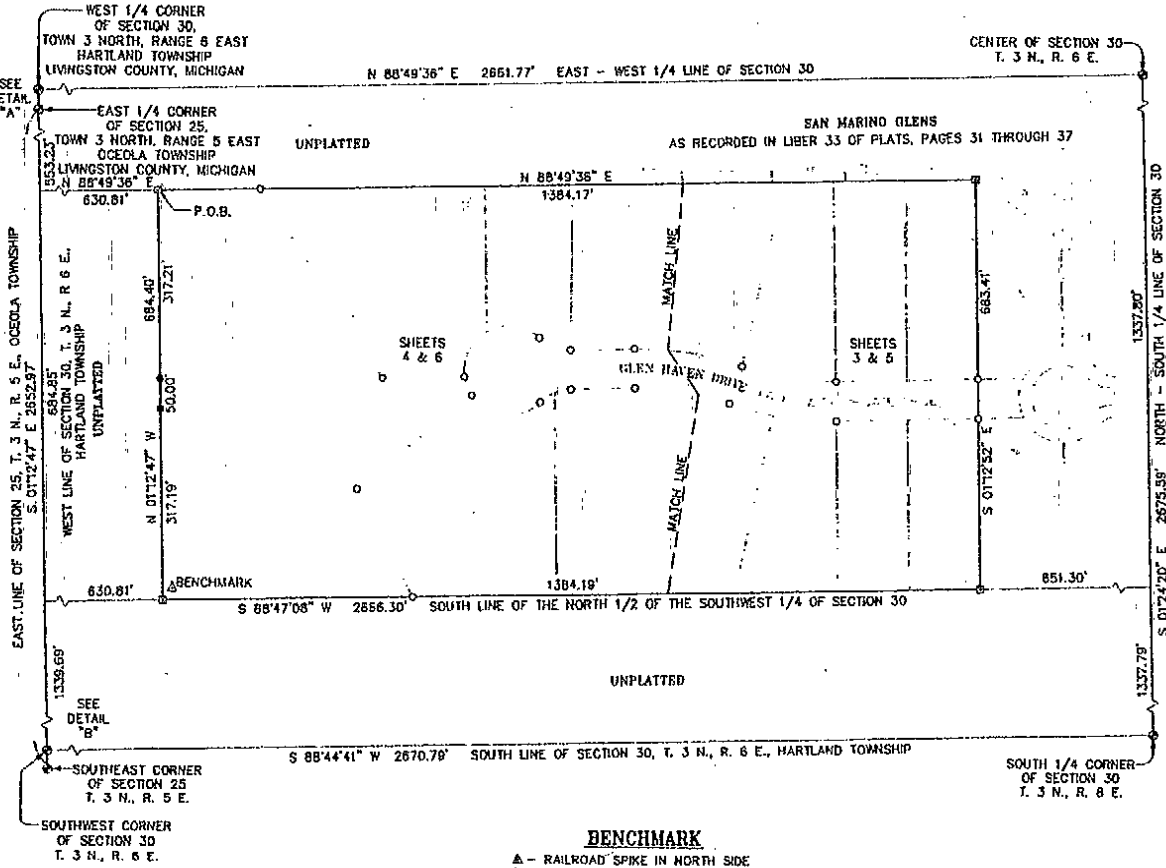
NOT TO SCALE



LEGEND

ALL DIMENSIONS ARE IN FEET.
ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.

THE SYMBOL "○" INDICATES A 1/2 IN. IRON ROD ENCASED BY A 4 IN. x 36 IN. CONCRETE MONUMENT.

THE SYMBOL "⊡" INDICATES A FOUND CONCRETE MONUMENT.

THE SYMBOL "●" INDICATES A FOUND IRON ROD.

BEARINGS ARE BASED ON THE PLAT OF "SAN MARINO MEADOWS" AS RECORDED IN LIBER 29 OF PLATS, PAGES 6 THROUGH 11, LIVINGSTON COUNTY RECORDS.

—— BOUNDARY LINE

BENCHMARK

Δ – RAILROAD SPIKE IN NORTH SIDE OF UTILITY POLE. LOCATED NORTH 20 FEET, EAST 17 FEET FROM THE THE SOUTHWEST CORNER OF GLEN HAVEN PARK.

ELEVATION = 1007.79 (U.S.C.G.S. DATUM)

STATE OF MICHIGAN
MARY A. BARNWELL
PROFESSIONAL SURVEYOR
No. 33971

MARY A. BARNWELL
PROFESSIONAL SURVEYOR
LICENSE NO. 33971

DATE 1/28/00

1/28/00
PROPOSED DATE

DESINE INC. ENGINEERS
7011 GRAND RIVER AVE.
BRIGHTON, MICHIGAN 48114
(810) 227-9533

EXHIBIT "B" TO THE MASTER DEED OF

GLEN HAVEN

A LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION

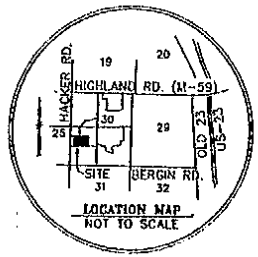
PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWN 3 NORTH, RANGE 6 EAST HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

SURVEY PLAN

DEVELOPER
TSB, INC.
1282 HACKER
HOWELL, MICHIGAN 48843
517-548-7099

PREPARED BY:
DESINE INC.
7011 WEST GRAND RIVER
BRIGHTON, MICHIGAN 48114
810-227-9533

GRAPHIC SCALE
60 0 30 60 120
(IN FEET)
1 inch = 60 feet.



LOCATION MAP
NOT TO SCALE

LEGEND

ALL DIMENSIONS ARE IN FEET.

ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.

THE SYMBOL "○" INDICATES A 1/2 IN. IRON ROD ENCASED BY A 5 IN. x 36 IN. CONCRETE MONUMENT.

THE SYMBOL "■" INDICATES A FOUND CONCRETE MONUMENT.

THE SYMBOL "●" INDICATES A FOUND IRON ROD.

BEARINGS ARE BASED ON THE PLAT OF "SAN MARINO MEADOWS" AS RECORDED IN LIBER 29 OF PLATS, PAGE 6 THROUGH 11, LIVINGSTON COUNTY RECORDS.

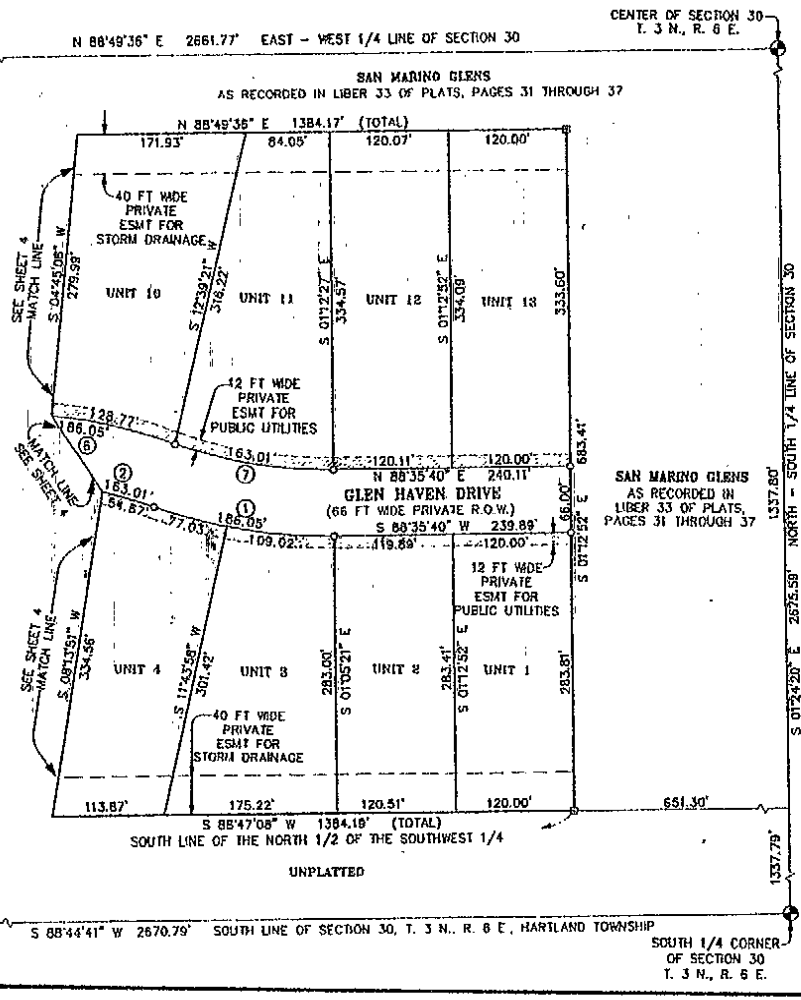
—— BOUNDARY LINE
— — PRIVATE EASEMENT FOR STORM DRAINAGE
⑫ CURVE IDENTIFIER
12 FT WIDE PRIVATE EASEMENT FOR PUBLIC UTILITIES

BENCHMARK

△ – RAILROAD SPIKE IN NORTH SIDE OF UTILITY POLE. LOCATED NORTH 20 FEET, EAST 17 FEET FROM THE THE SOUTHWEST CORNER OF GLEN HAVEN PARK.

ELEVATION = 1007.79 (U.S.C.G.S. DATUM)

#	CURVE LENGTH	CURVE RADIUS	CURVE DELTA	CHORD BEARING	CHORD DISTANCE
1	166.05'	533.00'	20°00'00"	N 81°24'20" W	165.11'
2	163.01'	467.00'	20°00'00"	N 81°24'20" W	162.19'
6	166.05'	533.00'	20°00'00"	S 81°24'20" E	165.11'
7	163.01'	467.00'	20°00'00"	S 81°24'20" E	162.19'



SURVEYOR'S CERTIFICATE

I, MARY A. BARNWELL, a Professional Surveyor of the State of Michigan, hereby certify:

That the development plan known as "GLEN HAVEN", Livingston County Condominium Subdivision Plan No. 208 as shown on the accompanying drawings, represents a survey on the ground made under my direction.

That there are no existing visible encroachments upon the lands and property herein described.

That the required monuments and iron markers have been located in the ground as required by rules promulgated under section 142 of Act No. 59 of the Public Acts of 1978 unless otherwise placed within one year from the date of plan recordation.

That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.

That the bearings, as shown, are noted on the survey plans as required by the rules promulgated under Section 142 of Act. No. 59 of the Public Acts of 1978.

MARY A. BARNWELL
PROFESSIONAL SURVEYOR
LICENSE NO. 33971

DATE 1/28/00

1/28/00
PROPOSED DATE

DESINE INC. ENGINEERS
7011 GRAND RIVER ST.
BRIGHTON, MICHIGAN 48114
(810) 227-9533

EXHIBIT "B" TO THE MASTER DEED OF

GLEN HAVEN

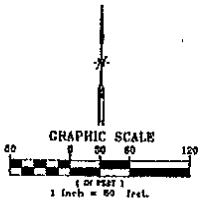
A LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION

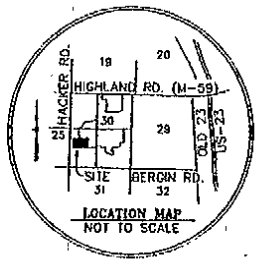
PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF
SECTION 30, TOWN 3 NORTH, RANGE 6 EAST
HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

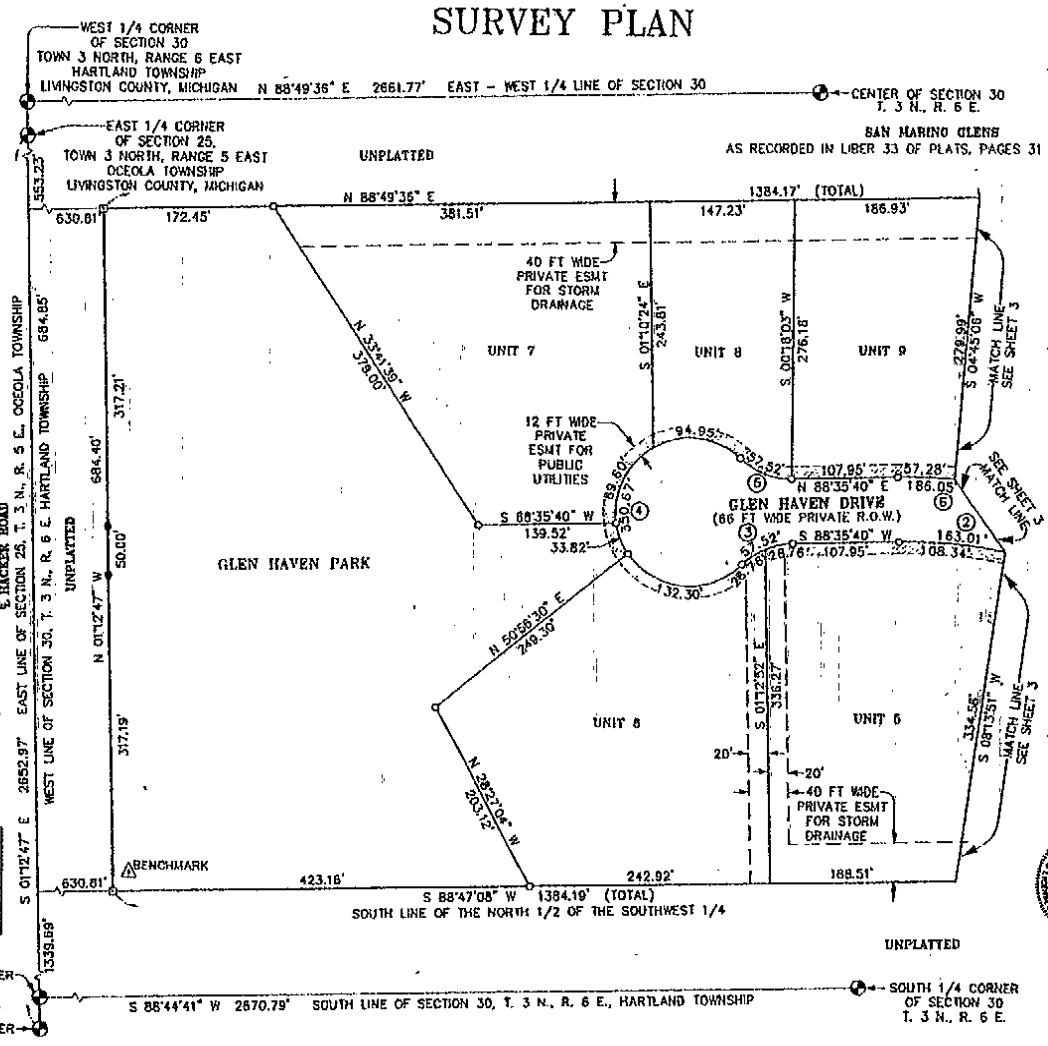
SURVEY PLAN

DEVELOPER
TSB, INC.
1282 HACKER
HOWELL, MICHIGAN 48843
517-548-7099

PREPARED BY:
DESINE INC.
7011 WEST GRAND RIVER
BRIGHTON, MICHIGAN 48114
810-227-9533







LEGEND

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——— BOUNDARY LINE

— — — PRIVATE EASEMENT FOR STORM DRAINAGE

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12 FT WIDE PRIVATE EASEMENT FOR PUBLIC UTILITIES

BENCHMARK

△ – RAILROAD SPIKE IN NORTH SIDE OF UTILITY POLE. LOCATED NORTH 20 FEET, EAST 17 FEET FROM THE THE SOUTHWEST CORNER OF GLEN HAVEN PARK.

ELEVATION = 1007.79 (U.S.C.G.S. DATUM)

#	CURVE LENGTH	CURVE RADIUS	CURVE DELTA	CHORD BEARING	CHORD DISTANCE
2	163.01'	467.00'	20°00'00"	N 81°24'20" W	162.19'
3	57.52'	75.00'	43°56'44"	S 66°37'18" W	56.12'
4	350.67'	75.00'	267°53'28"	N 01°24'20" W	108.00'
5	57.52'	75.00'	43°56'44"	S 69°25'58" E	56.12'
6	186.05'	533.00'	20°00'00"	S 81°24'20" E	185.11'

SURVEYOR'S CERTIFICATE

I, MARY A. BARNWELL, a Professional Surveyor of the State of Michigan, hereby certify:

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MARY A. BARNWELL
PROFESSIONAL SURVEYOR
LICENSE NO. 33971

DATE 1/28/00

1/28/00
PROPOSED DATE

DESINE INC. ENGINEERING
7011 GRAND RIVER AVE. BRIGHTON, MICHIGAN 48114 (810) 227-9533

EXHIBIT "B" TO THE MASTER DEED OF

GLEN HAVEN

A LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION

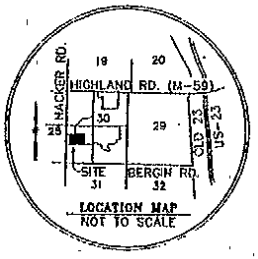
PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF
SECTION 30, TOWN 3 NORTH, RANGE 6 EAST
HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

SITE & UTILITY PLAN

DEVELOPER
TSB, INC.
1282 HACKER
HOWELL, MICHIGAN 48843
517-548-7099

PREPARED BY:
DESINE INC.
7011 WEST GRAND RIVER
BRIGHTON, MICHIGAN 48114
810-227-9533

GRAPHIC SCALE
60 0 30 60 120
(IN FEET)
1 inch = 60 feet.



LOCATION MAP
NOT TO SCALE

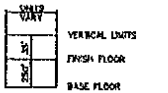
LEGEND

ALL STORM SEWERS AND ROADS MUST BE BUILT.

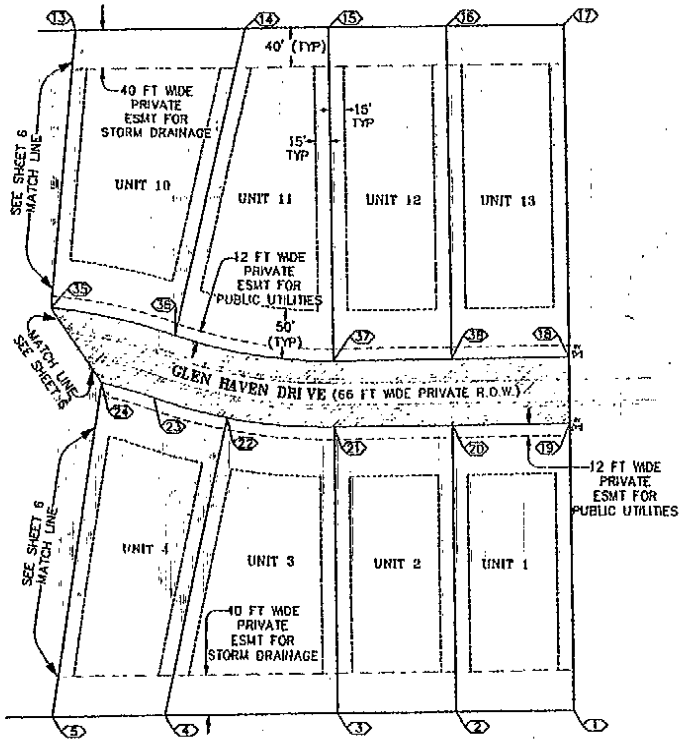
- BOUNDARY LINE
- PRIVATE EASEMENT FOR STORM DRAINAGE
- PRIVATE EASEMENT FOR PUBLIC UTILITIES
- BUILDING SETBACK
- STORM SEWER
- FLARED END SECTION
- STORM SEWER OUTLET CONTROL STRUCTURE
- CATCH BASIN
- GAS VALVE
- COORDINATE POINTS

GENERAL COMMON ELEMENT

LIMITS OF OWNERSHIP



TYPICAL UNIT CROSS SECTION



UNIT AREA TABLE

	UNIT AREA (SQ FT)
1	34,034
2	34,042
3	40,862
4	38,525
10	43,916
11	40,408
12	40,150
13	40,082

COORDINATE POINTS

PT #	NORTHING	EASTING
1	8648.80	9381.86
2	8646.25	9281.66
3	8641.70	9141.20
4	8639.99	8966.02
5	8637.57	8852.18
13	9321.90	8871.23
14	9325.42	9043.12
15	9327.14	9127.15
16	9329.60	9247.26
17	9332.05	9367.17
18	8998.53	9374.25
19	8932.54	9375.64
20	8929.60	9255.66
21	8926.66	9135.82
22	8935.11	9027.32
23	8954.32	8952.79
24	8968.69	8900.07
35	9042.87	6848.03
36	9016.86	8973.84
37	8992.64	9134.20
38	8985.59	9254.26

MARY A. BARNWELL
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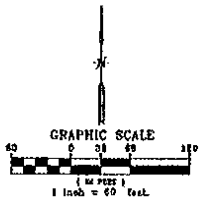
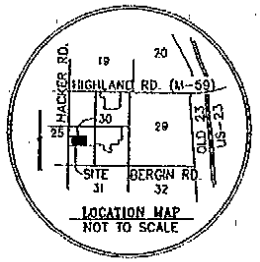




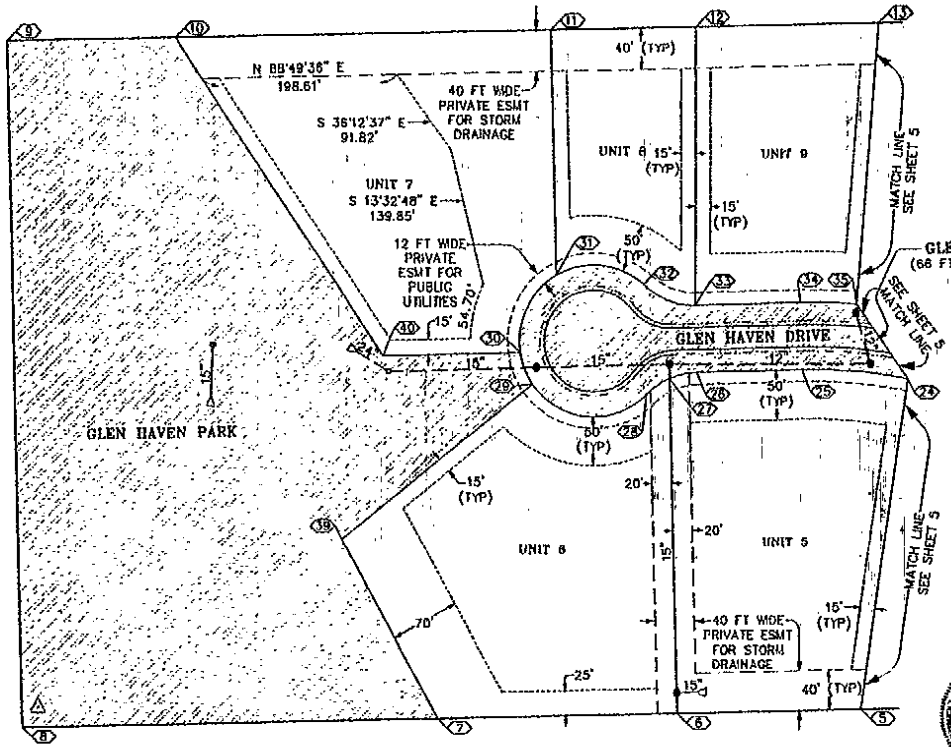
LEGEND

STORM SEWERS AND ROADS MUST BE BUILT.

- BOUNDARY LINE
- PRIVATE EASEMENT FOR STORM DRAINAGE
- PRIVATE EASEMENT FOR PUBLIC UTILITIES
- BUILDING SETBACK
- STORM SEWER
- FLARED END SECTION
- STORM SEWER OUTLET CONTROL STRUCTURE
- CATCH BASIN
- COORDINATE POINTS

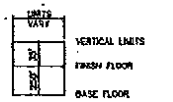
GENERAL COMMON ELEMENT

UNITS OF OWNERSHIP



COORDINATE POINTS

PT #	NORTHING	EASTING
5	8537.57	8852.18
6	8533.58	8663.72
7	8628.43	8420.85
8	8619.46	7997.76
9	9303.71	7983.30
10	9307.24	8155.72
11	9315.05	8537.14
12	9318.07	8684.34
13	9321.90	8871.23
24	8968.69	8900.07
25	8976.56	8792.43
26	8975.91	8684.51
27	8969.78	8658.59
28	8953.64	8632.99
29	8964.11	8517.66
30	8995.33	8505.45
31	9071.30	8542.14
32	9081.61	8830.34
33	9041.89	8882.89
34	9044.54	8790.81
35	9042.87	8848.03
36	8507.02	8324.08
40	8991.91	8365.97



TYPICAL UNIT CROSS SECTION

UNIT AREA TABLE

UNIT	AREA (SQ FT)
5	73,720
6	85,545
7	87,119
8	36,116
9	48,637

MARY A. BARNWELL
PROFESSIONAL SURVEYOR
LICENSE NO. 53971

DATE 1/28/00

PROPOSED DATE 1/28/00

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