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**AMENDED AND RESTATED MASTER DEED OF
FAIRWAYS OF WHISPERING PINES CONDOMINIUM
(ACT 59, PUBLIC ACTS OF 1978, AS AMENDED)
LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 154**

This Amended and Restated Master Deed of Fairways of Whispering Pines Condominium is made and executed this 10th day of August, 2016, by Fairways of Whispering Pines Condominium Association, a Michigan nonprofit corporation (the "Association"), represented herein by Mary Shauger, the President of the Association, who is fully empowered and qualified to act on behalf of the Association, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended) (the "Condominium Act").

The Association desires by recording this Amended and Restated Master Deed to reaffirm the establishment of the real property described in Article II below, together with all of the improvements now located upon such real property and the appurtenances thereto, as a residential condominium project under the provisions of the Condominium Act. The original Master Deed for Fairways of Whispering Pines Condominium, recorded in Liber 2441, Pages 704 et seq., along with the First Amendment recorded in Liber 2613, Pages 111 et seq., the Second Amendment recorded in Liber 2662, Pages 665 et seq., the Third Amendment recorded in Liber 3076, Pages 111 et seq., and the Fourth Amendment recorded in Liber 4356, Pages 175 et seq. Livingston County Records, are superseded by this Amended and Restated Master Deed (except for the Condominium Subdivision Plan (defined below) attached to the original Master Deed as Exhibit B and as subsequently amended).

NOW THEREFORE, the Association does, upon the recording of this Amended and Restated Master Deed, reaffirm the establishment of Fairways of Whispering Pines Condominium as a Condominium under the Condominium Act and does declare that Fairways of Whispering Pines Condominium (hereinafter referred to as the "Condominium") 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 Condominium Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Amended and Restated Master Deed and Exhibits A and B applicable hereto, all of which shall be deemed to run with the real property described in Article II below and shall be a burden and a benefit to the Association, its successors and assigns, and any persons acquiring or owning an interest in such real property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of the Condominium, it is provided as follows:

ARTICLE I TITLE AND NATURE

Section 1. Condominium Name and Subdivision Plan No. The Condominium shall be known as Fairways of Whispering Pines Condominium, Livingston County Condominium Subdivision Plan No. 154. The Condominium is established in accordance with the Condominium Act. The Condominium consists of 202 Units, numbered 1 through 202.

Section 2. Units and Co-owner Rights of Access to Common Elements. The Units contained in the Condominium, including the number, boundaries and dimensions of each Unit, are set forth in the Condominium Subdivision Plan. Each Unit is capable of individual utilization on account of having its own access to a Common Element. Each Co-owner shall have an exclusive right to their Unit and shall have undivided and inseparable rights to share with the other Co-owners the Common Elements as are designated by this Amended and Restated Master Deed.

Section 3. Voting. Co-owner shall have voting rights in Fairways of Whispering Pines Condominium Association as set forth herein, in the Amended and Restated Condominium Bylaws and Articles of Incorporation of the Association.

ARTICLE II LEGAL DESCRIPTION

The land that comprises the Condominium covered by this Amended and Restated Master Deed, which is located in the Township of Hamburg, Livingston County, Michigan, is particularly described as follows:

PARCEL 1

THAT PART OF THE SE 1/4 OF SECTION 19, AND THE WEST 1/2 OF THE NE 1/4 OF SECTION 30, T1N, R5E, HAMBURG TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SECTION 19, T1N, R5E, HAMBURG TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, THENCE S87°53'05"W, 1313.42 FEET ALONG THE EAST-WEST 1/4 LINE OF SECTION 19 TO THE NE CORNER OF THE WEST 1/2 OF THE SE 1/4 OF SECTION 19 BEING ALSO THE NE CORNER OF WHISPERING PINES AS RECORDED IN LIBER 1308, PAGES 846-855 OF LIVINGSTON COUNTY RECORDS AND THE NW CORNER OF PHEASANT BROOK VILLAGE AS RECORDED IN LIBER 1520, PAGES 904-907 OF LIVINGSTON COUNTY RECORDS; THENCE S00°13'56"E, 60.03 FEET ALONG THE COMMON LINE BETWEEN WHISPERING PINES AND PHEASANT BROOK VILLAGE; THENCE S88°05'15"W, 711.00 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF HIGHWAY M-36 TO THE NE CORNER OF UNIT 14 OF WHISPERING PINES; THENCE S01°54'45"E, 385.00 FEET ALONG THE EAST LINE OF UNITS 14, 15, AND 16 TO THE SE CORNER OF UNIT 16; THENCE S64°08'35"W, 184.14 FEET ALONG THE SOUTH LINE OF UNIT 16; THENCE N68°18'00"W, 193.30 FEET CONTINUING ALONG SAID SOUTH LINE TO THE SW CORNER OF UNIT 16; THENCE SOUTHWESTERLY 54.72 FEET ON A CURVE TO THE LEFT HAVING A

RADIUS OF 342.70, AN INTERNAL ANGLE OF 09°08'53", AND A CHORD BEARING S42°40'43"W, 54.66 FEET ALONG THE SOUTH RIGHT OF WAY OF ROLLING GREENS DRIVE; THENCE ALONG THE SOUTH AND EAST LINES OF WHISPERING PINES NO. 2 AS RECORDED IN LIBER 1493, PAGES 381-384 OF LIVINGSTON COUNTY RECORDS THE FOLLOWING SEVEN COURSES: 1) SOUTHWESTERLY, 31.62 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN INTERNAL ANGLE OF 72°27'31", AND A CHORD BEARING S10°44'58"W, 29.55 FEET; 2) S25°28'48"E, 28.15 FEET, 3) SOUTHEASTERLY, 129.75 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 463.00 FEET, AN INTERNAL ANGLE OF 16°03'24", AND A CHORD BEARING S17°28'26"E, 129.33 FEET, 4) N81°33'48"E, 99.94 FEET, 5) S26°08'10"E, 220.42 FEET, 6) S39°24'16"E, 417.38 FEET, 7) S64°37'54"W, 242.95 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL: THENCE S56°45'24"E, 46.55 FEET; THENCE SOUTHEASTERLY 103.09 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 767.00 FEET, AN INTERNAL ANGLE OF 07°42'03", AND A CHORD BEARING S57°53'34"E, 103.01 FEET; THENCE N28°15'25"E, 120.00 FEET; THENCE SOUTHEASTERLY, 101.17 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 647.01 FEET, AN INTERNAL ANGLE OF 08°57'34", AND A CHORD BEARING S66°13'23"E, 101.07 FEET; THENCE S70°42'10"E, 297.28 FEET; THENCE SOUTHEASTERLY, 429.36 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 398.00 FEET, AN INTERNAL ANGLE OF 61°48'35", AND A CHORD BEARING S39°49'07"E, 408.84 FEET; THENCE SOUTHEASTERLY, 136.35 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 162.50 FEET, AN INTERNAL ANGLE OF 48°04'26", AND A CHORD BEARING S33°20'53"E, 132.28 FEET; THENCE S09°18'40"E, 276.07 FEET; THENCE SOUTHEASTERLY, 39.02 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 33.00 FEET, AN INTERNAL ANGLE OF 67°44'29", AND A CHORD BEARING S43°10'54"E, 36.78 FEET; THENCE SOUTHEASTERLY, 50.92 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 33.00 FEET, AN INTERNAL ANGLE OF 88°24'03", AND A CHORD BEARING S32°51'07"E, 46.01 FEET; THENCE S78°17'07"E, 71.98 FEET; THENCE S09°18'40"E, 296.33 FEET; THENCE S80°41'20"W, 131.06 FEET; THENCE N09°18'40"W, 670.95 FEET; THENCE NORTHWESTERLY, 227.73 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 137.50 FEET, AN INTERNAL ANGLE OF 94°53'43", AND A CHORD BEARING N56°45'31"W, 202.58 FEET; THENCE SOUTHWESTERLY, 316.53 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 278.00 FEET, AN INTERNAL ANGLE OF 65°14'10", AND A CHORD BEARING S20°33'26"W, 299.70 FEET; THENCE S36°49'29"E, 46.19 FEET; THENCE S10°15'21"E, 475.20 FEET; THENCE SOUTHWESTERLY, 426.29 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 245.00 FEET, AN INTERNAL ANGLE OF 99°41'35", AND A CHORD BEARING S39°35'27"W, 374.52 FEET; THENCE S89°26'14"W, 599.11 FEET; THENCE NORTHWESTERLY, 321.73 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 245.00 FEET, AN INTERNAL ANGLE OF 75°14'20", AND A CHORD BEARING N52°56'35"W, 299.10 FEET; THENCE N15°19'25"W, 510.83 FEET; THENCE NORTHEASTERLY, 467.53 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 245.02 FEET, AN INTERNAL ANGLE OF 109°19'41", AND

A CHORD BEARING N40°10'30"E, 399.76 FEET; THENCE S85°09'39"E, 658.50 FEET; THENCE N64°40'21"E, 93.84 FEET; THENCE S48°30'55"E, 123.47 FEET; THENCE NORTHEASTERLY, 285.42 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 212.00 FEET, AN INTERNAL ANGLE OF 77°08'18", AND A CHORD BEARING N02°54'56"E, 264.35 FEET; THENCE S54°20'47"W, 119.47 FEET; THENCE N53°04'32"W, 52.69 FEET; THENCE N70°38'09"W, 248.78 FEET; THENCE N19°17'50"E, 120.00 FEET; THENCE N70°42'10"W, 51.57 FEET; THENCE NORTHWESTERLY, 242.22 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 833.00 FEET, AN INTERNAL ANGLE OF 16°39'37", AND A CHORD BEARING N62°22'22"W, 241.36 FEET; THENCE N56°45'24"W, 83.65 FEET; THENCE N64°37'54"E, 77.23 FEET TO THE POINT OF BEGINNING. CONTAINS 29.40 ACRES, MORE OR LESS. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF USE OR RECORD.

PARCEL 2

THAT PART OF THE SE 1/4 OF THE SW FRACTIONAL 1/4 OF SECTION 19, THE NE 1/4 OF SECTION 30, AND THE NE 1/4 OF THE NW FRACTIONAL 1/4 OF SECTION 30, ALL IN T1N, R5E, HAMBURG TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SECTION 19, T1N, R5E, HAMBURG TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, THENCE S87°53'05"W, 1313.42 FEET ALONG THE EAST-WEST 1/4 LINE OF SECTION 19 TO THE NE CORNER OF THE WEST 1/2 OF THE SE 1/4 OF SECTION 19 BEING ALSO THE NE CORNER OF WHISPERING PINES AS RECORDED IN LIBER 1308, PAGES 846-855 OF LIVINGSTON COUNTY RECORDS AND THE NW CORNER OF PHEASANT BROOK VILLAGE AS RECORDED IN LIBER 1520, PAGES 904-907 OF LIVINGSTON COUNTY RECORDS; THENCE S00°13'56"E, 60.03 FEET ALONG THE COMMON LINE BETWEEN WHISPERING PINES AND PHEASANT BROOK VILLAGE; THENCE S88°05'15"W, 711.00 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF HIGHWAY M-36 TO THE NE CORNER OF UNIT 14 OF WHISPERING PINES; THENCE S01°54'45"E, 385.00 FEET ALONG THE EAST LINE OF UNITS 14, 15, AND 16 TO THE SE CORNER OF UNIT 16; THENCE S64°08'35"W, 184.14 FEET ALONG THE SOUTH LINE OF UNIT 16; THENCE N68°18'00"W, 193.30 FEET CONTINUING ALONG SAID SOUTH LINE TO THE SW CORNER OF UNIT 16; THENCE SOUTHWESTERLY 54.72 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 342.70, AN INTERNAL ANGLE OF 09°08'53", AND A CHORD BEARING S42°40'43"W, 54.66 FEET ALONG THE SOUTH RIGHT OF WAY OF ROLLING GREENS DRIVE; THENCE ALONG THE SOUTH AND EAST LINES OF WHISPERING PINES NO. 2 AS RECORDED IN LIBER 1493, PAGES 381-384 OF LIVINGSTON COUNTY RECORDS THE FOLLOWING TWELVE COURSES: 1) SOUTHWESTERLY, 31.62 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN INTERNAL ANGLE OF 72°27'31", AND A CHORD BEARING S10°44'58"W, 29.55 FEET; 2) S25°28'48"E, 28.15 FEET, 3) SOUTHEASTERLY, 129.75 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 463.00 FEET, AN INTERNAL ANGLE OF 16°03'24", AND A CHORD BEARING S17°28'26"E, 129.33 FEET, 4) N81°33'48"E, 99.94 FEET, 5) S26°08'10"E, 220.42 FEET, 6)

S39°24'16"E, 417.38 FEET, 7) S64°37'54"W, 320.18 FEET, 8) N44°35'34"W, 12.33 FEET, 9) NORTHWESTERLY, 35.26 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN INTERNAL ANGLE OF 80°49'06", AND A CHORD BEARING N85°00'07"W, 32.41 FEET, 10) S54°35'20"W, 53.09 FEET, 11) SOUTHWESTERLY, 438.86 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 633.00 FEET, AN INTERNAL ANGLE OF 39°43'22", AND A CHORD BEARING S74°27'01"W, 430.12 FEET, 12) SOUTHWESTERLY, 33.39 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN INTERNAL ANGLE OF 76°31'04", AND A CHORD BEARING S56°03'10"W, 30.96 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL: THENCE SOUTHWESTERLY, 95.06 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 363.47 FEET, AN INTERNAL ANGLE OF 14°59'02", AND A CHORD BEARING S23°25'04"W, 94.78 FEET; THENCE S24°38'46"W, 343.98 FEET; THENCE SOUTHWESTERLY, 67.26 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 433.00 FEET, AN INTERNAL ANGLE OF 08°53'59", AND A CHORD BEARING S29°05'46"W, 67.19 FEET; THENCE SOUTHWESTERLY, 38.85 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 747.00 FEET, AN INTERNAL ANGLE OF 02°58'48", AND A CHORD BEARING S32°03'22"W, 38.85 FEET; THENCE S64°21'18"E, 120.53 FEET; THENCE SOUTHEASTERLY, 1115.02 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 627.00 FEET, AN INTERNAL ANGLE OF 101°53'29", AND A CHORD BEARING S19°26'06"E, 973.79 FEET; THENCE S65°36'50"E, 61.08 FEET; THENCE SOUTHEASTERLY 162.70 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 635.00 FEET, AN INTERNAL ANGLE OF 14°40'49", AND A CHORD BEARING S83°13'17"E, 162.25 FEET; THENCE N89°26'18"E, 145.56 FEET; THENCE S00°33'42"E, 120.00 FEET; THENCE N89°26'18"E, 490.81 FEET; THENCE SOUTHEASTERLY, 287.80 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 725.00 FEET, AN INTERNAL ANGLE OF 22°44'41", AND A CHORD BEARING S79°11'21"E, 285.92 FEET; THENCE S67°49'01"E, 89.22 FEET; THENCE SOUTHEASTERLY, 160.11 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 350.00 FEET, AN INTERNAL ANGLE OF 26°12'40", AND A CHORD BEARING S54°42'41"E, 158.72 FEET; THENCE N44°01'04"E, 120.26 FEET; THENCE SOUTHEASTERLY, 321.70 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 470.00 FEET, AN INTERNAL ANGLE OF 39°13'03", AND A CHORD BEARING S23°06'57"E, 315.46 FEET; THENCE S87°10'03"W, 120.01 FEET; THENCE SOUTHWESTERLY, 79.91 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 350.00 FEET, AN INTERNAL ANGLE OF 13°04'51", AND A CHORD BEARING S02°48'07"W, 79.73 FEET; THENCE SOUTHEASTERLY, 35.17 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, AN INTERNAL ANGLE OF 40°18'22", AND A CHORD BEARING S10°48'38"E, 34.45 FEET; THENCE SOUTHEASTERLY, 32.62 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, AN INTERNAL ANGLE OF 37°22'40", AND A CHORD BEARING S12°16'29"E, 32.04 FEET; THENCE S83°35'09"E, 120.00 FEET; THENCE NORTHWESTERLY, 603.55 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 170.00 FEET, AN INTERNAL ANGLE OF 203°24'58", AND A CHORD BEARING N71°52'40"W, 332.93 FEET; THENCE N17°13'22"E, 58.82 FEET; THENCE N78°33'33"E, 119.61

FEET; THENCE NORTHWESTERLY 306.80 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 300 FEET, AN INTERNAL ANGLE OF 58°35'37", AND A CHORD BEARING N38°31'12"W, 293.60 FEET; THENCE N67°49'01"W, 21.07 FEET; THENCE S22°10'59"W, 120.00 FEET; THENCE N67°49'01"W, 68.15 FEET; THENCE NORTHWESTERLY 220.32 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 555.00 FEET, AN INTERNAL ANGLE OF 22°44'41", AND A CHORD BEARING N79°11'21"W, 218.88 FEET; THENCE S89°26'18"W, 636.36 FEET; THENCE SOUTHWESTERLY 13.51 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 925.00 FEET, AN INTERNAL ANGLE OF 00°50'14", AND A CHORD BEARING S89°51'25"W, 13.51 FEET; THENCE N86°27'35"W, 215.62 FEET; THENCE N69°17'57"W, 91.79 FEET; THENCE S20°42'02"W, 19.88 FEET; THENCE SOUTHEASTERLY 452.31 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 230.00 FEET, AN INTERNAL ANGLE OF 112°40'35", AND A CHORD BEARING S35°38'15"E, 382.87 FEET; THENCE N88°01'28"E, 219.68 FEET; THENCE NORTHEASTERLY 52.34 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, AN INTERNAL ANGLE OF 59°58'49", AND A CHORD BEARING N58°02'03"E, 49.99 FEET; THENCE SOUTHEASTERLY 152.22 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, AN INTERNAL ANGLE OF 174°25'42", AND A CHORD BEARING S64°44'31"E, 99.88 FEET; THENCE S67°31'40"E, 20.00 FEET; THENCE S01°58'32"E, 141.00 FEET; THENCE S88°01'28"W, 372.00 FEET; THENCE S23°45'31"E, 200.74 FEET; THENCE S66°14'28"W, 141.60 FEET; THENCE N23°45'31"W, 223.73 FEET; THENCE N66°14'28"E, 46.34 FEET; THENCE N01°58'32"W, 119.50 FEET; THENCE N10°08'24"E, 30.91 FEET; THENCE NORTHWESTERLY 456.34 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 280.00 FEET, AN INTERNAL ANGLE OF 93°22'48", AND A CHORD BEARING N25°59'21"W, 407.49 FEET; THENCE N20°42'02"E, 17.68 FEET; THENCE NORTHWESTERLY 1516.93 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 933.00 FEET, AN INTERNAL ANGLE OF 93°09'18", AND A CHORD BEARING N21°11'11"W, 1355.29 FEET; THENCE N25°38'35"E, 248.00 FEET; THENCE S64°36'31"E, 129.82 FEET; THENCE N24°38'46"E, 267.94 FEET; THENCE NORTHEASTERLY 101.86 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 297.98 FEET, AN INTERNAL ANGLE OF 19°35'08", AND A CHORD BEARING N22°32'16"E, 101.36 FEET; THENCE S59°59'59"E, 67.99 FEET TO THE POINT OF BEGINNING. CONTAINS 23.00 ACRES, MORE OR LESS. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF USE OR RECORD.

PARCEL 3

THAT PART OF THE WEST 1/2 OF THE SW 1/4 OF SECTION 20 AND THE NW 1/4 OF THE NW 1/4 OF SECTION 29, ALL IN T1N, R5E, HAMBURG TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS:

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 19, T1N, R5E, HAMBURG TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, THENCE S87°53'05"W, 1313.42 FEET ALONG THE EAST-WEST 1/4 LINE OF SECTION 19 TO THE NW CORNER OF THE EAST 1/2 OF THE SE 1/4 OF SECTION 19 BEING

ALSO THE NE CORNER OF WHISPERING PINES AS RECORDED IN LIBER 1308, PAGES 846-855 OF LIVINGSTON COUNTY RECORDS AND THE NW CORNER OF PHEASANT BROOK VILLAGE AS RECORDED IN LIBER 1520, PAGES 904-907 OF LIVINGSTON COUNTY RECORDS; THENCE S00°13'56"E, 1404.13 FEET ALONG THE COMMON LINE BETWEEN WHISPERING PINES AND PHEASANT BROOK VILLAGE; THENCE ALONG THE SOUTH LINE OF PHEASANT BROOK VILLAGE THE FOLLOWING FIVE COURSES: 1) S37°37'20"E, 584.56 FEET, 2) N89°52'32"E, 967.79 FEET, 3) S89°18'08"E, 1023.73 FEET, 4) N27°05'36"E, 300.03 FEET, 5) S89°08'55"E, 168.01 FEET TO THE SE CORNER OF PHEASANT BROOK VILLAGE CONDOMINIUM; THENCE S00°26'01"E, 554.64 FEET ALONG THE EAST LINE OF THE WEST 1/2 OF THE SW 1/4 OF SECTION 20 TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL: THENCE S00°26'01"E, 448.12 FEET ALONG THE EAST LINE OF THE WEST 1/2 OF THE SW 1/4 OF SECTION 20 TO THE SE CORNER OF THE WEST 1/2 OF THE SW 1/4 OF SECTION 20; THENCE S00°11'39"E, 1330.87 FEET ALONG THE EAST LINE OF THE NW 1/4 OF THE NW 1/4 OF SECTION 29 TO THE SE CORNER OF THE NW 1/4 OF THE NW 1/4 OF SECTION 29; THENCE N89°32'24"W, 912.51 FEET ALONG THE SOUTH LINE OF THE NW 1/4 OF THE NW 1/4 OF SECTION 29; THENCE N00°11'39"W, 198.82 FEET PARALLEL WITH THE EAST LINE OF THE NW 1/4 OF THE NW 1/4 OF SECTION 29; THENCE N29°55'23"E, 1814.73 FEET; TO THE POINT OF BEGINNING. CONTAINS 20.74 ACRES, MORE OR LESS. SUBJECT TO RIGHT-OF-WAY FOR WHITEWOOD ROAD AND ANY OTHER EASEMENTS OR RESTRICTIONS OF USE OR RECORD.

ARTICLE III DEFINITIONS

Section 1. General Description of Terms Used. Certain terms are utilized not only in this Amended and Restated Master Deed and Exhibits A and B, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and Rules and Regulations of Fairways of Whispering Pines Condominium Association, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment or transfer of interests in Fairways of Whispering Pines Condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

A. The "Act" or "Condominium Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended. If any provision of this Amended and Restated Master Deed or its exhibits conflicts with any provision of the Condominium Act, or if any provision required by the Condominium Act is omitted, then the provisions of the Condominium Act are incorporated by reference and shall supersede and cancel any conflicting provision.

B. "Amended and Restated Condominium Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners.

C. "Amended and Restated Master Deed" means this document, and to which the Amended and Restated Condominium Bylaws are attached as Exhibit A, and the Condominium Subdivision Plan is made applicable as Exhibit B.

D. "Association" means Fairways of Whispering Pines Condominium Association, a nonprofit corporation organized under Michigan law of which all Co-owners are members. The Association shall administer, operate, manage and maintain the Condominium in accordance with all applicable laws and the Condominium Documents (defined below). Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to the Co-owners by the Condominium Documents or Michigan law.

E. "Association Bylaws" or "Corporate Bylaws" refers to those portions of the Amended and Restated Condominium Bylaws pertaining to the operation of the Association as a Michigan nonprofit corporation.

F. "Common Elements" where used without modification means both the General and Limited Common Elements described in Article IV of this Amended and Restated Master Deed, and does not refer to Units or improvements located within Units unless otherwise set forth herein.

G. "Condominium Documents" means and includes this Amended and Restated Master Deed, the Amended and Restated Condominium Bylaws, the Condominium Subdivision Plan, the Association's Articles of Incorporation and the rules and regulations of the Association.

H. "Condominium" means Fairways of Whispering Pines Condominium as a Condominium established in conformity with the provisions of the Condominium Act.

I. "Condominium Subdivision Plan" means the Condominium Subdivision Plan attached to the original Master Deed as Exhibit B and as subsequently amended, which is hereby incorporated and made applicable by reference.

J. "Co-owner" means a person, firm, corporation, limited liability company, partnership, association, trust or other legal entity or any combination of the foregoing who or which owns one or more Units. Both land contract vendees and vendors shall be considered Co-owners and shall be jointly and severally liable for all obligations and responsibilities of Co-owners under the Condominium Documents and the Condominium Act.

K. "Developer" refers to Whispering Pines Development Company, L.L.C., a Michigan limited liability company, which made and executed the original Master Deed, and its successors and assigns.

L. "Golf Course" means certain open space adjoining the Condominium which is currently utilized as a golf course known as Whispering Pines Golf Course.

M. "Percentage of Value" means the percentage assigned to each Unit in Article VI of this Amended and Restated Master Deed. The percentages of value of all Units total one hundred percent (100%). Percentages of value shall be determinative only with respect to those

matters to which they are specifically deemed to relate either in the Condominium Documents or in the Condominium Act.

N. "Person" means an individual, firm, corporation, limited liability company, partnership, association, trust, or other legal entity, or any combination of the foregoing.

O. "Record" means to record pursuant to the laws of the State of Michigan relating to the recording of deeds.

P. "Residence" means the residential dwelling and its appurtenances constructed within the confines of each Unit.

Q. "Unit" means a single Unit in Fairways of Whispering Pines Condominium, as such may be described in Article VI of this Amended and Restated Master Deed and on the Condominium Subdivision Plan, and shall have the same meaning as the term "Condominium Unit" as defined in the Condominium Act. Except as otherwise expressly provided for in the Condominium Documents, all structures or improvements located within the boundaries of a Unit are owned in their entirety by the Co-owner of the Unit within which such structures and improvements are located and do not constitute Common Elements.

Section 2. Number and Gender of Words. Whenever any reference 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 to the singular, a reference shall also be included to the plural where the same would be appropriate.

ARTICLE IV COMMON ELEMENTS

Section 1. Common Elements. The Common Elements of the Condominium are described in the Condominium Subdivision Plan and as follows:

A. General Common Elements. The General Common Elements are:

(1) Land. The land, described in Article II of this Amended and Restated Master Deed, any beneficial easements, roads, sidewalks, wetlands, open spaces, all to the extent not identified as Units or Limited Common Elements;

(2) Electrical. The electrical transmission system throughout the Condominium, up to, but not including, the electric meter for each Residence;

(3) Gas. The gas distribution system throughout the Condominium up to the point where the service is stubbed for connection with each Residence;

(4) Telephone and Cable. The telephone and cable television wiring network throughout the Condominium up to the point of entry into each Unit;

(5) Sanitary Sewer. The sanitary sewer system throughout the Condominium up to but not including the point of connection to the grinder pump serving each Unit;

(6) Storm Drainage System. The storm drainage system, including any retention basins, throughout the Condominium;

(7) Joint Mailbox Stands. The joint mailbox stands throughout the Condominium; and

(8) Other. All other elements and improvements contained within or appurtenant to the Condominium, which are not designated as General or Limited Common Elements, which are not enclosed within the boundaries of a Unit and which are intended for common use or are necessary to the existence, upkeep and safety of the Condominium.

Some or all of the utility lines, systems (including mains and service leads) and equipment described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment shall be General Common Elements only to the extent of the Co-owners' interest, if any.

B. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-owner of the Unit(s) to which the Limited Common Elements serves. The Limited Common Elements are as follows:

(1) Driveway Approaches. The portion of the driveway approach that may be located outside the boundaries of the Unit it serves is limited in use to the Co-owner of the Unit to which such approach is appurtenant; and

(2) Individual Irrigation Systems. All individual irrigation systems, including any related equipment, located within the Unit are limited in use to the Co-owner of the Unit to which such irrigation system is appurtenant;

(3) Wells. Individual wells are limited in use to the Co-owner of the Unit to which such well is appurtenant; and

(4) Grinder Pumps. Grinder pumps installed within the sanitary sewer system are limited in use to the Co-owner of the Unit to which such grinder pumps are appurtenant.

Section 2. Responsibility. Subject at all times to the Association's exclusive right and obligation to control and approve the exterior appearance and use of all Common Elements, Units, Residences and improvements within Units, as set forth herein and in the relevant sections of Article VI of the Amended and Restated Condominium Bylaws, the respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements, Units, Residences and improvements within Units are as follows:

A. Co-owner Responsibilities:

(1) Unit, Residences, Limited Common Elements and Certain General Common Elements. Except as provided in Section 2B below, the responsibility for maintenance, decoration, repair and replacement, including all associated costs, of a Unit, including the entire Residence and all landscaping, trees, fixtures, individual mailboxes and other improvements located within the Unit and all personal property located within the Unit or elsewhere throughout the Condominium, and the Limited Common Elements including any portions drives or utility laterals that serve the Unit but are located outside of the Unit shall be borne by the Co-owner of the Unit that is served thereby; provided, however, that the exterior appearance of the Residences and appurtenant Limited Common Elements, to the extent visible from any other Unit or the Common Elements, shall be subject at all times to the written approval of the Board of Directors as more fully set forth in the Condominium Bylaws.

(2) Utility Charges. All costs of electricity, sewer, gas, telephone, cable TV, and any other utility services shall be borne by the Co-owner of the Unit to which such services are furnished.

(3) Co-owner Additions, Modifications. Co-owner improvements, additions or modifications, even though approved by the Association, shall not be considered Limited or General Common Elements in any case, and shall be the complete responsibility of the Co-owner. Should the Association require access to any elements of the Condominium which necessitates the moving or destruction of all or part of any such addition or modification, all costs, damages and expenses involved in providing access and restoring the addition or modification shall be borne by the Co-owner. Co-owners shall not alter, replace, remove, paint, decorate or change the exterior of their Residences and appurtenant Limited Common Elements if such changes are visible from any other Unit or the Common Elements, without first obtaining the Association's prior written consent pursuant to Article VI of the Amended and Restated Condominium Bylaws.

(4) Co-owner Fault. Subject to the provisions of Article VI, Section 14 of the Condominium Bylaws, any and all costs for maintenance, decoration, repair and replacement of any Common Element caused by the intentional or unintentional act(s) of any Co-owner, or family, guests, tenants or invitees of a Co-owner, shall be borne by the Co-owner. The Association may incur such costs and charge and collect them from the responsible Co-owner in the same manner as an assessment in accordance with Article II of the Amended and Restated Condominium Bylaws.

(5) Repair to Association Specifications. All maintenance, repair and replacement obligations of the Co-owners as described above and as provided in the Amended and Restated Condominium Bylaws shall be performed subject to the Association's mandatory prior approval and control with respect to color, style, timing, material and appearance, which approval must be in writing. Further, all maintenance, repair and replacement shall be performed in compliance with all applicable municipal, State and federal codes and regulations.

B. Association Responsibilities:

(1) General Common Elements. Except as otherwise assigned to Co-owners in Section 2A above, the Association shall maintain, repair, and replace all General Common Elements and the expenses thereof shall be paid by the Association as an expense of administration.

(2) Association Responsibility for Portions of Units, Residences and Limited Common Elements.

(a) Landscaping. The Association shall be responsible for maintenance (but not repair or replacement, which shall be Co-owner responsibility) of the lawn within the Condominium whether lying within General Common Elements, Limited Common Elements or Units, except for lawns within areas containing decks, patios, privacy areas or other improvements that, in the sole discretion of the Association, are determined to be inaccessible to the landscaping maintenance of the Association or its employees or contractors. The Association may also undertake in its discretion the periodic trimming of shrubs planted within the original flower bed areas located within each Unit and the periodic mulching of these flower bed areas. Co-owners shall otherwise be responsible for the maintaining the landscaping located within these original flower bed areas.

(b) Snow Removal from Roads, Driveways and Walkways. The Association shall be responsible for snow plowing the roads, unobstructed driveways, and unobstructed walkways located from the driveways to the front entrance of the Residences.

(c) Refuse Removal. The Association shall contract with a single refuse collection service to provide refuse collection service to all Units and each Co-owner is required utilize the service of the Association's chosen collection service provider.

(d) Other. In order to provide flexibility in administering the Condominium, the Association may also undertake such regularly recurring, reasonably uniform, periodic exterior maintenance functions with respect to Residences or other improvements constructed or installed within any Unit or Limited Common Elements as it shall deem appropriate. Nothing herein contained, however, shall compel the Association to undertake any such additional services. The Association shall charge the cost of such additional services to each affected Co-owner as an assessment on a reasonably uniform basis and such assessment collected in accordance with Article II of the Condominium Bylaws.

(3) Unauthorized Repair. The Association shall not be obligated to reimburse Co-owners for repairs made by or contracted for by the Co-owner. The Association shall only be responsible for payments to contractors for work authorized by the Board of Directors or by the management company hired by the Association.

C. Unusual Expenses. Any other unusual common expenses benefiting less than all of the Units, or any expenses incurred as a result of the conduct of less than all of those entitled to occupy the Condominium, or by their licensees or invitees, shall be specifically assessed against the Unit or Units involved in accordance with Section 69 of the Condominium Act.

ARTICLE V
USE OF UNITS AND COMMON ELEMENTS

No Co-owner shall use their Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium, the Condominium Documents, zoning and other ordinances of the Township of Hamburg, State and Federal laws and regulations, or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of their Unit or the Common Elements.

ARTICLE VI
UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Unit Description. Each Unit is described in this Section with reference to the Condominium Subdivision Plan of Fairways of Whispering Pines Condominium as prepared by Ledy Survey Group. Each Unit shall consist of the land located within Unit boundaries as shown on the Condominium Subdivision Plan and delineated with heavy outlines together with all appurtenances thereto including any yard areas.

Section 2. Calculation of Percentage of Value. The percentage of value assigned to each Unit is set forth in this Paragraph. The percentage of value assigned to each Unit shall be determinative of the proportionate share of each Co-owner in the common proceeds and common expenses of administration (subject to the assignment of costs and expenses as reflected in Article IV of this Amended and Restated Master Deed and Article II of the Amended and Restated Condominium Bylaws) and the value of such Co-owner's vote at meetings of the Association and the undivided interests of the Co-owner in the Common Elements. The total percentage value of the Condominium is one hundred percent (100%). The Developer determined that the comparative characteristics of the Units are equal and that the percentages of value shall be based upon a formula which divides one hundred percent (100%) by the number of Units.

ARTICLE VII
EASEMENTS

Section 1. Easements for Encroachment, Utilities and Support.

A. In the event any Unit or Common Element encroaches upon another Unit or Common Element, whether by deviation from the plans in the construction, repair, renovation, restoration, or replacement of any improvement, or by reason of the settling or shifting of any land or improvement, a valid easement for the encroachment shall exist, except to the extent limited by Section 40 of the Condominium Act.

B. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls contained therein for the installation, maintenance and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water and communications including telephone, cable television and internet lines.

Section 2. Association's Right to Grant Easements and Request Establishment of Special Assessment District. The Board of Directors of the Association may grant easements over or through any portion of any General Common Elements for utility, roadway, construction or safety purposes. Upon approval by and affirmative vote of not less than fifty-one (51%) percent of all Co-owners, the Association shall be vested with the power and authority to sign petitions requesting establishment of a municipal special assessment district pursuant to provisions of applicable Michigan statutes for improvement of roads within or adjacent to the Condominium. In the event that a municipal special assessment road improvement project is established pursuant to applicable Michigan law, the collective costs assessable to the Condominium as a whole shall be borne equally by all Co-owners.

Section 3. Association's Easement for Maintenance, Repair and Replacement. The Association and all public or private utilities shall have such easements over, under, across and through the Condominium, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law, or to respond to any emergency or common need of the Condominium. It is a matter of concern that a Co-owner may fail to properly maintain their Unit, Residence or Common Elements for which the Co-owner is responsible in a proper manner and in accordance with the standards set forth in the Condominium Documents. Therefore, in the event a Co-owner fails, as required by the Condominium Documents, to properly and adequately maintain, decorate, repair, replace or otherwise keep their Unit, Residence or any improvements or appurtenances located therein, or any Common Elements for which the Co-owner is responsible, the Association shall have the right (but not the obligation) and all necessary easements, to take whatever actions it deems desirable to so maintain, decorate, repair or replace the Unit, Residence, its appurtenances or any of the Common Elements for which the Co-owner is responsible, all at the expense of the Co-owner of the Unit. The Association shall not be liable to the Co-owner of any Unit or any other person in trespass or in any other form of action for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents that grant such easements, rights of entry or other means of access. Failure of the Association to take any such action shall not be deemed a waiver of the Association's right to take any such action at a future time. All costs incurred by the Association in performing any Co-owner responsibilities as set forth in this Section shall be assessed against such Co-owner in accordance with Article II of the Amended and Restated Condominium Bylaws and shall be immediately due and payable. Further, the lien for nonpayment shall attach as in all cases of regular assessments, and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

Section 4. Emergency and Public Service Vehicle Access Easements. There shall exist for the benefit of the Township of Hamburg or any emergency service agency, an easement over all roads and driveways in the Condominium for use by the Township or emergency vehicles for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, school transportation (both public and private), and other lawful governmental or private emergency services to the Condominium and Co-owners. The U.S. Postal Service shall also have an easement over the roads in the Condominium for its

vehicles for delivery of mail. The granting of these easements shall not be construed as a dedication of any streets, roads or driveways to the public.

Section 5. Easements for Golf Course.

A. Every Unit adjoining the Golf Course is burdened with an easement, from the rear line of each such Unit to the rear line of the building envelope of each such Unit as shown on the Condominium Subdivision Plan for golfers to play through, including, among other things, permitting golf balls to come upon such Units and for golfers at reasonable times and in a reasonable manner to come upon the exterior portions of such Unit to play and retrieve golf balls. No Co-owner shall do anything which would obstruct or interfere with the rights of those golfers to play through that area. Under no circumstances shall any of the following persons be held liable for any damage or injury resulting from errant golf balls or the exercise of this easement: the Developer; the Association; the Co-owners; Whispering Pines Golf Club, L.L.C., its successors or assigns; any successors-in-title to the ownership of the Golf Course, or its assigns; any builder or contractor (in their capacities as such); any officer, director, member or partner of any of the foregoing, or any officer, directors, member of partner of any partner or member.

B. The owner of the Golf Course, its respective agents, successors and assigns, shall at all times have a right and non-exclusive easement of access and use over those portions of the Common Elements reasonably necessary to the operation, maintenance, repair and replacement of the Golf Course.

C. The Units immediately adjacent to the Golf Course are burdened with a non-exclusive easement in favor of the Golf Course for overspray of water from any irrigation system serving the Golf Course. Under no circumstances shall the Association or the owners of the Golf Course be held liable for any damage or injury resulting from such overspray or the exercise of this easement.

D. In the event (i) the Golf Course is permanently closed and no longer utilized for the playing of golf, and (ii) the easements set forth in this Article are no longer necessary for the successor "open space" use of the land comprising the Golf Course, these easements for the Golf Course shall automatically terminate.

Section 6. Easements in Favor of Township.

A. There exists for benefit of Hamburg Township utility easements over, under and along all roads in the Condominium for the installation, maintenance, repair of all sanitary sewer lines and any future water system which may be installed. These easements are specifically shown on the Condominium Subdivision Plan.

B. Hamburg Township has been granted and conveyed the right to use the utility easements as depicted on the Condominium Subdivision Plan, and any replats, to construct, maintain and operate a centralized water supply system. The right to use the easements is conditioned on the Township's agreement to, upon completion of installation of a water supply

system, restore any areas of the Condominium disturbed by the Township in a like condition as existed prior to commencement of the Township's construction or maintenance activities.

C. There also exists for the benefit of Hamburg Township an easement over each Unit for the purpose of installation, maintenance, repair and replacement of any portion of the sanitary sewer system, including any grinder pumps, which are or shall be located on each Unit.

D. There also exists for the benefit of Hamburg Township permanent easements for the purpose of construction, maintenance, repair, alteration, inspection, operation and testing of lateral sewer lines and grinder pump stations located over, under and across all Units. The easements extend 7.5 feet on each side of the center of the sanitary service leads as constructed on each Unit.

E. In the event the Association fails to provide adequate maintenance, repair or replacement of the storm water drainage facilities or roads, the Township may serve the Association written notice of such failure. The written notice shall contain a demand that the deficiencies of maintenance, repair or replacement be cured within a stated reasonable time period. If such deficiencies are not cured, the Township may undertake such maintenance, repair or replacement and the costs plus a reasonable administrative fee may be assessed against the Co-owners and collected as a special assessment on the next annual Township tax roll.

Section 7. Off-Site Storm Systems. The Condominium is served by drainage systems, which include retention ponds, and which are located on the Golf Course. In the event the Condominium is making use of any storm sewer systems and retention ponds which are located on the Golf Course, the Association shall pay their proportionate share for the upkeep and maintenance of those systems and ponds. In the event that the Golf Course does not maintain the storm sewer system and retention ponds satisfactory to the governmental agency with appropriate jurisdiction, the Association shall be empowered to perform that required maintenance and assess the Golf Course for the costs of the same.

Section 8. Declaration of Easements; Road Maintenance Agreement. The Condominium is benefited by a non-exclusive easement for vehicular and pedestrian usage over and across all streets, roads and other areas designated for access under the condominium documents for Whispering Pines Condominium, a Condominium established pursuant to the Master Deed recorded in Liber 1308, Page 816, Livingston County Records ("Whispering Pines Condominium"), all as more fully set forth in the Declaration of Easements recorded in Liber 2234, Pages 19 et seq. (the "Declaration"). The Condominium is also subject to a certain Road Maintenance Agreement recorded in Liber 2441, Pages 680 et seq., Livingston County Records (as amended by the Assignment and Assumption Agreement recorded in Liber 4351, Pages 248 et seq., Livingston County Records, the Assignment and Reservation Agreement recorded in Liber 4351, Pages 253 et seq., and the Assignment and Assumption Agreement recorded as document number 2013R-041265, Livingston County Records, the "Road Maintenance Agreement"). Under the Road Maintenance Agreement, (a) the Whispering Pines Condominium Association, which is the entity responsible for administering Whispering Pines Condominium, is responsible for maintaining the landscaping and improvements located on the Entryway (as defined in the Road Maintenance Agreement) located at the intersection of Whispering Pines

Drive and McGregor Road as well as for the costs of such maintenance, (b) the Association is responsible for managing and paying for snow removal services for Whispering Pines Drive, and (c) the Association is responsible maintaining and repairing Whispering Pines Drive as well as for the costs of such maintenance and repair.

Section 9. Developer Reserved Easements and Rights. This Amended and Restated Master Deed does not diminish or remove any easement or other rights that may still be applicable and which are set forth in the original Master Deed recorded in Liber 2441, Pages 704 et seq., as amended.

ARTICLE VIII AMENDMENTS

This Amended and Restated Master Deed, the Amended and Restated Condominium Bylaws and the Condominium Subdivision Plan may be amended as provided in the Condominium Act and in the following manner.

Section 1. Association Amendments. The Association acting through its Board of Directors may make and record amendments to this Amended and Restated Master Deed, the Condominium Bylaws or the Condominium Subdivision Plan without the consent of Co-owners or mortgagees if the amendment does not materially alter or change the rights of a Co-owner or mortgagee.

Section 2. Co-owner Approval. Except as otherwise provided herein and subject to Section 2 below, the Association may make and record amendments to this Amended and Restated Master Deed, the Condominium Bylaws or the Condominium Subdivision Plan upon the affirmative vote of two-thirds (2/3rds) of the Co-owners in good standing as of the record date for such vote, which shall be the date that the acceptance of votes ends unless otherwise established by the Board of Directors.

Section 3. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees (as defined in Section 90a(9) of the Condominium Act), such amendment shall require the consent of not less than two-thirds (2/3rds) of all first mortgagees of record. A mortgagee shall have one vote for each mortgage held. Mortgagee approval shall be solicited in accordance with Section 90a of the Condominium Act.

Section 4. Modification of Units, Common Elements and Percentage of Value. Notwithstanding any other provision of this Article, the method or formula used to determine the percentages of value of Units, as described in Article VI of this Amended and Restated Master Deed, may not be modified without the consent of each affected Co-owner and mortgagee, except as permitted by the provisions of the Condominium Act, as amended. A Co-owner's Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent. The Condominium may be terminated only in accordance with Section 51 of the Condominium Act. Common Elements can be assigned and reassigned only in accordance with Section 39 of the Condominium Act. Units may be consolidated and boundaries relocated as provided in Section 48 of the Condominium Act.

Section 5. Amendments for Secondary Mortgage Market Purposes. The Association may amend this Amended and Restated Master Deed or the Amended and Restated Condominium Bylaws to facilitate mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development, Michigan State Housing Development Authority or by any other institutional participant in the secondary mortgage market which purchases or insures mortgages. The foregoing amendments may be made without the consent of Co-owners or mortgagees.

[SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE]

The Association has caused this Amended and Restated Master Deed to be executed the day and year first above written

Fairways of Whispering Pines Condominium Association,
a Michigan Nonprofit Corporation

By: Mary Shauger
Name: Mary Shauger
Title: President

STATE OF MICHIGAN)

) ss:

COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this 10 day of August, 2016 by Mary Shauger, the President of Fairways of Whispering Pines Condominium Association, a Michigan Nonprofit Corporation, on behalf of the Corporation.

Catt Pryde
_____, Notary Public
Oakland County, Michigan
Acting in Livingston County, Michigan
My Commission Expires: July 31, 2021

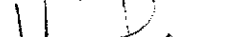
Document drafted by and when recorded return to:
Stephen M. Guerra, Esq.
Makower Abbate Guerra Wegner Vollmer PLLC
30140 Orchard Lake Rd.
Farmington Hills, MI 48334

CATT PRYDE
Notary Public, Oakland County, MI
My Commission Expires: July 31, 2021
Acting in Livingston County

STATE OF MICHIGAN)
)SS
COUNTY OF LIVINGSTON)

1. That I am the Board President of Fairways of Whispering Pines Condominium Association, the corporation named in and which executed the Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of Fairways of Whispering Pines Condominium.
2. That the Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of Fairways of Whispering Pines Condominium were submitted to all Co-owners of Units in Fairways of Whispering Pines Condominium for the purpose of voting thereon, and that said Co-owners approved said documents by a vote of more than two-thirds of all Co-owners entitled to vote.
3. That the records of said consents are maintained at the registered office of Fairways of Whispering Pines Condominium Association.

Mary Shauger
Mary Shauger


oakland
Notary Public
County, Michigan
Acting in Livingston County
My Commission Expires:

CATT PRYDE
Notary Public, Oakland County, MI
My Commission Expires: July 31, 2021
Acting in Livinston County

