

Whispering Pines Condominium Association (WPCA)
Summary of other Documents in Liber

Liber 2027, April 12, 1996 (Affidavit of Road Easement)
Liber 2234, October 9, 1997 (Assignment of Developer's Rights)
Liber 2441, October 9, 1998 (Road Maintenance Agreement)
Liber 4351, March 3, 2004 (Declaration of Signage Easement)

Affidavit of Road Easement---added April 12, 1996

In this document, Michigan Land-Tech granted egress and ingress rights through our private roads of our Condominium to the property located at 2502 Whispering Pines Drive (the condominiums built behind the Golf Club) for the sum of \$1.00 and other valuable consideration (but not described in this Affidavit).

A site map is also attached to this Affidavit indicating the condominiums nearing completion on Signature Drive, Signature Circle, Tioga Trail, Tioga Court, and the development off Whitewood Road called Forest of Whispering Pines (still under site development).

Assignment of Developer's Rights---added October 9, 1997

In this document, Michigan Land-Tech sold 16 condominium units to Whispering Pines Golf Club, LLC, including all the right, title and interest it had as developer under the Master Deed for Whispering Pines Condominium and all other pertinent Condominium documents.

Michigan Land-Tech retained Units 10, 11, 71, 83, and 87.

This agreement shall be binding upon the parties hereto and their respective successors and assigns, and shall be governed by, and construed in accordance with, the laws of the State of Michigan.

Road Maintenance Agreement---signed December 16, 1997 and recorded October 9, 1998

This Road Maintenance Agreement is between the Whispering Pines Condominium Association (WPCA) and Whispering Pines Golf Club, LLC. (Developer).

Recitals

- A. The WPCA is responsible for the maintenance of all common areas of Whispering Pines legally described in Exhibit A.

- B. All of the roads in Whispering Pines are private roads and are considered common areas for which the WPCA has responsibility. One of the private roads, Whispering Pines Drive, is the subject of this agreement.
- C. The Developer is developing a parcel of real estate that abuts WPCA called Fairways of Whispering Pines, legally described in Exhibit B.
- D. The Developer has an easement over Whispering Pines drive, legally described in Exhibit C.
- E. This Agreement between the WPCA and the Developer describes the maintenance of Whispering Pines Drive and the allocation of cost of such maintenance.

Repair and Maintenance

- 1.1 The WPCA will be responsible for snow removal on Whispering Pines Drive with the Developer paying 100% of the cost. If the snow removal contract covers all roads in WPCA, then the cost to the Developer will be determined by the ratio of the lineal footage of Whispering Pines Drive to the total footage.
- 1.2 All invoices to the Developer by WPCA will be paid within 30 days of receipt.
- 1.3 The Developer is responsible for all repair and maintenance of Whispering Pines Drive and the entryway (at Whispering Pines Drive and McGregor Road, including landscaping and improvements at the entryway. The scope of work is described in Exhibit D (describes how and how often entryway maintenance is to be conducted). The Developer shall contract for all required repair and maintenance services and pay 100% of the cost.

Construction—Repair and Restoration--- The Developer shall keep Whispering Pines Drive clean of dirt and debris resulting from the construction taking place at Fairways of Whispering Pines and will repair any damage specifically caused by the construction activity. Upon completion of construction in the Fairways of Whispering Pines but no later than the paving season of 2002, the Developer will repave Whispering Pines Drive to the same specification as originally paved, but not less than three inches of asphalt. This repaving may be done earlier or later than the stated date if both parties agree.

Advertising--- If the Developer decides to place advertising signs at the Entryway, they will first notify the WPCA, but WPCA has no approval rights.

Continuity of Road Signage---The Developer will utilize, install, and maintain road signage that as closely as possible matches the appearance and materials used in WPCA.

Disputes--- Any disputes will be submitted to arbitration by the American Arbitration Association.

Committee---Each party shall appoint one member to a committee that will make all decisions regarding this agreement. Actions may be taken only by unanimous agreement of the committee.

Successors and Assigns---All of the rights and responsibilities set forth in this instrument shall be binding upon the successors and assigns of the parties hereto.

Amendment---This Maintenance Agreement is perpetual and may be amended only with the written consent of the parties.

Declaration of Signage Easement---added March 3, 2004

This Declaration was made by the Whispering Pines Golf Club, LLC. It references the Assignment of Developer's Rights (above). It is granting itself an easement for the entryway signage and road signage for the Whispering Pines Golf Club, and its successors. For \$1.00, this easement was granted as follows:

An easement to install, relocate, utilize, maintain, repair, and replace entryway signage identifying the Whispering Pines Golf Club.

An easement to install, relocate, utilize, maintain, repair, and replace road signage for the Golf Club within and throughout Whispering Pines Condominium. This road signage would include but not be limited to directional signs, golf path signs and stop signs pertaining to the Golf Club.

The Golf Club and its successors shall pay the cost of maintenance, repair and replacement for the entryway and road signage. They are solely responsible for keeping the entryway and road signage in good order and repair.

GAL
11/28/2007