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FIRST AMENDMENT TO MASTER DEED
MEADOW VIEW ESTATES

This First Amendment to the Master Deed of Meadow View Estates is made and executed this 31st day of December, 2001, by Berhart Land Co., LLC, a Michigan limited liability company (the "Developer") whose address is 26200 American Center Drive, Suite 500, Southfield, Michigan 48086. The Developer has established MEADOW VIEW ESTATES, as a condominium project pursuant to the Master Deed thereof as recorded on August 10, 2000 in Liber 2810, Pages 805 through 826, inclusive, Livingston County Records and designated as Livingston County Condominium Subdivision Plan No. 197 and the Developer does hereby execute and declare this First Amendment to the Master Deed of Meadow View Estates pursuant to the authority granted in Article VIII-2 of the Master Deed for the purpose of recording the Condominium Bylaws of Meadow View Estates as Exhibit "A" to the Master Deed.

Said Master Deed is amended in the following manner:

1. Upon the recording of this First Amendment to Master Deed with the Livingston County Register of Deeds, the Master Deed shall include, as Exhibit "A" thereto, the Condominium Bylaws of Meadow View Estates as attached hereto, said Bylaws having been in effect since August 10, 2000, the date of the recording of the Master Deed. Said Condominium Bylaws shall be deemed to be a part of, and incorporated by reference in, the Master Deed for all purposes.

In all other respects, other than as herein above indicated, the Master Deed of Meadow View Estates, recorded as aforesaid, is hereby ratified, confirmed, and redeclared

WITNESSES:

CHARLES M. GRIMSHAW, JR.

Bryan S. Besco

Berhart Land Co., LLC, a Michigan limited liability company

By: _____
Gordon R. Follmer, Its Member

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On the 31st day of December, 2001 the foregoing First Amendment to the Master Deed of Meadow View Estates was acknowledged by Gordon R. Follmer, Member of Berhart Land Co., LLC, a Michigan limited liability company, on behalf of the limited liability company.

Beth S. D'Anna
Notary Public, Oakland
County, Michigan
My Commission Expires:

BETH S. D'ANNA
NOTARY PUBLIC OAKLAND CO., MI
MY COMMISSION EXPIRES Apr 17, 2005

FIRST AMENDMENT TO MASTER DEED DRAFTED BY
AND WHEN RECORDED RETURN TO:
Samuel K. Hodgdon
Harnisch & Gadd P.C.
30700 Telegraph Road, Ste. 3475
Bingham Farms, MI 48025
(248) 644-8600

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CONDOMINIUM BYLAWS OF MEADOW VIEW ESTATES

(EXHIBIT "A" TO THE MASTER DEED)

ARTICLE I

THE CONDOMINIUM PROJECT

1. Organization. Meadow View Estates, a residential site condominium project located in the Township of Hartland, Livingston County, Michigan, is being constructed in a single phase to be comprised of a total of twenty eight (28) units, subject to the developer's rights to expand and contract the size of the condominium as set forth in the Master Deed. 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.

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 by law.

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 nondeveloper co-owners of twenty-five percent (25%) of the units that may be created or within 54 months after the first conveyance of legal or equitable title to a nondeveloper 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 nondeveloper 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 nondeveloper co-owner of a unit in the project, whichever occurs first, the developer shall select three nondeveloper 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 nondeveloper 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 or equitable title to nondeveloper 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 nondeveloper co-owners. Not later than 120 days after the conveyance of legal or equitable title to nondeveloper 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 nondeveloper co-owners. Not later than 120 days after the conveyance of legal or equitable title to nondeveloper co-owners of 75 percent of the units that may be created, the nondeveloper 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 nondeveloper 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 nondeveloper 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 dos 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 nondeveloper

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 nondeveloper co-owners results in a right of nondeveloper 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 nondeveloper 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 of the board, 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 any 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 units, 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 general 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 $3,000 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

Section 108(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 unpaid assessments by a suit at law for a money judgment or by foreclosure of the lien 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, limited or general, 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 "complete 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 and its setback 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 setback area 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 or setback area 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 provisioned, 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 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 ½ (two and a half) stories and a private garage for not less than 2 (2) cars and not more than 4 (four) cars (which garage shall be attached to said dwelling). 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 generality 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.

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, not 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.

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. No clotheslines, exposed wire or above ground utilities are allowed. Neither shall any co-owner paint or decorate the outside of a unit or install any radio or television antenna, window air-conditioning unit, snap-in window divider, 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 to a 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, excepting a maximum of two (2) domesticated household pets per unit, shall be kept without written consent from the association. The board of directors may revoke such consent at any time. 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, limited or general, and the owner of each pet shall be responsible for cleaning up after it.

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 from the association. No recreational vehicles, boats, or trailers shall be parked or stored out doors on the condominium property for more than 24 hours without written approval from the association. 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 one automobile or other vehicle customarily used for transportation shall be kept outside a closed garage on the condominium property by persons residing in a unit. Automobiles or other vehicles that are non-operative shall not 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.

l. No vehicle shall be parked on or along the private drives, and owners and residents shall not use or obstruct any guest parking areas abutting such 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. 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.

n. Play structures shall be constructed only in the rear portion of the unit and are subject to approval prior to construction by the architectural control committee.

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 are not permitted. In ground pools may be permitted in the sole discretion of the developer, its authorized representative, or the association. Any and all pools shall be further subject to any restrictions or regulations of Hartland Township, or its successor.

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 construction upon the unit shall not 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 which 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 percent (50%) of the surface area of all vertical exterior surfaces shall be of natural materials, such as stone, brick, or wood. Vinyl, aluminum or similar materials may be permitted on an area not to exceed fifty percent (50%) of the surface area of vertical exterior surfaces. Vertical exterior surfaces shall not include roofs and overhangs. In addition to these vertical surface areas, vinyl aluminum or similar materials may be permitted on gables, overhangs and downspouts. Roof pitch for all houses or outbuildings constructed on a unit shall be the same. The minimum roof pitch for all houses and outbuildings shall be six inches to twelve inches (6" - 12") and all roofs shall use dimensional shingles or cedar shake.

f. Satellite dish antennae (used to receive television broadcasts, television channels or radio channels), 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 project. 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 - with a minimum of two thousand, two hundred square feet (2,200 sq. ft.) total

(iii) Two story - two thousand four hundred square feet (2,400 sq. ft.)

(iv) Split levels - shall not be allowed except with written approval of developer, its authorized representatives or the association.

h. Garages, 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.

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. 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 doors facing or primarily facing the front of a unit. All garages shall have side or rear entries for vehicular ingress and egress, provided, however, that the corner units may have the vehicular entry doors facing the road which does not face the front of the house as defined herein.

k. All units shall have hard surfaced driveways installed within eighteen (18) months after 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.

5. Outbuildings. One (1) outbuilding may be permitted to be built on any unit, provided,

however, that the outbuilding has the following characteristics:

a. No outbuilding shall exceed twenty-four feet by thirty-six feet (24' x 36').

b. No outbuilding shall exceed the height of the residence located on the unit and a maximum vertical wall/stud height of twelve feet (12').

c. An outbuilding shall have exterior finished materials of the same quality as and consistent with the dwelling unit. Windows, shutters, overhangs, trim, doors, and the like shall be consistent with the residence located 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.

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 with approval subject to the sole discretion of the architectural control person appointed by the developer.

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 seventy-five feet (75') from the rear unit line. Side yard setbacks on corner units shall be equal to the required front yard setback.

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. In the event that there are no houses constructed on the units adjoining the proposed house, the developer, or its authorized representative, may, in its sole discretion, determine the proper location of the front building line for the proposed house.

c. All yard areas of units on which houses are constructed or other approved outbuilding is constructed, shall be maintained, and all front and side yards shall have maintained lawns, with irrigation systems permanently installed, 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 is 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. Any corner units (meaning any unit which has frontage on more than one road) shall be deemed to have two (2) front yards, each of which faces the adjoining roads. Maintained lawns shall mean lawns of a uniform recognized grass type of lawns, regularly cut to a uniform height appropriate for such grass in a 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.

d. No tree exceeding 4 inches in diameter shall be removed from any unit without developer's written approval excepting areas required to be cleared for building, septic systems, driveways and the like. No trees shall be removed within 10 feet of the side lot line without the developer's written approval.

e. Mail boxes shall be constructed of all natural materials and shall be consistent in material with the dwelling unit.

f. Gardens are allowed in the rear portion of the unit and shall be located as close as possible to the rear lot line. Gardens shall not cover more than 1,000 square feet. Variations to the foregoing may be approved in the sole discretion of the architectural

control committee.

8. Sight distance at intersections. No fence, wall, earth berm, hedge or shrub planting, or other barrier which obstructs sight lines at elevations between two feet (2') and six feet (6') above the grade of the roadways shall be placed or permitted to remain on any corner unit within the triangular area formed by the street property lines and a line connecting them at points located twenty-five feet (25') from the intersection of the street lines. In the case of rounded property corner, such measurement shall be from the intersection of the property lines extended. Such sight line limitations shall apply to any unit within ten feet (10') from the intersection of a street property line with the side lines of a driveway pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

9. Fences, berms and other barriers. No fence, hedgerow, wall, earth berm, hedge or shrub planting, 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. 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, 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. The developer may approve decorative fences in its discretion. No fences shall be allowed in the front yards.

10. 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 Michigan Bell Telephone Company, 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.

11. 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 existing 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 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, the association, as hereinafter defined shall automatically succeed to all of the rights and privileges of the developer hereunder.

e. All building footprints shall be staked by a licensed engineer or surveyor.

12. 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.

13. 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 10 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.

14. 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 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.

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.

15. 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 developer's own expense.

16. Private road. Emergency and public vehicles shall have unrestricted access to an easement for the performance of necessary public services. If required by the Board of Trustees of the Township of Hartland, existing abutting properties shall be permitted to have access to the easement for ingress or egress, and future abutting private roads or public roads shall be allowed to connect with the easement. The Board of Trustees of the Township of Hartland has the authority to order the repair of the private road if it is not maintained adequately to permit safe access by users and emergency vehicles. In the event the Township Board orders such repairs, the costs incurred by the Township will be assessed to the owners on an equitable basis.

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 shall 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 other 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 shall, 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 American Arbitration Association. The parties shall accept the arbitrator's award as final and binding. Any 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 $10,000.

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 26200 American Center Drive, Southfield, Michigan 48075 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 VIII of the master deed.