

Whispering Pines Condominium Association (WPCA)

Summary of Declaration of Covenants

Summary of Eight Amendments

Liber 1308, October 17, 1988

Liber 1367, September 29, 1989 (1st Amendment)

Liber 1493, August 2, 1991 (2nd Amendment)

Liber 1685, April 21, 1993 (3rd Amendment)

Liber 1766., November 30, 1993 (4th Amendment)

Liber unknown, September 9, 1999 (5th Amendment)

Liber 2673, October 19, 1999 (6th Amendment)

Liber xxxx, January 25, 2007 (7th Amendment)

Liber yyyy, December 15, 2007 (8th Amendment)

Liber zzzz, August 7, 2009 (9th Amendment)

The purpose of the Protective Covenants is to ensure all of the co-owners of the condominium full benefit and enjoyment of an attractive and nuisance-free development and to establish standards for the physical appearance of the Whispering Pines Community, thus enhancing the safety and value of the community. These Covenants are distributed to all new homeowners of Whispering Pines at the time of purchase. The Covenants document consists of 9 Sections.

Section

- 1 Residential Use
- 2 Leasing and Rental
- 3 Architectural Control
- 4 Activities
- 5 Aesthetics
- 6 Rules and Regulations
- 7 Right of Access of Association
- 8 Co-Owner Maintenance
- 9 Reserved Rights of the Developer

SECTION 1 – RESIDENTIAL USE

All units in the Condominium shall be used for single family residential purposes and the common elements shall be used for purposes consistent with single family residential use.

- a. **Garage and Parking** All home shall have a two car (minimum) attached garage with a minimum four parking spaces outside the garage area.

- b. Fences No fences are permitted without prior written approval of the Architectural Control Committee of the WPCA Board unless required by local or state law. (modified, Sixth Amendment, 1999).
- c. Square Footage All residences shall have 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 ground floor
 - (3) Two story dwellings, 1200 sq ft on ground floor
 - (4) Tri-levels and quad-levels, not less than 1400 sq ft in the top two levels
- d. Pets Owners may keep domestic pets subject to the following rules
- (1) Pets cannot be kept or bred for commercial purposes
 - (2) Pets shall have such care and restraint so as not to be obnoxious or offensive regarding noise, odor, or unsanitary conditions
 - (3) Pets must be leashed and attended to on the common elements, i.e. they are not permitted to run loose on the common elements
 - (4) No savage or dangerous animal shall be kept on the premises
 - (5) Each owner shall be responsible for collecting and disposing of all pet fecal matter to maintain high sanitary standards in the community
- e. Vehicles Only vehicles used primarily for general purpose transportation may be parked or stored on condominium premises, unless stored in the garage itself. Vehicles prohibited on the premises include:
- (1) House trailers, boats or boat trailers, camping vehicles or trailers, motorcycles, all-terrain vehicles, and snowmobiles or snowmobile trailers
 - (2) Inoperative vehicles of any type
 - (3) Commercial and maintenance vehicles except while making deliveries or pick ups
 - (4) Overnight parking on any street in the Condominium is prohibited
- f. Landscaping Each owner has the responsibility to maintain the grounds of his unit, including mowing the grass, removing weeds, and trimming bushes and trees
- g. Advertising No signs or other advertising is permitted except for one sign advertising the sale or lease of the unit
- 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
- j. Fertilizers and Chemicals Used for Lawn Maintenance
- (1) Fertilizers or lawn chemicals shall not be used within 25 feet of any wetlands, flood plains, or water course
 - (2) When using fertilizers or chemicals, do so in such a manner and quantity as to not endanger surface or ground water quality

k. Maintenance of Retention Flood Plain and Wetland Areas Owners of property adjacent to the retention flood plains and wetland areas shall not excavate, fill, or alter their property that would have a detrimental impact on the protected areas (units 6-16, 19-22, 26-28, 42, 43)

Please see the summary of the Sixth Amendment to the Covenants near the end of this section for additional Residential Use covenants.

SECTION 2 - LEASING AND RENTAL

a. Right to Lease An owner may lease his entire unit so long as the leasee complies with all requirements of Section 1 and a disclosure of the lease is submitted to the WPCA Board.

b. Leasing Procedures

- (1) Notify the WPCA Board at least 10 days prior to signing a lease
- (2) Tenants shall comply with all the Association By-Laws and Covenants
- (3) If the tenants do not comply with the Condominium rules, the owner will be notified and corrective actions taken within 15 days
- (4) If an owner is in arrears to the Association for assessments, the Association can notify the tenants and the tenants can pay the assessment and deduct the amount from his lease payment

SECTION 3 ARCHITECTURAL CONTROL The Association reserves the right to approve all new construction plans and all exterior modifications or additions to existing units to maintain community aesthetics including blending in with existing structures and surroundings in general.

- a. Plans and specifications for any new dwelling, modifications to an existing dwelling, or major modifications to the landscaping of the property must be submitted to the WPCA Board for approval.
- b. Construction of any dwelling or other improvements must also receive any necessary approvals from the local public authorities
- c. Removal of live, viable trees from the property requires the approval of the Association Board.

SECTION 4 ACTIVITIES

- a. Immoral, improper, unlawful, or offensive activity is prohibited
- b. No unreasonable noisy activity is permitted on the common elements
- c. Any thing or activity that may increase the insurance premiums of the Association requires Association approval since the premium increase will be borne by the entire community
- d. Expressly prohibited activities include 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 In general, no activity is permitted or condition allowed which is detrimental to the appearance of the Condominium

- a. Supplies, materials, personal property, trash, or refuse of any kind may not be stored outside the dwelling and garage
- b. Garage doors are to be kept closed except as necessary to gain access to or from the garage
- c. Patios, porches, and decks must be properly maintained. No furniture or equipment may be stored in these areas during seasons when such areas are not in use
- d. Trash receptacles may not remain on the common elements except for the time required to collect the trash
- e. Drying, shaking, or airing clothing or other fabrics outside the dwelling or garage is prohibited

SECTION 6 RULES AND REGULATIONS The Board may make rules and regulations from time to time to reflect the needs and desires of the majority of the condominium owners. Copies of these new rules must be made available to all owners within 30 days. Any rule or regulation can be revoked by a majority vote of the condominium owners (modified, Sixth Amendment, 1999).

SECTION 7 RIGHT OF ACCESS OF ASSOCIATION

- a. The Association shall have access rights to maintain any of the common elements, including drainage and retention areas
- b. The Association shall maintain both retention areas in the community
- c. The Association shall also maintain all drainage in the development

SECTION 8 CO-OWNER MAINTENANCE

- a. Each owner shall maintain his unit in a safe, aesthetically pleasing, clean, and sanitary condition
- b. Each owner shall also use due care to avoid damaging any of the common elements such as telephone, water, gas, plumbing, electrical or other utility conduits
- c. Each owner shall be responsible for the negligent damage to or misuse of any of the common elements and will be responsible for the damages or costs to the Association due to the misuse.

SECTION 9 RESERVED RIGHTS OF THE DEVELOPER This section was used to protect the rights of the developer. Since the development is complete, this section no longer applies.

First Amendment to Exhibit C (Covenants) of Master Deed---added
September 29, 1989

SECTION 10 WATER AND SEWAGE MAINTENANCE The individual condominium owner is responsible for the maintenance and repair of their particular water supply and sewage disposal system.

SECTION 11 WELLS All wells shall be drilled by a Michigan licensed well driller and penetrate a protective clay layer sufficient to protect the aquifer.

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 abandoned properly by a Michigan licensed well driller.

SECTION 13 WELL ISOLATION Isolation and construction of private wells must meet Livingston County Health Department requirements.

SECTION 14 WELL AND SEPTIC LOCATION Unless otherwise approved, all wells and septic systems are to be located as shown on the final site plan.

SECTION 15 UNITS 12, 42, AND 49 SEPTIC SYSTEM REQUIREMENTS These are special requirements pertaining to the septic systems on lots 12, 42, and 49.

SECTION 16 UNITS 10 AND 11 Units 10 and 11 are unbuildable due to inability to locate a well, house, and active and reserve septic system out of the wetland area and within Unit boundary areas.

SECTION 17 UNITS 23, 25, 38, 39, AND 40 SEPTIC SYSTEMS these are special requirements to put septic systems on these properties.

SECTION 18 LIVINGSTON COUNTY HEALTH DEPARTMENT All restrictions placed on the Site Condominiums by LCHD are not serviceable and shall not expire unless amended by LCHD.

Second Amendment to Exhibit C (Covenants) of Master Deed---added August 2, 1991

This amendment provides the legal description of Phase 2 and provides the setback of the buildings from the rear of the site and adjacent to the golf course for Units 53, 56, 57, 58, 59, 60, 61, and 62.

Third Amendment to Exhibit C (Covenants) of Master Deed---added April 21, 1993

This amendment provides the legal description of Phase 3. It also re-emphasizes well and septic system requirements for the Units and specifies certain special requirements for some of the Units in Phase 3.

Fourth Amendment to Exhibit C (Covenants) of Master Deed---added
November 30, 1993

This amendment provides corrections to the legal descriptions of properties in Phase 2 of the development.

Fifth Amendment to Exhibit A (By-Laws) of Master Deed---added
September 16, 1999

This Amendment modifies Article II Section 3 of the By-Laws concerning Assessment Payment terms. Instead of allowing 12 equal installments of the annual assessment, it is now amended to be two equal semi-annual installments.

Sixth Amendment to Exhibit C (Covenants) of Master Deed---added
October 19, 1999

The following revisions and additions to the Protective Covenants were approved at the Annual Meeting of Homeowners on April 27, 1999.

SECTION 1 RESIDENTIAL USE

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

Swimming Pools (l) No above ground swimming pools shall be erected in the Condominium. In-ground swimming pools require the prior written approval of the Architectural Control Committee and must be consistent with all Township ordinances.

Common Trash Service (m) Only one trash service company shall conduct garbage and refuse pick-up for the Condominium. The Company shall be determined and voted upon for approval at the annual meeting or any special meeting called for such purpose. Modified by the 7th Amendment so that the trash company is determined by the Board.

Completion of New Residences (n) All new home construction shall be completed within 12 months of issuance of the Building Permit. Extensions may be granted by the Association Board. All landscaping shall be approved and completed within 12 months of issuance of Certificate of Occupancy.

Dumping (o) 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 lot. The Board shall assess clean-up costs against any offender of this covenant.

Invisible Fences (p) All invisible fences placed within a unit shall set back a minimum of 20 feet from any street within the condominium.

SECTION 6 RULES AND REGULATIONS

This section was amended to reflect the responsibility change from the developer to the Condominium Association. All Protective Covenants not amended by the Association Board remain in full force and affect. Section 6 reads:

The Board may make rules and regulations from time to time to reflect the needs and desires of the majority of the condominium owners. Copies of these new rules must be made available to all owners within 30 days. Any rule or regulation can be revoked by a majority vote of the condominium owners.

Seventh Amendment to Exhibit C (Covenants) of Master Deed---added
January 25, 2007

Common Trash Service (m) Only one trash service company shall conduct garbage and refuse pick-up for the Condominium. The Company shall be determined by the Board of Directors.

Eighth Amendment to Exhibit A (By-Laws) of Master Deed---added
December 25, 2007

Article VII (Voting), Section 4 (Quorum); reduced the quorum required from 50% to 30% in person or by proxy.

Article X (Board of Directors,) Section 2(4) (Election of Directors); increased the number of Directors from 3 to 5.

Article X (Board of Directors), Section 4(h) (other duties); referenced responsibilities and duties in the Covenants as follows:

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

Ninth Amrndment to Exhibit C (Covenants) of Master Deed---added
August 7, 2009

The introductory statement to the Covenants was modified to include the process used to address homeowner grievances, including Covenant violations.

Any grievance is to be submitted in writing to the Board of Directors. The Board will convene a Special Meeting to hear both parties regarding the grievance. A minimum of three Board members must be present and the decision of the reviewing members must be unanimous. The judgment rendered, any warning given, or any fine levied by the Board is final and binding.

GAL

11/28/2007

revised 2/19/2008

revised 2/25/2011