

EXHIBIT C

PROTECTIVE COVENANTS

The purpose of these Protective Covenants is to ensure all of the co-owners of the condominium, full benefit and enjoyment of an attractive and nuisance-free development.

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) Garage and Parking Each owner shall erect at least a two (2) car attached garage as part of any home constructed, with a minimum of four (4) parking spaces outside the garage area.
- (b) Fences No owner shall be permitted to construct a fence without approval of the Developer.
- (c) Square Footage Any residence constructed on a unit shall contain the following minimum square footage:
 - (1) One story dwelling, 1800 sq ft on the ground floor.
 - (2) One and one-half story dwelling, 1400 sq ft on the ground floor.
 - (3) Two story dwellings, 1200 sq ft on the ground floor.
 - (4) Tri-levels and quad levels, not less than 1400 sq ft in the top two levels.

In making computations of square footage, there shall not be included basements, garages, attics, breezeways, porches and similar areas which are not normally classified as living areas.

- (d) Pets Owners shall be entitled to keep pets of a domestic nature within their unit, subject to the following rules:

No pet or animal may be kept or bred for any commercial purpose. Pets shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. In the event an owner's pet causes unnecessary and unreasonable disturbance or annoyance to other owners, one or more, and such owner files a written complaint with the Association specifying the cause of such disturbance or annoyance, the Board of Directors, after notice and opportunity for hearing before the Board to the owner keeping the pet, may, if it determines that such pet is in fact causing unnecessary and unreasonable disturbance or annoyance, require the owner to remove the pet from his unit or impose such other restrictions on the keeping of such pet as are reasonable. No pet or 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 owner who causes any animal to be brought or kept upon the premises 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 owner shall be responsible for collection and disposition of all fecal matter disposed by any pet maintained by such 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 the By-Laws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the development. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the development 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 Board of Directors of the Association may assess fines for such violation in accordance with these By-Laws and in accordance with duly adopted rules and regulations of the Association.

Section 1 (continued)

LIBER 1308 PAGE 0842

- (e) 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 condominium premises, 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) except while making deliveries or pick ups in the normal course of business. Owners shall, if the Association shall require, register with the Association all cars maintained on the condominium premises, other than passenger cars, authorized maintenance vehicles and commercial vehicles as provided in this Section 1. Overnight parking on any street in the Condominium is prohibited except as the Association may make reasonable exceptions thereto from time to time.
- (f) Landscaping Each owner shall have the responsibility to maintain the grounds of his unit, including the mowing of grass, removal of weeds, and proper trimming of bushes and trees. If the Association shall receive complaints from other owners regarding lack of maintenance of the grounds of a unit, then, and in that event, it shall have the right and duty to have such maintenance of the grounds of the unit performed as the Board of Directors shall determine as being reasonable, and the charges therefor shall become a lien upon the unit and collected in the fashion as set forth in Article II of the By-Laws.
- (g) Advertising No signs or other advertising shall be placed or maintained on any unit except that one sign advertising the unit for sale or lease, and having not more than three square feet of surface and the top of which shall be three feet or less above ground, may be erected and maintained on any of said lots.
- (h) Licensed Builder All homes shall be constructed by a licensed residential builder.
- (i) Maintenance of Septic System The Association shall establish a proper maintenance schedule to ensure that all septic systems are operating effectively. Should the property owner not abide by the recommendations of the Association, then and in that event, the Association shall provide for the proper maintenance and assess the property owner for the cost of such maintenance.
- (j) Fertilizers and Chemicals Used for Lawn Maintenance Fertilizers and lawn chemicals shall not be used within twenty-five (25) feet of any wetlands, flood plains or water course. When chemicals and fertilizers are used for lawn and garden care, they shall be used in such a manner and quantity as to not endanger surface or ground water quality.

The developer will furnish information which will consist of current recommendations by the Michigan State University for establishing and maintaining lawns and gardens.

- (k) Maintenance of Retention Flood Plain and Wetland Areas The owners of units 6-16, 19-22, 26-28, 42 and 43 shall not excavate, fill, alter or in any way do anything that would have a destructive impact on the vegetation in the area designated as retention, wetland or flood plain areas of the document attached to Master Deed marked Exhibit "A".

Section 2 Leasing and Rental

- (a) Right to Lease An owner may lease his unit and the improvements thereon for the same purposes set forth in Section 1 provided that a written disclosure of such lease transaction is submitted to the Board of Directors of the Association, in the manner specified in subsection (b) below. With the exception of a lender in possession of a unit following a default in a first mortgage, foreclosure, or deed or other arrangements in lieu of foreclosure, no co-owner shall lease less than an entire unit and the improvements thereon. 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 and the improvements thereon in its discretion.

(b) Leasing Procedures The leasing of units and improvements thereon shall conform to the following provisions:

- (1) A co-owner, including the Developer, desiring to rent or lease a unit and the improvements thereon shall disclose that fact in writing to the Association at least ten (10) 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 the 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.
- (3) If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Condominium documents, the Association shall take the following action:
 - 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 fifteen (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 fifteen (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 proceeding. 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 the 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 Architectural Control

No dwelling, structure or other improvement shall be constructed within a condominium unit or else where within the condominium project, nor shall any exterior modification be made to any existing dwelling, structure or improvement, unless plans and specifications therefore containing such detail as the Developer may reasonably request have first been approved by the Developer. Construction of any dwelling or other improvements must also receive any necessary approvals from the local public authority. The Developer shall have the right to refuse to approve any such plans or specifications or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans and specifications, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, proposed exterior material and exterior colors which shall blend in with existing residences and the natural surroundings, the site upon which it is proposed to be constructed and the degree of harmony thereof with the Condominium as a whole. Except in an emergency, no trees shall be removed from a unit after approval of a site plan. Non-emergency removal shall only be permitted upon written application to and the written approval of the Developer or the Association, if the Developer no longer owns any units in the project. 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. The Developer's rights under this Section 3 may, in the Developer's discretion, be assigned to the Association or other successor to the Developer. The Developer may construct any improvements upon the condominium premises that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium documents.

LIBR 1308 PAGE 0844

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 unreasonable, 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 each co-owner shall pay to the Association the increased insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similarly dangerous weapons, projectiles or devices.

Section 5 Aesthetics

Neither the common elements nor the condominium unit outside of the dwelling and garage constructed thereon shall be used for storage of supplies, materials, personal property, or trash or refuse of any kinds, 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 patio, porch or deck; 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 areas designated therefore at all times and shall not be permitted to remain elsewhere on the common elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. Neither the common elements nor the condominium unit outside of the dwelling and garage constructed thereon shall 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 6 Rules and Regulations

It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the co-owners in the Condominium. Reasonable rules and regulations consistent with the Act, the Master Deed, the By-Laws, and these Protective Covenants concerning the use of the common elements may be made and amended from time to time by any Board of Directors (or its successors) prior to the transitional control date. Copies of all such rules and regulations and amendments thereto shall be furnished to all co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all co-owners in number and in value. Such rules may not be applied to limit the Developer's construction, sales or rental activities.

Section 7 Right of Access of Association

The Association or its duly authorized agents shall have access as may be necessary for maintenance, repairs, or replacement of any of the common elements, including drainage and retention areas.

The Association shall maintain the retention area that adjoins units 19, 20, 21, 22, 26, 27 and 28 as well as the retention area that is designated park.

The Association shall also maintain all the drainage in the development, that said development shall cooperate in the future drainage of additional lands that may be a part of an overall drainage district, that the drainage shall be maintained in accordance with the Rules and Regulations of the Livingston County Drain Commission and in accordance with the Construction Plan on file with Hamburg Township.

Section 8 Co-Owner Maintenance

Each owner shall maintain his unit and the improvements thereon in a safe, aesthetically pleasing, clean and sanitary condition. Each owner shall also use due care to avoid damaging any of the common elements, including but not limited to, the telephone, water, gas, plumbing, electrical, or other utility conduits and systems and any other common elements within any unit which are appurtenant to or which may affect any other unit. Each owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the common elements by him or his family, guests, agents, or 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 of the By-Laws.

Section 9 Reserved Rights of the Developer

- (a) Prior Approval by Developer During the construction and sales period, no hedges, trees or substantial plantings or landscaping shall be installed, removed or trimmed until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by the Developer, and a copy of said plans and specifications, as finally approved, lodged permanently with the Developer.
- (b) Developer's Rights in Furtherance of Development and Sales None of the restrictions contained in these Protective Covenants 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 By-Laws, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, the Developer shall have the right throughout the entire construction and sales period 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 the Developer. The Developer shall restore the areas so utilized to habitable status upon termination of use.
- (c) Enforcement of Protective Covenants 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 the 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 the By-Laws or these Protective Covenants and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Protective Covenants 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 Protective Covenants.
- (d) Units Adjoining Golf Course The Developer reserves the right, without consent of the property owners, to establish rules and regulations for the normal play of golf, such as a golfer being able to play or not to play a golfball that lands on or comes to rest on any of the following units:
7,8,16,17,20,45,46,47,48 and 50. The owners of these units shall be restricted from certain uses of said units if in the judgement of the Developer, it would interfere with the normal play of golf.
- (e) Use of Streets The Developer reserves the exclusive rights to use of all streets for any and all future development which may include golf course with clubhouse facilities, as well as additional single family sites and multi-family units.
- (f) Reserved Rights of Sewer Contracts The Developer reserves the right to enter into contracts with Hamburg Township regarding a sewer district that may be established for the development, should it be determined that sewers are necessary sometime in the future.

WHISPERING PINES CONDOMINIUM

FIRST AMENDMENT

PERTAINING TO EXHIBIT C

RECORDED IN LIBER 1308 PAGE 0816

LIBER 1367 PAGE 0808

Pursuant to the Livingston County Health Department, the Following Covenants or restrictions, shall be added to and made a part of the original Protective Covenants.

"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 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 200.00ft.; 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.

Section 10. Water and Sewage Maintenance

The individual condominium owner is responsible for the maintenance and repair their particular water supply and sewage disposal system.

Section 11. Wells

All wells shall be drilled and developed by a Michigan Licensed Well Driller and penetrate a protective clay layer sufficient to protect the aquifer. If a protective clay layer is not encountered, the well shall be drilled to and terminate in the bedrock formation.

Section 12. Test Wells

If the test wells, located on Units 13, 19, 25, and 45 are not to be used as service wells, then they shall be properly abandoned by a Michigan Licensed Well Driller and written certification as to the abandonment shall be submitted to the Livingston County Health Department.

Section 13. Well Isolation

Isolation and construction requirements pertaining to private well construction shall meet the minimum requirements set forth by the Livingston County Health Department and Part 127 fo Act 368, P.A. 1978.

SEP 29 11 01 AM '89
NANCY HAVILLAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI
48843

RECORDED

Section 14. Well and Septic Location

Unless otherwise approved, all wells and septic systems shall be located within the approved areas as shown on the final site plan on file at the Livingston County Health Department.

Section 15. Units 12, 42, and 49 Septic System Requirements

The bottom of the septic system on Unit 12 shall be no deeper than 12 inches below original grade. The bottom of the septic systems of Units 42 and 49 shall be no deeper than 24 inches below original grade unless otherwise approved by the Livingston County Health Department. This is to insure that there is a minimum of 4 feet of permeable soils beneath the bottom of the septic systems.

Section 16. Units 10 and 11 - *Tree Tops*

Units 10 and 11 are unbuildable due to the inability to locate a well, house and active and reserve septic system out of the wetland area and within the Unit boundaries and maintain all applicable isolation distances.

Section 17. Units 23, 25, 38, 39, and 40 Septic Systems

These Units will require a 100% removal of clay soils to sand in the area of the system ranging from 3 to 7 feet. This may incur an added expense onto the septic system installation for these particular units.

Section 18. Livingston County Health Department

All restrictions placed on the Site Condominium proposal by the Livingston County Health Department are not severable and shall not expire under any circumstances unless amended or approved by the Livingston County Health Department.

WITNESSES:

Connie M. Minock
Connie M. Minock

Margaret M. Taylor
Margaret M. Taylor

DEVELOPER:

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 28 day of September, 1989, by Donald A. Moon, President of Michigan Land-Tech, Inc.

This document was prepared by and when recorded return to: Donald A. Moon, Attorney
7200 Brighton Road
Brighton, Mi. 48116

My commission expires: 10-1-91 Connie M. Minock
Connie M. Minock Notary Public
Livingston County, Michigan

WHISPERING PINES CONDOMINIUM

SECOND AMENDMENT TO PROTECTIVE COVENANTS

The following covenants or restrictions shall be added to and made a part of the original Protective Covenants recorded October 17, 1988 in Liber 1308, pages 0841 through 0845, and the First Amendment recorded September 29, 1989 in Liber 1367, pages 0808 through 0809.

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.

The setback of the buildings on the following sites from the rear of the site and adjacent to the golf course shall be as follows:

Lot 53	200 feet
Lot 56	150 feet
Lot 57	150 feet
Lot 58	125 feet
Lot 59	75 feet
Lot 60	75 feet
Lot 61	100 feet
Lot 62	100 feet

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 record in the
office except as stated.

2-71 *[Signature]* 44245
19 Dianne K. Hardy, Treasurer
Sec. 135 Act 206, 1893 as Amended
Taxes not excused.

Part of 15-19-400-05

Aug 2 4 05 PM '91
NANCY HAVILAND
REGISTRAR OF DEEDS
LIVINGSTON COUNTY, MI
48064

RECORDED

LIBER 1493 PAGE 0379

Livingston County Health Department Restrictions

LIBER 1493 PAGE 0380

[Faint, mostly illegible text, likely the main body of the health department restrictions.]

[Handwritten signature]
Dorlene Bell

[Handwritten signature]

[Handwritten signature]
Amy Seeth

APPROVED

Livingston County Health Department
Name Rachael Little
Date 7/23/91

23 July 1991

[Handwritten signature]
Livingston County, MS
10/1/91

This document was prepared by
Livingston County Health Department

Don L. G. Moore, Attorney
7000 Highway 90, Gulfport
Gulfport, Mississippi 39503

WHISPERING PINES CONDOMINIUMTHIRD AMENDMENTPERTAINING TO EXHIBIT CRECORDED IN LIBER 1308 PAGE 0816

Pursuant to the Livingston County Health Department, the following Covenants or Restrictions shall be added to and made a part of the original Protective Covenants.

"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.

1. No unit shall be used for other than a single family dwelling.
2. All wells shall be developed by a Michigan licensed well driller and penetrate a protective clay barrier. It is also recommended that all wells within this development be grouted along the entire depth of the casing.
3. The test well is located on Unit 90 of this development phase. This well may be used for the potable water supply for that unit. If the well is not intended for use, it must be properly abandoned according to the Groundwater Quality Control Act.
4. The septic locations for both the active and reserve, as well as the water supply systems shall be placed in the areas as indicated on the preliminary plan, which is on file at the LCHD, unless otherwise approved by LCHD.
5. Units 74, 78, 92 and 93 have been prepared in accordance with engineer specifications. "As built" drawings as to the exact locations of these areas are on file at the LCHD.
6. Unit 88 will require that the bottom of the stone bed shall be no deeper than an elevation of 878.
7. Units 71, 73, 87, 91 and 93 will require 100% removal of less permeable soils to more permeable soils in the area of the septic system ranging from 4 feet to 7 feet.

LIBER 1685 PAGE 0895

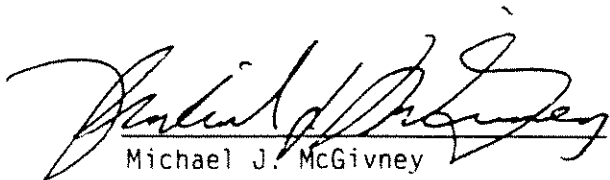
THIRD AMENDMENT - PERTAINING TO EXHIBIT C - WHISPERING PINES CONDOMINIUM -
RECORDED IN LIBER 1308 PAGE 0816
(CONTINUED)


LIBER 1685 PAGE 0896

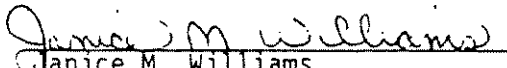
8. The area designated for the placement of the reserve sewage system must be maintained vacant and free of obstacles which would restrict the placement of a sewage system for future needs. This includes, but is not limited to underground utility lines, driveways, garages, etc.
9. There shall be no future subdividing in the subdivision to create additional building sites utilizing on-site sewage disposal and water supply.
10. All restrictions placed here by the Livingston County Health Department are not severable and shall not expire under any circumstances unless amended or approved by the LCHD.

WITNESSES:

DEVELOPER:


Michael J. McGivney

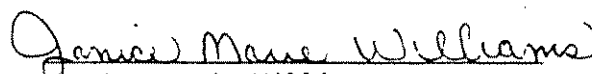
MICHIGAN LAND TECH. INC.

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.


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
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