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Melvin Phillip McCree T20040044790
Genesee County Register MLJOSEPH L

WHISPERING PINES VILLAGE

MASTER DEED

This Master Deed is made and executed this 13 day of Dec., 2004, by Whispering Pines Village L.L.C. (Hereinafter referred to as "Developer"), the address of which is 9424 Timber Ridge Drive, Grand Blanc, Michigan 48439, 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".

WHEREAS, the Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit A and the Condominium Subdivision Plan attached hereto as Exhibit B (both of which are hereby incorporated herein 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 Project under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Whispering Pines Village as a Condominium Project under the Act and does declare that Whispering Pines Village (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 manner 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 and Exhibits A and B 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, and its successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I TITLE AND NATURE

The Condominium Project shall be known as Whispering Pines Village, Genesee County Condominium Subdivision Plan No. 360. The engineering and architectural plans for the Project were approved by, and are on file with the City of Fenton. The Condominium Project in accordance

Parcel # 5325515061
5325515052

12-20-04 SUP
2 I hereby certify that the above is a true and correct copy of the original as filed in my office on this day of December 20, 2004.
Genesee County Register

Quinn T. Kelle

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with the Act. The Units contained in the Condominium, including the number, boundaries and dimensions and area of each are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Unit is designed to contain a residential structure and other improvements for residential purposes and each Unit is capable of individual utilization. Each Co-owner in the Condominium Project shall have an exclusive right to his or her Unit and shall have undivided and inseparable rights to share with other Co-owners the General Common Elements of the Condominium Project.

ARTICLE II LEGAL DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed is described as follows:

PARCEL 1 Part of Lot 84 of Assessor's Plat No. 1, Village (now City) of Fenton, according to the recorded Plat thereof, as recorded in Plat Liber 18, pages 18 and 19 of Plats, Genesee County Records, described as: Being all of that part of Lot 84, lying Easterly of a line described as: Beginning at a point on the South line of said Lot 84 that is Easterly 210.00 feet from the Southwest corner of said Lot; thence North at right angles to the South line of Lot 84 a distance of 356.00 feet, more or less, to a point on the Northerly line of Lot 84 and a point of ending, **ALSO** including part of Lot 84 described as: Beginning at the Southwest corner of said Lot; thence Easterly 210.00 feet; thence North 20.00 feet; thence West parallel to the South line of said Lot 84 a distance of 220.00 feet, more or less, to a point on the East Right of Way line of Leroy Street, so-called; thence Southerly along the said East Right of Way line to the point of beginning. Subject to Easement for Ingress and Egress: Commencing at the Southwesterly corner of Lot 84 of Assessor's Plat No. 1, Village (now City) of Fenton, according to the recorded Plat thereof, at a point on the Easterly boundary line of Leroy Street, so-called, a public road, which point is marked by an iron stake; thence East along the Southerly boundary line of said Lot 84, 189.50 feet; thence North 20.00 feet; thence West parallel with the South boundary line of said Lot 84 to Leroy Street; thence Southerly along Leroy Street to the place of beginning. Tax Item No. 53-25-515-061

PARCEL 2 Lot 85 of Assessor's Plat No. 1, Village (now City) of Fenton, according to the recorded Plat thereof, as recorded in Liber 18 on Pages 18 and 19 of Plats, Genesee County Records, **EXCEPT** the Southwest 300.00 feet of Lot 85 of Assessor's Plat No. 1, Village (now City) of Fenton. Tax Item No. 53-25-515-061

PARCEL 3 That part of Lot 84, of Assessor's Plat No. 1, according to the recorded plat thereof as recorded in Liber 18 of Plats, Page 18, Genesee County Records, lying Westerly of a line described as beginning at a point on the South line of said Lot 84, that is Easterly 210.00 feet from the Southwest corner of said Lot; thence North at right angles to the North line of said Lot 84, a distance of 356.00 feet, more or less, to a point of ending. **EXCEPTING** therefrom: Commencing at the Southwesterly corner of Lot 84, Assessor's Plat No. 1, at a point in Eastern Boundary line of the public road which point is marked by an iron stake; thence East along the Southern boundary line

of said Lot 84, 189.50 feet; thence North 20.00 feet; thence South 60.00 feet; thence East parallel with South line of said Lot 84, 120.00 feet to the point of beginning. Also EXCEPTING therefrom the Southerly 20.00 feet thereof.

Tax Item No. 53-25-515-052

together with and subject to easements, restrictions of record and all governmental limitations.

ARTICLE III DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the Whispering Pines Village, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Whispering Pines Village as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

Section 2. "Association" means Whispering Pines Village Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

Section 3. "Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 4. "Common Elements", where used without modification, means both the General Common Elements and the Limited Common Elements, if any, described in Article IV hereof.

Section 5. "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, and rules and regulations, if any, of the Association as all of the same may be amended from time to time.

Section 6. "Condominium Premises" means and includes the land described in Article II above, as may be amended from time to time, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Whispering Pines Village as described above.

Section 7. "Condominium Project", "Condominium" or "Project" means Whispering Pines Village, as a Condominium Project established in conformity with the Act.

Section 8. "Condominium Subdivision Plan" means Exhibit B hereto.

Section 9. "Master Deed" means this instrument as well as its Exhibits and amendments, by which the project is submitted for condominium ownership.

Section 10. "Construction and Sales Period", for the purposes of the Condominium Documents and the rights reserved to the Developer thereunder, means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale.

Section 11. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 12. "Developer" means Whispering Pines Village, L.L.C., which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents. The word "successor" as used in this Section shall not be interpreted to mean a "Successor Developer" as defined in Section 135 of the Act.

Section 13. "First Annual Meeting" means the initial meeting at which non-developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units are sold, or (b) mandatory within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of the Units are sold, whichever first occurs.

Section 14. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Section 15. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single Unit in Whispering Pines Village, as such space may be described in the Condominium Subdivision Plan, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate and vice versa.

ARTICLE IV COMMON ELEMENTS

The Common Elements of the Project, and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

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

(a) **Land.** The land described in Article II and contained within such description shall be and remain a General Common Element of the Condominium subject only to the rights of the public in all such public roads.

(b) **Electrical.** The electrical transmission mains throughout the Project up to the electrical meter.

(c) **Telephone.** The telephone system throughout the Project up to the point of entry to each Unit.

(d) **Gas.** The gas distribution system through the Project, including that contained within Unit walls, up to the point of connection with the gas meter for each Unit.

(e) **Water.** The water distribution system and water sprinkling system throughout the Project up to the point of connection with the water meter for each Unit.

(f) **Sanitary Sewer.** The sanitary system throughout the Project up to the point of connection with the water meter for each Unit.

(g) **Storm Sewer System.** The storm sewer system throughout the Project.

(h) **Telecommunications.** The telecommunications system throughout the Project, if and when any may be installed, up to, but not including, connection to provide service to individual Units.

(i) **Construction.** Foundations, supporting columns, Unit perimeter walls (but not including windows and doors therein), roofs, ceilings, floor construction between Unit levels and chimneys.

(j) **Other.** Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep, appearance, utility or safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment

and the water system described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the water system shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and the Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

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

- i. Porches and/or Patios. Each individual porch and/or patio is restricted in use to the Co-owner of the Unit served thereby as shown on Exhibit B hereto.
- ii. Air Conditioner Compressors. Each individual air conditioner compressor, its pad and other equipment and accessories related thereto together with the ground surface immediately below the pad, are restricted in use to the Co-owner of the Unit which such air conditioner compressor services.
- iii. Windows, Screens and Doors. The windows, screens and doors in the Project are restricted in use to the Co-owner of the Unit to which such windows, screens and doors are appurtenant.
- iv. Driveways. Each driveway area is appurtenant to the Unit served as depicted on Exhibit B hereto and is strictly limited to the area immediately to the rear of the garage door. If Co-owners or their guests park in driveway areas, they must park only in the area immediately to the rear of their garage door and shall under no circumstances block or obstruct any other garage door, vehicle or parking area of any other Co-owner.
- v. Garage Doors and Openers. The garage door and its hardware, including the electric garage door opener for each garage having the same, shall be limited in use to the Co-owner of the Unit serviced thereby.
- vi. Interior Surfaces. The interior surfaces of each Unit and garage perimeter walls, ceiling and floors contained within a Unit shall be subject to the exclusive use and enjoyment of the Co-owners of such Unit.
- vii. Exterior Lighting. The exterior porch lights and flood lights are limited to the use of the Unit which they serve.
- viii. Fireplace Combustion Chambers. Fireplace combustion chambers shall be limited in use to the Units served thereby.

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

- (a) **General Common Elements.** The costs of maintenance, decoration, repair and replacement of all General Common Elements shall be borne by the Association.
- (b) **Limited Common Elements.** The costs of maintenance, decoration, repair and replacement of all Limited Common Elements shall be borne by the Association except as follows:
 - (1) **Porches and/or Patios.** The cost of maintenance, repair and replacement of all porches and/or patios referred to in Section 2(a) of this Article shall be borne by the Association; provided however, each Unit Co-owner shall be responsible for removal of snow from the porch and/or patio appurtenant to his Unit.
 - (2) **Planting Areas.** Any shrubs originally planted by the Developer shall be maintained and replaced by the Association.
 - (3) **Air Conditioner Compressors.** The costs of maintenance, repair and replacement of each air conditioner compressor, its related pad and the ground surface immediately below the same as described in Article IV, Section 2(c) shall be borne by the Co-owners of the Unit such air conditioner compressor services.
 - (4) **Windows, Screens and Doors.** The repair, replacement and interior and exterior maintenance of all window glass, screens and doors referred to in Article IV, Section 2(d) and the costs thereof shall be borne by the Co-owner of the Unit to which any such windows, screens and doors are appurtenant.
 - (5) **Garage Doors and Openers.** The costs of repair, replacement and maintenance of all garage doors and openers referred to in Article IV, Section 2(f) and the costs thereof shall be borne by Co-owner.
 - (6) **Interior Surfaces.** The costs of decoration and maintenance (but not repair or replacement except in cases of Co-owner fault) of all interior surfaces referred to in Article IV, Section 2(g) above shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant.

(7) Exterior Lights. The responsibility for and costs of maintenance, repair and replacement of the porch lights shall be borne by the Co-owner of the Unit served thereby.

(8) Fireplace Combustion Chambers. The maintenance, and any costs thereof, of fireplace combustion chambers shall be borne by the Co-owner of the Unit serviced thereby.

(c) Other. The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary.

(d) Failure of Co-owner to Perform Maintenance Responsibilities. In the event a Co-owner fails to maintain, decorate, repair or replace any items for which he is responsible, the Association (and/or the Developer during the Construction and Sales Period) shall have the right, but not the obligation, to take whatever action or actions it deems desirable to so maintain, decorate, repair and replace any of such Limited Common elements, all at the expense of the Co-owner of the Unit. Failure of the Association (and/or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities under this Article IV which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his or her monthly assessment next falling due; further, the lien for nonpayment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payments and imposition of fines.

No Co-owner shall use his or her Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his or her Unit or the Common Elements.

ARTICLE V UNIT DESCRIPTIONS AND PERCENTAGES OF VALUE

Section a. Description of Units. Each Unit is described in this paragraph with reference to the Condominium Subdivision Plan of Whispering Pines Village as prepared by Ledy & Associates, Incorporated and Calvin Hall & Associates. Each Unit shall include (1) with respect to each Unit basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first floor joists (2) with respect to the upper floors of Units, all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor, and (3) with respect to each Unit garage, all that space contained within the unpainted surface of the garage floor, the interior unfinished walls and the uncovered underside of the garage-roof joists or drywall ceiling covering surface of the garage floor, the interior unfinished

walls and the uncovered underside of the garage-roof joists or drywall ceiling covering same all as shown on the floor plans and sections in the Condominium Subdivision Plan have been or will be physically measured by Ledy & Associates, Incorporated and Calvin Hall & Associates.

Section 2. Percentage of Value. The percentage of value assigned to each of the Units is equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of the Units in the Project and concluding that it is fair and equitable that each Unit have an equal vote and share equally in expenses of maintaining the General Common Elements. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the General Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners. The total value of the Project is 100%.

ARTICLE VI CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

Section 1. By Developer. Developer reserves the sole right during the Construction and Sales Period and without the consent of any other Co-owner or any mortgagee to take the following action:

- (a) Consolidate Contiguous Units. Consolidate under single ownership two or more Units which are separated only by Unit perimeter walls. In connection with such consolidation, Developer may alter or remove all or portions of the intervening wall provided that the structural integrity of the building is not affected thereby, and provided that no utility connections service other Units are disturbed other than temporarily. Such consolidation of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.
- (b) Relocate Boundaries. Relocate any boundaries between adjoining Units, separated only by Unit perimeter walls or other Common elements not necessary for the reasonable use of Units other than those subject to the relocation. In connection with such relocation, Developer may alter or remove all or portions of the intervening wall, provided that the structural integrity of the building is not affected thereby and provided that no utility connections serving other Units are disturbed other than temporarily. The relocation of such boundaries shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

- (c) **Amend to Effectuate Modifications.** In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision, consolidation or relocation of boundaries shall be separately identified by number and the percentage of value as set forth in Article V hereof for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the resultant new Condominium Units in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentage of value for the Project. Such amendment or amendments to the Master Deed shall also contain such further definition of General or Limited Common elements as may be necessary to adequately described the buildings and Units in the Condominium Project as so modified. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate for foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successor may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successor as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording an entire Master Deed or the Exhibits hereto.

Section 2. **By Co-owners.** Co-owners of adjoining Units may relocate boundaries between their Units or eliminate boundaries between two or more Units upon written request to and approval by the Association and the Developer during the Construction and Sales Period. Upon receipt of such request, the president of the Association shall present the matter to the Board of Directors for review and, if approved by the Board, cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value and providing for conveyancing between or among the Co-owners involved in relocation of boundaries. The Co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the office of the Genesee County Register of Deeds.

Section 3. **Limited Common Elements.** Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to consolidate or relocate boundaries described in this Article.

ARTICLE VII EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Unit, dwelling or Common Element encroaches upon another Unit or Common Element due to survey errors, moving of a building or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists and for the maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over all portions of the land, structures, buildings, improvements and walls including interior Unit walls) contained therein for the continuing maintenance and repair, of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

Section 2. Rights Retained by Developer.

- (a) Roadway Easements. The Developer reserves for the benefit of itself, its successors and assigns, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the parcels described in Article VII. All expenses of maintenance, repair, replacement and resurfacing of any road referred to in this Section shall be shared by this Condominium and any developed portions of the land described in Article VII whose closest means of access to a public road is over such road or roads. The Co-owners of this Condominium shall be responsible for payment of a proportionate share of such expenses which share shall be determined by multiplying such expenses by a fraction, the numerator of which is the number of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the numerator plus all other dwelling Units in the land described in Article II the closest means of access to a public road of which is over such road.
- (b) Right to Dedicate. The Developer intends to, and by recordation of this Master Deed reserves the right at any time during the Construction and Sales Period to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways in Whispering Pines Village, shown as General Common Elements in the Condominium Subdivision Plan. Any such right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagee or other person. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented without any additional notice, approvals or vote, to all acts, or procedures required or

utilized to accomplish the foregoing right-of-way dedication without amendment of this Master Deed.

- (c) Utility Easements. The Developer hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VII or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium, including without limitation, water, gas storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities or facilities located in the Condominium, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargements. All expenses of such maintenance, repair and replacement referred to in this Section shall be shared by this Condominium and any developed portions of the land described in Article VII which are served by such mains. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the numerator plus all other dwelling Units on the land described in Article VII that are served by such mains.
- (d) Granting Utility Rights to Agencies. The Developer reserves the right at any time during the Development and Sales Period to grant easements for utilities over, under and across the Condominium and all Units and Common Elements therein to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Genesee County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be required to effectuate the foregoing grant of easements or transfers of title.

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 such reasonable easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises, for utility purposes, access purposes, or other lawful purposes as may be necessary for the benefit of the Condominium

or for the benefit of the Condominium or for the benefit of any other land described in Article VI hereof; subject, however, to the approval of the Developer during the Construction and Sales Period.

Section 4. Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utility agencies or companies shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to develop, construct, market and operate any Units within the land described in Article II and Article VII hereof, and also to fulfill any responsibilities of maintenance, repair, decoration or replacements which they or any of them are required to perform under the Condominium Documents or by law. These easements include, without any implication or limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other common Elements located within any Unit or its appurtenant Limited common Elements.

Section 5. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project to any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 6. City Water. There shall exist for the benefit of Whispering Pines Village, its successors and assigns, an easement over the General Common Element areas of the Condominium, including without limitation, the roads for access to public water supply system maintained by the City of Fenton. The easement shall be for the purposes of providing ingress and egress to the water lines, isolation area and related water distribution and supply equipment.

ARTICLE VIII AMENDMENT

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of 66-2/3% of the Co-owners, except as hereinafter set forth:

Section 1. Modification of Units or Common Elements. No Unit dimension may be

modified in any material way without the consent of the Co-owner and mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant, except as otherwise expressly provided in this Master Deed or in the Bylaws to the contrary.

Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendments shall require the approval of 66-2/3% of all first mortgagees of record allocating one vote for each mortgage held.

Section 3. By Developer. Prior to one year after expiration of the Development and Sales Period, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and Condominium Subdivision Plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make sure other amendments to such instruments and to the Bylaws attached hereto as Exhibit A as do not materially affect any rights of any Co-owners or mortgagees in the Project.

Section 4. Change in Percentage of Value. Except as otherwise provided in this Master Deed, the value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his or her first mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in this Mast Deed or in the Bylaws.

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of 80% of non-Developer Co-owners and 80% of first mortgagees.

Section 6: Developer Approval. During the Development and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified in any way without the written consent of the Developer.

Section 7. Amendments for Secondary Market Purposes. The Developer or Association may amend the Master Deed or Bylaws to facilitate mortgagee loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development, Michigan State Housing Development Authority or by any other institutional participant in the secondary mortgage market which purchases or insures mortgages. The foregoing amendments may be made without the consent of Co-owners or mortgagees.

**ARTICLE IX
ASSIGNMENT**

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

WITNESSES AS TO
ALL SIGNATURES:

DEVELOPER:

Whispering Pines Village, L.L.C., a Michigan
Limited liability company

By: David Cutsinger
David Cutsinger
Its: Manager

Karen McKean
Karen McKean

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged this 13 day of Dec., 2004, by David Cutsinger, the Manager of Whispering Pines Village, L.L.C., a Michigan limited liability company, on behalf of the company

Terry D. Bowlby
Notary Public
Acting in OAKLAND County
My commission expires: TERRY D. BOWLBY 07-17-2005
Acting in Oakland Notary Public, Oakland County, MI
My Commission Expires Jul. 17, 2005

Master Deed drafted by:
Joseph L. Hardig, III
HARDIG PARSONS PEDERSEN & STOUT, PLLC
74 West Long Lake Road
Suite 203
Bloomfield Hills, MI 48304
(248) 642-3500

When recorded, return to drafter.

EXHIBIT A

WHISPERING PINES VILLAGE

BYLAWS

ARTICLE I ASSOCIATION OF CO-OWNERS

Whispering Pines Village, a residential Condominium Project located in the City of Fenton, Genesee County, Michigan, shall be administered by an Association of Co-owners which shall be a non-profit 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 Project in accordance with the Condominium Documents 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(8) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be entitled to membership 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 Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers, mortgagees and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project 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

Ass 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 and 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 Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any 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 Project shall constitute receipts affecting the administration of the Condominium Project, 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; Regular Assessments. 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 Project, including a reasonable allowance for contingencies and reserves. 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 payments as set forth in Section 2(c) below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular project, the Association of Co-owners should carefully analyze the Condominium Project 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 Association, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget. The annual assessments as so determined and levied shall constitute a lien against all Units as of the first day of the fiscal year to which the assessments relate. Failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish such lien or the liability of any Co-owner for any existing or future assessments. Should the Association at any time decide, in its sole discretion: (1) that the assessments levied are or may prove to be insufficient (a) to pay the costs of operation and management of the Condominium, (b) to provide replacements and repairs of existing Common Elements, (c) to provide additions to the Common Elements not exceeding \$2,000 annually for the entire Condominium Project, or (2) that an emergency exists, the Association shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. If such increase or additional assessment exceeds the greater of \$2,500 or 10% of the current annual budget, such incremental increase in the assessment shall be subject to the prior approval of more than 60% of all Co-owners. The Association shall have the authority, without Co-owner consent, to levy assessments pursuant to the Provisions of Article V. Section 4 hereof. The discretionary authority of the Association to levy assessments pursuant to this subparagraph shall rest solely with the Association for the benefit of the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

(b) Special Assessments. Special assessments, in addition to those required in subparagraph (a) above, may be made by the Association from time to time and approved by the Co-owners as hereinafter provided to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding \$2,000 for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 2(a) above, which shall be levied in the sole

discretion of the Association) shall not be levied without the prior approval of more than 60% of all Co-owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

(c) Apportionment of Assessments. All assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with each Co-owner's proportionate share of the expenses of administration as provided in Article V, Section 2 of the Master Deed and without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit except as otherwise specifically provided in the Master Deed. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners in periodic installments, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means.

Section 3. Developer's Responsibility for Assessments. During the Construction and Sales Period as defined in Article III of the Master Deed, the Developer of the Condominium, even though a member of the Association, shall not be responsible for payment of the monthly Association assessment. The Developer, however, shall during the Construction and Sales Period pay a proportionate share of the Association's current maintenance expenses actually incurred from time to time based upon the ratio of Completed Units owned by Developer at the time the expense is incurred to the total number of Units in the Condominium. In no event shall Developer be responsible for payment, during the Construction and Sales Period, of any assessments for deferred maintenance, reserves for replacements, for capital improvements or other special assessments, except with respect to Occupied Units owned by it. Developer shall not be responsible at any time for payment of said monthly assessment or payment of any expenses whatsoever with respect to Units not Completed notwithstanding the fact that such Units not Completed may have been included in the Master Deed. Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim or any similar or related costs. Amounts to be paid to the Developer for maintenance or management during the Construction and Sales Period shall be presumed reasonable and not subject to itemization if set forth in the Association budget. "Occupied Unit" shall mean a Unit used as a residence. "Completed Unit" shall mean a Unit with respect to which a certificate of occupancy has been issued by the City of Fenton.

Section 4. Penalties for Default. The payment of any assessment shall be in default if any installment thereof is not paid to the Association in full on or before the due date for such installment. Each installment in default for 10 or more days shall bear interest from the initial due date thereof at the rate of seven percent (7%) per annum until each installment is paid in full. A late charge not to exceed \$25.00 per installment may be assessed automatically by the Association upon each installment in default for ten or more days until paid in full. The Association shall also have the right to apply a discount for assessments received by it on or before the date upon which any such

assessment falls due. The Association may, pursuant to Article XIX, Section 4 and Article XX hereof, levy fines for late payment of assessments in addition to interest and late charges. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchase from any Co-owner is the owner thereof, except a land contract purchase from any Co-owner including Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such 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 as follows: first, to costs of collection and enforcement of payment, including reasonable attorney's fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 5. Lines for Unpaid Assessments. Sums assessed to the Association which remain unpaid, including but not limited to regular assessments, special assessments, fines and late charges, shall constitute a lien upon the Unit or Units in the Project owned by the Co-owner at the time of the assessment and upon the proceeds of sale thereof. Any such unpaid sum shall constitute a lien against the Unit as of the first day of the fiscal year to which the assessment, fine or late charge relates and shall be a lien prior to all claims except real property taxes and first mortgages of record. All charges which the Association may levy against any Co-owner shall be deemed to be assessments for purposes of this Section and Section 108 of the Act.

Section 6. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the adandonment of his Unit.

Section 7. Enforcement.

(a) Remedies. In addition to any other remedies available to the Association, 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. In the event of default by an Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon seven-day 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 Project and shall not be entitled to vote at any meeting 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. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Article XIX, Section 4 of these Bylaws.

All of these remedies shall be cumulative and not alternative.

(b) Foreclosure Proceedings. Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments 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 Project 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. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this subparagraph 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 hearing on the same prior to the sale of the subject Unit.

(c) Notice of Action. 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 days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, a written notice that one or more installments of the annual 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 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's 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 Genesee County Register of Deeds prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing. If the delinquency is not cured within the ten-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 delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

(d) Expenses of Collection. 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.

Section 8. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. 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 a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statements 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 assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing the same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act.

Section 9. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project 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 reallocation of such assessments or charges to all Units including the mortgaged Unit).

Section 10. 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 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. Construction Lien. A construction lien otherwise arising under Act No. 497 of the Michigan Public Act of 1980, as amended, shall be subject to Section 132 of the Act.

ARTICLE III ARBITRATION AND LITIGATION

Section 1. Arbitration Among or Between Co-Owners and the Association.

(a) 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 the Co-owners and the Association, shall be subject to Arbitration upon the election and written consent of the parties to any such disputes, claims or grievances.

(b) Arbitration. With respect to all arbitration under this Section: (i) judgment of the circuit court of the State of Michigan for the jurisdiction in which the Condominium Project is located may be rendered upon any award entered pursuant to such 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 and (ii) the Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time hereafter shall be applicable to such arbitration.

(c) Judicial Relief. In the absence of the election and written consent of the parties to arbitrate as provided pursuant to Section 1(a) above, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

(d) Election of Remedies. Such election and written consent by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

Section 2.: Arbitration Between the Developer and Co-Owner(s) and/or the Association.

By purchase of a Unit, Co-owners agree as follows:

(a) Arbitration Between the Developer and Co-owner(s). With respect to any claim that might be the subject of a civil action between Co-owner and the Developer, which claim involves an amount of Two Thousand Five Hundred Dollars (\$2,500.00) or more and arises out of or relates to a Condominium Unit or the Condominium Project, such claim shall be settled by arbitration.

(b) Arbitration Between the Developer and the Association. With respect to any claim that might be the subject of a civil action between the Association and the Developer, which claim arises out of or relates to the Common Elements of the Condominium Project, if the amount of the claim is in excess of Ten Thousand Dollars (\$10,000.00) such claim shall be settled by arbitration.

(c) Arbitration. With respect to all arbitration under this Section (i) judgment of the circuit court of the State of Michigan for the jurisdiction in which the Condominium Project is located may be rendered upon any award pursuant to such arbitration and the parties thereto shall accept the arbitrator's decision as final and binding; (ii) the Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time hereafter, shall be applicable to such arbitration; and (iii) this agreement herein to arbitrate precludes the parties from litigating such claims in the courts.

(d) Section 107 Action by Co-owners. Nothing in this Section shall, however, prohibit a co-owner from maintaining an action in court against the Association and its officers and directors to compel these persons to enforce the terms and provisions fo the

Condominium Documents, nor to prohibit a co-owner from maintaining an action in court 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.

Section 3. Litigation/Arbitration on Behalf of Association. Actions on behalf and against the Co-owners shall be brought in the name of the Association. Subject to the express limitations on actions in these Bylaws and in the Association's Articles of Incorporation, the Association may assert, defend, or settle claims on behalf of all Co-owners in connection with the Common Elements of the Condominium. As provided in the Articles of Incorporation, the commencement of any civil action or arbitration (other than one to enforce these Bylaws or to collect delinquent assessments) shall require the approval of a majority in number and in value of the Co-owners and shall be governed by the requirements of this Section. The requirements of this Section will ensure that the Co-owners are fully informed regarding the prospects and likely costs of any civil action the Association proposes to engage in, as well as the ongoing status of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the costs of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation through additional or special assessments where reasonable and prudent alternatives to the litigation exist. Each Co-owner shall have standing to sue to enforce the requirements of this Section. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments:

(a) Pre-Litigation Requirements. Prior to commencing a civil action on behalf of the Association, the Board of Directors shall (i) call a special meeting of the Co-owners for the express purpose of evaluating the merits of the proposed litigation ("Litigation Evaluation Meeting"); (ii) at least 10 days prior to the date scheduled for the Litigation Evaluation Meeting, issue a written report to all Co-owners outlining the Board's recommendation that a civil suit be filed, such report shall include a full disclosure of all attempts made by the Board to settle the controversy; (iii) present to the Co-owners, prior to or at the Litigation Evaluation Meeting, the Board of Director's written recommendation of the proposed attorney for the civil action. Such recommendation shall include, the name and affiliations of the attorney, the number of years the attorney has practiced law, the name and address of every condominium and homeowner association for which the attorney has filed a civil action together with the case number, county and court in which each action was filed, the litigation attorney's proposed written fee agreement, the litigation attorney's total estimated cost of the civil action through a trial on the merits, including legal fees, court costs, expert witness fees and all other expenses expected to be incurred, the litigation attorney's written estimate of the amount the Association is likely to recover in the suit net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation, the attorney's billing and payment policies and the litigation attorney's commitment to provide written status reports of the litigation, settlement progress and updated cost and recovery estimates no less than every 30 days; (iv) present to the Co-owners prior to or at the Litigation Evaluation Meeting the amount to be specially assessed against each Unit in the Condominium to fund the total estimated cost of the civil action, through a trial on the merits in both total and on a monthly per Unit basis.

(b) Co-owner Litigation Approval. At the Litigation Evaluation Meeting the Co-owners shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney proposed by the Board of Directors. The commencement of any civil action by the Association (other than a suit to enforce these Bylaws or collect delinquent assessments) must be approved by 66-2/3% in number and value of the Co-owners.

(c) Litigation Assessment. All fees estimated to be incurred in pursuit of any civil action subject to paragraph (a) above shall be paid only by special assessment of the Co-owners, which special assessment must be approved at the Litigation Evaluation Meeting. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

(d) Independent Expert Opinion. If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board of Directors shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion, the Board of Directors shall conduct its own investigation as to the qualification of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board of Directors consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the Co-owners have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all Co-owners with the written notice of the litigation evaluation meeting.

(e) Litigation Reviews. The Board of Directors shall meet monthly during the course of any civil action to discuss and review: (i) the status of the litigation; (ii) the status of settlement efforts, if any; and (iii) the attorney's written report.

(f) Disclosure of Litigation Expenses. The litigation expenses, including attorney's fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association shall be fully disclosed to Co-owners in the Association's annual budget.

ARTICLE IV INSURANCE

Section 1. Extent of Coverage. The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements and certain other portions of the Condominium Project, as set forth below, and such insurance, other than title

insurance, shall be carried and administered in accordance with the following provisions:

(a) Responsibilities of Co-owners and Association. 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. Each Co-owner may obtain insurance coverage at his own expense upon his Unit. It shall be each Co-owner's responsibility to determine by personal investigation or from his own insurance advisors the nature and extent of insurance coverage adequate to his needs and thereafter to obtain insurance coverage for his personal property and any additional fixtures, equipment and trim (as referred to in subsection (b) below) located within his Unit or elsewhere on the Condominium and for his personal liability for occurrences within his Unit or upon Limited Common Elements appurtenant to his Unit, and also for alternative living expenses in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association, as to all policies which it obtains, and all Co-owners, 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 and Fixtures. All Common Elements of the Condominium Project 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 Association in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall be effected upon an agreed-amount basis for the entire Condominium Project 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 project 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. Such coverage shall also include interior walls within any Unit and the pipes, wire, conduits and ducts contained therein and shall further include all fixtures, built-in equipment and trim within a Unit which were furnished with the Unit as standard (but not custom) items in accord with the plans and specifications thereof as are on file with the City of Grand Blanc (or such replacements thereof as do not exceed the cost of such standard items). It shall be each Co-owner's responsibility to determine the necessity for and to obtain insurance coverage for all fixtures, equipment, trim and other items or attachments within the Unit or any Limited Common Elements appurtenant thereto which were installed in addition to said standard items (or as replacements for such standard items to the extent that replacement cost exceeded the original cost of such standard items) whether installed originally by the Developer or subsequently by the Co-

owner, and the Association shall have no responsibility whatsoever for obtaining such coverage unless agreed specifically and separately between the Association and the Co-owner in writing.

(c) Premium Expenses. All premiums upon 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 repair or reconstruction shall be applied for such repair or reconstruction.

(e) Deductible. When a claim is made on any of the insurance policies maintained by the Association for damage to a Unit or appurtenant Limited Common Element, the Co-owner of such Unit and/or appurtenant Limited Common Element shall be responsible for payment of any applicable deductible. In the case of damage to a General Common Element, the deductible shall be paid by the Association.

Section 2. Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Condominium Project, 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 fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project, his Unit and the Common Elements appurtenant thereof, with such insurer as may, from time to time, provide such insurance for the Condominium Project. 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 the 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-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

ARTICLE V RECONSTRUCTION OR REPAIR

Section 1. Determination to Reconstruct or Repair. If any part of the Condominium Premises shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

(a) Partial Damage. If the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by an affirmative vote of 80% of the Co-owners in the Condominium that the

Condominium shall be terminated.

(b) Total Destruction. If the Condominium is so damaged that no Unit is tenantable, the damaged property shall not be rebuilt unless 80% or more of the Co-owners agree to reconstruction by vote or in writing within 90 days after the destruction.

Section 2. Repair in Accordance with Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Project 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 Responsibility for Repair.

(a) Definition of Co-owner Responsibility. If the damage is only to a part of a Unit or Limited Common Element which is the responsibility of a Co-owner to maintain and repair or if the Co-owner or an invitee thereof has caused said damage, it shall be the responsibility of the Co-owner to repair such damage. In all other cases, the responsibility of the Co-owner to repair such damage. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.

(b) Damage to Interior of Unit. Each Co-owner shall be responsible for the reconstruction, repair and maintenance of the interior 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 interior walls within a Co-owner's Unit, or to pipes, wires, conduits, ducts or other Common Elements therein, or to any fixtures, equipment and trim which are standard items within a Unit 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 any other interior portion of the Unit 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 endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so 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 reconstruction, repair and maintenance of the Common Elements. Immediately after the occurrence of a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to place 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 such reconstruction or repair, or upon completion of such reconstruction or repair, the

funds for the payment of the cost thereof are insufficient, assessment 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. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

Section 5. Timely Reconstruction and Repair. If damage to Common Elements or a Unit adversely affects the appearance of the Project, 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 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 provisions shall control upon any taking by eminent domain:

(a) Taking of Unit. In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the Co-owner and his mortgagee, they shall be divested of all interest in the Condominium Project. 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 50% 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 even the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project 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 100%. Such amendment may be effected by an officer of the Association duly authorized by the Association 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 such institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 7. Notification of FHLMC and FNMA. In the event any mortgage in the Condominium is held by the Federal Home Loan Corporation ("FHLMC") or by the Federal National Mortgage Association ("FNMA") then, upon request therefor by FHLMC, or FNMA, as the case may be, 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 in amount or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC or FNMA exceeds \$1,000.

Section 8. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Co-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 Co-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. A family shall mean one person or a group of two or more persons related by the bonds of consanguinity, marriage or legal adoption, and up to two persons residing together who are not so related.

Section 2. Leasing and Rental.

(a) Right to Lease. A Co-owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Association in the manner specified in subsection (b) below, with the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least one (1) year unless specifically 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 and may enter into leases for durations of less than one year to facilitate sales activities.

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

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

(i) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant.

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

(iii) 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 Co-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 Co-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 proceedings. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project.

(4) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-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 3. Alterations and Modifications. No Co-owner shall make alterations in exterior appearance or make structural modifications to his Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements without the express written approval of the Association, including without limitation exterior painting or the erection of antennas, lights, aerials, awnings, doors, shutters, newspaper holders, mailboxes, basketball backboards or other exterior attachments or modifications. No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that

restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

Section 4. Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: Any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

Section 5. Pets. No animals shall be maintained by any Co-owner unless specifically approved in writing by the Association. In granting such approval, the Association shall be guided by the type, size, weight and disposition of the animal. (It is not the intent of this restriction to bar Co-owners from owning dogs and cats.) No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Association may assess fines for such violation in

accordance with these Bylaws and in accordance with duly adopted rules and regulations of the Association.

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. Garage doors shall be kept closed at all times except as may be reasonably necessary to gain access to or from any garage. No unsightly condition shall be maintained on any porch, deck or in any privacy area and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. Trash receptacles shall be maintained in the garages at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short period of time as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Section 7. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation purposes, may be parked or stored upon the premises of the Condominium, unless parked in the garage with the door closed. No inoperable vehicles of any type may be brought or stored upon the Condominium Premises either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. Use of motorized vehicles anywhere on the Condominium Premises, other than passenger cars, authorized maintenance vehicles and commercial vehicles as provided in this Section, is absolutely prohibited. Guest parking may be regulated by reasonable rules adopted by the Association.

Section 8. Advertising. No signs or other advertising devices of any kinds shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs, during the Construction and Sales Period, and, subsequent thereto, only with prior written permission from the Association.

Section 9. Rules. It is intended that the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the 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 the Association, including the period of time prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners.

Section 10. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each Co-owner to provide the Association means of access to his Unit and any Limited Common Elements appurtenant thereto during all periods of absence, and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

Section 11. Landscaping. No Co-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.

Section 12. Common Element Maintenance. Sidewalks, yards, landscaped areas, driveways and other Common Element areas shall not be obstructed nor shall they be used for purposes other than that for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on or about the Common Elements. Use of any recreational facilities in the Condominium may be limited to such times and in such manner as the Association shall determine by duly adopted rules and regulations.

Section 13. Co-owner Maintenance. Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas plumbing, electrical or other utility conduits and systems and any other Common Elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 14. Reserved Rights of Developer.

(a) Prior Approval by Developer. During the Construction and Sales Period, no additions to, or changes or alterations which do not affect structural elements of any Unit, nor shall any decks, hedges, interior alternations which do not affect structural elements of any Unit, nor shall any decks, hedges, trees or substantial plantings or landscaping modifications be made, until plans and specifications accept to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors or assigns, and a copy of said plans and specifications, as finally approved, lodged permanently with Developer. Developer shall have the right to refuse to approve any such plan or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans, specifications, grading or landscaping, it shall have the right to take into consideration the suitability of the proposed improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof 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, and shall be binding upon both the Association and upon all Co-owners.

(b) Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Construction and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, Developer shall have the right to maintain a sales office, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by Developer; and may continue to do so during the entire Construction and Sales Period. Developer shall restore the areas so utilized to habitable status upon termination of use.

(c) Enforcement of Bylaws. The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-owners and all persons interested in the 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 such high standards, then Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Construction and Sales Period notwithstanding that it may no longer own a Unit in the Condominium, which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

Section 15. Wetlands. Some of the land within the Condominium may be a wetland which is protected by federal, state or local law. Under the provisions of the Goemaere-Anderson Wetland Protection Act. Public Act No. 203 of 1979 and local ordinances, any disturbance of a wetland by depositing material in it, dredging or removing material from it, or draining water from the wetland may be done only after a permit has been obtained from the Department of Natural Resources (or its administrative successor). The penalties specified in the Goemaere-Anderson Wetland Protection Act are substantial. In order to assure no inadvertent violations, no Co-owner may disturb the wetlands without obtaining: (1) written authorization of the Association; (2) any necessary municipal permits; and (3) any necessary state permits. The Association may assess fines and penalties provided for in these Bylaws for violation of this Section.

ARTICLE VII MORTGAGES

Section 1. Notice to 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 may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any unit in the project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within 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 Meetings. 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 vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XI, Section 2 of these Bylaws, no Co-owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of Article IX. 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 one vote for each Unit which it owns. If,

however, the Developer elects to designate a director (or directors) pursuant to its rights under Article XI, Section 2 (c)(i) or (ii) hereof, it shall not then be entitled to also vote for the non-developer directors.

Section 4. Quorum. The presence in person or by proxy of 35% of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote 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 vote is cast.

Section 5. Voting. Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies any written votes 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 50% of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

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 Association. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, 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 Developer and may be called at any time after more than 50% in number of the Units that may be created in Whispering Pines Village have been conveyed and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 75% in number of all Units that may be created or 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs. 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 set by the Association, and at least 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 on the second Tuesday of May each succeeding year after the year in which the First Annual Meeting is held at such time and place as shall be determined by the Association; provided, however, that the second annual meeting shall not be held sooner than eight 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 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 Association or upon a petition signed by 1/3 of the Co-owners presented to the secretary of the Association. 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 the time and place where it is to be held, upon each Co-owner of record, at least 10 days but not more than 60 days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of such 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 the 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 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 meetings; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at annual meetings or special meetings held for the purpose of electing directors or officers); (g) election of directors (at annual meeting or special meetings held for the purpose of electing directors or officers); (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 for the giving of notice of meeting of members. Such solicitations 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 quorum which would be required 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 at 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 is present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy 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 1 year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within 120 days after conveyance to purchasers of 1/3 of the total number of Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least three non-developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that if more than 50% of the non-developer Co-owners petition the Association 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 Association and the other Co-owners and to aid in the transition of control of the Association from the Developer to purchaser Co-owners. The Advisory Committee shall cease to exist automatically when the non-developer 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. Number and Qualification of Directors. The board of directors shall initially be comprised of three (3) members and shall continue to be so comprised until enlarged to five (5) members in accordance with the provisions of Section 2 hereof. Thereafter, the affairs of the Association shall be governed by a board of five (5) directors, all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association except for the first board of directors. Directors shall serve without compensation.

Section 2. Election of Directors.

(a) First Board of Directors. The 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 non-developer director to the board. Immediately prior to the appointment of the first non-developer Co-owners to the board, the board shall be increased in size from three (3) persons to five (5) persons. Thereafter, elections for non-developer Co-owner directors shall be held as provided in subsections (b) and (c) below.

(b) Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 25% in number of the Units that may be created one (1) of the five (5) directors shall be selected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 50% in number of the Units that may be created, two (2) of the directors shall be elected by non-developer Co-owners. When the required percentage of conveyances have been reached, the Developer shall notify the non-developer Co-owners and convene a meeting so that the Co-owners can 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 become incapacitated.

(c) Election of Directors at and After First Annual Meeting.

(i) Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% in number of the Units that may be created, the non-developer Co-owners shall elect all directors on the board, except that the Developer shall have the right to designate at least one director as long as the Developer owns at least ten percent (10%) of the Units that may be created in the Project. Such Developer designee, if any, shall be one of the total number of directors referred to in Section 1 above and shall serve a one-year term pursuant to subsection (iv)

below). Whenever the 75% conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(ii) Regardless of the percentage of Units which have been conveyed, upon the expiration of 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, the non-developer 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 maintenance expenses are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (i). Application of this subsection does not require a change in the size of the board of directors.

(iii) If the calculation of the percentage of members of the board of directors that the non-developer Co-owners have the right to elect under subsection (ii), or if the product of the number of members of the board of directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection (b) results in a right of directors, then a fractional election right of 0.5 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 non-developer Co-owners have the right to elect. After application of this formula the Developer shall 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 director as provided in subsection (i).

(iv) At the First Annual Meeting, three (3) directors shall be elected for a term of two years and two (2) directors shall be elected for a term of one year. At such meeting, all nominees shall stand for election as one slate and the persons receiving the highest number of votes shall be elected for a term of two years and the two (2) persons receiving the next highest number of votes shall be elected for a term of one year. At each annual meeting held thereafter, either three (3) or two (2) 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 years. The directors shall hold office until their successors have been elected and hold their first meeting.

(v) 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 to be done by the Association shall be performed by action of the board of directors unless specifically required to be done by, or with the approval of, 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:

- (1) To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements thereof.
- (2) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.
- (3) To carry insurance and collect and allocate the proceeds thereof.
- (4) To rebuild improvements after casualty.
- (5) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.
- (6) 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 or the purposes of the Association.
- (7) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on the property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of 75% of all of the members of the Association.
- (8) To make rules and regulations in accordance with Article VI, Section 9 of these Bylaws.
- (9) 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 the Condominium Documents required to be performed by the Board.
- (10) 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) at 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 to 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 years, which is not terminable by the Association upon 90-day written notice thereof to the other party, or which provides for a termination fee 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 to designate. Each person so elected shall be a director until a successor is elected at the next annual meeting of the members of the Association. Vacancies among non-developer Co-owner elected directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-owners and 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 or more of the directors may be removed with or without cause by the affirmative vote of more than 50% of all of the Co-owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal 35% requirement set forth in Article VIII, Section 4. 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 selected by it at any time or from time to time in its sole discretion. Likewise, any director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of directors generally.

Section 8. First Meeting. The first meeting of a newly elected board of directors shall be held within ten 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 directors, but at least two 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 ten 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 on three-day 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 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 the 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 present 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, less than a quorum is present, the majority of those present may adjourn the meeting to a subsequent time upon 24-hour 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 the 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. First Board of Directors. The actions of the first board of directors of the Association or any successor thereto selected or elected before the Transitional Control Date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the board of directors as provided in the Condominium Documents.

Section 14. Fidelity Bonds. The board of directors shall require that all office 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, a secretary and a treasurer. The directors may appoint an assistant treasurer, and an assistant secretary, and such other offices as in their judgment may be necessary. Any two offices except that of president and vice president may be held by one person.

(a) **President.** The president shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the board of directors. He shall have all

of the general powers and duties which are usually bested 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 time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

(b) Vice President. The vice president shall take the place of the president and perform his 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 so do on an interim basis. The vice president shall also perform such other duties as shall from time to time be imposed upon him by the board of directors.

(c) 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; he shall have charge of the corporate seal, if any, and of such books and papers as the board of directors may direct; and he shall, in general, perform all duties incident to the office of the secretary.

(d) Treasurer. The treasurer shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belongs to the Association. He 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 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 fo such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 4. 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 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 90 days following the end of the Association's fiscal year upon request therefor. The costs 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. The commencement date of the fiscal year shall be subject to change by the directors for accounting reasons or other good cause.

Section 3. Bank. 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 Association from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association 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.

ARTICLE XV INDEMNIFICATION OF OFFICERS AND DIRECTORS

Except for breach of fiduciary duty and gross negligence, every director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement, incurred by or imposed upon him in connection with any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal, to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except as otherwise prohibited by law; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Association

(with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten days prior to payment of any indemnification which it has approved, the Association shall notify all Co-owners thereof. Further, the Association is authorized to carry officers' and directors' liability insurance covering acts of the officers and directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XVI AMENDMENTS

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

Section 2. Meeting. Upon 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. The 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 66-2/3% of all Co-owners. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of 67% of the mortgagees shall be required, with each mortgagee to have one vote for each first mortgage held per unit.

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 right of a Co-owner or mortgagee.

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

Section 6. Binding. A copy of each amendment to the 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 Project irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XVII COMPLIANCE

The Association and all present or future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the Project in any manner are subject to and shall comply with the Act, as amended, 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.

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

Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

Section 1. Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents 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.

Section 2. Recovery of Costs. 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's 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's fees.

Section 3. Removal and Abatement. The violation of any of the provisions of the Condominium Documents 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 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.

Section 4. Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association of monetary fines for such violations in accordance with Article XX of these Bylaws.

Section 5. Non-waiver 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 6. 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 7. 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 ASSESSMENT OF FINES

Section 1. General. The violation of any Co-owner, occupant or guest of any of the provisions of the Condominium Documents including any duly adopted rules and regulations shall be grounds for assessment by the Association of monetary fines against the involved Co-owner. Such Co-owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or any other person admitted through such Co-owner to the Condominium Premises.

Section 2. Procedures. Upon any such violation being alleged by the Association, the following procedures will be followed:

(a) Notice. Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Article VIII, Section 3 of the Bylaws.

(b) Opportunity to Defend. The offending Co-owner shall have an opportunity to appear before the Association and offer evidence in defense of the alleged violation. The appearance before the Association shall be at its next scheduled meeting, but in no event shall the Co-owner be required to appear less than ten days from the date of the notice.

(c) Default. Failure to respond to the notice of violation constitutes a default.

(d) Hearing and Decision. Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Association shall, by majority vote of a quorum of the board, decide whether a violation has occurred. The

Association's decision is final.

Section 3. Amounts. Upon violation of any of the provisions of the Condominium Documents and after default of the offending Co-owner or upon the decision of the Association as recited above, the following fines shall be levied:

- (a) First Violation. No fine shall be levied.
- (b) Second Violation. Twenty-Five Dollar (\$25.00) fine.
- (c) Third Violation. Fifty Dollar (\$50.00) fine.
- (d) Fourth Violation and Subsequent Violations. One Hundred Dollar (\$100.00) fine.

Section 4. Collection. The fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be due and payable together with the regular Condominium assessment on the first of the next following month. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Document including, without limitations, those described in Article II and Article XIX of the Bylaws.

ARTICLE XXI 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 acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers reserved or granted to the Developer or its successors shall terminate, if not sooner assigned to the Association, at the conclusion of the Construction and Sales Period as defined in Article III of the Master Deed. The immediately preceding sentence dealing with the termination of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).



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Genesee County Register MLJOSEPH L

ARTICLE XXII 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.

Exhibit B

GENESEE COUNTY
CONDOMINIUMS SUBDIVISION PLAN NO. 360
EXHIBIT A TO THE MASTER DEED OF

WHISPERING PINES VILLAGE CONDOMINIUMS

DEVELOPER
WHISPERING PINES VILLAGE L.L.C.
4524 TIMBER RIDGE DRIVE
GRAND BLANC, MICHIGAN 48439
(810) 655-6585

LEGAL DESCRIPTION:

PARCEL 1 Part of Lot 84 of Assessor's Plat No. 1, Village (now City) of Fenton, according to the recorded Plat thereof, as recorded in Plat Liber 18, pages 18 and 19 of Plats, Genesee County Records, described as: Being all that part of Lot 84, lying Easterly of a line described as: Beginning at a point on the South line of said Lot 84 that is Easterly 210.00 feet from the Southwest corner of said Lot; thence North at right angles to the South line of Lot 84 a distance of 356.00 feet; more or less, to a point on the Northerly line of Lot 84 and a point of ending. ALSO including part of Lot 84 described as: Beginning at the Southwest corner of said Lot; thence Easterly 210.00 feet; thence North 20.00 feet; thence West parallel to the South line of said Lot 84 a distance of 220.00 feet; more or less, to a point on the East Right of Way line of Leroy Street, so-called; thence Southerly along the said East Right of Way line to the point of beginning. Subject to Easement for Ingress and Egress: Commencing at the Southerly boundary corner of Lot 84 of Assessor's Plat No. 1, Village (now City) of Fenton, according to the recorded Plat thereof, at a point on the Easterly boundary line of Leroy Street, so-called, a public road, which point is marked by an iron stake; thence East along the Southerly boundary line of said Lot 84, 184.50 feet; thence North 20.00 feet; thence West parallel with the South boundary line of said Lot 84 to Leroy Street; thence Southerly along Leroy Street to the place of beginning.

PARCEL 2 Lot 85 of Assessor's Plat No. 1, Village (now City) of Fenton, according to the recorded Plat thereof, as recorded in Liber 18 on Pages 18 and 19 of Plats, Genesee County Records, EXCEPT the Southwest 300.00 feet of Lot 85 of Assessor's Plat No. 1, Village (now City) of Fenton.

PARCEL 3 That part of Lot 84, of Assessor's Plat No. 1, according to the recorded plat thereof as recorded in Liber 18 of Plats, Page 18, Genesee County Records, lying Westerly of a line described as beginning at a point on the South line of said Lot 84, that is Easterly 210.00 feet from the Southwest corner of said Lot; thence North at right angles to the North line of said Lot 84, a distance of 356.00 feet; more or less, to point of ending. EXCEPTING therefrom: Commencing at the Southerly boundary corner of Lot 84, Assessor's Plat No. 1, at a point in Eastern boundary line of the public road which point is marked by an iron stake; thence East along the Southern boundary line of said Lot 84, 184.50 feet; thence North 20.00 feet for the point of beginning; thence North 60.00 feet; thence West parallel with South line of said Lot 84, 120.00 feet; thence South 60.00 feet; thence East parallel with South line of said Lot 84, 120.00 feet to the point of beginning. Also EXCEPTING therefrom the Southerly 20.00 feet thereof.

ALSO DESCRIBED AS: Land situated in Lots 84 and 85 of Assessor's Plat No. 1, in Sections 25 and 26, Town 5 North, Range 6 East, Village (now City) of Fenton, Genesee County, Michigan according to the recorded Plat thereof, as recorded in Liber 18 on Pages 18 and 19 of Plats, Genesee County Records and being described as: Beginning at the Southwest corner of said Lot 84; thence Northwesterly, 37.55 feet along the Southwesterly line of said Lot 84, being the arc of a 314.50 foot radius curve to the Left and having a Chord bearing of North 36°28'13" West, 37.53 feet to the point of tangency; thence North 34°30'16" West, 77.57 feet along said Northwesterly line to the Northwesterly line of said Lot 84; thence North 45°23'39" East, 303.56 feet (recorded as 300.74 feet) along said lot line; thence North 40°38'10" West, 116.80 feet to the Northwesterly line of said Lot 85; thence North 33°56'55" East, 535.82 feet along the Northwesterly line of Lot 85; thence South 85°24'17" East, 443.57 feet (Recorded as 443.70 feet) along the North line of said Lot 85; thence South 00°17'49" East, 774.90 feet (Plotted as 774.20 feet) along the East line of Lots 84 and 85 to the South line of Lot 84; thence South 88°32'59" West, 813.73 feet along the South line of Lot 84 to the point of beginning;

EXCEPTING THEREFROM:
Commencing at the Southwesterly corner of Lot 84, Assessor's Plat No. 1, at a point in Eastern boundary line of the public road which point is marked by an iron stake; thence East along the Southern boundary line of said Lot 84, 184.50 feet; thence North 20.00 feet for the point of beginning; thence North 60.00 feet; thence West parallel with South line of said Lot 84, 120.00 feet; thence South 60.00 feet; thence East parallel with South line of said Lot 84, 120.00 feet to the point of beginning.

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 2.

SHEET INDEX

1. COVER SHEET
2. SURVEY PLAN
3. SITE PLAN
4. FLOOD PLAIN PLAN
5. UTILITY PLAN
6. BUILDING FLOOR PLANS
7. BUILDING SECTIONS

PROPOSED DATE: NOVEMBER 1, 2004

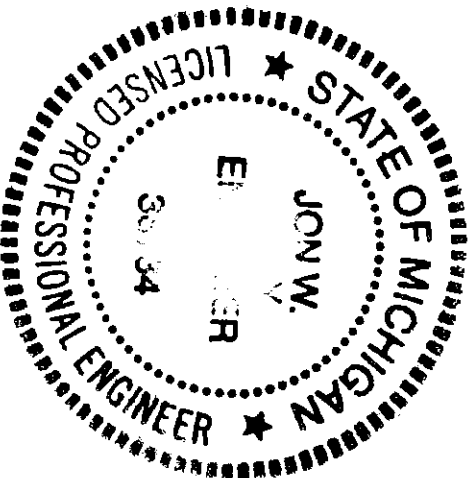
COVER SHEET
OF
WHISPERING PINES VILLAGE
CONDOMINIUMS

DEVELOPER:
WHISPERING PINES VILLAGE L.L.C.

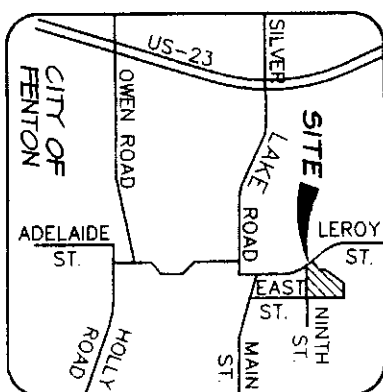
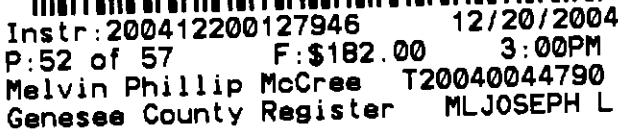
4524 TIMBER RIDGE DRIVE
GRAND BLANC, MICHIGAN 48439
(810) 655-6585

Jon W. Ledy
JON W. LEDY
PROFESSIONAL ENGINEER
NO. 38734

APEX ENGINEERS P.L.C.
820 SOUTH HURON ROAD (M-13)
LIVON, MICHIGAN 48154
PHONE: (984) 697-2593
FAX: (984) 697-2594

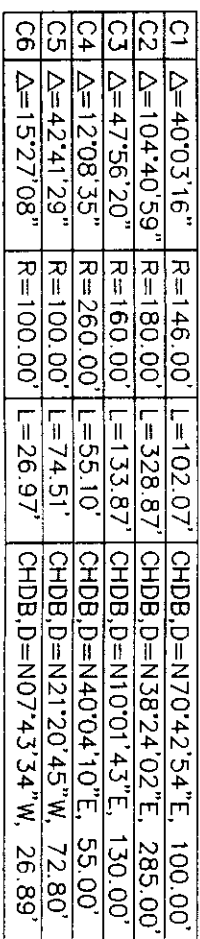
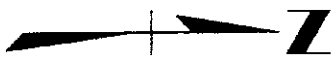


Instr: 200412200127946 12/20/2004
P: 61 of 57 F: \$182.00 3:00PM
Melvin Phillip McCree T20040044790
Genesee County Register MLJOSEPH L



GRAPHIC SCALE

50 0 25 50 100 200



	BEARING	DIST.
L1	N50°41'16"E	43.40'
L2	N33°59'53"E	103.05'
L3	N46°08'28"E	100.00'

BEARING	DIST.
L4 N42°41'29"W	14.68'
L5 N00°00'00"E	55.83'
L6 N15°27'08"W	43.08'

CENTERLINE LINE SCHEDULE

DATE: 11-16-04

PROFESSIONAL SURVEYOR
REGISTRATION NO. 43066

1. KEVIN T. POMAVILLE, REGISTERED LAND SURVEYOR WITHOUT PREJUDICE IN THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SUBDIVISION PLAN KNOWN AS WHISPERING PINES VILLAGE CONDOMINIUMS, PLAN NO. 360 AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION AND THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.

THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 54 OF THE PUBLIC ACTS OF 1978.

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITED REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 54 OF THE PUBLIC ACTS OF 1978.

THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142, OF ACT NO. 54 OF THE PUBLIC ACTS OF 1978.

SURVEYOR'S CERTIFICATE

PROPOSED DATE: NOVEMBER 1, 2004

SURVEY PLAN
OF
WHISPERING PINES VILLAGE
CONDOMINIUMS

WHISPERING PINES VILLAGE L.L.C.
4524 TIMBER RIDGE DRIVE
GRAND BLANC, MICHIGAN 48439

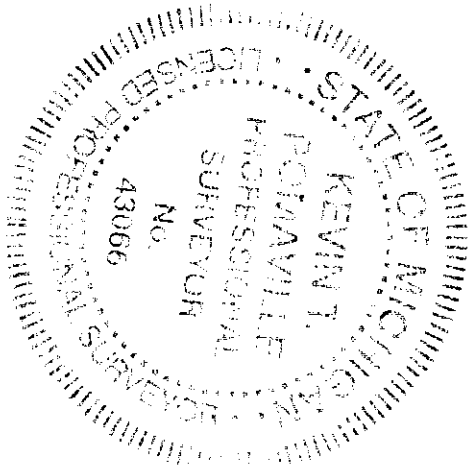
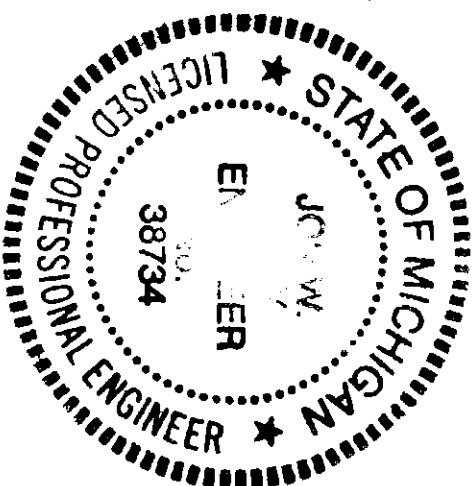
ADON W. LEDY
PROFESSIONAL ENGINEER
NO. 38734

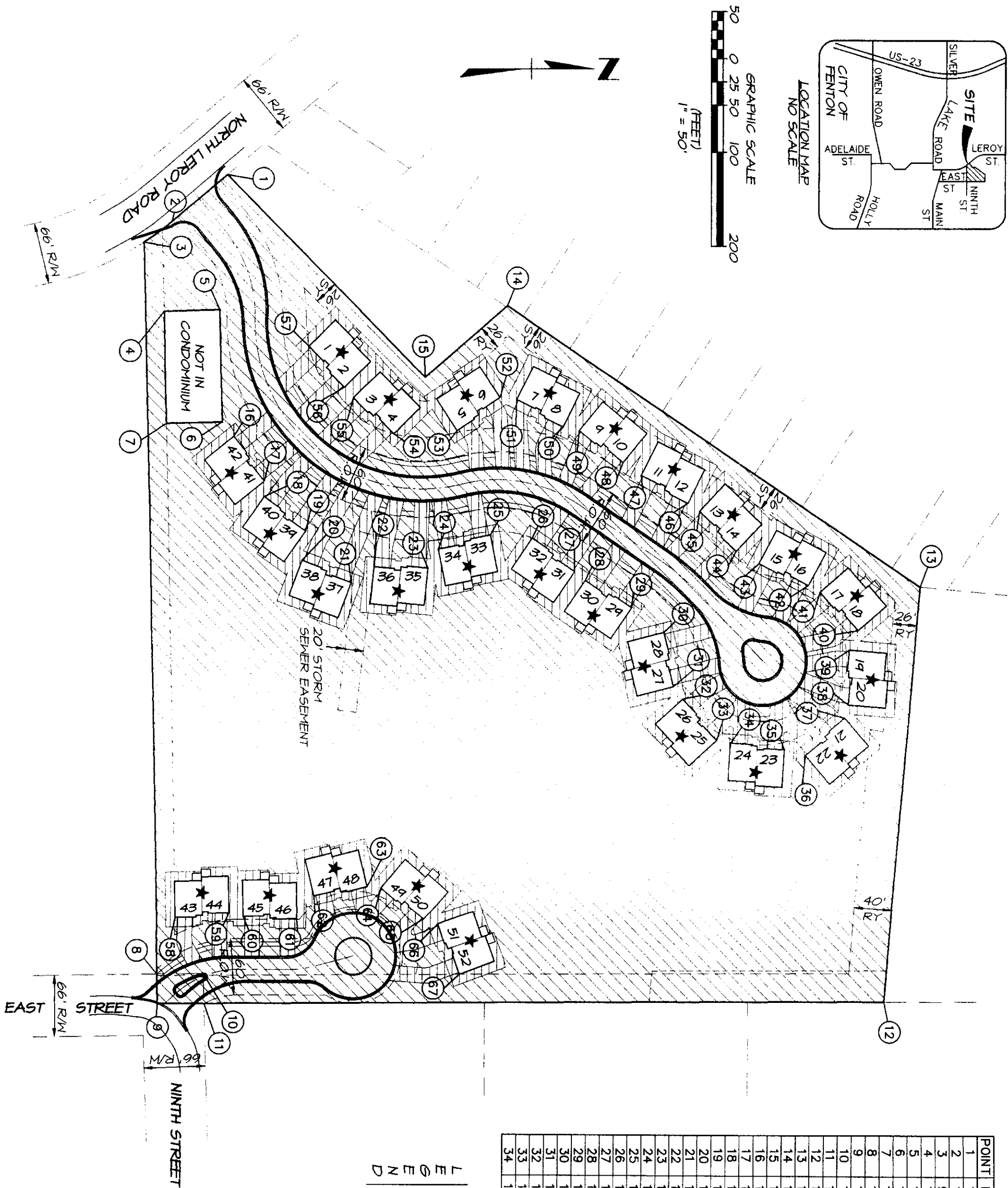
NO. 38734

ENGINEERS P.L.C.

220 SOUTH HURON ROAD (M-13),
LINWOOD, MICHIGAN 48634

PHONE-(989)697-2593
FAX- (989)697-2594

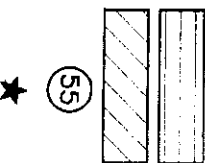




COORDINATE SCHEDULE		
POINT	NORTHING	EASTING
1	10069.95	9146.21
2	10010.39	9195.90
3	9980.21	9218.21
4	10002.08	9292.13
5	10062.07	9290.61
6	10065.10	9410.57
7	10005.12	9412.09
8	10000.00	10000.07
9	10000.80	10031.68
10	10049.94	9999.46
11	10051.06	10031.42
12	10780.69	10027.64
13	10816.23	9585.49
14	10371.75	9286.26
15	10283.12	9362.33
16	10077.42	9426.03
17	10110.41	9473.91
18	10110.39	9490.26
19	10155.38	9527.10
20	10151.68	9558.23
21	10204.69	9582.12
22	10229.11	9564.75
23	10287.24	9566.21
24	10298.51	9545.89
25	10354.65	9530.73
26	10399.47	9533.92
27	10445.33	9569.68
28	10456.88	9579.04
29	10507.21	9608.17
30	10542.01	9634.46
31	10552.70	9691.62
32	10562.76	9704.51
33	10599.43	9749.63
34	10614.32	9752.46

POINT	NORTHING	EASTING
35	10672.03	9759.59
36	10694.73	9765.70
37	10736.20	9724.93
38	10739.98	9710.42
39	10740.64	9652.27
40	10750.13	9632.07
41	10708.82	9591.16
42	10696.36	9584.07
43	10643.18	9560.55
44	10618.59	9547.59
45	10579.13	9504.89
46	10566.65	9496.55
47	10516.52	9467.10
48	10496.90	9453.21
49	10449.57	9419.43
50	10432.19	9415.64
51	10381.97	9386.35
52	10364.00	9384.27
53	10317.81	9419.59
54	10249.53	9423.21
55	10205.94	9384.72
56	10195.89	9373.57
57	10158.00	9329.46
58	10018.49	9940.03
59	10076.38	9934.57
60	10091.49	9938.91
61	10149.59	9941.44
62	10167.45	9915.29
63	10224.72	9905.24
64	10239.75	9907.03
65	10286.41	9941.73
66	10303.94	9943.89
67	10327.66	9996.98

L E S E N D
LIMITED COMMON ELEMENT
GENERAL COMMON ELEMENT
COORDINATE POINT
BUILDING MUST BE BUILT



PROPOSED DATE: NOVEMBER 1, 2004

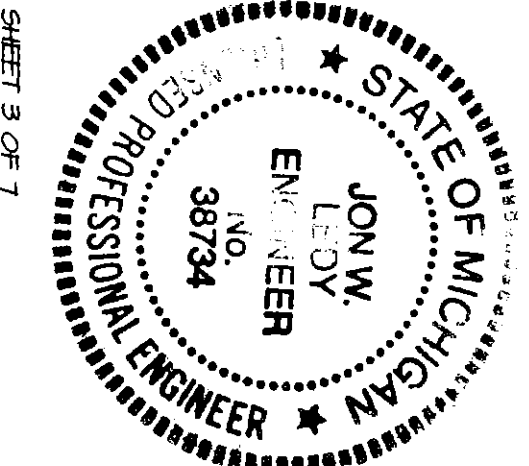
SITE PLAN

WHISPERING PINES VILLAGE
OF
CONDOMINIUMS

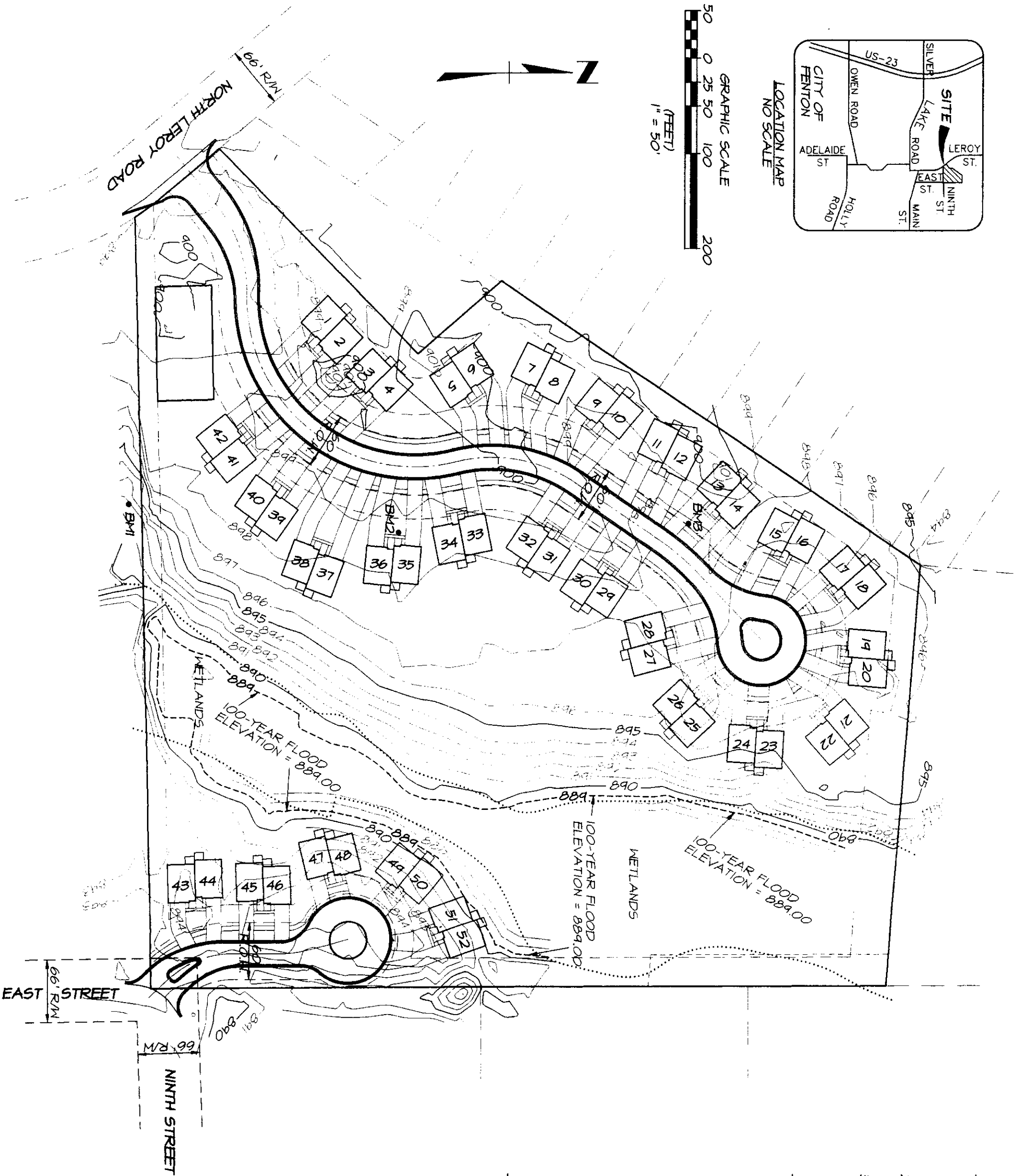
DEVELOPER:
WHISPERING PINES VILLAGE L.L.C.
4524 TIMBER RIDGE DRIVE
GRAND BLANC, MICHIGAN 48439
(616) 655-6505

JON W. LEDY
PROFESSIONAL ENGINEER
NO. 38734

APEX ENGINEERS P.L.C.
820 SOUTH HURON ROAD (M-13)
LINWOOD, MICHIGAN 48634
PHONE: (989) 697-2593
FAX: (989) 697-2594



Instr: 200412200127946 12/20/2004
P: 54 of 57 F: \$182.00 3:00PM
Melvin Phillip McCree T20040044790
Genesee County Register MLJOSEPH L



NOTES

1. 100 YEAR FREQUENCY FLOOD ELEVATION ESTABLISHED IN A STUDY PREPARED BY JON LEDY, PE OF APEX ENGINEERS, P.L.C.
2. NO PUBLIC IMPROVEMENT OR BUILDINGS LIE WITHIN A FLOOD HAZARD ZONE.
3. DISCHARGE INTO WETLANDS PER M.D.E.A. PERMIT NO. 04-25-0046-P

BENCHMARKS

FENTON BM#13, RAILROAD SPIKE IN EAST SIDE OF POWER POLE ON WEST SIDE OF N. OAK STREET 200 FT. NORTH OF SIXTH STREET, BOOK, 205-02, PAGE 2. ELEVATION 848.67 U.S.G.S.
BM1: SET NAIL AND DISK IN NE SIDE OF POWER POLE ELEVATION 848.90 U.S.G.S.
BM2: SET NAIL AND DISK IN TWIN 6" TREE ELEVATION 849.79 U.S.G.S.
BM3: SET NAIL AND DISK IN NW SIDE OF 8" TREE ELEVATION 848.89 U.S.G.S.

LEGEND

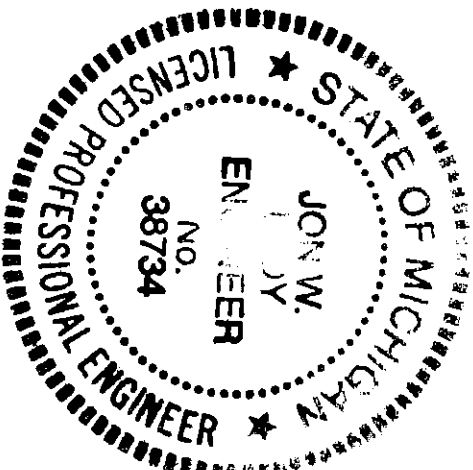
WETLANDS BOUNDARY
100 YEAR FLOOD PLAIN CONTOUR -----

PROPOSED DATE: NOVEMBER 1, 2004 FLOOD PLAIN PLAN OF WHISPERING PINES VILLAGE CONDOMINIUMS

DEVELOPER:
WHISPERING PINES VILLAGE L.L.C.
9524 TIMBER RIDGE DRIVE
GRAND BLANC, MICHIGAN 48439
(810) 655-6585

Jon M. Ledy
JON M. LEDY
PROFESSIONAL ENGINEER
NO. 38734

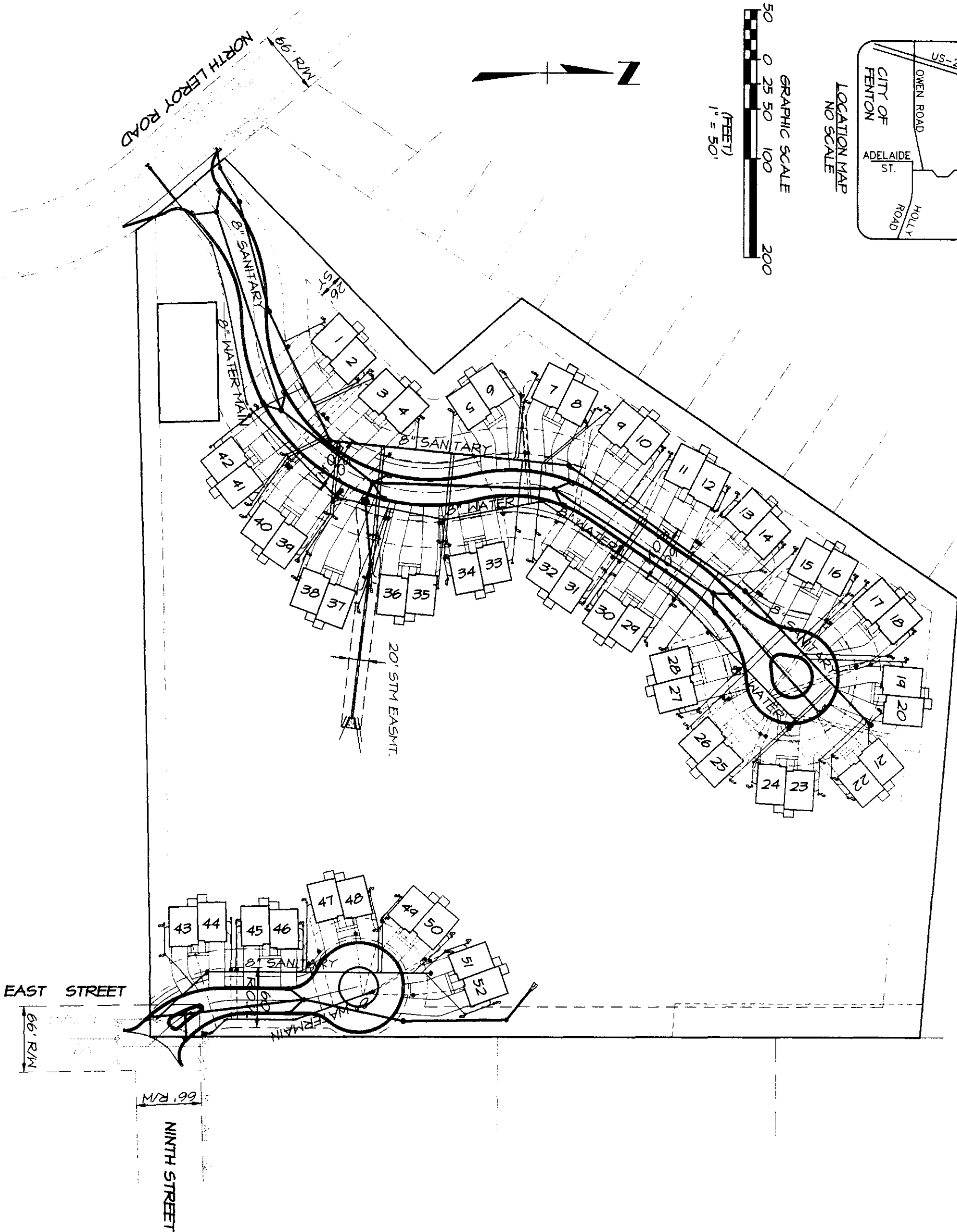
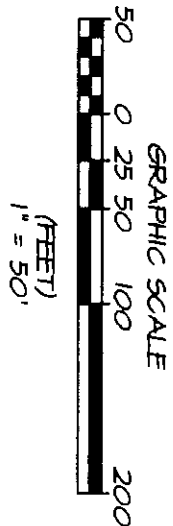
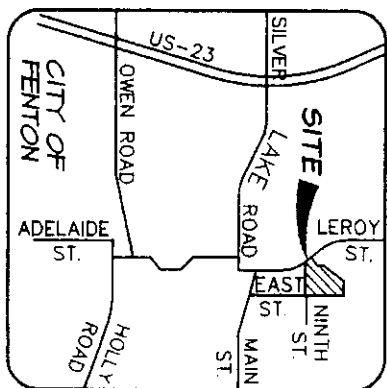
APEX ENGINEERS P.L.C.
820 SOUTH HIRON ROAD (M-13)
LINWOOD, MICHIGAN 48634
PHONE: (989) 647-2593
FAX: (989) 647-2594





Instr: 200412200127946 12/20/2004
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Melvin Phillip McCree T20040044790
Genesee County Register MLJOSEPH L

ASCRVBAPEX:an spring 27na5ccn0085 11 Nov 12 13:18:27 2004 APEX ENGINEERS P.L.C.



NOTES

1. WATER AND SANITARY SEWER UTILITIES ARE OWNED AND OPERATED BY THE CITY OF FENTON.
2. STORM SEWER OWNED AND OPERATED BY THE CONDOMINIUM ASSOCIATION.

UTILITY LOCATIONS

1. ON SITE GAS, ELECTRIC AND TELEPHONE TO BE SHOWN ON "AS BUILT" DRAWINGS.
2. STORM SEWER, SANITARY SEWER AND WATERMAIN PLANS PREPARED BY THIS OFFICE AND AS SHOWN, FINAL LOCATION TO BE ON "AS BUILT" DRAWINGS.
3. UTILITY WATER LOCATIONS WILL BE SHOWN ON "AS BUILT" DRAWINGS.

LEGEND

STORM SEWER SIZE WITH CB & MH	
SANITARY SEWER SIZE WITH MH	
WATERMAIN SIZE WHYDRANT & VALVE	
SANITARY SERVICE WITH CLEANOUT	
WATERMAIN SERVICE WITH VALVE	

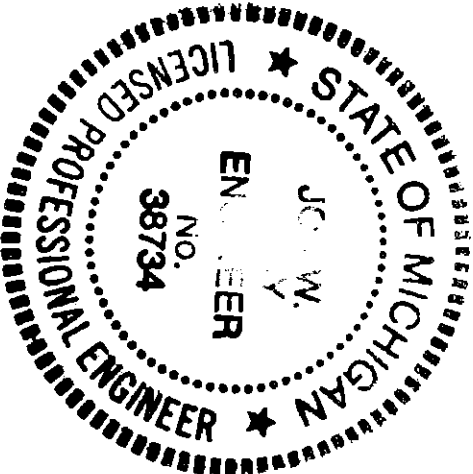
PROPOSED DATE: NOVEMBER 1, 2004

UTILITIES PLAN OF WHISPERING PINES VILLAGE CONDOMINIUMS

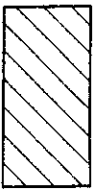
DEVELOPER: WHISPERING PINES VILLAGE L.L.C.
4524 TIMBER RIDGE DRIVE
GRAND BLANC, MICHIGAN 48439
(517) 655-6505

JON M. LEDY
PROFESSIONAL ENGINEER
NO. 38734

APEX ENGINEERS P.L.C.
820 SOUTH HURON ROAD (M-13)
LINCOLN, MICHIGAN 48634
PHONE: (484) 697-2593
FAX: (484) 697-2594



Instr: 200412200127946 12/20/2004
P: 57 of 57 F: \$182.00 3:00PM
Melvin Phillip McCree T20040044790
Genesee County Register MLJOSEPH L



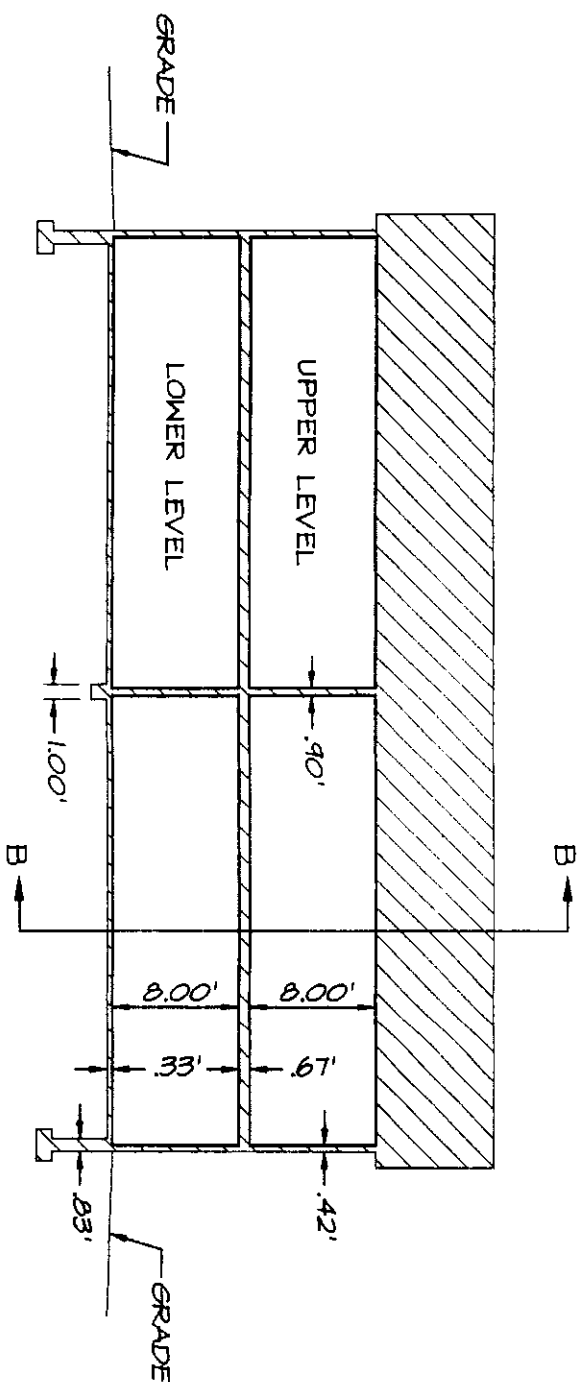
LEGEND

GENERAL COMMON ELEMENT

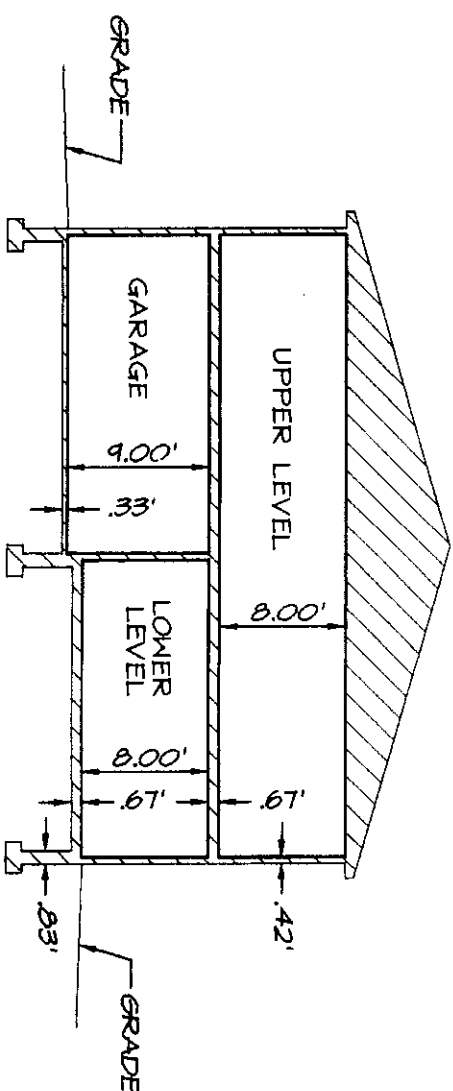
LIMITS OF OWNERSHIP

NOTES:

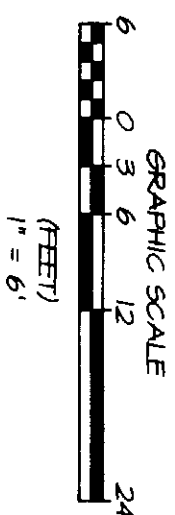
- 1.) OWNERSHIP LINES ARE AT 90° TO EACH OTHER UNLESS OTHERWISE NOTED



SECTION A-A



SECTION B-B



PROPOSED DATE: NOVEMBER 1, 2004

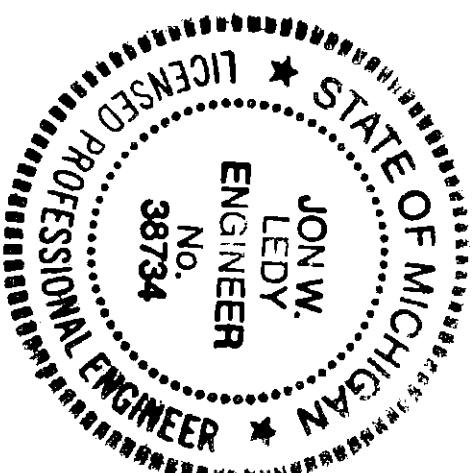
BUILDING SECTIONS
OF
WHISPERING PINES VILLAGE
CONDOMINIUMS

DEVELOPER:

WHISPERING PINES VILLAGE L.L.C.
9524 TIMBER RIDGE DRIVE
GRAND BLANC, MICHIGAN 48439
(810) 655-6505

JON W. LEDY
PROFESSIONAL ENGINEER
NO. 38734

APEX ENGINEERS P.L.C.
820 SOUTH HURON ROAD (M-13)
LIMWOOD, MICHIGAN 48634
PHONE: (989) 697-2593
FAX: (989) 697-2594



201405280047243 5/28/2014
 Pages:19 F:\$68.00 9:21 AM
 John J. Gleason T20140025055
 Genesee County Register MAIL

GEN CO REGISTER OF DEEDS
 RECEIVED

2014 MAY 28 AM 9:20

I hereby certify, based upon the records in my office, that there are no tax liens or titles held by the state, or by any individual, against the within description, and that all taxes due thereon have been paid for the 5 years next preceding the date of this instrument.

Deborah L. Cherry *5/28/14*

**FIRST AMENDMENT TO MASTER DEED
 OF
 WHISPERING PINES VILLAGE
 (Pursuant to the Condominium Act, MCL 559.101 et seq.)**

JRDC Land Company LLC (hereinafter referred to as "Developer"), whose address is PO Box 771, Bloomfield Hills, MI 48302, and Whispering Pines Village Condominium Association (the "Association"), being the association of Co-owners of Whispering Pines Village (sometimes referred to as the "Project"), hereby amend the Master Deed of the Project.

RECITALS

1. Whispering Pines Village was established as a condominium project pursuant to the Master Deed recorded as Instrument No. 200412200127946, Genesee County Records. The Project is designated as Genesee County Condominium Subdivision Plan No. 360.
2. The owners of Units 1, 2, 39, 40, 41 and 42 and the Developer agree and intend, pursuant to Section 48 of the Michigan Condominium Act, the authority contained in Articles VI and VIII of the Master Deed and signed agreement attached hereto as Exhibit C to the Master deed, to amend the Master Deed to provide for the removal and exclusion of Units 1, 2, 39, 40, 41 and 42 from any liability or obligation for costs, dues and/or assessments for the maintenance, decoration, repair and/or replacement of General Common Elements as set forth in Articles IV and V of the Master Deed.
3. The Developer further intends, pursuant to Section 48 of the Michigan Condominium Act and to the authority contained in Articles VI and VIII of the Master Deed, to amend the Master Deed to provide for the modification and consolidation of Units 3-38 and 43-52, currently owned by the Developer, into the newly designed and platted Single Family Units 3-38 and 43-50.

NOW THEREFORE, it is therefore agreed that the Master Deed is hereby amended in the following manner:

1. Replat No. 1 of the Condominium Subdivision Plan.

Page 1 of 3

Tax Id No. 53-25-515-061, 53-25-515-052

6/10/19

Sheet numbers 1, 2, 3, 4, 5, 6, and 7 of the Genesee County Condominium Subdivision Plan No. 360 attached as Exhibit B to the Master Deed, are hereby replaced by Sheet numbers 1, 2, 3, 4, 5, 6, 7 and 8, which are part of Replat No. 1 attached hereto as Exhibit B.

2. Modification of Master Deed.

Common Elements: Article IV, Section 3(a) of the Master Deed is hereby amended to read as follows:

- (a) General Common Elements: The costs of maintenance, decoration, repair, replacement, landscaping and insurance of all General Common Elements shall be born by the Association as follows:
- (1) The costs of maintenance, decoration, repair, replacement, landscaping and insurance of all General Common Elements, excluding those located within the Units 1, 2, 39, 40, 41 and 42, shall be born by the Co-owners of Units 3-38 and 43-50 in equal shares.
 - (2) Co-owners of Units 1, 2, 39, 40, 41 and 42 shall not be responsible for costs of maintenance, decoration, repair, replacement, landscaping and insurance of Common Elements located outside of Units 1, 2, 39, 40, 41 and 42. Co-owners of Units 1, 2, 39, 40, 41 and 42 shall be responsible for the costs of maintenance, decoration, repair, replacement, landscaping and insurance of all Common Elements located within the borders of their respective units and bear a pro rata share of the costs of maintenance, decoration, repair, replacement, landscaping and insurance of Common Elements shared with adjacent Co-owners of Units 1, 2, 39, 40, 41 and 42.

Percentage of Value. Article V, Section 2 of the Master Deed is hereby amended to read as follows:

Section 2. Percentage of Value. The percentage of value assigned to each of the Units is equal except as set forth herein. The Co-owners of Units 3-38 and 43-50 each have an equal vote and share equally in expenses of maintaining the General Common Elements. Due to the unique and similar characteristics of the duplex Units 1, 2, 39, 40, 41 and 42, the determination was made that it is fair and equitable that the Co-owners of Units 1, 2, 39, 40, 41 and 42 are not responsible for any expenses of maintaining Common Elements located outside of their respective units and have no vote relating thereto at meetings of the Association of Co-owners. Similarly, Co-owners of Units 3-38 and 43-50 are not responsible for any expenses of maintaining and have no vote concerning Common Elements located within Units 1, 2, 39, 40, 41 and 42. Co-owners of Units 1, 2, 39, 40, 41 and 42 shall be responsible for the costs of maintenance, decoration, repair, replacement, landscaping and insurance of all

Common Elements located within the borders of their respective units and bear a pro rata share of the costs of maintenance, decoration, repair, replacement, landscaping and insurance of Common Elements shared with adjacent Co-owners of Units 1, 2, 39, 40, 41 and 42. The total value of the project is 100%.

DEVELOPER:

JRDC Land Company, LLC, a Michigan Limited Liability Company

By: 
David Cutsinger
Its: Manager

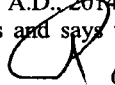
STATE OF MICHIGAN)

) ss:

COUNTY OF Genesee

On this 20th day of May, A.D., 2014, before me personally appeared David Cutsinger and being duly sworn, deposes and says that he/she has signed same of his/her own free will.

*Its Manager
JRDC LAND CO, LLC


CRAG L. MCARA
Notary Public in Genesee County
Acting in Genesee County
My commission expires: 4/9/2020

THE ASSOCIATION:

By: 
David Cutsinger
Its: President

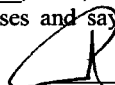
STATE OF MICHIGAN)

) ss:

COUNTY OF Genesee

On this 20th day of May, A.D., 2014, before me personally appeared David Cutsinger and being duly sworn, deposes and says that he/she has signed same of his/her own free will.

*Its PRESIDENT,
THE ASSOCIATION


CRAG L. MCARA
Notary Public in Genesee County
Acting in Genesee County
My commission expires: 4/9/2020

Drafted by and return to:
Craig L. McAra (P71285)
Gault Davison, PC
8455 S. Saginaw St., Ste. 2
Grand Blanc, MI 48439

Exhibit B

GENESEE COUNTY
CONDOMINIUMS SUBDIVISION PLAN NO. _____
EXHIBIT B TO THE FIRST AMENDMENT OF THE MASTER DEED OF
**WHISPERING PINES VILLAGE
CONDOMINIUMS**

DEVELOPER
WHISPERING PINES VILLAGE L.L.C.
4524 TIMBER RIDGE DRIVE
GRAND BLANC, MICHIGAN 48439
(810) 655-6585

LEGAL DESCRIPTION:

[illegible]

PARCEL 3 THAT PART OF LOT 84, OF ASSESSOR'S PLAT NO. 1, ACCORDING TO THE RECORDED PLAT, THEREOF AS RECORDED IN LIBER 10 OF PLATS, PAGE 18, GNESENE COUNTY RECORDS, LYING WESTERLY OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 84, THAT IS EASTERLY 20.00 FEET FROM THE SOUTHWEST CORNER OF SAID LOT, THENCE NORTH AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 84, A DISTANCE OF 356.00 FEET, MORE OR LESS, TO A POINT OF BEGINNING, EXCEPTING THEREFROM, COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 84, ASSESSOR'S PLAT NO. 1, AT A POINT IN THE EASTERS, LYING 10.00 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 84, THENCE EAST ALONG THE SOUTHERN BOUNDARY LINE OF SAID LOT 84, 191.50 FEET, THENCE NORTH 20.00 FEET FOR THE POINT OF BEGINNING, THENCE WEST BY AN IRON STRAP, 120.00 FEET, THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID LOT 84, 120.00 FEET, THENCE SOUTH 40.00 FEET, THENCE EAST PARALLEL WITH SOUTH LINE OF SAID LOT 84, 120.00 FEET, TO THE POINT OF BEGINNING, ALSO EXCEPTING THEREFROM THE SOUTHERLY 20.00 FEET THEREOF.

(ALSO DESCRIBED AS: LAND SITUATED IN LOTS 64 AND 85 OF ABERDEEN PLAT NO. 1, IN SECTIONS 29 AND 30, TOWN 8 NORTH, RANGE 6 EAST, VILLAGE (NOW CITY) OF FRITON, GENESSEE COUNTY, MICHIGAN ACCORDING TO THE RECORDS THEREIN AS RECORDED IN LIBERTY ON PAGES 78 AND 79, VOLUME 14 PLATS, GENESSEE COUNTY RECORDS AND BEING DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 84, THENCE NORTH 71° 55' FEET ALONG THE WESTERLY LINE OF SAID LOT 84, THENCE SOUTH 37° 04' EAST, 303.54 FEET (RECORDED AS 300.78 FEET) ALONG SAID LOT LINE, THENCE NORTH 34° 27' 51" WEST, 374.53 FEET TO THE POINT OF ANGLE; THENCE NORTH 37° 04' EAST, 71.57 FEET ALONG SAID NORTHEASTLY LINE TO THE NORTHEAST CORNER OF SAID LOT 84, THENCE NORTH 42° 30' 44" EAST, 303.54 FEET (RECORDED AS 300.78 FEET) ALONG SAID LOT LINE, THENCE NORTH 34° 27' 51" WEST, 374.53 FEET TO THE POINT OF ANGLE; THENCE NORTH 37° 04' EAST, 49.57 FEET ALONG THE NORTH LINE OF LOT 84, THENCE SOUTH 80° 32' 54" WEST, 174.90 FEET (PLATTED AS 174.20 FEET) ALONG THE EAST LINE OF LOT 84 AND 85 TO THE SOUTH LINE OF LOT 84, THENCE SOUTH 80° 32' 54" WEST, EXCEPTING THEREFROM.

COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 84, ASSESSOR'S PLAT NO. 1, AT A POINT IN EASTERN BOUNDARY LINE OF THE PUBLIC ROAD WHICH POINT IS MARKED BY AN IRON STAKE, THENCE EAST ALONG THE SOUTHERN BOUNDARY LINE OF SAID LOT 84, 100.00 FEET; THENCE NORTH 20.00 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 60.00 FEET; THENCE WEST PARALLEL WITH SOUTH LINE OF SAID LOT 84, 100.00 FEET; THENCE NORTH 20.00 FEET; THENCE EAST PARALLEL WITH SOUTH LINE OF SAID LOT 84, 120.00 FEET TO THE POINT OF BEGINNING.

ATTENTION: COUNTY REGISTER OF DEEDS

SHEET INDEX

1. COVER SHEET *
2. SURVEY PLAN
3. SITE PLAN *
4. FLOOD PLAIN PLAN *
5. UTILITY PLAN *
6. DUPLEX BUILDING FLOOR PLANS *
7. DUPLEX BUILDING SECTIONS *
8. BUILDING ENVELOPE DETAILS *

NOTE:


NOTE: THE ASTERISK "*" AS SHOWN IN THE SHEET INDEX INDICATES AMENDED SHEETS WHICH ARE REVISED DATED JUNE 1, 2014. ONLY THOSE REVISED SHEETS ARE INCLUDED IN THIS SUBMISSION.

PROPOSED DATE: JUNE 1, 2014

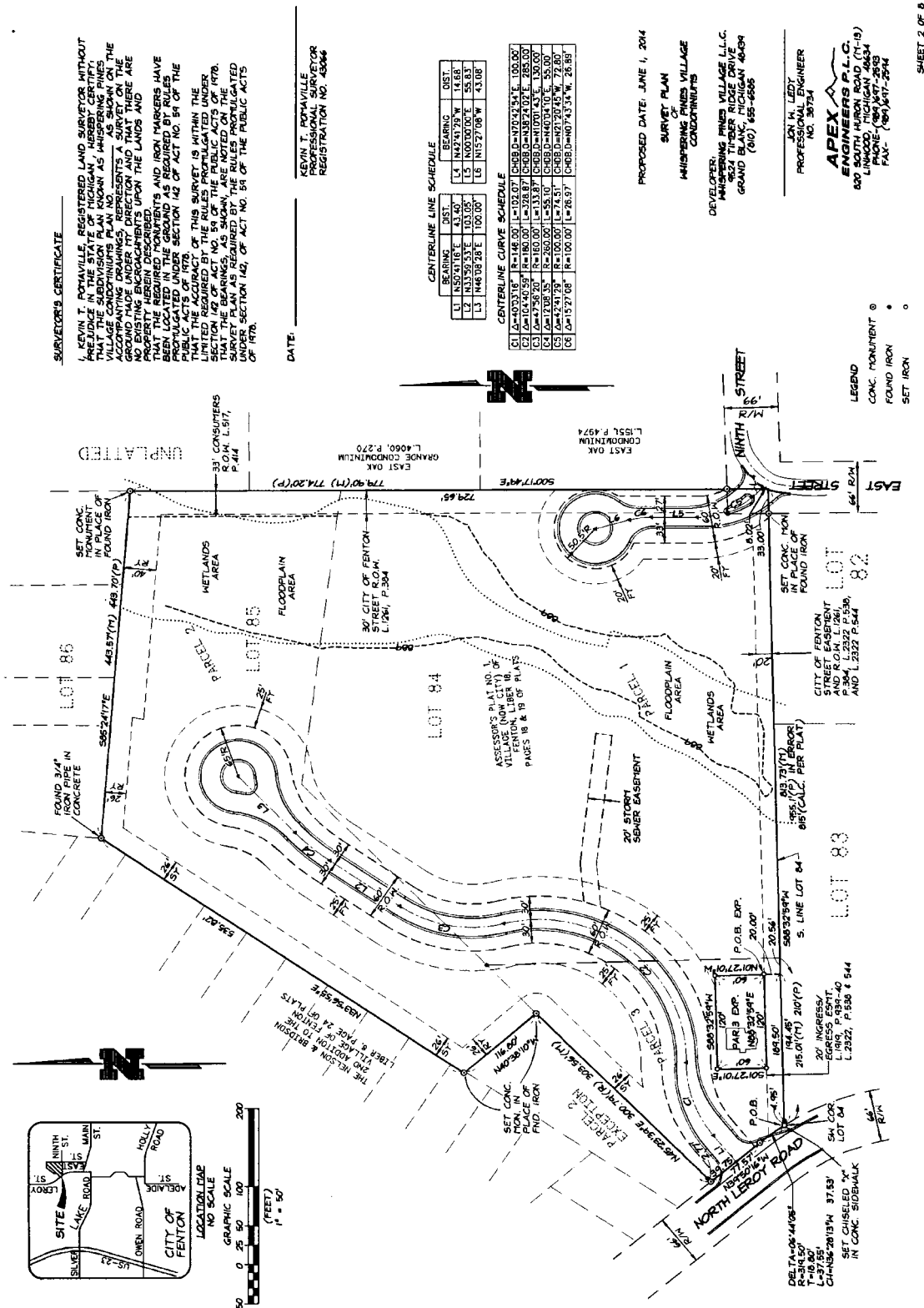
COVER SHEET
OF
WHISPERING PINES VILLAGE
CONDOMINIUMS

DEVELOPER:
WHISPERING PINES VILLAGE L.L.C.
9524 TIMBER RIDGE DRIVE
GRAND BLANC, MICHIGAN 48439
(810) 655-6505

JON W. LEDY
PROFESSIONAL ENGINEER
NO. 38734

APEX 
ENGINEERS P.L.C.
820 SOUTH HURON ROAD (M-13)
LINWOOD, MICHIGAN 48634
PHONE - (484) 697-2593
FAX - (484) 697-2594

SHEET 1 OF 8



COORDINATE SCHEDULE

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50
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NOTES: FOR DETAILED ENVELOPE DIMENSIONS
UNITS 3 - 36 & 43 - 50, SEE SHEET 6 OF 8
FOR DETAILED DUPLEX PLANS
UNITS 1 - 2 & 39 - 42, SEE
SHEET 6 OF 8 & SHEET 7 OF 8

PROPOSED DATE: JUNE 1, 2014

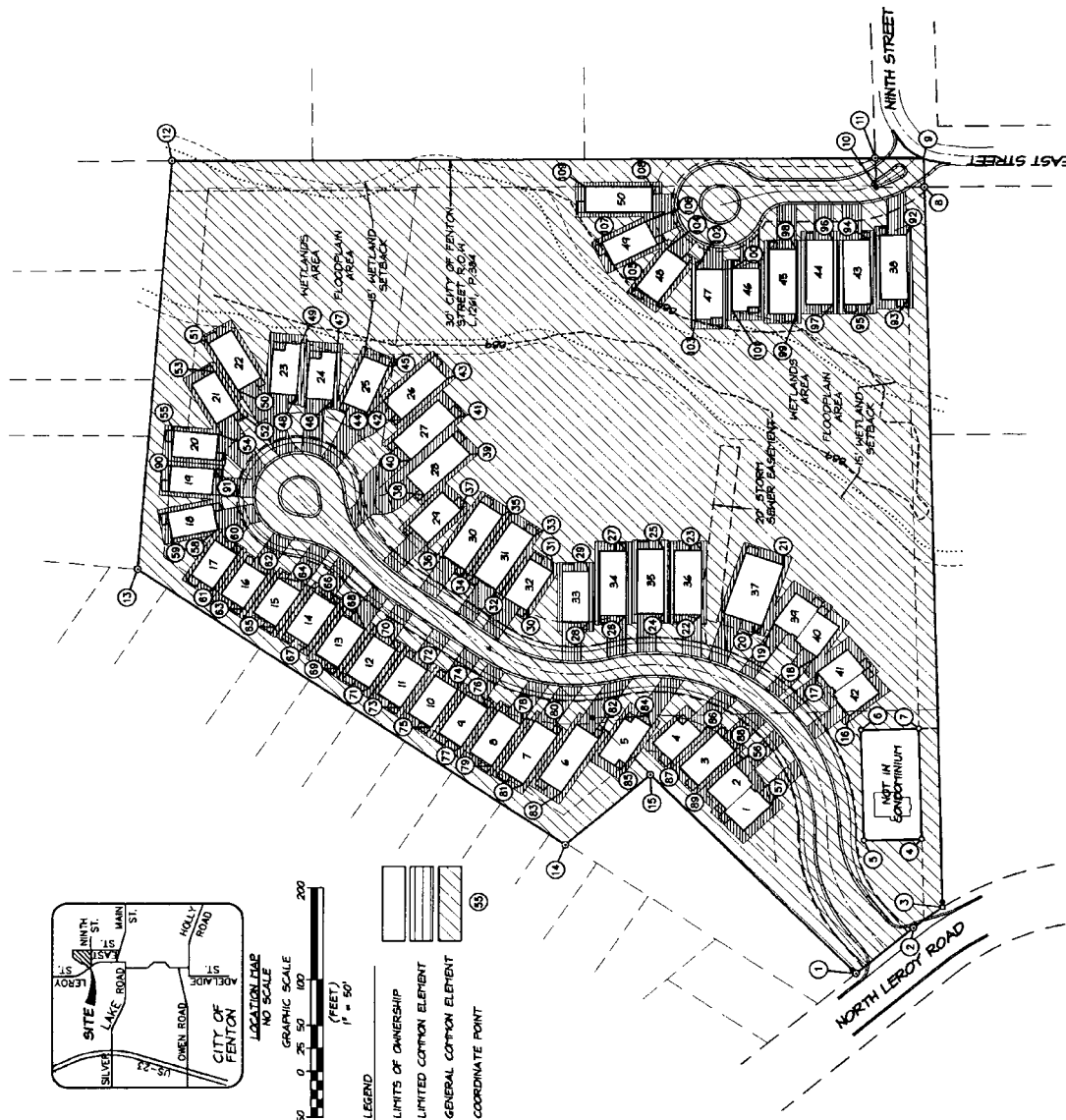
SITE PLAN

MANAGER OF PINES VILLAGE
CONDOMINIUMS
DEVELOPER:
MANAGER OF PINES VILLAGE LLC
9924 TWINER RIDGE DRIVE
GRAND BLANC, MICHIGAN 48439
(810) 685-1666

JON A. LEDY
PROFESSIONAL ENGINEER
NO. 30754

APEX
ENGINEERS P.L.C.
800 WEST MAIN STREET, SUITE 101
LANSING, MICHIGAN 48226
PHONE: (313) 487-2593
FAX: (313) 487-2594

SHEET 3 OF 8



NOTES

1. 100 YEAR FREQUENCY FLOOD ELEVATION ESTABLISHED AND SURVEYED BY JON LEDY, PE OF APEX ENGINEERS, P.L.C.
2. NO PUBLIC IMPROVEMENT OR BUILDINGS LIE WITHIN A FLOOD HAZARD ZONE.
3. DISCHARGE INTO WETLANDS PER M.D.E.G. PERMIT NO. 04-25-0046-P

BENCHMARKS

FENTON BTH13: RAILROAD SPIKE IN EAST SIDE OF POWER POLE ON WEST SIDE OF N. OAK STREET 200 FT. S. NORTH OF SIXTH STREET. ELEVATION 896.67 U.S.G.S.

BTH12: SET NAIL AND DISK IN NE SIDE OF POWER POLE ELEVATION 898.90 U.S.G.S.

BTH13: SET NAIL AND DISK IN THIN 6" TREE ELEVATION 899.79 U.S.G.S.

BTH14: SET NAIL AND DISK IN NW SIDE OF 8" TREE ELEVATION 898.69 U.S.G.S.

LEGEND

WETLANDS BOUNDARY
WETLANDS SETBACK
100 YEAR FLOOD
PLAIN CONTOUR

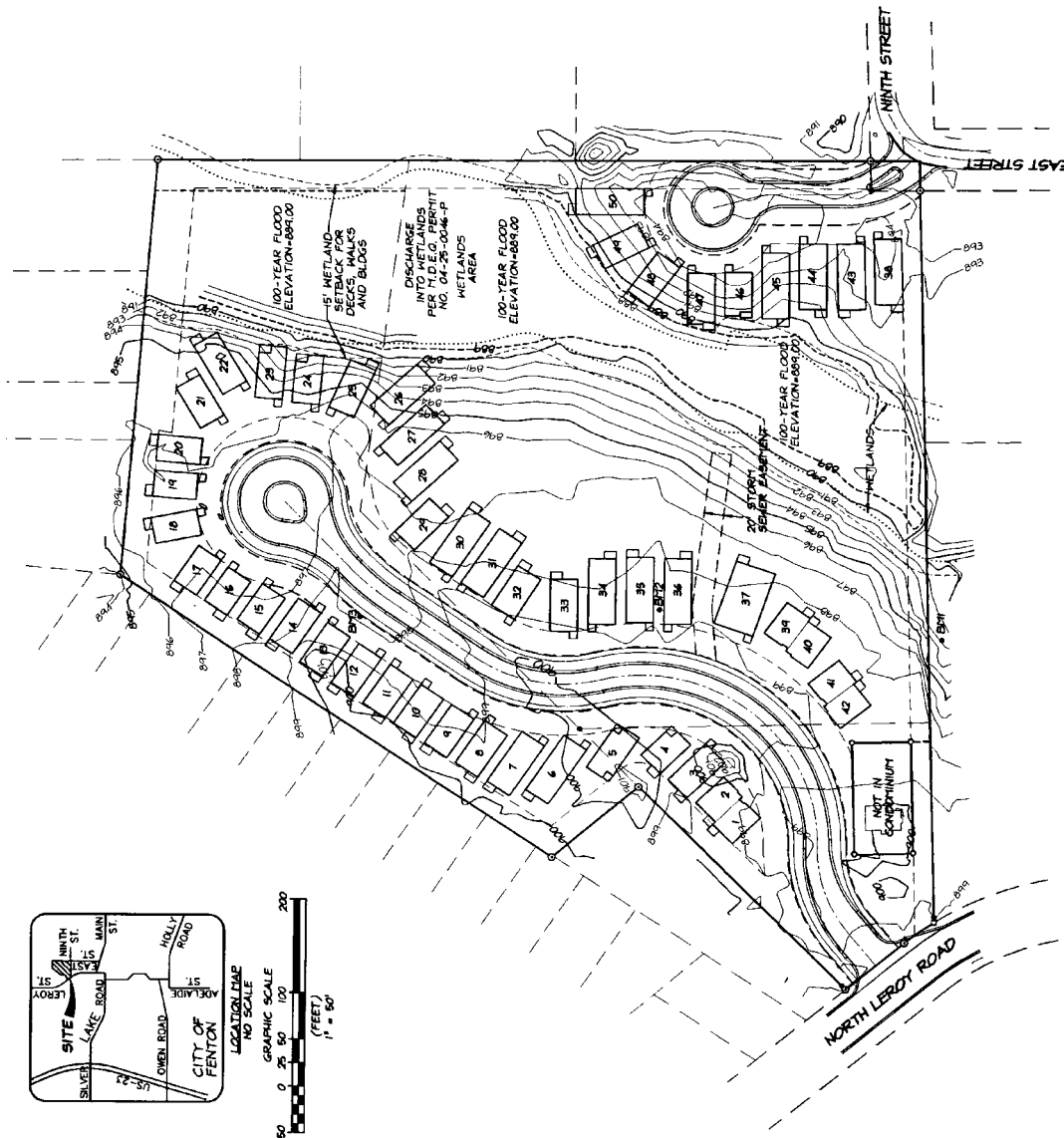
PROPOSED DATE: JUNE 1, 2014
FLOOD PLAIN PLAN
OF
WHISPERING PINES VILLAGE
CONDOMINIUMS

DEVELOPER:
WHISPERING PINES VILLAGE LLC.
4524 TITLER RIDGE DRIVE
GRAND BLANC, MICHIGAN 48439
(810) 655-6505

JON W. LEDY
PROFESSIONAL ENGINEER
NO. 30754

APEX
ENGINEERS P.L.C.
820 SOUTH HURON ROAD (71-13)
LANSING, MICHIGAN 48204
PHONE: (313) 947-2593
FAX: (313) 947-2594

SHEET 4 OF 8



NOTES

1. WATER AND SANITARY SEWER UTILITIES ARE OWNED AND OPERATED BY THE CITY OF FENTON.
2. STORM SEWER OWNED AND OPERATED BY THE CONDOMINIUM ASSOCIATION.

UTILITY LOCATIONS

1. ON SITE GAS, ELECTRIC AND TELEPHONE TO BE SHOWN ON "AS BUILT" DRAWINGS.
2. STORM SEWER, SANITARY SEWER AND WATERMAIN PLANS PREPARED BY THIS OFFICE AND AS SHOWN. FINAL LOCATION TO BE ON "AS BUILT" DRAWINGS.
3. UTILITY WATER LOCATIONS WILL BE SHOWN ON "AS BUILT" DRAWINGS.

LEGEND

STORM SEWER SIZE WITH CB & MH	15" STH
SANITARY SEWER SIZE WITH MH	8" SAN
WATERMAIN SIZE WATERMANT & VALVE	8" W
SANITARY SERVICE WITH CLEANOUT	CO
WATERMAIN SERVICE WITH VALVE	

PROPOSED DATE: JUNE 1, 2014

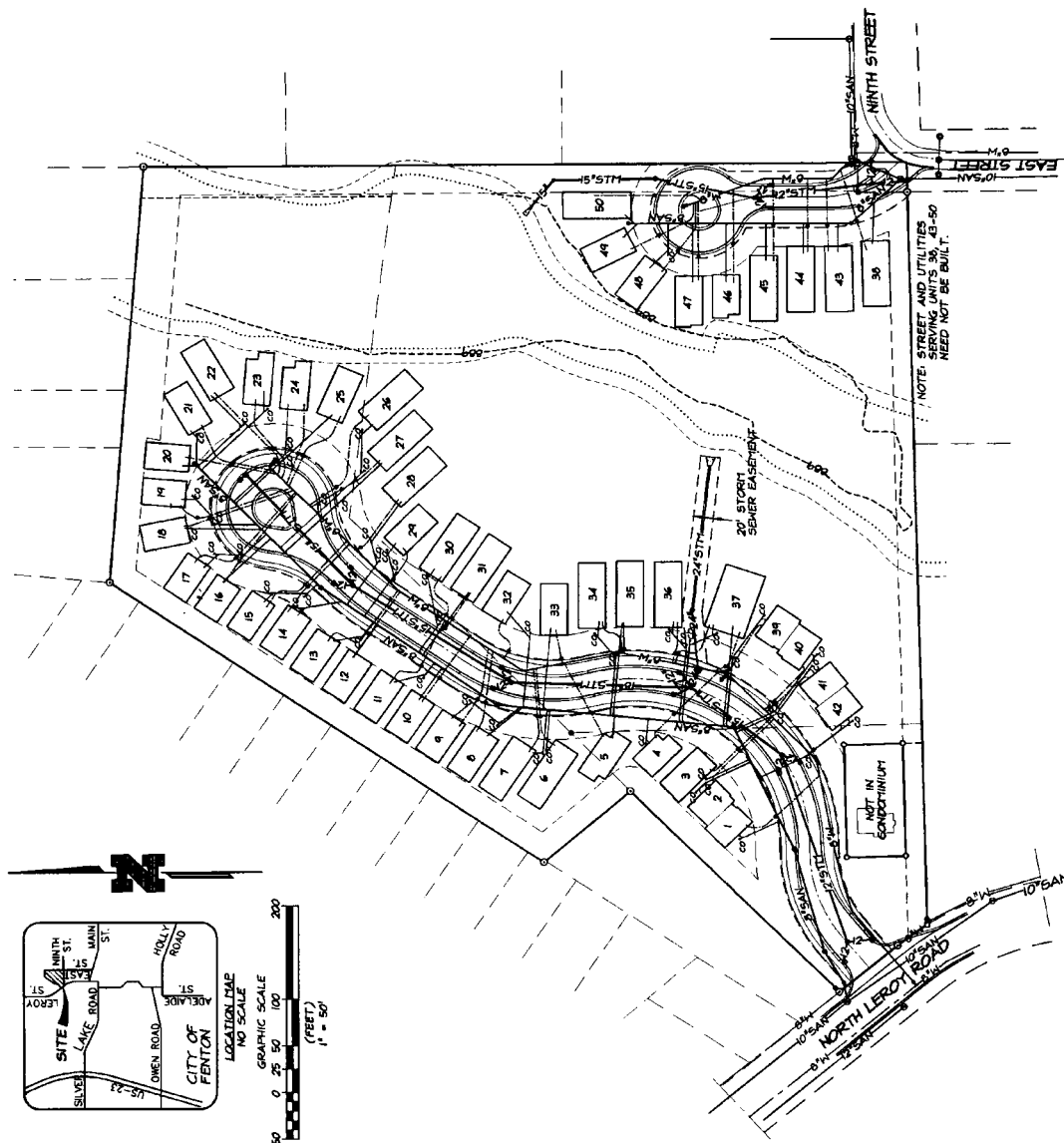
UTILITIES PLAN
OF
WHISPERING PINES VILLAGE
CONDOMINIUMS

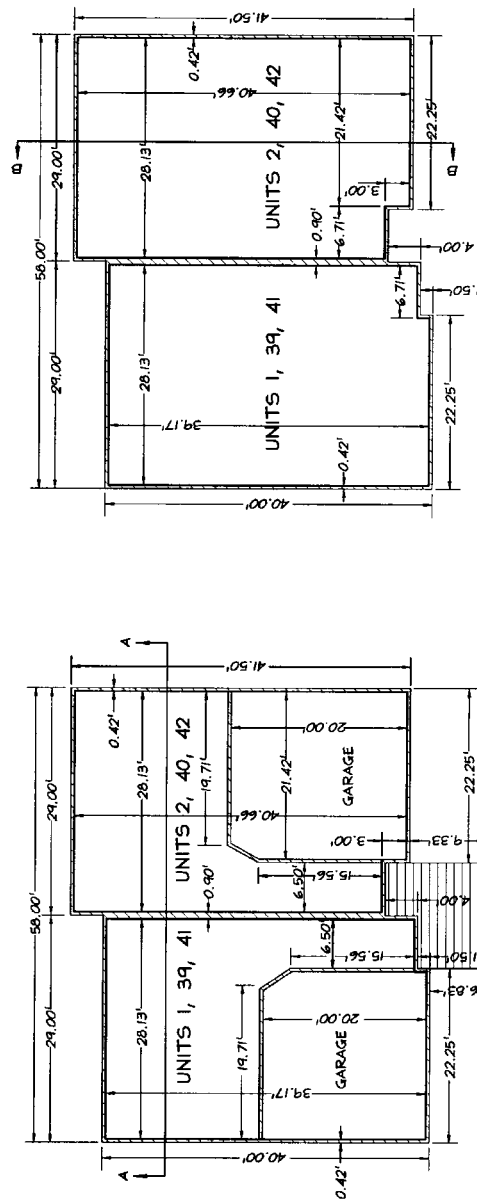
DEVELOPER:
WHISPERING PINES VILLAGE LLC,
1924 TIMBER RIDGE DRIVE
GRAND BLANC, MICHIGAN 48439
(810) 655-4585

JON W. LEDY
PROFESSIONAL ENGINEER
NO. 39734

APEX
ENGINEERS P.L.C.
820 SOUTH HURON ROAD (71-13)
LINCOLN, MICHIGAN 48634
PHONE: (889) 697-2549
FAX: (889) 697-2544

SHEET 5 OF 8



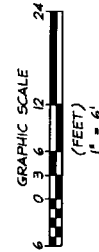
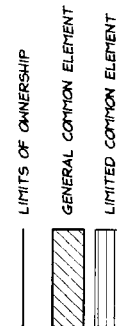


LOWER FLOOR PLAN

UPPER FLOOR PLAN

UNITS 1, 2, 39, 40, 41, 42

LEGEND

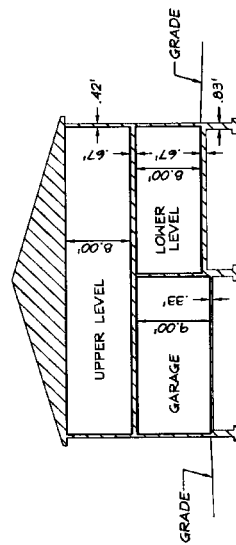
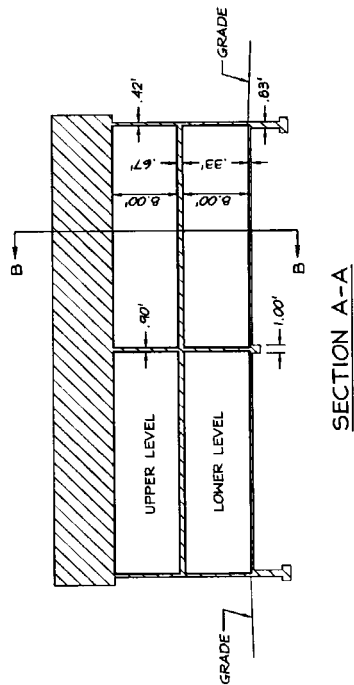


PROPOSED DATE: JUNE 1, 2014
 DUPLEX BUILDING FLOOR PLANS
 OF
 WHISPERING PINES VILLAGE
 CONDOMINIUMS
 DEVELOPER:
 WHISPERING PINES VILLAGE L.L.C.
 9524 TIMBER RIDGE DRIVE
 GRAND BLANC, MICHIGAN 48439
 (810) 655-6585

ION W. LEDY
 PROFESSIONAL ENGINEER
 NO. 38734

APEX
 ENGINEERS P.L.C.
 820 SOUTH HURON ROAD (14-13)
 LINCOLN, MICHIGAN 48634
 PHONE: (889) 697-2593
 FAX: (889) 697-2594

SHEET 6 OF 8



SECTION B-B

UNITS 1, 2, 39, 40, 41, 42

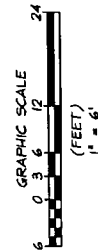
NOTES:

1.) OWNERSHIP LINES ARE AT 90° TO EACH OTHER UNLESS OTHERWISE NOTED.

LEGEND

GENERAL COMMON ELEMENT

LIMITS OF OWNERSHIP



PROPOSED DATE: JUNE 1, 2014
DUPLEX BUILDING SECTIONS
OF
WHISPERING PINES VILLAGE
CONDOMINIUMS

DUPLEX BUILDING SECTIONS
OF
WHISPERING PINES VILLAGE
CONDOMINIUMS

DUPLEX BUILDING SECTIONS
OF
WHISPERING PINES VILLAGE

WHITFORDS FINE VILLAGE CONDOMINIUMS

CONDOMINIUMS

DEVELOPER:
WHISPERING PINES VILLAGE L.L.C.
9524 TIMBER RIDGE DRIVE
GRAND BLANC, MICHIGAN 48439
(810) 655-6585

DEVELOPER:
WHISPERING PINES VILLAGE LLC.

WHISPERING PINES VILLAGE LLC.
9524 TIMBER RIDGE DRIVE

9524 HILBER RIDGE DRIVE
GRAND BLANC, MICHIGAN 48439

(810) 655-6585

JON W. LEDY
PROFESSIONAL ENGINEER
NO. 38734

JON W. LEDY
PROFESSIONAL ENGINEER

NO. 38734

APEX

APEX

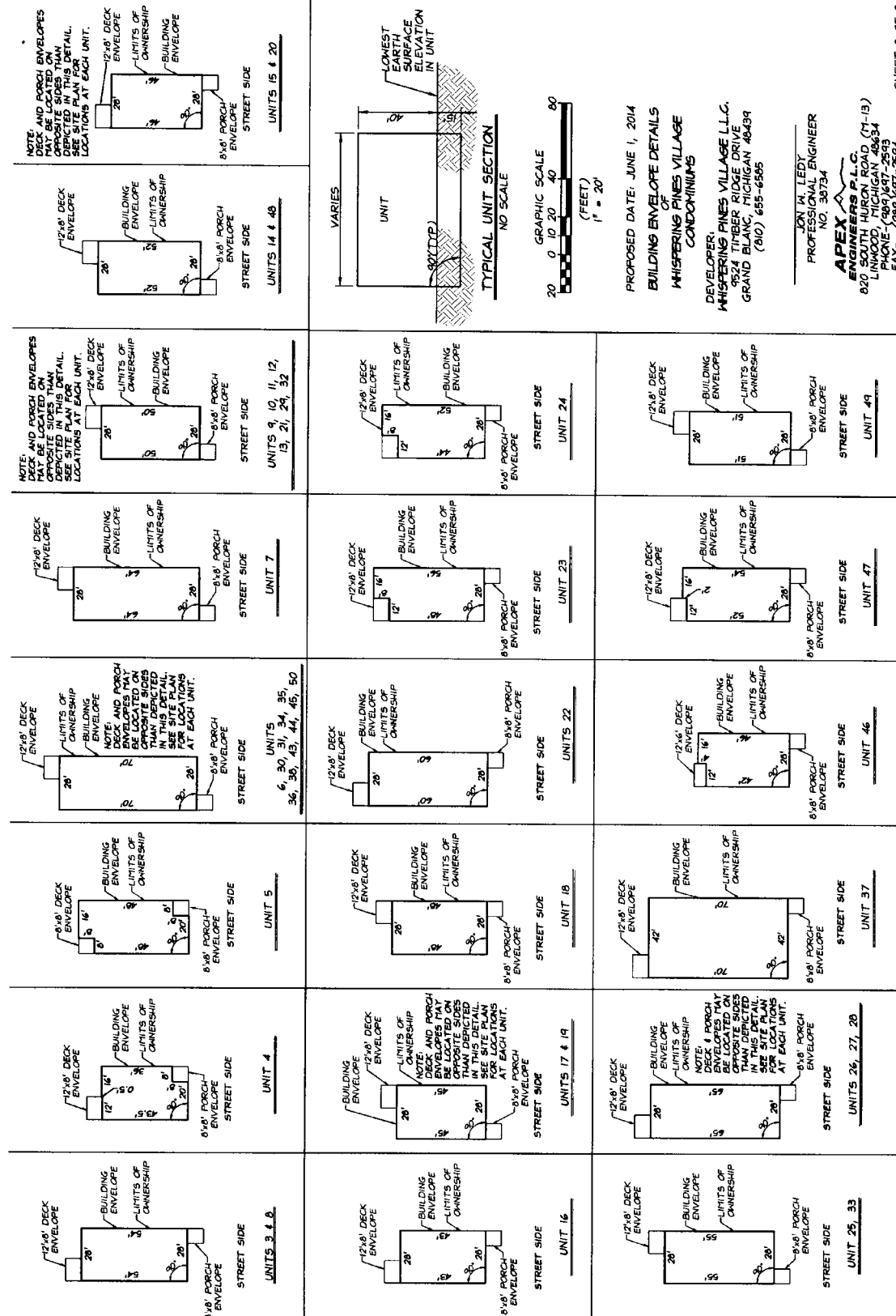
ENGINEERS P.L.C.
820 SOUTH HURON ROAD (M-13)
LINWOOD MICHIGAN 48634

820 SOUTH HURON ROAD (17-13)
LINWOOD, MICHIGAN 48634

PHONE - (989) 697-2593
FAX - (989) 697-2591

FAX - (404) 691-2344

SHEET 7 OF 8



SHEET 8 OF 8

Exhibit C

EXHIBIT C

WHISPERING PINES VILLAGE

APPROVAL OF AMENDMENT TO MASTER DEED BY DEVELOPER AND
AFFECTED CO-OWNERS

The Whispering Pines Village Condominium Association (the "Association"), comprising the undersigned JRDC Land Company, LLC (hereinafter referred to as "Developer"), whose address is PO Box 771, Bloomfield Hills, MI 48302, owner of Units 39 and 40 of the Whispering Pines Village Condominium Project (sometimes referred to as the "Project"); and Mary S. Ward and Sara J. Ward, co-owners of Unit 42 of the Project; and Marlo Howieson and Evan Howieson, co-owners of Unit 41 of the Project; and Karen McKean, owner of Units 1 and 2 of the Project, hereby vote and agree:

WHEREAS the Master Deed of the Whispering Pines Village must be amended to make further development of the Project financially viable; and the undersigned parties have read, understood and approved the First Amendment to the Whispering Pines Village Master Deed; and further agree that such amendments to the Master Deed are in the best interests of the undersigned parties and other potential Association Co-Owner members;

THE ASSOCIATION and its current members agree that the Master Deed of the Whispering Pines Village shall be amended to reflect the following:

1. Replat No. 1 of the Condominium Subdivision Plan.

Sheet numbers 1, 2, 3, 4, 5, 6, and 7 of the Genesee County Condominium Subdivision Plan No. 360 attached as Exhibit B to the Master Deed, are hereby replaced by Sheet numbers 1, 2, 3, 4, 5, 6, 7 and 8, which are part of Replat No. 1 attached hereto as Exhibit B.

2. Modification of Master Deed.

Common Elements: Article IV, Section 3(a) of the Master Deed is hereby amended to read as follows:

(a) General Common Elements: The costs of maintenance, decoration, repair, replacement, landscaping and insurance of all General Common Elements shall be born by the Association as follows:

- (1) The costs of maintenance, decoration, repair, replacement, landscaping and insurance of all General Common Elements, excluding those located within the Units 1, 2, 39, 40, 41 and 42, shall be born by the Co-owners of Units 3-38 and 43-50 in equal shares.
- (2) Co-owners of Units 1, 2, 39, 40, 41 and 42 shall not be responsible for costs of maintenance, decoration, repair, replacement, landscaping and insurance of Common Elements located outside of Units 1, 2, 39, 40, 41 and 42. Co-owners of Units 1, 2, 39, 40, 41 and 42 shall be responsible for the costs of maintenance, decoration, repair, replacement, landscaping and insurance of all Common Elements located within the borders of their respective units and bear a pro rata share of the costs of maintenance, decoration, repair, replacement, landscaping and insurance of Common Elements shared with adjacent Co-owners of Units 1, 2, 39, 40, 41 and 42.

Percentage of Value. Article V, Section 2 of the Master Deed is hereby amended to read as follows:

Section 2. Percentage of Value. The percentage of value assigned to each of the Units is equal except as set forth herein. The Co-owners of Units 3-38 and 43-50 each have an equal vote and share equally in expenses of maintaining the General Common Elements. Due to the unique and similar characteristics of the duplex Units 1, 2, 39, 40, 41 and 42, the determination was made that it is fair and equitable that the Co-owners of Units 1, 2, 39, 40, 41 and 42 are not responsible for any expenses of maintaining Common Elements located outside of their respective units and have no vote relating thereto at meetings of the Association of Co-owners. Similarly, Co-owners of Units 3-38 and 43-50 are not responsible for any expenses of maintaining and have no vote concerning Common Elements located within Units 1, 2, 39, 40, 41 and 42. Co-owners of Units 1, 2, 39, 40, 41 and 42 shall be responsible for the costs of maintenance, decoration, repair, replacement, landscaping and insurance of all Common Elements located within the borders of their respective units and bear a pro rata share of the costs of maintenance, decoration, repair, replacement, landscaping and insurance of Common Elements shared with adjacent Co-owners of Units 1, 2, 39, 40, 41 and 42. The total value of the project is 100%.

NOW THEREFORE, the undersigned parties hereby vote to approve the First Amendment to the Whispering Pines Village Master Deed.

THE ASSOCIATION:

By: 
David Cutsinger
Its: President

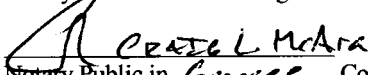
STATE OF MICHIGAN)

) ss:

COUNTY OF Genesee)

On this 22 day of May, A.D., 2014, before me personally appeared David Cutsinger and being duly sworn, deposes and says that he/she has signed same of his/her own free will.

* Its President


Notary Public in Genesee County
Acting in Genesee County
My commission expires: 4/9/2020
CRAIG L. McARA

DEVELOPER:

JRDC Land Company, LLC, a Michigan Limited Liability Company

By: 
David Cutsinger
Its: Manager

Owner of Units 39 and 40

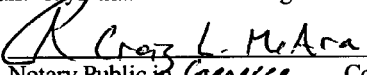
STATE OF MICHIGAN)

) ss:

COUNTY OF Genesee)

On this 22 day of May, A.D., 2014, before me personally appeared David Cutsinger and being duly sworn, deposes and says that he/she has signed same of his/her own free will.

* Its Manager
JRDC LAND CO, LLC


Notary Public in Genesee County
Acting in Genesee County
My commission expires: 4/9/2020
CRAIG L. McARA

CO-OWNERS

Karen McKean
 Karen McKean
 Owner of Units 1 and 2
 STATE OF MICHIGAN)

) ss:
 COUNTY OF Genesee)

On this 22nd day of May, A.D., 2014, before me personally appeared Karen McKean and being duly sworn, deposes and says that he/she has signed same of his/her own free will.

Craig L. McAre
 Notary Public in Genesee County
 Acting in Genesee County
 My commission expires: 4/9/2020
 CRAIG L. McARE

Mary Sue Ward
 Mary S. Ward
 Co-owner of Unit 42
 STATE OF MICHIGAN)

) ss:
 COUNTY OF Genesee)

On this 23rd day of May, A.D., 2014, before me personally appeared Mary Sue Ward and being duly sworn, deposes and says that he/she has signed same of his/her own free will.

Craig L. McAre
 Notary Public in Genesee County
 Acting in Genesee County
 My commission expires: 4/9/2020
 CRAIG L. McARE

Sara Ward
 Sara J. Ward
 Co-owner of Unit 42
 STATE OF MICHIGAN)

) ss:
 COUNTY OF Genesee)

On this 23rd day of May, A.D., 2014, before me personally appeared Sara Ward and being duly sworn, deposes and says that he/she has signed same of his/her own free will.

Craig L. McAre
 Notary Public in Genesee County
 Acting in Genesee County
 My commission expires: 4/9/2020
 CRAIG L. McARE

Marlo Howieson
 Marlo Howieson

Co-owner of Unit 41
 STATE OF MICHIGAN)

) ss:
 COUNTY OF Genesee)

On this 22nd day of May, A.D., 2014, before me personally appeared Marlo Howieson and being duly sworn, deposes and says that he/she has signed same of his/her own free will.

Craig L. McAn
 Notary Public in Genesee County
 Acting in Genesee County
 My commission expires: 4/9/2020
 CRAIG L. McAN

Heidi Howieson
 Heidi Howieson

Wife of Marlo Howieson, as to her dower interest
 STATE OF MICHIGAN)

) ss:
 COUNTY OF Genesee)

On this 22nd day of May, A.D., 2014, before me personally appeared Heidi Howieson and being duly sworn, deposes and says that he/she has signed same of his/her own free will.

Craig McAn
 Notary Public in Genesee County
 Acting in Genesee County
 My commission expires: 4/9/2020
 CRAIG L. McAN

Evan Howieson
 Evan Howieson

Co-owner of Unit 41
 STATE OF MICHIGAN)

) ss:
 COUNTY OF Genesee)

On this 22nd day of May, A.D., 2014, before me personally appeared Evan Howieson and being duly sworn, deposes and says that he/she has signed same of his/her own free will.

Craig L. McAn
 Notary Public in Genesee County
 Acting in Genesee County
 My commission expires: 4/9/2020
 CRAIG L. McAN

201405280047243 Page 19 of 19

UNIT	PARCEL NUMBER	UNIT	PARCEL NUMBER
1	53-25-604-001		
2	53-25-604-002	40	53-25-604-040
3	53-25-604-003	41	53-25-604-041
4	53-25-604-004	42	53-25-604-042
5	53-25-604-005	43	53-25-604-043
6	53-25-604-006	44	53-25-604-044
7	53-25-604-007	45	53-25-604-045
8	53-25-604-008	46	53-25-604-046
9	53-25-604-009	47	53-25-604-047
10	53-25-604-010	48	53-25-604-048
11	53-25-604-011	49	53-25-604-049
12	53-25-604-012	50	53-25-604-050
13	53-25-604-013		
14	53-25-604-014		
15	53-25-604-015		
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39	53-25-604-039		

LD 18

201802280010557 p:4 F:\$30.00
 Received: 2/27/2018 9:59 AM
 Recorded: 2/28/2018 11:57 AM
 John J. Gleason T20180008532
 Genesee County Register TTL

**SECOND AMENDMENT TO MASTER DEED
 OF
 WHISPERING PINES VILLAGE**

25-180205

JRDC Land Company LLC (hereinafter referred to as "Developer"), whose address is P.O. Box 7710, Bloomfield Hills, Michigan 48302, and Whispering Pines Village Condominium Association (the "Association"), being the association of Co-owners of Whispering Pines Village (sometimes referred to as the "Project"), hereby amend the Master Deed of the Project.

RECITALS

1. Whispering Pines Village was established as a condominium project pursuant to the Master Deed recorded as Instrument No. 200412200127946, Genesee County Records, and amended by the First Amendment to Master Deed recorded as Instrument No. 201405280047243; Genesee County Records. The Project is designated as Genesee County Condominium Subdivision Plan No. 360.
2. The Developer and Association intend, pursuant to Section 48 of the Michigan Condominium Act and to the authority contained in Articles VI and VIII of the Master Deed, to amend the Master Deed for the purposes set forth below.

NOW THEREFORE, it is therefore agreed that the Master Deed is hereby amended in the following manner:

1. Article IV, Section 1(a) of the Master Deed shall be deleted in its entirety and replaced with the following:

(a) Land. The land described in Article II and contained within such description shall be and remain a General Common Element of the Condominium, including the roads constructed therein, subject only to the rights of the public on all such public roads.

2. The following Section shall be added to Article VII of the Master Deed:

Section 8. City Approval. The Condominium Documents shall not be amended nor shall the provisions thereof be modified without the written consent of the City.

SELECT TITLE AGENCY
 6870 Grand River Ave
 Brighton MI 48114

3. The following language shall be added to the end of Article II, Section 2(c) of the Condominium Bylaws:

Notwithstanding the apportionment of assessments set forth above, should the City acquire any Unit or other Condominium Property through tax foreclosure, the City shall be exempt from paying assessments until the City transfers title to another party.

4. Article V, Section 3(a) of the Condominium Bylaws shall be deleted in its entirety and replaced with the following:

(a) Definition of Co-Owner Responsibility. If the damage is only to a part of a Unit or Limited Common Element which is the responsibility of a Co-Owner to maintain and repair or if the Co-Owner or an invitee thereof has caused said damage, it shall be the responsibility of the Co-Owner to repair such damage. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.

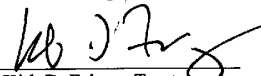
5. The following sentence shall be added to the end of Article VI, Section 1 of the Condominium Bylaws:

No owner shall be permitted to use or convert to be used any garage or other accessory structure built upon any Unit as a living space for any person's occupancy.

6. The original Exhibit B drawing, attached to the Master Deed recorded on December 20, 2004, shall be the Exhibit B drawing for the Condominium, and Units 51 and 52, which were removed by the First Amendment to Master Deed recorded May 28, 2014, shall be reinstated as Units in the Condominium. The maintenance obligations and percentages of value will remain the same as in the original Master Deed.

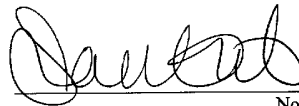
7. In all other respects, other than as set forth herein, the Master Deed and Condominium Bylaws are hereby ratified and confirmed.

Developer:
JRDC Land Company, LLC


By: Kirk D. Falvay, Trustee

STATE OF MICHIGAN)
COUNTY OF Oakland)SS

On February 7th, 2018, before me personally appeared Kirk D. Falvay, the Trustee of the David L. Cutsinger Trust dated September 21, 1995 who being by me sworn, did say that he is the Manager of JRDC Land Company, LLC, the company named in the within Amendment, and that said Amendment to Master Deed was signed on behalf of said company by authority of its Members; and said Manager acknowledged the same to have been authorized by the Company.

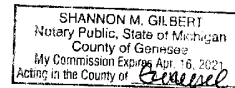


_____, Notary Public

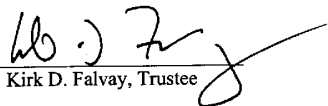
_____, County, MI

Acting in _____ County

My commission expires: _____




Association:
Whispering Pines Village Condominium
Association


By: Kirk D. Falvey, Trustee

STATE OF MICHIGAN)
COUNTY OF Oakland)SS

On February 7th, 2018, before me personally appeared Kirk D. Falvey, Trustee of the David L. Cutsinger Trust dated September 21, 1995, who being by me sworn, did say that he is the authorized agent for Whispering Pines Village Condominium Association, the corporation named in the within Amendment, and that said Amendment to Master Deed was signed on behalf of said corporation by authority of its directors; and said authorized agent acknowledged the same to be a true statement of actions taken by the Corporation.


_____, Notary Public
_____, County, MI
Acting in _____ County
My commission expires: _____

Drafted by and Return To:
✓ H. William Freeman, Esq.
Sullivan Ward Asher & Patton PC
25800 Northwestern Highway – Suite 1000
Southfield, MI 48075
W2138061.DOCX

SHANNON M. GILBERT
Notary Public, State of Michigan
County of Genesee
My Commission Expires Apr. 18, 2021
Acting in the County of Genesee