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.

Amended

(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.

amendment

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:

amended

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.

amended

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.

g - amendment

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.

   Amended

   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.

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RECORDED

2004 OCT -4 A 11:29

NANCY HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI.
48843

FIRST AMENDMENT TO MASTER DEED 4014
OF
HARTLAND GLEN HAVEN CONDOMINIUM ASSOCIAITON

This First Amendment To Master Deed is made and executed this 4th day of OCTOBER, 2004 by Hartland Glen Haven Condominium Association, a Michigan nonprofit corporation ("Association"), whose address is 8280 Glen Haven Drive, Howell, Michigan 48843.

The Association was previously established as a residential site condominium pursuant to a Master Deed dated October 27, 2000 and recorded on November 20, 2000 in Liber 2862, Pages 0668 through 0711, inclusive, Livingston County Records, designated as Livingston County Condominium Subdivision Plan No. 208.

The requisite number of co-owners wish to amend the Master Deed pursuant to Article VII thereof, by amending the Condominium Bylaws that were attached to it as Exhibit A in the manner set forth herein. Such co-owners also direct the Association to execute and record this First Amendment To Master Deed on their behalf and on behalf of the Association to which they belong. Under Sec. 90a.(9) of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), the consent or vote of mortgagees is not required for this amendment

NOW, THEREFORE, the Master Deed is hereby amended by the changes set forth on the First Amendment To Condominium Bylaws of Glen Haven attached hereto as Exhibit A. In all other respects, the original Master Deed and all of its original attachments are hereby ratified, confirmed and redeclared.

Association:
Hartland Glen Haven Condominium

Association

a Michigan Nonprofit Corporation

By: _____
Troy R. Biddix
President

STATE OF MICHIGAN)
) ss.
COUNTY OF Livingston)

The foregoing instrument was acknowledged before me this 4th day of OCTOBER, 2004, by Troy R. Biddix, Hartland Glen Haven Condominium Association, a Michigan nonprofit corporation, on behalf of said corporation.

Kristin A. Polenski
*Notary Public, Livingston County, Michigan
Acting in the County of Livingston, Michigan
My commission expires: 11-09-06

Instrument drafted by and when recorded return to:
John P. Sheridan
Heritier, Nance & Sheridan
5800 Crooks Rd., Suite 180
Troy, MI 48098
Ph. (248) 828-4020

*Type or print name underneath in black ink.