

It is further understood that the legal description of Whispering Pines Phase 2 recorded August 24, 1991 on Site Plan recorded in Liber 1493, page 0382 is not in error and shall remain the same as previously recorded.

Upon the recording of this document, all legal descriptions referencing Whispering Pines Phase 2 shall be described as indicated above in the corrected description.

Dated this 18th day of November, 1993

WITNESSES:

DEVELOPER:

Michigan Land Tech, Inc.

Josephine C. Moon
Josephine C. Moon

Donald A. Moon
Donald A. Moon
President

Paula J. Thielen
Paula J. Thielen

STATE OF MICHIGAN)

COUNTY OF LIVINGSTON)

Subscribed, acknowledged and sworn to before me, a Notary Public on the 18th day of November, 1993, by Donald A. Moon, President of Michigan Land Tech, Inc.

Paula J. Thielen
Paula J. Thielen

Livingston County, Michigan
My commission expires: Dec. 11, 1996

This document was prepared by and
when recorded return to:

↓ Donald A. Moon, Attorney
7200 Brighton Road
Brighton, MI 48116

1999 OCT 19 P 2:23

NANCY HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI.
48043

WHISPERING PINES CONDOMINIUM
FIFTH FIRST AMENDMENT
PERTAINING TO EXHIBIT A OF MASTER DEED

RECORDED IN LIBER 1308 PAGE 0823 8/16

Article II, Section 3, paragraph 1 of the By-Laws of Whispering Pines Condominium, recorded at Liber 1308 Page 0824, Livingston County Records, has been amended as follows by a majority vote of the co-owners of the Association at the Annual Meeting held on April 27, 1999.

All New and/or Modifications are Indicated by Underline

**ARTICLE II
ASSESSMENTS**

Section 3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, 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 the percentage of value allocated to each unit in paragraph FIFTH of the Master Deed, without increase or decrease for the existence of any rights to use of limited common elements appurtenant to a unit. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by co-owners in two (2) equal semi-annual 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. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment.

All By-Laws not amended herein shall remain in full force and effect.

This amendment to the By-Laws shall become effective upon recording with the Livingston County Register of Deeds.

IN WITNESS WHEREOF, WHISPERING PINES CONDOMINIUM ASSOCIATION, by its authorized representative, has signed this Amendment to By-Laws on this 16 day of 9, 1999.

WITNESSES:

Dan Gee
DAN GEE

Kay C. Berke
KAY C. BERKE, PRESIDENT
WHISPERING PINES CONDOMINIUM ASSOCIATION

Barbara Walewski
Barbara Walewski

STATE OF MICHIGAN)
COUNTY OF LIVINGSTON) ss.

On this 16th day of 09, 1999, before me personally appeared the above person, to me known, who, being first duly sworn, deposes and says that she has read the foregoing document by him subscribed, knows the contents thereof, and states that the same are true of her knowledge, except as to those matters that are stated to be on information and belief, and as to those matters, believes them to be true.

Rebecca Dykstra
Notary Public

County of Livingston, Michigan
My Commission Expires:

REBECCA J. DYKSTRA
Notary Public, Livingston County, MI
My Commission Expires January 15, 2000

DRAFTED BY AND RETURN TO:
ROBERTA S. BALON-VAUGHN (P53627)
BURCHFIELD, PARK & HEDDON, P.C.
225 E. Grand River, Suite 203

WHISPERING PINES CONDOMINIUM

SIXTH FOURTH AMENDMENT

PERTAINING TO EXHIBIT C OF MASTER DEED

RECORDED IN LIBER 1308 PAGE 0816

Pursuant to a majority vote of the co-owners at the Annual Meeting held on April 27, 1999, the following Covenants or Restrictions shall be revised and/or added to and made a part of the original Protective Covenants of Whispering Pines Condominium, recorded at Liber 1308 Page 0811, et seq., Livingston County Records.
816

All New and/or Modifications are Indicated by Underline

Section 1. Residential Use

(b) Fences. No owner shall be permitted to construct a fence without prior written approval of the Architectural Control Committee, unless a fence is required by a provision of State law or local ordinance.

* * *

(l) Swimming Pools. No aboveground swimming pools shall be erected in the Condominium. No owner shall be permitted to construct an in-ground swimming pool without first obtaining the prior written approval of the plans, design and specifications of the Architectural Control Committee and consistent with all Township ordinances.

(m) Common Trash Service. Only one trash service company shall conduct garbage and refuse pick-up for the Condominium. The company to perform such services shall be determined and voted upon for approval at the annual meeting of the co-owners or any special meeting called for such purpose.

(n) Completion of New Residences. All new home construction shall be completed within twelve (12) months from the issuance of the building permit. Extensions may be granted for cause of hardship upon application to the Board of Directors. All landscaping for a new residence shall be approved and completed within twelve (12) months after issuance of a certificate of occupancy by the building authority.

(o) Dumping. No trash, refuse, garbage, yard waste or other waste shall be dumped anywhere within the Condominium, with the exception that yard waste may be dumped by an owner on his or her own lot. The Board of Directors shall assess actual cleanup costs against the offending co-owner violating this Protective Covenant.

(p) Invisible Fences. All invisible fences placed within a unit shall be set back a minimum of twenty (20') feet from any street within 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 the any Board of Directors (or its successors) prior to the transition 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.

All Protective Covenants not amended herein shall remain in full force and effect.

These amendments to the Protective Covenants shall become effective thirty (30) days after mailing or delivery to the designated voting representative of each co-owner.

SIXTH ~~FOURTH~~ AMENDMENT - PERTAINING TO EXHIBIT C OF MASTER DEED
WHISPERING PINES CONDOMINIUM
RECORDED IN LIBER 1308 PAGE 0816
(CONTINUED)

IN WITNESS WHEREOF, WHISPERING PINES CONDOMINIUM ASSOCIATION, by its authorized representative, has signed this Amendment to the Protective Covenants on this 16 day of 09, 1999.

WITNESSES:

Daniel A. Gee
DANIEL GEE

Kay C. Berke, President
KAY C. BERKE, PRESIDENT
WHISPERING PINES CONDOMINIUM ASSOCIATION

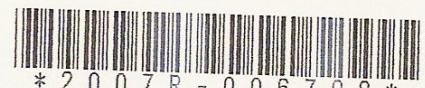
See Notary

STATE OF MICHIGAN)
COUNTY OF LIVINGSTON) ss.

On this 16th day of 09, 1999, before me personally appeared the above person, to me known, who, being first duly sworn, deposes and says that she has read the foregoing document by him subscribed, knows the contents thereof, and states that the same are true of her knowledge, except as to those matters that are stated to be on information and belief, and as to those matters, believes them to be true.

Rebecca J. Dykstra
, Notary Public
REBECCA J. DYKSTRA
County of Livingston, Michigan
My Commission Expires: _____
Notary Public, Jackson County, MI
My Commission Expires June 23, 2000

DRAFTED BY AND
RETURN TO:
ROBERTA S. BALON-VAUGHN (P53627)
BIRCHFIELD, PARK & HEDDON, P.C.
25 E. Grand River, Suite 203
Brighton, MI 48116
(313) 227-3100



2007R-006798

RECORDED ON
02/23/2007 10:44:03AM
SALLY REYNOLDS
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI 48843
RECORDING: 13.00
REHON: 4.00
PAGES: 2

2

WHISPERING PINES CONDOMINIUM ASSOCIATION

SEVENTH AMENDMENT

PERTAINING TO EXHIBIT C OF MASTER DEED

RECORDED IN LIBER 1308 PAGE 0816

Pursuant to a majority vote of the Board of Directors at the Association's monthly meeting on January 25, 2007, the following Protective Covenant shall be revised and made part of the Sixth Amendment to Exhibit C to the Master Deed recorded October 19, 1999 by the Register of Deeds for Livingston County.

All new and/or modifications are indicated by Underline

Section 1. Residential Use

(m) Common Trash Service. Only one trash service company shall conduct garbage and refuse pick-up for the Condominium. The company to perform such services shall be determined and voted upon by the WPCA Board of Directors.

All Protective Covenants not amended herein shall remain in full force and effect.

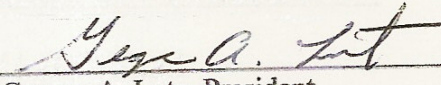
This amendment to the Protective Covenants shall become effective thirty (30) days after mailing or delivery to the designated voting representative of each co-owner.

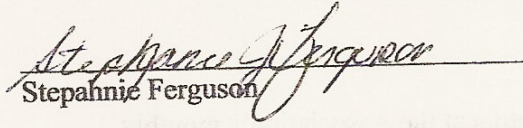
SEVENTH AMENDMENT - PERTAINING TO EXHIBIT C OF MASTER DEED
WHISPERING PINES CONDOMINIUM
RECORDED IN LIBER 1308 PAGE 0816
(CONTINUED)

In witness whereof, WHISPERING PINES CONDOMINIUM ASSOCIATION, by its authorized representative, has signed this Amendment to the Protective Covenants on this 23rd day of Feb, 2007.

WITNESSES:

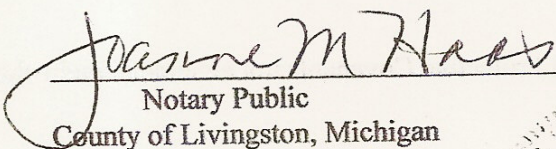

Edward Freeman


George A. Lutz, President
Whispering Pines Condominium
Association



Stephanie Ferguson

STATE OF MICHIGAN)
)ss.
COUNTY OF LIVINGSTON)

On this 23rd day of Feb, 2007, before me personally appeared the above person, to me known, who, being first duly sworn, deposes and says that he has read the foregoing document by him subscribed, knows the contents thereof, and states that the same are true of his knowledge, except as to those matters that are stated to be on the information and belief, and as to those matters, believes them to be true.


Notary Public
County of Livingston, Michigan
My Commission expires:

✓ Drafted by and return to:
George A. Lutz
9705 Rolling Greens Drive
Pinckney, MI 48169
517-294-7787


Notary Public, Michigan
Acting in Livingston
My Commission Expires 07/12/2007



* 2 0 0 7 R - 0 3 8 4 8 7 *

2007R-038487

RECORDED ON

11/29/2007

10:44:58AM

SALLY REYNOLDS

REGISTER OF DEEDS

LIVINGSTON COUNTY, MI 48843

RECORDING: 13.00

RENON: 4.00

PAGES: 2

WHISPERING PINES CONDOMINIUM ASSOCIATION

EIGHTH AMENDMENT

PERTAINING TO EXHIBIT A OF MASTER DEED

RECORDED IN LIBER 1308 PAGE 0816

Pursuant to the required 66.7% vote of the homeowners, at the Special Meeting on November 15, 2007, the following By-Laws of Whispering Pines Condominium, recorded in Liber 1308 page 0816, Livingston County Records, have been revised and shall be made part of Exhibit A, the By-Laws of the Master Deed recorded October 17, 1988 by the Register of Deeds for Livingston County.

All new and/or modifications are indicated by Underline.

Article VII (Voting), Section 4 (Quorum); passed by 70.2% of the homeowners
[reduced the quorum required from 50% to 30%]

The presence in person or by proxy of 30% of the co-owners qualified to vote.....

Article X (Board of Directors,) Section 2(4) (Election of Directors) passed by 77.7%
[increased the number of Directors from 3 to 5]

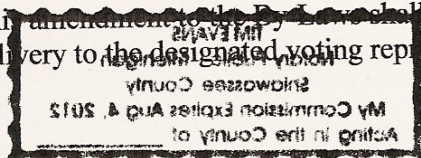
At each annual meeting held thereafter, either two or three Directors shall be elected depending upon the number of Directors whose terms expire.

Article X (Board of Directors), Section 4(h) (other duties); passed by 76.6%
[referenced responsibilities and duties in the Covenants]

To make rules and regulations in accordance with Section 6 of Exhibit C, the Protective Covenants of the Master Deed.

All By-Laws not amended herein shall remain in full force and effect.

This amendment to the By-Laws shall become effective thirty (30) days after mailing or delivery to the designated voting representative of each co-owner.

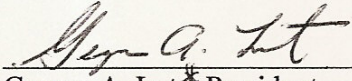


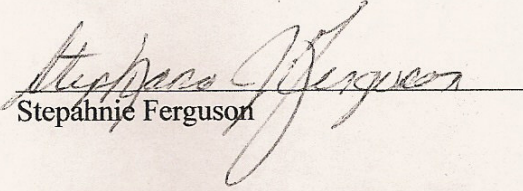
EIGHTH AMENDMENT - PERTAINING TO EXHIBIT A OF MASTER DEED
WHISPERING PINES CONDOMINIUM
RECORDED IN LIBER 1308 PAGE 08
(CONTINUED)

In witness whereof, WHISPERING PINES CONDOMINIUM ASSOCIATION, by its authorized representative, has signed this Amendment to the Protective Covenants on this 29th day of November, 2007.

WITNESSES:

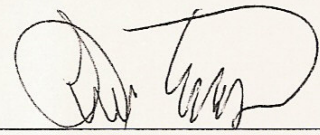

Edward Freeman


* George A. Lutz, President
* Whispering Pines Condominium
Association


Stephanie Ferguson

STATE OF MICHIGAN)
)ss.
COUNTY OF LIVINGSTON)

On this 29th day of November, 2007, before me personally appeared the above person, to me known, who, being first duly sworn, deposes and says that he has read the foregoing document by him subscribed, knows the contents thereof, and states that the same are true of his knowledge, except as to those matters that are stated to be on the information and belief, and as to those matters, believes them to be true.



Notary Public
County of Livingston, Michigan
My Commission expires: 08/04/2012

Drafted by and return to:
George A. Lutz
9705 Rolling Greens Drive
Pinckney, MI 48169
517-294-7787

