

MASTER DEED FOR THE TIMBERS CONDOMINIUM
as required by the Michigan Condominium Act,
MCLA 559.101 et seq., MSA 26.50(101) et seq.

CT-22654

Genesee County Condominium Subdivision Plan No. 164

1. This Master Deed establishing The Timbers Condominium, a Condominium Project
2. Exhibit A to this Master Deed: Condominium Bylaws of The Timbers Condominium
3. Exhibit B to this Master Deed: Condominium Subdivision Plan for The Timbers Condominium
4. Exhibit C to this Master Deed: Affidavit of Mailing for Notices required by MCLA 559.171, MSA 26.50(171)

No interest in real estate is being conveyed by this document. No revenue stamps are required.

127.00
→ return to:
CISIO Title

Drafted by:

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I hereby certify, based upon the records in my office,
that there are no tax liens or taxes held by the state, or
by any individual, against the within description, and
that all taxes due thereon have been paid for the 6
years next preceding the date of this instrument.

William P. Bishel

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MASTER DEED FOR THE TIMBERS CONDOMINIUM
as required by the Michigan Condominium Act,
MCLA 559.101 et seq., MSA 26.50(101) et seq.

This Master Deed is made and signed on August 6th, 1996. Timbers Condo Project, LLC, the Developer, a Michigan Limited Liability Company whose principal office is situated at G-6045 W. Pierson Road, Flushing, Michigan 48439 is represented in this document by Douglas R. Nickel, its Member, who is fully empowered and qualified to act on behalf of the Developer.

The Developer is constructing a single family residential Condominium Project to be known as The Timbers Condominium (the "Project"), pursuant to the architectural plans which are or will be approved by Flint Township, Genesee County, Michigan, on a parcel of land described in Article II of this document. The Developer desires, by recording this Master Deed together with the Condominium Bylaws and the Condominium Subdivision Plan, both of which are incorporated by reference and made a part of this document as Exhibits A and B respectively, to establish this real property and the improvements and appurtenances now and in the future located on it as a Condominium Project under the provisions of the Michigan Condominium Act (the "Act").

By recording this document, the Developer establishes The Timbers Condominium as a Condominium Project under the Act and declares that the Project shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, and used subject to the Act and to the conditions stated in this Master Deed and its Exhibits, all of which shall run with the land and burden and benefit the Developer; its successors and assigns; any persons acquiring or owning an interest in the real property; and their grantees, successors, heirs, executors, administrators, and assigns.

ARTICLE I
THE PROJECT

The Project is a Residential Condominium that is and will be constructed in one or more phases to comprise a total of 27 Units. The Developer and its successors specifically reserve the right to elect, within six years after the initial recording of this Master Deed for the Project, to contract the Project by withdrawing all or part of the land described in Article II by an amendment or a series of amendments to this Master Deed, without the consent of any Co-Owner, mortgagee, or other party. However, no Unit that has been sold may be withdrawn without the consent of the owner and the mortgagee of the Unit. Except as stated in this document, no restrictions or limitations on such an election exist regarding what land may be withdrawn, when or in what order land may be withdrawn, or how many Units or Common Elements may be withdrawn.

The 27 Condominium Units that compose the Project, including the numbers, boundaries, dimensions, and areas of them, are completely described in the Condominium Subdivision Plan attached hereto as Exhibit B. Each Unit is suitable for individual use. Each Co-Owner in the Project shall have a particular and exclusive property right to the Co-Owner's Unit and to the Limited Common Elements appurtenant to it and shall have an undivided and inseparable right to share the General Common Elements of the Project with other Co-Owners, as designated by this Master Deed.

ARTICLE II LEGAL DESCRIPTION

The land on which the Project is situated and which is submitted for condominium ownership pursuant to the Michigan Condominium Act, is located in the Township of Flint, Genesee County, Michigan and is described as follows:

LEGAL DESCRIPTION OF CONDOMINIUM PREMISES:

PART OF THE NORTHWEST 1/4 OF SECTION 5, T7N-R6E AND PART OF THE EAST 1/2 OF SECTION 6, T7N-R6E, FLINT TOWNSHIP, GENESSEE COUNTY, MICHIGAN AND OUTLOT 'A' OF "FLOWERDALE ACRES" ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 30, PAGE 20, GENESSEE COUNTY RECORDS. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT EAST 1/4 CORNER OF SECTION 6, T7N-R6E; THENCE S 00°07'17" W, 106.41 FEET, ALONG THE EAST LINE OF SAID SECTION 6; THENCE S 72°43'10" W, 424.18 FEET; THENCE S 43°32'12" W, 225.89 FEET, TO A POINT ON THE NORTHEASTERLY LINE OF FLOWERDALE ACRES AS RECORDED IN LIBER 30, PAGE 20, GENESSEE COUNTY RECORDS; THENCE N 48°33'00" W, 283.00 FEET, ALONG THE NORTHEASTERLY LINE OF SAID "FLOWERDALE ACRES" TO THE SOUTHEASTERLY CORNER OF OUTLOT 'A'; THENCE S 43°32'12" W, 170.08 FEET TO THE POINT OF CURVATURE OF A CIRCULAR TO THE LEFT HAVING A DELTA ANGLE OF 90°05'12" AND A RADIUS OF 30.05 FEET; THENCE ALONG SAID CIRCULAR CURVE AN ARC LENGTH OF 47.10 FEET AND HAVING A CHORD BEARING S 01°30'24" E, 42.39 FEET; THENCE N 48°33'00" W, 120.00 FEET, ALONG THE NORTHEASTERLY LINE OF RIVER ROAD, TO THE POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE TO THE LEFT HAVING A DELTA ANGLE OF 89°54'48" AND A RADIUS OF 30.05 FEET; THENCE ALONG SAID CIRCULAR CURVE AN ARC LENGTH OF 47.15 FEET AND HAVING A CHORD BEARING N 88°29'36" E, 42.46 FEET; THENCE N 43°32'12" E, 170.08 FEET; THENCE N 48°33'00" W, 274.41 FEET TO THE NORTHEASTERLY CORNER OF LOT 1 OF SAID "FLOWERDALE ACRES"; THENCE N 57°41'54" E, 347.75 FEET; THENCE N 43°27'25" W, 168.30 FEET; THENCE N 32°42'31" W, 330.86 FEET TO THE SOUTHEASTERLY LINE OF LAND CONVEYED TO CONSUMERS POWER COMPANY AS DESCRIBED IN LIBER 1232, PAGE 134 AND 135, GENESSEE COUNTY RECORDS; THENCE N 57°31'55" E, 1,250.55 FEET, ALONG THE SOUTHEASTERLY LINE OF SAID CONSUMERS POWER PROPERTY; THENCE N 24°08'57" E, 600.00 FEET, CONTINUING ALONG SAID CONSUMERS POWER PROPERTY TO A POINT ON THE WESTERLY BANK OF THE FLINT RIVER; THENCE GENERALLY ON A MEANDER LINE ALONG THE WESTERLY BANK OF THE FLINT RIVER THE FOLLOWING COURSE AND DISTANCES: S 63°43'55" E, 199.60 FEET; S 59°30'13" E, 397.89 FEET; S 43°56'53" E, 169.27 FEET; S 00°09'30" W, 628.41 FEET; S 01°00'00" E, 293.31 FEET; S 27°23'13" E, 244.64 FEET; S 35°16'13" E, 336.33 FEET TO A POINT ON THE EAST-WEST 1/4 LINE OF SECTION 5, T7N-R6E; THENCE S 89°37'22" W, 1,240.00 FEET ALONG SAID EAST-WEST 1/4 LINE TO THE POINT OF BEGINNING. ALSO INCLUDING ALL THAT LAND LYING BETWEEN THE MEANDER LINE AND THE WATER'S EDGE OF THE FLINT RIVER, AND SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD. CONTAINING 63.2 ACRES OF LAND MORE OR LESS.

ARTICLE III
DEFINITIONS

Certain terms are used not only in this Master Deed but also in other documents for the Project, such as the Articles of Incorporation; the Association Bylaws; the Rules and Regulations of The Timbers Condominium Owners Association (collectively the "Condominium Documents"); and deeds, mortgages, liens, land contracts, easements, and other documents affecting interests in the Project. As used in such documents, the following definitions apply unless the context otherwise requires:

1. The Act means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.
2. The Arbitration Association means the American Arbitration Association or its successor.
3. The Association of Co-Owners or the Association means the nonprofit corporation organized under Michigan law of which all Co-Owners must be members. This corporation shall administer and maintain the Project. Any action required of or permitted to the Association may be carried out by its Board of Directors unless it is specifically reserved to its Members by the Condominium Documents or Michigan law.
4. The Association Bylaws means the Corporate Bylaws of the Association organized to maintain and administer the Project.
5. Common Elements, if used without modification, means the part of the Project other than the Units, including all General and Limited Common Elements described in Article IV.
6. Condominium Bylaws means Exhibit A, which is the Bylaws stating the substantive rights and obligations of the Co-Owners.
7. Condominium Documents includes this Master Deed and all its Exhibits recorded pursuant to the Act and any other documents referred to in this document that affect the rights and obligations of a Co-Owner in the Project.
8. Condominium Premises means that land described in Article II.
9. The Condominium Subdivision Plan means Exhibit B, which is the site drawing, the survey, and other drawings depicting the existing and proposed improvements, including their locations on the land.
10. Condominium Unit or Unit means that part of the Project designed and intended for separate ownership and use, as described in this Master Deed. All structures and

improvements now or hereafter located within the boundaries of the Unit shall be owned in their entirety by the Co-Owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

11. Consolidating Master Deed means the final amended Master Deed which shall describe The Timbers as a completed Condominium Project. Such Consolidating Master Deed, if and when recorded in the office of the Genesee County Register of Deeds, shall supersede the previously recorded Master Deed for the Project and all amendments thereto.
12. Construction and Sales Period means the period commencing with the recording of this Master Deed and continuing as long as the Developer owns any Unit which it offers for sale or for so long as the Developer continues to construct or proposes to construct additional Units or owns or holds an option or other enforceable purchase interest in land for residential development adjacent to the Project.
13. Co-Owner means a person, a firm, a corporation, a partnership, an association, a trust, or another legal entity or any combination who owns a Condominium Unit in the Project, including a vendee of a land contract of which the purchase is not in default. Owner is synonymous with Co-Owner and with Member.
14. The Developer means the Timbers Condo Project, LLC, a Michigan Limited Liability Company, which has made and signed this Master Deed, as well as its successors and assigns.
15. General Common Elements means those Common Elements of the Project described in Article IV(1), which are for the use and enjoyment of all Co-Owners, subject to such charges as may be assessed to defray the operation costs.
16. Limited Common Elements means those Common Elements of the Project described in Article IV(2), which are reserved for the exclusive use of the Co-Owners of a specified Unit or Units.
17. Master Deed means this instrument as well as its Exhibits and amendments, by which the Project is submitted for condominium ownership.
18. Percentage of Value means the percentage assigned to each Unit by this Master Deed, which determines the value of a Co-Owner's vote at Association meetings when voting by value or by number and value and the proportionate share of each Co-Owner in the Common Elements of the Project.

19. The Project or the Condominium means The Timbers Condominium, a condominium development established in conformity with the Michigan Condominium Act.
20. The Transitional Control Date means the date when a Board of Directors for the Association takes office pursuant to an election in which the votes that may be cast by eligible Co-Owners unaffiliated with the Developer exceed the votes that may be cast by the Developer.

Whenever a reference is made in this document to the singular, a reference shall also be included to the plural if appropriate.

ARTICLE IV COMMON ELEMENTS

The Common Elements of the Project as depicted in Exhibit B and the responsibilities for their maintenance, repair, and replacement are as follows:

1. General Common Elements. The General Common Elements are:
 - (a) Land. The land described in Article II hereof and other common areas, when included as a part of the Condominium, not identified as Units or Limited Common Elements.
 - (b) Roads. Timber Lane and/or Pine Ridge Court and such other interior roads as may subsequently be added to the Project.
 - (c) Electrical. The electrical transmission mains throughout the Project, up to the point of lateral connections for Unit service.
 - (d) Site Lighting. Any lights designed to provide illumination for the Project as a whole.
 - (e) Telephone and Cable. The telephone and cable systems throughout the Project up to the point of lateral connections for Unit service.
 - (f) Gas. The gas distribution system throughout the Project, up to the point of lateral connections for Unit service.
 - (g) Telecommunications. The telecommunications system, if and when installed, up to the point of lateral connections for Unit service.
 - (h) Storm Sewer. The storm sewer system through the Project.
 - (i) Water and Sanitary Sewer. Each Unit shall be connected to municipally supplied water and sanitary sewer service.

- (j) Entrance Gates and Monuments. The Developer may (but shall not be required to) construct monuments or signs at the entrance to the Project. If constructed, they shall be a General Common Elements. Additionally, the Developer may (but shall not be required to) install gates and/or a guard house at the entrance way of the Project to limit access to the Project. During the period where the Developer owns any Units, the Developer may control in its sole discretion the means of operating the gates and when or whether they remain open or locked.
 - (k) Timber Lake. As designated and set forth on Exhibit B.
 - (l) Other. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended or will be intended for common use or are necessary to the existence, upkeep, appearance, utility or safety of the Project, such as sanitary/storm sewer or central water systems.
2. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are as follows:
- (a) Yard Areas. Each Limited Common Element immediately surrounding a Unit as designated on the Condominium Subdivision Plan is a yard area limited in use to the Unit which it immediately surrounds.
 - (b) Utility Leads. All utility leads lying within the Unit and adjoining Limited Common Element yard area are limited in use to the Units which they respectively service.
- If any of the Limited Common Elements described in this Section have not been assigned in the Condominium Subdivision Plan, the Developer reserves the right to designate each such element as a Limited Common Element appurtenant to a particular Unit by subsequent amendments to this Master Deed. The Co-Owners and mortgagees of Condominium Units and all other parties interested in the Project shall be deemed to have irrevocably and unanimously consented to such amendments and irrevocably appoint the Developer or its successors as agent and attorney to make any such amendments to this Master Deed.
3. Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

- a. Co-Owner Responsibility for Units and Limited Common Elements. It is anticipated that separate residential dwellings will be constructed within the Units depicted on Exhibit B hereto and that various appurtenances to such dwellings, including driveways, may extend into the Limited Common Element yard areas surrounding the same. Except as otherwise expressly provided, the responsibility for, and the costs of maintenance, decoration, repair and replacement of any dwelling and appurtenance to each dwelling as a Limited Common Element shall be borne by the Co-Owner of the Unit which is served thereby; provided, however, that the exterior appearance of such dwellings, Units and appurtenant Limited Common Elements, to the extent visible from any other Unit or Common Element on the Project, shall be subject at all times to the approval of the Association. In connection with any amendment made by the Developer pursuant to Article VII hereof, Developer may designate additional Limited Common Elements that are to be maintained, decorated, repaired and replaced at Co-Owner expense or, in proper cases, at Association expense. For maintenance purposes, the General Common Element area between the roadway pavement and each Co-Owner's limited Common Element setback area shall be planted with grass and maintained by each Co-Owner as a part of his front setback area and in accordance with the standards set forth in the Bylaws.
- b. Association Responsibility for Units and Common Elements. The Association shall not be responsible for performing any maintenance, repair or replacement with respect to residences and their appurtenances located within the Condominium Units or within the Limited Common Elements appurtenant thereto. Nevertheless, in order to provide for flexibility in administering the Condominium, the Association, acting through its Board of Directors, may undertake such other regularly recurring, reasonably uniform, periodic exterior maintenance functions with respect to dwellings constructed within any Unit boundaries and their appurtenant Limited Common Elements as it may deem appropriate (including, without limitation, lawn mowing, snow removal, tree trimming and exterior painting). Nothing herein contained, however, shall compel the Association to undertake such responsibilities. Any such responsibilities undertaken by the Association shall be charged to any affected Co-Owner on a reasonably uniform basis and collected in accordance with the assessment procedures established under Article II of the Bylaws. The Developer, in the initial maintenance budget for the Association, shall be entitled to determine the nature and extent of such services and reasonable Rules and Regulations may be promulgated in connection therewith.

- c. General Common Elements. The cost of maintenance, repair and replacement of all General Common Elements shall be borne by the Association, subject to any provision of the Condominium Documents expressly to the contrary.
4. Utility Systems. Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications, described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications, shall be General Common Elements only to the extent of the Co-Owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any. The extent of the Developer's and Association's responsibility will be to see to it that telephone, electric and natural gas mains are installed within reasonable proximity to, but not within, the Units and their Limited Common Element yard areas. Each Co-Owner will be entirely responsible for arranging for and paying all costs in connection with extension of such utilities by laterals from the mains to any structures and fixtures located within the Units and their respective Limited Common Element yard areas.
5. Use of Units and Common Elements. No Co-Owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-Owner in the use and enjoyment of his Unit or the Common Elements. No Limited Common Element may be modified or its use enlarged or diminished by the Association without the written consent of the Co-Owner to whose Unit the same is appurtenant.

ARTICLE V DESCRIPTIONS AND PERCENTAGES OF VALUE OF CONDOMINIUM UNITS

1. Description of Units. A complete description of each Unit in the Project, with elevations referenced to an official benchmark of the U.S. Geological Survey sufficient to relocate accurately the space enclosed by the description without reference to the structure itself, is provided in the Condominium Subdivision Plan as surveyed by Richard H. Kraft Engineering, Inc., consulting engineers and surveyors. Detailed architectural plans and specifications have been filed with Flint Township, Genesee County, Michigan. Each Unit shall include all the space within the Unit boundaries as designated by a heavy outline depicted in the Condominium Subdivision Plan and as delineated by detailed dimensional descriptions of the Unit in the outline, minus any Common Elements in the Unit. Accordingly, the Developer or, upon

assignment, the Association shall have the right, in its sole discretion, to modify the Condominium Subdivision Plan to depict actual ground elevations and Unit boundaries. Even if no such amendment is undertaken, easements for maintenance of structures that encroach on Common Elements have been reserved in Article VI.

2. Percentage of Value. The Percentage of Value assigned to each Unit is equal. The percentages of value were computed on the basis that the comparative characteristics of the Units are such that it is fair and appropriate that each Unit owner vote equally and pay an equal share of the expenses of maintaining the General Common Elements. The Percentage of Value assigned to each Unit shall be determinative of each Co-Owner's respective share of the General Common Elements of the Condominium Project, the proportionate share of each respective Co-Owner in the proceeds and expenses of administration and the value of such Co-Owner's vote at meetings of the Association of Co-Owners. Except as otherwise provided in this Master Deed, the Percentage of Value allocated to each Unit may be changed only with the prior written approval of each holder of a mortgage lien on any Unit in the Project and with the Unanimous consent of all of the Co-Owners expressed in an amendment to this Master Deed, duly recorded.
3. Modification of Units. Subject to the prior written approval of the Genesee County Health Department and the Township of Flint, as well as any other necessary and appropriate governmental authority, the Developer may modify the number, size, style, and location of a Unit or of any Limited Common Element appurtenant to a Unit as described in Exhibit B by an amendment effected solely by the Developer or its successors without the consent of any Co-Owner, mortgagee, or other party, as long as the modification does not unreasonably impair or diminish the appearance of the Project or the view, privacy, or other significant attributes or amenities of other Units that adjoin or are proximate to the modified Unit or Limited Common Element. No Unit that has been sold or is subject to a binding purchase agreement shall be modified without the consent of the Co-Owner or of the purchaser and the mortgagee. The Developer may also, in connection with any such amendment, readjust percentages of value for all Units to give reasonable recognition to such a modification, based on the method by which percentages of value for the Project were originally determined. However, no Unit modified in accordance with this provision shall be conveyed until an amendment to this Master Deed has been recorded. All Co-Owners, mortgagees of Units, and other parties interested in the Project shall be deemed to have unanimously consented to any amendments necessary to effect such modifications and, subject to the limitations stated in this Master Deed, to the proportionate

reallocation of percentages of value of existing Units that the Developer or its successors determines is necessary in conjunction with such modifications. All such interested parties irrevocably appoint the Developer or its successors as agent and attorney to sign such amendments to this Master Deed and all other Condominium Documents as may be necessary to effect such modifications.

ARTICLE VI
EASEMENTS

1. Easement for Maintenance of Encroachments and Utilities.
There shall be easements to, through and over the entire Project (including all Units and their Limited Common Element Yard Areas) for the installation and continuing maintenance, repair, replacement and enlargement of any General Common Element utilities in the Project. In the event any portion of a structure located within a Unit encroaches upon a Common Element due to shifting, settling or moving of a building, or due to survey errors or construction deviations or change in ground elevations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of destruction. One of the purposes of this section is to clarify the right of the Co-Owner to maintain structural elements and fixtures which project into the Limited Common Elements surrounding each Unit notwithstanding their projection is beyond the Unit perimeters.
2. Easements Retained by Developer.
 - (a) Roadway Easements. The Developer reserves for the benefit of itself, its successors and assigns, an easement for the unrestricted use of all roads and walkways in the Project for the purpose of ingress and egress to and from all or any portion of the parcel described in Article II. The Co-Owners of this Project shall be responsible for payment of a proportionate share of such expenses which share shall be equal to the Percentage of Value of his Unit as set forth and described in Article V.

The Developer reserves the right at any time during the Development and Sales Period, and the Association shall have the right thereafter, to dedicate subject to the acceptance of the appropriate governmental unit to the public a right-of-way of such width and of such specifications as may then be required by the local public authority over any or all of the roadways in the Timbers shown as General Common Elements in the Condominium Subdivision Plan. Any such right-of-way

dedication may be made by the Developer without the consent of any Co-Owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to the Condominium Subdivision Plan hereto, recorded in the Genesee County Records. All of the Co-Owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication. Any such dedication shall be subject to rights of dedication and use reserved in the Agreement.

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

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

3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such reasonable easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, sanitary and/or storm sewers, water supply systems, or other lawful purposes as may be necessary for the benefit of the Project subject, however, to the approval of the Developer so long as the Development and Sales Period has not expired. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect thereto be varied, without the consent of each person benefitted or burdened thereby.
4. Association and Developer Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Project; provided, however, that the easements granted hereunder shall not entitle any person other than the Co-Owner thereof to gain entrance to the interior of any dwelling or garage located within a Unit or Yard Area appurtenant thereto. Neither the Developer nor the Association shall be liable to the Co-Owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-Owner, shall be assessed against such Co-Owner and shall be due and payable with his monthly assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines. Developer and the Association shall have an easement over all Units subject to the Special Assessment for Timber Lake Front Units for the purpose of repair, maintenance and landscaping in and around the Timber Lake in the absence of the Co-Owners of the

Units subject to the Special Assessment performing such repair, maintenance and landscaping.

5. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-Unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.
6. Easement for Storm Water Drainage. There shall exist an easement in favor of the Association for storm water drainage in the areas within Units 7, 8, 14 and 15 and their appurtenant Yard Areas as designated therefor on the Condominium Subdivision Plan, which area shall be maintained as to its physical configuration by the Association but shall be landscaped by the Owner of the Unit or Limited Common Element Yard Area over which the drainage easement is located. This easement is created for the purpose of facilitating drainage throughout portions of the Project and certain adjoining property and is for the benefit of all owners of all such real property. No residences or other permanent structures shall be placed within such easement.
7. Road Easements. The roads described in Article IV are Common Elements which serve as access to the Units in the Project and shall be maintained by the Association for the benefit of all parties entitled to its use.

ARTICLE VII AMENDMENTS AND TERMINATION

1. If there is no Co-Owner other than the Developer, the Developer may unilaterally amend the Condominium Documents or,

with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting such amendment or termination shall be recorded in the public records of Genesee County, Michigan.

2. If there is a Co-Owner other than the Developer, the Condominium Documents may be amended for a proper purpose only as follows:

- a. An amendment may be made without the consent of any Co-Owners or mortgagees if the amendment does not materially alter the rights of any Co-Owners or mortgagees of Units in the Project, including amendments to modify the types and sizes of unsold Units and their appurtenant Limited Common Elements; amendments to facilitate conventional mortgage loan financing for existing or prospective Co-Owners; and amendments enabling the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, or any other agency of the federal government or the State of Michigan.
- b. Even if an amendment would materially alter the rights of any Co-Owners or mortgagees, it can be made if at least two-thirds of the Co-Owners and mortgagees consent. However, dimensions or Limited Common Elements of a Co-Owner's Unit may not be modified without the Co-Owner's consent, nor may the formula used to determine percentages of value for the Project or provisions relating to the ability or terms under which a Unit may be rented be modified without the consent of the Developer and each affected Co-Owner and mortgagee. Rights reserved by the Developer in this Master Deed, including rights to amend this Master Deed for purposes of contraction, or modification of Units in the course of construction, shall not be amended without written consent from the Developer as long as the Developer or its successors continue to own or to offer for sale any Unit in the Project. For the purpose of this provision, a mortgagee shall have one vote for each mortgage held.
- c. The Developer may also make a material amendment unilaterally without the consent of any Co-Owner or mortgagee for the specific purposes reserved by the Developer in this Master Deed. Until the sale of all Units as described in Article I, such rights reserved by the Developer may not be further amended except with written consent from the Developer or its successors or assigns.
- d. A person causing or requesting an amendment to the Condominium Documents shall be responsible for the costs and expenses of the amendment, except for amendments based on a vote of the prescribed majority of Co-Owners and mortgagees or based on the Advisory Committee's

decision, the costs of which are administration expenses. The Co-Owners and mortgagees of record shall be notified of proposed amendments under this Section at least 10 days before the amendment is recorded.

- e. If there is a Co-Owner other than the Developer, the Project may only be terminated with the consent of the Developer and at least 80 percent of the Co-Owners and mortgagees, as follows:
 - (1) The agreement of the required number of Co-Owners and mortgagees to terminate the Project shall be evidenced by their signing of the termination agreement or ratification of it. The termination shall become effective only when this evidence of the agreement is recorded.
 - (2) On recording an instrument terminating the Project, the property constituting the Project shall be owned by the Co-Owners as tenants in common in proportion to their undivided interests in the Common Elements immediately before recordation. As long as the tenancy in common lasts, each Co-Owner or the heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property that formerly constituted their Unit.
 - (3) On recording an instrument terminating the Project, any rights the Co-Owners may have to the assets of the Association shall be in proportion to their undivided interests in the Common Elements immediately before recordation, except that common profits shall be distributed in accordance with the Condominium Documents and the Act.
 - (4) Notification of termination by first-class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lienholders, and prospective purchasers who have deposited funds. Proof of dissolution must be submitted to the administrator.
- f. Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries described in this Article VII.
- g. At any time prior to 1 year after expiration of the Construction and Sales Period, the Developer may, without the consent of any Co-Owner or any other person, amend this Master Deed and the Condominium Subdivision Plan

attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A as do not materially affect any rights of any Co-Owners or mortgagees in the Project.

- h. This Master Deed shall not be amended or modified without the written consent of the Developer so long as the Developer continues to offer any Unit in the Project for sale. No easements created under the Condominium Documents may be modified or obligations with respect thereto varied without the consent of the Developer and each Co-Owner benefitted or burdened thereby.

ARTICLE VIII EXPANSION OF CONDOMINIUM

The Project shall not be expanded or enlarged.

ARTICLE IX OPERATIVE PROVISIONS

Any contraction in the Project pursuant to Article XII shall be governed by the provisions as set forth below.

1. Amendment of Master Deed and Modification of Percentages of Value. Such contraction of the Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law and herein, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof may be readjusted when applicable in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.
2. Redefinition of Common Elements. Such amendments to this Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the additional parcel or parcels being added to the Project by such amendments. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks in the Project to any roadways and

sidewalks that may be located on, or planned for the Area of Future Development and to provide access to any Unit that is located on, or planned for the Area of Future Development from the roadways and sidewalks located in the Project.

3. Consolidating Master Deed. A Consolidating Master Deed shall be recorded pursuant to the Act when the Project is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.
4. Consent of Interested Persons. All of the Co-Owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consent to all amendments to this Master Deed as may be proposed by the Developer for the purposes of contracting the Project as reserved in Article XII and to any reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for purpose of execution of such amendments to this Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE X AMENITIES

The Developer, during the Development and Sales Period, may or may not, in its sole discretion, construct various amenities including, but not limited to, jogging and/or walking paths (hereinafter called the "Amenities") and hereby reserves the right to do so anywhere within the General Common Elements area described on the Condominium Subdivision Plan or the land described in Article II. Developer shall pay the costs of such amenities, if constructed. Upon inclusion of the same in the Project, all Co-Owners and all future Co-Owners in The Timbers Condominium shall thereafter contribute to the maintenance, repair and replacement of the Amenities as an expense of administration of the Project. Developer has no obligation to construct any particular Amenities or include the same in the Project except pursuant to its discretionary election to do so. Final determination of the design, layout and location of such Amenities, if constructed, will be at the sole discretion of the Developer.

ARTICLE XI
ASSIGNMENT

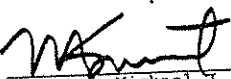
Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or the Act, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment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

ARTICLE XII
CONTRACTION OF CONDOMINIUM

1. Right to Contract. As of the date this Master Deed is recorded, the Developer intends to establish the Project consisting of twenty-seven (27) Units on the land described in Article II of this Master Deed, and as shown on the attached Condominium Subdivision Plan. However, Developer reserves the right to establish a Project consisting of fewer than twenty-seven (27) Units and to withdraw from the Project all or some portion of the land described in Article II (hereinafter referred to as "Contractible Area"). Therefore, any of the provisions of this Master Deed to the contrary notwithstanding, the number of Units in this Project may, at the option of the Developer, from time to time during the period ending no later than six (6) years from the date of recording this Master Deed, be contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of Units be less than two (2).
2. Withdrawal of Land. In connection with the contraction of the Project, the Developer unconditionally reserves the right to withdraw from the Project such portion or portions of the land described in Article II as is or are not reasonably necessary to provide access to or otherwise serve the Units included in the Project as so contracted. The Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a rental development, a separate Condominium Project or Projects or any other form of development.
3. Contraction not Mandatory. Nothing herein contained shall in any way obligate the Developer to contract or withdraw land from the Project. There are no restrictions on the election of the Developer to contract or withdraw land from the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to contract or withdraw portions of land from the Project in any particular order nor to construct particular improvements on the Contractible Area in any specific locations. Portions of the

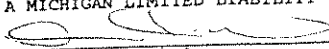
Contractible Area may be withdrawn from the Project at different times, at the Developer's sole discretion. There are no restrictions fixing the boundaries of the portions of the Contractible Area that may be withdrawn from the Project.

4. Amendment of Master Deed and Modification of Percentages of Value. Any decrease in size of the Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law and as set forth in Article VII, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer. Such readjustments, however shall reflect a continuing reasonable relationship among percentages of value based upon the method of original determination of percentages of value for the Project.
5. Contractible Area Responsibility for Assessments. After contraction of the Project, the owner or owners of all or any portion of the Contractible Area that is withdrawn from the Project shall pay to the Association a proportionate share of the Association's actual current expenses of administration of the Common Elements, based upon the ratio of Units that would have been included in the land then withdrawn to the maximum number of Units that could be created in the Project under Section 1 of this Article XII.

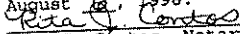

Witness - Michael J. Smith


Witness - Rita J. Contos

DEVELOPER
TIMBERS CONDO PROJECT, LLC
A MICHIGAN LIMITED LIABILITY COMPANY


Douglas R. Nickel
Its Member

Subscribed and sworn to before me on
August 12, 1996.


Rita J. Contos, Notary Public
Shiawassee Co. acting in Genesee Co., MI
My Commission Expires: 4-28-1997

Master Deed Drafted by
and Return When Recorded to:
SMITH, HARRIS & GOYETTE
BY: Michael J. Smith (P-20695)
2370 S. Linden Road
Flint, MI 48532
Telephone: (810) 230-1400

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EXHIBIT A TO MASTER DEED
OF
THE TIMBERS CONDOMINIUM
CONDOMINIUM BYLAWS

ARTICLE I
THE CONDOMINIUM PROJECT

1. Organization. The Timbers Condominium, a Residential Condominium Project (the "Project") located in Flint Township, Genesee County, Michigan, is being constructed in a single phase to comprise a total of 27 living units (the "Units"). Once the Master Deed is recorded, the management, maintenance, operation, and administration of the Project shall be vested in an Association of Co-Owners organized as a nonprofit corporation under Michigan law.
2. Compliance. All present and future Co-Owners, mortgagees, lessees, or other persons who may use the facilities of the Project 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 "Act"), 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 the Condominium Documents (sometimes referred to collectively as the "Condominium Documents") and make them available for inspection at reasonable hours to Co-Owners, prospective purchasers, and prospective mortgagees of Units in the Project. If the 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 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 Unit.

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 when voting by number and one vote, the value of which shall equal the total of the percentages assigned to the Units owned by the Co-Owner as stated in the Master Deed, when voting by value. Voting shall be by number, except when voting is specifically required to be both by value and by number, 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 Unit in the Project, nor may a Co-Owner vote before the Initial Meeting of Members (except for elections held pursuant to Article III, Section 4 hereof). 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 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 the Act.

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 51 percent 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 or at the election of the Developer, whichever occurs first. At the Initial Meeting of Members, 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 of Members, but no such informational meeting shall be construed as the Initial Meeting of Members.

2. Annual Meeting of Members. After the Initial Meeting of Members, 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 50 percent of the Units, 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 for which it pays assessments. This election may increase but not reduce the minimum election and designation rights otherwise established in these Bylaws. The application of this provision does not require a change in the size of the Board as stated in the Corporate Bylaws.

If the calculation of the percentage of Members of the Board that the 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, 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 of Members 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.
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 Project
 - c. employing and dismissing personnel as necessary for the efficient management and operation of the Project
 - d. adopting and amending Rules and Regulations for the use of the Project
 - e. opening bank accounts, borrowing money, and issuing evidences of indebtedness to further the purposes of the Project and designating required signatories therefor
 - f. obtaining insurance for the Project, the premiums of which shall be an administration expense
 - g. authorizing the signing of contracts, deeds of conveyance, easements, and rights-of-way affecting any

real or personal property of the Project on behalf of the
Co-Owners

- h. making repairs, additions, improvements, improvements, and alterations to the Project and repairing and restoring the property in accordance with the other Sections of these Bylaws after damage or destruction by fire or other casualties or condemnation or eminent domain proceedings
 - i. 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
 - j. 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 detailed records of the expenditures and receipts affecting the administration 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 auditors (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 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, inside and outside the Units 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. The Association and its agents shall have access to each Unit during reasonable working hours, on notice to the occupant, for the purpose of maintaining, repairing, or replacing any of the Common Elements in the Unit or accessible from it. The Association and its agents shall also have access to each Unit at all times without notice for emergency repairs necessary to prevent damage to other Units or the Common Elements.

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 Section 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. Mechanics Liens. A mechanics lien for work performed on a Unit or a Limited Common Element shall attach only to the Unit or Element on which the work was performed. A lien for work authorized by the Developer or the principal contractor shall attach only to 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 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 Section 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. Every Director and Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement, incurred by or imposed upon him in connection with any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which he may be a party or in which he may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred, except as otherwise prohibited by law; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Association (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled. At least ten days prior to payment of any indemnification which it has approved, the Association shall notify all Co-Owners thereof. Further, the Association is authorized but is not required to carry Officers' and Directors' liability insurance covering acts of the Officers and Directors of the Association in such amounts or in no amounts as it shall deem appropriate.

ARTICLE V ASSESSMENTS

1. Administration Expenses. The Association shall be assessed as the entity in possession of any tangible personal property of the Project 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 Project 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 \$2,250 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, including assessments to purchase or lease a Unit for the use of a resident manager, shall be considered a special assessment requiring approval by a vote of 60 percent or more of the Co-Owners, in number and in value.

3. Special Assessments for Timber Lake Front Units. Those Units located contiguous to Timber Lake contained in the Project and set forth on Exhibit B to the Master Deed being Units 6, 7, 8, 9, 10, 11, 12, 13, and 14 shall be equally responsible for the cost of the maintenance of Timber Lake. This Special Assessment shall be in addition to the other assessments described in this Article V. The type and level of maintenance of Timber Lake shall be determined by a majority of the Co-Owners owning Units affected by this Special Assessment. Notwithstanding anything contained herein or elsewhere to the contrary, the level and type of maintenance shall first meet the minimum requirements established by the Developer. These minimal requirements shall be such that Timber Lake is harmonious, complimentary and dignified and provides a refined and exclusive environment of the highest aesthetic standards. The Special Assessments for Timber Lake Front Units shall be levied, collected and enforced in the manner stated herein.

4. Waiver of Use or Abandonment of Unit. No Co-Owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.
5. 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 Limited Common Elements. The common expenses shall include expenses the Board deems proper to operate and maintain the Project under the powers and duties delegated to it under these Bylaws and may include amounts to be set aside for working capital for the Project, 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 of Members. 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.
6. 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 recorded before any notice of lien by the Association. The Association may enforce the collection of a lien by a suit at law for a money judgment or by foreclosure of the liens, securing payment as provided in MCLA 559.208, MSA 26.50(208). In a foreclosure action, a receiver may be appointed and reasonable rent for the Unit may be collected from the Co-Owner or anyone claiming possession under the Co-Owner. All expenses incurred in collection, including interest, costs, and actual attorney fees, and any advances for taxes or other liens paid by the Association to protect its lien shall be chargeable to the Co-Owner in default.

On the sale or conveyance of a 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 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 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.

7. Obligations of the Developer

- a. Until the regular monthly assessments paid by Co-Owners other than the Developer are sufficient to support the total costs of administration (excluding reserves), the Developer shall pay the balance of such administration costs on account of the Units owned by it, whether or not they are constructed.
- b. Once the regular monthly assessments paid by Co-Owners other than the Developer are sufficient to support the total costs of administration (excluding reserves), the Developer shall be assessed by the Association for actual costs, if any, incurred by the Association that are directly attributable to the Units being constructed by the Developer, together with a reasonable share of the costs of administration that indirectly benefit the Developer (other than costs attributable to the maintenance of dwellings), such as legal fees, accounting fees, and maintenance of the landscaping, drives, and walks. If a Unit owned by the Developer is leased or otherwise permanently occupied by a person holding under or through the Developer, the Developer shall pay all regular monthly assessments for the Unit. In no event

shall the Developer be responsible for the cost of capital improvements or additions, by special assessment or otherwise, except for occupied Units owned by it.

ARTICLE VI
TAXES, INSURANCE, AND REPAIRS

1. Taxes. After the year when the construction of the building contained in 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 construction contained in a Unit is completed, the taxes and special assessments that become a lien against the property of the Project 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. The Association shall be appointed as attorney-in-fact for each Co-Owner to act in connection with insurance matters and shall be required to obtain and maintain, to the extent available and applicable, fire insurance with extended coverage; vandalism and malicious mischief endorsements; and liability insurance and worker compensation insurance pertinent to the ownership, use, and maintenance of the Common Elements to the Project. Such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

- a. All such insurance shall be purchased by the Board of Directors for the benefit of the Association, the Co-Owners, their mortgagees, and the Developer, according to their interests. Each Co-Owner shall be responsible for obtaining insurance coverage at the Co-Owner's expense for any structure or improvement constructed on the Unit. Each Co-Owner is responsible for obtaining

insurance for the personal property located within the Co-Owner's Unit or elsewhere in the Project, for personal liability for occurrences within the Co-Owner's Unit or on Limited Common Elements appurtenant to the Unit, and for expenses to cover alternate living arrangements if a casualty causes temporary loss of the Unit. The Association shall have no responsibility for obtaining such insurance. The Association and all Co-Owners shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-Owner shall contain appropriate provisions for the insurer to waive its right of subrogation regarding any claims against any Co-Owner or the Association.

- b. All Common Elements of the Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding land, landscaping, blacktopping, and excavation costs, as determined annually by the Board of Directors of the Association. Any improvements made by a Co-Owner on a Unit shall be covered by insurance obtained at the expense of the Co-Owner. If the Association elects to include owner improvements under its insurance coverage, any additional premium cost to the Association attributable to the coverage shall be assessed to the Co-Owner and collected as a part of the assessments against the Co-Owner as provided in these Bylaws.
- c. If required, the Association shall maintain adequate fidelity coverage to protect against dishonest acts by its Officers, Directors and employees and all others who are responsible for handling the Association's funds. Such fidelity bonds shall meet the following requirements:
 - (1) The Association shall be named as an obligee.
 - (2) The policy shall be written in whatever amount any lending institution or other agency requesting the policy requires, according to the estimated annual operating expenses of the Project, including reserves.
 - (3) The policy shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of employee or similar terms.
 - (4) The policy shall provide that it may not be canceled or substantially modified, including for nonpayment of premiums, without at least 30 days' written notice.

- d. The Board of Directors is irrevocably appointed the agent for each Co-Owner, each mortgagee, other named insureds and their beneficiaries, and any other holders of liens or other interests in the Project, to adjust and settle all claims arising under insurance policies purchased by the Board and to sign and deliver releases once claims are paid.
 - e. Except as otherwise set forth in these Bylaws, all premiums on insurance purchased by the Association pursuant to these Bylaws shall be administration expenses.
3. Reconstruction and Repairs. If the Project or any of its Common Elements are destroyed or damaged, in whole or in part, and the proceeds of any policy insuring the Project or Common Elements and payable because of the destruction or damage are sufficient to reconstruct the Project, then the proceeds shall be applied to reconstruction. As used in this Section, reconstruction means restoration of the Common Elements to substantially the same condition that they were in before the disaster, with each Unit and the Common Elements having the same boundaries as before.
- a. If the Common Elements are not insured against the peril causing the loss or the proceeds of the policies insuring the Project and payable because of the loss are insufficient to reconstruct the Common Elements, provisions for reconstruction may be made by the affirmative vote of at least 75 percent of the Co-Owners voting at a meeting called for that purpose. Any such meeting shall be held within 30 days after the final adjustment of insurance claims, if any, or within 90 days after the disaster, whichever occurs first. At any such meeting, the Board or its representative(s) shall present to the Co-Owners present an estimate of the cost of the reconstruction and the estimated amount of necessary special assessments against each Unit to pay for it. If the Common Elements are reconstructed, any insurance proceeds shall be applied to the reconstruction, and special assessments may be made against the Units to pay the balance.
 - b. If any Common Element not insured against the peril causing the loss or the proceeds of the policies insuring the Project and payable because of the loss are insufficient to reconstruct the Common Element and provisions for reconstruction are not made pursuant to the preceding paragraph, provisions for the withdrawal of any part of the Common Element from the Sections of the

Act and the Project may be made by the affirmative vote of at least 75 percent of the Co-Owners voting at a meeting called for that purpose. Any such meeting shall be held within 30 days after the final adjustment of insurance claims, if any, or within 90 days after the disaster, whichever occurs first. When a Unit, part of a Unit, or a Common Element is withdrawn, the percentage of ownership in the Common Elements appurtenant to that Unit shall be reallocated among the remaining Units based on the relative percentages of ownership in the Common Elements appurtenant to each remaining Unit. If only part of a Unit or Common Element is withdrawn, the percentage of ownership in the Common Elements appurtenant to that Unit shall be reduced accordingly, based on the diminution in the market value of the Unit, as determined by the Board. Any insurance proceeds shall be allocated, on the basis of square footage withdrawn or some other equitable basis determined by the Board, among the Units, parts of Units, and parts of the Common Elements withdrawn. As compensation for such withdrawals:

- (1) any insurance proceeds allocated to withdrawn Units or parts of Units shall be paid to the Co-Owners in proportion to their percentages of ownership in the Common Elements appurtenant to the withdrawn Units or parts of Units;
- (2) any insurance proceeds allocated to withdrawn parts of the Limited Common Elements shall be paid to the Unit owners entitled to their use in proportion to their percentages of ownership in the Common Elements appurtenant to the Units served by the withdrawn Limited Common Elements; and
- (3) any insurance proceeds allocated to withdrawn parts of the General Common Elements shall be paid to all Unit owners in proportion to their percentages of ownership in the Common Elements.

On the withdrawal of any Unit or part of a Unit, the owner shall be relieved of any further responsibility or liability for the payment of any assessments for the Unit, if the entire Unit is withdrawn or for the payment of the part of assessments proportional to the diminution in square footage of the Unit if only part of the Unit is withdrawn.

- c. If a Common Element is not insured against the peril causing the loss or the proceeds of the policies insuring the Project and payable because of the loss are

insufficient to reconstruct the Project and no provisions for either reconstruction or withdrawal are made pursuant to the preceding paragraphs, the Sections of the Act shall apply.

Prompt written notice of all material damage or destruction to a Unit or any part of the Common Elements shall be given to the holders of first mortgage liens on any affected Units.

4. 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 70 percent 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 Section. 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 Section d, as well

as for the part of the Unit taken by eminent domain.

- d. If the taking of part of a Unit makes it impractical to use the remaining part of that Unit for a lawful purpose permitted by the Condominium Documents, the entire undivided interest in the Common Elements appertaining to that Unit shall be reallocated to the remaining Units in the Project in proportion to their undivided interests in the Common Elements. The remaining part of the Unit shall then be a Common Element. The court shall enter an order reflecting the reallocation of undivided interests, and the award shall include just compensation to the Co-Owner of the Unit for the Co-Owner's entire undivided interest in the Common Elements and for the entire Unit.
- e. Votes in the Association 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. The voting strength in the Association of a Unit that is partially taken shall be reduced in proportion to the reduction in its undivided interest in the Common Elements.

ARTICLE VII USE AND OCCUPANCY RESTRICTIONS

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

1. Residential Use. No Unit in the Project shall be used for other than single-family residential purposes and the Common Elements shall be used only for purposes consistent with single-family residential use and in accordance with the ordinances of the Township of Flint, as amended. A detached guest house or servants quarters may be constructed in accordance herewith.
2. Leasing and Rental. A Co-Owner shall not lease or rent his Unit and a tenant shall not occupy such Unit without the prior written approval of the Developer and then only upon such terms and conditions as are set forth in such written approval.
3. Architectural Control. No building, structure or other improvement shall be constructed within a Unit or elsewhere within the Project nor shall any exterior modification be made to any existing buildings, structure or improvement, unless plans and specifications therefor, containing such detail as the Developer may reasonably request, have first been approved in writing by the Developer. Construction of any building or other improvements must also receive any necessary approvals

from Flint Township. Developer shall have the right to refuse to approve any such plans or specifications, or grading or landscaping plans, which are not suitable or desirable in its opinion or aesthetic or other reasons; and in passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to be constructed and the degree of harmony thereof with the Project as a whole. Developer may also, in its discretion, require as a condition of approval of any plans, an agreement for special assessment of increased maintenance charges from any Co-Owner whose proposed dwelling and appurtenances and related improvements will cause the Association abnormal expenses in carrying out its responsibilities with respect thereto under the Master Deed. All residences constructed in the Project shall have at least a two-car attached garage and asphalt driveway unless this requirement is waived or modified by the express written consent of Developer. No guest houses or servants quarters, detached garages, outbuildings or ancillary buildings may be constructed without express written consent of the Developer. When used in these Bylaws "Outbuildings" shall mean any building appurtenant to the main dwelling on a unit, including, by way of example, storage sheds and pool houses. No residence shall be hereinafter constructed on any Unit of less than the following sizes, exclusive of garages, basements, porches, patios and other similar amenities nor shall any residences exceed two stories in height (keeping in mind that local ordinances in effect from time to time may require greater minimums and will be controlling under such circumstances):

One Story Home	2200 square feet
Two Story Home	2650 square feet
Detached Guest House or Servants Quarters	Not less than 650 square feet and not more than 1200 square feet

No guest houses or quarters, dog houses, outbuildings or other ancillary buildings may be constructed nearer than 10 feet to any outside line of a Limited Common Element Yard Area. The design and location of any such structure must be approved in the same manner as in the procedure for approval of residences described above.

In the event that Developer shall fail to approve or disapprove or take any other action upon such plans and specifications within thirty (30) days after complete plans and specifications have been delivered to Developer, such

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 Unit.
- e. Votes in the Association 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. The voting strength in the Association of a Unit that is partially taken shall be reduced in proportion to the reduction in its undivided interest in the Common Elements.

ARTICLE VII USE AND OCCUPANCY RESTRICTIONS

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

1. Residential Use. No Unit in the Project shall be used for other than single-family residential purposes and the Common Elements shall be used only for purposes consistent with single-family residential use and in accordance with the ordinances of the Township of Flint, as amended. A detached guest house or servants quarters may be constructed in accordance herewith.
2. Leasing and Rental. A Co-Owner shall not lease or rent his Unit and a tenant shall not occupy such Unit without the prior written approval of the Developer and then only upon such terms and conditions as are set forth in such written approval.
3. Architectural Control. No building, structure or other improvement shall be constructed within a Unit or elsewhere within the Project nor shall any exterior modification be made to any existing buildings, structure or improvement, unless plans and specifications therefor, containing such detail as the Developer may reasonably request, have first been approved in writing by the Developer. Construction of any building or other improvements must also receive any necessary approvals

from Flint Township. Developer shall have the right to refuse to approve any such plans or specifications, or grading or landscaping plans, which are not suitable or desirable in its opinion or aesthetic or other reasons; and in passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to be constructed and the degree of harmony thereof with the Project as a whole. Developer may also, in its discretion, require as a condition of approval of any plans, an agreement for special assessment of increased maintenance charges from any Co-Owner whose proposed dwelling and appurtenances and related improvements will cause the Association abnormal expenses in carrying out its responsibilities with respect thereto under the Master Deed. All residences constructed in the Project shall have at least a two-car attached garage and asphalt driveway unless this requirement is waived or modified by the express written consent of Developer. No guest houses or servants quarters, detached garages, outbuildings or ancillary buildings may be constructed without express written consent of the Developer. When used in these Bylaws "Outbuildings" shall mean any building appurtenant to the main dwelling on a unit, including, by way of example, storage sheds and pool houses. No residence shall be hereinafter constructed on any Unit of less than the following sizes, exclusive of garages, basements, porches, patios and other similar amenities nor shall any residences exceed two stories in height (keeping in mind that local ordinances in effect from time to time may require greater minimums and will be controlling under such circumstances):

One Story Home	2200 square feet
Two Story Home	2650 square feet
Detached Guest House or Servants Quarters	Not less than 650 square feet and not more than 1200 square feet

No guest houses or quarters, dog houses, outbuildings or other ancillary buildings may be constructed nearer than 10 feet to any outside line of a Limited Common Element Yard Area. The design and location of any such structure must be approved in the same manner as in the procedure for approval of residences described above.

In the event that Developer shall fail to approve or disapprove or take any other action upon such plans and specifications within thirty (30) days after complete plans and specifications have been delivered to Developer, such

approval will not be required; provided, however, that such plans and locations of structures on the Unit conform to or are in harmony with existing structures in the Project, these Bylaws and any zoning or other local ordinances applicable thereto. If Developer takes action with respect to the plans and specifications within such 30-day period, then the affected Co-Owner shall respond appropriately to the Developer's requests until approval shall have been granted. No construction of any building or improvement pursuant either to express approval properly obtained hereunder or by virtue of failure of action either by the Developer or the Association may be construed as a precedent or waiver, binding on the Developer, the Association, any Co-Owner or any other person as to any other structure or improvements which is proposed to be built.

The purpose of this Article VII is to assure the continued maintenance of the Project as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-Owners. Further, the restrictions hereby placed upon the Premises shall not be construed or deemed to create negative reciprocal covenants, easements or any restrictions upon the use of the area of future development described in the Master Deed or any portion thereof unless, until and only to the extent such land is included in this Project by Master Deed amendment. Developer's rights under this Article VII may, in Developer's discretion, be assigned to the Association or other successor to Developer. Developer may construct any improvements upon the Project that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents.

4. Setbacks and Building Envelope. Setbacks shall be subject to the requirements of the Township of Flint. In addition, all residential structures shall be constructed within the building envelope for the Unit as set forth on Exhibit B to the Master Deed or as that Exhibit may be subsequently amended. The Developer shall have the right (but not the obligation) to permit smaller setbacks than those established above if in its sole discretion the grade, soil or other physical conditions pertaining to a Unit justify such a variance and Flint Township approves the same. The Developer may (but shall not be obligated) to approve one (1) outbuilding and/or one (1) guest house or servants quarters per Unit which structure shall be architecturally compatible with the main dwelling.

5. Alterations and Modifications of Units and Common Elements. The written approval of the Board of Directors and, during the Development and Sales Period, the written approval of the Developer, shall be obtained by a Co-Owner prior to making alterations, modifications or changes in any of the Units or Common Elements, Limited or General, including, without limitation, the erection of antennae of any sort (including dish antennae), lights, aerials, awnings, newspaper holders, basketball backboards, mailboxes, flag poles or other exterior attachments or modifications. Abnormally tall radio or television antennae, such as the type used by HAM radio operators, shall not be permitted to be installed in any front yard of a Unit and such antennae shall not be permitted to be installed unless its location is 35 feet from a side or rear Limited Common Element boundary line adjoining a neighboring Limited Common Element of another Unit or roadway boundary line. Such antennae must be approved by the Developer or the Association prior to installation and such antennae may be rejected no matter where it is proposed to be installed if the Developer or the Association, in their sole judgment, deem such an antenna too large or visually unappealing. No Co-Owner shall in any way restrict access to any utility line, or any other Element that must be accessible to service the Common Elements or any Element which affects an Association responsibility in any way.
6. Fences. Only wood, stone or brick fences, walls, and hedges shall be permitted within the Project and no fence, wall or hedge shall be constructed permanently or temporarily unless the Developer approves same in writing following submission to it of written plans and specifications. Notwithstanding the above, fences surrounding swimming pools, shall be constructed of wood, brick or stone unless other materials are required by Flint Township.
7. Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements nor shall anything be done which may be or become an annoyance or a nuisance to the Co-Owners of the Project. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-Owners, arising as a result of this Section which cannot be amicably resolved, shall be arbitrated by the Association. No Co-Owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Project without the prior written approval of the Association, and each Co-Owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved.

Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: Any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, fireworks or other similar dangerous weapons, projectiles or devices.

8. Protected Trees. No more than one-third of the trees may be removed from any Limited Common Element yard area. Any tree felled and all branches removed from any tree growing within a Limited Common Element yard area shall be immediately concealed from sight or promptly removed from the Project by and at the expense of the Co-Owner on whose Unit or appurtenant Limited Common Element such tree was located.
9. Pets. No animals, other than household pets, shall be maintained by any Co-Owner unless specifically approved in writing by the Association which consent, if given, shall be revocable at any time for infraction of the rules with respect to animals. No Co-Owner may maintain more than 2 dogs or 2 cats or any combination of 2 such animals. No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements. No savage or dangerous animal shall be kept and any Co-Owner who causes any animal to be brought or kept upon the premises of the Project shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Each Co-Owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-Owner. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge all Co-Owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article V of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Project. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Project which it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable Rules and Regulations with respect to animals as it may deem proper.

10. Aesthetics. The Common Elements, both Limited and General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted Rules and Regulations of the Association. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. No refuse pile or other unsightly or objectionable materials shall be allowed on any homesite unless the same shall be properly concealed. Refuse, ashes, building materials, garbage or debris of any kind shall be treated in such manner as not to be offensive and visible to any other Co-Owners in the Project. The Common Elements shall not be used in any way for drying, shaking or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by a Co-Owner, either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Project. Without written approval by the Association, no Co-Owner shall change in any way the exterior appearance of the residence and other improvements and appurtenances located within his Unit. Thus, in connection with any maintenance, repair, replacement, decoration or redecoration of such residence, improvements or appurtenances, no Co-Owner shall modify the design, material or color of any such item including, without limitation, windows, doors, screens, roofs, siding or any other component which is visible from a Common Element or other Unit.
11. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles, automobiles or vehicles used primarily for general personal transportation purposes, may be parked or stored upon the General Common Elements of the Project. Notwithstanding the foregoing, a recreational vehicle may be parked in a driveway for a period of not to exceed 24 consecutive hours for the purposes of loading and unloading. Vehicles shall be parked in garages to the extent possible. Any extra vehicles shall be parked on the paved driveway located within a Unit or Yard Areas; provided, however, the vehicles are not parked in an unsightly manner as determined by the Board of Directors. The Association may require reasonable screening of such supplementary parking areas within any Unit or Yard Area. Garage doors shall be kept closed when not in use. No inoperable vehicles of any type may be brought or stored anywhere in the Project either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the Project (except as above provided) unless while making deliveries or pickups in the

normal course of business. Co-Owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium Premises. The Association may make reasonable Rules and Regulations in implementation of this Section. The purpose of this Section is to accommodate reasonable Co-Owner parking but to avoid unsightly conditions which may detract from the appearance of the Project as a whole. Use of motorized vehicles anywhere in the Project, other than passenger cars, authorized maintenance vehicles and commercial vehicles as provided in this Section 11, is absolutely prohibited. Overnight parking on any street in the Project is prohibited except as the Association may make reasonable exceptions thereto from time to time. No noisy vehicles such as motorcycles, mini-bikes, snowmobiles or all-terrain vehicles shall be operated in the Project except that they shall be permitted on the roadways as may be minimally necessary for ingress and egress to and from a Unit. All vehicles, whether owned or operated by a Co-Owner or his family, guests, agents and invitees shall be operated in a safe and reasonable manner. Initially and until modified by the Developer or the Association, the maximum speed within the Project shall be 20 miles per hour.

12. Advertising. No signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs, without written permission from the Association and, during the Development and Sales Period, from the Developer. Any such sign shall have not more than nine square feet of surface area and the top of which shall be four feet or less above the ground.
13. Rules and Regulations. It is intended that the Board of Directors of the Association may make Rules and Regulations from time to time to reflect the needs and desires of the majority of the Co-Owners in the Project. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made or amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-Owners.
14. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon reasonable notice to the Co-Owner thereof, as may be necessary to carry out any responsibilities imposed on the Association by the Condominium

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

15. Landscaping. No Co-Owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements, Limited or General, without the prior written approval of the Association and, during the Development and Sales Period, the Developer.
16. Snow Plowing and/or Shoveling. The Association shall contract for the plowing of snow on the road surfaces located within General Common Element areas excepting for any approach for an individual driveway servicing a residential structure on a Unit. Such snow plowing may not be done at times that the snow accumulation is considered by Developer or the Association to be of any amount as not to cause vehicular traffic any substantial difficulty.

Individual Co-Owners desiring their respective driveways plowed or shoveled by the same contractor plowing the roadways or the General Common Element areas shall contact such snow plowing contractor(s) individually and directly and such Co-Owner shall be solely responsible for any cost or expense incurred for such individual driveway snow plowing. The Association may coordinate such private snow plowing activities if, in its sole discretion, it deems it appropriate.

17. Common Element Maintenance. Sidewalks (if any), yards, landscaped areas, driveways, and parking areas shall not be obstructed nor shall they be used for purposes other than that for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on or about the Common Elements.
18. Co-Owner Maintenance. Each Co-Owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-Owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, cable, water, sanitary sewer, gas, plumbing, electrical or other utility conduits and systems and

any other Common Elements which are appurtenant to or which may affect any other Unit. Each Co-Owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Co-Owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-Owner in the manner provided in Article V. Each individual Co-Owner shall indemnify the Association and all other Co-Owners against such damages and costs, including attorneys' fees, and all such costs or damages to the Association may be assessed to and collected from the responsible Co-Owner in the manner provided in Article V. It shall be the further responsibility of each Co-Owner to maintain and landscape that portion of the General Common Elements located between either or Timber Lane and/or Pine Ridge Court and his Unit (including any culverts located thereon) and on both sides of his driveway located thereon for at least the first fifty (50) feet from the edge of Timber Lane and/or Pine Ridge Court, as the case may be.

19. Swimming Pools. The size, configuration, location and exterior appearance of any in-ground swimming pool shall be subject to the Developer's prior written approval and shall be appropriately screened by landscaping or otherwise so as not to be visible from the road or any other Unit. Above ground swimming pools are prohibited.
20. Driveways and Garages. All driveways shall be paved with asphalt, concrete or brick paving and shall be completed prior to occupancy. No front entrance garages shall be erected or maintained, and all garages shall be attached to the main dwelling and shall accommodate at least two (2) automobiles. The Developer shall have the sole and conclusive authority to determine what constitutes a front or rear entrance garage. Notwithstanding anything to the contrary, Units 3 and 8 that are directly bordered on two sides by Pine Ridge Court and Timber Lane (i.e. corner lots) shall only have garage entrances which front Pine Ridge Court.
21. Mailboxes. Each mailbox for a Unit shall be of a single type specified by the Developer.
22. Trash Receptacles. Each trash receptacle for a Unit shall be of a single type specified by the Developer.

23. HVAC Systems. No compressor or other component of an air conditioning system, heat pump or similar system shall be visible from the Road. To the extent reasonably possible, external components of an air conditioning system, heat pump or like system shall be located so as to minimize any disruption or negative impact thereof on adjoining Units in terms of noise or view. The Developer shall have conclusive authority to determine whether a system complies with the foregoing requirements.

24. Construction Activities.

- i. Once commenced, all construction activity shall be prosecuted and carried out with all reasonable diligence, and the exterior of all dwellings and other structures must be completed as soon as practical after construction commences and in any event within twelve (12) months after such commencement, except where such completion is impossible or would result in exceptional hardship due to strikes, fires, national emergencies or natural calamities.
- ii. All landscaping must be completed within ninety (90) days after initial occupancy of the dwelling or, in the case of speculative or unsold homes, within ninety (90) days after the exterior of the dwelling has been (or with due diligence should have been) substantially completed, weather permitting.
- iii. No dwelling may be constructed in the Project unless prior to the date construction thereof commences the general contractor or builder thereof enters into an agreement in form and substance acceptable to the Developer whereby the contractor or builder agrees to (i) maintain a dumpster on the Unit during the course of construction; (ii) to deposit all trash, garbage, scraps and other disposable items therein; (iii) to keep the Unit in a sightly and clean appearance during the course of construction; and (iv) to remove the dumpster and all trash, garbage, scraps or other debris from the Unit upon substantial completion of the structure.
- iv. Prior to commencing construction on any Unit, each Co-Owner must make adequate arrangements to prevent the occurrence of damage to Timber Lane and /or Pine Ridge Court caused by ingress or egress by heavy construction and other vehicles to such Co-Owner's Unit. At a minimum, each Co-Owner must install a culvert and a driveway to his Unit. Notwithstanding, each Co-Owner

shall be solely responsible for repairing any damage to either Timber Lane and/or Pine Ridge Court as a result of ingress and egress to such Co-Owner's Unit. The expense for repairing any such damage may be assessed to and collected from the responsible Co-Owner in the manner provided in Article V.

25. Ponds. No ponds shall be constructed on the Project without the prior written approval of Developer based on written plans and specifications and having already obtained the necessary governmental approvals. However, this prohibition does not apply to the existing Pond (the "Pond") located on Units 19 and 20. The Co-Owners of Units 19 and 20 shall equally share the sole responsibility for maintaining the Pond or otherwise complying with any Federal, State, or local statute, regulation or rule.
26. Construction Materials. Those portions of any residence facing, in whole or in part, either or Timber Lane and Pine Ridge Court shall have finished exteriors of brick, stone or wood or a combination thereof. Aluminum or vinyl siding (except aluminum gutters and downspouts) or asbestos siding material may be used in the construction on any Unit on portions of any residence not facing, in whole or in part, either or Timber Lane or Pine Ridge Court. No used materials may ever be used in the construction of any portion of any Unit without the express consent of Developer or the Architectural Control Committee. Notwithstanding anything to the contrary, aluminum and vinyl may be used only on the sides and rear of a residence; provided, that in the event of a dispute, the Developer shall have the sole and conclusive authority to determine what constitutes the "side" or "rear" of a residence. No prefabricated, factory-built and/or modular homes shall be located on any Unit. Generally, no material may be used which the Developer considers unsuitable for the proposed use. All exterior paints, stains and material colors must be shown as a part of the plans submitted for approval and which must be approved by Developer; samples thereof shall be furnished to Developer upon request. The Developer shall have the right to approve reasonable deviations from these requirements.
27. Site Plan Approval by Flint Township. Prior to the construction or remodeling of any improvement, dwelling and any driveway on a Unit, the Co-Owner shall be solely responsible to, if applicable and if required, obtain all necessary and appropriate consents and approval including but not limited to Site Plan approval from the Township of Flint as well as any other governmental body or agency from which such consent and approval is required. This also includes, by way of illustration, but not limitation, the Co-Owner's sole

responsibility to obtain any soil erosion permit, or any other Federal, State or local consents and approvals prior to altering or improving in any way any portion of a Unit bordering wetlands and flood plains (including the Flint River).

28. Reserved Rights of Developer.

- a. Prior Approval by Developer. During the Development and Sales Period, no buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design), except interior alterations which do not affect structural elements of any Unit, nor shall any hedges, trees or substantial plantings or landscaping modifications be made, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors or assigns, and a copy of said plans and specifications, as finally approved, lodged permanently with the Developer. The Developer shall have the right to refuse to approve any such plan or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans, specifications, grading or landscaping, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the Project as a whole. The purpose of this Section is to assure the continued maintenance of the Project as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-Owners.
- b. Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article VII shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Development and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, Developer shall have the right to maintain a sales office, model units, advertising display signs, storage areas and reasonable

parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by the Developer and may continue to do so during the entire Development and Sales Period.

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

29. 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 Sections 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.

- d. In the event of any violation of this Article VII or of any Condominium Document, the Board of Directors of the Association may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted Rules and Regulations of the Association.

An aggrieved Co-Owner may compel the enforcement of the Condominium Documents by an action for injunctive relief or damages against the Association, its officers, or another Co-Owner in the Project.

30. Subsequent Control Restriction. The Architectural Control Restrictions and Rules and Regulations adopted and as amended and modified by the Association and Developer from time-to-time are incorporated into and made a part of these Bylaws. Modifications to those Architectural Control Restrictions and Rules and Regulations need not be recorded to be effective, but shall become effective upon publication.

ARTICLE VIII MORTGAGES

1. Mortgage of Condominium Units. Any Co-Owner who mortgages a 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 Co-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 Association shall notify each mortgagee appearing in the Book of Mortgagees of the name of each company insuring the Project 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 Section of the Condominium Documents, except as required by the Act, any first mortgage of record of a Unit is subject to the following provisions:

- d. In the event of any violation of this Article VII or of any Condominium Document, the Board of Directors of the Association may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted Rules and Regulations of the Association.

An aggrieved Co-Owner may compel the enforcement of the Condominium Documents by an action for injunctive relief or damages against the Association, its officers, or another Co-Owner in the Project.

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2. Notice of Insurance. The Association shall notify each mortgagee appearing in the Book of Mortgagees of the name of each company insuring the Project 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 Section of the Condominium Documents, except as required by the Act, any first mortgage of record of a 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 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 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).
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 Project if the Board of Directors has received notice of the entity's participation.

ARTICLE IX ARBITRATION

1. Submission to Arbitration. Any dispute, claim, or grievance relating to the interpretation or application of the Master Deed, these Bylaws, or other Condominium Documents among Co-Owners or between Co-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 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 American Arbitration Association.

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 Developer, the Purchaser, Co-Owner, or person occupying a Unit in the Project shall sign a contract to settle by arbitration a claim that may be the subject of a civil action against the Developer that relates to a Purchase Agreement, a Unit, or the Project.
 - b. At the exclusive option of the Developer, the Association shall sign a contract to settle by arbitration a claim that may be the subject of a civil action against the Developer that relates to the Project.
3. Preservation of Rights. The election of the Developer to submit a dispute, claim, or grievance to arbitration shall preclude any interested party from litigating the dispute, claim, or grievance in the courts. However, except as otherwise stated in this Article IX, no interested party shall be precluded from petitioning the courts to resolve a dispute, claim, or grievance in the absence of the Developer's election to arbitrate.

ARTICLE X
SUBDIVISION, CONSOLIDATION
AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other Sections of the Master Deed or these Bylaws, Units in the Project may be consolidated, modified and the boundaries relocated, subject to all statutes and ordinances, in accordance with Section 48 of the Act and this Article X; such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to the Master Deed. Units shall not be subdivided under Section 49 of the Act.

Developer reserves the sole right during the Construction and Sales Period and without the consent (except as required by the Act) of the Association or any other Co-Owner or any mortgagee of any Unit to:

1. Consolidate Contiguous Units. Consolidate under single ownership two or more contiguous Units which have a common boundary line, provided that no utility connections serving other Units are disturbed other than temporarily. Such consolidation of Units shall be given effect by an appropriate amendment or amendments to the Master Deed in the manner in

the Act, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns. Such consolidation shall not be made without the approval of Flint Township.

2. Relocate Boundaries. Relocate any boundaries between adjoining Units, provided that no utility connections serving other Units are disturbed other than temporarily. The relocation of such boundaries shall be given effect by an appropriate amendment or amendments to the Master Deed in the manner provided by the Act, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns. Boundaries shall not be relocated, except to correct minor survey errors, without the approval of Flint Township.
3. Amendments to Effectuate Modifications. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision shall be separately identified by number and the Percentage of Value as set forth in Article V of the Master Deed for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the new Units resulting in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to the Percentage of Value shall be within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among Percentages of Value based upon those factors described in Article V of the Master Deed. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the Units in the Project as so subdivided. All of the Co-Owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consent to such amendment or amendments of the Master Deed to effectuate the foregoing and to any proportionate reallocation of Percentages of Value of Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits hereto.

ARTICLE XI
MISCELLANEOUS PROVISIONS

1. Severability. If any of the Sections of the Master Deed, 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 Sections 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 Sections were omitted.
 2. Notices. Notices provided for in the Michigan Condominium Act, the Master Deed, and these Bylaws shall be in writing and shall be addressed to the Developer and the Association at PO Box 696, Flushing, Michigan 48433 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 these Bylaws, in Article VII of the Master Deed or as provided in the Act.
 4. Definitions. All times used herein shall have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act.
- Rights Reserved to Developer. Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall joint for the purpose of evidencing its acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or granted to the Developer or its successors shall terminate, if not sooner assigned to the Association, at the conclusion of the Development and Sales Period as defined in Article III of the Master Deed. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned,

certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the Project and shall not, under any circumstances, be construed to apply to or cause the termination of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such Documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

Michael J. Smith
 Witness - Michael J. Smith
Rita J. Contos
 Witness - Rita J. Contos

DEVELOPER
 TIMBERS CONDO PROJECT, LLC

Douglas R. Nickel
 Its Member

Subscribed and sworn to before me on
 August 6, 1996
Rita J. Contos
 RITA J. CONTOS, Notary Public
 Shiawassee Co. sitting in Genesee Co., MI
 My Commission Expires: 4-28-1997
 f:\r\condo\kysr\bylaws

PREPARED BY:
 SMITH, HARRIS & JOYETTE
 BY MICHAEL J. SMITH P-20695
 2370 S. Linden Road, Ste. 100
 Flint, MI 48932
 (810) 230-1400
 (810) 230-9277 fax
 EMAIL: MJS@H5J2@AOL.COM

COVER SHEET FOR:

GENESEE COUNTY CONDOMINIUM SUBDIVISION PLAN NO.

EXHIBIT "B" TO THE MASTER DEED FOR

THE TIMBERS

PART OF SECTIONS 5 & 6, T7N-R6E, FLINT TOWNSHIP
GENESEE COUNTY, MICHIGAN

LEGAL DESCRIPTION OF CONDOMINIUM PREMISES:

[illegible]

DEVELOPER:

THE TIMBERS L.L.C.
8045 W. PERSON ROAD - UNIT D3
FLUSHING, MICHIGAN 48433
PHONE: (810) 732-2200

INDEX OF DRAWINGS	
DRAWG. NO.	DRAWG. TITLE
1	COVER SHEET
2	SURVEY PLAN
3	SITE PLAN
4	UTILITY PLAN & E

PREPARED BY:



RICHARD H. KRAFT ENGINEERING, INC.

WATER-PROOF COLORED PAPER
LITHO IN U.S.A.

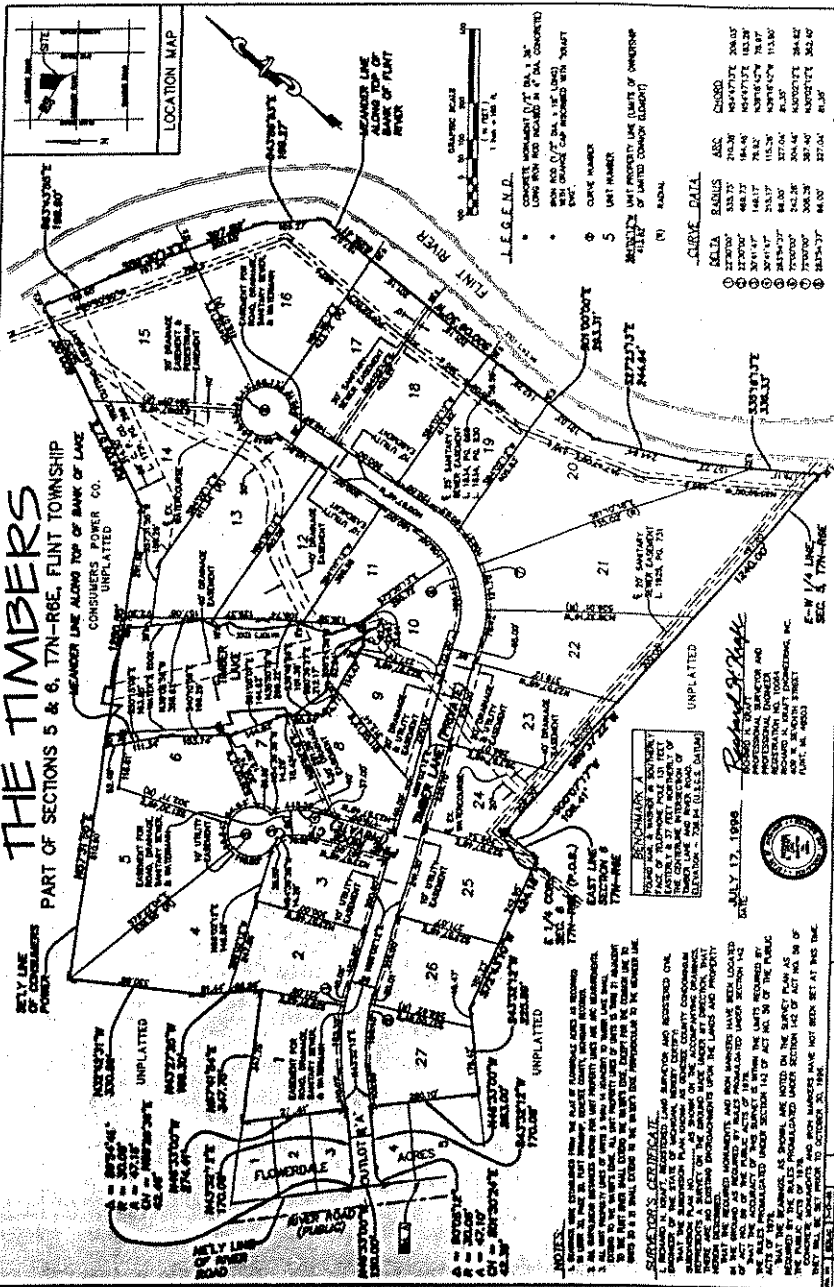
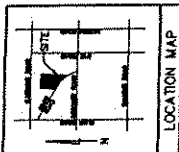
DEAN ST. BLDG.
CHICAGO, ILL.

Richard Wright,
PROFESSIONAL SURVEYOR AND
PROFESSIONAL ENGINEER
REGISTRATION NO. 10044

7-17-68

THE TIMBERS

PART OF SECTIONS 5 & 6, T7N-R6E, FLINT TOWNSHIP
CONSUMERS POWER CO.
UNPLATTED



DATE	JULY 17, 1998
SIGNATURE	Robert J. Kraft
PROFESSOR	ROBERT J. KRAFT
FIRM	KRAFT ENGINEERING, INC.
SCALE	1" = 100'
PLAN	PLAN 1
SECTION	SECTION 5 & 6
TOWNSHIP	FLINT TOWNSHIP
RANGE	R6E
COUNTY	FLINT COUNTY
STATE	MINN.

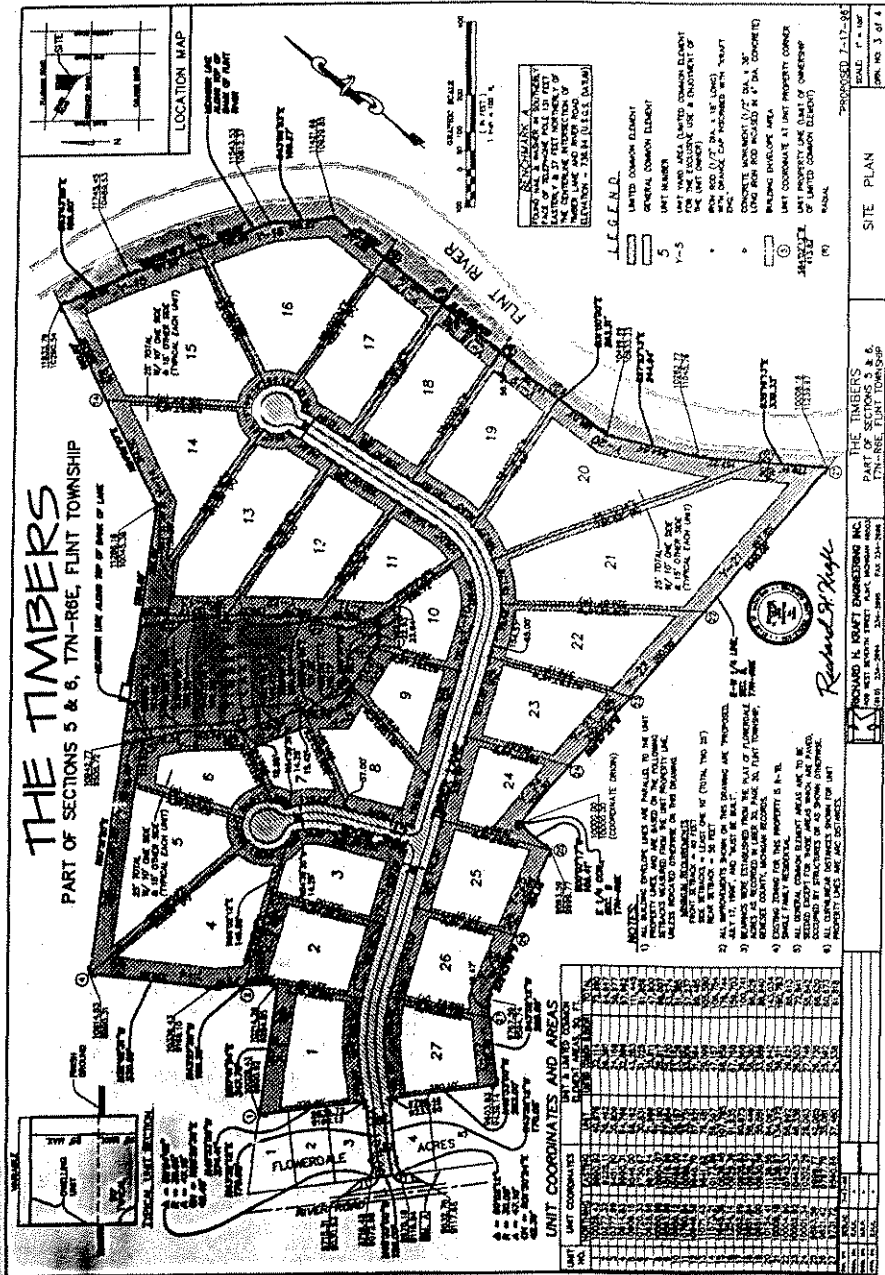


EXHIBIT C TO MASTER DEED
OF
THE TIMBERS CONDOMINIUM

MASTER DEED 3354 PAGE 474

PROOF OF SERVICE

STATE OF MICHIGAN
COUNTY OF GENESEE SS

Rita J. Contos, being duly sworn, deposes and says: that on the 2 day of May, 1996, she served upon:

Township of Flint
1490 S. Dye Road
Flint, MI 48532

County of Genesee
1101 Beach Street
Flint, MI 48502

Genesee County Road
Commission
211 W. Oakley
Flint, MI 48502

Genesee County Drain
Commission
932 Beach Street
Flint, MI 48502

Michigan Department of
Commerce
Administrator, Condominium Div.
Corporation & Securities Bureau
6546 Mercantile Way
Lansing, MI 48909

Michigan Dept. of Natural
Resources
PO Box 30028
Lansing, MI 48909

Michigan Dept. of Public Health
PO Box 3035
Lansing, MI 48909

Michigan Dept. of
Transportation
PO Box 30050
Lansing, MI 48909

true copies of the attached Notice of Intent to Establish Condominium Project (The Timbers Condominium) by placing the same, securely sealed and with postage prepaid in the regular United States mail, Certified, Return Receipt Requested, at Flint, Michigan, addressed to the above parties.

FURTHER, DEPONENT SAYS NOT.

WITNESSES:

Michael A. Wintfield
Michael A. Wintfield
Elizabeth A. Gage
Elizabeth Gage

Rita Contos
Rita J. Contos

2nd Subscribed and sworn to before me, a Notary Public, this day of May, 1996.

Elizabeth A. Gage
Elizabeth A. Gage, Notary Public
Genesee County, MI
My Commission Expires: 12/19/97