

Summary of Master Deed
Whispering Pines Condominium Association (WPCA)

November, 2005

The Master Deed was executed on October 14, 1988 by Michigan Land-Tech, Inc. The legal description of Phase 1 is specified. Exhibits to the Deed are the By-Laws, the Subdivision Site Plan, and the Protective Covenants. Fourteen Provisions are in the Master Deed and two Amendments were added which specify the legal descriptions of Phase 2 and Phase 3 respectively.

The Fourteen Provisions are:

FIRST: Sixteen terms used in the Deed, the By-Laws and the Covenants are defined. Please see the Master Deed for these definitions.

SECOND: This defines the name as Whispering Pines Condominium, in Livingston, County, Hamburg Township.

THIRD: The Units in the Condominium are shown on the Site Plan. Each co-owner has an exclusive right to his unit and shares the rights with other co-owners of the Common Elements.

FOURTH: The Common Elements are defined as follows:

- (1) General Common Elements include:
 - (a) The land including roads, unassigned parking spaces, and other improvements not shown as Limited Common Elements or Condominium Units on the Site Plans.
 - (b) The electrical wiring network throughout the project up to but not including the electric meter for each unit.
 - (c) The gas line network throughout the project up to but not including the gas meter for each unit.
 - (d) The telephone and television wiring network throughout the project up to the point of connection with each unit.
 - (e) The storm drainage system throughout the project.
 - (f) Other elements not designated as general or limited common elements which are not located within a unit but are intended for the general use and safety of the project.
 - (g) Some or all of the utility lines and equipment may be owned by the pertinent utility company and therefore are considered Common Elements only to protect the co-owners interests in the usage of the utility.
 - (h) The retention areas shown on the Site Plan.
- (2) Limited Common Elements shall be for the exclusive use of the co-owner of the unit on which the Limited Common Element is given.

- (3) The responsibilities for the maintenance, repair, and replacement of the common elements are as follows:
 - (a) Association Responsibilities. The Association is responsible for the roads and all other General Common Elements, unless specifically modified in the Condominium Documents.
 - (b) Co-Owner Responsibilities. The co-owners are responsible for their units.

FIFTH:

- (1) Each Unit is shown on the Sit Plan in heavy outlines.
- (2) Each unit is assigned equal value, each co-owner shares equally in the proceeds and expenses associated with the common elements.

SIXTH: The following provisions apply and may not be changed without the approval of all co-owners (unless specifically modified in other sections of these documents):

- (1) The Association will provide any first mortgagee, if requested, notification of any default by the co-owner if not cured within 60 days.
- (2) If a mortgage is foreclosed, the first mortgagee shall not be liable for the unit's unpaid bills or charges.
- (3) Unless 2/3 of the first mortgages and co-owners approve, the Association cannot:
 - (a) seek to abandon or terminate the condominium project.
 - (b) Change the pro rata interest or obligation of any condominium unit.
 - (c) Partition or subdivide any condominium unit.
 - (d) Seek to abandon, sell or transfer the common elements.
 - (e) Use hazard insurance proceeds for losses to any unit except for the repair of the improvements.
- (4) Each first mortgagee has the right to examine the books and records of the Association.
- (5) First mortgagees have the first rights to proceeds from insurance or condemnation awards.
- (6) This applied only to the development period of the condominium and no longer applies.

SEVENTH: If the condominium is partially or totally damaged or destroyed or taken by eminent domain the By-Laws determine what should be done.

EIGHTH: Easement rights are granted for maintenance, repair or replacement on the common elements of the project.

NINTH: The Association and its officers, Directors, and agents have the right to access the common elements. The Association will not be responsible for any repair or improvements to any units for which the co-owner has the responsibility to maintain insurance coverage of the unit.

TENTH: This applied during the development phases and now no longer applies.

ELEVENTH: The Association has the right and obligation to grant easements, rights-of-entry, etc to the common elements for purposes benefiting the Condominium project. No easement can be modified without the consent of each person affected by the modification.

TWELFTH: The Association and Utility Companies have the right-of-access to the common areas during reasonable hours.

THIRTEENTH: This section deals with the termination of the Condominium and applied primarily during the development period except for the following:

- (1) Changes to the Condominium Documents require written approval from 2/3 of the co-owners and first mortgagees.
- (2) A person causing or requesting an amendment to the documents is responsible for the costs and expenses except for amendments approved by a majority vote of the co-owners.

FOURTEENTH: The Developer may assign his rights and powers to the Association (which he did at the completion of the project at the First Annual Meeting).