

MASTER DEED

WHISPERING PINES CONDOMINIUM

(Act 59, Public Acts of 1978, As Amended)

LINE 1308 PAGE 0816

THIS MASTER DEED is made and executed on this 14TH day of OCTOBER, 1988, by Michigan Land-Tech, Inc., a Michigan Corporation, hereinafter referred to as the "Developer", whose office is situated at 7200 Brighton Road, Brighton, Michigan 48116, in pursuance of the provisions of the Michigan Condominium Act as amended (being Section 559.2 of the Compiled Laws of 1948 and Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property located in the Township of Hamburg, County of Livingston, Michigan and more particularly described as follows:

"Whispering Pines" Phase No. 1 Legal Description:

Part of the S. 1/2 of Section 19, T.1N., R.5E., Hamburg Township, Livingston County, Michigan, described as beginning at the Center of said Section 19; thence N 88°05'15"E along the East and West 1/4 line of said Section 19 and the centerline of M-36 Hwy., 1327.90 ft.; thence S 00°13'17"E 1405.72 ft.; thence N. 43°00'00"W 840.00 ft.; thence N 18°28'29"E 185.97 ft.; thence N 00°08'17"W 125.06 ft.; thence N. 36°27'20"W 155.00 ft.; thence N 01°54'45"W 285.00 ft.; thence S 88°05'15"W 100.00 ft.; thence S 01°54'45"E 385.00 ft.; thence S 64° 12'54"W 185.00 ft.; thence N 68°18'00"W 193.30 ft.; thence along a curve to the right, radius of 342.70 ft., through a central angle of 50°13'57", chord bearing S 62°58'17"W 290.92 ft., an arc distance of 300.45 ft.; thence S 01°54'45"E 65.49 ft.; thence S. 24°58'12"W 365.00 ft.; thence S 14°06'58"E 365.00 ft.; ~~thence S 40°00'00"W 126.00 ft.~~ thence S 40°00'00"W 126.00 ft.; thence along a curve to the right, radius of 370.00 ft., through a central angle of 22°33'43", chord bearing S 26°54'38"W 144.76 ft., an arc distance of 145.70 ft.; thence N 62°30'00"W 200.00 ft.; thence N 80°00'00"W 130.00 ft.; thence S 77°01'48"W 247.47 ft.; thence S 89°28'15"W 586.00 ft to centerline of McGregor Road; thence N 00°31'45"W 1193.00 ft.; thence N 88°05'15"E 1331.70 ft.; thence N 00°31'48"W 250.00 ft. to the point of beginning, containing 56.59 acres, subject to the rights of the public in M-36 Hwy. and McGregor Road.

WHEREAS, the Developer desires, by recording this Master Deed, together with the By-Laws attached thereto as Exhibit "A" and together with the Condominium Subdivision Plan# attached hereto as Exhibit "B", and Protective Covenants attached hereto as Exhibit "C", (all of which are hereby incorporated by reference and made a part hereof), to establish the real property, together with the improvements located and to be located thereon and the appurtenances thereto, as a condominium project under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Whispering Pines Condominium as a condominium project under the Act and does declare that Whispering Pines Condominium (hereinafter referred to as the "Condominium" 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", "B", and "C" 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 said real property, their grantees, successors, heirs, personal representatives, and assigns.

IN FURTHERANCE of the establishing of Whispering Pines Condominium project, it is provided as follows:

FIRST: Certain terms are utilized not only in this Master Deed and Exhibits "A", "B", and "C" hereto, but are or may be used in various other instruments such as deeds, mortgages, liens, land contracts, easements, and other instruments affecting the establishing of or transfer of interests in Whispering Pines Condominium as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

- (1) The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

LIVINGSTON COUNTY TREASURER'S CERTIFICATE
I hereby certify that there are no TAX LIENS or TITLES held by the state or any individual against the within description, and all TAXES on same are paid for five years previous to the date of this instrument, or appear on the records in this office except as stated.
10/17/88 Louis M. Crandall, Treasurer
Sec. 135, Act 206, 1893 as Amended
880 Taxes not examined.

RECORDED
OCT 17 10 28 AM '88
NANCY HAVILLAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI
48143

PT OF - 15-19-300-004
PT OF - 15-19-300-007
PT OF - 15-19-400-001

- (2) "Association" means 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. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium documents or the laws of the State of Michigan.
- (3) "By-Laws" means Exhibit "A" hereto, being the By-Laws 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 By-Laws shall also constitute the corporate By-Laws of the Association as provided for under the Michigan Non-Profit Corporation Act.
- (4) "Common elements", where used without modification, shall mean both the general and limited common elements described in paragraph FOURTH hereof.
- (5) "Condominium documents" wherever used means and includes this Master Deed and Exhibits "A", "B", and "C" hereto, the Articles of Incorporation and the Rules and Regulations, if any, of the Association.
- (6) "Condominium premises" means and includes the land, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Whispering Pines Condominium as described above.
- (7) "Condominium", "condominium project" or "project" means Whispering Pines Condominium established in conformity with the provisions of the Act.
- (8) "Condominium Subdivision Plan" means Exhibit "B" hereto.
- (9) "Construction and sales period" means, for the purposes of the Condominium documents and the rights reserved to the Developer thereunder, 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.
- (10) "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". "Co-owner" shall also include a land contract vendee.
- (11) "Developer" means Michigan Land-Tech, Inc., which has made and executed this Master Deed, and its successor and assigns.
- (12) "First annual meeting" means the initial meeting at which nondeveloper 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 (i) may be held at any time, in the Developer's sole discretion, after fifty percent (50%) of the units are built and sold; and (ii) must be held within (a) 54 months from the date of the first unit occupancy, or (b) 120 days after seventy-five (75%) of all units which may be built and sold, whichever occurs first.
- (13) "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.
- (14) "Unit" means a single condominium unit in Whispering Pines Condominium, as described in paragraph FIFTH hereof and in Exhibit "B" hereto, and shall have the same meaning as "condominium unit" as defined in the Act.
- (15) 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.
- (16) "Protective Covenants" means Exhibit "C", attached hereto.

SECOND: The condominium project shall be known as Whispering Pines Condominium, County Condominium Subdivision Plan No. ⁽¹⁴⁾ 1. The engineering plan for the project will be on file at the Hamburg Township Office. Architectural plans for all dwellings will be on file with the Livingston County Building Department located in the City of Howell, Michigan. The condominium project is established in accordance with the Act.

THIRD: The units contained in the Condominium, including the number, boundaries, dimensions, and area of each condominium unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each unit has been created for residential purposes and each unit is capable of individual utilization on account of having its own access to a common element of the condominium project. Each co-owner in the condominium project shall have an exclusive right to his condominium unit and shall have undivided and inseparable rights to share with other co-owners the common elements of the condominium project as are designated by this Master Deed.

FOURTH: The common elements of the project described in Exhibit "B" attached hereto and the respective responsibilities for the maintenance, decoration, repair, or replacement thereof are as follows:

(1) The general common elements are:

(a) The land described in page one hereof (other than that portion thereof described in paragraph FIFTH below and in Exhibit "B" hereto as constituting the condominium units), including roads, unassigned parking spaces and other improvements not designated as limited common elements and not located within the boundaries of a condominium unit. Those structures and improvements that now or hereafter are located within the boundaries of a condominium unit shall be owned in their entirety by the co-owner of the unit in which they are located and shall not, unless otherwise expressly provided in the Condominium documents, constitute common elements;

(b) The electrical wiring network throughout the project up to, but not including, the electric meter for each residential dwelling that now or hereafter is constructed within the perimeter of a unit;

(c) The gas line network throughout the project up to, but not including, the gas meter for each residential dwelling that now or hereafter is constructed within the perimeter of a unit;

(d) The telephone and television wiring network throughout the project up to the point of connection with each residential dwelling that now or hereafter is constructed within the perimeter of a unit;

(e) The storm drainage system through the project;

(f) Such other elements of the project not herein designated as general or limited common elements which are not located within the perimeter of a unit and which are intended for common use or necessary to the existence, upkeep and safety of the project.

(g) Some or all of the utility lines (including mains and service leads) and equipment described in paragraph FOURTH (1) (b), (c), (d), and (e) may be owned by the company that is providing the pertinent utility service. Accordingly, such utility lines and equipment shall be general common elements only to the extent of the co-owners' interest therein, and the Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

(h) The retention areas indicated on Exhibit "B" of the documents.

(2) Limited common elements, if any, shall be subject to the exclusive use and enjoyment of the co-owner of the unit or unit to which such limited common elements are appurtenant.

(3) The respective responsibilities for the maintenance, decoration, repair, and replacement of the common elements are as follows:

(a) Association Responsibilities. The responsibility for the costs of maintenance, repair and replacement of all roads in the project, shall be borne by the Association. The costs of maintenance, repair and replacement of all general common maintenance, repair and replacement of all general common elements in the project shall be borne by the Association, subject to any provision of the Condominium documents expressly to the contrary. The Association also shall have the maintenance responsibilities set forth in paragraph NINTH hereof.

(b) Co-Owner Responsibilities. The co-owners individually shall be responsible for the maintenance, repair and replacement of enclosed courtyards and decks and for all decoration, maintenance, repair, or replacement that (i) is expressly assigned to them by any provision of the Condominium documents, or (ii) is not expressly assigned to the Association by any provision of the Condominium documents.

FIFTH:

- (1). Each unit shall consist of the land contained within the unit boundaries as shown on Exhibit "B" hereto and delineated with heavy outlines, together with all appurtenances thereto.
- (2). The percentage value assigned to all units shall be equal. The determination that percentages of value should be equal insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each unit shall be determinative of each co-owner's respective share of the common elements of the condominium project, the proportionate share of each respective co-owner in the proceeds and the expenses of the administration and the value of such co-owner's vote at meetings of the Association. The total value of the project is one hundred percent (100%).

SIXTH: Notwithstanding any other provision in this Master Deed or the Condominium By-Laws or any other documents, the following provisions shall apply and may not be amended or deleted without the prior written consent of the holder of each first mortgage of a condominium unit of record:

- (1) A first mortgagee, at its request, is entitled to written notification from the Association of any default by the co-owner of such condominium unit in the performance of such co-owner's obligations under the Condominium documents which is not cured within sixty (60) days.
- (2) Any first mortgagee who obtains title to a unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage or deed (or assignment) in lieu of foreclosure shall not be liable for such unit's unpaid dues or charges which accrue prior to the acquisition of title to such unit by the mortgagee (except for claims for a pro rata share of such assessments or charges resulting from a pro rate reallocation of such assessments or charges to all units including the mortgaged condominium unit).
- (4) Unless at least two-thirds (2/3) of the first mortgagees (based upon one (1) vote for each mortgage owned) and co-owners (other than the sponsor, developer or builder) of the individual condominium units have given their prior written approval, the Association shall not be entitled to:
 - (a) by act or omission seek to abandon or terminate the condominium project;
 - (b) change the pro rata interest or obligations of any condominium unit for the purpose of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each unit in the common elements;
 - (c) partition or subdivide any condominium unit;
 - (d) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this clause;

(e) use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the units and/or common elements of the condominium project.

(5) Each first mortgagee has the right to examine the books and records of the Association and the condominium project.

(6) No condominium unit owner, or any other party, shall have priority over any rights of first mortgagees of condominium units pursuant to their mortgages in the case of a distribution to condominium unit owners of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common elements.

(7) Any agreement for professional management of the condominium regime or any other contract providing for services which exist between the Association and the Developer or affiliates of the Developer is voidable by the Board of Directors of the Association on the transitional control date or within ninety (90) days thereafter, and on thirty (30) days' notice at any time thereafter for cause. To the extent that any management contract extends beyond one (1) year after the transitional control date, the excess period under the contract may be voided by the Board of Directors of the Association by notice to the management agent at least thirty (30) days before the expiration of one (1) year.

SEVENTH: In the event the Condominium is partially or totally damaged or destroyed or partially taken by eminent domain, the repair, reconstruction or disposition of the property shall be as provided by the By-Laws attached hereto as Exhibit "A".

EIGHTH: There shall be easements to, through and over the entire project, including all of the land, structures, buildings, and improvements therein, for the continuing maintenance and repair of all utilities in the Condominium. In the event any improvements located on one unit encroach upon another unit or upon a common element, easements shall exist for the maintenance of such encroachment for so long as such encroachment exists and for maintenance, repair and replacement thereof following damage or destruction. The Board of Directors of the Association may grant easements over or through or dedicate any portion of any general common element of the Condominium for utility, roadway or safety purposes.

NINTH: There shall be easements to and in favor of the Association, and its officers, directors, agents, and designees, in, on and over common elements in the project for access to the exterior of each of the residential dwellings that is constructed within the project to permit the maintenance, repair, replacement to the common elements, in accordance with the terms hereof. The Association shall in no event be obligated to repair any dwelling or other improvement located within or appurtenant to a unit to the extent the repair is necessitated on account of any occurrence with respect to which a co-owner is required under the Condominium documents to maintain insurance coverage, nor shall the Association be obligated to make any capital expenditures of any type whatever with respect to such dwellings or improvements or to perform any maintenance or repair thereon.

TENTH: The Developer further reserves the right at any time to grant easements for utilities over, under and across the condominium premises to appropriate governmental agencies or public utility companies and to transfer title to utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be made by the Developer without the consent of any co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit "B" hereto, recorded in the Livingston County Records. All of the co-owners and mortgagees of units and other person 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 as may be required to effectuate the foregoing grant of easement or transfer of title.

ELEVENTH: 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 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; subject, however, to the approval of the Developer during the construction and sales period. No easement created under the Condominium documents may be modified nor may any of the obligations with respect thereto be varied without the consent of each person benefited thereby.

TWELFTH: The Developer, the Association and all public or private utilities shall have such easements over, under, across, and through the condominium premises, including all units and common elements, as may be necessary to fulfill any responsibilities of maintenance, repair, or replacement which they or any of them are required or permitted to perform under the Condominium documents or by law. These easements include, without limitation, the right of the Association to obtain access during reasonable hours.

THIRTEENTH: Except as provided in preceding paragraphs as set forth above, the condominium project shall not be terminated or any of the provisions of this Master Deed or Exhibits attached hereto amended unless done in compliance with the following provisions:

- (1) Prior to the first annual meeting of members of the Association, the Developer may (without the consent of any co-owner or any other person) amend this Master Deed and the plans attached as Exhibit "B" in order to correct survey or other errors made in such documents and to make such other amendments to such instruments as to the By-Laws attached hereto as Exhibit "A" as do not materially affect any rights of any co-owners in the project or impair the security of any mortgagee, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective co-owners and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Government National Mortgage Association, and/or any other agency of the Federal Government or the State of Michigan.
- (2) If there is no co-owner other than the Developer, the Developer, with the consent of any interested mortgagee, may unilaterally terminate the condominium project or amend the Master Deed. A termination or amendment under this section shall become effective upon the recordation thereof if executed by the Developer.
- (3) If there is a co-owner other than the Developer, then the condominium project shall be terminated only by the unanimous agreement of the Developer, unaffiliated co-owners of condominium units to which all of the votes in the Association appertain, and the mortgagees of all of the mortgages covering the condominium units.
- (4) Agreement of all of the co-owners and mortgagees to the termination of the Condominium shall be evidenced by their execution of the termination agreement or of ratifications thereof, and the termination shall become effective only when the agreement is so evidenced of record.
- (5) Upon recordation of an instrument terminating a condominium project, the property constituting the condominium project shall be owned by the co-owners as tenants in common in proportion to their respective undivided interests in the common elements immediately before recordation. As long as the tenancy in common lasts, each co-owner or the heirs, successors or assigns thereof shall have an exclusive right of occupancy of that portion of the property which formerly constituted the condominium unit.
- (6) Upon recordation of an instrument terminating a condominium project, any rights the co-owners may have to the assets of the Association shall be in proportion to their respective undivided interests in the common elements immediately before recordation, except that common profits shall be distributed in accordance with the Condominium documents and the Act.
- (7) The Condominium documents may be amended by the Developer, on behalf of itself, and on behalf of the Association, for a proper purpose without the consent of co-owners, mortgagees and other interested parties, including changes deemed necessary to comply with the Act and the modification of sizes of unsold condominium units, as long as the amendments do not materially alter or change the rights of the co-owners, mortgagees or other interested parties.
- (8) The Condominium documents may be amended for a proper purpose, other than as set forth above, even if the amendment will materially alter or change the rights of the co-owners, mortgagees or other interested parties, with the prior written consent of two-thirds (2/3) of the first mortgagees (based upon one (1) vote for each mortgage owned) and co-owners (other than the Developer) of the individual condominium units. A co-owner's condominium unit dimensions or the nature or extent of any appurtenant limited common elements or the responsibility for maintenance, repair and replacement thereof may not be modified in any material way without his consent and that of his mortgagee.

1309 PAGE 0822

- (9) A person causing or requesting an amendment to the Condominium documents shall be responsible for the costs and expenses of the amendment except for amendments based upon a vote of a prescribed majority of co-owners or based upon the Advisory Committee's decision, the costs of which are expenses of administration.
- (10) A Master Deed amendment dealing with the addition, withdrawal or modification of units or other physical characteristics of the project shall comply with the standards prescribed in the Act for preparation of an original Condominium Subdivision Plan for the project.
- (11) During the construction and sales period, paragraphs EIGHTH through this paragraph ELEVENTH shall not be amended, nor shall the provisions hereof be modified by any other amendment to this Master Deed, without the written consent of the Developer.

FOURTEENTH: 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 appropriate instrument in writing duly recorded in the office of the Livingston County Register of Deeds.

WITNESSES:

DEVELOPER:

Nanci Caton
Nanci Caton

Linda A. Hicks
Linda A. Hicks

MICHIGAN LAND-TECH, INC.

By Donald A. Moon
Donald A. Moon
President

STATE OF MICHIGAN)
)
COUNTY OF LIVINGSTON)

Subscribed, acknowledged and sworn to before me, a Notary Public on the 14th day of October, 1988, by Donald A. Moon, President of Michigan Land-Tech, Inc.

Carole Wright
Carole Wright Notary Public
Livingston County, Michigan
My commission expires: 8/25/90

This document was prepared by
and when recorded return to:

Donald A. Moon, Attorney
7200 Brighton Road
Brighton, Michigan 48116

FIRST AMENDMENT

WHISPERING PINES CONDOMINIUM
ACT 59, PUBLIC ACTS OF 1978, AS AMENDED)

THIS AMENDMENT TO THE MASTER DEED is made and executed on this 23rd day of July, 1991, by Michigan Land Tech, Inc., a Michigan Corporation, hereinafter referred to as "Developer", whose office is situated at 7200 Brighton Road, Brighton, Michigan 48116, in pursuance of the provision of the Michigan Condominium Act as amended (being Section 559.2 of the Compiled Laws of 1948 and Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

WITNESSETH:

WHEREAS, the Developer is the owner of certain real estate located in the Township of Hamburg, Livingston County, Michigan and more particularly described as follows:

"Whispering Pines" Phase 2 Legal Description:

Part of the South 1/2 of Section 19, T.1N, R.5E., Hamburg Township, Livingston County, Michigan, described as commencing at the center of said Section 19; thence S.00 degrees 31' 48" W. along the west line of "Whispering Pines", a condominium as recorded in Liber 1308, pages 816 through 845, inclusive, Livingston County Records, 250.00 ft; thence S 01 degrees 54' 45" E 316.00 ft to the South right-of-way line of Rolling Greens Drive; thence N 88 degrees 05' 15" E along said right-of-way line, 11.46 ft; thence along said right-of-way line along a curve to the left, radius of 342.70 ft, through a central angle of 22 degrees 45' 39", chord bearing N 76 degrees 42' 26" E 135.24 ft, an arc distance of 136.14 ft to the point of beginning; thence along said right-of-way line along a curve to the left, radius of 342.70 ft, through a central angle of 18 degrees 20' 53", chord bearing N 56 degrees 09' 10" E 109.28 ft, an arc distance of 109.74 ft; thence along a curve to the left, radius of 25.00 ft, through a central angle of 72 degrees 27' 31", chord bearing S 10 degrees 44' 58" W 29.55 ft, an arc distance of 31.62 ft; thence S 25 degrees 28' 48" E 28.15 ft; thence along a curve to the right, radius of 463.00 ft, through a central angle of 16 degrees 01' 27", chord bearing S 17 degrees 28' 05" E 129.07 ft, an arc distance of 129.48 ft; thence N 80 degrees 32' 39" E 100.00 ft; thence S 25 degrees 56' 56" E 222.20 ft; thence S 39 degrees 24' 16" E 288.53 ft; thence S 25 degrees 22' 06" E 125.00 ft; thence S 64 degrees 37' 54" W 311.00 ft; thence along a curve to the left, radius of 25.00 ft, through a central angle of 100 degrees 02' 34", chord bearing N 75 degrees 23' 23" W 38.31 ft, an arc distance of 43.65 ft; thence S 54 degrees 35' 20" W 33.39 ft; thence along a curve to the left, radius of 633.00 ft, through a central angle of 39 degrees 43' 22", chord bearing S 74 degrees 27' 01" W 430.12 ft, an arc distance of 438.86 ft; thence along a curve to the left, radius of 25.00 ft, through a central angle of 76 degrees 31' 04", chord bearing S 56 degrees 03' 10" W 30.96 ft, an arc distance of 33.39 ft; thence N 60 degrees 17' 53" W 67.72 ft; thence N 40 degrees 00' 00" E 71.21 ft; thence along a curve to the left radius of 567.00 ft through a central angle of 07 degrees 53' 28", chord bearing S 85 degrees 11' 18" E 78.03 ft, an arc distance of 78.09 ft; thence N 00 degrees 38' 25" W 502.06 ft; thence N 21 degrees 01' 58" E 184.71 ft; thence N 76 degrees 22' 13" E 165.00 ft; thence along a curve to the left radius of 3397.00 ft, through a central angle of 14 degrees 23' 46", chord bearing N 18 degrees 16' 55" W 99.49 ft, an arc distance of 99.75 ft; thence N 25 degrees 28' 48" W 11.10 ft; thence along a curve to the left, radius of 25.00 ft, through a central angle of 89 degrees 11' 36", chord bearing N 70 degrees 04' 36" W 35.11 ft, an arc distance of 38.92 ft to the point of beginning, containing 9.365 acres, Lots 53 through 62.

WHEREAS, the Developer desires by recording this Amendment, together with the Condominium Subdivision Plan, Exhibit "A" and Second Amendment to Protective Covenants, Exhibit "B" attached hereto, and incorporating by reference and made a part hereof the original Master Deed recorded October 17, 1988, in Liber 1308, pages 0816 through 0823, Also made a part hereof are the By-Laws recorded October 17, 1988 in Liber 1308, pages 0823 through 0840, as well as the Protective Covenants recorded October 17, 1988 in Liber 1308, pages 0841 through 0809, and First Amendment to Protective Covenants, recorded September 29, 1989, Liber 1367, pages 0808 and 0809.

LIBER 1493 PAGE 0373

LIVINGSTON COUNTY TREASURER'S CERTIFICATE
I hereby certify that there are no TAX
LENS or TITLES held by the state or any
individual against the within description,
and all TAXES are same as paid for five
years previous to the date of this instrument,
or appear on the records in this
office except as stated.
\$ 2.41
Charles H. Husky, Treasurer
Sec. 136 Act. 250, 1983 as Amended
None not certified.

NANCY HAYLAND
RECORDING CLERK
LIVINGSTON COUNTY, MI

2 4 05 PM '91

RECORDED

pt. of 15 19 400-005

NOW, THEREFORE, the Developer does upon the recording hereof, establish Whispering Pines Condominium Phase 2 as part of the original Whispering Pines Condominium project.

WITNESSES:

DEVELOPER

MICHIGAN LAND TECH, INC.

Carlene Bell
Carlene Bell

Donald A. Noon
Donald A. Noon
President

Amy Scott
Amy Scott

UBR 1493 PAGE 0374

STATE OF MICHIGAN

COUNTY OF LIVINGSTON

Subscribed, acknowledged and sworn to before me, Notary Public, on the 23 day of July, 1991, by Donald A. Noon, President of Michigan Land Tech, Inc.

Carlene Bell

Notary Public
Livingston County, Michigan
My commission expires 10-1-91

This document was prepared by and
also recorded notary in

Donald A. Noon, Attorney
7200 Brighton Road
Brighton, Michigan 48116

SECOND AMENDMENT TO MASTER DEED

WHISPERING PINES CONDOMINIUM
(ACT 59, PUBLIC ACTS OF 1978, AS AMENDED)

RECORDED
MAY 4 3 46 PM '93
HAMBURG TOWNSHIP
LIVINGSTON COUNTY MI
48045

LIBER 1685 PAGE 0893

THIS AMENDMENT TO THE MASTER DEED is made and executed on this 21ST day of APRIL, 1993, by Michigan Land Tech, Inc., a Michigan Corporation, hereinafter referred to as "Developer", whose office is situated at 7200 Brighton Road, Brighton, Michigan 48116, in pursuance of the provision of the Michigan Condominium Act as amended (being Section 559.2 of the Compiled Laws of 1948 and Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

WITNESSETH:

WHEREAS, the Developer is the owner of certain real estate located in the Township of Hamburg, Livingston County, Michigan and more particularly described as follows:

"Whispering Pines" Phase 3 Legal Description:

Part of the S.W. 1/4 of Section 19 and part of the N.W. 1/4 of Section 30, T.1N., R 5E, Hamburg Township, Livingston County, Michigan described as commencing at center of said Section 19; thence S 88 degrees 05' 15" W along the East and West 1/4 line of said section and centerline of M-36 highway, 1331.70 ft to the centerline of McGregor Road; thence S 00 degrees 31' 45" E along said line, 1443.00 ft to the point of beginning; thence N 89 degrees 28' 15" E along the south line of Whispering Pines, 432.24 ft; thence S 02 degrees 10' 00" W 44.64 ft; thence S 87 degrees 15' 00" E 83.21 ft; thence S 08 degrees, 30' 00" E 317.17 ft; thence S 00 degrees 31' 45" E 1037.51 ft; thence S 24 degrees 27' 22" W 301.52 ft; thence along a curve to the left, radius of 197.00 ft, through a central angle of 25 degrees 19' 15", chord bearing S 81 degrees 17' 40" E 86.35 ft, an arc distance of 87.06 ft; thence along a curve to the right, radius of 273.00 ft, through a central angle of 18 degrees 35' 38", chord bearing S 82 degrees 57' 30" E 88.21 ft, an arc distance of 88.60 ft; thence N 15 degrees 52' 55" E 230.00 ft; thence S 54 degrees 48' 16" E 168.12 ft; thence S 51 degrees 44' 49" E 198.45 ft; thence S 11 degrees 12' 44" E 213.89 ft; thence S 29 degrees 14' 51" E 336.88 ft; thence S 00 degrees 57' 54" E 195.37 ft to the North Line of "Half Moon Lake Estates No. 1", a subdivision as recorded in Liber 12 of Plats, page 12, Livingston County Records; thence S 88 degrees 06' 58" W (recorded as S 88 degrees 06' 45" W) along said line, 1173.00 ft to the east line of said subdivision and centerline of McGregor Road; thence N 00 degrees 01' 24" W (recorded as North) along said line and the northerly extension thereof, 1293.85 ft; thence N 00 degrees 31' 45" W along the centerline of McGregor Road, 1139.03 ft to the point of beginning, containing 39.779 acres, subject to the rights of the public in McGregor Road, subject also to any other easements of record.

WHEREAS, the Developer desires by recording this Second Amendment, together with the Condominium Subdivision Plan attached hereto as Exhibit "A", and Third Amendment, reference Exhibit "B", and incorporating by reference and made a part hereof the original Master Deed recorded October 17, 1988, in Liber 1308, pages 0816 through 0823. Also made a part hereof are the By-Laws recorded October 17, 1988 in Liber 1308, pages 0823 through 0840, as well as the Protective Covenants recorded October 17, 1988 in Liber 1308, pages 0841 through 0845, and First Amendment to the Master Deed recorded August 24, 1991 in Liber 1493, pages 0873 through 0374, as well as Exhibit A, recorded in Liber 1493, pages 0375 through 0380.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Whispering Pines Condominium Phase 3 as part of the original Whispering Pines Condominium project.

LIVINGSTON COUNTY TREASURER'S CERTIFICATE
I hereby certify that there are no TAX LIENS or TITLES held by the state or any individual against the within description, and all TAXES are same as paid for five years previous to the date of this instrument, or appear on the records in this office except as stated.
5-4-93
Dianne H. Harcy, Treasurer
Sec. 135 Act 206, 1893 as Amended
Taxes not examined

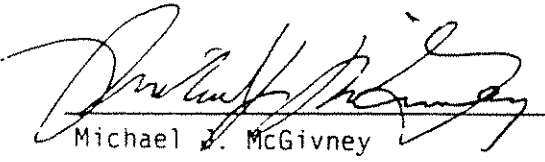
FILED IN PUBLIC RECORDS
MAY 4 1993


SECOND AMENDMENT TO MASTER DEED - WHISPERING PINES CONDOMINIUM - PHASE 3

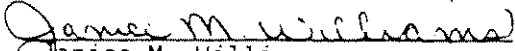
LIBER 1685 PAGE 0894

WITNESSES:

DEVELOPER:


Michael J. McGivney

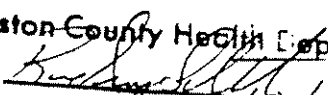
MICHIGAN LAND TECH, INC.

Donald A. Moon
President

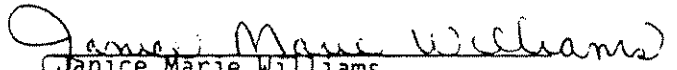

Janice M. Williams

STATE OF MICHIGAN)

COUNTY OF LIVINGSTON)

Subscribed, acknowledged and sworn to before me, a Notary Public on the 21st day of April, 1993, by Donald A. Moon, President of Michigan Land-Tech, Inc.

APPROVED
Livingston County Health Department
Name 
Date 4/21/93


Janice Marie Williams
Notary Public, Ingham County, Acting in
Livingston County, Michigan
My commission expires: 07-25-94

This document was prepared by and
when recorded return to:

✓ Donald A. Moon, Attorney
7200 Brighton Road
Brighton, Michigan 48116