LIBER 2861 PAGE 0782

RECORDED

2000 NOV 17 P 2:43

NANCY HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI.
48843

LIVINGSTON COUNTY TREASURER'S CERTIFICATE
I hereby certify that there are no TAX LIENS or TITLES held by the state or any individual against the within description, and all TAXES are same as paid for five years previous to the date of this instrument or appear on the records in this office except as stated. 4644

11-17-2000 Dianne H. Hardy
Dianne H. Hardy, Treasurer
2000 55 Sec. 135 Act 206, 1893 as Amended
Taxes not examined

HOMESTEAD DENIALS NOT EXAMINED

✓ HE 209/2

MASTER DEED
TURTLE CREEK OF MARION
CONDOMINIUM PLAN NO. 207

This Master Deed is made and executed on November 3, 2000, by Mitch Harris Building Company, Inc., a Michigan corporation whose principal office is situated at 211 N. First Street, Brighton, MI 48116, hereinafter referred to as "Developer" in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

W I T N E S S E T H:

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

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

10-03-100-006
10-04-200-010
10-04-200-011

ARTICLE I
TITLE AND NATURE

The Condominium shall be known as **Turtle Creek of Marion** Livingston County Condominium Subdivision Plan No. 207. The units contained in the Condominium, including the number, boundaries, dimensions and area of each unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each individual unit has been created for residential purposes. Each unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium. Each Co-owner in the Condominium shall have an exclusive right to his Unit and shall have an undivided and inseparable interest with the other Co-owners in the Common Elements of the Condominium and shall share with the other Co-owners the Common Elements of the Condominium as provided in this Master Deed. The provisions of this Master Deed, including, but without limitation, the purposes of the Condominium, shall not be construed to give rise to any warranty or representation, express or implied, as to the composition or physical condition of the Condominium, other than that which is expressly provided herein.

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 Marion Township, Livingston County, Michigan and is described as follows:

Part of the Northwest fractional 1/4 of Section 3 and the Northeast fractional 1/4 of Section 4, T2N-R4E, Marion Township, Livingston County, Michigan, more particularly described as follows: Commencing at the West 1/4 corner of Section 3 and East 1/4 corner of Section 4; thence along the line common to Sections 3 and 4, North 01*22'22" West, 1379.14 feet (recorded as North 1384.5 feet), to the POINT OF BEGINNING of the Parcel to be described; thence along the centerline of Norton Road, South 89*52'41" West (recorded as West), 1064.17 feet; thence North 01*19'45" West, 1542.48 feet (recorded as North, 1543 feet); thence South 89*48'52" East, 176.00 feet; thence along the South line of a survey by Boss Engineering Company recorded in Liber 1386 on Pages 258-259 of the Livingston County Records, South 89*53'17" East, 887.11 feet; thence along the line common to Sections 3 and 4, South 01*22'22" East, 187.44 feet; thence along the South line of the previously described Boss Engineering Company survey, North 89*55'55" East, 449.23 feet (recorded as East, 446.5 feet); thence along the West line of a survey by Boss Engineering Company recorded in Liber 1549 on Pages 598-600 of the Livingston County Records, South 01*15'17" East, 1352.11 feet (recorded as South 1347 feet); thence along the centerline of

Norton Road, North 89*51'14" West, 446.49 feet (recorded as West 444 feet), to the POINT OF BEGINNING; Containing 51.49 acres, more or less, and subject to the rights of the public over the existing Norton Road. Also subject to any other easements or restrictions of record. (Symbol * = degrees)

ARTICLE III
DEFINITIONS

Certain terms are used not only in this Master Deed but also in other documents for the condominium, such as the articles of incorporation; the association bylaws; the rules and regulations of the **Turtle Creek of Marion**; 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. Arbitration Association means the American Arbitration Association or its successor.

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

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

4. Common Elements, if used without modification, means the part of the project other than the condominium units, including all general and limited common elements described in Article IV.

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

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

7. The Condominium Subdivision Plan means **Exhibit B**, which is the site drawing, the survey, and other drawings depicting

the existing and proposed structures and improvements, including their locations on the land.

8. Condominium Unit or Unit means that part of the project designed and intended for separate ownership and use, as described in this Master Deed.

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

10. The Developer means Mitch Harris Building Company, Inc., a Michigan corporation, which has made and signed this Master Deed, as well as its successors and assigns.

11. General Common Elements means those common elements of the project described in Article IV(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.

12. 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.

13. The Master Deed means this instrument as well as its exhibits and amendments, by which the project is submitted for condominium ownership.

14. Percentage of Value means the percentage assigned to each unit by this Master Deed, which determines the value of a co-owners 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.

15. The Project or the Condominium means **Turtle Creek of Marion**, a condominium development established in conformity with the Michigan Condominium Act.

16. Storm Water Drainage System means the storm sewers, catch basins, drainage areas, retention and detention areas and apparatus and areas depicted as such on the condominium subdivision plan.

17. 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 and the respective responsibilities for maintenance, decoration, repair and replacement are:

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

A. **Roads.** The roadways, namely Slider Avenue, Painted Drive, and Tortoise Drive, located within the boundaries of **Turtle Creek of Marion** unless and until they are dedicated to the public. Roadways within the boundaries of **Turtle Creek of Marion** shall be dedicated as public roads.

B. **Land.** Land within the Condominium Project not identified as either Units or Limited Common Elements shall be a General Common Element.

C. **Electrical, Gas, Telephone and Cable Television.** All underground electrical, gas, telephone and cable television mains and lines up to the point where they intersect the boundary of a Unit and all common lighting for the Project, if any is installed.

D. **Storm Water Drainage System.** All storm water drainage facilities, if any, serving the Project. The right of the Co-owners are subject to the **Turtle Creek of Marion** Drain Drainage District.

E. **Water and Sanitary Sewers.** The water mains, if and when they are installed, and sanitary sewer mains servicing the Project, if and when they are installed unless and until they are dedicated to the public.

F. **Detention/Retention Areas and Detention/Retention Area Easements.** The storm water detention and retention areas and easements, if any, designated on the Condominium Subdivision Plan as General Common Elements.

G. **Landscaping, Exterior Lighting and Sprinkler Systems.** All landscaping, exterior lighting and sprinkler systems installed by the Developer or the Association within the General Common Element land areas.

H. **Other.** Other elements of the Condominium not designated as General or Limited Common Elements and not located within a Unit that are intended for common use of all Co-

owners or are necessary to the Project, including any park as may be shown on the condominium subdivision plan.

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

A. **Land.** Certain land may be shown on the Condominium Subdivision Plan as Limited Common Element, and is limited in use to the Unit to which it appertains as shown on **Exhibit B.**

B. **Utility Leads.** All utility leads and lines lying within the Units are limited in use to the Units serviced by them.

C. **Driveways.** Private driveways serving individual Units are Limited Common Elements, even if they are located partially on the General Common Element land area.

Section 3. Responsibilities. The responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are:

A. Co-owner Responsibilities.

(1) **Units.** The responsibility for and the costs of maintenance, decoration, repair, replacement and insurance (both property and liability) of each Unit (including all easement areas located on the Unit), all improvements on that Unit (except actual physical improvements that are General Common Elements) and all Limited Common Elements appurtenant thereto shall be borne by the co-owner of the Unit to which the Limited Common Element appertains, subject to the maintenance, appearance and other standards contained in the Bylaws and Rules and Regulations of the Association.

(2) **Utility Services.** The responsibility for and cost of maintenance, repair and replacement of all utility laterals and leads and appurtenances within a Unit shall be borne by the co-owner of the Unit except to the extent that those expenses are borne by a utility company or a public authority.

(3) **Water and Sewage Disposal Facilities.** The responsibility for and cost of maintenance, repair and replacement of all laterals, leads, meters and appurtenances servicing a Unit, and all leads and/or taps into sewage disposal facilities servicing a Unit, shall be borne by the co-owner of the Unit serviced by those facilities.

(4) **Special Assessment District for Sanitary Sewer.** The condominium property was comprised of three parcels prior to the recording of the Master Deed. The parcels were identified by the following tax code numbers, that is, 10-04-200-010, 10-04-200-011 and 10-03-100-006.

Tax code number 10-04-200-010 was included in the Special Sewer Assessment Phase 2 and twenty residential equivalent units were assessed to the property. The total assessment of $109,980.00 was spread on the tax roll to be paid over a twenty year period, with interest, and the first installment was due July 1, 1999.

Tax code number 10-04-200-011 was included in the Sewer District 1 and 2 and a Supplemental Sewer Assessment was also levied. Thirty-one residential equivalent units were assessed to the property. The assessments were spread on the tax roll to be paid in 20 equal annual payments, plus interest. The first installment for Sewer District 1 and 2 was due July 1, 1997. The first installment for Sewer Supplemental was due July 1, 1999. The first installment for Sewer Phase 2 was due July 1, 1999. The aggregate amount of the assessments was $170,469.00.

Tax code number 10-03-100-006 was included in the Sewer District Phase 2 and six residential equivalent units were assessed to the property. The total assessment of $32,994.00 and was spread on the tax roll to be paid over a twenty year period, with interest, and the first installment was due July 1, 1999.

The Developer, on its own behalf and on behalf of its successors, assigns, and future owners of the Development and the Association, hereby ratify, confirm and consent to the acts of Marion Township in establishing Special Assessment Districts 1 and 2, the Special Sewer Supplemental and the Special Sewer Assessment Phase 2 for providing wastewater disposal (sanitary sewer) services to the Development.

Special assessments are calculated upon the basis of Marion Township providing 57 sewer taps to the development. Upon establishment of the development of the Condominium by the recording of the Master Deed with the Livingston County Register of Deeds, a proportionate amount of the unpaid principal balance of the described special sewer assessments shall be assessed to each of the fifty-seven (57) units in the development and collected with accrued interest with the summer real property tax bills due July 1st of each year for each of the 57 units. Each of the units in the development shall be assessed for 1/57 of the described special sewer assessments. The Co-owner of each unit in the condominium, including the

Developer, shall be responsible for the payment of the installments of principal and interest for each of the described special sewer assessments assessed to the units. In this respect, the Township acknowledges that upon the sale of a unit in the condominium by the Developer, or any subsequent Co-owner, the full amount of the described special sewer assessments attributable to that unit shall not be due and the Purchaser may continue to pay the special sewer assessments in annual installment payments, unless the Purchaser, of his own valuation, prepays the special sewer assessments. Annual installments of the described special sewer assessments shall be pro-rated in accordance with the agreement made between the Seller and Purchaser in the Purchase Agreement.

B. **Association Responsibilities.**

The costs of maintenance, repair and replacement of all General Common Elements shall be borne by the Association, subject to any contrary provisions of the Bylaws. The foregoing notwithstanding, the Association may expend funds for landscaping, decoration, maintenance, repair and replacement of the General Common Element roadways, even after any dedication to the public and such costs and expenses shall be costs of operation and maintenance of the Condominium.

Section 4. Utility Systems. Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications facilities if any, described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, the utility lines, systems and equipment, and any telecommunications and cable television facilities, shall be Common Elements only to the extent of the co-owners' interest in those items, if any, and Developer makes no warranty whatever with respect to the nature or extent of that interest, if any. The extent of the Developer's and Association's responsibility will be to see to it that water, sanitary sewer, telephone, electric and natural gas mains are installed within reasonable proximity to, but not within, the Units. Each co-owner will be entirely responsible for arranging for and paying all costs in connection with extension of utilities by laterals from the mains to any structures located within the Units.

Section 5. Use of Units and Common Elements. No co-owner shall use his Unit or the Common Elements in any way inconsistent with the purposes of the Project or in any way that will interfere with or impair the rights of any other co-owner in the use and enjoyment of his Unit or the Common Elements.

Section 6. Storm Water Drainage System. The Developer has established the Turtle Creek of Marion Drain Drainage District. All costs relating to the maintenance and improvement of the

Turtle Creek of Marion Drain shall be borne by the Turtle Creek of Marion Drain Drainage District and shall be assessed to the Co-owners according to benefit under the Michigan Drain Code. The operation, inspection, maintenance and improvement of the drain will be performed under the direction of the Turtle Creek of Marion Drain Drainage District pursuant to the Drain Code.

ARTICLE V
UNIT DESCRIPTIONS AND PERCENTAGE OF VALUE

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of **Turtle Creek of Marion** as prepared by Advantage Civil Engineering, 110 E. Grand River, Howell, MI 48843 **(Exhibit B).** The Project consists of 57 site Units. Each Unit consists of the volume of land and air within the Unit boundaries as delineated with heavy outlines on **Exhibit B.**

Section 2. Percentages of Value. All of the Units shall have equal percentages of value, because the Units place approximately equal burdens on the Common Elements. The percentage of value assigned to each Unit shall determine each co-owner's share of the Common Elements, the proportionate share of each co-owner in the proceeds and expenses of administration and the value of the co-owner's vote at meetings of the Association.

The developer may modify the number, size, 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, however, no modification in the number, size, style or location of a unit shall be made without the consent of the Township of Marion. 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 the 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 the Master Deed and all other condominium documents as may be necessary to effect such modifications.

ARTICLE VI
EASEMENTS

Section 1. Easement for Utilities. There shall be easements to, through and over the land in the Condominium for the continuing maintenance, repair, replacement and enlargement of any of the General Common Element utilities in the Condominium as depicted on the Condominium Subdivision Plan as amended from time to time. If 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, construction deviations or change in ground elevations, reciprocal easements shall exist for the maintenance of that encroachment (or as long as that encroachment exists, and for its maintenance after rebuilding in the event of destruction.

Section 2. Easements Retained by Developer.

A. **Roadway Easements.**

(1) Developer reserves for the benefit of itself, its successors and assigns, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portions of the Project.

(2) The Developer reserves the right at any time until the lapse of two (2) years after the expiration of the Development Period, and the Association shall have the right subsequent to that period, to dedicate to the public a right-of-way of such width as may be required by the Board of Road Commissioners of the County of Livingston over any or all of the General Common Element roadways in **Turtle Creek of Marion.** All roadways within the development shall be developed as public roads to be dedicated to the Livingston County Road Commission. The Following provision shall only apply until the roadways within the development are dedicated to the Livingston County Road Commission:

> If repairs and maintenance are deemed necessary for the roadways by the Township of Marion, the Township of Marion may give notice of the need for repairs and maintenance to the Association. If the repairs and maintenance are not undertaken and completed within a reasonable period of time as may be set forth in the Township Ordinances for the

Township of Marion relative to private roads, then in that event, the Township Board for the Township of Marion may bring the roadway up to established Livingston County Road Commission standards for public roads and assess the Association for the improvements, plus an administrative fee in the amount of 25% of the total costs. The Township of Marion shall not be required to expend any public funds to repair, build, or maintain the roadways within the development. Association members shall refrain from prohibiting, restricting, limiting or in any manner interfering with normal ingress and egress and use by any of the other Association members or of the public of the roadways.

(3) The Developer reserves the exclusive right until the lapse of the Development Period to maintain, repair, replace, decorate and landscape the Entranceways to the Project. The nature, extent and expense of maintenance, repair, maintenance, replacement, decoration and landscaping shall be at the sole discretion of the Developer. All costs and expenses of initial installation of decorations and landscaping shall not be costs and expenses of administration and operation of the Condominium, but shall be borne by the Developer. All costs and expenses of maintenance, repair, maintenance, replacement, decoration and landscaping other than for the initial installation of those improvements shall be costs and expenses of operation and administration of the Condominium. As used in this Paragraph (3), the term "Entranceways" shall include but shall not be limited to the paved portions of the General Common Element roads and General Common Element land areas,': After expiration of the Development Period or when Developer assigns to the Association or to another person the Developer's rights under this Paragraph A(3), the Association shall have the responsibility for maintenance, repair, replacement, decoration and landscaping of the Entranceways to the extent those areas are General Common Elements for which the Association would otherwise have those responsibilities under the Master Deed and Bylaws for the Project.

B. **Easements For Storm Drainage.** There shall exist easements over all Units for purposes of providing storm water drainage and retention, access and maintenance as designated on the Condominium and Subdivision Plan. The easements are granted in favor of the Turtle Creek of Marion Drain Drainage District. The Drainage District shall have the right to sell, assign, transfer or convey this easement to any other governmental unit. The Livingston County Drain Commissioner, and his agents,

contractors and designated representatives shall have the right of entry on, and to gain access to, the easement property.

Co-owners shall not disturb the grade or otherwise modify the areas within the easements in any way inconsistent with the Drain. Co-owners shall not install, maintain, repair or replace landscaping materials located within the Drain easement areas lying within such Co-owner's unit in any way inconsistent with the use by the Drainage District. All Co-owners shall release the Drainage District and its successors, assigns or transferees from any and all claims to damages in any way arising from or incidental to the construction and maintenance of the Drain, or otherwise arising from or incidental to the exercise by the Drainage District of its rights under said easement, and all Co-owners covenant not to sue the Drainage District for any such damages.

C. **Establishment of Turtle Creek of Marion Drainage District.** The Turtle Creek of Marion Drain Drainage District has been established pursuant to the "Agreement for the Establishment of a County Drain and County Drainage District for the Turtle Creek of Marion Condominium pursuant to Section 433 of Act 40 of the Public Act of 1956, as Amended", a copy of which is attached hereto and marked Exhibit "D". The "Release of Right-of-Way" executed by the developer is attached hereto and marked Exhibit "E".

D. **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 Condominium Premises, including, but not limited to, water, gas, telephone, electrical, cable television, storm and sanitary sewer mains. In the event the Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement. Co-owners of Units of the Condominium shall be responsible for special assessments for utilities in accordance with the formula established by the Township of Marion for the special assessments.

F. **Granting Utility Rights to Agencies.** The Developer reserves the right at any time until the lapse of two (2) years after the expiration of the Development Period, and the Association shall have the right thereafter, to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public

utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any 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 **Exhibit B** recorded in the Livingston County Records. The Township of Marion shall have easements as shown in **Exhibit B** for constructing, enlarging, repairing, replacing, maintaining, improving or otherwise working upon utilities within the Condominium Project.

D. **Developer's Right of Use.** The Developer, its successors and assigns, agents and employees, may maintain facilities as necessary on the Condominium Premises to facilitate the construction, development and sale of the Units including offices, models, storage areas, maintenance areas and parking. The Developer shall also have the right of access to and over the Project to permit the construction, development and sale of the Units.

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

Section 4. Association Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities shall have such easements over under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium.

Section 5. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development Period, shall have the power to grant easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, rights-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 "telecommunication") to the Project or any Unit. However, the Board of Directors shall not enter into any contract or agreement

or grant any easement, license or right of entry or do any other act or thing that will violate any provision of any federal state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 6. Other Community Easement. The Developer (or the Association after the expiration of the Development Period) shall have the right to grant any other easements on the General Common Elements that are necessary or desirable for development, community usage, coordinated maintenance and operation of **Turtle Creek of Marion.**

Section 7. Easement for Maintenance of Roads, Storm Water Detention Areas and Filtration Facilities. The Association, the Livingston County Road Commission, the Livingston County Drain Commission, the Michigan Department of Environmental Quality, and the Township of Marion and their respective contractors, employees, agents and assigns are hereby granted a permanent and irrevocable easement to enter onto the General Common Elements, onto each Unit serviced by the roads, storm water detention areas and storm water filtration facilities, and onto the Limited Common Elements appurtenant to those Units for the purpose of inspections, improvement, repairing, maintaining (including preventative maintenance), and/or replacing the roads, storm water detention areas and storm water filtration facilities or any portion thereof. The area of the Condominium Premises that contains any part of the roads, storm water detention areas and storm water filtration facilities shall be maintained in a manner so as to be accessible at all times and shall contain no structures or landscaping features that would unreasonably interfere with such access. This easement shall not be modified, amended or terminated without the consent of the Township of Marion.

Section 8. Easement for Emergency Access. The Township of Marion, the County of Livingston, the State of Michigan, their respective agencies, departments and contractors, and all other appropriate governmental authorities and their respective contractors, employees, agents and assigns are hereby granted a permanent and irrevocable easement to enter onto the Common Elements of the Project for the purpose of providing emergency services such as, by way of example and not limitation, police, fire and emergency medical and evacuation services.

Section 9. Easements for Signage. There shall exist easements over Units 1 and 57 in the area depicted on **Exhibit B** for construction of signs designating the name of the site condominium and associated plantings. The maintenance of the signs and plants

shall be performed by the association. The Developer and the association and their agents shall have the reasonable right of ingress and egress over the said Units for the purpose of constructing and maintaining the signs and plantings.

ARTICLE VII
DEDICATION OF WASTEWATER DISPOSAL MAINS AND WATER SUPPLY SYSTEM

Section 1. By execution and recording of this Master Deed the Developer does hereby dedicate and convey to Marion Township the wastewater disposal mains and appurtenances and water supply system and appurtenances constructed by the Developer in the condominium, as more fully described in the construction plans filed with Marion Township. The conveyances shall not be effective until the systems have been inspected and approved by the Township.

ARTICLE VIII
AMENDMENTS AND TERMINATION

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

Section 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 condominium 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-owners unit may not be modified without the co-owner's consent, nor may the formula used to determine percentages of value for the project

or provisions relating to the ability or terms under which a unit may be rented be modified without the consent of the developer and each affected co-owner and mortgagee. Rights reserved by the developer in this Master Deed, including rights to amend the Master Deed for purposes of expansion, contraction, or modification of units in the course of construction, shall not be amended without written consent from the developer as long as the developer or its successors continue to own or to offer for sale any unit in the project. For the purpose of this provision, a mortgagee shall have one vote for each mortgage held.

C. The developer may also make a material amendment unilaterally without the consent of any co-owner or mortgagee for the specific purposes reserved by the developer in this Master Deed. Until the completion and sale of all units as described in Article 1, such rights reserved by the developer may not be further amended except with written consent from the developer or its successors or assigns.

D. A person causing or requesting an amendment to the condominium documents shall be responsible for the costs and expenses of the amendment, except for amendments based on a vote of the prescribed majority of co-owners and mortgagees or based on the advisory committee's decision, the costs of which are administration expenses. The co-owners and mortgagees of record shall be notified of proposed amendments under this provision at least 1 0 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 condominium shall be owned by the co-owners as tenants in common in proportion to their undivided interests in the common elements immediately before recordation. As long as the tenancy in common lasts, each co-owner or the heirs, successors, or assigns shall have an

exclusive right of occupancy of that portion of the property that formerly constituted the condominium 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 Michigan Condominium 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.

Section 3. No amendment as set forth above shall be effective which purports to affect a right of approval granted to, or reserved by, Marion Township under any condominium documents, or that would otherwise affect any approval granted by Marion Township in regard to the Condominium Project without the Township of Marion giving it's express approval.

IN WITNESS WHEREOF, the undersigned Developer has executed this Master Deed on the date indicated.

WITNESSETH:

Richard A. Heikkinen

Richard A. Heikkinen

Nancy A. Bogardus

Nancy A. Bogardus

DEVELOPER:
Mitch Harris Building Company, Inc.

By: Mitch Harris
Its President

STATE OF MICHIGAN]
]ss
COUNTY OF LIVINGSTON]

The foregoing instrument was acknowledged before me this 3rd day of November, 2000, by Mitch Harris, President of Mitch Harris Building Company, Inc., a Michigan Corporation, on behalf of said corporation.

Nancy A. Bogardus
Notary Public
Livingston County, Michigan
My commission expires: June 26 2004

DRAFTED BY & RETURN TO:

Richard A. Heikkinen
THE HEIKKINEN LAW FIRM, P.C.
110 N. Michigan Avenue
Howell MI 48843

EXHIBIT A TO MASTER DEED

BYLAWS OF TURTLE CREEK OF MARION

ARTICLE I
ASSOCIATION OF CO-OWNERS

TURTLE CREEK OF MARION, a residential Condominium located in the Township of Marion, County of Livingston, State of Michigan, shall be administered by an Association of Co-owners which shall be a nonprofit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, and duly adopted rules and regulations of the Association, and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(6) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner, including the Developer, shall be a member of the Association and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his/her Unit in the Condominium. A Co-owner selling a Unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve or other asset of the Association. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed and other Condominium Documents for the Condominium available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium. All Co-owners in the Condominium and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE II
ASSESSMENTS

All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Condominium Documents an the Act shall be levied by the Association against the Units and the Co-owners thereof in accordance with the following provisions

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium shall constitute expenditures affecting the administration of the Condominium, and all sums received as the proceeds of, or pursuant to, a policy of insurance securing the interest of the Co-owners against

liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium shall constitute receipts affecting the administration of the Condominium, within the meaning of Section 54(4) of the Act.

Section 2. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

A. Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium including a reasonable allowance for contingencies and reserves. Failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a Waiver or release in any manner of a Unit Co-owner's obligation to pay the allocable share of the common expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget each Unit Co-owner shall continue to pay each periodic installment at the periodic rate established for the previous fiscal year until notified of the periodic payment which is due more than ten (10) days after such new annual or adjusted budget is adopted. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular periodic payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this Section may prove to be inadequate for this particular Condominium, the Association of Co-owners should carefully analyze the Condominium to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation, management, maintenance and capital repair of the Condominium, (2) to provide replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding Twenty Five Thousand ($25,000.00) Dollars, in the aggregate, annually or (4) in the event

of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional or special assessment or assessments without Co-owner approval as it shall deem to be necessary. The Board of Directors shall also have the authority, without Co-owner consent, to levy assessment pursuant to the provisions of Article V, Section 4 hereof. The discretionary authority of the Board of Directors to levy general, additional or special assessments pursuant to this subsection shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof.

B. Special Assessments. Special assessments, other than those referenced in subsection (a) of this Section 2, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided, to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of an aggregate cost exceeding $25,000.00 per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subsection (b) (but not including those assessments referred to in subsection 2(a) above which may be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than fifty one (51%) percent of all Co-owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof.

Section 3. Apportionment of Assessments; Default in Payment. Unless otherwise provided herein, all assessments levied against the Co-owners to cover expenses d administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Any unusual expenses of administration which benefit less than all of the Condominium Units in the Condominium may be specially assessed against the Condominium Unit or Condominium Units so benefitted and may be allocated to the benefitted Condominium unit or Units in the proportion which the percentage of value of the benefitted Condominium Unit bears to the total percentages of value of all Condominium Units so specially benefited. Annual assessments as determined in accordance with

Article 11, Section 2(a) above shall be payable by the Co-owners in quarterly or other periodic installments commencing with acceptance of a Deed to, or a land contract purchaser's interest in, a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. A late charge in the amount of $10.00, or such other amount as may be determined by the Board of Directors effective upon fifteen (15) days notice to the members of the Association, shall be assessed automatically by the Association upon any assessment in default until paid in full. Such late charge shall not be deemed to be a penalty or interest upon the funds due to the Association but is intended to constitute a reasonable estimate of the administrative costs and other damages incurred by the Association in connection with the late payment of assessments. Assessments in default shall bear interest at the rate of seven (7%) percent per annum or such higher rate as may be allowed by law until paid in full. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including late charges and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof. In addition to a Co-owner who is also a land contract seller, the land contract purchaser shall be personally liable for the payment of all assessments (including late charges and costs of collection and enforcement of payment) pertinent to the subject Condominium Unit which are levied up to and including the date upon which the land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied first, to any late charges on such installments; second, to costs of collection and enforcement of payment, including reasonable attorney's fees and finally to installments in default in order of their due dates, earliest to latest.

Section 4. Waiver of Use or Abandonment of Unit: Uncompleted Repair Work. 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, or because of uncompleted repair work, or the failure of the Association to provide service to the Condominium.

Section 5. Enforcement. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments, or both in accordance with the Act. Pursuant to Section 139 of the Act, no Co-owner may assert in answer or set-off to a complaint brought by the Association for nonpayment of assessments the fact that the Association or its agents have not provided the services or management to the Co-

owner. Each Co-owner, and every other person who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Condominium, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. The Association, acting on behalf of all Co-owners, may bid in at the foreclosure sale, and acquire, hold, lease, mortgage or convey the Condominium Unit. Each Co-owner of a Unit in the Condominium acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this Section and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.
Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address of a written notice that one or more installments of the annual assessment and/or a portion or all of a special assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written Affidavit of an authorized representative of the Association that sets forth (i) the Affiant's capacity to make the Affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such Affidavit shall be recorded in the office of the Register of Deeds in the County in which the Condominium is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the Co-owner and shall inform the Co-owner that he may request a judicial hearing by bringing suit against the

Association. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney's fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, and/or in the event of default by any Co-owner in the payment of any installment and/or portion of any special assessment levied against his Unit, or any other obligation of a Co-owner which, according to these bylaws, may be assessed and collected from the responsible Co-owner in the manner provided in Article 11 hereof, the Association shall have the right to declare all unpaid installments of the annual assessment for the applicable fiscal year (and for any future fiscal year in which said delinquency continues) and/or all unpaid portions or installments of the special assessment, if applicable, immediately due and payable. The Association also may discontinue the furnishing of any utility or other services to a Co-owner in default upon seven (7) days written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Condominium, shall not be entitled to vote at any meeting of the Association, and shall not be entitled to run for election as a director or be appointed an officer of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him as provided by the Act.

Section 6. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Condominium which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a prorata share of such assessments or charges resulting from a prorata reallocation of such assessments or charges to all Units including the mortgaged Unit).

Section 7. Developer's Responsibility for Assessments. The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the Association assessments, except with respect to completed and occupied Units that it owns. A completed Unit is one with respect to which a Certificate of Occupancy has been issued by the Township of Marion, or its designate. Certificates of Occupancy may be obtained by the Developer at such times prior to actual occupancy as the Developer, in its discretion, may determine. An

occupied Unit is one which is occupied as a residence. The Developer shall independently pay all direct costs of maintaining completed Units for which it is not required to pay Association assessments and shall not be responsible for any payments whatsoever to the Association in connection with such Units. The Developer shall not be responsible at any time for payment of Condominium assessments or payment of any expenses whatsoever with respect to unbuilt Units notwithstanding the fact that such unbuilt Units may have been included in the Master Deed. The Developer shall, in no event, be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, its directors, officers, principals, affiliates and/or the first Board of Directors of the Association or any directors of the Association appointed by the Developer, or any cost of investigating and preparing such litigation or claim or any similar or related costs.

Section 8. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 9. Water and Sewer Assessments. The individual Co-owners shall be responsible for any water and/or sewer assessments levied by the pertinent governmental authority against the respective Units in the Condominium.

Section 10. Costs of Turtle Creek of Marion Drain. All costs relating to the maintenance and improvement of the Turtle Creek of Marion Drain shall be paid by the Turtle Creek of Marion Drain Drainage District and assessed to the unit owners pursuant to Act No. 40 of the Public Acts of 1956, as amended.

Section 11. Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 12. Mechanic's Lien. A mechanic's lien otherwise arising under Act No. 479 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 13. Statement as to Unpaid Assessments. Pursuant to the provisions of the Act, the purchaser of any Condominium Unit may request a statement of the Association as to the outstanding amount of any unpaid Association assessments thereon, whether regular or special, and related collection costs. Upon written request to the Association, accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire the Unit, the Association shall provide a written

statement of such unpaid assessments and related collection costs as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessment as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments together with interest, costs, and attorney fees incurred in the collection thereof, and the lien securing same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record. The Association may charge such reasonable amounts for preparation of such a statement as the Association shall, in its discretion, determine.

ARTICLE III
ARBITRATION

Section 1. Scope and Election. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-owners, or between a Co-owner(s) and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances, and written notice to the Association, if applicable, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding; provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration. Any agreement to arbitrate pursuant to the provisions of this Article III, Section 1 shall include an agreement between the parties that the judgment of any Circuit Court of the State of Michigan may be rendered upon any award rendered pursuant to such arbitration.

Section 2. Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 1 above, no Co-owner or the Association shall be precluded from petitioning the Courts to resolve any such disputes, claims or grievances.

Section 3. Election of Remedies. Election by the parties to any such disputes, claims or grievances to submit such disputes, claims or grievances to arbitration shall preclude such parties from litigating such disputes, claims or grievances to the Courts.

Section 4. Co-owner Approval for Civil Actions Against Developer and First Board of Directors. Any civil action proposed

by the Board of Directors on behalf of the Association to be initiated against the Developer, its agents or assigns, and/or the First Board of Directors of the Association, for any reason, shall be subject to approval by a vote of fifty-one (51 %) percent of all Co-owners, and notice of such proposed action must be given in writing to all Co-owners.

ARTICLE IV
INSURANCE

Section 1. Extent of Coverage. The Association shall, to the extent appropriate, given the nature of the Common Elements of the Project, carry a standard "all risk" insurance policy, which includes, among other things, fire and extended coverage, vandalism and malicious mischief, and liability insurance, in a minimum amount to be determined by the Developer or the Association, in its discretion, but in no event less than One Million ($1,000,000.00) Dollars per occurrence, officers' and directors' liability insurance, and worker's compensation insurance, if applicable, and any other insurance the Association may deem applicable, desirable or necessary, pertinent to the ownership, use and maintenance of the Common Elements of the Condominium. The Association, through its Board of Directors, or the Developer, prior to the First Annual Meeting, may elect to undertake the responsibility for obtaining such insurance specifically described above, pertinent to the ownership, use and maintenance of all Unit dwellings and their appurtenant Limited Common Elements, if any, exclusive of insurance covering the contents within a Co-owner's residence, and the cost of the insurance shall be included as an expense of administration in the Association budget; however, the Association shall under no circumstances have any obligation to obtain such insurance, nor have any liability to any person for failing to do so. All Co-owners shall be notified of the Board's election to obtain such insurance at least sixty (60) days prior to its effective date. Co-owners may obtain supplementary insurance, but in no event shall any such insurance coverage undertaken by a Co-owner permit a Co-owner to withhold payment of his share of the Association assessment that relates to the equivalent insurance carried by the Association. The Association shall not reimburse Co-owners for the cost of premiums resulting from the early cancellation of an insurance policy.

Such insurance, other than title insurance, shall be carried and administered in accordance with the following provision:

A. Responsibilities of Association and of Co-owners. All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners.

Unless the Co-owners are notified in writing that the Association is carrying the following described insurance coverage, each Co- owner shall be responsible for obtaining a standard "all risk" insurance policy, which includes, among other things, fire and extended coverage and vandalism and malicious mischief insurance, and liability insurance with respect to his residential dwelling, interior and exterior, and on all other improvements constructed or to be constructed within his Condominium Unit perimeter, together with Limited Common Elements, if any, appurtenant to his Unit, whether located within or outside the perimeter of his Unit. Notwithstanding any insurance coverage that may be maintained by the Association, at all times each Co-owner shall be responsible for obtaining a standard "all risk" insurance policy, which includes, among other things, fire and extended coverage and vandalism and malicious mischief insurance, and liability insurance, with respect to his personal property located within or outside of his Condominium Unit perimeter, on any Limited Common Elements or elsewhere in the Condominium, and also for alternative living expense in the event of fire. All such insurance shall be carried by each Co-owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. In the event of the failure of a Co-owner to obtain such insurance, the Association may obtain such insurance on behalf of such Co-owner and the premiums therefore shall constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner the Association assessments are collected in accordance with Article 11 above. Unless the Co-owners are notified in writing that the Association is carrying the following described insurance coverage, each Co-owner shall also be obligated to obtain insurance coverage for his personal liability for occurrences within the perimeter of his Condominium Unit or within the residential dwelling located thereon, and on Limited Common Elements, if any, appurtenant thereto, regardless of where located. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this subsection (a) to be the responsibility of the Co-owner to obtain, nor shall the Association have any liability to any person for failure to do so. Each Co-owner shall file a copy of such insurance policy, or policies, including all endorsements thereon, or in the Association's discretion, certificates of insurance or other satisfactory evidence of insurance, with the Association in order that the Association may be assured that such insurance coverage is in effect. The Association, as to all policies which it obtains, and all Co-owners, as to all policies which they obtain, shall use their best efforts to see that all property and

liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

B. Insurance of Common Elements. All common elements of the Condominium and, if the Developer or the Board of Directors has elected to carry insurance coverage on the Condominium Units and their improvements and appurtenant limited common elements, such Condominium Units and their appurtenant limited common elements, shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives in light of commonly employment methods for the reasonable determination of replacement costs. Such coverage shall be effected upon an agreed-amount basis for the entire Condominium with appropriate inflation riders in order that no co-insurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total destruction if the insurance proceeds failed, for some reason, to be equal to the total cost of replacement). All information in the Association's records regarding insurance coverage shall be made available to all co-owners upon request and reasonable notice during normal business hours so that co-owners shall be enabled to judge the adequacy of coverage and, upon the taking of due Association procedures, to direct the Board at a properly constituted meeting, to change the nature and extent of any applicable coverages, if so determined. Upon such annual re-evaluation and effectuation of coverage, the Association shall notify all co-owners of the nature and extent of all changes in coverages.

C. Premium Expenses. All premiums on insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

D. Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the co-owners and their mortgagees as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring the

repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than repair, replacement or reconstruction of the Condominium unless all of the institutional holders of first mortgages on Units in the Condominium have given their prior written approval.

Section 2. Authority of Association to Settle Insurance Claims. Each co-owner, by ownership of a unit in the condominium, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of a standard "all risk" policy, including, among other things, fire and extended coverage, vandalism and malicious mischief, and liability insurance and workers' compensation insurance, if applicable, pertinent to the Condominium Project and the common elements thereof with such insurer as may, from time to time, provide such insurance for the Condominium Project and, if the Developer or the Board of Directors has so elected to carry such insurance pertinent to the Condominium Units, their improvements constructed thereon and their appurtenant limited common elements, then in such case with respect to such insurance coverage. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute same to the Association, the co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such co-owners and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

ARTICLE V
RECONSTRUCTION OR REPAIR

Section 1. Responsibility for Reconstruction or Repair. In the event any part of the Condominium property shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

A. One or More Units Tenantable. In the event the damaged property is a common element or the dwelling constructed within the perimeter of a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by unanimous vote of all of the co-owners in the Condominium that the Condominium shall be terminated and each institutional holder of a first mortgage lien on any Unit in the Condominium has given its prior written approval for such termination.

B. No Unit Tenantable. In the event the Condominium is so damaged that no Unit is tenantable, the damaged property shall not be rebuilt and the Condominium shall be terminated, unless eighty (80%) percent or more of all of the co-owners agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

Section 2. Repair in Accordance with Master Deed, Etc. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Condominium to a condition as comparable as possible to the condition existing prior to damage unless the co-owners shall unanimously decide otherwise.

Section 3. Co-owner and Association Responsibilities. In the event the damage is to a dwelling or other improvement constructed within the perimeter of a Unit or a limited common element, if any, appurtenant thereto, which is the responsibility of a co-owner to maintain, repair and replace, it shall be the responsibility of the co-owner to reconstruct, maintain, repair and replace the damaged structural elements contained within the perimeter of his Unit, and all limited common elements appurtenant to the Unit. In all other cases, the responsibility for reconstruction and repair shall be that of the Association. In the event that a co-owner fails or neglects to maintain the exterior components of his Unit in an aesthetic and/or harmonious manner as may from time to time be established by the Association in duly adopted regulations promulgated by the Board of Directors pursuant to its authority set forth in Article VI, Section 12 of these Bylaws, the Association shall be entitled to effect such maintenance to the Unit and to assess the co-owner the costs thereof and to collect such costs as part of the assessments under Article 11 of these Bylaws. Each co-owner shall be responsible for the reconstruction, maintenance and repair of the interior of the dwelling constructed within the perimeter of his Unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls, interior trim, furniture, light fixtures and all appliances, whether free standing or built in. In the event damage to a Condominium Unit dwelling structure or to any limited common elements appurtenant thereto is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 4 of this Article V. If an to the extent that any Condominium Unit dwelling structure or limited common element is covered by insurance held by the Association for the benefit of the co-owner, the co-owner shall be entitled to receive the proceeds of insurance relative thereto, and if there is a mortgagee jointly. In the event of substantial damage to or destruction of any Unit or any improvements thereon, or any part of the common elements, the Association promptly shall notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 4. Association Responsibility for Repair. Except as provided in Section 3 hereof, the Association shall be responsible for the maintenance, repair and reconstruction of the common elements (except as specifically otherwise provided in the Master Deed). Immediately after a casualty causing damage to property for which the Association has the responsibility for maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

Section 5. Time Reconstruction and Repair. If damage to common elements or a unit adversely affects the appearance of the Condominium, the Association or co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed with replacement of the damaged property without delay, and shall complete such replacement within six (6) months after the date of the occurrence which caused damage to the property.

Section 6. Eminent Domain. Section 133 of the Act and the following shall control upon any taking by eminent domain:

A. Taking of Entire Unit. In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the owner and his mortgagee, they shall be divested of all interest in the Condominium. In the event that any condemnation award shall become payable to any co-owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the co-owner and his mortgagee, as their interests may appear.

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

C. Continuation of Condominium After Taking. In the event the Condominium continues after taking by eminent domain,

then the remaining portion of the Condominium shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining co-owners based upon the continuing value of the Condominium of one hundred (100%) percent. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any co-owner.

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

Section 7. Mortgages Held By FHLMC: Other Institutional Holders. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation "FHLMC") then, upon request therefor by FHLMC, the Association shall give it written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds $10,000.00 in amount or if damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds $1,000.00. The Association shall provide such other reasonable notice as may be required, from time to time, by other institutional holders of mortgages upon Units.

Section 8. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE VI
RESTRICTIONS

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

Section 1. Residential Use. No Unit in the Condominium shall be used for other than single-family residential purposes and the Common Elements shall be used only for purposes consistent with single-family residential use. No building or structure of

any kind shall be erected within a Unit except one private residence as shown on the approved site plan for the Unit.

Section 2. Architectural Control. An architectural control process has been established to assure that TURTLE CREEK OF MARION is developed in the highest quality manner consistent with the design goals for the community as described in this Article 11 in order to provide for the development and management of TURTLE CREEK OF MARION as a premier residential Community for the highest benefit and enjoyment of its residents. TURTLE CREEK OF MARION was created as an exceptional setting for custom homes of architectural excellence amidst woodlands meadows, streams and wetlands. The Units have been carefully sculpted into the rolling topography of the site to preserve the natural assets for the permanent enjoyment of all. These guidelines are designed to ensure that TURTLE CREEK OF MARION is developed in the highest quality manner in harmony with the natural features and intended character for the community. They provide helpful guidance to future residents regarding the architectural design landscape design and construction of their home. Further, these guidelines are established to ensure that the TURTLE CREEK OF MARION community is well maintained, that the value of the residences is protected, and that is a very enjoyable, peaceful place to live. No building, structure, landscaping or other improvement shall be erected, constructed, installed or permitted to remain on any Unit or elsewhere in the Project unless it has been approved in writing by the Association and, during the Development Period, the Developer, and also complies with the restrictions and requirements of the ordinances of the Township of Marion and the Condominium Documents. No alteration, modification, substitution or other variance from the designs, plans, specifications and other materials that have been approved by the Developer shall be permitted without the Developer's written approval of that variance, regardless of the reason for the variance. The Developer reserves the right to assign, delegate or otherwise transfer its rights and powers of approval to any other person, including the Association. The rules and restrictions in this Article 11 shall apply to all Units in the Project.

A. Architectural Design Guidelines. Architectural design goals for TURTLE CREEK OF MARION are intended to promote harmony among the residences themselves and with the natural features of the surrounding environment. Designs will be reviewed for their compatibility with the design goal for the community. Architectural uniqueness and excellence is strongly encouraged. The office of the developer is available to assist the future homeowners in the architectural and landscape design of the individual residences. Homeowners are strongly encouraged to involve the Developer in the design process from the earliest stages to take advantage of its expertise and ensure a smooth process. The following guidelines have

been established to assist the homeowners and builders in the design of homes in TURTLE CREEK OF MARION:

1. Exterior Architecture. The front facade of all homes must be at least one-half brick or stone and the remainder soft contemporary in architectural design. Soft contemporary architectural style is defined as having a non-traditional facade, but containing pitched roofs and subdued exterior colors and materials. Flat roofs are not permitted.

2. Architectural Consistency. All exterior facades of the residences in TURTLE CREEK OF MARION which are visible from the road area are to be architecturally consistent in style, quality and detailing with the front facade of the residence.

3. Exterior Building Materials. The exterior walls of all buildings shall be approved by the Developer.

4. Roofing Pitch and Materials. Minimum roof pitch shall be 6/12. Roofs shall be constructed of cedar shakes, cedar shingles, or good quality dimensional asphalt shingle with design, color and material approved by the Developer. White or light colored roofs are not permitted.

5. Minimum Size. Each residence must contain a minimum livable floor area of 1,800 square feet for a ranch style home, 2,000 for a one and one-half story home and 2,200 square feet for a two story home.

6. Setbacks. All residences shall be located within the perimeter of the unit boundary for each site as shown on the condominium drawings, which are Exhibit B to the Master Deed.

7. Garages. All houses shall have an attached garage that will accommodate at least two and one-half cars. Garage side entries shall be located away from the normal approach direction to the residence unless topography does not permit this goal. Front entry garages are permitted.

8. Roof Vents. Shall be approved by the Developer.

9. Exterior Doors. Uniqueness in the design of front entry doors is strongly encouraged due to the architectural importance of this component in the overall appearance of a residence. The color and style of the exterior doors is to be approved by the Developer, including storm doors, if any.

10. Chimneys. All chimneys shall have flues lining their entire height which are enclosed by brick, stone, wood or other approved material. Uniqueness in chimney design is strongly encouraged.

11. Foundations. The approved exterior wall materials must extend to within eight inches of the ground level to cover all block or concrete foundation walls. Foundation vents if used, shall be unobtrusive and painted or stained to blend into the exterior building materials.

12. Air Conditioning Units. No window or wall mounted air conditioners are permitted. All exterior air conditioning equipment shall be located as to minimize noise to adjacent homes and shall be screened by landscaping so as to not be visible from the road or adjacent residences.

13. Driveways, Sidewalks and Patios. Driveways shall be constructed of asphalt paving, brick pavers or other approved paving materials.

14. Basketball Hoops. The type, style and location of basketball hoops shall be improved by landscaping and shall be located as unobtrusive as possible. Hoops and poles shall not be located forward of the front of the residence.

15. Address Numerals. Each home shall incorporate either an address block constructed of granite, limestone or similar material and containing the carved numerals of the address of the residence or individual heavy brass numerals appropriately placed in the front exterior area of the residence. Plastic or thin metal numerals are not permitted. All numbers shall be consistently displayed to facilitate postal service.

16. Swimming Pools. Only in-ground, aesthetically pleasing pools are permitted subject to the Developer's written approval. All pool areas shall be visually screened with landscaping and all mechanical equipment shall be concealed from view. Fencing around pools may consist of wrought iron/aluminum type or wood fencing architecturally compatible with the village design concept and is to be approved by the Developer. Fences shall be erected only in conformity with Marion Township Ordinances.

17. Spas. Free standing above ground spas not integrated into in-ground swimming pools shall be

unobtrusively located close to the rear of the residence within a deck or patio area. Spas shall be visually screened from adjacent homes by landscaping or other manner approved by the Developer, and all mechanical equipment shall be fully concealed.

18. Fences. No fences may be placed upon the Common Elements or Units without the consent of the Association, Marion Township and, during the Development Period, the Developer.

19. Dog Kennels and Runs. Dog kennels or runs are not permitted due to their unattractive appearance and potential for nuisance to the community.

20. Outdoor Playsets. Outdoor play equipment shall be located in the rear of the yards of residences.

21. On-site Construction Required. Mobile homes, modular homes and factory built homes are not permitted. All homes must be constructed on-site.

22. Windows and Draperies. All windows shall be manufactured of at least double-glazed glass. Care shall be taken with the use of window draperies to ensure that the lining visible from the exterior of the residence is either white, off-white or blends with the exterior of the home as to be unobtrusive.

23. Computerized Home Management Systems. Homeowners are encouraged to explore the new computerized central home management system for lighting, security, communications, entertainment, energy management and regulation of home products also known as "smart house" technology. This innovative system, which requires that unique electrical wiring be installed in place of conventional wiring at the time of home construction, is likely to become standard in upscale homes in the near future and may add substantial value and marketability to the home. Since it is difficult or impossible to retrofit the necessary wiring within the interior walls of a residence after construction is completed, homeowners should give careful consideration to installation of the interior wiring to preserve the option of installing system components.

24. Units 1, 2, 3, 4, 5, 6, and 7 Access/Norton Road. Ingress and egress to Units 1, 2, 3, 4, 5, 6, and 7 shall be from Ridley Way and no means of ingress and egress shall be developed or used to access Norton Road from said units.

25. Unit 57 Access/Norton Road. Ingress and egress to Unit 57 shall be from Tortoise Drive and no means of ingress and egress shall be developed or used to access Norton Road from said unit.

B. Landscaping Guidelines. Proper landscape design, installation and maintenance is very important in creating an enjoyable, beautiful environment. Good landscape design incorporates the natural attributes of the homesite in terms of topography and existing plantings, and then enhances those features to create an environment most appropriate for the architecture and setting of a particular residence. Successful landscaping greatly increases the beauty and marketability of a residence and improves the quality of life for the homeowner as well as the entire community. Landscaping for residences in TURTLE CREEK OF MARION should be designed with the intent of meeting the goals of creating a village environment. Front entry walks should extend to the sidewalk near the street. Front yard landscaping should extend to the roadway, and courtyards, hedges, low stone or masonry walls, rich paving materials and other features promoting the classical village setting should be incorporated Into the landscape design. Landscape plans will be reviewed on the basis of meeting the village architectural design concept and must be approved by the Developer prior to commencement of home construction.

1. Preservation of Trees. Every effort must be made to preserve existing trees on a residential homesite, and to design the location of walks, drives, residences and other improvements In a manner which limits the number of trees to be removed. No trees measuring three (3) inches or more in diameter at eye level may be removed without the Developer's written approval. Remaining trees shall be carefully protected during the construction process by erection of protective barriers to avoid physical damage and, in particular, compaction of the soil over the root systems. Excavations and fill near existing trees shall only be done after appropriate measures are undertaken to ensure that the trees are preserved.

2. Planting Material Sizes. Planting materials are to be of a high quality and substantial size to provide a degree of maturity to the appearance of the landscaping immediately upon installation. Evergreen trees should be a minimum of eight feet in height, and canopy trees should have a minimum caliper of three (3) inches.

3. Lawn Areas. All areas of a residential homesite not landscaped with plant materials or hard surfaces or kept as natural wooded areas shall be established as lawn areas by sodding or hydro seeding. Preservation of wooded rear yard areas in their natural condition is strongly encouraged.

4. Edging and Mulching Materials. The use of natural cut sod edging to define planting beds is strongly encouraged. Edging materials made of steel, aluminum or plastic may be used to define planting beds. Mulching material shall consist of dark shredded bark, bark chips or sphagnum peat. Wood chips or stones shall not be used as mulching materials.

5. Berms and Boulders. The creation of landscaped berms, boulder outcroppings, raised beds and other creative landscape design is strongly encouraged.

6. Hedges and Courtyard Walls. The creative use of these materials can be very effective in achieving a pleasing setting for residences in TURTLE CREEK OF MARION, and their use is encouraged.

7. Irrigation. Installation of an underground sprinkler system to service, at a minimum, all sodded areas and flower beds in the front yards of each residential homesite is encouraged. In any event, lawns and landscaping shall be maintained in an attractive condition at all times and irrigated during dry weather, subject to watering restrictions imposed by Marion Township.

8. Landscape Screening. All exterior air conditioning equipment, utility meters and utility boxes must be screened from view from the road and adjacent residences. The garage doors of a residence must be visually screened from view from the road to the greatest extent possible by placing evergreen landscape materials in strategic positions.

9. Retaining Walls. All retaining walls shall be of stone, wood or approved materials.

10. Landscape Lighting. Subdued lighting which highlights landscaped features and architectural elements is strongly encouraged. Lighting shall be artful, aesthetically pleasing and unobtrusive, with careful attention given to both high quality lighting fixtures and the effects of the lighting itself.

11. Completion of Landscaping. Installation of landscaping prior to occupancy is strongly encouraged. The cost of landscaping can usually be included in the mortgage of the home. At any rate, landscape installation must be completed within 90 days after initial occupancy of a residence or, in the case of model homes within 90 days after the exterior of the residence has been substantially completed, weather permitting.

12. Landscaping Revisions. Any significant additions, deletions or revisions to landscaping after the initial installation shall be submitted to the Developer for review and approval.

13. Homesite Drainage. Due to the existing topography, the Units in general and their respective appurtenant Limited Common Element yard areas are vulnerable to potential problems resulting from the construction of houses and other improvements without adequately addressing the resulting on-site and off-site drainage patterns. The owners of each Unit are hereby made aware of these potential drainage problems. Prior to the commencement of any sitework, construction or other improvement of his or her Homesite, each owner shall supply the Developer with an individual grading plan prepared by an engineer and sealed, and shall not commence any sitework, construction or other improvement of a Homesite until the grading plan has been approved by the Developer. The approval of the grading plan by the Developer shall not be construed as the covenant, warranty or representation by the Developer that the grading plan will, in fact, accomplish the objective of alleviating or curing existing or potential drainage problems.

C. Architectural Approval Process. The design and construction of all residences and associated improvements, including decks, pools, walks, patios, gazebos, etc., and also Including the design and installation of landscaping and driveways, is subject to the Architectural Approval Process as described below. It is the goal of the Developer to promote residential architecture of the highest caliber while preserving and enhancing the natural attributes of the homesites to the greatest extent possible.

Review Procedure. A three step submittal process is required to obtain approval for the construction of a residence in TURTLE CREEK OF MARION. Written approval

from the Developer is required for each of the three steps as follows:

1. Conceptual Approval. The future homeowner is encouraged to involve the Developer in the design of the residence at the earliest possible stages. Submittal of sketches, photographs or renderings are normally sufficient to determine if the proposed residence will be within the design goals of the architectural concept for the community.

2. Preliminary Approval. Two copies of the following materials shall be submitted to obtain Preliminary Approval for a residence In TURTLE CREEK OF MARION:

   a. Exterior elevation drawings for all sides of the proposed residence.

   b. A preliminary floor plan.

   c. A preliminary site plan locating the proposed residence on the site survey.

   d. An Indication of the exterior materials to be used to construct the proposed residence. A materials/color board is helpful in visualizing the interplay of materials and colors.

3. Final Approval. Three copies of the following materials shall be submitted to obtain Final Approval for a residence in TURTLE CREEK OF MARION:

   a. A Site Plan showing existing and proposed grades, the location of the proposed residence, drives and other improvements on the homesite, and the location of all trees exceeding three (3) inches in diameter at eye level.

   b. A complete set of construction plans for the proposed residence.

   c. A complete description of exterior building materials.

Upon approval, two signed copies of the plans and documents will be returned to the owner who may then apply to the Township for a building permit.

D. Construction Regulations. The construction process in TURTLE CREEK OF MARION is carefully controlled to minimize inconvenience and disruption to existing residents and to maintain the excellent image and

reputation of all who are associated with this development.

1. Accountability. The builder and landscaper shall designate a construction superintendent at the start of construction who will be responsible for supervising adherence to the Construction Regulations and all other applicable condominium documents.

2. Cleanliness. Throughout the course of construction, the job site shall be maintained in a dean and orderly manner. Burning of trash and debris is prohibited. The road surface in the vicinity of the job site shall be kept clean of mud, trash and debris at all times. Violation of cleanliness regulations will result in fines to builders, landscapers and homeowners.

3. Lot Clearing. Absolutely no clearing of trees or brush shall be done until construction and landscaping plans have been approved in writing by the Developer, the setback lines and foundation of the proposed house have been staked by a licensed land surveyor in accordance with the site plan approved by the Developer, and a building permit has been issued by the Township or it's designate. All trees marked for preservation on the site plan and landscaping plan must be protected with barriers to avoid compaction over the roots and physical damage. Trees to be removed shall be marked for field inspection and approval obtained from the Developer prior to removal. Logs, stumps and brush shall be immediately removed from the job site.

4. Construction Area. All construction, including access by construction vehicles and equipment, shall be confined to the boundaries of the homesite under construction. Adjacent Units may not be used for parking storage or access.

5. Construction Traffic and Parking. All construction personnel shall park their vehicles either on the residential site under construction or on the roadway along the curb in the immediate vicinity. Vehicles may not be parked on the grass behind the curb or on adjacent lots to prevent damage to the grassed areas along the road. Prior to commencement of construction, the owner of the Unit or his builder shall install an appropriately sized culvert In the drainage ditch adjacent to the Unit and shall lay a stone or crushed concrete (minimum diameter of three inches) driveway at the entrance

to the Unit having a minimum length of 40 feet and a width of 12 feet in order to avoid the tracking of mud from the Homesite onto the roads in the Project. The builder and owner shall also be responsible for taking all necessary measures to ensure that soil erosion does not occur during construction.

6. Excavation. Dirt excavated for basements that is temporarily stored on the Homesite during foundation construction shall not be placed over the roots of trees intended to be preserved in order to avoid soil compaction and root damage.

7. Construction Materials. Storage of construction materials on the building site shall be done in a neat and orderly manner at a distance of at least thirty (30) feet from the curb. Materials shall not be stored on the road, near the curb, or on adjacent sites (even if vacant).

8. Portable Toilet. The builder shall provide a portable toilet at the job site. Construction personnel shall use this portable toilet exclusively at the job site.

9. Signs. The builder may erect one sign identifying the unit number and builder's name during the construction of a residence as specified by the Developer in terms of size, location, color and content which will contain the logo for the project. Signs may not be used for advertising purposes.

10. Schedule. Once started, construction shall be prosecuted on a continual basis with completion as soon as practical but, in any event within twelve (12) months. Completion consists of the issuance of a certificate of occupancy from the Township or it's designate.

E. Maintenance Provisions. In order to safeguard the investment of the residents in TURTLE CREEK OF MARION and preserve the value and marketability of the residences, it is necessary to maintain all elements of the community in excellent physical conditions including roads, yards, buildings, landscaping and all other improvements. Provisions for maintenance have been established in order to accomplish this goal. Additionally, activities which interfere with the enjoyment and rights of others are restricted so as to create a neighborly, pleasant environment for all residents and guests.

1. Pre-construction Maintenance. Prior to residential construction, all future Units throughout TURTLE CREEK OF MARION shall be maintained in an aesthetically pleasing condition consistent with the character of the site. The homeowner shall be responsible for maintaining wooded or grassed areas in a clean, attractive state and dead or diseased trees or limbs shall be promptly removed.

2. Homesite Maintenance. Each homeowner shall maintain his or her homesite and all improvements that it contains, including the residence, landscaping, lawns, walls, drives, patios, decks, swimming pools, fences and the like in a first class and attractive condition so that an aesthetically pleasing appearance is presented to the community.

3. Landscaping. All shrubs, trees and other landscape materials shall be maintained in an orderly and healthy condition. Unhealthy or dead plantings shall be promptly replaced. Landscaped beds shall be maintained In an attractive condition with regular restoration of shredded bark or peat mulch to prevent weed growth, and beds shall be kept weed-free.

4. Flowers. Flower beds for perennial flowers are encouraged to be maintained within the front yard areas of each residence integrated into the landscape design in an attractive and pleasing manner. Flower beds are to be kept weed-free and in an attractive condition.

5. Seasonal Protection. Landscape materials are to be maintained In an attractive state throughout the year. Consequently, protection of plantings during the winter by wrapping with burlap or using plastic and polystyrene materials is prohibited because of the unsightly appearance created. Plants may he protected by application of an invisible anti-desiccant such as "Wilt-Pruf'.

6. Trash. Trash shall be stored out of site In standard containers, and placed at the curb for trash pickup only in the morning of the collection day. Homeowners or the Association will contract for trash collection services with a single company selected by the Developer or board of directors in order to obtain a better rate and to limit trash collection to a single day per week. Trash receptacles shall be removed as soon as possible after trash collection. If trash containers are stored outside, the storage location must be

visually screened and approved In writing by the Developer.

7. Snow Clearing. Snow shall be removed from drives and walks as soon as possible after snowfall.

8. Antenna. The Developer, during the construction and sales period, and the Association after control of the Association is assumed by the Co-owners, shall approve the height and location on an unit of:

(a) An antenna that is designed to receive direct broadcast satellite service, including direct-to-home satellite services, that is one meter or less in diameter; or

(b) An antenna that is designed to receive video programming service via multipoint distribution service, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, and that is one meter or lees in diameter or diagonal measurement; or

(c) An antenna that is designed to receive television broadcast signals.

The approval of the request for the style and siting of an antenna shall not be unreasonably delayed, it shall not unreasonably prevent installation, maintenance or use, unreasonably increase the cost of installation, maintenance or use or preclude reception of an acceptable quality signal. No antenna, other than as described in (a), (b) and (c) shall be allowed.

F. Developer's Right to Waive or Amend Restrictions, Standards for Approval; Exculpation from Liability. Notwithstanding anything in these Bylaws to the contrary, the Developer reserves the right to waive any restriction or requirement, if in the Developer's sole discretion it is appropriate in order to maintain the atmosphere, architectural harmony, appearance and value of the Condominium and the Units, or to relieve the owner of a Unit or a contractor from an undue hardship or expense. The approval of any site plan, landscaping plan or construction plan by the Developer or the Association and the waiver of any restriction by the Developer or the Association in connection with the approval of any site plan, landscape plan or construction plan shall not be deemed to be a warranty, representation or covenant by the Developer or the Association that the plan complies with any law, ordinance or regulation, including but not

limited to zoning ordinances, dimensional, bulk and setback ordinances, environmental laws and ordinances and sanitation or environmental health laws, ordinances and regulations. Any obligation or duty to ascertain any such non-conformities, or to advise the owner or any other person of the same (even if known), is hereby disclaimed. THE OWNER OF EACH UNIT SHALL BEAR ALL RESPONSIBILITY FOR COMPLIANCE WITH ALL SUCH LAWS AND ORDINANCES. In reviewing and passing upon the plans, drawings, specifications, submissions and other matters to be approved or waived by the Developer, the Developer intends to ensure that the dwellings and other features embodied or reflected therein meet the requirements set forth in the Condominium Documents; however, the Developer reserves the right to waive or modify those restrictions or requirements. In addition to ensuring that all dwellings comply with the requirements and restrictions of the Condominium Documents, the Developer (or the Association, to the extent approval powers are assigned to it by the Developer) shall have the right to base its approval or disapproval of any plans, designs, specifications, submissions or other matters on such other factors, including completely aesthetic considerations, as the Developer (or the Association) in its sole discretion may determine appropriate or pertinent. The Developer currently intends to take into account the design goals for the Condominium in passing upon plans, designs, drawings, specifications and other submissions. In no event shall either the Developer (or the agents, officers, employees or consultants thereon, or the Association have any liability whatsoever to anyone for any act or omission contemplated by these Rules and Regulations, including without limitation the approval or disapproval of plans, drawings, specifications, elevations of the dwellings, fences, walls, hedges or other structures, whether the alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. In no event shall any party have the right to impose liability on, or otherwise contest judicially, the Developer or any other person for any decision of the Developer (or alleged failure of the Developer to make a decision) relative to the approval or disapproval of a structure or any aspect or other matter as to which the Developer reserves the right to approve or waive.

Section 3. Alterations and Modifications of Units and Common Elements. No owner shall make alterations, modifications, or changes on any of the Units or Common Elements without the express written approval of the Developer. No owner shall restrict access to any utility line or any other element that must be accessible to service the Common Elements or that affects an Association responsibility in any way.

Section 4. Activities. No improper, unlawful, noxious or offensive activity or an activity that is or may become an annoyance or a nuisance to the owners shall be carried on In any Unit or upon the Common Elements. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time. Disputes among owners arising as a result of this provision that cannot be amicably resolved shall be arbitrated by the Association. No owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association. An owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition on his Unit, if approved. Activities deemed offensive and expressly prohibited include, but are not limited to, the following: Any activity Involving the use of firearms, air rifles, pellet guns, bows and arrows, or other similar dangerous weapons, 7B guns projectiles or devices, maintenance of skateboard or skating ramps, burning of trash or leaves, installation or operation of electronic insect killers or operation of flood or other bright lights which are an annoyance to an adjacent resident.

Section 5. Pets. No animals, other than household pets, shall be maintained by any owner. Those pets shall be cared for and restrained so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be kept or bred for any commercial purpose. All animals shall be properly licensed. No animal may be permitted to run loose at any time upon the Common Elements. All animals 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. Any owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association (or any loss, damage or liability which the Association may sustain as the result of the presence of that animal on the premises, whether or not the Association has given its permission. Each owner shall be responsible for collection and disposal of all fecal matter deposited by any pet maintained by such owner. No dog that barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements even if permission was previously granted to maintain the pet on the premises. The Association may charge all owners maintaining animals a reasonable additional assessment to be collected in the manner provided In Article V of these Bylaws if the Association determines that assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the owner, remove or cause to be removed from the Condominium any animal that it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that any pets he registered with it and may adopt additional reasonable rules and regulations with respect to

animals as it deems proper. The Board of Directors of the Association may assess fines for violations of this Section in accordance with these Bylaws and in accordance with duly adopted Rules and Regulations of the Association.

Section 6. Aesthetics. The Common Elements 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. No refuse pile, compost heap or other unsightly or objectionable materials shall be allowed to remain on any Units. Refuse, ashes, building materials, garbage or debris of any kind shall be treated in a manner that is not offensive or visible to any other owners in the Condominium. The Common Elements and Units shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. All portions of window treatments, including but not limited to, curtains, drapes, blinds and shades, visible from the exterior of any dwelling shall be made of or lined with material which blends with the exterior of the residence. In general, no activity shall be carried on nor condition maintained by an owner, either in his Unit or upon the Common Elements, that is detrimental to the appearance of the Condominium. Without written approval by the Association, no owner shall change in any way the exterior appearance of the residence and other improvements and appurtenances located on his Unit. In connection with any maintenance, repair, replacement, decoration or redecoration of such residence, improvements or appurtenances, no owner shall modify the design, material or color of any item including without limitation, windows, doors, screens, roofs, siding or any other component which is visible from a Common Element or other Unit.

Section 7. Vehicles. No house trailers, trucks, commercial vehicles, boat trailers, boats, aircraft, camping vehicles, camping trailers, motorcycles, all-terrain vehicles, snowmobiles, passenger vans, snowmobile trailers, or vehicles, other than automobiles or vehicles used primarily for general personal transportation purposes, may be parked on the roads in the Condominium, and no such vehicles may be parked upon the premises of the Condominium unless in garages. No vehicle may be parked on the roads in the Condominium overnight. No inoperable vehicles of any type may be stored outdoors under any circumstances. Commercial vehicles and trucks shall not be parked in or about the Condominium except during deliveries or pickups in the course of business. No motorcycles, snowmobiles or vehicles designed primarily for off-road use shall be used, maintained or operated in the Condominium or on its roads or other common elements, including open spaces and paths.

Section 8. Advertising. Except for political purposes, no signs or other advertising devices of any kind that are visible from the exterior of a Unit or on the Common Elements, including any "For Sale" signs other than standard size "For Sale" signs

customarily employed by real estate brokers and builders in Marion Township shall be displayed without written permission from the Association and, during the Development Period, from the Developer. The Developer may withhold that permission in its sole discretion. The size, location, color and content of any sign permitted by the Developer shall be as specified by the Developer.

Section 9. Rules and Regulations. 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 owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all rules, regulations and amendments shall be furnished to all owners.

Section 10. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit and its appurtenant Limited Common Elements, during reasonable working hours, upon notice to the owner, as 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 appurtenant Limited Common Elements as necessary to respond to emergencies. The Association may gain access in any manner reasonable under the circumstances and shall not be liable to a owner for any resulting damage to his Unit and appurtenant Limited Common Elements. This provision, in and of itself, shall not be construed to permit access to the interiors of residences or other structures.

Section 11. Common Element Maintenance. Sidewalks, yards, landscaped areas, driveways, and parking areas shall not be obstructed and shall not 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 the Common Elements.

Section 12. Owner Maintenance. Each owner shall maintain his Unit and any Common Elements for which he has maintenance responsibility in a safe, clean and sanitary condition. Each owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems. Each 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, except to the extent those damages or costs are covered and reimbursed by insurance carried by the Association. Any costs or damages to the Association may be assessed to and collected from the responsible owner in the manner provided in Article V. Each owner shall maintain the septic system located on or appurtenant to his Unit

according to any maintenance schedule adopted by the Association as a minimum standard of maintenance for septic systems in general.

Section 13. Environmental Protection Regulations.

A. No building or permanent structure shall be constructed or placed within 25 feet of the ordinary high water mark of any pond or body of water in or adjoining the Condominium.

B. No owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements without the prior written approval of the Association and during the development period the prior written approval of the Developer. No fences may be placed upon the Common Elements or Units without the consent of the Association, Marion Township and, during the Development Period, the Developer. No trees, bushes or other flora may be removed from the Common Elements or Units without the prior written approval of the Association, the approval of the Marion Township zoning administrator, and during the Development Period the prior written approval of the Developer.

C. Each owner shall maintain and replace, when necessary, all flora located on his unit, including regular lawn mowing, weed removal and bush and tree trimming. Fertilizers and chemicals shall not be applied to flora or otherwise used within twenty-five (25) feet of any body of water, pond or wetland, and shall not be used in any location in an amount or manner that will have an adverse effect on the quality of surface water or ground water.

D. Except as shown on the plans approved by Marion Township, the General Common Element land areas, including required open space, park and wetlands, shall remain in their natural state and shall not be altered or disturbed by either the owners or the Association without the approval of Marion Township and the Developer and without first obtaining all other necessary federal, state and local permits. Activities prohibited by this provision include but are not limited to cutting filling, dredging and removal of vegetation from the wetlands. Portions of the land in the project are green space and wetlands, some of which may be protected by state and federal law. Under these laws, any disturbance of a wetlands may be done only

after a permit has been obtained from the agency having jurisdiction over wetlands (currently the Michigan Department of Environmental Quality). Penalties for noncompliance are substantial. The Association will assess substantial fines and penalties and will seek recovery of money damages and other remedies, as provided in the Condominium Documents, for violations of the provisions of this Section. It shall be the duty of the Association to preserve the wetlands by enforcement of this Section. Subject to the approval of Marion Township, the Association shall maintain the wetlands, open space, greenbelting and plantings in accordance with the approved site plan, Exhibit B.

E. The Developer and each owner and his or her agents, employees and contractors shall comply with all soil protection laws, ordinances and regulations, including but nor limited to the Michigan Soil Erosion and Sedimentation Control Act. No construction or clearing of any land within the Project shall commence without first obtaining any required soil erosion and sedimentation control permit from Livingston County. Silt fencing and other soil erosion controls and devices shall be erected, installed and maintained at all times required by the permits issued by Livingston County. If an owner or his or her contractors or agents fails to comply with the requirements set forth in this Paragraph, then, in addition to all other remedies available under applicable law, the Developer, the Township of Marion, Livingston County, the Michigan Department of Environmental Quality, and their respective contractors and agents, may, at their option, with or without notice, enter onto the Project or any Unit that is not in compliance and perform any necessary maintenance, repair, replacement and/or operation of soil erosion control devices. In that event, the offending owner shall reimburse the Developer, the Township, the County and/or their contractors all costs incurred by it in performing the necessary maintenance, repair, replacement and/or operation of the soil erosion control devices, plus an administrative fee of 15%. If the owner does not reimburse the Developer or the Township for those costs, then the Township, at its option, may assess the cost therefor against the owners of the Unit, to be collected as a special assessment on the next annual tax roll of the Township, or the Developer may charge the cost thereof and the administrative fee as a special assessment against that Unit. Without limiting the generality of the foregoing, no

activity shall be conducted on any part of the Condominium Premises that may cause the risk of soil erosion or threaten any living plant material. This provision may not be modified, amended, or terminated without the consent of the Township of Marion.

Section 14. Onsite Potable Water Supply and Sewage Disposal Systems. Because the Condominium Project will be serviced by public water or sanitary severs at the time of recording of the Master Deed for the Condominium Project, individual units will not be allowed to have onsite water supply and onsite sewage disposal systems.

Section 15. Reserved Rights of Developer.

A. Prior Approval by Developer. During the Development Period, no buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained, and no addition to, or change or alteration to any structure shall be made (including in color or design), except interior alterations that do not affect structural elements of any Unit, and no hedges, trees or substantial planting or landscaping modifications shall be made, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of the 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 the Developer, its successors or assigns, and a copy of the plans and specifications, as finally approved, lodged permanently with the Developer. The Developer shall have the right to refuse to approve any plan or specifications, or grading or landscaping plans that are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon the 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, and the degree of harmony with the Condominium as a whole. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development. This Section shall be binding upon the Association and all owners.

B. Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article 11 shall apply to the commercial activities

or signs or billboards, if any, of the Developer during the Development Period or of the Association in furtherance of its powers and purposes. Despite any contrary provision, the Developer shall have the right to maintain a permanent, temporary or mobile sales office, model units, advertising display signs, storage areas, related parking rights, and access throughout the Project that it deems reasonable for the sale and development of the entire Project by the Developer.

C. Enforcement of Bylaws. The Developer and the Association shall have the responsibility and the obligation to enforce the provisions contained in these Bylaws including the restrictions set forth in Article 11. 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 owners and all persons having an interest in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of those high standards, then the Developer, or any person to whom he may assign this right, at his option, may elect to maintain, repair and replace any Common Elements and to do any landscaping required by these Bylaws and to charge the cost to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Development Period which right of enforcement shall include (without limitation) an action to restrain the Association or any owner from any activity prohibited by these Bylaws.

Section 16. Leasing and Rental.

A. Right to Lease. An owner may lease or sell his Unit for the same purposes set forth in Section 1 of this Article 11 subject to the provisions of subsection (13) below. No owner shall lease less than an entire Unit in the Condominium. No tenant shall be permitted to occupy except under a lease having an initial term of at least six months unless approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in Its discretion.

B. Leasing Procedures. The leasing of Units in the Project shall conform to the following provisions:

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

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

3. If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Condominium Documents, then:

   (a) The Association shall notify the owner by certified mail of the alleged violation by the tenant.

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

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

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

Section 17. Notification of Sale. A owner intending to make a sale of his Unit shall notify the Association in writing at least 21 days before the closing date of the sale and shall furnish the name and address of the intended purchaser and other information reasonably required by the Association. The purpose of this Section is to enable the Association to be aware at all times of the identities of all persons owning or occupying a Unit and to facilitate communication with them regarding the rights, obligations and responsibilities under the Condominium Documents. Under no circumstances shall this provision be used for purposes of discrimination against any owner, occupant or prospective owner on the basis of race, color, creed, national origin, sex or other basis prohibited by law.

Section 18. Incorporation of Rules and Regulations. The Rules and Regulations adopted by the Association and, during the Development Period, the Developer, as amended from time to time, are hereby made a part of these Bylaws as if fully set forth in these Bylaws, and may be enforced by the Developer and the Association as if a part of the Bylaws.

ARTICLE VII
MORTGAGES

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

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

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

ARTICLE VIII
VOTING

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

Section 2. Eligibility To Vote. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented a deed or other evidence of ownership of a Unit in the Condominium to the Association. No Co-owner, other than the Developer, shall be entitled to vote prior to the First Annual Meeting of members held in accordance with Article IX, Section 2, except as specifically provided in Article IX, Section 2. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting, the Developer shall be entitled to vote for each Unit which it owns.

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

Section 4. Quorum. The presence in person or by proxy of twenty-five (25%) percent of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the remembers of the Association, except for voting on questions specifically provided herein to require a greater quorum. The written absentee ballot of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in

person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the ballot is cast.

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

Section 6. Majority. A majority, except where otherwise provided herein, shall consist of more than fifty (50%) percent of those qualified to vote and present in person or by proxy (or absentee ballot, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, the requisite affirmative vote may be required to exceed the simple majority hereinabove set forth and may require a designated percentage of all Co-owners.

ARTICLE IX
MEETINGS

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

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by the Developer and may be called at any time after more than fifty (50%) percent in number of the Units that may be created in Turtle Creek of Marion Condominium are conveyed and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than one hundred twenty (120) days after the conveyance of legal or equitable title to nondeveloper Co-owners of seventy-five (75%) percent in number of all Units that be created or fifty-four (54) months after the first conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Condominium, whichever occurs first. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed at the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each Co-owner. The phrase "Units that may be created" as used in this paragraph and elsewhere in

the Condominium Documents refers to the maximum number of Units which the Developer is permitted under the Condominium Documents to include in the Condominium.

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

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors. The President shall also call a special meeting upon a petition signed by one-third (1/3) of the Co-owners presented to the Secretary of the Association, but only after the First Annual Meeting has been held. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as of the time and place where it is to be held, upon each Co-owner of record, at least ten (1 0) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

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

Section 7. Order of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (@ appointment of inspector of elections (at annual meetings or special meetings held for the purpose of election of directors or officers); (g) election of directors (at annual

meetings or special meetings held for such a purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President Secretary and Treasurer.

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

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

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

ARTICLE X
ADVISORY COMMITTEE

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

ARTICLE XI
BOARD OF DIRECTORS

Section 1. Qualification of Directors. The affairs of the Association shall be governed by a Board of Directors, all of whom must be members in good standing of the Association or officers, partners, trustees, employees or agents of members of the Association except for the first Board of Directors designated in the Articles of Incorporation of the Association and any successors thereto appointed by the Developer. Directors shall serve without compensation.

Section 2. Election of Directors.

A. First Board of Directors. The first Board of Directors shall be comprised of one (1) person and such first Board of Directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first nondeveloper Co-owners to the Board. Immediately prior to the appointment of the first nondeveloper Co-owner to the Board, the Board shall be increased in size to five (5) persons. Thereafter, elections for nondeveloper Co-owner directors shall be held as provided in subsection (b) and (c) below. The terms of office shall be

two (2) years. The directors shall hold office until their successors are elected and hold their first meeting.

B. Appointment of NonDeveloper Co-owners To Board Prior to First Annual Meeting. Not later than one hundred twenty (120) days after the conveyance of legal or equitable title to nondeveloper Co-owners of twenty-five (25%) percent in number of the Units that may be created, one (1) of the five (5) directors shall be elected by nondeveloper Co-owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to nondeveloper Co-owners of fifty (50%) percent in number of the Units that may be created, two (2) of the five (5) directors shall be elected by nondeveloper Co-owners. When the required number of conveyances have been reached, the Developer shall notify the nondeveloper Co-owners and request that they hold a meeting and elect the required director or directors, as the case may be. Upon certification by the Co-owners to the Developer of the director or directors so elected, the Developer shall then immediately appoint such director or directors to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated.

C. Election of Directors at and After First Annual Meeting.

1. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to nondeveloper Co-owners of seventy-five (75%) percent of the Units, the nondeveloper Co-owners shall elect all directors on the Board, except that the Developer shall have the right to designate one (1) director as long as the Developer owns at least ten (10%) percent of the Units in the Condominium. Whenever the required conveyance level is achieved, a meeting of Co-owners shall be properly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

2. Regardless of the percentage of Units which have been conveyed, upon the expiration of fifty-four (54) months after the first conveyance of legal or equitable title to a nondeveloper Co-owner of a Unit in the Condominium, the nondeveloper Co-owners have the right to elect a number of members of the

Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (i) above. Application of this subsection does not require a change in the size of the Board of Directors.

3. If the calculation of the percentage of members of the Board of Directors that the nondeveloper Co-owners have the right to elect under subsection (ii), or if the product of the number of the members of the Board of Directors multiplied by the percentage of Units held by the nondeveloper Co-owners under subsection (b) results in a right of nondeveloper Co-owners to elect a fractional number of members of the Board of Directors, than a fractional election right of .5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the nondeveloper Co-owners have the right to elect. After application of this formula, the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate one (1) director as provided in subsection (i).

4. At the First Annual Meeting, three (3) directors shall be elected for a term of two (2) years and two (2) directors shall be elected for a term of one (1) year. At such meeting, all nominees shall stand for election as one slate and the three (3) persons receiving the highest number of votes shall be elected for a term of two (2) years and the two (2) persons receiving the next highest number of votes shall be elected for a term of one (1) year. At each annual meeting held thereafter, either two (2) or three (3) directors shall be elected, depending upon the number of directors whose terms expire. After the First Annual Meeting, the term of office (except for two (2) of the directors elected at the First Annual Meeting) of each director shall be two (2) years. The directors shall

hold office until their successors have been elected and hold their first meeting.

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

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

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

A. To manage and to administer the affairs of, and to maintain, the Condominium and the Common Elements thereof.

B. To levy and collect assessments against and from the Co-owner members of the Association and to use the proceeds thereof for the purposes of the Association.

C. To carry insurance and to collect and to allocate the proceeds thereof.

D. To rebuild improvements after casualty.

E. To contract for and employ persons, firms, corporations, or other agents to assist in the management, operation, maintenance and administration of the Condominium.

F. To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights of way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

G. To grant easements, rights of entry, rights of way, and licenses to, through, over, and with respect to the Common Elements of the Condominium on behalf of the members of the Association in furtherance of any of the purposes of the Association and to dedicate

to the public any portion of the Common Elements of the Condominium subject to the provisions of the Master Deed; provided, however, that any such action shall also be approved by affirmative vote of more than sixty (60%) percent of all Co-owners.

H. To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the Association and to secure the same by mortgage, pledge, or other lien on property owned by the Association provided, however, that any such action shall also be approved by affirmative vote of more than sixty (60%) percent of all of the Co-owners.

I. To make and enforce reasonable rules and regulations in accordance with Article VI, Section 12 of these ByLaws and to make and enforce resolutions and policies in furtherance of any or all of the purposes of the Association or of the Condominium Documents.

J. To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or by the Condominium Documents required to be performed by the Board.

K. To make rules and regulations and/or to enter into agreements with institutional lenders the purposes of which are to obtain mortgage financing for Unit Co-owners which is acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the Federal government or the State of Michigan or to satisfy the requirements of the United States Department of Housing and Urban Development.

L. To enforce the provisions of the Condominium Documents.

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto, but which shall not be a Co-owner or resident or affiliated with a Co-owner or resident) at a reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by

law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than three (3) years or which is not terminable by the Association upon sixty (60) days written notice thereof to the other party, and no such contract shall violate the provisions of Section 55 of the Act.

Section 6. Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a director by a vote of the members of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any director whom it is permitted in the first instance, under these Bylaws, to designate. Vacancies among nondeveloper Co-owner elected directors which occur prior to the Transitional Control Date may be filled only through election by nondeveloper Co-owners and 3) shall be filled in the manner specified in Section 2(b) of this Article.

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one (1) or more of the directors may be removed with or without cause by the affirmative vote of more than fifty (50%) percent of all of the Co-owners qualified to vote and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the directors appointed by it at any time or from time to time in it sole discretion. Any director elected by the nondeveloper Co-owners to serve before the First Annual Meeting of members may be removed before the First Annual Meeting by the nondeveloper Co-owners in the same manner set forth in this Section 7 above for removal of directors generally.

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

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time-to-time by a majority of the Board of Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally, by mail,

telephone or telegraph, at least five (5) days prior to the date named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President upon three (3) days' notice to each director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) directors.

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

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

Section 13. Closing Of Board Of Directors' Meetings To Members: Privileged Minutes. The Board of Directors, in its discretion, may close a portion or all of any meeting of the Board of Directors to the members of the Association or may permit members of the Association to attend a portion or all of any meeting of the Board of Directors. Any member of the Association shall have the right to inspect, and make copies of, the minutes of the meetings of the Board of Directors; provided, however, that no member of the Association shall be entitled to review or copy any minutes of meetings of the Board of Directors to the extent that said minutes reference privileged communications between the Board of Directors and counsel for the Association, or any other matter to which a privilege against disclosure pertains under Michigan Statute, common law, the Michigan Rules of Evidence, or the Michigan Court Rules.

Section 14. Action By Written Consent. Any action permitted to be taken by the Board of Directors at a meeting of the Board shall be valid if consented to in writing by the requisite majority of the Board of Directors.

Section 15. Actions Of First Board Of Directors Binding. All of the actions (including, without limitation, the adoption of these Bylaws and any rules and regulations, policies or resolutions for the Association, and any undertakings or contracts entered into with others on behalf of the Association) of the First Board of Directors of the Association named in its Articles of Incorporation or any successors thereto appointed by the Developer before the First Annual Meeting of members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the First Annual Meeting of members or at any subsequent annual meeting of members, provided that such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium Documents.

Section 16. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE XII
OFFICERS

Section 1. Officers. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice-President, Secretary and a Treasurer. The directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as, in their judgment, may be necessary. Any two (2) offices except that of President and Vice-President may be held by one (1) person.

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

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

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

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

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

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

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

ARTICLE XIII
SEAL

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

ARTICLE XIV
FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other nonprivileged Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The cost of any such audit and any accounting expenses shall be expenses of administration.

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

Section 3. Depositories. The funds of the Association shall be initially deposited in such bank or savings association as may be designated by the directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time-to-time in accounts or deposit certificates of such banks or savings associations as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government or in such other depositories as may be adequately insured in the discretion of the Board of Directors. Any withdrawals from Association accounts and any check written on Association accounts shall require the signatures of two officers of the Association.

ARTICLE XV

INDEMNIFICATION OF OFFICERS AND DIRECTORS: DIRECTORS' AND OFFICERS' INSURANCE

Section 1. Indemnification Of Directors And Officers. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and accounts 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 (10) days prior to payment of any indemnification which it has approved, the Association shall notify all Co-owners thereof.

Section 2. Directors' And Other Officers' Insurance. The Association shall provide liability insurance for every director and every officer of the Association for the same purposes provided above in Section 1 and in such amounts as may reasonably insure against potential liability arising out of the performance of their respective duties. With the prior written consent of the Association, a director or an officer of the Association may waive any liability insurance for such director's or officer's personal benefit. No director or officer shall collect for the same expense or liability under Section 1 above and under this Section 2; however, to the extent that the liability insurance provided herein to a director or officer was not waived by such director or officer and is inadequate to pay any expenses or liabilities otherwise properly indemnifiable under the terms hereof, a director or officer shall be reimbursed or indemnified only for such excess amounts under Section 1 hereof.

ARTICLE XVI
AMENDMENTS

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

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

Section 3. Voting. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than sixty-six and two-thirds (66-2/3%) percent of mortgagees shall be required with each mortgagee to have one (1) vote for each mortgage held. During the Construction and Sales Period, these Bylaws may not be amended in any manner so as to materially affect and/or impair the rights of the Developer, unless said amendment has received the prior written consent of the Developer. Notwithstanding anything to the contrary, no amendment may be made to Article III, Section 4 of these Bylaws at any time without the written consent of the Developer.

Section 4. By Developer. Prior to the Transitional Control Date, these Bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not materially alter or change the rights of a Co-owner or mortgagee, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the Federal government or the State of Michigan.

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

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

Section 7. Township Approval. No amendment as set forth above shall be effective which purports to affect a right of approval granted to, or reserved by, Marion Township under any condominium documents, or that would otherwise affect any approval

granted by Marion Township in regard to the Condominium Project without the Township of Marion giving if s express approval.

ARTICLE XVII
COMPLIANCE

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

ARTICLE XVIII
DEFINITIONS

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

ARTICLE XIX
REMEDIES FOR DEFAULT

Section 1. Relief Available. Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

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

B. Recovery Of Costs. In the event of a default of the Condominium Documents by a Co-owner and/or nonco-owner resident or guest, the Association shall be entitled to recover from the Co-owner and/or nonco-

owner resident or guest, the relitigation costs and attorney fees incurred in obtaining their compliance with the Condominium Documents. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney fees (not limited to statutory fees) as may be determined by the Court, but in no event shall any Co-owner be entitled to recover such attorney fees. The Association, if successful, shall also be entitled to recoup the costs and attorney fees incurred in defending any claim, counterclaim or other matter from the Co-owner asserting the claim, counter claim or other matter.

C. Removal And Abatement. The violation of any of the provisions of the Condominium Documents, including the rules and regulations promulgated by the Board of Directors of the Association hereunder, shall also give the Association, or its duly authorized agents, the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co- owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

D. Assessment of Fines. The violation of any of the provisions of the Condominium Documents, including any of the rules and regulations promulgated by the Board of Directors of the Association hereunder, by any Co-owner, in addition to the rights set forth above, shall be grounds for assessment by the Association of a monetary fine for such violation. No fine may be assessed unless the rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article VI, Section 12 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owner and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. Upon finding an alleged violation after an opportunity for hearing has been provided, the Board of Directors may levy a

fine in such amount as it, in its discretion, deems appropriate. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws.

Section 2. Nonwaiver of Right. The failure of the Association or of any Co-owner to enforce any right, provision, covenant, or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

Section 3. Cumulative Rights, Remedies, and Privileges. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 4. Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XX
RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the 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 retained by Developer or its successors shall expire and terminate, if not sooner assigned to the Association, at the conclusion of the Construction and Sales Period. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the Condominium and shall not,

under any circumstances, be construed to apply to or cause the termination and expiration of any real property or contract rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents), which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby.

ARTICLE XXI
SEVERABILITY

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

LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 207

EXHIBIT "B" TO THE MASTER DEED OF

TURTLE CREEK OF MARION

A SITE CONDOMINIUM

SECTIONS 3 & 4, T2N-R4E MARION TOWNSHIP
LIVINGSTON COUNTY, MICHIGAN

ATTENTION: COUNTY REGISTER OF DEEDS
THE CONDOMINIUM PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE PROPERLY SHOWN IN THE TITLE ON THIS SHEET, AND IN THE SURVEYOR'S CERTIFICATE ON SHEET 5.

CIVIL ENGINEERS
ADVANTAGE CIVIL ENGINEERING, INC.
110 E. GRAND RIVER
HOWELL, MI. 48843
(517) 545-4141

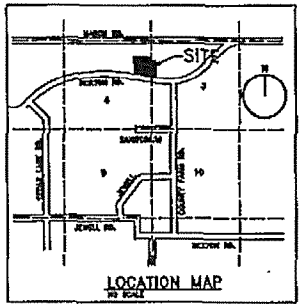
DEVELOPER:
MITCH HARRIS BUILDING CO., INC
211 N. 1st
BRIGHTON, MICHIGAN 48116
(810) 229-7838

DRAWING INDEX

LEGAL DESCRIPTION

Part of the Northwest Fractional 1/4 of Section 3 and the Northeast Fractional 1/4 of Section 4, T2N-R4E, Marion Township, Livingston County, Michigan, more particularly described as follows: Commencing at the West 1/4 Corner of Section 3 and East 1/4 Corner of Section 4; thence along the line common to Sections 3 and 4, N 01°22'22" W, 1379.14 feet (recorded as North 1384.5 feet), to the POINT OF BEGINNING of the Parcel to be described; thence along the centerline of Norton Road, S 89°52'41" W (recorded as West), 1064.17 feet; thence N 01°19'45" W, 1542.48 feet (recorded as North, 1543 feet); thence S 89°48'52" E, 176.00 feet; thence along the South line of a survey by Boss Engineering Company recorded in Liber 1388 on Pages 258-259 of the Livingston County Records, S 89°53'17"E, 887.11 feet; thence along the line common to Sections 3 and 4, S 01°22'22" E, 187.44 feet; thence along the South line of the previously described Boss Engineering Company survey, N 89°55'55" E, 449.23 feet (recorded as East, 448.5 feet); thence along the West line of a survey by Boss Engineering Company recorded in Liber 1549 on Pages 598-600 of the Livingston County Records, S 01°15'17" E, 1352.11 feet (recorded as South 1347 feet); thence along the centerline of Norton Road, N 89°51'14" W, 448.49 feet (recorded as West 444 feet), to the POINT OF BEGINNING; Containing 51.49 acres, more or less, and subject to the rights of the public over the existing Norton Road. Also subject to any other easements or restrictions of record.

LOCATION MAP



PROPOSED DATED 10-12-2000

DEVELOPER: MITCH HARRIS BLDG. CO. 211 N 1st BRIGHTON, MI. 48116 (810) 229-7838

TURTLE CREEK OF MARION
SITE CONDOMINIUM
COVER SHEET

ADVANTAGE CIVIL ENGINEERING

DATE: 9-27-00
DRAWN BY: BM
CHECKED BY: PCK
JOB NO.: 98088
DRAWING NO. 1

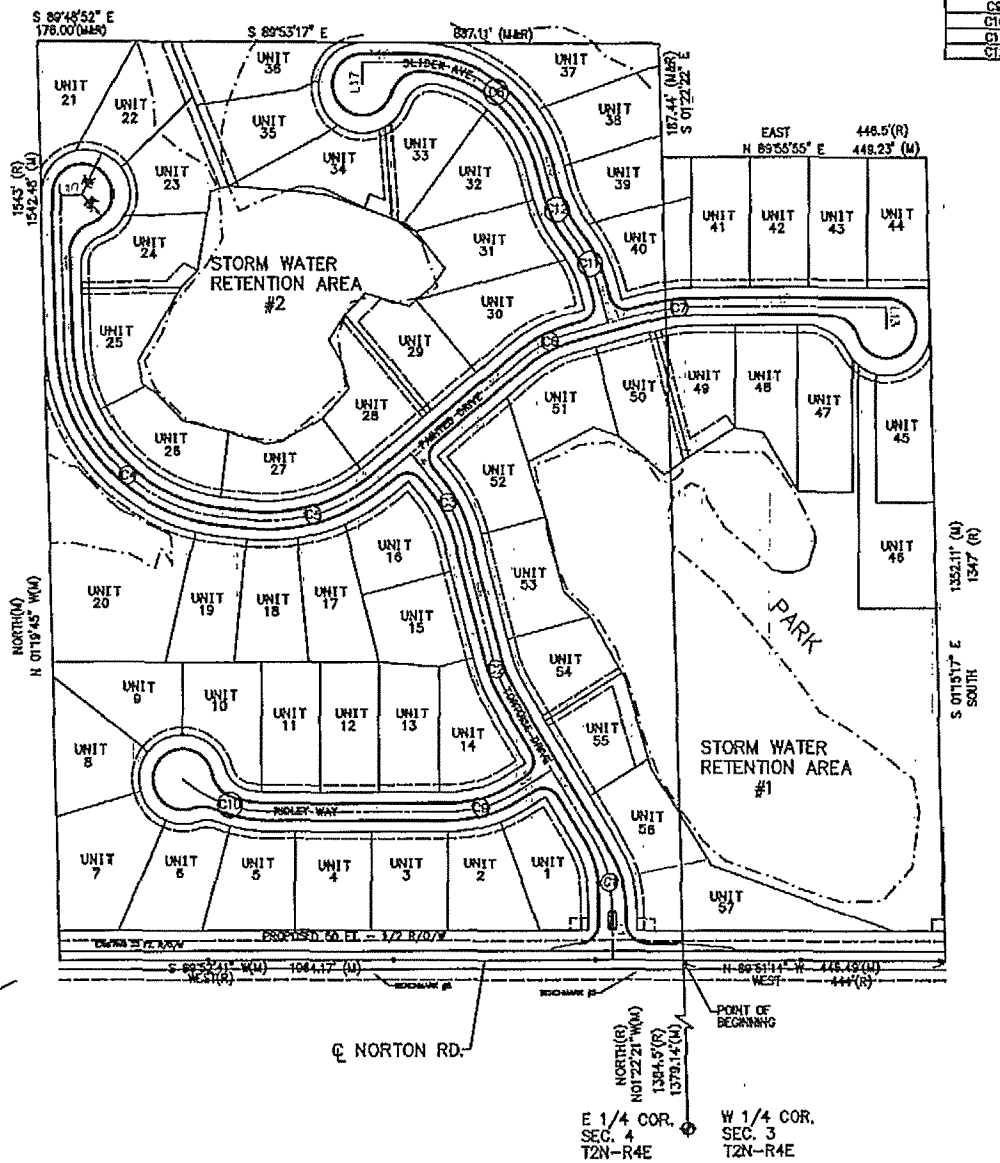
BENCHMARKS

BM #1: R.R. SPIKE IN N. SIDE POWER POLE, SOUTH SIDE OF NORTON RD., WEST OF DRIVE TO HOUSE #3225. ELEV = 984.72 N.V.G.D.

BM #2: N.E. CORNER TOP OF CONCRETE HEADWALL, EAST SIDE OF DRIVE TO HOUSE #3105. ELEV = 913.37 N.V.G.D.

BM #3: NAIL IN POWER POLE, SOUTH SIDE OF NORTON RD., WEST OF DRIVE TO HOUSE #3045. ELEV = 918.83 N.V.G.D.

SCALE 1"=100'



CENTERLINE CURVE DATA

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	230.00'	124.87'	64.01'	123.34'	N15°40'30"W	31°06'23"
C2	230.00'	66.86'	33.67'	66.63'	S22°34'00"E	16°39'24"
C3	230.00'	101.03'	51.35'	100.22'	N27°09'22"W	25°10'08"
C4	300.00'	432.13'	263.24'	395.73'	N42°35'41"W	82°31'52"
C5	300.00'	240.23'	126.97'	233.88'	N73°11'58"E	45°52'49"
C6	230.00'	99.66'	50.62'	98.88'	N62°40'19"E	24°49'31"
C7	230.00'	59.60'	29.97'	59.43'	S82°30'30"W	14°50'50"
C8	230.00'	300.96'	176.40'	279.94'	N52°24'06"W	74°58'22"
C9	230.00'	124.87'	64.01'	123.34'	S74°19'30"W	31°08'23"
C10	230.00'	155.98'	81.11'	152.99'	N70°41'48"W	38°51'03"
C11	230.00'	94.38'	47.88'	93.72'	N26°40'14"W	23°30'37"
C12	230.00'	94.38'	47.88'	93.72'	N26°40'14"W	23°30'37"

CENTERLINE TANGENT DATA

LINE	DIRECTION	DISTANCE
L1	N00°07'19"W	85.99'
L2	N31°13'41"W	282.32'
L3	S14°34'18"E	208.75'
L4	S39°44'28"E	66.94'
L5	S58°46'19"W	72.43'
L6	S89°52'41"W	301.40'
L7	N50°15'34"E	315.64'
L8	S83°51'37"E	45.97'
L9	S01°19'45"E	248.51'
L10	S88°40'15"W	38.50'
L11	N75°05'05"E	150.81'
L12	N89°55'55"E	330.89'
L13	S00°04'05"E	38.50'
L14	S14°54'55"E	65.00'
L15	N14°54'55"W	35.06'
L16	N89°53'17"W	88.74'
L17	N00°06'43"E	38.50'

PROPOSED DATED 10-12-2000

MITCH HAYNES BLDG. CO.
211 N. 1st
BRIGHTON, MI. 48116
(810) 229-7335

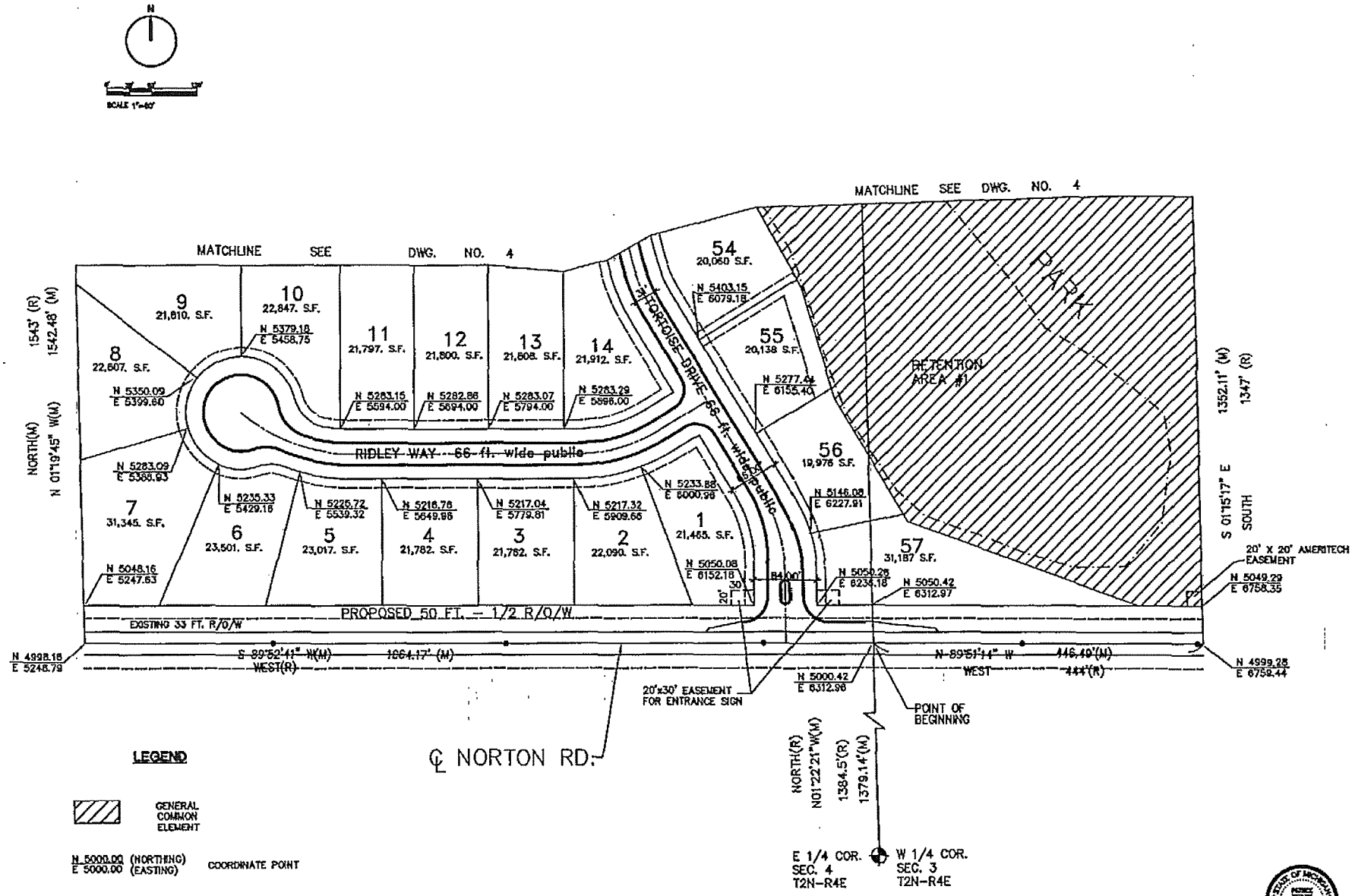
TURTLE CREEK OF MARION
SITE CONDOMINIUM

COMPOSITE PLAN

ADVANTAGE CIVIL ENGINEERING

DATE: 10-12-00
DRAWN BY: BH
CHECKED BY: PGK
JOB NO.: 99036

DRAWING NO. 2



PROPOSED DATED 10-12-2000

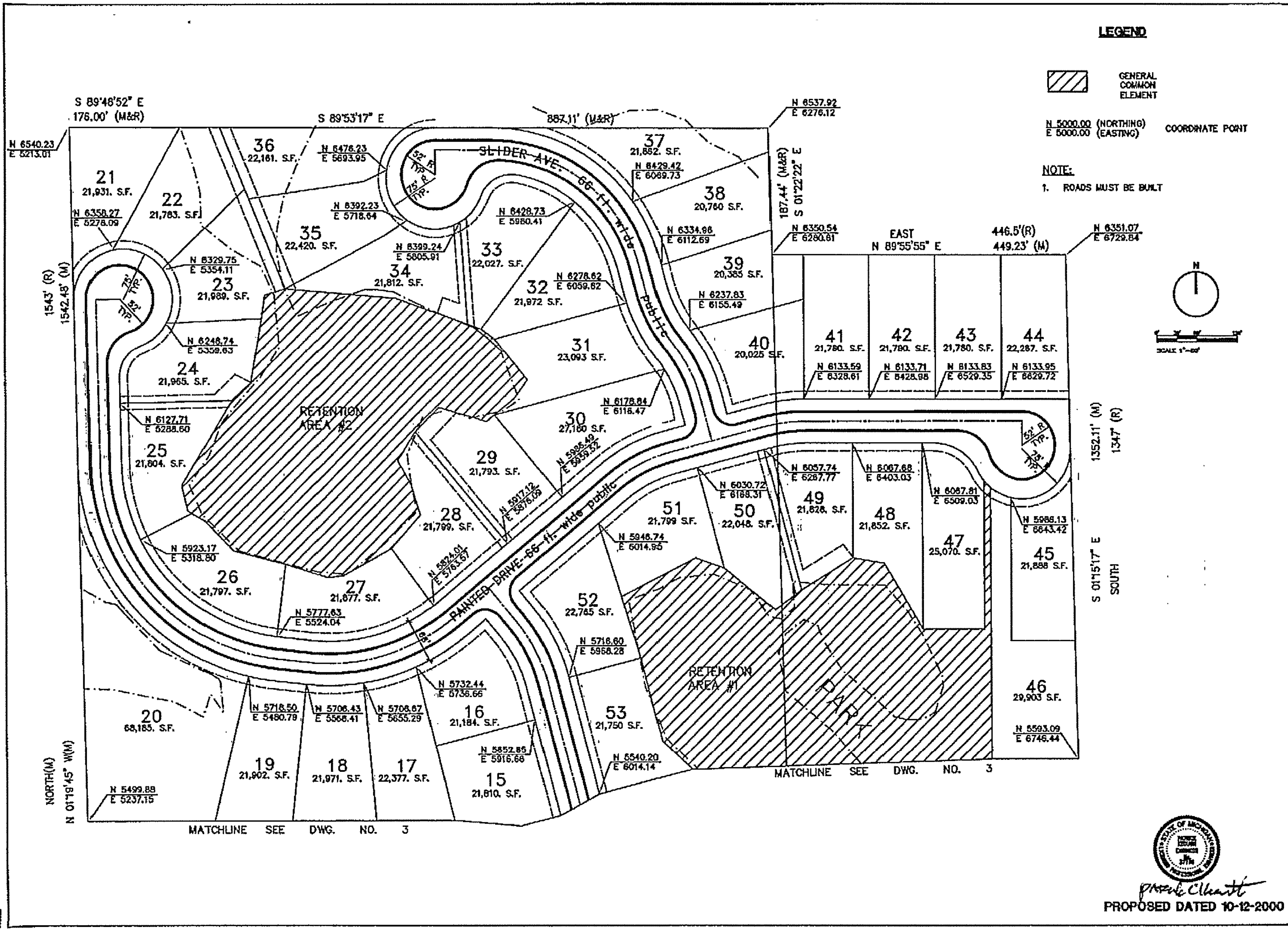
DEVELOPER: MITCH HARRIS BLDG. CO. 211 N. 1st BRIGHTON, MI. 48116 (810) 229-7838

TURTLE CREEK OF MARION
SITE CONDOMINIUM
SITE PLAN

ADVANTAGE CIVIL ENGINEERING

DRAWING No. 3

LIBER 2861 PAGE 0860



PROPOSED DATED 10-12-2000

TURTLE CREEK OF MARION
SITE CONDOMINIUM
SITE PLAN

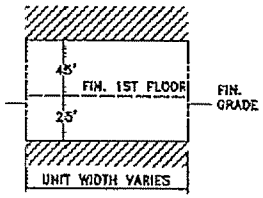
ADVANTAGE CIVIL ENGINEERING

DEVELOPER: MITCH HARRIS BLDG. CO.

DRAWING NO. 4

NOTES

1. ALL DIMENSIONS ARE IN FEET.
2. ● UNIT CORNER IRONS TO BE SET WITHIN ONE YEAR OF COMPLETION OF SITE WORK.
3. ◎ EXTERIOR BOUNDARY MONUMENTS TO BE SET WITHIN ONE YEAR OF COMPLETION OF SITE WORK.
4. ALL BEARINGS BASED ON THE PLAT OF "HOWELL HEIGHTS", A SUBDIVISION AS RECORDED IN LIBER 17 OF PLATS, PAGES 36-38, LIVINGSTON CO. RECORDS
5. (NR) INDICATES NON RADIAL LINE.
6. (R) INDICATES RADIAL LINE.
7. (FF) INDICATES PROPOSED 1st FLOOR ELEVATION
8. EXTERIOR BOUNDARY SURVEY INFORMATION UTILIZED FROM ADVANTAGE CIVIL ENGINEERING, INC. JOB NUMBER 98038 PEFORMED FOR THE DANICK CORPORATION DATED 09/30/98.



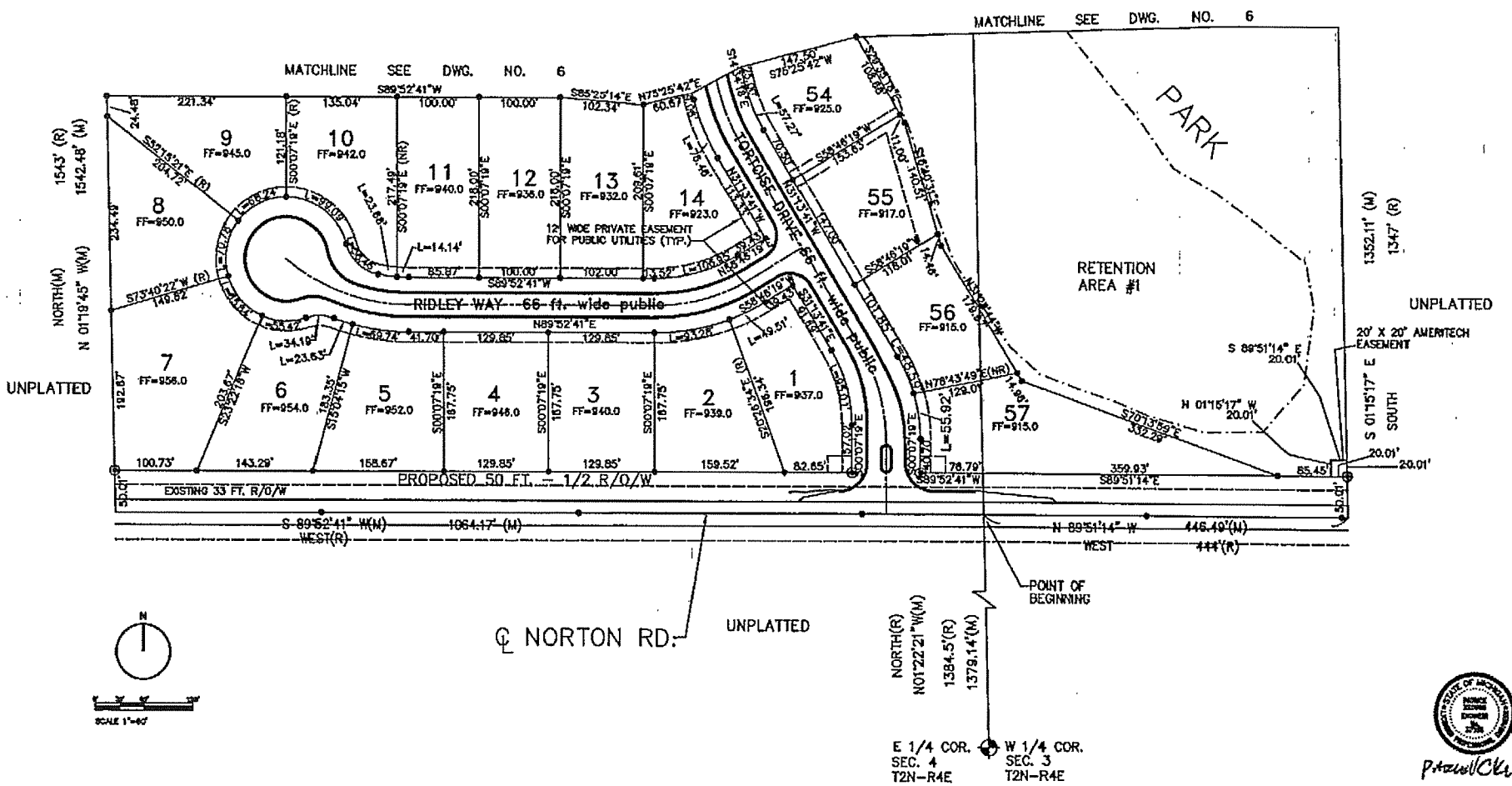
NO SCALE

ENGINEER'S/SURVEYOR'S CERTIFICATE:

I, PATRICK C. KEOUGH, PROFESSIONAL ENGINEER OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SUBDIVISION PLAN KNOWN AS LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. , AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION THAT THERE ARE NO EXISTING ENCROACHMENT'S UPON THE LANDS AND PROPERTY DESCRIBED EXCEPT AS SHOWN; THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978 ; THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978 ; THAT THE BEARINGS AS SHOWN ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

Patrick C Keough DATED: 10-12-2000

PATRICK C. KEOUGH NO. 37195
110 E. GRAND RIVER
HOWELL, MICHIGAN, 48843



SCALE 1"=60'

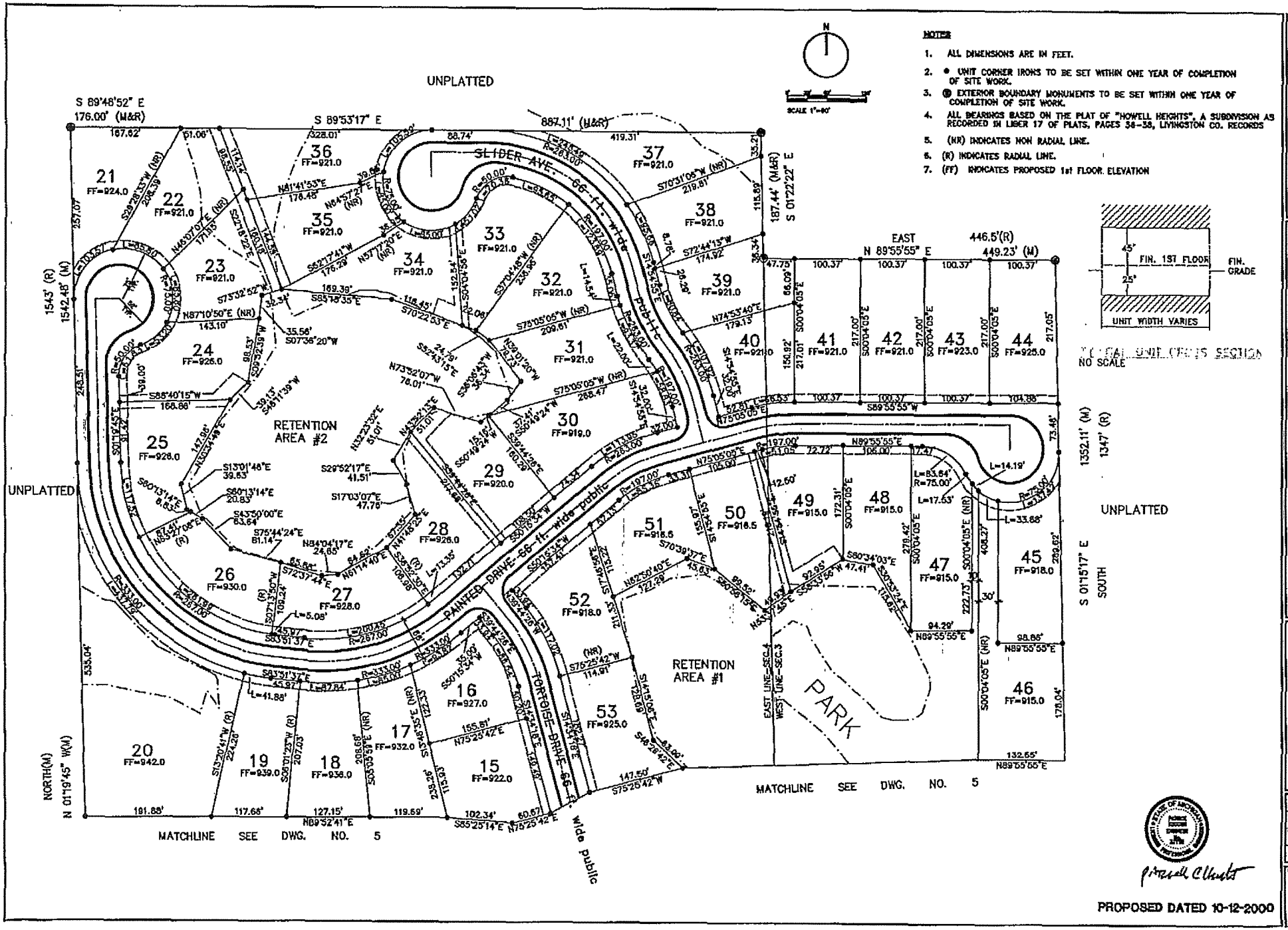
PROPOSED DATED 10-12-2000

DEVELOPER: MITCH HAYNES BLDG. CO. 211 N. 3RD BRIGHTON, MI. 48116 (810) 229-7030

TURTLE CREEK OF MARION
SITE CONDOMINIUM
SURVEY PLAN

ADVANTAGE CIVIL ENGINEERING

DATE: 10-12-00
DRAWN BY: BM
CHECKED BY: PCK
JOB No. 98038
DRAWING No. 5



NOTES

1. ALL DIMENSIONS ARE IN FEET.
2. ● UNIT CORNER IRONS TO BE SET WITHIN ONE YEAR OF COMPLETION OF SITE WORK.
3. ⊕ EXTERIOR BOUNDARY MONUMENTS TO BE SET WITHIN ONE YEAR OF COMPLETION OF SITE WORK.
4. ALL BEARINGS BASED ON THE PLAT OF "HOWELL HEIGHTS", A SUBDIVISION AS RECORDED IN LIBER 17 OF PLATS, PAGES 36-38, LIVINGSTON CO. RECORDS
5. (NR) INDICATES NON RADIAL LINE.
6. (R) INDICATES RADIAL LINE.
7. (FF) INDICATES PROPOSED 1st FLOOR ELEVATION

PROPOSED DATED 10-12-2000

TURTLE CREEK OF MARION
SITE CONDOMINIUM
SURVEY PLAN

ADVANTAGE CIVIL ENGINEERING

MITCH HARRIS BLDG. CO.
2111 N. 3rd
BRIGHTON, MI. 48116
(810) 229-7886

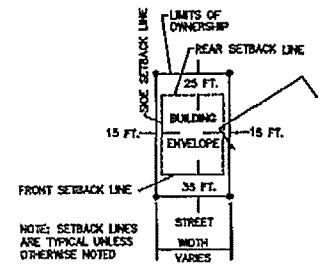
DRAWN BY: BH
CHECKED BY: PCH
JOB NO.: 00-066

DRAWING NO. 6

LIBER 2861 PAGE 0883

NOTES

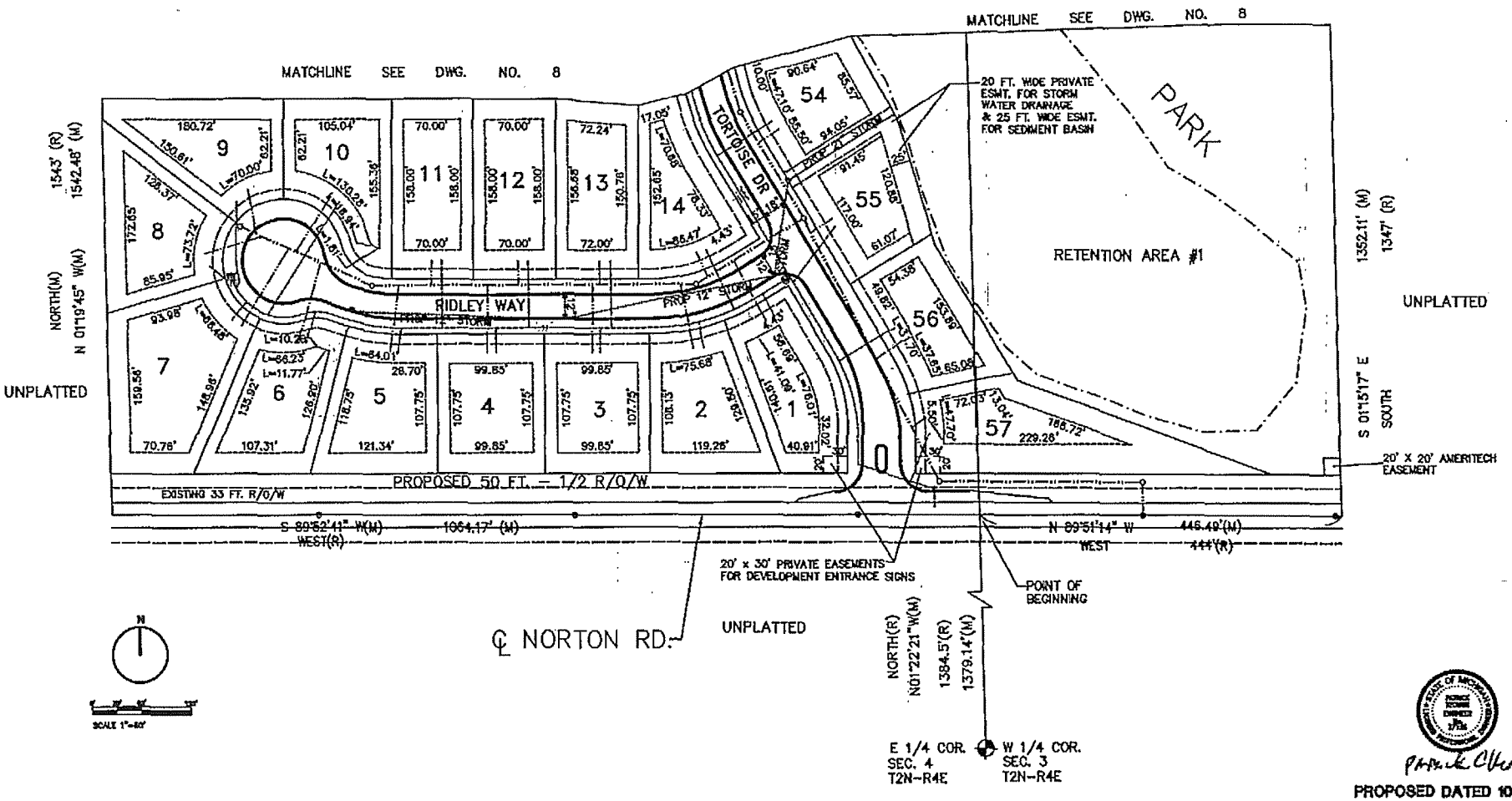
1. GAS, ELECTRIC, TELEPHONE, CABLEVISION LINES, AND THE SOURCE OF THEIR LOCATIONS WILL BE SHOWN ON AS-BUILT DRAWINGS.
2. TRUNK LINES FOR GAS, ELECTRIC, TELEPHONE, AND CABLEVISION MUST BE BUILT. INDIVIDUAL SERVICES NEED NOT BE BUILT.
3. ALL ROADS, STORM SEWERS AND STORMWATER DETENTION AREAS ALONG WITH SANITARY SEWER AND WATERMAIN MUST BE BUILT.
4. ALL UNITS TO BE SERVED BY PUBLIC WATER AND PUBLIC SANITARY SEWER, APPROVED BY THE LIVINGSTON CO. HEALTH DEPT.



TYPICAL UNIT PLAN
NO SCALE

LEGEND

- PROPOSED STORM SEWER
- PROPOSED CATCH BASINS
- PROPOSED SANITARY SEWER (8" DIA.)
- PROPOSED SANITARY SEWER LEAD (6" DIA.)
- PROPOSED WATERMAIN (8" DIA.)
- PROPOSED FIRE HYDRANT



PROPOSED DATED 10-12-2000

DEVELOPER
MITCH HARRIS BLDG. CO.
211 N. 1st
BRIGHTON, MI. 48116
(810) 229-7855

TURTLE CREEK OF MARION
SITE CONDOMINIUM
BUILDING ENVELOPE & UTILITY PLAN

ADVANTAGE CIVIL ENGINEERING

DATE: 10-10-00
DRAWN BY: BB
CHECKED BY: FCK
JOB NO.: 00099
DRAWING NO.: 7

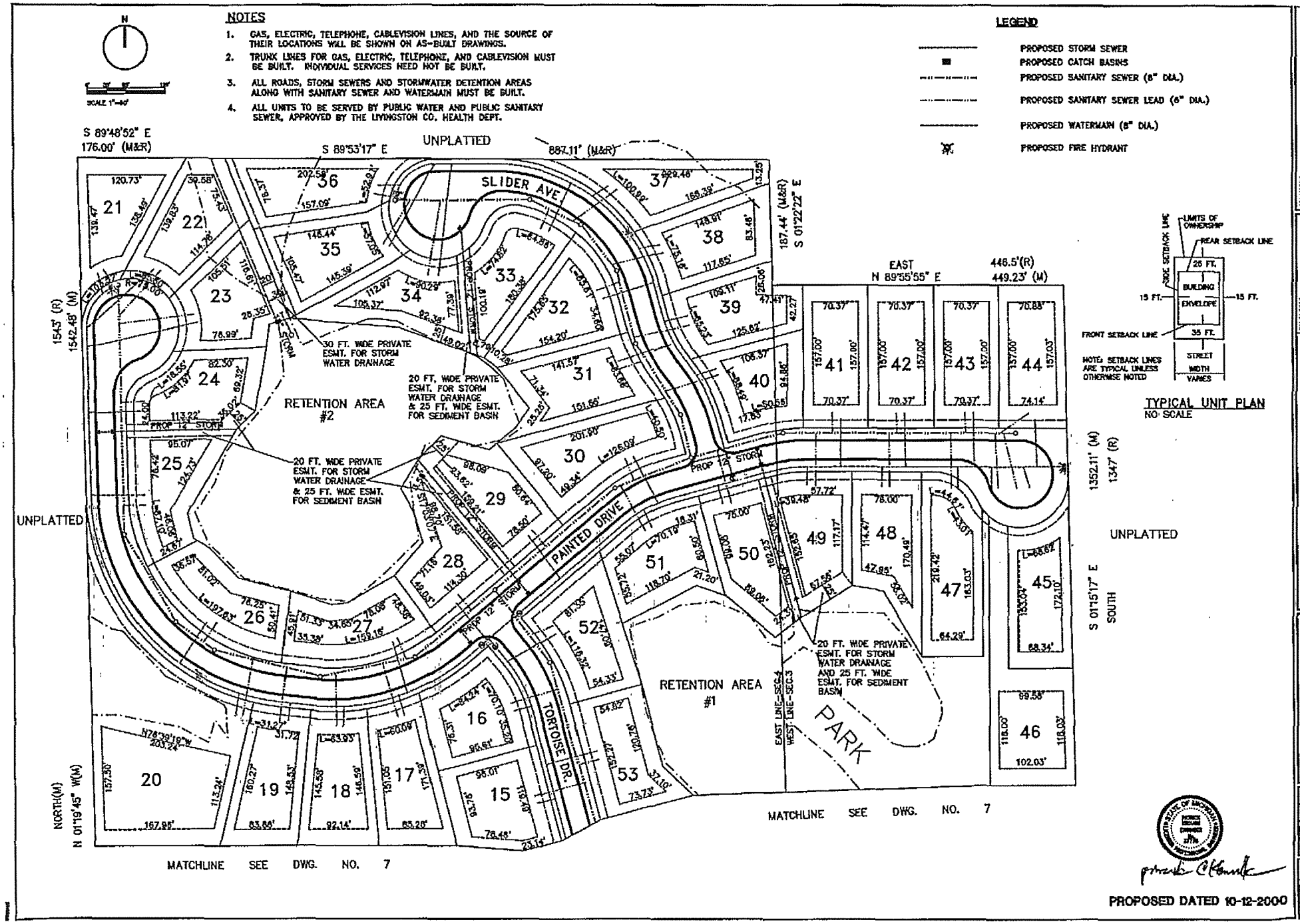

NOTES
1. GAS, ELECTRIC, TELEPHONE, CABLEVISION LINES, AND THE SOURCE OF THEIR LOCATIONS WILL BE SHOWN ON AS-BUILT DRAWINGS.
2. TRUNK LINES FOR GAS, ELECTRIC, TELEPHONE, AND CABLEVISION MUST BE BUILT. INDIVIDUAL SERVICES NEED NOT BE BUILT.
3. ALL ROADS, STORM SEWERS AND STORMWATER DETENTION AREAS ALONG WITH SANITARY SEWER AND WATERMAIN MUST BE BUILT.
4. ALL UNITS TO BE SERVED BY PUBLIC WATER AND PUBLIC SANITARY SEWER, APPROVED BY THE LIVINGSTON CO. HEALTH DEPT.
SCALE 1"=40'
LEGEND
PROPOSED STORM SEWER
PROPOSED CATCH BASINS
PROPOSED SANITARY SEWER (8" DIA.)
PROPOSED SANITARY SEWER LEAD (6" DIA.)
PROPOSED WATERMAIN (8" DIA.)
PROPOSED FIRE HYDRANT
S 89°48'52" E 176.00' (M&R)
S 89°53'17" E
UNPLATTED
887.11' (M&R)
SLIDER AVE
187.44' (M&R) S 01°22'22" E
EAST N 89°55'55" E 446.5'(R) 449.23' (M)
1543' (R) 1542.48' (M)
30 FT. WIDE PRIVATE ESMT. FOR STORM WATER DRAINAGE
20 FT. WIDE PRIVATE ESMT. FOR STORM WATER DRAINAGE & 25 FT. WIDE ESMT. FOR SEDIMENT BASIN
RETENTION AREA #2
PROP 12" STORM
PAINTED DRIVE
TORTOISE DR.
RETENTION AREA #1
PARK
EAST LINE-SEC.4
WEST LINE-SEC.3
1352.11' (M) 1347' (R)
S 01°51'17" E
SOUTH
NORTH(M)
N 01°19'45" W(M)
MATCHLINE SEE DWG. NO. 7
MATCHLINE SEE DWG. NO. 7
UNPLATTED
UNPLATTED
TYPICAL UNIT PLAN
NO SCALE
LIMITS OF OWNERSHIP
REAR SETBACK LINE
SIDE SETBACK LINE
25 FT.
BUILDING ENVELOPE
15 FT.
15 FT.
35 FT.
FRONT SETBACK LINE
STREET WIDTH VARIES
NOTE: SETBACK LINES ARE TYPICAL UNLESS OTHERWISE NOTED
PROPOSED DATED 10-12-2000
DEVELOPER: MITCH HARRIS BLDG. CO. 211 N. 1st BRIGHTON, MI. 48116 (810) 229-7885
TURTLE CREEK OF MARION
SITE CONDOMINIUM
BUILDING ENVELOPE & UTILITY PLAN
ADVANTAGE CIVIL ENGINEERING
DATE: 11-17-00
DRAWN BY: BH
CHECKED BY: POK
JOB NO. 98088
DRAWING NO. 8

EXHIBIT "C"

Michigan Department of Consumer and Industry Services

Filing Endorsement

This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT

for

TURTLE CREEK OF MARION

ID NUMBER: 752446

received by facsimile transmission on September 12, 2000 is hereby endorsed

Filed on September 13, 2000 by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 13th day of September, 2000.

, Director

Corporation, Securities and Land Development Bureau

Sent by Facsimile Transmission 02690

STATE OF MICHIGAN
DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU
CORPORATION DIVISION

ARTICLES OF INCORPORATION OF TURTLE CREEK OF MARION CONDOMINIUM HOMEOWNERS ASSOCIATION

These articles of incorporation are signed by the incorporator to form a Nonprofit Corporation under Michigan's Nonprofit Corporation Act, MCLA 450.2101 et seq., MSA 21.197(101) et seq.

ARTICLE I

The name of the corporation is TURTLE CREEK OF MARION CONDOMINIUM HOMEOWNERS ASSOCIATION.

ARTICLE II

The purposes for which the corporation is formed are to provide an entity pursuant to the Michigan Condominium Act, MCLA 559.101 et seq., MSA 26.50(101) et seq., for the operation of condominium property in Livingston County, Michigan, and, in furtherance of this operation,

1. To maintain, operate, and manage the common elements and improvements;

2. To levy and collect assessments from members to defray the costs, expenses, and losses of the condominium;

3. To employ personnel, to contract for the maintenance, administration, and management of the condominium, and to delegate necessary powers and duties to such personnel;

4. To purchase insurance on the common elements of the condominium and to collect and allocate the proceeds;

5. To make and enforce reasonable rules and regulations concerning the use of the condominium property in furtherance of the master deed and bylaws;

6. To authorize and approve the signing of contracts, deeds, and easements affecting the common elements; and

7. In general, to carry on any other business in connection with these purposes, with all the powers conferred on nonprofit corporations by Michigan law.

Article II - continued

All funds and the titles to all properties acquired by the corporation and their proceeds shall be held in trust for the members in accordance with the provisions of the bylaws of the association.

ARTICLE III

The address of the registered office is 211 North First Street, Brighton, Michigan 48116.

The mailing address of the registered office is 211 North First Street, Brighton, Michigan 48116.

The name of the resident agent at the registered office is Mitch Harris.

ARTICLE IV

The corporation is organized on a non-stock basis. The corporation has no real property or personal property and the value of its assets is "none".

The corporation is to be financed by the assessment of members to defray the costs and expenses incurred by the Condominium Association.

ARTICLE V

The name and address of the incorporator is as follows:

Name	Residence or Business Address
Richard A. Heikkinen	110 North Michigan Avenue Howell, Michigan 48843

ARTICLE VI

The name and address of the member of the first board of directors is as follows:

Name	Residence or Business Address
Mitch Harris	211 North First Street Brighton, Michigan 48116

ARTICLE VII

The term of the corporation shall be perpetual.

ARTICLE VIII

The corporation is organized on a membership basis, and each co-owner of record of a unit in the condominium, including the developer until all units have been sold, shall be a member of the corporation. Membership shall not be assigned, pledged, encumbered, or transferred in any manner except as an appurtenance of a unit. The directors named in these articles shall also be members of the corporation until their successors have been elected and qualified.

Each member of the corporation shall be entitled to one vote, the value and the manner of exercise of which are to be determined in accordance with the bylaws of the corporation.

ARTICLE IX

Any action required or permitted by the Michigan Non-Profit Corporation Act to be taken at an annual or special meeting of members may be taken without a meeting, without prior notice, and without a vote if the number of members with the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all members entitled to vote were present and voted consent to the action in writing. Prompt notice of the taking of corporate action without a meeting by less than unanimous consent shall be given to members who have not consented in writing.

ARTICLE X

No contract or other transaction between this corporation and any other corporation, firm, or association shall be subject to cancellation (other than as provided by MCLA 559.101 et seq., MSA 26.50(101) et seq.) because one or more of the directors or officers of the corporation are interested in or are directors or officers of the other corporation, firm, or association. Any individual director or officer may be a party to or may be interested in any contract or transaction of the corporation. However, the contract or other transaction must be fair and reasonable to the corporation when it is authorized, approved, or ratified, and the individual must disclose the material facts about the relationship or interest to the board or committee before it authorizes, approves, or ratifies the contract or transaction by a sufficient vote that does not include the vote of the interested director or officer. Any person who becomes a director or an officer of the corporation is relieved from any liability that might otherwise exist from contracting with the corporation for the benefit of that person or any firm, association, or corporation in which the person is otherwise interested in as stated in this article.

ARTICLE XI

The members of the board shall be volunteer directors within the meaning of 1987 PA 170 (codified as amended in scattered sections of MCLA Chapter 450). A volunteer director shall not be personally liable to the corporation or to its members for monetary damages for a breach of the director's fiduciary duty arising under applicable law. However, this article shall not eliminate or limit the liability of a director for any of the following:

1. A breach of the director's duty of loyalty to the corporation or its members.

2. Acts or omissions not in good faith or that involve intentional misconduct or knowing violation of law.

3. A violation of MCLA 450.2551(1), MSA 21.197(551)(1).

4. A transaction from which the director derived an improper personal benefit.

5. An act or omission that is grossly negligent.

6. An act or omission occurring before this document is filed.

A volunteer director shall be personally liable for monetary damages for a breach of fiduciary duty as a director to the corporation and its members to the extent stated in this article. Any repeal or modification of this article shall not adversely affect any right or protection of any volunteer director regarding any acts or omissions occurring before the repeal or modification.

ARTICLE XII

These articles may be amended only by an affirmative vote of at least two-thirds of the entire membership of the corporation. No amendment may change the qualifications for membership or the voting rights of members without the unanimous consent of the membership.

ARTICLE XIII

If the existence of the corporation is terminated for any reason, all assets of the corporation remaining after the payment of obligations imposed by applicable law shall be distributed among the members of the corporation according to each member's interest in the common elements of the project.

Dated: Sept 12, 2000

Richard A. Heikkinen
Incorporator

EXHIBIT "D"

AGREEMENT FOR THE ESTABLISHMENT OF A COUNTY DRAIN AND COUNTY DRAINAGE DISTRICT FOR THE TURTLE CREEK OF MARION CONDOMINIUM PURSUANT TO SECTION 433 OF ACT NO. 40 OF THE PUBLIC ACTS OF 1956, AS AMENDED

THIS AGREEMENT, made and entered into this day 30th of September, 2000, by and between BRIAN JONCKHEERE, LIVINGSTON COUNTY DRAIN COMMISSIONER, hereinafter referred to as "Drain Commissioner" behalf of the proposed Turtle Creek of Marion Drain, Drainage District; and Mitch Harris Building Company, Inc., a Michigan corporation, as owner of the land described in Exhibit A attached hereto, hereinafter referred to as "Landowner".

WITNESSETH:

WHEREAS, Section 433 of Act No. 40 of the Public Acts of 1956, as amended, authorizes the Drain Commissioner to enter into an Agreement with the Landowner and Developer, if any, to establish a drain which was constructed by the Landowner or Developer to service an area of its own land as a County Drain; and,

WHEREAS, Landowner, pursuant to Section 433 of Act No. 40 of 1956, as amended, wishes to provide drainage service to its own lands and has requested same to be established and dedicated as a County Drain under the jurisdiction of the Livingston County Drain Commissioner; and,

WHEREAS, Landowner has been advised and understands and agrees to assume the total cost of the construction of the drain to include engineering, inspection, easement acquisition, legal and administrative expenses and costs attendant to this Agreement; and,

WHEREAS, Landowner further understands that the Drain constructed, or to be constructed, pursuant to this Agreement, when finally accepted by the Drain Commissioner, will be known as the Turtle Creek of Marion Drain and that the land to be drained will be known and constituted as the Turtle Creek of Marion Drain, Drainage District and will be subject to assessments, for costs of future operation, inspection, maintenance and improvement; and,

WHEREAS, Landowner has agreed to assume and pay all costs as set forth herein, and,

WHEREAS, Landowner has obtained, at its own expense, a certificate from a registered professional engineer satisfactory to the Drain Commissioner to the effect that the Drain has sufficient capacity to provide adequate drainage service without detriment to or diminution of the drainage service which the outlet currently provides. A copy of said certificate being attached hereto as Exhibit "B".

NOW, THEREFORE, in consideration of the premises and covenants of each, the parties hereto agree as follows:

1. Landowner agrees to construct and/or has constructed, at its expense, the Drain in accordance with plans and specifications approved by the Drain Commissioner.

2. The Landowner agrees to pay the costs of construction of said Drain and drainage facilities, including the acquisition of the necessary rights of way or easements, engineering, surveying, inspection, legal and administration costs. In addition, the Landowner has deposited with the Drain Commissioner an amount of money equivalent to five (5%) percent of the costs of construction of the Drain, not to exceed Two Thousand Five Hundred and No/100 ($2,500.00) Dollars, which monies are to be deposited in a special drain fund to be used for future maintenance of the Drain, hereinafter referred to as "Turtle Creek of Marion Drain Maintenance Fund."

3. That the Landowner shall secure, at its own expense, all easements or rights of way necessary for the construction of the Drain over and across the properties owned by Landowner and across such other lands as necessary for the construction of the Drain from the point of beginning at the outlet to the point of ending. Said easements or rights of way shall be secured in writing and in a form acceptable to the Drain Commissioner. The Landowner shall be responsible for all costs for the recording of said easements, as directed, by the Drain Commissioner.

4. Landowner shall secure all necessary permits or authorizations as may be required by local, state or federal law and provide copies to the Drain Commissioner. The Drain Commissioner shall be provided copies of all correspondence and reports involving any governmental agency with respect to the Drain.

5. The Turtle Creek of Marion Drain Maintenance Fund is agreed and understood as being for the sole benefit of the Turtle Creek of Marion Drain and use thereof may be made by the Turtle Creek of Marion Drain, Drainage District at large, or part thereof, and that such payment shall not relieve the subject property from any future assessments levied pursuant to the Drain Code of 1956, as amended.

6. Landowner agrees to indemnify and hold harmless the Drain Commissioner and the Turtle Creek of Marion Drain, Drainage District for any and all claims, damages, lawsuits, costs and expenses, arising out of or incurred as a result of the Drain Commissioner assuming responsibility for the drain under federal, state and/or local environmental laws and regulations, including all future amendments to such laws or regulations and the administrative and judicial interpretation thereof, except for liability arising out of the gross negligence or intentional wrongful conduct of the Drain Commissioner or its agents.

7. Modification, amendments or waivers of any provisions of the Agreement may be made only by the written mutual consent of the parties.

This Agreement shall become effective upon its execution by the Landowner and the Drain Commissioner and shall be binding upon the successors and assigns of each party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized officers as of the day and year first above written.

In the Presence of:

Kenneth E. Recker II

Lavonna M. Shaller

TURTLE CREEK OF MARION DRAIN

By: Brian Jonckheere
Brian Jonckheere
Livingston County Drain
Commissioner

In the Presence of:

Richard A. Heikkinen

Nancy A. Bogardus

MITCH HARRIS BUILDING COMPANY, INC.

By: Mitch Harris
Mitch Harris
Its President

STATE OF MICHIGAN]
]ss
COUNTY OF LIVINGSTON]

The foregoing instrument was acknowledged before me this 30th day of September, 2000, by Brian Jonckheere, Livingston County Drain Commissioner, to me known to be the person described

in and who executed the foregoing instrument and acknowledged the same to be his free act and deed.

Lavonna M. Shaller
Notary Public
Livingston County, Michigan
My commission expires: 9/30/2003

STATE OF MICHIGAN]
]ss
COUNTY OF LIVINGSTON]

30th The foregoing instrument was acknowledged before me this day of September, 2000, by Mitch Harris, President of Mitch Harris Building Company, Inc., a Michigan corporation, on behalf of the corporation.

Nancy A. Bogardus
Notary Public
Livingston County, Michigan
My commission expires: 6/26/2004

DRAFTED BY & RETURN TO:

Richard A. Heikkinen
THE HEIKKINEN LAW FIRM, P.C.
110 North Michigan Avenue
Howell MI 48843

RIDER "A"

Land in the Township of Marion, Livingston County, Michigan, described as follows:

Part of the Northwest fractional 1/4 of Section 3 and the Northeast fractional 1/4 of Section 4, T2N-R4E, Marion Township, Livingston County, Michigan, more particularly described as follows: Commencing at the West 1/4 corner of Section 3 and East 1/4 corner of Section 4; thence along the line common to Sections 3 and 4, North 01*22'22" West, 1379.14 feet (recorded as North 1384.5 feet), to the POINT OF BEGINNING of the Parcel to be described; thence along the centerline of Norton Road, South 89*52'41" West (recorded as West), 1064.17 feet; thence North 01*19'45" West, 1542.48 feet (recorded as North, 1543 feet); thence South 89*48'52" East, 176.00 feet; thence along the South line of a survey by Boss Engineering Company recorded in Liber 1386 on Pages 258-259 of the Livingston County Records, South 89*53'17" East, 887.11 feet; thence along the line common to Sections 3 and 4, South 01*22'22" East, 187.44 feet; thence along the South line of the previously described Boss Engineering Company survey, North 89*55'55" East, 449.23 feet (recorded as East, 446.5 feet); thence along the West line of a survey by Boss Engineering Company recorded in Liber 1549 on Pages 598-600 of the Livingston County Records, South 01*15'17" East, 1352.11 feet (recorded as South 1347 feet); thence along the centerline of Norton Road, North 89*51'14" West, 446.49 feet (recorded as West 444 feet), to the POINT OF BEGINNING; Containing 51.49 acres, more or less, and subject to the rights of the public over the existing Norton Road. Also subject to any other easements or restrictions of record. (Symbol * = degrees)

ADVANTAGE CIVIL ENGINEERING INC.

EXHIBIT B

I, **Patrick C. Keough,** a Registered Professional Engineer in the State of Michigan, do hereby certify to the following for the **Turtle Creek Site Condominium,** Drain Drainage District in Section **3 & 4** of **Marion Township:**

1. The above-mentioned lands to be developed naturally drain into the area served by the existing drains and that the existing drains are the only reasonable available outlet for the drainage from the lands to be developed.

2. To my knowledge, there is

   a. Existing capacity in the existing drains to serve the lands to be developed without detriment to or diminution of the storm drainage service provided or to be provided in the foreseeable future in the existing district.

   b. No foreseeable adverse impact on downstream proprietors created by the stormwater flow from the ***Turtle Creek Site Condominium*** *Drain Drainage District.*

Patrick C. Keough

Patrick C. Keough – 37195

Date: 11-6-2000

Drainage Certificate
(98038)

EXHIBIT "E"

RELEASE OF RIGHT OF WAY

For and in consideration of prospective benefits to be derived by reason of the construction, operating and maintaining of a certain Drain under the supervision of the Livingston County Drain Commissioner and the County of Livingston and the State of Michigan, as herein described, Mitch Harris Building Company, Inc., a Michigan Corporation, with offices at 211 N. First Street, Brighton, Michigan 48116, does hereby convey, as fee title owner of the entire property described in Rider "A" attached hereto, does hereby release to the Turtle Creek of Marion Drain Drainage District the Right of Way for a certain Drain, over and across the lands and situated in the Township of Marion, Livingston County and State of Michigan, which lands are described in Riders "B" and "C" attached hereto.

This conveyance includes a release of all claims to damages in any way arising from or incident to the opening and maintaining of said Drain across said premises and shall be deemed a sufficient conveyance to vest in the Drainage District an easement in said lands for the uses and purposes of drainage together with such rights of entry upon, passage over, deposit of excavated earth and storage of material and equipment on such lands, as may be necessary or useful for the construction, maintenance, cleaning out and repair of such drain.

WITNESSES:

Richard A. Heikkinen

Nancy A. Bogardus

DEVELOPER:
MITCH HARRIS BUILDING COMPANY, INC.

By: Mitch Harris
Its President

STATE OF MICHIGAN]
]ss
COUNTY OF LIVINGSTON]

The foregoing instrument was acknowledged before me this 30th day of September, 2000, by Mitch Harris, President of Mitch Harris Building Company, Inc., a Michigan corporation, on behalf of the corporation.

Richard A. Heikkinen
Notary Public
Livingston County, Michigan
My commission expires: 10/24/2001

DRAFTED BY & RETURN TO:

Richard A. Heikkinen
THE HEIKKINEN LAW FIRM, P.C.
110 North Michigan Avenue
Howell MI 48843

RIDER "A"

Land in the Township of Marion, Livingston County, Michigan, described as follows:

Part of the Northwest fractional 1/4 of Section 3 and the Northeast fractional 1/4 of Section 4, T2N-R4E, Marion Township, Livingston County, Michigan, more particularly described as follows: Commencing at the West 1/4 corner of Section 3 and East 1/4 corner of Section 4; thence along the line common to Sections 3 and 4, North 01*22'22" West, 1379.14 feet (recorded as North 1384.5 feet), to the POINT OF BEGINNING of the Parcel to be described; thence along the centerline of Norton Road, South 89*52'41" West (recorded as West), 1064.17 feet; thence North 01*19'45" West, 1542.48 feet (recorded as North, 1543 feet); thence South 89*48'52" East, 176.00 feet; thence along the South line of a survey by Boss Engineering Company recorded in Liber 1386 on Pages 258-259 of the Livingston County Records, South 89*53'17" East, 887.11 feet; thence along the line common to Sections 3 and 4, South 01*22'22" East, 187.44 feet; thence along the South line of the previously described Boss Engineering Company survey, North 89*55'55" East, 449.23 feet (recorded as East, 446.5 feet); thence along the West line of a survey by Boss Engineering Company recorded in Liber 1549 on Pages 598-600 of the Livingston County Records, South 01*15'17" East, 1352.11 feet (recorded as South 1347 feet); thence along the centerline of Norton Road, North 89*51'14" West, 446.49 feet (recorded as West 444 feet), to the POINT OF BEGINNING; Containing 51.49 acres, more or less, and subject to the rights of the public over the existing Norton Road. Also subject to any other easements or restrictions of record. (Symbol * = degrees)

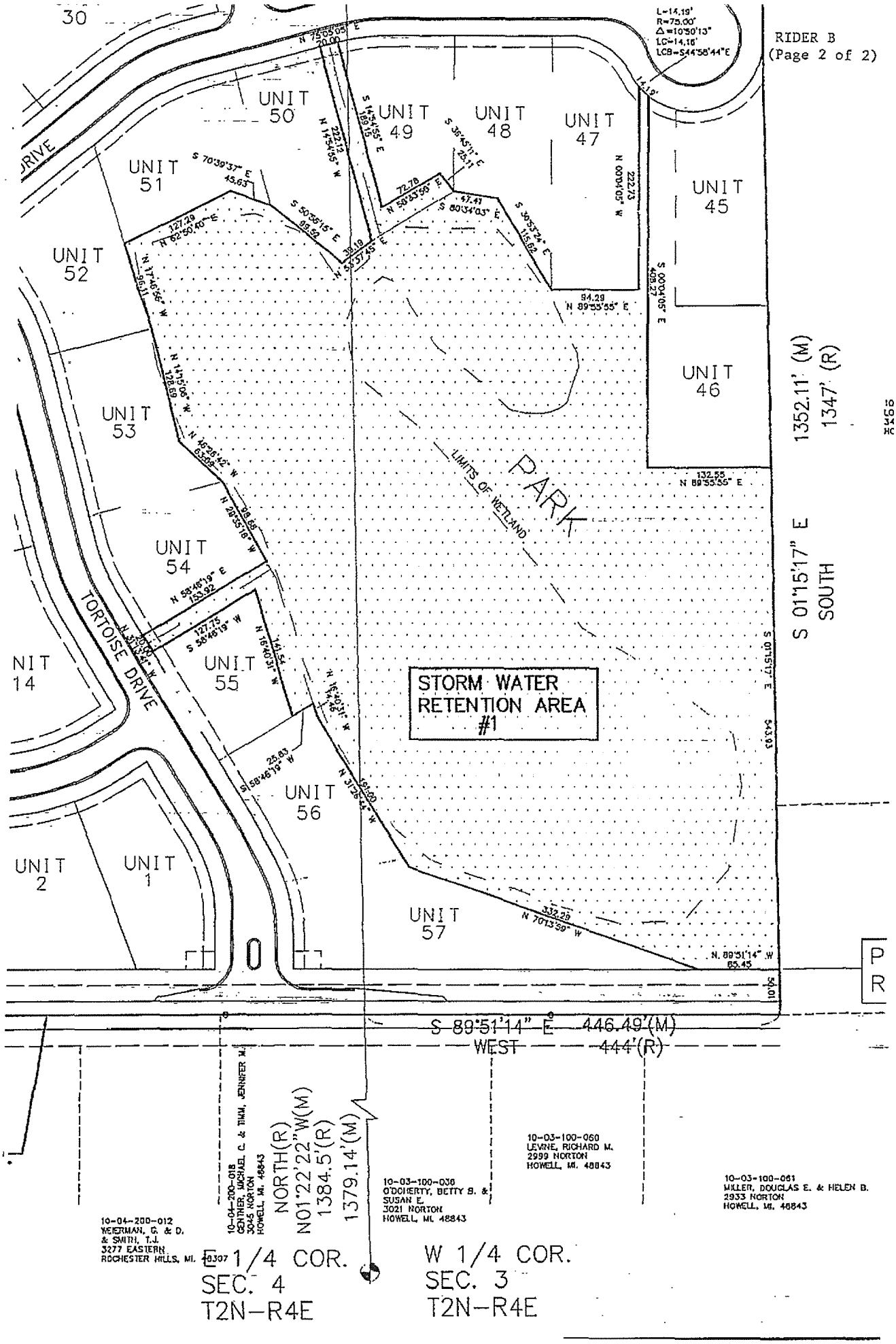
Legal Description

Storm Water Easements and Retention
Area #1

Part of the NW Frl. ¼ of Sec. 3, and the NE Frl. ¼ of Sec. 4, T2N-R4E, Marion Twp., Livingston County, Michigan, more particularly described as follows: Commencing at the West ¼ cor. of Sec. 3, and the East ¼ cor. of Sec. 4; Thence along the line common to Sections 3 and 4, N 01°22'22" W, 1379.14 feet, (recorded as North, 1384.5 feet) to the centerline of Norton Road right-of-way, (66 Ft. wide); Thence S 89°51'14" E along said centerline, 446.49 feet, (recorded as West, 444 feet), to the Southeast corner of proposed Turtle Creek of Marion Site Condominium; Thence N 01°15'17" W, (recorded as North), 50.01 feet to the proposed North right-of-way line of Norton Road, (proposed 50 foot – ½ right-of-way), and the point of beginning of the easement being described; Thence N 89°51'14" W along said North right-of-way line, 85.45 feet; Thence N 70°13'59" W, 332.29 feet; Thence N 31°28'44" W, 191.00 feet; Thence N 16°40'31" W, 14.46 feet; Thence S 58°46'19" W, 25.83 feet; Thence N 16°40'31" W, 141.54 feet; Thence S 58°46'19" W, 127.75 feet to the Northeasterly line of Tortise Drive; Thence N 31°13'41" W along said Northeasterly line, 20.00 feet; Thence N 58°46'19" E, 153.92 feet; Thence N 29°35'18" W, 98.68 feet; Thence N 46°26'42" W, 63.09 feet; Thence N 14°15'06" W, 128.69 feet; Thence N 17°46'56" W, 96.11 feet; Thence N 62°50'40" E, 127.29 feet; Thence S 70°39'37" E, 45.63 feet; Thence S 50°56'15" E, 99.52 feet; Thence N 53°37'45" E, 39.19 feet; Thence N 14°54'55" W, 222.12 feet to the southerly line of proposed Painted Drive; Thence N 75°05'05" E along said southerly line 20.00 feet; Thence S 14°54'55" E, 189.15 feet; Thence N 58°33'56" E, 72.78feet; Thence S 36°45'11" E, 25.11 feet; Thence S 80°34'03" E, 47.41 feet; Thence S 30°53'24" E, 115.62 feet: Thence N 89°55'55" E, 94.29 feet; Thence N 00°04'05" W, 222.73 feet to the southwesterly line of Painted Prive cul-de-sac; Thence southeasterly along said southwesterly line, 14.19 feet along the arc of a curve left, having a radius of 75.00 feet, central angel of 10°50'13", and a long chord bearing S 44°58'44" E, 14.16 feet; Thence S 00°04'05", 408.27 feet; Thence N 89°55'55" E, 132.55 feet to the East line of proposed Turtle Creek of Marion Site Condominium; Thence S 01°15'17" E, (recorded as South), along said East line, 543.93 feet to the point of beginning.

LIBER 2861 PAGE 088

RIDER B
(Page 2 of 2)



Legal Description

Storm Water Easements and Retention
Area #2

Part of the NW Frl. ¼ of Sec. 3, and the NE Frl. ¼ of Sec. 4, T2N-R4E, Marion Twp., Livingston County, Michigan, more particularly described as follows: Commencing at the W ¼ cor. of Sec. 3, and the East ¼ cor. of Sec. 4; Thence along the line common to sections 3 and 4, N 01°22'22" W, 1379.14 feet, (recorded as North, 1384.5 feet), to the centerline of Norton Road right-of-way, (66Ft. wide); Thence S 89°52'41" W, (recorded as West), along said centerline and the South line of proposed Turtle Creek of Marion, 1064.17 feet to the SW cor. of said Turtle Creek of Marion; Thence N 01°19'45" W, 1542.48 feet, (recorded as north, 1543 feet), to the NW cor. of proposed Turtle Creek of Marion; Thence along the North line of proposed Turtle Creek of Marion S 89°48'52" E, 176.00 feet; Thence continuing along said North line, S 89°53'17" E, 34.83 feet to the point of beginning of the easement being described; Thence continuing S 89°53'17" E along said North line, 32.45 feet; Thence S 22°18'22" E, 260.20 feet; Thence S 85°15'35" E, 152.54 feet; Thence S 70°22'53" E, 67.43 feet; Thence N 19°37'07" E, 25.00 feet; Thence S 70°22'53" E, 27.12 feet; Thence N 04°04'56" W, 116.76 feet to the Southerly line of proposed Slider Ave. cul-de-sac; Thence Northeasterly along said cul-de-sac, 22.46 feet along the arc of a curve to the left, having a radius of 75.00 feet, central angle of 17°09'39", and a long chord bearing N 59°15'21" E, 22.38 feet; Thence S 04°04'56" E, 162.89 feet; Thence S 70°22'53" E, 11.14 feet; Thence S 52°43'15" E, 24.79 feet; Thence S 39°01'20" E, 79.73 feet; Thence S 36°06'43" W, 36.34 feet; Thence S 50°49'24" W, 52.57 feet; Thence N 73°52'07" W, 47.77 feet; Thence S 43°52'13" W, 56.89 feet; Thence S 39°44'26" E, 193.65 feet to the Northwesterly line of proposed Painted Drive; Thence S 50°15'34" W along said Northwesterly line, 20.00 feet; Thence N 39°44'26" W, 214.46 feet; Thence S 32°23'32" W, 51.01 feet; Thence S 29°52'17" E, 41.51 feet; Thence S 17°03'07" E, 47.76 feet; Thence S 41°48'25" W, 67.35 feet; Thence S 61°14'40" W, 84.62 feet; Thence S 84°04'17" W, 24.65 feet; Thence N 72°37'44" W, 65.88 feet; Thence N 75°44'24" W, 81.14 feet; Thence N 43°50'00" W, 63.64 feet; Thence N 60°13'14" W, 27.66 feet; Thence N 13°01'46" W, 39.63 feet; Thence N 30°34'49" E, 136.18 feet; Thence S 88°40'15" W, 162.63 feet to the East line of proposed Painted Drive; Thence N 01°19'45" W along said East line, 20.00 feet; Thence N 88°40'15" E, 142.76 feet; Thence N 46°11'39" E, 43.42 feet; Thence S 61°57'51" E, 26.31 feet; Thence N 09°52'39" E, 98.53 feet; Thence N 07°36'20" E, 35.56 feet; Thence N 73°32'52" E, 17.26 feet; Thence N 22°18'22" W, 263.38 feet to the point of beginning.

10-04-200-014
BETTIS, ROBERT D. & JANET L.
13155 MASON
HOWELL, MI. 48843