

DISCLOSURE STATEMENT
FOR
WHISPERING MEADOWS CONDOMINIUM

Developer: INNOVATIVE LAND DEVELOPMENTS, INC.
7527 Koby Court
White Lake, Michigan 48383

A unit residential site Condominium Project located in White Lake Township, Michigan. The Project first phase will total 36 units and may be further expanded in size to a maximum of 100 additional units..

The effective date of this Disclosure Statement is _____
_____, 1992.

THIS DISCLOSURE STATEMENT IS NOT REQUIRED TO HAVE BEEN, AND CONSEQUENTLY HAS NOT BEEN, FILED WITH THE CORPORATION AND SECURITIES BUREAU, MICHIGAN DEPARTMENT OF COMMERCE, 6546 MERCANTILE WAY, LANSING, MICHIGAN, 48913, NOR HAS THE DEPARTMENT UNDERTAKEN TO PASS ON THE VALUE OR MERITS OF THE DEVELOPMENT OR TO MAKE ANY RECOMMENDATIONS AS TO THE PURCHASE OF UNITS IN THIS DEVELOPMENT.

THIS DISCLOSURE STATEMENT IS NOT A SUBSTITUTE FOR THE MASTER DEED OR OTHER LEGAL DOCUMENTS, AND ALL BUYERS SHOULD READ ALL DOCUMENTS TO FULLY ACQUAINT THEMSELVES WITH THE PROJECT AND THEIR RIGHTS AND RESPONSIBILITIES RELATED THERETO.

IT IS RECOMMENDED THAT PROFESSIONAL ASSISTANCE BE SOUGHT PRIOR TO PURCHASING A CONDOMINIUM UNIT.

DISCLOSURE STATEMENT

FOR

WHISPERING MEADOWS CONDOMINIUM

Developer: INNOVATIVE LAND DEVELOPMENTS, INC.
7527 Koby Court
White Lake, Michigan 48383

A unit residential site Condominium Project located in White Lake Township, Michigan. The Project through the second phase will total 132 units and may be expanded an additional 4 units.

The effective date of this Disclosure Statement is December, 1993.

THIS DISCLOSURE STATEMENT IS NOT REQUIRED TO HAVE BEEN, AND CONSEQUENTLY HAS NOT BEEN, FILED WITH THE CORPORATION AND SECURITIES BUREAU, MICHIGAN DEPARTMENT OF COMMERCE, 6546 MERCANTILE WAY, LANSING, MICHIGAN, 48913, NOR HAS THE DEPARTMENT UNDERTAKEN TO PASS ON THE VALUE OR MERITS OF THE DEVELOPMENT OR TO MAKE ANY RECOMMENDATIONS AS TO THE PURCHASE OF UNITS IN THIS DEVELOPMENT.

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WHISPERING MEADOWS CONDOMINIUM
TOWNSHIP OF WHITE LAKE, MICHIGAN

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DISCLOSURE STATEMENT

WHISPERING MEADOWS CONDOMINIUM OF WHITE LAKE TOWNSHIP

I - INTRODUCTION

Condominium development in Michigan is governed largely by Act 59 of the Michigan Public Acts of 1978, as amended, by Act 538 of the Michigan Public Acts of 1982, and Act 113 of the Michigan Public Acts of 1983 (together herein called the Condominium Act). The Condominium and Living Care Division of the Corporation and Securities Bureau of the Michigan Department of Commerce polices the law under which condominium projects are developed in this state.

This Disclosure Statement, together with copies of the legal documents required for the creation and operation of the project, are furnished each purchaser pursuant to the requirement of Michigan law that the Developer of a condominium project disclose to prospective purchasers the characteristics of the condominium units which are offered for sale.

II - THE CONDOMINIUM CONCEPT

A condominium is a form of real property. A condominium unit has the same legal attributes as any other form of real property under Michigan law and may be sold, mortgaged or leased, subject only to such restrictions as are applicable to the property.

A "site condominium," such as Whispering Meadows, is identical in legal attributes to any other condominium. However, in a site condominium, the "unit" is the envelope of land and space within which the owner subsequently causes a house to be built. The improvement (i.e., the house) is not a part of the original unit - only the land and air space is being sold as a condominium unit.

Each owner receives a deed to his individual condominium unit. Each owner owns, in addition to his unit, an undivided interest in the common facilities ("common elements") which service the project. Title to the common elements is included as a part of, and is inseparable from, title to the individual condominium units. Each owner's proportionate share of the common elements is determined by the percentage of value assigned to his unit in the Master Deed.

All portions of the project not included within the units constitute the common elements. Limited common elements are those common elements which are set aside for use by less than all unit owners. General common elements are all common elements other than limited common elements.

The project is administered generally by a non-profit corporation of which all owners are members (the "Association"). The nature and duties of the Association are described more fully in Section VI of this Disclosure Statement.

Except for the year in which the project is established, real property taxes and assessments are levied individually against each unit in the project. The separate taxes and assessments cover the unit, improvements on it and its proportionate share of the common elements. No taxes or assessments are levied independently against the common elements. In the year in which the project is established or in which an expansion amendment is recorded, the taxes and assessments for the units covered by the Master Deed or expansion amendment are billed to the Association and are paid by the owners of such units in proportion to the percentages of value assigned to the units owned by them.

Although the foregoing is generally accurate as applied to most residential condominium developments, the details of each development may vary substantially. Accordingly, each purchaser is urged to carefully review all of the documents contained in WHISPERING MEADOWS CONDOMINIUM Purchaser Information Booklet, as well as any other documents that have been delivered to the purchaser in connection with this development. Any purchaser having questions pertaining to the legal aspects of the project is advised to consult his own lawyer or other professional advisor.

III - SCOPE OF DEVELOPMENT

WHISPERING MEADOWS CONDOMINIUM is being developed in the Township of White Lake, Oakland County, Michigan. The Master Deed for the first phase includes 36 residential site condominium units, all of which are planned as residential units. This is an "expandable condominium," i.e. it may be enlarged in one or more future phases by the addition of adjacent land which would be designated by the Developer as additional units or common element areas. The area of expansion is noted on Exhibit B and no more than 100 additional similar units may be added. All phases of expansion must be exercised by the Developer within six (6) years of the recording of the original Master Deed. A more detailed description of the development will be found in the Condominium Site Plan which is attached to the Master Deed as Exhibit B. No recreational facility improvements are included in this project.

That portion of the land that is not designated as "units" on the Plan will be general or limited common elements. The general common elements will be used and maintained in common by all co-owners of units. The Association will be responsible for the maintenance of the general common elements. The Master Deed must be examined carefully to determine each co-owner's rights and obligations with respect to the common elements.

WHISPERING MEADOWS CONDOMINIUM is served by gas, electric and telephone service. Water is to be furnished by wells and sewage by individual septic systems. Gas service is furnished by Michigan Consolidated Gas Company, electricity is furnished by Detroit Edison, telephone service is provided by General Telephone Company, and cable by Greater Media Cable and all are individually billed to each unit by the utility companies for payment by the co-owner. The storm drain servicing the project is owned by the Association. The costs of maintaining the storm drain system serving the project, to the extent those systems are located within the project boundaries, will be borne by the Condominium Association.

IV - STRUCTURES AND IMPROVEMENTS WHICH "NEED NOT BE BUILT"

The Condominium Act of Michigan requires Developer to label the structures and improvements on the Condominium Plan as either "MUST BE BUILT" or "NEED NOT BE BUILT"; however, as units are sold as undeveloped sites, there are no "MUST BE BUILT" improvements other than the project drive and the storm drain.

V - ESCROW AGREEMENT

Developer has entered into an Escrow Agreement with METROPOLITAN TITLE CO., as agent for FIRST AMERICAN TITLE INSURANCE COMPANY, which provides that all deposits made under purchase agreements be placed in escrow. The Escrow Agreement provides for the release of an escrow deposit to any purchaser who withdraws from a Purchase Agreement in accordance with the Purchase Agreement. Such a withdrawal is permitted by each Purchase Agreement if it takes place within nine business days after the purchaser has received all of the condominium documents, or if the Purchase Agreement is conditional upon obtaining a mortgage and purchaser is unable to do so, or if the condominium documents are changed in a way that materially reduces a purchaser's rights. The respective obligations of the Developer and the purchaser of a unit in the project, prior to closing, are set forth in the Purchase Agreement and the accompanying Escrow Agreement. Those documents should be closely examined by all purchasers in order to ascertain the disposition at closing of earnest money deposits advanced by the purchaser, anticipated closing adjustments, and other important matters. The Escrow Agreement provides, pursuant to Section 103b of the Condominium Act, that the escrow agent shall maintain sufficient funds or other security to complete those improvements shown as "MUST BE BUILT" on the Condominium Subdivision Plan until such improvements are substantially complete. This provision does not, however, pertain to any dwelling or other appurtenances to be constructed on the building site, but relates only to the improvements (such as the project drive and storm drain) which improvements are shown as "MUST BE BUILT" on the Condominium Subdivision Plan until such improvements are substantially complete. Improvements that "MUST BE BUILT" with relation to

condominium building sites do not include the costs of installation of utility leads or construction of the dwelling itself, for which no such escrow is required. Funds retained in escrow are not to be released to the Developer until conveyance to a purchaser of title to a unit and confirmation by the escrow agent that all improvements labeled "MUST BE BUILT" are substantially complete.

VI - WARRANTY

As the units being sold in this condominium project consist of the undeveloped sites only, no warranties, expressed or implied, are given by the Developer as to any improvements to be built thereon. Any and all warranties relating to structures built on and improvements to the units will be given by the contracting builder, under a separate construction agreement.

The Developer does not contemplate constructing any improvements to the common elements other than the project roads and storm drains. As to those common elements, the warranty from developer that same shall be free from defects in material and workmanship will extend for a period of one (1) year, starting with the first closing on a unit in the condominium or starting with the construction of the common element, whichever date is later. Written notice of any defect in the common elements must be given by purchaser to Developer within the one-year period in order to be covered by the warranty. Except for emergencies or in other extraordinary circumstances, all warranty claims must be submitted in writing to the Developer at its address appearing on the cover sheet of this Disclosure Statement within the applicable one-year warranty period. In the case of emergencies, purchaser should contact the Developer by telephone at the number shown on the cover sheet of this Disclosure Statement. This warranty as extended only to the first purchaser of each unit and is not transferable. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY STATED HEREINABOVE.

VII - MANAGEMENT OF THE CONDOMINIUM ASSOCIATION

The common affairs of the co-owners and all matters relating to the common elements of the condominium will be managed exclusively by the Whispering Meadows Association, a Michigan non-profit corporation. As each individual purchaser acquires title to a condominium unit, the purchaser will also become a member of the Association. The manner in which the Association will be run by its members, its officers and its Board of Directors is set forth in the ByLaws and Articles of Incorporation which are included with each purchaser's ownership documents. The Association was formed by certain persons acting at the request of the Developer. These persons make up the first Board of Directors of the Association to control the affairs of the Association until other directors are elected. The election of directors of co-owners (including Developer voting as a co-owner) cannot take place later than 54

months after the first closing of a unit. It is likely that the non-developer co-owners will have voting rights sooner than that time, depending upon the number of units conveyed. Voting rights are set forth in detail in Article VIII of the By-Laws, and these provisions should be carefully reviewed. Within one year after the first conveyance of a unit, or 120 days after conveyance of one-third of all the units which may be created, whichever occurs first, an advisory committee of co-owners will be established to facilitate communication and aid transition of control to the co-owners.

VIII - BUDGET AND ASSESSMENTS

The budget required to conduct the business of the Association has been estimated by the Developer. A copy of the estimated budget for the first year of operation is attached to this Disclosure Statement. The initial condominium assessments charged to members are based upon this budget; however, it must be kept in mind that this is an estimate only, and there can be no guarantee that the budget will be sufficient to meet the expenses of the Association. It is normal for Association expenses to increase on a regular basis. The Association's only source of revenue to fund its budget is by the assessment of its members. Each co-owner must pay to the Association an annual assessment which is determined in part by dividing the projected budget by the member's percentage of value which is stated in the Master Deed. The annual assessment must be paid to the Association by each co-owner in 12 equal monthly assessments. In the event that the Association incurs expenses which are not anticipated in the budget, the Association may also levy special assessments to cover such expenses. Any special assessments would be allocated to the co-owners in accordance with the percentages of value stated in the Master Deed. Before the first annual meeting of the co-owners, the Developer will not pay Association assessments but will pay for the maintenance and insurance of its own units. The Developer will only pay regular monthly assessments after the first annual meeting for completed units owned by Developer.

IX - RESTRICTIONS

Article VI of the By-Laws contains comprehensive restrictions on the use of the condominium units and the common elements. It is impossible to paraphrase these restrictions without risking the omission of some portion that may be of significance to a purchaser. Consequently, each purchaser should examine the restrictions with care to be sure that they do not infringe upon an important intended use.

The following is a list of certain of the most significant restrictions:

1. No condominium unit in the condominium project may be used for other than a single-family residential purpose.
2. The Developer shall have certain architectural control power over proposed dwellings to be built.
3. No co-owner shall have any unreasonably noisy activity or dangerous activity.
4. Only personal transportation vehicles are permitted in the project. Equipment such as motorcycles, motorbikes, all-terrain vehicles, snowmobiles, ski-mobiles or boats shall be permitted to the extent provided in the Association's Rules and Regulations.
5. Only household pets may be kept in the units, and pets may not run loose.
6. The common elements may not be used for storage of any kind by any co-owner except where the common elements are specifically so intended.
7. The common elements may not be obstructed in any way.
8. No co-owner shall use, or permit to be used, any dangerous weapons on the condominium premises.
9. No signs may be used on the premises, (but not including "For Sale" signs).
10. Transportation vehicles may, at the Association's discretion, only be washed in specific limited areas.
11. The Association may impose reasonable regulations in addition to the restrictions in the Condominium By-Laws.
12. The Association must have access to each unit during reasonable working hours for the maintenance, repair and replacement of the common elements.
13. Certain protected "wetlands" areas are located in the project, as well as floodplains areas and there are restrictions contained in the Master Deed prohibiting improvements in these areas.
14. Access to Lake Neva and Cedar Creek is limited to those owners whose lots have frontage on either the creek or the lake.
15. No above-ground pools may be maintained in the project. In-ground pools must be first approved in writing by the Developer.
16. Lot grading plans for Units 49 and 50 must first be approved by the Developer and Township before building permits will be issued.

X - THE DEVELOPER

A. DEVELOPER'S BACKGROUND AND EXPERIENCE

The Developer, Innovative Land Developments, Inc., is an existing Michigan corporation. It has no prior experience in condominium development. However, one of its principals, Klark Koby, through different entities, developed Cedar Creek East Condominium and White House Condominium, residential site condominiums in Oakland County, as well as Alpine Commercial Center, a commercial site condominium in Oakland County.

B. LEGAL PROCEEDINGS INVOLVING THE CONDOMINIUM PROJECT OR THE DEVELOPER

The Developer is not presently aware of any pending judicial or administrative proceedings involving the condominium project or the Developer.

XI - INSURANCE

Initially, the condominium development will be insured against fire and other casualties under a condominium project insurance policy through Meridian Insurance Company. In the event of any casualty or liability involving the common elements, the insurance proceeds would be paid to and administered by the condominium association in accordance with the provisions of the Bylaws. The premium for this policy will be paid by the Association and included in the expenses of administration of the project. Each unit owner should acquire insurance on the owner's unit, the owner's residence and on the owner's personal property.

As of the effective date of this Disclosure Statement, the insurance coverage on the condominium units and improvements are in the name of the Developer under the Developer's builders risk policy. The policy which will insure the condominium association will not take effect until conveyances commence. Until that time, the Developer cannot determine what the exact limits of coverage of the policy will be. The Developer expects such a policy to be in the approximate face amount of the aggregate sales price of the units, less the value of the land and improvements which are not subject to destruction by fire or other hazards. The Developer cannot determine in advance what the exact amount of the deductible clause in the policy will be, but it is customary that such deductible clauses are in the amount of \$500.00. Purchasers acquiring units can obtain more complete information about insurance from the Developer at the address or phone number shown on the cover sheet of this statement.

An owner's title insurance policy will be supplied each individual purchaser as the sales of the units are closed. These

title insurance policies will be ordered by the Developer at its own expense upon the closing of each sale. The policies will be in the face amount of the purchase price of each unit. The title policies will be issued by METROPOLITAN TITLE COMPANY, as agent for FIRST AMERICAN TITLE INSURANCE COMPANY. The policies will insure each purchaser that the purchaser's title to the unit received from the Developer is in the condition required by each Purchase Agreement.

XII - POSSIBLE LIABILITY FOR ADDITIONAL ASSESSMENTS

It is possible for co-owners to become obligated to pay a percentage share of assessment delinquencies incurred by other co-owners. This can happen if a delinquent co-owner defaults on a first mortgage and if the mortgagee forecloses. The delinquent assessments then become a common expense which is reallocated to all the co-owners, including the first mortgage, in accordance with the percentages of value in the Master Deed. The Bylaws provide in part:

"If the mortgagee of a first mortgage of record or other purchaser of a condominium unit obtains title to the condominium unit as a result of foreclosure of the first mortgage, such person, its successors and assigns, is not liable for the assessments by the Association chargeable to the unit which became due prior to the acquisition of title to the unit by such person and the expiration of the period of redemption from such foreclosure. The unpaid assessments are deemed to be common expenses collectible from all of the condominium unit owners including such persons, their successors and assigns."

XIII - OIL AND GAS DRILLING LEASES

After the original Master Deed for WHISPERING MEADOWS was recorded and sales were well underway, the Developer was contacted by representatives of Wolverine Gas and Oil Company, Inc. of Grand Rapids, Michigan. Wolverine sought and was given permission for certain exploratory testing on the expansion areas property of the Developer. Those exploratory tests gave Wolverine an indication that there may be oil and/or gas principally under the expansion area (i.e., Phase II). The Developer has signed an oil drilling lease and surface lease with Wolverine so that Wolverine can drill for petroleum products under these lands. Under the Third Amendment to the Master Deed, the mineral rights under Phase I are reserved to the Developer. The Fourth Amendment to the Master Deed expressly reserves to the Developer any and all mineral rights under the Phase II expansion property. Accordingly, the oil and gas mineral interests are not being conveyed to purchasers of Whispering Meadows or to its Association.

All drilling activities will be done from a 10 acre parcel owned by the Developer in the remaining expansion area to the north of Phase II. Drilling activities will be screened from view from Phases I and II either by the natural contours of the land or by vegetation. Wolverine will drill at a slant in a southerly direction to the expected location of the petroleum deposit several thousand feet under the Phase II area. Wolverine has provided a more detailed description of the drilling process, which is attached as an exhibit to this Disclosure Statement. Absolutely no drilling activities will occur in any surface portion of Phases I or II and Wolverine may not cross any unit or common element, with the exception of one pipeline easement discussed in Section XIV below.

In the opinion of Wolverine, these drilling activities will have no adverse affect on any of the residential surface activities or owners of Whispering Meadows Condominium.

XIV - EASEMENTS

The condominium premises will be subject to a number of easements. The Master Deed describes certain reciprocal easements granted to condominium co-owners and to the condominium association. In the Master Deed, Developer has retained various easements over the condominium premises for various purposes including utility, ingress and egress easements to service the land within the condominium and for possible future expansion of adjacent land into the project. There are also easements and other interests relating to utilities and roadways which will be described in each title insurance commitment and policy, which should be reviewed by purchasers and their attorneys prior to closing. The Master Deed permits Developer to maintain offices, model units and sales facilities in the condominium. The Master Deed also grants condominium owners certain easement rights over land adjacent to the condominium to assure ingress and egress to the condominium and access to water, future sanitary sewer and storm sewer connections. Particular note should be made of the Michigan Consolidated Gas Company gas transmission line easement and Wolverine Oil and Gas Pipeline easement which runs parallel to the Detroit Edison overhead easement affecting Units 72, 132 and 37 and portions of the nature area, as depicted in Exhibit B. No construction or improvements may be made in these easement areas without the express prior written approval of Michigan Consolidated Gas Company, Detroit Edison and Wolverine Oil and Gas Company.

XV - PURPOSE OF DISCLOSURE STATEMENT

This Disclosure Statement was prepared by Developer in compliance with the Michigan Condominium Act. This statement paraphrases various provisions of the Purchase Agreement, Escrow Agreement, Master Deed, and other documents required by law. This statement only highlights certain provisions of such documents and

by no means contains a complete statement of all of the provisions of those documents which may be important to purchasers. In an attempt to be more readable, this statement omits most legal phrases, definitions and detailed provisions of the other documents. This statement is not a substitute for the legal documents which it draws information from, and the rights of purchasers and other parties will be controlled by the other legal documents and not by this Disclosure Statement. All of the documents referred to in this statement should be carefully reviewed by the prospective purchasers, and it is advisable to have professional assistance in making this review.

Developer is required by law to prepare this statement. However, Developer disclaims liability to any purchaser for misstatements herein (or for omissions which make statements herein appear misleading) if such misstatements were made by the Developer in good faith, or were immaterial in nature, or were not relied upon by the purchaser, or did not result in any damages to the purchaser. Developer is required to give each purchaser a copy of The Condominium Buyers' Handbook. This handbook was prepared by the Michigan Department of Commerce, and Developer accepts no responsibility for its contents.

EASEMENT AND MAINTENANCE AGREEMENT

This EASEMENT AND MAINTENANCE AGREEMENT is made this 31st day of January, 1995, by and between INNOVATIVE LAND DEVELOPMENTS, INC., a Michigan corporation ("Developer") and WHISPERING MEADOWS ASSOCIATION, a Michigan non-profit corporation ("Association") terms and conditions:

\$ 25.00 MISCELLANEOUS RECORDING
FEB 29 10 43 AM '95
PAID RECORDED - OAKLAND COUNTY
LYNN D. ALLEN, CLERK/REGISTER OF DEEDS
\$ 2.00 REINDEMENTATION

RECITALS

- A. WHEREAS, Developer has developed Whispering Meadows Condominium, a residential site condominium in White Lake Township, Oakland County, Michigan, which is Oakland County Condominium Subdivision Plan No. 790;
- B. WHEREAS, the Association is the non-profit corporation established to manage and administer the common elements of Whispering Meadows Condominium;
- C. WHEREAS, in the original Master Deed of Whispering Meadows Condominium, the Developer reserved the right to expand said condominium and there remains a possible area of future expansion, the legal description of which is set forth in Exhibit A hereto;
- D. WHEREAS, Developer has determined that it will develop the area described in Exhibit A as a separate site condominium project and not as the third phase of Whispering Meadows Condominium; and
- E. WHEREAS, the owners in the new condominium project, to be known as Whispering Meadows II, will need access to Bogie Lake Road through the roadways of Whispering Meadows Condominium; and
- F. WHEREAS, the Association and Developer are willing to grant and convey an easement for ingress and egress to the new site condominium to be known as Whispering Meadows II and the owners of

25.00
2.00

O.K. - LM

same for purposes of ingress and egress over, across and through the roadways of Whispering Meadows upon the terms and conditions set forth in this Easement and Maintenance Agreement; and

G. WHEREAS, all the above-named parties desire that the respective easement rights and the obligations for roadway maintenance and payment of same be restrictions, benefits and burdens running with the land and that this Agreement after execution be recorded with the Oakland County Register of Deeds to accomplish same.

NOW, THEREFORE, for and in consideration of the sum of One (\$1.00) Dollar and the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and adequacy and sufficiency of which is hereby acknowledged, Developer, and Association agree as follows:

1. Developer and Association hereby grant to the Developer of Whispering Meadows II, its successors and assigns and to such condominium association as may be established to manage and administer the common elements of Whispering Meadows II, for the benefit of the co-owners of same, a perpetual non-exclusive easement for ingress and egress over the roadways of Whispering Meadows as depicted on Exhibit B to the Master Deed of Whispering Meadows, as amended. For purposes of identification, the roadways of Whispering Meadows Condominium to which this roadway easement appertain are attached hereto as Exhibits B and C. The scope of this easement shall include as example and without limitation, (i) pedestrian and vehicular ingress and egress to and from Bogie Lake Road for the above-named grantees and their guests and invitees; (ii) access to Whispering Meadows II for constructing, maintaining, repairing, reconstructing, improving, replacing or

removing utilities, residences, or common element improvements within the Whispering Meadows II project area; (iii) servicing any buildings or improvements upon the above-described parcel identified as Whispering Meadows II; (iv) fire protection; (v) security; and (vi) similar uses.

2. Easements granted and reserved herein include the right of said grantees, their successors, assigns to construct, create and connect such private driveways and roadways as are appropriate and necessary from the units in said project to the terminus of the roadways of Whispering Meadows over which this easement is granted.

3. All costs and expenses associated with the maintenance (including snow removal and salting), operation, repair and improvement of the Whispering Meadows roadways burdened by this easement shall be paid by the Whispering Meadows Association in the first instance. Such roadway maintenance costs shall, on an annual basis, be calculated, totaled and divided by the total number of site condominium units created to that date in Whispering Meadows Condominium plus similar units in Whispering Meadows II. The Developer, for so long as it controls the Whispering Meadows II Association, and then the Whispering Meadows II Association after its Transitional Control Date, shall be invoiced within 45 days after the end of each calendar year for the pro rata amount owed by Whispering Meadows II Association to Whispering Meadows Association and the former shall remit such payment for their share of the roadway maintenance costs to Whispering Meadows Association within 60 days of receipt of said invoice. Said pro rata amount shall be computed as

the product of the above per unit cost times the number of units established by the Master Deed in Whispering Meadows II.

4. Should Whispering Meadows II Association or its Developer fail and/or refuse to pay its share of the roadway maintenance costs as described above and remain delinquent for a period of 90 days, Whispering Meadows Association shall be authorized to institute a suit for collection of said indebtedness against Whispering Meadows II Association and shall, in addition to the delinquent amount, also be awarded costs and legal fees of such collection efforts.

5. Each and every agreement, covenant, promise, undertaking, obligation, condition, easement, right, privilege, option and restriction made, declared or assumed hereunder shall be a covenant running with the land, binding upon and inuring to the benefit of the owners of Whispering Meadows Association and Whispering Meadows II Association, their respective mortgagees, successors and assigns. The easements shall be a burden upon Whispering Meadows Association and its co-owners. Any successor co-owner of Whispering Meadows Association shall automatically be deemed by acceptance of title of such unit to have assumed all obligations hereof relating thereto and agree to execute any and all instruments and do any and all things reasonably required to carry out the intention and provisions hereof.

6. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any property to the general public or for any public use or purpose whatsoever, it being the intention of the Developer, the owners of Whispering Meadows and Whispering Meadows II

that this Agreement grants private rights between them and nothing contained herein expressed or implied shall confer upon any other person any rights or remedies under or by reason of this Agreement.

7. This Agreement may be amended, modified or terminated (in whole or in part) only by the agreement of the owners of 2/3 of the owners of Whispering Meadows Association and Whispering Meadows II Association, in writing, executed and acknowledged by the owners of same and recorded in the office of the Register of Deeds for Oakland County, Michigan.

8. All notices, demands, requests given or required to be given pursuant to the Agreement shall be in writing. All such notices, demands and requests shall be deemed to have been properly given if served in person by messenger, courier service, telecommunicated, by telex or facsimile transmission or sent by express delivery or United States first class mail. Any notice given in the courts for the provisions of this paragraph shall be deemed to be received and effective on the date of delivery if personally delivered, on the date telecommunicated or date of facsimile transmission with evidence that the transmission was received, two days after date mailed if mailed or one day after date delivered to the express courier if sent by express delivery.

9. The invalidity or unenforceability of any part or provision of this Agreement shall not affect the validity or enforceability of any other part or provision.

10. This Agreement shall be governed by the laws of the State of Michigan.

LISEP 15233pc141

IN WITNESS WHEREOF, this Easement and Maintenance Agreement has been executed by INNOVATIVE LAND DEVELOPMENTS, INC., a Michigan corporation, and WHISPERING MEADOWS ASSOCIATION, a Michigan non-profit corporation, this 25th day of January, 1995.

WITNESSES:

INNOVATIVE LAND DEVELOPMENTS, INC., a Michigan corporation

Sherry L. Lowry
Sherry L. Lowry
Sherry L. Lowry

BY: Bruce G. Weber

ITS: President

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 25th day of January, 1995, before me, a notary in and for said county, personally appeared Bruce G. Weber, President of INNOVATIVE LAND DEVELOPMENTS, INC., a Michigan corporation, and individually, to me personally known, who being by me duly sworn, did say that said instrument was signed on behalf of said corporation by authority of its Board of Directors, as well as in his individual capacity, and the said Bruce G. Weber acknowledges the execution of said instrument as the free act and deed of INNOVATIVE LAND DEVELOPMENTS, INC.

Sherry L. Lowry
Sherry L. Lowry Notary Public
Oakland County, Michigan
My Commission Expires: 8/30/95
(Macomb acting in Oakland)

LIBER 15233 ¹⁴²

WHISPERING MEADOWS ASSOCIATION,
a Michigan non-profit corporation

Nancy L. Mumma
NANCY L. MUMMA

BY: Clark A. Koby

John A. Stevens
JOHN A. STEVENS

ITS: President

STATE OF MICHIGAN)
) SS.
COUNTY OF)

On this 25th day of JANUARY, 1995, before me, a notary in and for said county, personally appeared KLARK A. Koby an officer of WHISPERING MEADOWS ASSOCIATION, a Michigan non-profit corporation, to me personally known, who being by me duly sworn, did say that said instrument was signed on behalf of said non-profit corporation by authority of its Board of Directors, and the said KLARK A Koby acknowledges the execution of said instrument as the free act and deed of WHISPERING MEADOWS ASSOCIATION.

Nancy L. Mumma

, Notary Public
Oakland County, Michigan
My Commission Expires:

NANCY L. MUMMA
Notary Public, Oakland County, MI
My Commission Expires Jan. 8, 1996

Drafted By and When
Recorded Return To:

JOHN A. STEVENS (P26198)
MATHESON, PARR, SCHULER,
EWALD, ESTER & JOLLY
2555 Crooks Rd., Ste. 200
Troy, MI 48084
(810) 643-7900

POSSIBLE FUTURE EXPANSION

A PARCEL OF LAND LOCATED IN SECTION 29, T3N-R8E, WHITE LAKE TOWNSHIP, OAKLAND COUNTY, MICHIGAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 29; THENCE N87°58'38"E ALONG THE NORTH LINE OF SECTION A DISTANCE OF 1319.49 FEET TO THE EAST 1/8 LINE OF SECTION 29; THENCE S01°35'55"E ALONG SAID 1/8 LINE 60.00 FEET; THENCE S87°58'38"W 506.53 FEET; THENCE S02°55'40"W 443.77 FEET; THENCE S87°05'56"W 813.83 FEET; THENCE S02°39'54"E 118.00 FEET; THENCE N88°41'00"W 231.95 FEET; THENCE S18°33'48"W 318.53 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1022.14 FEET, A CENTRAL ANGLE OF 03°21'50", AN ARC LENGTH OF 60.01 FEET, AND A CHORD BEARING AND DISTANCE OF N71°26'12"W 60.00 FEET; THENCE N18°33'48"E 303.66 FEET; THENCE N87°25'28"W 179.11 FEET; THENCE N80°59'23"W 155.88 FEET; THENCE S89°56'07"W 324.60 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 360.00 FEET, A CENTRAL ANGLE OF 21°00'53", AN ARC LENGTH OF 132.04 FEET; THENCE ALONG A BEARING AND DISTANCE OF S12°40'53"E 131.30 FEET; THENCE S02°10'26"E 72.27 FEET; THENCE S87°49'34"W 60.00 FEET; THENCE N80°42'53"W 362.39 FEET TO THE WEST 1/8 LINE OF SECTION 29; THENCE N01°00'46"W ALONG SAID 1/8 LINE 685.24 FEET TO THE NORTH LINE OF SAID SECTION; THENCE N87°49'34"E 1320.59 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 30.0 ACRES OF LAND, RESERVING, HOWEVER, TO THE DEVELOPER, INNOVATIVE LAND DEVELOPMENTS, INC., ALL SUBSURFACE MINERAL RIGHTS TO THE ABOVE DESCRIBED PREMISES WHICH ARE NOT ENCLOSED WITHIN A UNIT AS DEFINED IN THE MASTER DEED AND EXHIBIT B AND TO ALL MINERAL RIGHTS AT OR BELOW GROUND LEVEL OF GENERAL COMMON ELEMENT AREAS, SUCH MINERAL RIGHTS RESERVED TO THE DEVELOPER, INCLUSIVE WITHIN LIMITATION, ALL OIL AND GAS RIGHTS, RIGHTS TO LEASE OIL AND GAS.



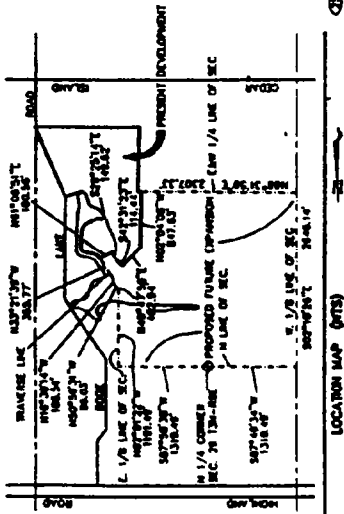
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LIBER 152337143

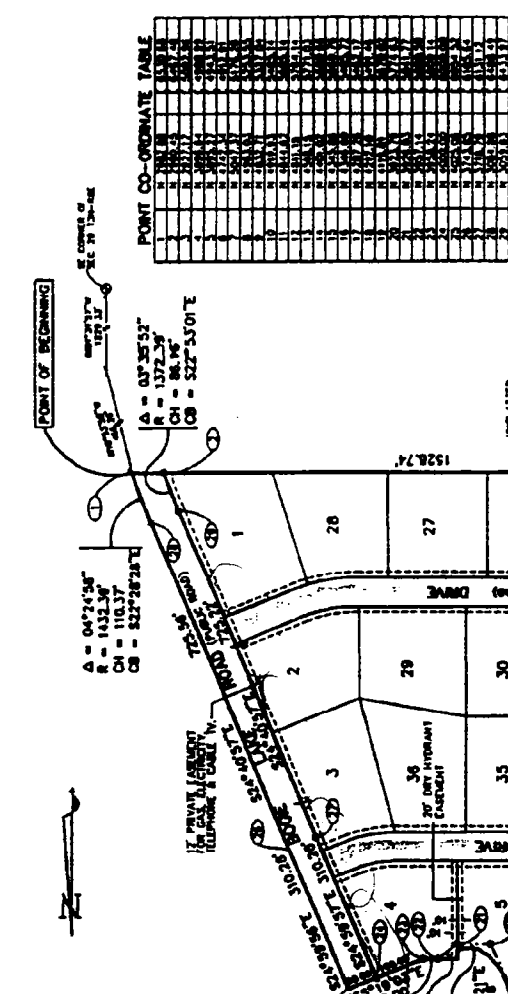
EX A

WHISPERING MEADOWS CONDOMINIUM

LOCATED IN SECTION 29, T3N-R6E, WHITE LAKE TOWNSHIP, OAKLAND COUNTY, MICHIGAN



BENCH MARK
 AT CORNER OF
 UTILITY PILL. ELEVATION
 53.28 SLICE DATUM



POINT CO-ORDINATE TABLE

POINT NO.	EASTING	NORTHING
1	110.17	110.17
2	110.17	110.17
3	110.17	110.17
4	110.17	110.17
5	110.17	110.17
6	110.17	110.17
7	110.17	110.17
8	110.17	110.17
9	110.17	110.17
10	110.17	110.17
11	110.17	110.17
12	110.17	110.17
13	110.17	110.17
14	110.17	110.17
15	110.17	110.17
16	110.17	110.17
17	110.17	110.17
18	110.17	110.17
19	110.17	110.17
20	110.17	110.17
21	110.17	110.17
22	110.17	110.17
23	110.17	110.17
24	110.17	110.17
25	110.17	110.17
26	110.17	110.17
27	110.17	110.17
28	110.17	110.17
29	110.17	110.17
30	110.17	110.17
31	110.17	110.17
32	110.17	110.17
33	110.17	110.17
34	110.17	110.17
35	110.17	110.17
36	110.17	110.17

SURVEYOR'S CERTIFICATE

I, JAMES A. STRAIN, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SURVEY PLAN AND INSTRUMENTS HEREON SHOWN ARE TRUE AND CORRECT AND THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 112 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978. THAT THE INSTRUMENTS, AS SHOWN, ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 112 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

DATE: 10/15/2014
 JAMES A. STRAIN
 REGISTERED SURVEYOR NO. 7940
 STATE OF MICHIGAN



CORNERSTONE
 SURVEYING AND ENGINEERING, INC.
 210 BLAKE LAKE ROAD
 FISHKILL, MICHIGAN 48429

SURVEY PLAN
 SCALE: 1" = 100'
 1" = 100'

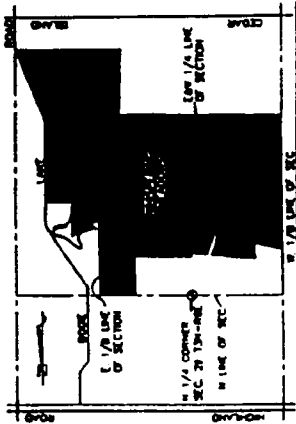
130637738

152337144

FXD

WHISPERING MEADOWS CONDOMINIUM

LOCATED IN SECTION 29, T34N-R9E, WHITE LAKE TOWNSHIP, OAKLAND COUNTY, MICHIGAN



LINE TABLE

LINE NO.	START POINT	END POINT	BEARING	DISTANCE
1	S. 1/2 CORNER SEC. 29	N. 1/2 CORNER SEC. 29	N 89° 59' 45" W	200.00
2	N. 1/2 CORNER SEC. 29	E. 1/2 CORNER SEC. 29	E 89° 59' 45" S	200.00
3	E. 1/2 CORNER SEC. 29	S. 1/2 CORNER SEC. 29	S 89° 59' 45" W	200.00
4	S. 1/2 CORNER SEC. 29	N. 1/2 CORNER SEC. 29	N 89° 59' 45" E	200.00
5	N. 1/2 CORNER SEC. 29	E. 1/2 CORNER SEC. 29	E 89° 59' 45" N	200.00
6	E. 1/2 CORNER SEC. 29	S. 1/2 CORNER SEC. 29	S 89° 59' 45" E	200.00
7	S. 1/2 CORNER SEC. 29	N. 1/2 CORNER SEC. 29	N 89° 59' 45" W	200.00
8	N. 1/2 CORNER SEC. 29	E. 1/2 CORNER SEC. 29	E 89° 59' 45" S	200.00
9	E. 1/2 CORNER SEC. 29	S. 1/2 CORNER SEC. 29	S 89° 59' 45" W	200.00
10	S. 1/2 CORNER SEC. 29	N. 1/2 CORNER SEC. 29	N 89° 59' 45" E	200.00
11	N. 1/2 CORNER SEC. 29	E. 1/2 CORNER SEC. 29	E 89° 59' 45" N	200.00
12	E. 1/2 CORNER SEC. 29	S. 1/2 CORNER SEC. 29	S 89° 59' 45" E	200.00
13	S. 1/2 CORNER SEC. 29	N. 1/2 CORNER SEC. 29	N 89° 59' 45" W	200.00
14	N. 1/2 CORNER SEC. 29	E. 1/2 CORNER SEC. 29	E 89° 59' 45" S	200.00
15	E. 1/2 CORNER SEC. 29	S. 1/2 CORNER SEC. 29	S 89° 59' 45" W	200.00
16	S. 1/2 CORNER SEC. 29	N. 1/2 CORNER SEC. 29	N 89° 59' 45" E	200.00
17	N. 1/2 CORNER SEC. 29	E. 1/2 CORNER SEC. 29	E 89° 59' 45" N	200.00
18	E. 1/2 CORNER SEC. 29	S. 1/2 CORNER SEC. 29	S 89° 59' 45" E	200.00
19	S. 1/2 CORNER SEC. 29	N. 1/2 CORNER SEC. 29	N 89° 59' 45" W	200.00
20	N. 1/2 CORNER SEC. 29	E. 1/2 CORNER SEC. 29	E 89° 59' 45" S	200.00
21	E. 1/2 CORNER SEC. 29	S. 1/2 CORNER SEC. 29	S 89° 59' 45" W	200.00
22	S. 1/2 CORNER SEC. 29	N. 1/2 CORNER SEC. 29	N 89° 59' 45" E	200.00
23	N. 1/2 CORNER SEC. 29	E. 1/2 CORNER SEC. 29	E 89° 59' 45" N	200.00
24	E. 1/2 CORNER SEC. 29	S. 1/2 CORNER SEC. 29	S 89° 59' 45" E	200.00
25	S. 1/2 CORNER SEC. 29	N. 1/2 CORNER SEC. 29	N 89° 59' 45" W	200.00
26	N. 1/2 CORNER SEC. 29	E. 1/2 CORNER SEC. 29	E 89° 59' 45" S	200.00
27	E. 1/2 CORNER SEC. 29	S. 1/2 CORNER SEC. 29	S 89° 59' 45" W	200.00
28	S. 1/2 CORNER SEC. 29	N. 1/2 CORNER SEC. 29	N 89° 59' 45" E	200.00
29	N. 1/2 CORNER SEC. 29	E. 1/2 CORNER SEC. 29	E 89° 59' 45" N	200.00
30	E. 1/2 CORNER SEC. 29	S. 1/2 CORNER SEC. 29	S 89° 59' 45" E	200.00

POINT CO-ORDINATE TABLE

POINT	N	E	HEIGHT
1	1478.11	727.14	1037.08
2	1478.11	727.14	1037.08
3	1478.11	727.14	1037.08
4	1478.11	727.14	1037.08
5	1478.11	727.14	1037.08
6	1478.11	727.14	1037.08
7	1478.11	727.14	1037.08
8	1478.11	727.14	1037.08
9	1478.11	727.14	1037.08
10	1478.11	727.14	1037.08
11	1478.11	727.14	1037.08
12	1478.11	727.14	1037.08
13	1478.11	727.14	1037.08
14	1478.11	727.14	1037.08
15	1478.11	727.14	1037.08
16	1478.11	727.14	1037.08
17	1478.11	727.14	1037.08
18	1478.11	727.14	1037.08
19	1478.11	727.14	1037.08
20	1478.11	727.14	1037.08
21	1478.11	727.14	1037.08
22	1478.11	727.14	1037.08
23	1478.11	727.14	1037.08
24	1478.11	727.14	1037.08
25	1478.11	727.14	1037.08
26	1478.11	727.14	1037.08
27	1478.11	727.14	1037.08
28	1478.11	727.14	1037.08
29	1478.11	727.14	1037.08
30	1478.11	727.14	1037.08

CURVE DATA TABLE

CURVE NO.	BEARING	RADIUS	CHORD	CHORD BEARING
1	N 89° 59' 45" W	100.00	100.00	S 89° 59' 45" E
2	N 89° 59' 45" W	100.00	100.00	S 89° 59' 45" E
3	N 89° 59' 45" W	100.00	100.00	S 89° 59' 45" E
4	N 89° 59' 45" W	100.00	100.00	S 89° 59' 45" E
5	N 89° 59' 45" W	100.00	100.00	S 89° 59' 45" E
6	N 89° 59' 45" W	100.00	100.00	S 89° 59' 45" E
7	N 89° 59' 45" W	100.00	100.00	S 89° 59' 45" E
8	N 89° 59' 45" W	100.00	100.00	S 89° 59' 45" E
9	N 89° 59' 45" W	100.00	100.00	S 89° 59' 45" E
10	N 89° 59' 45" W	100.00	100.00	S 89° 59' 45" E
11	N 89° 59' 45" W	100.00	100.00	S 89° 59' 45" E
12	N 89° 59' 45" W	100.00	100.00	S 89° 59' 45" E
13	N 89° 59' 45" W	100.00	100.00	S 89° 59' 45" E
14	N 89° 59' 45" W	100.00	100.00	S 89° 59' 45" E
15	N 89° 59' 45" W	100.00	100.00	S 89° 59' 45" E
16	N 89° 59' 45" W	100.00	100.00	S 89° 59' 45" E
17	N 89° 59' 45" W	100.00	100.00	S 89° 59' 45" E
18	N 89° 59' 45" W	100.00	100.00	S 89° 59' 45" E
19	N 89° 59' 45" W	100.00	100.00	S 89° 59' 45" E
20	N 89° 59' 45" W	100.00	100.00	S 89° 59' 45" E
21	N 89° 59' 45" W	100.00	100.00	S 89° 59' 45" E
22	N 89° 59' 45" W	100.00	100.00	S 89° 59' 45" E
23	N 89° 59' 45" W	100.00	100.00	S 89° 59' 45" E
24	N 89° 59' 45" W	100.00	100.00	S 89° 59' 45" E
25	N 89° 59' 45" W	100.00	100.00	S 89° 59' 45" E
26	N 89° 59' 45" W	100.00	100.00	S 89° 59' 45" E
27	N 89° 59' 45" W	100.00	100.00	S 89° 59' 45" E
28	N 89° 59' 45" W	100.00	100.00	S 89° 59' 45" E
29	N 89° 59' 45" W	100.00	100.00	S 89° 59' 45" E
30	N 89° 59' 45" W	100.00	100.00	S 89° 59' 45" E

SURVEYOR'S CERTIFICATE

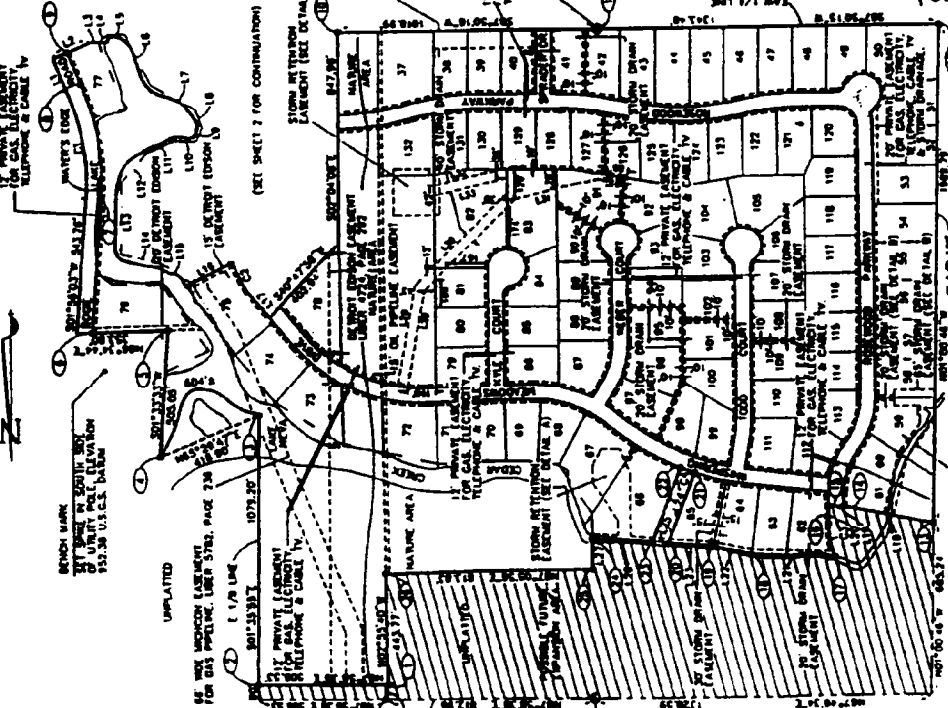
I, *John Robert L. Bens*, a duly Licensed Professional Surveyor in the State of Michigan, being duly sworn, depose and say that the above described plat is correct and true to the best of my knowledge and belief, and that the same has been prepared and drawn by me or under my direct supervision and control, and that I am a duly Licensed Professional Surveyor in the State of Michigan, and that I am duly qualified to perform the duties of a Surveyor in the State of Michigan.

DATE: _____
 OFFICE: _____
 STATE OF MICHIGAN
 COMMERCIAL SURVEYING AND ENGINEERING, INC.
 717 SILVER LAKE ROAD
 TROY, MICHIGAN 48066

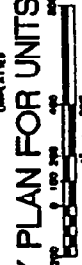
REGISTERED PROFESSIONAL SURVEYOR NO. 32332



CORNERSTONE SURVEYING AND ENGINEERING, INC.
 117-02-93



SURVEY PLAN FOR UNITS 37-132



152332-145

EXC

130637715

92 280939

MASTER DEED

WHISPERING MEADOWS CONDOMINIUM

Plan No. 790

This Master Deed is made and executed on this 30 day of October, 1992 by INNOVATIVE LAND DEVELOPMENTS, INC., a Michigan corporation (hereinafter referred to as "Developer"), the address of which is 7527 Koby Court, White Lake Michigan 48383, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

WHEREAS, the Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit A and together with the Condominium Subdivision Plan attached hereto as Exhibit B (both of which are hereby incorporated herein by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential site condominium project under the provisions of the Act, and has filed with the Township of White Lake, Oakland County, detailed architectural plans and specifications for the project.

0001 NOV.05.92 10:51AM
2435 DEEDS 57.00

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Whispering Meadows Condominium as a residential site Condominium Project under the Act and does declare that Whispering Meadows Condominium (hereinafter referred to as the "Condominium", "Project" or the "Condominium Project") 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 Act, and the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, and its successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I

TITLE AND NATURE

9000790

B#92 REG/DEEDS PAID
0001 NOV.05.92 10:51AM
2435 RMT. FEE

The Condominium Project shall be known as Whispering Meadows Condominium, Oakland County Condominium Subdivision Plan No. 790. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Unit is capable of individual utilization on account of having its own entrance from and

PC 12-29-889-001-NEY4
NEY4 & SE14
12-29-476-012 OK - T. SMITH
12-29-476-013-SE14
12-29-476-014-SE14
12-29-476-015-SE14

025536
7.00
OK - G K

exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Element of the Condominium Project.

ARTICLE II

LEGAL DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed in the Township of White Lake, Oakland County is described as follows:

Part of the SE 1/4 of Section 29, T3N-R8E, White Lake Township, Oakland County, Michigan, described as: commencing at the southeast corner of said section; thence N 01°31'57" W 1229.33 feet along the centerline of Bogie Lake Road, so-called; thence N 10°53'58" W 466.26 feet to the point of beginning of this description on the centerline of Bogie Lake Road; thence from said point of beginning S87° 54'40" W 1528.74 feet; thence N 00°49'32" W 969.57 feet; thence S 88°16'33" W 45.50 feet; thence N 02°04'08" W 847.63 feet; thence N 40°47'58" E 402.94 feet; thence S 42°31'23" E 114.44 feet; thence on a curve to the right having a radius of 330.00 feet, a central angle of 26°12'18" and a chord bearing and distance of S 29°25'14" E 149.62 feet; thence N 61°06'51" E 180.56 feet to a point on a traverse line along the southwesterly shore of an un-named lake; thence along said traverse line the following twelve courses, S 57°53'14" E 141.68 feet, and S 78°06'50" E 162.49 feet, and S 01°20'44" E 293.08 feet, and S 37°39'02" W 147.93 feet, and S 63°33'16" W 123.87 feet, and N 89°29'40" W 84.04 feet, and S 21°38'51" W 63.85 feet, and S 21°17'46" E 80.66 feet, and continuing along said traverse line, S 62°39'56" E 201.00 feet, and S 28°05'21" E 222.18 feet, and N 88°05'22" E 67.68 feet, and N 50°56'52" E 49.34 feet; thence leaving said traverse line N 87°47'03" E 28.57 feet; thence N 65°19'03" E 160.00 feet to a point on the centerline of said Bogie Lake Road; thence along said centerline the following three courses, S 24°59'56" E 310.28 feet; and S 24°40'57" E 725.56 feet, and on a curve to the right having a

radius of 1432.39 feet, a central angle of 04°24'58", and a chord bearing and distance of S 22°28'28" E 110.37 feet to the point of beginning. Said parcel containing 45.85 acres of land more or less including all that land lying between said traverse line and the southwesterly edge of water of said un-named lake. Said parcel also being subject to and having the use of Bogie Lake Road, so-called.

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the rules and regulations of the Whispering Meadows Association, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Whispering Meadows Condominium as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 1. Act. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978 as amended.

Section 2. Association. "Association" means the Whispering Meadows Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

Section 3. Bylaws. "Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Non-profit Corporation Act.

Section 4. Common Elements. "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

Section 5. Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, Bylaws and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 6. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Whispering Meadows Condominium as described above.

Section 7. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" means Whispering Meadows Condominium, as a Condominium Project established in conformity with the Act.

Section 8. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit B hereto.

Section 9. Co-owner or Owner. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "Co-owner". A land contract purchaser shall be deemed a "co-owner" so long as the land contract has not been forfeited under Michigan law. In the event of such forfeiture, the land contract Seller shall be deemed the "co-owner" of the Unit.

Section 10. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe Whispering Meadows Condominium as a completed Condominium Project and shall reflect the entire land area added to the Condominium from time to time under Article VI hereof, and all Units and Common Elements therein, and which shall express percentages of value pertinent to each Unit as finally re-adjusted. Such Consolidating Master Deed, if and when recorded in the office of the Oakland County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto.

Section 11. Developer. "Developer" means Innovative Land Developments, Inc., a Michigan corporation, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

Section 12. Development and Sales Period. "Development and Sales Period", for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, shall be deemed to continue for so long as Developer continues to own any Unit in the Project.

Section 13. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-owners are entitled to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units which may be created are sold, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of all Units which may be created are sold, whichever first occurs.

Section 14. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Section 15. Residential Site. "Residential Site" shall mean each Condominium Unit.

Section 16. Unit or Condominium Unit. "Unit" or "Condominium Unit" each means the enclosed space constituting a single complete Unit in Whispering Meadows Condominium as such space may be described in Article V, Section 1 hereof and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

Whenever any reference herein 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 herein to the singular, a reference shall also be included to the plural where the same would be appropriate and vice versa.

ARTICLE IV

COMMON ELEMENTS

Section 1. General Common Elements. The General Common Elements are:

(a) Electrical and Telephone. The electrical and telephone transmission mains throughout the Project up to the respective transformers for each Unit.

(b) Storm Sewers. Any storm sewer system which may in the future ultimately be installed in the Condominium and the easements within which the same are located.

(c) Driveway. The project drives known as "Whispering Meadows Drive and Stonewood Drive", as reflected on Exhibit B, and any curbs or sidewalks which may be constructed along said drives, until such time as they may be publicly dedicated.

Section 2. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are as follows:

(a) Sediment Traps. The four (4) sediment traps, as reflected on Exhibit B, shall be limited common areas, reserved for the exclusive use and benefit of those owners within whose units the sediment traps are contained and those other co-owners whose units are drained from and into each respective sediment trap.

(b) Airspace and Subsurface. The air space above each unit envelope and the subsurface below each unit envelope shall be limited common area appurtenant to and reserved for the exclusive use of its appurtenant unit's co-owner(s).

Section 3. Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(a) Co-owner Responsibilities.

(i) Units and Their Setback Areas. The responsibility for and the costs of maintenance, decoration, repair and replacement of the Unit shall be borne by the Co-owner of such Unit; provided, however, that the exterior appearance of the improvements within Units and setback areas, to the extent visible from any other Unit or Common Element in the Project, shall be subject at all times to the reasonable aesthetic and maintenance standards prescribed by the Association in the Bylaws and in duly adopted rules and regulations. The individual Co-owners shall also be responsible for any water wells located in part or whole in their unit area.

(ii) Utility Services. All costs of electricity, natural gas, cable television, telephone, and any other utility services shall be borne by the Co-owner of the Unit to which such services are furnished. All utility laterals and leads shall be maintained, repaired and replaced at the expense of the Co-owner whose Unit they service, except to the extent that such expenses are borne by a utility company or a public authority and the Association shall have no responsibility therefore. The storm sewer installed by the Developer shall be a General Common Element and shall be maintained, repaired and replaced by the Association. Further, in the event that, in the future, it shall be required by a public authority or public authorities to install public sewer and/or public water mains to serve the Units in the Condominium, then the collective costs assessable to the Condominium Premises as a whole of installation of such mains shall be borne by the Co-owners.

(b) Association Responsibilities. The costs of maintenance, repair and replacement of all General Common Elements shall be borne by the Association, subject to any

provisions of Bylaws expressly to the contrary. The costs of maintenance, repair and replacement of the sediment traps shall also be borne by the Association. The Association shall not be responsible, in the first instance, for performing any maintenance, repair or replacement with respect to the residential sites. Nevertheless, in order to provide for flexibility in administering the Condominium, the Association, acting through its Board of Directors, may undertake such other regularly recurring, reasonably uniform, periodic exterior maintenance functions with respect to buildings and improvements constructed within any Unit boundaries as it may deem appropriate and as the Co-owners may unanimously agree (including, without limitation, lawn mowing, snow removal and tree trimming). Nothing herein contained, however, shall compel the Association to undertake such responsibilities. Any such responsibilities undertaken by the Association shall be charged to any affected Co-owner on a reasonably uniform basis and collected in accordance with the assessment procedures established under Article II of the Bylaws. The Developer, in the initial maintenance budget for the Association, shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith.

Section 4. Utility Systems. Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications facilities, if any, 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, and any telecommunications facilities, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any. The extent of the Developer's and Association's responsibility will be to see to it that telephone, electric and natural gas mains are installed within reasonable proximity to, but not within, the Units. Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with extension of such utilities by laterals from the mains to any structures and fixtures located within the Units.

Section 5. Use of Units and Common Elements. No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

Section 6. Private Roads. The private roads as shown on the condominium subdivision plan will be maintained (including, without limitation, snow removal), replaced, repaired, and resurfaced as necessary by the Association. It is the Association's responsibility to inspect and to perform preventative maintenance of the condominium roadways on a regular basis in order to maximize their useful life and to minimize repair and replacements costs. In the event that the Association fails to provide adequate maintenance, repair, or

replacement of the herein mentioned private roads, the Charter Township of White Lake may serve written notice of such failure upon the Association. Such written notice shall contain a demand that the deficiencies of maintenance, repair, or replacement be cured within a stated reasonable time period but not less than 30 days. If such deficiencies are not cured, the Township may undertake such maintenance, repair, or replacement and the costs thereof plus a 25% administrative fee may be assessed against the co-owners and collected as a special assessment on the next annual Charter Township of White Lake tax roll.

ARTICLE V

USE OF PREMISES

No co-owner shall use his or her unit or the common elements in any manner inconsistent with the purposes of the Condominium or the applicable zoning restrictions of White Lake Township as the same may be amended or restated or superceded from time to time, or in any other manner which will interfere with or impact the rights of any other co-owner in the use and enjoyment of its, his or her unit or the common elements.

ARTICLE VI

UNIT DESCRIPTIONS AND PERCENTAGES OF VALUE

Section 1. Description of Units. The first phase of the Condominium consists of 36 units. Each Unit in the Condominium Project is described in this Paragraph with reference to the Condominium Subdivision Plan of Whispering Meadows Condominium and prepared by Cornerstone Engineering and attached hereto as Exhibit B. Each Unit shall consist of the space located within Unit boundaries as shown in Exhibit B hereto and delineated with heavy outlines.

Section 2. Percentages of Value. The percentages of value assigned to each Unit are equal. The percentages of value were computed on the basis of the comparative characteristics of the Units including acreage and price. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium project, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners.

ARTICLE VII

EASEMENTS

Section 1. Easement for Utilities. There shall be easements to, through and over those portions of the land (including all Units), structures, buildings and improvements in the Condominium for

the continuing maintenance, repair, replacement, enlargement of any General Common Element utilities in the Condominium as depicted on the Condominium Subdivision Plan as the same may be amended from time to time.

Section 2. Easements Retained by Developer.

(a) Utility Easements. The Developer also hereby reserves for the benefit of itself, its successors and assigns, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium, including, but not limited to, water, gas, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located in the Condominium it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement. All expenses of maintenance, repair and replacement of any utility mains referred to in this Section shall be shared by this Condominium and any developed portions of the land described in Article VI which are served by such mains. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of Units in this Condominium, and the denominator of which is comprised of the numerator plus all other Units in the land described in Article VI that are served by such mains.

(b) Abandonment of Septic Sewer and/or Water Supply Systems. At the time of the recording of this Master Deed, public sewer service and public water service were not available to the Condominium. In the event the public sewer service and/or water facilities are made available to the Condominium at some time in the future, the septic sewer systems and/or all water wells installed by Co-owners shall be abandoned within one year after the public sewer service and/or public water or community water system is/are available (or sooner if so required by the Township of White Lake or other governmental authorities) and each Unit in the Condominium shall be connected to the public sewer service and/or the public or community water service as the case may be. Each individual Co-owner shall bear the expense of tapping into the public sewer system and/or public water system to service his respective Unit. The Developer, the Township and/or the County shall have such easements as are necessary to facilitate the installation of such systems (i.e., septic sewer systems and/or water mains).

Section 3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements,

licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium and Co-owners, subject, however, to the approval of the Developer so long as the Development and Sales Period has not expired. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect thereto be varied, without the consent of each person benefitted thereby.

Section 4. Association, Developer and Utilities Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities shall have such easements as reflected in Exhibit B over, under, across and through the Condominium Premises, 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. While it is intended that each Co-owner shall be solely responsible for the performance and costs of all maintenance, repair and replacement within its Unit and all other appurtenances and improvements constructed or otherwise located within its Unit, it is nevertheless a matter of concern that a Co-owner may fail to properly maintain the exterior of his Unit in a proper manner and in accordance with the standards set forth in Article VI of the Bylaws. Therefore, in the event a Co-owner fails, as required by this Master Deed or the Bylaws, to properly and adequately maintain, decorate, repair, replace or otherwise keep its Unit or any improvements or appurtenances located therein, the Association (and/or the Developer during the Development and Sale Period) shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the Unit, its appurtenances or any of its Limited Common Elements, all at the expense of the Co-owner of the Unit. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due; 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 5. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements, and multi-unit agreements and, to the extent allowed by law,

contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 6. Emergency Vehicle Access Easement. There shall exist, for the benefit of the Charter Township of White Lake, or any emergency service agency thereof, an easement over all roads in the Condominium for use by the Township and/or emergency vehicles. Said easement shall be for purposes of ingress and egress, to provide, without limitation, fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-owners thereof. This easement grant shall in no way be construed as a dedication of any streets, roads or driveways in the project.

Section 7. Setback Restrictions. There shall be imposed on each unit certain homesite setback restrictions. There shall be, with respect to each unit, a 50-foot setback from the front lot line; a 40-foot setback from the rear lot line and 25-foot setbacks on each of the side lot lines. No improvements may be made in the setback areas of a unit except as are consistent with the Township setback ordinance and pre-approved by the Association.

Section 8. Gas Transmission Line Easement. As reflected on Exhibit B, there is a 66-foot wide gas main easement, which runs from the west-southwestern boundary of the project, through the project, to the northern boundary, in favor of Michigan Consolidated Gas Company, which maintains and operates a primary gas transmission line through the center of the easement area. All owners but particularly those owners who purchase affected units are subject to this easement. No building, construction, excavation, alterations or improvements of any kind may be made in the easement area without prior notice to and consent by Michigan Consolidated Gas Company.

ARTICLE VIII

EXPANDABLE CONDOMINIUM

Whispering Meadows Condominium is established as an expandable condominium in accordance with the provision of this Article VIII;

Section 1. Developer reserves the right but not the obligation to expand the Condominium.

Section 2. There are no restrictions or limitations on Developer's right to expand the Condominium except as stated in this Article VIII. The consent of any Co-owner shall not be required to expand the Condominium. All of the Co-owners and mortgagees of units and persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such expansion of the Condominium and to any amendment or amendments to this Master Deed to effectuate the expansion and to any reallocation of percentages of value of existing and new units which Developer may determine to be necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agents and attorney for the purpose of executing such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be made without the necessity of re-recording an entire Master Deed or the exhibits thereto and may incorporate by reference all or any pertinent provisions or portions of this Master Deed and the exhibits herein.

Section 3. The Developer's right to expand the condominium project shall expire six (6) years after the initial recording of this Master Deed.

Section 4. The land by which this Condominium may be expanded is the land to the east of the Condominium described as follows:

Parcel of land located in the N 1/2 of section 29, T3N-R8E, White Lake Township, Oakland County, Michigan, described as: beginning at the N 1/4 corner of said section 29; thence S87°49'34"W 1319.49 feet to the W 1/8 line of section; thence S02°10'26"E, along said 1/8 line, 2646.14 feet to the E&W 1/4 line of section 29; thence N88°31'59"E, along said 1/4 line 2307.33 feet to the West line of Whispering Meadows Condominium; thence along the North and West line of Whispering Meadows Condominium, the following five courses: N02°04'08"W 847.63 feet and N40°47'58"E 402.94 feet and S42°31'23"E 114.44 feet and on a curve to the right having a radius of 330.00 feet, a central angle of 26°12'18" and a chord bearing and distance of S26°25'14"E 149.62 feet and N61°06'51"E 180.56 feet to a point on traverse line along the westerly shore of an un-named lake; thence along said traverse line the following three courses N33°21'39"W 355.77 feet and N16°30'14"W 106.54 feet and N50°59'31"W 86.03

feet; thence leaving said traverse line N02°01'22"W along the E 1/8 line of section 29, 1191.49 feet to the north line of said section; thence S87°58'38"W 1319.49 feet to the point of beginning. Said parcel containing 155.15 acres of land more or less.

Section 5. If the additional land, described above, is added to the Project, it may be added in part or in its entirety, at the discretionary determination of Developer.

Section 6. If the additional land, described above, is added to the Project, it may be effected by one or several amendments to the Master Deed.

Section 7. If the Condominium is so expanded, there shall be no specific restrictions as to the locations of improvements made on such additional land except as the Township of White Lake may require under its then-applicable zoning ordinance.

Section 8. The maximum number of units that may be created on the additional land shall be one hundred (100) units.

Section 9. One hundred (100%) percent of the additional land, if included, may be occupied by residential units, consistent with the zoning of the additional land.

Section 10. Structures to be built and improvements to be made within the units on such additional land, should it be added to the Project, shall be subject to the restrictions set forth in the Bylaws and the applicable White Lake zoning ordinance restrictions.

Section 11. Residential site condominium units consistent with the existing units will be created upon the additional land, should it be added to the Project.

Section 12. The developer hereby reserves the right, should it expand the condominium with the additional land, to create limited common elements, general common elements and/or convertible area within the additional land as it, in its discretion, finds to be appropriate; and to create such additional easements within the additional land for the benefit of land outside the project as Developer finds to be appropriate.

Section 13. If the Condominium is expanded, the amendment (or amendments) to the Master Deed effecting such expansion(s) shall set forth the readjusted percentages of value in order to preserve a total value of 100% for the entire condominium. The precise determination of such readjustment(s) shall be made within the sole judgment of Developer. Such adjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value.

ARTICLE IX

AMENDMENT

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of 66-2/3% of the Co-owners, except as hereinafter set forth:

Section 1. Modification of Units or Common Elements. No Unit dimension may be modified in any material way without the consent of the Co-owner and mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any unit to which the same are appurtenant, except as otherwise expressly provided above to the contrary.

Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendments shall require the approval of 66-2/3% of all first mortgagees of record allocating one vote for each mortgage held.

Section 3. By Developer. Prior to one (1) year after expiration of the Development and Sales Period, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A as do not materially affect any rights of any Co-owners or mortgagees in the Project or to conform this Master Deed to Oakland County Road Commission requirements for road dedication.

Section 4. Change in Percentage of Value. Subject to Article IX, Section 13, the value of the vote of any Co-owner and the corresponding proportion of common elements assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent.

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer and 80% of non-Developer Co-owners.


Section 6. Developer Approval. During the Development and Sales Period, this Master Deed and Exhibits A and B hereto shall not be amended nor shall the provisions thereof be modified in any way without the written consent of the Developer.

ARTICLE X
ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the condominium Documents or Bylaws, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Oakland County Register of Deeds.

WITNESSES:

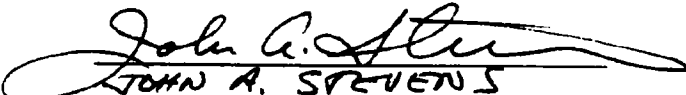
INNOVATIVE LAND DEVELOPMENTS, INC.,
a Michigan corporation



Eugene C. Ewald

By: 

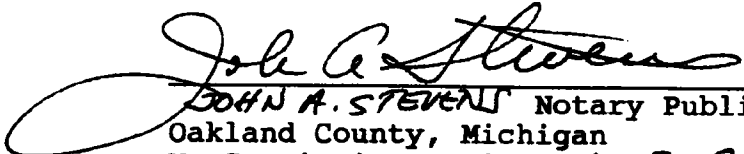
Bruce G. Weber, President



JOHN A. STEVENS

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 30th day of October, 1992, the foregoing Master Deed was acknowledged before me by Bruce G. Weber, the President of INNOVATIVE LAND DEVELOPMENTS, INC., a Michigan corporation, on behalf of said corporation.



JOHN A. STEVENS Notary Public,
Oakland County, Michigan
My Commission Expires: 10-7-96

Master Deed drafted by:

John A. Stevens, Esq.
Matheson, Parr, Schuler,
Ewald, Ester & Cooke
2555 Crooks Road, Suite 200
Troy, Michigan 48084
(313) 643-7900

When recorded, return to drafter.

OAKLAND COUNTY CONDOMINIUM
SUBDIVISION PLAN No. 190

ATTENTION: COUNTY REGISTER OF DEEDS
THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE
ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER
HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE
PROPERLY SHOWN ON THE TITLE ON THIS SHEET AND IN
THE SURVEYORS CERTIFICATE ON SHEET 2.

EXHIBIT 'B' TO THE MASTER DEED OF
WHISPERING MEADOWS CONDOMINIUM
TOWNSHIP OF WHITE LAKE, OAKLAND COUNTY, MICHIGAN

DEVELOPER:
INNOVATIVE LAND DEVELOPMENTS, INC.
7527 KOBY COURT
WHITE LAKE MICHIGAN 48383

SURVEYOR:
JOSEPH A. WIZNYAULTYS L.S.
212 SILVERLAKE ROAD,
FENTON MICHIGAN 48430

LEGAL DESCRIPTION
PART OF THE S 1/4 OF SECTION 28, 12N-48E, WHITE LAKE TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE
SOUTHEAST CORNER OF SAID SECTION; THENCE N01°31'57"W 1229.33 FEET ALONG THE CENTERLINE OF BOGE LAKE ROAD, SO-CALLED; THENCE
N10°53'58"W 468.28 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION ON THE CENTERLINE OF BOGE LAKE ROAD; THENCE FROM
SAID POINT OF BEGINNING S07°54'40"W 1324.74 FEET; THENCE N00°49'32"W 938.57 FEET; THENCE S08°16'13"W 43.50 FEET; THENCE
S07°54'40"W 1324.74 FEET; THENCE S07°54'40"W 1324.74 FEET; THENCE S07°54'40"W 1324.74 FEET; THENCE S07°54'40"W 1324.74 FEET;
HAVING A PARALLEL OF 120.00 FEET, A CORNER BEARING S07°54'40"W 1324.74 FEET; THENCE S07°54'40"W 1324.74 FEET; THENCE
THENCE N01°06'51"E 180.58 FEET TO A POINT ON A TRAVERSE LINE ALONG THE SWLY SHORE OF AN UN-NAMED LAKE; THENCE ALONG SAID
TRAVERSE LINE THE FOLLOWING TWELVE COURSES: S52°23'11"E 1110.00 FEET, AND S78°05'50"E 162.49 FEET, AND S07°20'44"E 29.00
AND S21°17'42"E 80.66 FEET, AND CONTINUING ALONG SAID TRAVERSE LINE AND NEARBY TO SAID LAKE 517°38'51"W 53.85 FEET,
AND N89°05'47"E 67.88 FEET, AND N02°46'32"E 18.34 FEET, THENCE LEAVING SAID TRAVERSE LINE N67°47'01"E 38.37 FEET; THENCE
N65°19'01"E 160.00 FEET TO A POINT ON THE CENTERLINE OF SAID BOGE LAKE ROAD; THENCE ALONG SAID CENTERLINE THE FOLLOWING THREE
COURSES: S32°29'58"E 310.28 FEET, AND S21°05'57"E 723.58 FEET, AND ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1432.9 FEET,
A CHORD BEARING S21°05'57"E 723.58 FEET; THENCE LEAVING SAID CENTERLINE OF SAID BOGE LAKE ROAD AND THE SWLY
PARCEL CONTAINING 45.85 ACRES OF LAND MORE OR LESS INCLUDING ALL THAT LAND LYING BETWEEN SAID TRAVERSE LINE AND THE SWLY
EDGE OF WATER OF SAID UN-NAMED LAKE; SAID PARCEL ALSO BEING SUBJECT TO AND HAVING THE USE OF BOGE LAKE ROAD, SO-CALLED.

- SHEET INDEX**
- 1. COVER SHEET
 - 2. SURVEY PLAN
 - 3. SITE AND UTILITY PLAN
 - 4. FLOOD PLAN PLAN

PROPOSED FUTURE EXPANSION

PARCEL OF LAND LOCATED IN THE N 1/2 OF SECTION 28, 12N-48E, WHITE LAKE TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING
AT THE N 1/4 CORNER OF SAID SECTION 28; THENCE S07°49'34"W 1319.49 FEET TO THE W 1/8 LINE OF SECTION; THENCE S02°10'22"E ALONG
SAID W 1/8 LINE; THENCE S10°46'14"E TO THE E 1/4 LINE OF SECTION 28; THENCE N88°31'59"E, ALONG SAID W 1/4 LINE 2307.33 FEET TO THE WEST
CORNER OF SAID SECTION 28; THENCE S07°54'40"W 1324.74 FEET; THENCE S07°54'40"W 1324.74 FEET; THENCE S07°54'40"W 1324.74 FEET;
RADIUS OF 120.00 FEET, A CORNER BEARING S07°54'40"W 1324.74 FEET; THENCE S07°54'40"W 1324.74 FEET; THENCE S07°54'40"W 1324.74 FEET;
180.58 FEET TO A POINT ON TRAVERSE LINE ALONG THE WESTERN SHORE OF AN UN-NAMED LAKE; THENCE ALONG SAID TRAVERSE LINE THE
FOLLOWING TWELVE COURSES: S52°23'11"E 1110.00 FEET, AND S78°05'50"E 162.49 FEET, AND S07°20'44"E 29.00 FEET, AND S21°17'42"E 80.66 FEET,
AND CONTINUING ALONG SAID TRAVERSE LINE AND NEARBY TO SAID LAKE 517°38'51"W 53.85 FEET, AND N89°05'47"E 67.88 FEET, AND N02°46'32"E 18.34 FEET,
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PARCEL CONTAINING 45.85 ACRES OF LAND MORE OR LESS INCLUDING ALL THAT LAND LYING BETWEEN SAID TRAVERSE LINE AND THE SWLY
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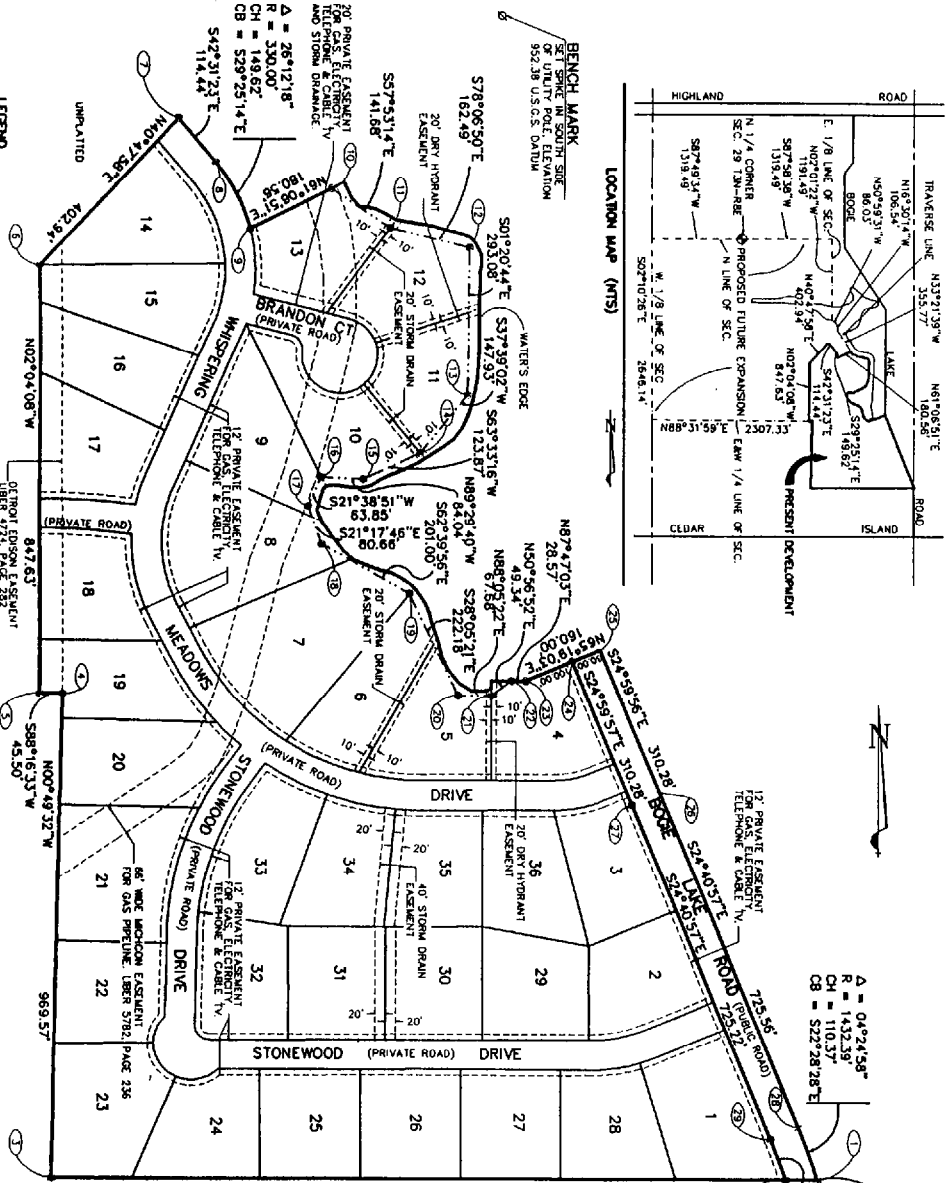
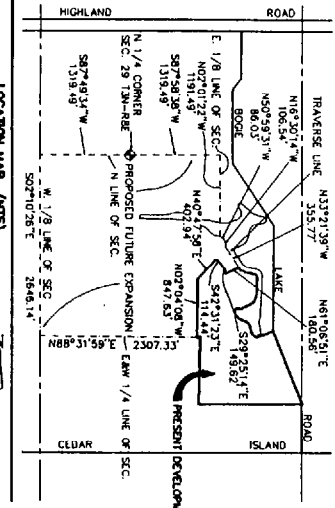


JOSEPH A. WIZNYAULTYS, L.S.
STATE OF MICHIGAN
DATE: _____
BY: *Joseph A. Wiznyaultys*

CORNERSTONE
SURVEYING AND ENGINEERING, INC.
10000 WOODLAND DRIVE
ANN ARBOR, MI 48106
SHEET 1 OF 4 SHEETS

WHISPERING MEADOWS CONDOMINIUM

LOCATED IN SECTION 29, T1N-88E, WHITE LAKE TOWNSHIP, OAKLAND COUNTY, MICHIGAN



LEGEND

- CONDOMINIUM LIMITS
- UNIT LINES
- EASEMENT LINES
- PROPOSED FUTURE EXPANSION LINES
- SET MONUMENT
- CO-ORIGINATE POINT

UNPLATTED

SCALE

1" = 100'

POINT CO-ORDINATE TABLE

POINT NO.	N	E	POINT NO.	N	E
1	4382.52	5232.48	21	4382.52	5232.48
2	4382.52	5232.48	22	4382.52	5232.48
3	4382.52	5232.48	23	4382.52	5232.48
4	4382.52	5232.48	24	4382.52	5232.48
5	4382.52	5232.48	25	4382.52	5232.48
6	4382.52	5232.48	26	4382.52	5232.48
7	4382.52	5232.48	27	4382.52	5232.48
8	4382.52	5232.48	28	4382.52	5232.48
9	4382.52	5232.48	29	4382.52	5232.48
10	4382.52	5232.48	30	4382.52	5232.48
11	4382.52	5232.48	31	4382.52	5232.48
12	4382.52	5232.48	32	4382.52	5232.48
13	4382.52	5232.48	33	4382.52	5232.48
14	4382.52	5232.48	34	4382.52	5232.48
15	4382.52	5232.48	35	4382.52	5232.48
16	4382.52	5232.48	36	4382.52	5232.48
17	4382.52	5232.48			
18	4382.52	5232.48			
19	4382.52	5232.48			
20	4382.52	5232.48			
21	4382.52	5232.48			
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27	4382.52	5232.48			
28	4382.52	5232.48			
29	4382.52	5232.48			
30	4382.52	5232.48			
31	4382.52	5232.48			
32	4382.52	5232.48			
33	4382.52	5232.48			
34	4382.52	5232.48			
35	4382.52	5232.48			
36	4382.52	5232.48			

SURVEYOR'S CERTIFICATE

I, JOSEPH A. WIZNALUTS, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS "WHISPERING MEADOWS CONDOMINIUM, OAKLAND COUNTY, MICHIGAN" WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE PROVISIONS OF THE MICHIGAN CONDOMINIUM ACT, PUBLIC ACT 142 OF 1978, AND THAT THERE ARE NO EXISTING ENCUMBRANCES UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.

THAT THE REQUIRED MONUMENTS AND IRON SURVEYS HAVE BEEN LOCATED IN THE FIELD AND THE NECESSARY FIELD NOTES AND CALCULATIONS HAVE BEEN MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE MICHIGAN SURVEYING BOARD AND THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES AND REGULATIONS OF THE MICHIGAN SURVEYING BOARD AND THAT THE BEARINGS, AS SHOWN, ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES AND REGULATIONS UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

DATE: 10/14/94

JOSEPH A. WIZNALUTS, L.S.

REGISTERED SURVEYOR NO. 27850

STATE OF MICHIGAN

CORNERSTONE SURVEYING AND ENGINEERING, INC.

212 SILVER LAKE ROAD

FENTON, MICHIGAN 48430

CORNERSTONE SURVEYING AND ENGINEERING, INC.

PROPOSED (10-20-12)

DATE: 10/14/94

SCALE: 1" = 100'

LIBR 1306320739

WHISPERING MEADOWS CONDOMINIUM

LOCATED IN SECTION 29, 13N-48E, WHITE LAKE TOWNSHIP, OAKLAND COUNTY, MICHIGAN



LEGEND

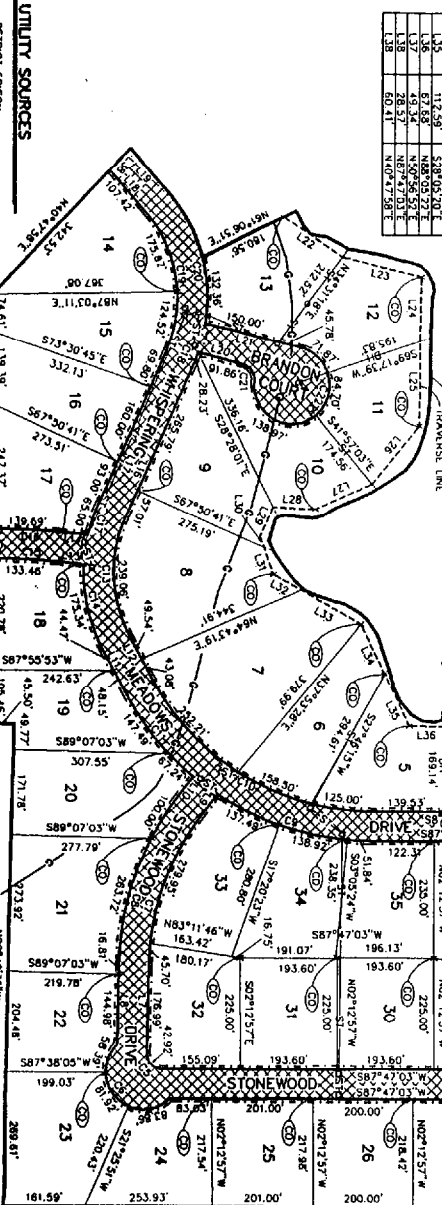
- GENERAL COMMON ELEMENT AREA
- CONDOMINIUM UNITS
- TRAVERSE LINE
- UNIT LIMITS
- GAS PILING
- STORM DRAIN LINE
- DRY HYDRANT LINE
- HIGH VOLTAGE POWER LINES
- GAS, ELECTRIC, TELEPHONE & CATV (SAME TRENCH)
- CURVE NUMBER
- LINE NUMBER
- CO-ORGANIC POINT LOCATION

LINE DATA TABLE

LINE	DISTANCE	BEARING
1	49.00	S33°19.01'W
2	150.00	S54°49.03'W
3	150.00	S54°49.03'W
4	150.00	S54°49.03'W
5	150.00	S54°49.03'W
6	150.00	S54°49.03'W
7	150.00	S54°49.03'W
8	150.00	S54°49.03'W
9	150.00	S54°49.03'W
10	150.00	S54°49.03'W
11	150.00	S54°49.03'W
12	150.00	S54°49.03'W
13	150.00	S54°49.03'W
14	150.00	S54°49.03'W
15	150.00	S54°49.03'W
16	150.00	S54°49.03'W
17	150.00	S54°49.03'W
18	150.00	S54°49.03'W
19	150.00	S54°49.03'W
20	150.00	S54°49.03'W
21	150.00	S54°49.03'W
22	150.00	S54°49.03'W
23	150.00	S54°49.03'W
24	150.00	S54°49.03'W
25	150.00	S54°49.03'W
26	150.00	S54°49.03'W
27	150.00	S54°49.03'W
28	150.00	S54°49.03'W
29	150.00	S54°49.03'W
30	150.00	S54°49.03'W
31	150.00	S54°49.03'W
32	150.00	S54°49.03'W
33	150.00	S54°49.03'W
34	150.00	S54°49.03'W
35	150.00	S54°49.03'W
36	150.00	S54°49.03'W
37	150.00	S54°49.03'W
38	150.00	S54°49.03'W
39	150.00	S54°49.03'W
40	150.00	S54°49.03'W

CURVE DATA TABLE

CURVE	RADIUS	CHORD	BEARING	CENTRAL ANGLE
C1	250.00'	77.92'	N75°33.03'E	22°28.00'
C2	250.00'	77.92'	N75°33.03'E	22°28.00'
C3	250.00'	77.92'	N75°33.03'E	22°28.00'
C4	250.00'	77.92'	N75°33.03'E	22°28.00'
C5	250.00'	77.92'	N75°33.03'E	22°28.00'
C6	250.00'	77.92'	N75°33.03'E	22°28.00'
C7	250.00'	77.92'	N75°33.03'E	22°28.00'
C8	250.00'	77.92'	N75°33.03'E	22°28.00'
C9	250.00'	77.92'	N75°33.03'E	22°28.00'
C10	250.00'	77.92'	N75°33.03'E	22°28.00'
C11	250.00'	77.92'	N75°33.03'E	22°28.00'
C12	250.00'	77.92'	N75°33.03'E	22°28.00'
C13	250.00'	77.92'	N75°33.03'E	22°28.00'
C14	250.00'	77.92'	N75°33.03'E	22°28.00'
C15	250.00'	77.92'	N75°33.03'E	22°28.00'
C16	250.00'	77.92'	N75°33.03'E	22°28.00'
C17	250.00'	77.92'	N75°33.03'E	22°28.00'
C18	250.00'	77.92'	N75°33.03'E	22°28.00'
C19	250.00'	77.92'	N75°33.03'E	22°28.00'
C20	250.00'	77.92'	N75°33.03'E	22°28.00'
C21	250.00'	77.92'	N75°33.03'E	22°28.00'
C22	250.00'	77.92'	N75°33.03'E	22°28.00'
C23	250.00'	77.92'	N75°33.03'E	22°28.00'
C24	250.00'	77.92'	N75°33.03'E	22°28.00'
C25	250.00'	77.92'	N75°33.03'E	22°28.00'
C26	250.00'	77.92'	N75°33.03'E	22°28.00'
C27	250.00'	77.92'	N75°33.03'E	22°28.00'
C28	250.00'	77.92'	N75°33.03'E	22°28.00'
C29	250.00'	77.92'	N75°33.03'E	22°28.00'
C30	250.00'	77.92'	N75°33.03'E	22°28.00'
C31	250.00'	77.92'	N75°33.03'E	22°28.00'
C32	250.00'	77.92'	N75°33.03'E	22°28.00'
C33	250.00'	77.92'	N75°33.03'E	22°28.00'
C34	250.00'	77.92'	N75°33.03'E	22°28.00'
C35	250.00'	77.92'	N75°33.03'E	22°28.00'
C36	250.00'	77.92'	N75°33.03'E	22°28.00'
C37	250.00'	77.92'	N75°33.03'E	22°28.00'
C38	250.00'	77.92'	N75°33.03'E	22°28.00'
C39	250.00'	77.92'	N75°33.03'E	22°28.00'
C40	250.00'	77.92'	N75°33.03'E	22°28.00'



UTILITY SOURCES

DETROIT Edison
2000 2ND AVENUE
DETROIT MI, 48226

MICHIGAN CONSTRUCTION CAS CO
500 BRIMWOOD
DETROIT, MICHIGAN

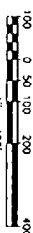
CIE
7283 DAWSON RD
DAWSON, MI 48423

PRECIATER WFOA CABLE
3186 WATLIN RD
WALLED LAKE, MICHIGAN

NOTES:

1. THE TOP AND BOTTOM LIMITS OF OWNERSHIP ARE PARALLEL TO EACH OTHER AND ARE PERPENDICULAR TO THE VERTICAL LIMITS OF OWNERSHIP.
2. ALL ROADS AND UTILITIES MUST BE BUILT. ALL OTHER IMPROVEMENTS AND UTILITIES NEED NOT BE BUILT.
3. ALL ELEVATIONS ARE BASED ON U.S.G.S DATA.
4. THE 1984 COMMON ELEMENTS ARE THE USE OF COMMON ELEMENTS & WATERMAIN.

SITE AND UTILITY PLAN



UNIT DATA TABLE

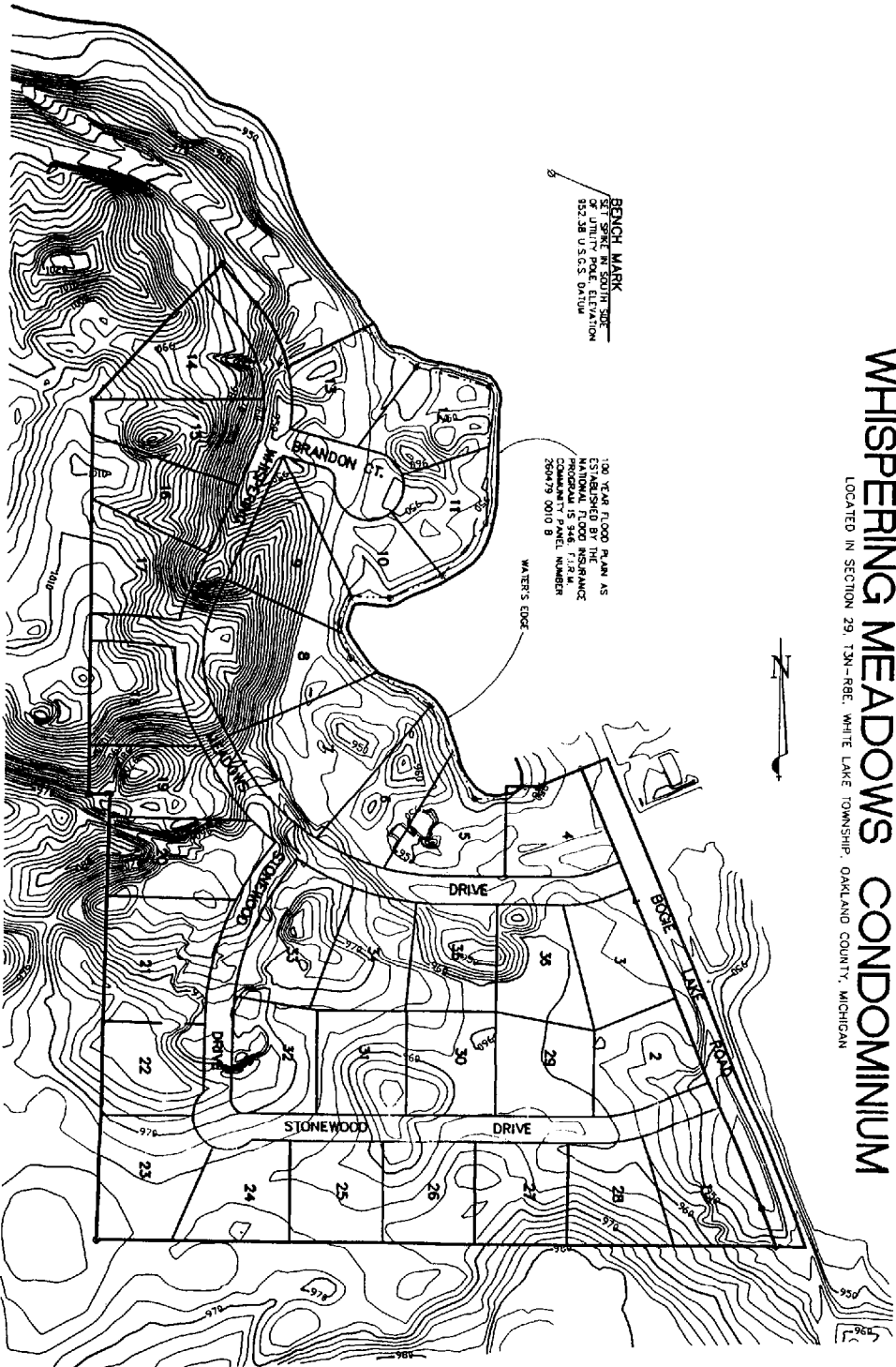
UNIT #	AREA	CO-ORGANIC POINT
1	53.75 SF	N 37°17'0" E 633.18'
2	44.72 SF	N 44°12'0" E 608.82'
3	44.72 SF	N 44°12'0" E 608.82'
4	44.31 SF	N 38°31'9" E 577.18'
5	44.31 SF	N 38°31'9" E 577.18'
6	78.42 SF	N 41°18'0" E 549.46'
7	78.42 SF	N 41°18'0" E 549.46'
8	79.91 SF	N 47°12'0" E 549.46'
9	49.85 SF	N 48°59'3" E 529.13'
10	49.85 SF	N 48°59'3" E 529.13'
11	41.87 SF	N 44°20'0" E 529.13'
12	41.87 SF	N 44°20'0" E 529.13'
13	49.48 SF	N 49°19'2" E 548.13'
14	49.48 SF	N 49°19'2" E 548.13'
15	50.75 SF	N 47°12'0" E 529.13'
16	41.83 SF	N 44°20'0" E 529.13'
17	44.29 SF	N 42°00'0" E 508.24'
18	41.83 SF	N 42°00'0" E 508.24'
19	41.83 SF	N 42°00'0" E 508.24'
20	54.80 SF	N 38°51'0" E 529.13'
21	54.80 SF	N 38°51'0" E 529.13'
22	43.40 SF	N 34°04'9" E 529.13'
23	43.40 SF	N 34°04'9" E 529.13'
24	43.40 SF	N 34°04'9" E 529.13'
25	43.40 SF	N 34°04'9" E 529.13'
26	43.40 SF	N 34°04'9" E 529.13'
27	43.40 SF	N 34°04'9" E 529.13'
28	43.40 SF	N 34°04'9" E 529.13'
29	43.40 SF	N 34°04'9" E 529.13'
30	43.40 SF	N 34°04'9" E 529.13'
31	43.40 SF	N 34°04'9" E 529.13'
32	43.40 SF	N 34°04'9" E 529.13'
33	43.40 SF	N 34°04'9" E 529.13'
34	43.40 SF	N 34°04'9" E 529.13'
35	43.40 SF	N 34°04'9" E 529.13'
36	43.40 SF	N 34°04'9" E 529.13'

CORNERSTONE SURVEYING AND ENGINEERING, INC.
1101 L...
STATE OF MICHIGAN



WHISPERING MEADOWS CONDOMINIUM

LOCATED IN SECTION 29, T3N-R8E, WHITE LAKE TOWNSHIP, OAKLAND COUNTY, MICHIGAN



100 YEAR FLOOD PLAIN AS ESTABLISHED BY THE NATIONAL FLOOD INSURANCE COMMUNITY PANEL NUMBER 350479 0010 B

WATER'S EDGE

BENCH MARK OF STATE MOUNTAIN SURVEY OF UTILITY POLE, ELEVATION 1322.28 U.S.C.S. DATUM

LEGEND
CONDOMINIUM UNITS
DRIVE LINES

FLOOD PLAIN PLAN

DATE: 1/11/11
DESIGN & MATERIALS: J.S.
LICENSED SURVEYOR NO. 21783
STATE OF MICHIGAN



CORNERSTONE
SURVEYING AND ENGINEERING, INC.
PROPOSED: (10-20-20)
10000 W. LANSING AVENUE, SUITE 100
LANSING, MI 48204

OIL & GAS DRILLING DEVELOPMENT AND PRODUCTION

Wells drilled for the purpose of producing oil and/or gas are divided into two basic categories called exploratory and developmental wells. The national average for successful exploratory wells, i.e., those capable of producing commercial quantities of oil and/or gas, is approximately 25 percent. Conversely, the success ratio of developmental wells can be as high as 75 percent depending on the geologic characteristics of the target horizons. The drilling of both exploratory and developmental wells requires the temporary use of a surface area of approximately two acres. Completely portable drilling equipment is moved onto the drill site for the purpose of drilling beneath the earth's surface to test geologic traps that may contain oil and/or gas. The length of time that is required to drill a well is primarily dependent on the depth the well is to be drilled. In the Michigan Basin, the majority of individual wells can be drilled within a two-week time period. As previously indicated, most wells result in the drilling of a dry hole, after which the well is plugged, and the drilling rig is removed from the site so that the surface can be restored and seeded. The remaining wells are those that are considered to have encountered oil and/or gas accumulations of commercial significance. In these situations, the drilling rig is also removed from the site and a temporary production facility is installed to facilitate the extraction of the oil and/or gas from beneath the earth's surface. The type of production facility constructed is dependent upon whether or not the well encountered an accumulation that is predominately oil or gas. In the former case, the facility will consist of a wellhead; heater treater and separator for the purpose of segregating fluids that are produced from the well; a tank battery for storage of the produced fluids; and a flare

stack for the purpose of burning noncommercial quantities of associated gas. The facility may also require the installation of a pump jack used to pump oil from beneath the earth's surface in the event that there is insufficient reservoir energy to flow the oil to the surface. Nearly all oil wells require the installation of a pump jack at some point in time during their productive life. In addition to the aforementioned surface equipment, some above ground piping is required so that the produced fluid can be transported from the well head to its appropriate location within the facility. In most cases, a single oil well production facility can be constructed within the same area cleared for the purpose of drilling the well. In the event that an oil well is capable of producing commercial quantities of gas, a refrigeration/stripping facility; dehydration unit; and an additional tank for the purpose of storing liquid hydrocarbons stripped from the gas will be installed at the facility site, in which case the associated gas will no longer be flared but will be sold to a local gas distribution company for industrial and/or domestic consumption. Should the drilling of a well result in the discovery or development of commercial quantities of gas, the drilling rig will, as in the case of an oil well, be removed from the drill site and a temporary gas production facility constructed. The typical gas production facility consists of a wellhead, a refrigeration/stripping plant used to remove liquid hydrocarbons from the gas, a dehydration unit used for the purpose of removing water vapor from the gas, and a tank battery used to store liquid hydrocarbons recovered from the stripping plant and/or produced water. In addition, a certain amount of piping is required for the purpose of transporting the gas from the wellhead to the various pieces of surface processing equipment and ultimately to a gas sales line which flows to a variety of distribution lines

that are located throughout the country. As the pressure of the gas reservoir declines, most facilities require the installation of a gas compressor. The compressor is used to increase the pressure of the gas that is produced from the well so that after processing it can be flowed into the high-pressure gas sales line. After production from both oil and gas producing facilities reaches noncommercial levels, the surface equipment is removed; the well is plugged and the surface is restored; so that, in most cases, the land use previous to the development of the oil and/or gas reserves may resume.

H2S

To date, there are no oil and/or gas wells in the vicinity of the White Lake 29 area that under DNR regulations would require classification as H2S wells, nor are any such wells anticipated. In any case, the release of gas (whether containing H2S or not) into the atmosphere during drilling or production operations is strictly prohibited by the DNR and Act 61.

In the event that gas containing H2S is anticipated during the drilling of a well, all equipment involved in the drilling operations must meet special MACE standard MR-01-75, entitled "Sulfide Stress Cracking Resistant Metallic Material for Oil Field Equipment". In addition, all drilling rigs are specially equipped to divert any gas that reaches the earth's surface during drilling to a flare stack where it is burned, thereby eliminating nearly all of the potentially dangerous effects of gas containing H2S.

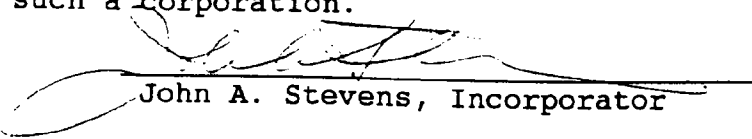
Consequently, a hazardous release of H2S during drilling operations is highly unlikely.

WHISPERING MEADOWS ARTICLES OF INCORPORATION

ARTICLE II

The purpose or purposes for which the corporation is formed are as follows:

- A) To manage and administer the affairs of and to maintain Whispering Meadows Condominium (hereinafter "Condominium.")
- B) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association;
- C) To carry insurance and to collect and allocate the proceeds thereof;
- D) To rebuild improvements after casualty;
- E) To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance, and administration of the Condominium;
- F) To make and enforce reasonable regulations concerning the use and enjoyment of the Condominium;
- G) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, lease (as landlord or tenant), or otherwise grant interests in any real or personal property, whether or not contiguous to the Condominium, for the purpose of providing benefit to the members of the Association and in furtherance of any of the purposes of the Association. Not in limitation of the foregoing, the Association may acquire and own the units in the Condominium;
- H) To borrow money and issue evidences of indebtedness and furtherance of any or all of the objects of its business; to secure the same by the mortgage, pledge or other lien;
- I) To enforce the provisions of the Master Deed, Condominium By-laws and corporate By-Laws and of these Articles of Incorporation and such rules and regulations of the Association as may hereafter be adopted;
- J) To do anything required of or permitted to the Association as Administrator of the Condominium by the Condominium Master Deed or By-laws or by Act No. 59 of Public Acts of Michigan of 1978, as from time to time amended;
- K) In general, to enter into any kind of activity; to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, repair, replacement and operation of said Condominium to the accomplishment of any of the purposes thereof and to take any action as allowed under the Michigan Nonprofit Corporation Act by such a corporation.



John A. Stevens, Incorporator

ARTICLE VI

The name and address of the first Board of Directors is as follows:
Klark Koby, 7527 Koby Court, White Lake, Michigan 48383.

ARTICLE VII

The Term of corporate existence is perpetual.

ARTICLE VIII

The qualifications of members, the manner of their admission to the Association, the termination of membership, and voting by such members shall be as follows:

A) Each co-owner of a unit in the Condominium (as co-owner is defined in the Master Deed) shall be a member of the Association, and no other person or entity shall be entitled to membership. The developer named in the Condominium Master Deed and any successor developer approved by the State of Michigan, shall be a member of the Association until all units have been conveyed to individual purchasers.

B) Membership in the Association by persons other than the developer shall be established by acquisition of ownership of a unit in the Condominium and by recording with the Register of Deeds in the County where the Condominium is located a Deed or other instrument establishing a change of ownership of the unit and the furnishing of evidence of such change of ownership satisfactory to the Association, the new co-owner thereby becoming a member of the Association and the member of the prior co-owner thereby being terminated.

C) The share of a member in the funds and assets of the Association or other rights of membership can not be assigned, pledged, incumbered, or transferred in any manner except as an appurtenance to the Condominium unit.

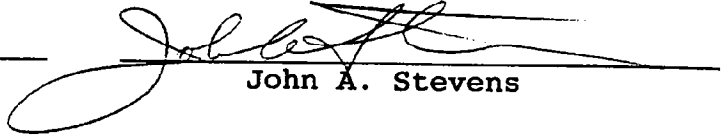
D) Voting by members shall be in accordance with the provisions of the Master Deed and By-laws of this corporation.

ARTICLE IX

No volunteer director, as that term is defined in Act 162, Public Acts of 1982, as amended ("Act"), shall be personally liable to the corporation or its members for monetary damages for breach of fiduciary duty as a director, provided that the foregoing shall not eliminate the liability of a director for any of the following: (i) breach of the director's duty of loyalty to the corporation or its members; (ii) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law; (iii) a violation of Section 551(1) of the Act; (iv) a transaction from which the director derived an improper personal benefit; or (v) an act or omission that is grossly negligent. If the Act hereafter is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the corporation, in

addition to the limitation on personal liability contained herein, shall be limited to the fullest extent permitted by the amended Act. No amendment or repeal of this Article IX shall apply to or have any effect on the liability of any director of the corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

I the incorporator sign my name this 30th day of October, 1992.



John A. Stevens

DOCUMENT WILL BE RETURNED TO NAME AND MAILING ADDRESS INDICATED IN THE BOX BELOW. Include name, street and number (or P.O. box), city, state and ZIP code.

John A. Stevens
2555 Crooks Road, Suite 200
Troy, Michigan 48084

Telephone: _____ (313)
Area Code _____
Number 643-7900

INFORMATION AND INSTRUCTIONS

1. Submit one original copy of this document. Upon filing, a microfilm copy will be prepared for the records of the Corporation and Securities Bureau. The original copy will be returned to the address appearing in the box above as evidence of filing.
Since this document must be microfilmed, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.
2. This document is to be used pursuant to the provisions of Act 162, P.A. of 1982 by one or more persons for the purpose of forming a domestic nonprofit corporation.
3. Article II — The specific purpose for which the corporation is organized must be included. It is not sufficient to state that the corporation may engage in any activity within the purposes for which corporations may be organized under the Act.
4. Article III — Complete item III(1) or III(2) as appropriate, but not both.
5. Article IV — A post office box may not be designated as the street address of the registered office. The mailing address may differ from the address of the registered office only if a post office box address in the same city as the registered office is designated as the mailing address.
6. Article V — The Act requires one or more incorporators. The addresses should include a street number and name (or other designation), city and state.
7. This document is effective on the date approved and filed by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated as an additional article.
8. This document must be signed in ink by each incorporator. However, if there are 3 or more incorporators, they may, by resolution adopted at the organizational meeting by a written instrument, designate one of them to sign the articles of incorporation on behalf of all of them. In such event, these articles of incorporation must be accompanied by a copy of the resolution duly certified by the acting secretary at the organizational meeting and a statement must be placed in the articles incorporating that resolution into them.
9. FEES: Filing fee \$10.00
Franchise fee \$10.00
Total fees (Make remittance payable to State of Michigan) .. \$20.00
10. Mail form and fee to:
Michigan Department of Commerce
Corporation and Securities Bureau
Corporation Division
P.O. Box 30054
Lansing, MI 48909
Telephone: (517) 373-0493

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION		Date Received	
FILED NOV 30 1992 Administrator MICHIGAN DEPARTMENT OF COMMERCE Corporation & Securities Bureau		NOV 04 1992	
CORPORATION IDENTIFICATION NUMBER		7 6 7 - 4 0 8	

ARTICLES OF INCORPORATION

For use by Domestic Nonprofit Corporations

(Please read instructions on last page before completing form)

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is:

WHISPERING MEADOWS ASSOCIATION ✓

ARTICLE II

The purpose or purposes for which the corporation is organized are:

See those purposes set forth on Page 3 of these Articles of Incorporation.

ARTICLE III

The corporation is organized upon a nonstock (membership) basis.
(stock or nonstock)

1. If organized on a stock basis, the aggregate number of shares which the corporation has authority to issue is N/A. If the shares are, or are to be, divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences and limitations of the shares of each class are as follows:

dr

ARTICLE III

2. If organized on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")

Real Property: None
Personal Property: None

and the description and value of its personal property assets are: (if none, insert "none")
None

The corporation is to be financed under the following general plan:

Periodic assessment of members

The corporation is organized on a membership basis.
(membership or directorship)

ARTICLE IV

1. The address of the registered office is:

2555 Crooks Road, Suite 200 Troy, Michigan 48084
(Street Address) (City) (ZIP Code)

2. The mailing address of the registered office if different than above:

same as above
(P.O. Box) (City) (ZIP Code)

3. The name of the resident agent at the registered office is:

John A. Stevens

ARTICLE V

The name(s) and address(es) of all the incorporator(s) is (are) as follows:

Name

Residence or Business Address

John A. Stevens

MATHESON, PARR, SCHULER, EWALD, ESTER,
& JOLLY

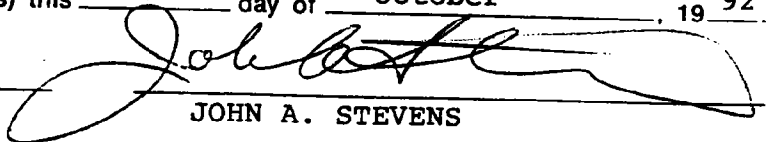
2555 Crooks Road, Suite 200

Troy, Michigan 48084

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

Articles II, VI, VII, VIII and IX set forth in the attached pages 3-5.

I (We), the incorporator(s) sign my (our) name(s) this 30th day of October, 19 92



JOHN A. STEVENS

ESCROW AGREEMENT

THIS AGREEMENT is entered into this day of November, 1992, between INNOVATIVE LAND DEVELOPMENTS, INC. a Michigan corporation ("Developer"), and FIRST AMERICAN TITLE INSURANCE COMPANY by its designee METROPOLITAN TITLE COMPANY ("Escrow Agent").

WHEREAS, Developer has established or will establish WHISPERING MEADOWS CONDOMINIUM in Oakland County, Michigan, as a Condominium Project under the Michigan Condominium Act, as amended (hereinafter the "Act"); and

WHEREAS, Developer is selling Condominium Units in WHISPERING MEADOWS CONDOMINIUM and is entering into Purchase Agreements with Purchasers for such units in substantially the form attached hereto, and each Purchase Agreement requires that all deposits made under such Agreement be held in an escrow account with an Escrow Agent; and

WHEREAS, the parties hereto desire to enter into an Escrow Agreement to establish such an escrow account for the benefit of Developer and for the benefit of each Purchaser (hereinafter called "Purchaser") who makes deposits under a Purchase Agreement;

NOW, THEREFORE, it is agreed as follows:

1. Developer shall, promptly after receipt, transmit to Escrow Agent all sums deposited with it under a Purchase Agreement together with a fully executed copy of such Agreement and a receipt from Purchaser showing Purchaser's receipt of the required documents pursuant to the Michigan Condominium Act. The Master Deed and Purchase Agreement form for this Condominium Project are attached hereto and shall not be amended or modified without Escrow Agent's consent in any manner which will, in the opinion of Escrow Agent, materially change its duties or increase its liabilities. Without limiting the foregoing statement, the Condominium Subdivision Plan may not be amended to label any structure or improvement as "MUST BE BUILT" without Escrow Agent's consent.

2. The sums paid to Escrow Agent under the terms of any Purchase Agreement shall be held and released to Developer or Purchaser only upon the conditions hereinafter set forth.

3. A. Withdrawal by Purchaser. The escrow funds shall be released to Purchaser under the following circumstances:

(1) If the Purchase Agreement is contingent upon Purchaser obtaining a mortgage and Purchaser fails to do so as provided therein, Escrow Agent shall release to Purchaser all sums held by it pursuant to said Agreement.

(2) In the event that a Purchaser duly withdraws from a Purchase Agreement prior to the time that said Agreement becomes binding under Paragraph 7 thereof, or withdraws from the Agreement pursuant to Paragraph 3 thereof because

Developer fails to complete the unit within the time period stated therein, or withdraws from the Agreement pursuant to Paragraph 5 thereof because an amendment to the condominium documents has materially reduced Purchaser's rights, then Escrow Agent shall, within three (3) business days from the date of receipt of notice of such withdrawal, release to Purchaser all of Purchaser's deposits held thereunder.

(3) If, however, Developer files with Escrow Agent a written objection to the withdrawal request of Purchaser, which objection claims an interest in the sums held pursuant to the Purchase Agreement, Escrow Agent shall hold or dispose funds pursuant to Paragraph 12 hereof.

B. Default by Purchaser. If, after a Purchase Agreement has become binding in accordance with Paragraph 6 thereof, a Purchaser defaults in making any payments required by the Purchase Agreement or in fulfilling any other obligations thereunder for a period of ten (10) days after written notice by Developer to Purchaser, Escrow Agent shall release sums held pursuant to the Purchase Agreement to Developer in accordance with and subject to the ten (10%) percent limitation on liquidated damages stated in Paragraph 8 of the Purchase Agreement. If, however, Purchaser files with Escrow Agent a written objection to the withdrawal request of Developer, which objection claims an interest in the sums held pursuant to the Purchase Agreement, Escrow Agent shall hold or dispose funds pursuant to Paragraph 12 hereof.

4. Except as provided above and in Paragraph 6 below, each Purchaser's deposit shall be retained in escrow and shall be released to Developer only upon all of the following:

A. Conveyance of legal or equitable title to the unit to the Purchaser; and

B. Receipt by the Escrow Agent of a certificate signed by a licensed professional engineer or architect either confirming that those portions of the phase of the project in which the condominium unit is located and which on the Condominium Subdivision Plan are labeled "MUST BE BUILT" are substantially complete, or determining the amount necessary for substantial completion thereof; and

C. Receipt by the Escrow Agent of a certificate signed by a licensed professional engineer or architect either confirming that such recreational or other facilities and all other common areas intended for common use which on the Condominium Subdivision Plan are labeled "MUST BE BUILT," whether located within or outside of the phase of the project in which the condominium unit is located, and which are intended for common use, are substantially complete, or determining the amount necessary for substantial completion thereof.

5.

A. Substantial completion and the estimated cost for substantial completion of the items described in Subparagraphs 4C and 4D above and in Paragraph 7 below shall be determined by a licensed professional engineer or architect, as provided in Subparagraph 5B below, subject to the following:

(1) Items referred to in Paragraph 4C shall be substantially complete only after all utility mains and leads, all major structural components of buildings, all building exteriors and all sidewalks, driveways, landscaping and access roads, to the extent such items are designated on the Condominium Subdivision Plan as "MUST BE BUILT," are substantially complete in accordance with the pertinent plans therefor.

(2) If the estimated cost of substantial completion of any of the items referred to in Subparagraphs 4C and 4D cannot be determined by a licensed professional engineer or architect due to the absence of plans, specifications, or other details that are sufficiently complete to enable such a determination to be made, such cost shall be the minimum expenditure specified in the recorded Master Deed or amendment for completion thereof. To the extent that any item referred to in Subparagraphs 4C and 4D is specifically depicted on the Condominium Subdivision Plan, an estimate of the cost of substantial completion prepared by a licensed professional engineer or architect shall be required in place of the minimum expenditure specified in the recorded Master Deed or amendment.

B. A structure, element, facility or other improvement shall be deemed to be substantially complete when it can be reasonably employed for its intended use and, for purposes of certification under this section, shall not be required to be constructed, installed, or furnished precisely in accordance with the specifications for the project. A certificate of substantial completion shall not be deemed to be a certification as to the quality of the items to which it relates.

6. Upon receipt of a certificate issued pursuant to Subparagraph 4C and/or 4D determining the amounts necessary for substantial completion, the Escrow Agent may release to the Developer all funds in escrow in excess of the amounts determined by the issuer of such certificate to be necessary for substantial completion. In addition, upon receipt by the Escrow Agent of a certificate signed by a licensed professional engineer or architect confirming substantial completion in accordance with the pertinent plans of an item for which funds have been deposited in escrow, the Escrow Agent shall release to the Developer the amount of such funds specified by the issuer of the certificate as being attributable to such substantially completed item. However, if the amounts remaining in escrow after such partial release would be insufficient, in the opinion of the issuer of such

certificate, for substantial completion of any remaining incomplete items for which funds have been deposited in escrow, only the amount in escrow in excess of such estimated cost to substantially complete shall be released by the Escrow Agent to the Developer. Notwithstanding a release of escrow funds that is authorized or required by this paragraph, Escrow Agent may refuse to release funds from an escrow account if the Escrow Agent, in its judgment, has sufficient cause to believe the certificate confirming substantial completion or determining the amount necessary for substantial completion is fraudulent or without factual basis.

7. Not earlier than nine (9) months after closing the sale of the first unit in a phase of a condominium project for which escrowed funds have been retained under Subparagraph 4C or for which security has been provided under Paragraph 6, an Escrow Agent, upon the request of the Condominium Association or any interested co-owner, shall notify the Developer of the amount of funds deposited under Subparagraph 4C or security provided under Paragraph 6 for such purpose that remains, and of the date determined under this paragraph upon which those funds can be released. In the case of a recreational facility or any and all other common areas intended for general common use, if any are specifically provided in the Master Deed, not earlier than nine (9) months after the date on which the facility was promised in the condominium documents to be completed by the Developer, an Escrow Agent, upon the request of the Association or any interested co-owner, shall notify the Developer of the amount of funds deposited under Subparagraph 4D or security provided under Paragraph 6 for such purpose that remains, and of the date determined under this paragraph upon which those funds can be released. Three (3) months after receipt of a request pertaining to funds described in Subparagraph 4C and 4D, funds that have not yet been released to the Developer may be released by the Escrow Agent for the purpose of completing incomplete improvements for which the funds were originally retained, or for a purpose specified in a written agreement between the Association and the Developer entered into after the transitional control date, as defined by the Condominium Act. The Escrow Agent may release funds in the manner provided in such an agreement or may initiate an interpleader action and deposit retained funds with a court of competent jurisdiction. Any notice or request provided for in this paragraph shall be in writing.

8. If interest is paid on the deposits escrowed hereunder, that interest shall be released in the same manner as provided for release of funds in this agreement except that interest on funds refunded to a Purchaser upon withdrawal pursuant to Paragraph 2(b) or 7(b) of the Purchase Agreement shall be paid to the Developer. This Agreement does not obligate Escrow Agent to earn interest on any of the escrowed funds.

9. The Escrow Agent, in the performance of its duties under this Agreement, shall be deemed an independent party not acting as the agent of the Developer, any purchaser, co-owner, or other interested party. So long as the Escrow Agent relies upon any certificate, cost estimate, or determination made by a licensed professional engineer or

forth in this Agreement; and that by acceptance of this Agreement, Escrow Agent is acting in the capacity of a depository and is not, as such, responsible or liable for the sufficiency, correctness, genuineness or validity of the instruments submitted to it, or the marketability of title to any unit sold, unless insured by Escrow Agent. Escrow Agent is not responsible for the failure of any bank or savings and loan association used by it as an escrow depository for funds received by it under this Agreement. Further, Escrow Agent is not a guarantor of performance by Developer under the condominium documents or any Purchase Agreement; and Escrow Agent undertakes no responsibilities whatever with respect to the nature, extent or quality of such performance thereunder or with regard to the conformity of such performance to the terms of such documents, to the plans and specifications for the condominium, to local or state laws or in any other particular. So long as Escrow Agent relies in good faith upon any instrument, document or certificate of any kind, Escrow Agent shall have no liability whatever to Developer, any Purchaser or any other party for any error in such instrument, document or certificate. Escrow Agent's liability hereunder shall in all events be limited to return, to the parties entitled thereto, of the funds deposited in accordance with this Agreement, less any reasonable expenses which Escrow Agent may incur in the administration of such funds or otherwise hereunder including, without limitation, reasonable attorneys' fees and litigation expenses paid in connection with the defense, negotiation or analysis of claims against it, by reason of litigation or otherwise, arising out of the administration of such escrowed funds, all of which costs Escrow Agent shall be entitled without notice to deduct from amounts on deposit hereunder.

14. This Agreement may be amended by the parties hereto without the consent of any Purchaser or co-owner, provided that any amendment shall comply with the Condominium Act. No amendment shall materially diminish the right of any Purchaser to a refund of the Purchaser's deposit pursuant to the Purchase Agreement or materially diminish the Purchaser's right to have the deposit retained in escrow. Escrow Agent may designate a representative to administer escrow funds in the name, and on behalf, of Escrow Agent. With the consent of Developer, Escrow Agent may assign this Agreement, and any deposit made hereunder to any bank, savings and loan association, or title insurance company, licensed or authorized to do business in Michigan, as a successor Escrow Agent, and upon acceptance of such assignment by the successor Escrow Agent and transfer all deposits thereto. Escrow Agent shall be relieved of any further obligation or liability arising from this Agreement.

15. All notices required or permitted hereunder and all notices of change of address shall be deemed sufficient if personally delivered or sent by mail, postage prepaid, addressed to the recipient party at the address shown below such party's signature to this Agreement or upon any Purchase Agreement. For purposes of calculating time periods under the provisions of this Agreement, notice shall be

deemed effective upon mailing or personal delivery, whichever is earlier.

WITNESSED BY:

FOR WHISPERING MEADOWS CONDOMINIUM,
Its Developer, INNOVATIVE LAND
DEVELOPMENTS, INC., a Michigan
Corporation

By: _____

KLARK A. KOBY
Its: Vice President

DEVELOPER

FIRST AMERICAN TITLE INSURANCE
COMPANY by its Designee,
METROPOLITAN TITLE COMPANY

By: _____

ITS: _____

ESCROW AGENT

Date: _____

CONSENT TO SUBMISSION OF REAL PROPERTY PAID
TO CONDOMINIUM PROJECT NOV.05'92 10:51AM
2435 MISC 11.00

WHEREAS, INNOVATIVE LAND DEVELOPMENTS, INC., a Michigan corporation, as "Developer", intends to create WHISPERING MEADOWS CONDOMINIUM a site condominium project ("Condominium Project"), to initially include 36 units, by recordation in the office of the Oakland County Register of Deeds of a Master Deed, so that said project covers the property located in the Township of White Lake,

①

Part of the SE 1/4 of Section 29, T3N-R8E, White Lake Township, Oakland County, Michigan, described as: commencing at the southeast corner of said section; thence N 01°31'57" W 1229.33 feet along the centerline of Bogie Lake Road, so-called; thence N 10°53'58" W 466.26 feet to the point of beginning of this description on the centerline of Bogie Lake Road; thence from said point of beginning S87° 54'40" W 1528.74 feet; thence N 00°49'32" W 969.57 feet; thence S 88°16'33" W 45.50 feet; thence N 02°04'08" W 847.63 feet; thence N 40°47'58" E 402.94 feet; thence S 42°31'23" E 114.44 feet; thence on a curve to the right having a radius of 330.00 feet, a central angle of 26°12'18" and a chord bearing and distance of S 29°25'14" E 149.62 feet; thence N 61°06'51" E 180.56 feet to a point on a traverse line along the southwesterly shore of an un-named lake; thence along said traverse line the following twelve courses, S 57°53'14" E 141.68 feet, and S 78°06'50" E 162.49 feet, and S 01°20'44" E 293.08 feet, and S 37°39'02" W 147.93 feet, and S 63°33'16" W 123.87 feet, and N 89°29'40" W 84.04 feet, and S 21°38'51" W 63.85 feet, and S 21°17'46" E 80.66 feet, and continuing along said traverse line, S 62°39'56" E 201.00 feet, and S 28°05'21" E 222.18 feet, and N 88°05'22" E 67.68 feet, and N 50°56'52" E 49.34 feet; thence leaving said traverse line N 87°47'03" E 28.57 feet; thence N 65°19'03" E 160.00 feet to a point on the centerline of said Bogie Lake Road; thence along said centerline the following three courses, S 24°59'56" E 310.28 feet; and S 24°40'57" E 725.66 feet, and on a curve to the right having a

11.00
2.00

radius of 1432.39 feet, a central angle of 04°24'58", and a chord bearing and distance of S 22°28'28" E 110.37 feet to the point of beginning. Said parcel containing 45.85 acres of land more or less including all that land lying between said traverse line and the southwesterly edge of water of said un-named lake. Said parcel also being subject to and having the use of Bogie Lake Road, so-called.

12-29-476-011-NE1/4 12-29-476-014-SE1/4
12-29-476-012-NE1/4 12-29-476-015-SE1/4
12-29-476-013-SE1/4 12-29-229-001-NE1/4

WHEREAS, Richard D Bailey
("Purchaser(s)")

are purchasing the real property described in Exhibit A hereto from Developer as an individual lot ("lot") pursuant to a separate purchase agreement; and

WHEREAS, Purchasers understand and agree that it is a condition of that purchase agreement that said lot will be included within the proposed condominium project as Unit No. 4; and

WHEREAS, Purchasers have acknowledged receipt of a copy of the proposed Master Deed and Bylaws of the project and hereby agree and consent to the submission of lot "D" to the Condominium Project to be included as Unit No. 4; and

WHEREAS, Purchasers agree to execute any and such other documents upon the recording of the Master Deed of the Condominium Project as are necessary to ensure that lot "D" is included as a unit within the Condominium Project.

NOW, THEREFORE, the Purchasers hereby consent to the submission of the aforesaid lot to the Condominium Project as set forth in the Master Deed of WHISPERING MEADOWS CONDOMINIUM and further consent to the recordation of said Master Deed in the office of the Oakland County Register of Deeds.

WITNESSES:

Christina M. Schmitt
CHRISTINA M. SCHMITT

Tod W. Bailey
TOD W. BAILEY

PURCHASERS:

Richard D. Bailey
RICHARD D. BAILEY

Deborah A. Bailey
DEBORAH A. BAILEY

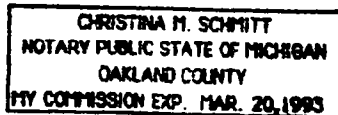
STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

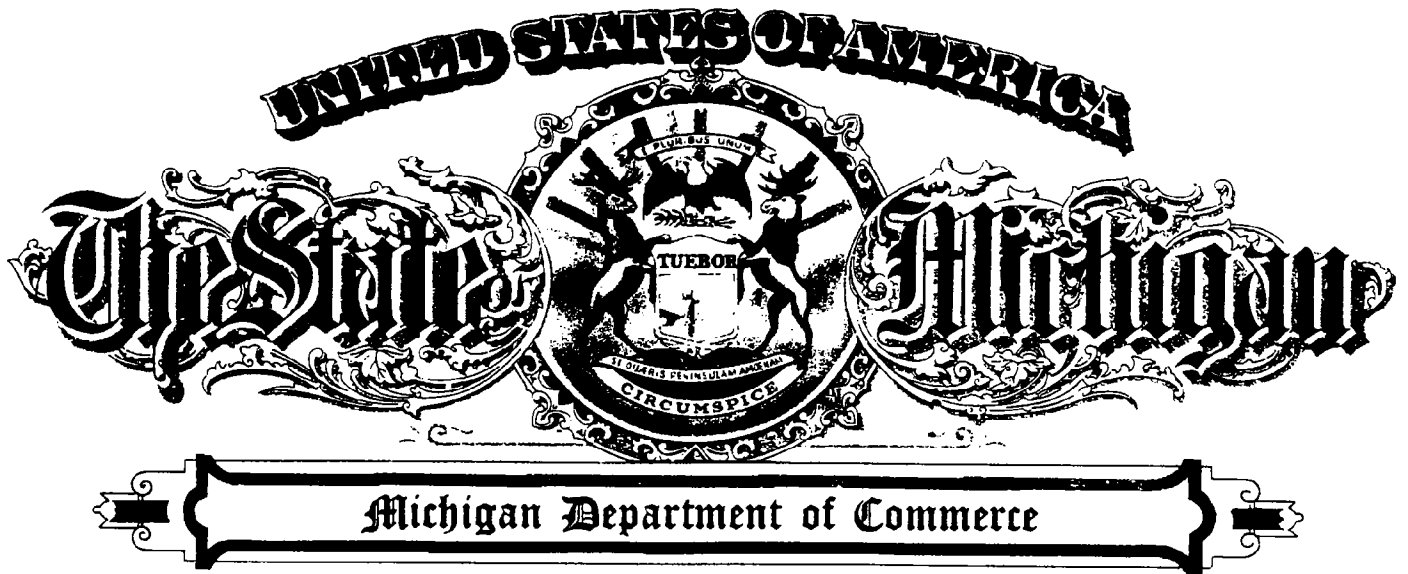
The foregoing instrument was acknowledged before me this 24th day of September, 1992, by

Christina M. Schmitt
CHRISTINA M. SCHMITT, Notary Public
OAKLAND County, Michigan
My Commission Expires:

Drafted by and return to:

JOHN A. STEVENS, ESQ.
2555 Crooks Road, Suite 200
Troy, Michigan 48084
(313) 643-7900





Lansing, Michigan

This is to Certify That Articles of Incorporation of

WHISPERING MEADOWS ASSOCIATION

were duly filed in this office on the 30TH day of NOVEMBER, 1992,
in conformity with Act 162, Public Acts of 1982.

*In testimony whereof, I have hereunto set my
hand and affixed the Seal of the Department,
in the City of Lansing, this 30TH day
of NOVEMBER, 1992*

CORPORATION AND SECURITIES BUREAU

Director

FIRST AMENDMENT TO MASTER DEED
OF
WHISPERING MEADOWS CONDOMINIUM

#36 REG/DEEDS PAID
DEC.18'92 09:13AM
2060 MISC 91.00

This First Amendment to Master Deed is made and executed on the 17th day of December, 1992, by INNOVATIVE LAND DEVELOPMENTS, INC., a Michigan corporation, hereinafter referred to as "DEVELOPER", represented herein by its Vice President, Klark Koby, who is fully empowered and qualified to act on behalf of said corporation in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of Public Acts of 1978, as amended)(hereinafter "Act").

W I T N E S S E T H

#36 REG/DEEDS PAID
DEC.18'92 09:13AM
2060 RMT FEE 2.00

WHEREAS, the DEVELOPER of WHISPERING MEADOWS CONDOMINIUM, a condominium project established pursuant to the Master Deed thereof dated October 30, 1992, and recorded November 5, 1992, in Liber 13063, Pages 715 through 740, both inclusive, Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 790, desires to amend said Master Deed together with the Bylaws attached hereto as Exhibit "A", pursuant to the authority reserved to the DEVELOPER in Article IX of the Master Deed thereof for the purposes of clarifying the relationships to and obligations with respect to the Township of White Lake; to append for recording Exhibit A to the Master Deed (the "Bylaws") inadvertently not initially recorded with the Master Deed; and to otherwise comply with the requirements of the Act;

NOW, THEREFORE, the DEVELOPER does, upon the recording hereof, amend the Master Deed of Whispering Meadows Condominium by the addition and/or revision of the following provisions:

- 12-29-476-011 NEW + SEW
- 12-29-229-001 - NEW
- SEW+SEW 12-29-476-012 and 12-29-476-014 - SEW
- SEW-12-29-476-013 and 12-29-476-015 - SEW

} Parent
} Sorels

OK - G.K.

91.00
100.00

ARTICLE I OF AMENDMENT

Article IV, Section 6 of the Master Deed of Whispering Meadows Condominium shall, upon recordation in the office of the Oakland County Register of Deeds of this Amendment, be replaced by the following:

ARTICLE IV

Section 6. Private Roads and Storm Sewer System

The private roads as shown on the condominium subdivision plan (including without limitation, snow removal) and the storm sewer system as shown on the condominium subdivision plan will be maintained, replaced, repaired as necessary by the Association. It is the Association's responsibility to inspect these general common elements and to perform preventive maintenance on the condominium roadways and storm sewer system on a regular basis in order to maximize their useful life and minimize repair and replacement costs. In the event that the Association fails to provide adequate maintenance, repair or replacement of the herein mentioned private roads and storm sewer system or either of them, the Charter Township of White Lake may serve written notice of such failure upon the Association. Such written notice shall contain a demand that the deficiencies of maintenance, repair and replacement be cured within a stated reasonable time period but not less than thirty (30) days. If such deficiencies are not cured within said time period, the Township may undertake such maintenance, repair or replacement and the costs thereof plus 25% administrative fee may be assessed against the co-owners and collected as a special assessment on the next annual Charter Township of White Lake tax roll. In emergency situations, the foregoing 30-day notice requirement shall not be required and only reasonable notice appropriate to the circumstances shall be required for the Township to take appropriate corrective action.

ARTICLE II OF AMENDMENT

ARTICLE VIII of the Master Deed shall hereby be amended by the addition of Section 14, which shall read as follows:

Section 14.

The consent of White Lake Township shall be obtained prior to the recording of any amendment to the Master Deed expanding the condominium project, which consent shall be based on submission of a site plan properly conforming to the zoning

and other current ordinance requirements of the Township of White Lake.

ARTICLE III OF AMENDMENT

ARTICLE IX of the Master Deed shall be amended by the addition of Section 7, as follows:

Section 7. The following sections of the Master Deed shall not be amended without approval of the Charter Township of White Lake: ARTICLE IX, Section 6; ARTICLE VII, Sections 2(b), 6 and 7; ARTICLE VIII, Sections 7,10 and 14; ARTICLE IX, Section 7.


ARTICLE VI OF AMENDMENT

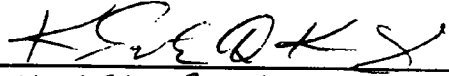
Exhibit A to the Master Deed, attached hereto, shall constitute the Corporate and Condominium Bylaws of Whispering Meadows Condominium.


In all other respects, other than as hereinabove indicated, the original Master Deed of WHISPERING MEADOWS CONDOMINIUM as recorded, including attachments, is hereby ratified and affirmed.

SIGNED IN THE PRESENCE OF:

INNOVATIVE LAND DEVELOPMENTS, INC.


JOHN STEVENS

BY: 
CLARK A. KOIB


NANCY L. MUMMA

ITS: VICE PRESIDENT

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 17th day of December , 1992, before me a notary public in and for said county, appeared KLARK A. KOBY, who is by me known to be the Vice President of INNOVATIVE LAND DEVELOPMENTS, INC. and in such capacity states that he signed the above document on behalf of said Corporation, as he is authorized to do so.

Nancy L. Mumma

Nancy L. Mumma, Notary Public
Oakland County, Michigan
My Commission Expires: 1/8/96

DRAFTED BY AND
When Recorded Return to:
JOHN A. STEVENS, ESQ. ✓
Matheson, Parr, Schuler,
Ewald, Ester & Jolly
2555 Crooks Road, Ste. 200
Troy, MI 48084
(313) 643-7900

WHISPERING MEADOWS CONDOMINIUM

EXHIBIT A

BYLAWS

ARTICLE I

ASSOCIATION OF CO-OWNERS

Whispering Meadows Condominium, a residential Condominium Project located in the Township of White Lake, Oakland County, Michigan, shall be administered by an Association of Co-owners which shall be a non-profit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE II

ASSESSMENTS

All expenses arising from the management, administration and operation of the Association in pursuance of its authorization and responsibilities as set forth in the Condominium Documents and the Act shall be levied by the Association against the Units and the Co-owners thereof in accordance with the following provisions:

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Condominium Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

Section 2. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

(a) Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular project, the Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time decide, in the sole discretion of the Board of Directors that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, the Board of Directors shall have the authority to increase the general assessments or to levy such additional assessment or assessments as it shall deem to be necessary.

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 Article V of the Master Deed. 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. The Association may assess reasonable automatic late charges or may, pursuant to Article XIX, Section 4 hereof, levy fines for late payment of assessments. Each Co-owner (whether 1 or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including the Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such land contract seller actually takes possession of the unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney's fees; second, to any interest, late charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 4. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements.

Section 5. Enforcement.

(a) Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by the Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessments for the pertinent fiscal year immediately due and payable.

(b) Foreclosure Proceedings. Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by

judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions. Further, each Co-owner and every other person who from time to time has any interest in the Project shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this subparagraph and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement, the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

(c) Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of 10 days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, a written notice that 1 or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney's fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the co-owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in the county in which the Project is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the 10-day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

(d) Expenses of Collection. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney's fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit.

Section 6. Liability of Mortgagee. Notwithstanding any of the provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro-rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

Section 7. Developer's Responsibility for Assessments. The Developer of the Condominium although a member of the Association, shall not be responsible at any time for payment of the regular Association assessments. The Developer, however, shall at all times pay all expenses of maintaining the Units that it owns, including the improvements located thereon, together with a proportionate share of all current expenses of administration actually incurred by the Association from time to time, except expenses related to maintenance and use of the Units in the Project and of the improvements constructed within or appurtenant to the Units that are not owned by Developer. For purposes of the foregoing sentence, the Developer's proportionate share of such expenses shall be based upon the ratio of all Units owned by the Developer at the time the expense is incurred to the total number of Units then in the Project. In no event shall the Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to Units owned by it on which a completed building is located. Any assessments levied by the Association against the Developer for other purposes shall be void without Developer's consent. Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim or any similar or related costs. A "completed building" shall mean a building with respect to which a certificate of use and occupancy has been issued by Township of White Lake.

Section 8. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the

Association, accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least 5 days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing the same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

ARTICLE III

ARBITRATION

Section 1. Scope and Election. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Residential Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

Section 2. Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 1 above, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. Election of Remedies. Such election and written consent by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE IV

INSURANCE

Section 1. Extent of Coverage. The Association shall, to the extent appropriate in light of the nature of the General Common Elements of the Project, carry liability insurance, if applicable, pertinent to the ownership, use and maintenance of the General Common Elements and the administration of the Condominium Project. Each Co-owner shall be obligated and responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the buildings and all other improvements constructed or to be constructed within the perimeter of his Condominium Unit and for his personal property located therein or thereon or elsewhere on the Condominium Project. Each Co-owner also shall be obligated to obtain insurance coverage for his personal liability for occurrences within the perimeter of his Unit or the improvements located thereon, and also for any other personal insurance coverage that the Co-owner wishes to carry. The Association may, at its option and election, obtain any of the insurance coverage required to be carried by an Co-owner, and include such expenses as a part of the administration of the project.

Section 2. Indemnification. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages and costs, including attorneys' fees, which such other Co-owners, the Developer or the Association may suffer as a result of defending any claim arising out of an accordance on or within such individual Co-owner's Unit and shall carry insurance to secure this indemnity if so required by the Association (or the Developer during the Development and Sales Period). This Section 2 shall not be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner, however.

ARTICLE V

RECONSTRUCTION AND REPAIR/EMINENT DOMAIN

Section 1. Association Responsibility for Repair. Immediately after the occurrence of a casualty causing damage to a General Common Element, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient,

assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

Section 2. Timely Reconstruction and Repair. If damage to the General Common Elements adversely affects the appearance or utility of the Project, the Association shall proceed with replacement of the damaged property without delay.

Section 3. Co-owner's Responsibility. Each Co-owner shall be responsible for all maintenance, repair and replacement required within his Unit.

Section 4. Eminent Domain. The following provisions shall control upon any taking by eminent domain.

(a) Taking of Unit or Improvements Thereon. In the event of any taking of all or any portion of a unit or any improvements thereon by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the Mortgagee thereof, as their interests may appear, notwithstanding any provision of the Act to the contrary. If a Co-owner's entire Unit is taken by eminent domain, such Co-owner and his mortgagee shall, after acceptance of the condemnation award therefor, be divested of all interest in the Condominium Project.

(b) Taking of General Common Elements. If there is any taking of any portion of the General Common Elements, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than 50% of the Co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) Continuation of Condominium After Taking. In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by an Co-owner.

(d) Notification of Mortgagees. In the event any Unit in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

(e) Applicability of the Act. To the extent not inconsistent with the foregoing provisions, Section 133 of the Act shall control upon any taking by eminent domain.

Section 5. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Co-owner or any other party priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE VI

RESTRICTIONS

All of the Units in the Condominium shall be held, used and enjoyed subject to the following limitations and restrictions:

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. No building of any kind shall be erected except private residences and structures ancillary thereto. Only one residence may be erected within any Unit, which shall not exceed two stories in height. No mobile unit, building or trailer shall be moved onto any unit. The provisions of the White Lake Township Zoning Ordinance regarding minimum lot size, minimum floor area per dwelling unit, yard setbacks and maximum height of building shall apply to the condominium project. For purposes of applying these ordinance provisions, the following definitions will apply:

- a. The term "lot" as used in the Zoning Ordinance shall mean to unit as defined in the Master Deed.
- b. The term "front lot line" as used in the Zoning Ordinance shall mean the line separating a unit from the general common area within which a roadway is located.

- c. The term "side lot line" as used in the Zoning Ordinance is the line between adjoining units.

Section 2. Leasing and Rental.

(a) Right to Lease. A Co-owner may lease or sell his Unit for the same purposes set forth in Section 1 of this Article VI; provided that 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 of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least 6 months unless specifically approved in writing by the Association. 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 in the Condominium in his discretion.

(b) Leasing Procedures. The leasing of Units in the Project shall conform to the following provisions:

(1) A Co-owner, including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least 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, he shall notify either the Advisory Committee or each Co-owner in writing. Within five (5) days after such a lease is executed, the Co-owners shall provide to the Association all information on the tenant(s) as the Association may require.

(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 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 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 conditions of the Condominium Documents. The relief provided for in this subparagraph may be 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 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. The Developer of the Project intends that there shall be a residential dwelling and certain other improvements within the boundaries of each of the Condominium Units in the Project. A Co-owner shall engage the services of a licensed builder to construct improvements (including the residential dwelling) within the boundaries of a Condominium Unit. Developer shall be entitled to require that the builder or Co-owner furnish to the Association adequate security, in Developer's discretion, to protect the Association against costs and expenses which it might incur in connection with the failure to complete construction in a timely and diligent manner in accordance with the approved plans and specifications for the dwelling and its appurtenances. No building, structure or other improvement shall

be constructed within a Condominium Unit or elsewhere within the Condominium Project, nor shall any exterior modification be made to any existing buildings, structure or improvement, unless plans and specifications therefor, containing such detail as the Developer may reasonably request, have first been approved in writing by the Developer. Construction of any building or other improvements must also receive any necessary approvals from the local public authority. 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, the site upon which it is proposed to be constructed and the degree of harmony thereof with the condominium as a whole. The following building restrictions will apply to all units and improvements thereon:

- (a) No residential structure with less than a 6/12 roof pitch will be permitted.
- (b) No residential structure exceeding two (2) stories in height above grade level will be permitted; however, "tri-level" or "quad-level" structures, as approved by developer shall not constitute a violation of this paragraph.
- (c) All residential structures must have an attached garage (minimum - two car; maximum - three car).
- (d) Single-level ranch-type structures, with basement or crawl space below grade level shall be at least 1600 square feet in size. No ranch shall be constructed on a slab foundation.
- (e) Two-level ranch-type structures (one floor above the other with one floor above grade level and open exposed basement) shall be at least 1600 square feet on floor above grade level. Basements of such structures need not be finished basements.
- (f) Bi-level residential structures (the lower floor of which is below grade level a maximum of five (5) feet and no more than 1-1/3 stories high) shall be at least 2000 square feet, and both levels shall be completely finished.
- (g) Tri-level residential structures (being 1-1/2 stories high above grade level) shall have finished floor area in the two upper floors of at least 1500 square feet.
- (h) Quad-level residential structures (being 1-1/2 stories high above grade level) shall have finished floor area in the two upper floors of at least

1500 square feet.

(i) Two story residential structures (two stories above grade level) shall have at least 1,000 square feet at grade level and at least 1900 square feet total area, all finished.

(j) Story-and-a-half residential structures (being two floors above grade level) shall have at least 1750 square feet total with the upper floor at least 1/4 the square foot area of the lower level. Both levels shall be completely finished.

(k) Square foot area shall be computed by including exterior walls, partitions, bay windows, if same reach to the floor and are fully enclosed, heated areas. Attached garages and crawl spaces shall not be so included.

(l) The exterior walls of residential structures, including all enclosed, heated areas and attached garages, breezeways and porches shall be constructed of a minimum of twenty-five percent (25%) nature stone (or brick of equal quality), window areas excluded; the balance may be artificial stone, cedar, white pine, cypress, aluminum or vinyl siding with an exposure of not less than eight inches (8") to the weather. Vertical tongue-in-groove siding or ornamental plywood may also be used in exterior walls. The Developer shall have the authority to approve any material which, in its opinion, is of comparable or superior quality to those specified above; however, no cinder or concrete blocks shall be used in exterior walls.

(m) No structures of any kind shall be moved or placed upon any lot or building plot. No structures such as trailers, mobile units, basement, tent, shack, garages, barn or other out-buildings shall be constructed, erected, moved or placed on any lot or building plot or used on any lot or building plot at any time, either temporarily or permanently. In the event an owner or occupant shall have a private trailer, truck or commercial vehicle, the same must be housed in a suitable attached garage. The garage must be a minimum of a two-car attached garage. No structure which would qualify for usage as a residence in any area classified or designated as Mobile Home Park Districts shall be permitted upon any lot or building plot.

(n) In ground pools may be constructed with prior approval of the plans by the Developer or Association. Pools shall be fenced according to White Lake Township.

(o) The exterior of all residential structures,

attached garages and breezeways must be completed, including at least two (2) coats of paint, stain, and/or varnish on all exterior woodwork within nine (9) months from the date of commencement of construction.

(p) No fences other than living shrubs and wood fences of corral or picket-type shall be permitted. Corral or picket-type wood fences may be erected on side and street front lines, providing that such fences shall not exceed forty-two inches (42") in height. No hedge or living shrub will be permitted in front of the front building line in excess of four feet (4") in height.

(q) Basic landscaping, including finish grading and seeding or sodding and installation of driveways must be completed within nine (9) months after date of occupancy. Concrete or paved driveways only. Lawn and plant areas shall be fertilized with phosphate-free fertilizers.

(r) No satellite dishes of will be allowed unless approved by the Developer or Association.

(s) The design, size, and location of all dog houses and/or kids play houses must be approved in the same manner as in the procedure for approval of residences described above.

(t) Dusk to Dawn lighting plan. - Each unit will be required to have at least one outside light that will go on at Dusk and out at Dawn.

In the event that Developer shall fail to approve or disapprove or take any other action upon such plans and specifications within thirty (30) days after complete plans and specifications have been delivered to Developer, such approval will not be required; provided, however, that such plans and locations of structures on the Homesite conform to or are in harmony with existing structures in the Condominium, these Bylaws and any zoning or other local laws applicable thereto. If Developer takes action with respect to the plans and specifications within such 30-day period, then the affected Co-owner shall respond appropriately to the Developer's requests until approval shall have been granted. No construction of any building or improvement pursuant either to express approval properly obtained hereunder or by virtue of failure of action either by the Developer or the Association may be constructed as a precedent or waiver, binding on the Developer, the Association, any Co-owner or any other person as to any other structure or improvement which is proposed to be built.

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. Developer's rights under this Article VI, Section 3 may, in Developer's discretion, be assigned to the Association or other successor to Developer. 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.

Section 4. Public Health Requirements. Permits for the installments of wells and sewage disposal systems shall be obtained from the Oakland County Health Division prior to any construction on the individual building sites. Each Co-owner shall be solely responsible for installation, maintenance, repair and replacement of the well/water supply system on his building site and the Association shall have absolutely no financial responsibility or other duty with respect thereto. All wells installed for private water supply must, except as set forth below, penetrate an adequate protective clay overburden and prospective building site owners are hereby advised of and agree to this requirement. When an adequate aquaclude cannot be demonstrated, additional safeguards in the form of increased distances and/or depth requirements may be required. The Michigan Department of Public Health, the Oakland County Health Division will determine the necessary depth of water wells in order to penetrate an aquaclude.

When deemed necessary, due to the size or configuration of a building site, grade conditions or evidence of elevated ground water, an engineered building site plan or system design plan may be required by the Oakland County Health Division. Such plans, if required, must be submitted for review and approval prior to the issuance of a sewage disposal system permit. Filled areas will not be approved for location of onsite sewage disposal systems. All systems are to be installed according to Oakland county Sanitary Code specifications.

All residential dwellings shall be served by individual sewage disposal systems. All toilet facilities must be located inside a residential dwelling. Each co-owner or other user of septic systems shall be limited in waste water flowage in accordance with the terms and conditions of the On-Site Sewage Disposal Permit issued by the Oakland County Health Division under Article III of the Oakland County Sanitary Code as may be amended or replaced from time to time. Septic tanks shall be inspected every two years after granting of an occupancy permit for the applicable unit.

All residential dwellings shall be served by an appropriate potable water supply system constructed in accordance with the Groundwater Quality Control provisions of the Michigan Public Health Code P.A. 368 of 1978, as amended, and, in particular, with Part 127 thereof. All wells on individual sites shall be drilled by a well driller licensed by the State of Michigan to a depth of

not less than one hundred (100') feet and a complete well log form for each such potable water well shall be submitted to the Oakland County Health Division within sixty (60) days following completion of such well. A well drilled in accordance with this provision shall be deemed to be an appropriate water supply system.

At some time subsequent to the initial development, it may become necessary to construct a community water supply and/or sewage disposal system. The construction of such public systems, or either of them, may be financed, in whole or in part, by the creation of a special assessment district or districts which may include all site condominium Units in the Project. The acceptance of a conveyance or the execution of a land contract by any Owner or purchaser shall constitute the agreement by such Owner or purchaser, his heirs, executors, administrators and assigns that such Owner or purchaser will execute any petition circulated for the purpose of creating such a special assessment district. The Board of Directors of the Association shall be vested with full power and authority to obligate all Co-owners to participate in a special assessment district or districts and to consider and act upon all other community water and sewer issues on behalf of the Association and all Co-owners. Further, each Co-owner will pay such special assessments as may be levied against his site condominium Unit by any such special assessment district and shall take the necessary steps as required by the appropriate state, county and township agencies and by the Association, acting through its Board of Directors to connect, at his own expense, his water intake and sewage discharge facilities to such community water supply system and/or community sewage disposal system within ninety (90) days following the completion of said system or systems.

Section 5. Front Yards. The front yard areas of all Homesites (unless such Homesite is unbuilt upon) shall have well-maintained lawns. Well-maintained lawns shall mean laws of a uniform, recognized grass type for lawns, regularly cut to a uniform height appropriate for such grass in a first-class residential development, trimmed and edged to preserve a neat, groomed and cared-for appearance in the Condominium. Lots 1,2,3,4 will have their driveways come off the new roads, not Bogie Lake Road.

Section 6. Setbacks. No building or improvements on any homesite shall be erected nearer than 50 feet to the front roadway line. Further, no building or improvements (including swimming pools, patios, decks, pet runs or other improvements) shall be located within the rear 40 feet of any Homesite or within 25 feet of side lot lines of each Homesite.

Section 7. Alterations and Modifications of Common Elements. No Co-owner shall make alterations, modifications or changes in any of the Common Elements without the express written approval of the Board of Directors, including, without limitation, the erection of antennas, lights, aerials, awnings, flag poles or other exterior attachments or modifications. No Co-owner shall in

any way restrict access to any utility line, or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. Abnormally tall radio or television antennae, such as the type used by HAM radio operators, shall not be permitted to be installed in any front yard of a Homesite and such antennae shall not be permitted to be installed unless its location is 40 feet from a side or rear boundary line adjoining another Homesite or roadway boundary line. Such antennae must be approved by the Developer or the Association prior to their installation and such antennae may be rejected no matter where they are proposed to be installed if the Developer or the Association, in their sole judgment, deem such an antennae too large or visually unappealing.

Section 8. Activities. No immoral, improper, unlawful, noxious 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 any annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably 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 cost of 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 similar dangerous weapons, projectiles or devices.

Section 9. Pets. No animals, other than household pets, shall be maintained by any Co-owner. No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No 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 Co-owner who causes any animal to be brought or kept upon the premises of the Condominium 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 Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-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 even if permission was previously granted to maintain the pet on the premises. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be

collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium 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 Bylaws and in accordance with duly adopted rules and regulations of the Association or alternatively revoke the right to maintain such pets.

Section 10. Aesthetics. The Common Elements shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained in areas designated therefor 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. No refuse pile or other unsightly or objectionable materials shall be allowed on any Homesite unless the same shall be properly concealed. Refuse, ashes, building materials, garbage or debris of any kind shall be treated in such manner as not to be offensive and visible to any other Co-owners in the Condominium. In general, no activity shall be carried on nor conditioned maintained by a Co-owner, either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium. Without written approval by the Association, no Co-owner shall change in any way the exterior appearance of the residence and other improvements and appurtenances located within his Unit. Thus, in connection with any maintenance, repair, replacement, decoration or redecoration of such residence, improvements or appurtenances, no Co-owner shall modify the design, material or color of any such item including, without limitation, windows, doors, screens, roofs, siding or any other component which is visible from a Common Element or other Unit.

Section 11. 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 premises of the Condominium unless in garages. Passenger vehicles shall be parked in garages to the extent possible. Garage doors shall be kept closed when not in use. No inoperable vehicles of any type may be stored outdoors under any circumstances. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of

business. The Association may prohibit parking of vehicles other than passenger vehicles on the General or Limited Common Elements. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium Premises.

Section 12. Advertising. No signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a Unit or on the Common Elements, (but not including "For Sale" signs) without written permission from the Association and, during the Development and Sales Period, from the Developer. Any such sign shall have not more than nine square feet of surface area and the top of which shall be four feet or less above the ground.

Section 13. 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 regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners, and shall become effective thirty (30) days after receipt by the Co-owners.

Section 14. Right of Access of Association. The Association or its duly authorized agents shall have access to such areas of the Project from time to time, during reasonable working hours, upon notice to the affected Co-owner thereof, as may be necessary to carry out any responsibilities imposed on the Association by the Condominium Documents. The Association or its agents shall also have access to Units as may be necessary to respond to emergencies. The Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his Unit. This provision, in and of itself, shall not be construed to permit access to the interiors of residences or other structures.

Section 15. Common Element Maintenance. Sidewalks (if any), yards, landscaped areas, driveways, and parking areas shall not be obstructed nor shall they be used for purposes other than that for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on or about the Common Elements. No noisy vehicles such as motorcycles, mini-bikes or all-terrain vehicles shall be operated on the Condominium roadways except as may be minimally necessary for ingress and egress to and from Homesites.

Section 16. Co-owner Maintenance. Each Co-owner shall maintain his Unit in a safe, clean and sanitary condition. Each Co-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 in any Unit which are appurtenant to or which may affect any other Unit. Each Co-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 invitees, unless such damages or costs are covered by insurance carried by the 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 hereof.

Section 17. Reserved Rights of Developer.

(a) Prior Approval by Developer. During the Development and Sales Period, no buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design), except interior alterations which do not affect structural elements of any Unit, nor shall any hedges, trees or substantial plantings or landscaping modifications be made, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors or assigns, and a copy of said plans and specifications, as finally approved, lodged permanently with the Developer. The Developer shall have the right to refuse to approve any such plan 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, specifications, grading or landscaping, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the Condominium as a whole. 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.

(b) Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Development and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, Developer shall have the right to maintain a sales office (including a temporary building or mobile trailer), model units, advertising display signs, 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 and may continue to do so during the entire Development and Sales Period.

(c) Enforcement of Bylaws. 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 person to whom he may assign this right, at his option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

ARTICLE VII

MORTGAGES

Section 1. Notice to Association. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of

any default in the performance of the obligations of the Co-owner of such Unit that is not cured within 60 days.

Section 2. Insurance. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 3. Notification of Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

ARTICLE VIII

VOTING

Section 1. Vote. Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned.

Section 2. Eligibility to Vote. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XI, Section 2 of these Bylaws, no Co-owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of the Article IX. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting, the Developer shall be entitled to one vote for each Unit which it owns.

Section 3. Designation of Voting Representative. Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated

may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

Section 4. Quorum. The presence in person or by proxy of 35% of the Co-owners in number and in value qualified to vote, shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting, at which meeting said person is not otherwise present in person or by proxy, shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 5. Voting. Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 6. Majority. A majority, except where otherwise provided herein, shall consist of more than 50% in value of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth and may require such majority to be one of both number and value of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

ARTICLE IX

MEETINGS

Section 1. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan.

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by the Developer and may be called at any time after more than 50% in number of the Units in Whispering Meadows Condominium have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called

later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 75% in number of all Units or 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least 10 days written notice thereof shall be given to each Co-owner.

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held on the third Tuesday of March each succeeding year after the year in which the First Annual Meeting is held, at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than 8 months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by one of the Co-owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Co-owner of record, at least 10 days but not more than 60 days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

Section 6. Adjournment. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof

of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at annual meetings or special meetings held for the purpose of electing Directors or officers); (g) election of Directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary/Treasurer.

Section 8. Action without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 9. Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 10. Minutes; Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE X

ADVISORY COMMITTEE

Within one (1) year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within one hundred twenty (120) days after conveyance to purchaser of three (3) of the Units, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least one (1) non-developer Co-owner. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that if more than two (2) of the non-developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the other Co-owners and to aid in the transition of control of the Association from the Developer to purchaser Co-owners. The Advisory Committee shall cease to exist automatically when the non-developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

ARTICLE XI

BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The Board of Directors, except for the first Board of Directors, shall be comprised of three (3) members in accordance with the provisions of Section 2 hereof, all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation.

Section 2. Election of Directors.

(a) First Board of Directors. The first Board of Directors shall be composed of one person and such first Board, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-developer Co-owner to the Board. Immediately prior to the appointment of the first non-developer Co-owner to the Board, the Board shall be increased in size from 1 person to 3 persons. Thereafter, elections for non-developer Co-owner Directors shall be held as provided in subsections (b) and (c) below.

(b) Appointment of Non-developer Co-owners to the Board Prior to First Annual Meeting. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 25% of the Units, 1 of the 3 Directors shall be selected by non-developer Co-owners. When the required number of conveyances have been reached, the Developer shall notify the non-developer Co-Owners and request that they hold a meeting and elect the required Director. Upon certification by the Co-owners to the Developer of the Director so elected, the Developer shall then immediately appoint such Director to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated.

(c) Election of Directors at and After First Annual Meeting.

(i) Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units, the non-developer Co-owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least 1 Director as long as it owns at least 10% of the Units in the Project. Whenever the required conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(ii) Regardless of the percentage of Units which have been conveyed, upon the expiration of 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, the non-developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (i). Application of this subsection does not require a change in the size of the Board of Directors.

(iii) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under subsection (ii), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection (b) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula, the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate 1 Director as provided in subsection (i).

(iv) At the First Annual Meeting, 2 Directors shall be elected for a term of 2 years, and 1 Director shall be elected for a term of 1 year. At such meeting, all nominees shall stand for election as one slate and the 2 persons receiving the highest number of votes shall be elected for a term of 2 years, and the 1 person receiving the next highest number of votes shall be elected for a term of 1 year. At each annual meeting held thereafter, either 1 or 2 Directors shall be elected depending upon the number of Directors whose terms expire. After the First Annual Meeting, the term of office (except for 1 of the Directors elected at the First Annual Meeting) of each Director shall be 2 years. The Directors shall hold office until their successors have been elected and hold their first meeting.

(v) Once the Co-owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meeting of Co-owners to elect Directors and conduct other business shall be held in accordance with the provisions of Article VII, Section 3 hereof.

Section 3. Powers and Duties. The Board of Directors shall have the power and duties necessary for the administration of the affairs of the Condominium and may do all acts and things as are not prohibited by the Condominium Documents as required thereby to be exercised and done by the Co-owners.

Section 4. Other Duties. In addition to the foregoing duties imposed by these Bylaws, or any further duties which may be imposed by resolution of the members of the Association, the Association shall be responsible specifically for the following:

(a) To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements thereof.

(b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.

(c) To carry insurance and collect and allocate the proceeds thereof.

(d) To rebuild improvements after casualty.

(e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.

(f) To acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of 75% of all of the members of the Association in number and in value.

(h) To make rules and regulations in accordance with Article VI, Section 13 of these Bylaws.

(i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

(j) To enforce the provisions of the Condominium Documents.

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto), at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than 3 years or which is not terminable by the Association upon 90 days written notice thereof to the other party, and no such contract shall violate the provisions of Section 55 of the Act.

Section 6. Vacancies. Vacancies in the Board of Directors, which occur after the Transitional Control Date caused by any reason other than removal of a Director by a vote of the members of the Association, shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected, shall be a Director until a successor is elected at the next annual meeting of the members of the Association. Vacancies among non-developer Co-owners elected Directors which occur prior to the Transitional Control Date, may be filled only through election by non-developer Co-owners and shall be filled in the manner specified in Section 2(b) of this Article.

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Co-owner-elected Directors may be removed with or without cause by the affirmative vote of more than 50% in number and in value of all of the Co-owners, and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal 35% requirement set forth in Article VIII, Section 4. Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

Section 8. First Meeting. The first meeting of a newly elected Board of Directors shall be held within 10 days of election at such place as shall be fixed by the Directors at the meeting at

which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director personally, by mail, telephone or telegraph, at least 10 days prior to the date named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on 3 days notice to each Director given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the Secretary in like manner and on like notice on the written request of two Directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon 24 hours prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called, may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

Section 13. First Board of Directors. The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the Transitional Control Date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally, by the Board of Directors as provided in the Condominium Documents.

Section 14. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association

handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE XII

OFFICERS

Section 1. Officers. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two officers, except that of President and Vice President, may be held by one person.

(a) President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an association, including the power to appoint committees from among the members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

(b) Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

(c) Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

(d) Treasurer. The Treasurer shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the

credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

Section 2. Election. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 4. Duties. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE XIII

SEAL

The Association may (but need not) have a seal. If the Board determines that the Association shall have a seal, then it shall have inscribed thereon the name of the Association, the words "corporate seal", and "Michigan".

ARTICLE XIV

FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within 90 days following the end of the

Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration.

Section 2. Fiscal Year. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

Section 3. Bank. Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Board of Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE XV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least 10 days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XVI

AMENDMENTS

Section 1. Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or may be proposed by 1/3 or more in number of the Co-owners by instrument in writing signed by them.

Section 2. Meeting. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of these Bylaws.

Section 3. Voting. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than two-thirds of all Co-owners in number and in value. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of two-thirds of the mortgagees shall be required, with each mortgagee to have one vote for each first mortgage held.

Section 4. By Developer. Prior to the sale of all units in the Condominium, these Bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not materially diminish the right of a Co-owner or mortgagee.

Section 5. When Effective. Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Oakland County Register of Deeds.

Section 6. Binding. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project, irrespective of whether such persons actually receive a copy of the amendment.

Section 7 Township Approval. Anything herein to the contrary notwithstanding, the following sections of these Bylaws shall not be amended without the specific prior consent of White Lake Township: ARTICLE VI, Sections 1,3,4 and 5; ARTICLE XVI, Section 7.

ARTICLE XVII

COMPLIANCE

The Association and all present or future Co-owners, tenants, future tenants, or any other persons acquiring an interest

in or using the Project in any manner, are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium Premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

ARTICLE XVIII

DEFINITIONS

All terms used herein shall have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act.

ARTICLE XIX

REMEDIES FOR DEFAULT

Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

Section 1. Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

Section 2. Recovery of Costs. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-owner be entitled to recover such attorney's fees.

Section 3. Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements or upon any Unit (but not inside any residence), where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

Section 4. Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless in accordance with the provisions of Article XX hereof.

Section 5. Non-waiver of Right. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

Section 6. Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party, thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 7. Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owners for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XX

ASSESSMENT OF FINES

Section 1. General. The violation by any Co-owner, occupant or guest of any provisions of the Condominium Documents, including any duly adopted rules and regulations, shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved Co-owner. Such Co-owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his invitees, employees, guests, tenants or any other person admitted through such Co-owner to the Condominium Premises.

Section 2. Procedures. Upon any such violation being alleged by the Board, the following procedures will be followed:

- (a) Notice. Notice of the violation, including the Condominium Document provision violated,

together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Article VIII, Section 3 of the Bylaws.

(b) Opportunity to Defend. The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting, but in no event shall the Co-owner be required to appear less than 10 days from the date of the Notice.

(c) Default. Failure to respond to the Notice of Violation constitutes a default.

(d) Hearing and Decision. Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

Section 3. Amounts. Upon violation of any of the provisions of the Condominium Documents, and after default of the offending Co-owner or upon the decision of the Board as recited above, the following fines shall be levied:

(a) First Violation. No fine shall be levied.

(b) Second Violation. Twenty-Five Dollars (\$25.00) fine.

(c) Third Violation. Fifty Dollars (\$50.00) fine.

(d) Fourth Violation and Subsequent Violations. One Hundred Dollars (\$100.00) fine.

Section 4. Collection. The fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be due and payable together with the regular Condominium assessment on the first of the next following month. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents including, without limitation, those described in Article II and Article XIX of the Bylaws.

ARTICLE XXI

RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or granted to the Developer or its successors shall terminate, if not sooner assigned to the Association, at the conclusion of the Development and Sales Period as defined in Article III of the Master Deed. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservations and not hereby).

ARTICLE XXII

SEVERABILITY

In the event that any of the terms, provisions or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

SECOND AMENDMENT TO MASTER DEED
OF
WHISPERING MEADOWS CONDOMINIUM

This Second Amendment to Master Deed is made and executed on the 22nd day of September, 1993, by INNOVATIVE LAND DEVELOPMENTS, INC., a Michigan corporation, hereinafter referred to as "Developer", represented herein by its Vice President, Klark Koby, who is fully empowered and qualified to act on behalf of said corporation in pursuance of the provisions of the Michigan Condominium Act (being Acts 59 of Public Acts of 1978, as amended) (hereinafter "Act").

0001 SEP.29.93 02:34PM
2885 MISC 21.00

W I T N E S S E T H:

WHEREAS, the DEVELOPER of WHISPERING MEADOWS CONDOMINIUM, a condominium project established pursuant to the Master Deed thereof dated October 30, 1992, and recorded November 5, 1992, in Liber 13063, Pages 715 through 740, both inclusive, and as amended by First Amendment to Master Deed dated December 17, 1992, and recorded December 18, 1992, in Liber 13191, Pages 785 through 827, both inclusive, Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 790, desires to amend said Master Deed together with the condominium subdivision plan attached thereto as Exhibit B, pursuant to the authority reserved to the Developer in Article IX, Section 3, of the Master Deed for the purpose of correcting survey and other clerical errors made in such documents, specifically to correct the legal description of the expansion area of the project; and to otherwise comply with the requirements of the Act;

O.K. — LM

Ent: Whispering Meadows Condo.
acct # 790

ORK-TTCMITH

12-29-428-000

9000790

0001 SEP.29.93 02:34PM
2885 RMT FEE 2.00

21.00
2.00

NOW, THEREFORE, the Developer does, upon the recording hereof, amend the Master Deed of Whispering Meadows Condominium by the addition and/or revision of the following provisions:

ARTICLE I OF AMENDMENT

Article VIII, Section 4, of the Master Deed of Whispering Meadows Condominium shall, upon recordation in the office of the Oakland County Register of Deeds of this Amendment be replaced by the following:

ARTICLE VIII

Section 4. The land by which this condominium may be expanded is the land to the east of the condominium described as follows:

A parcel of land located in the North 1/2 of Section 29, T3N-R8E, White Lake Township, Oakland County, Michigan described as: Beginning at the North 1/4 corner of said Section 29; thence N87°58'38"E, along the North line of said Section 1319.49 feet; to the East 1/8 line of said Section; thence S01°35'55"E along said 1/8 line 1139.20 feet to a point in the centerline of Cedar Creek; thence N65°29'47"E along said centerline 418.90 feet; thence S01°33'33"W 505.05 feet; thence N86°34'44"E 353.80 feet to the centerline of Bogie Lake Road, as established in the recorded plat of LAKEWOOD VILLAGE NO 8, as recorded in Liber 124, Pages 21 & 22, Oakland County Records; thence along said centerline of the following three courses (1) S01°56'30"W 543.76 feet and (2) along a curve to the left having a radius of 954.93 feet, a central angle of 26°56'01", an arc length of 448.89 feet, and a chord bearing and distance of S11°31'57"E 444.77 feet and (3) N24°59'57"W 136.81 feet; thence S68°40'09"W 186.72 feet to a point on a traverse line along the Westerly shore of Lake Neva; thence along said traverse line the following twelve courses (1)

S50°56'52"W 49.34 feet, and (2)
 S88°05'22"W 67.68 feet, and (3)
 N28°05'21"W 222.18 feet, and (4)
 N62°39'56"W 201.00 feet, and (5)
 N21°17'46"W 80.66 feet, and (6)
 N21°38'51"E 63.85 feet, and (7)
 S89°29'40"E 84.04 feet, and (8)
 N63°33'16"E 123.87 feet, and (9)
 N37°39'02"E 147.93 feet, and (10)
 N01°20'44"W 293.08 feet, and (11)
 N78°06'50"W 162.49 feet, and (12)
 N57°53'14"W 141.68 feet; thence
 S61°06'51"W 180.56 feet; thence along a
 curve to the left having a radius of
 330.00 feet, a central angle of
 26°12'18", an arch length of 150.93
 feet, and a chord bearing and distance
 of N29°25'14"W 149.62 feet; thence
 N42°31'23"W 114.44 feet; thence
 S40°47'58"W 402.94 feet; thence
 S02°04'08"E 847.98 feet to the E&W 1/4
 line of Section 29; thence S87°50'16"W
 along said 1/4 line 1018.99 feet to the
 center of Section; thence continuing
 along said 1/4 line S87°50'15"W 1343.48
 feet to the West 1/8 line of said
 Section; thence N01°00'46"W along said
 1/8 line 2675.03 feet to the North line
 of said Section; thence N87°49'34"E
 along said North line 1320.59 feet to
 the POINT OF BEGINNING, excluding all
 that land lying between said traverse
 line and the water's edge of Lake Neva.
 Said parcel containing 168 acres of land
 more or less.

ARTICLE II OF AMENDMENT

Exhibit B to the Master Deed of Whispering Meadows Condominium shall, upon recordation in the office of the Oakland County Register of Deeds of this Amendment, be amended by the following:

Sheet 1 of Exhibit B as recorded in Liber 13063, Page 737, shall be replaced by the attached Sheet 1A.

In all other respects, other than as hereinabove indicated, the original Master Deed of WHISPERING MEADOWS CONDOMINIUM as recorded,

and the First Amendment to same as recorded, including exhibits are hereby ratified and affirmed.

SIGNED IN THE PRESENCE OF:

INNOVATIVE LAND DEVELOPMENTS, INC.

Judith E. Wills

Judith E. Wills

BY: *Klark A. Koby*

Klark A. Koby

Nancy L. Mumma

Nancy L. Mumma

ITS: Vice President

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 22nd day of September 1993, before me a notary public in and for said county, appeared KLARK A. KOBY, who is by me known to be the Vice President of INNOVATIVE LAND DEVELOPMENTS, INC. and in such capacity states that he signed the above document on behalf of said Corporation, as he is authorized to do so.

Nancy L. Mumma

Nancy L. Mumma, Notary Public
Oakland County, Michigan
My Commission Expires: 1/8/96

Drafted by and when recorded
return to:

JOHN A. STEVENS, ESQ.
2555 Crooks Rd., Ste. 200
Troy, MI 48084
(313) 643-7900

AFFIDAVIT OF DEVELOPER REGARDING CLERICAL ERROR

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

KLARK A. KOBY, being duly sworn deposes and states as follows:

1. Affiant is the Vice President of Innovative Land Developments, Inc., Developer of Whispering Meadows Condominium, Oakland County Condominium Subdivision Plan No. 790, and makes this affidavit from his personal information and knowledge.

2. Article VIII of the Master Deed of Whispering Meadows Condominium reserves the right to the Developer to expand the condominium and sets forth the legal description of the land by which the condominium may be expanded.

3. During the development process, certain miscommunications between the Developer and the Developer's land engineer, Cornerstone Surveying & Engineering, Inc., led to the legal description set forth in Article VIII of the Master Deed for the expansion area to be incorrect, and certain lands were omitted from that legal description. Affiant has just become aware of this error.

4. Article IX of the Master Deed provides the Developer has the authority to amend the Master Deed without the consent of any co-owner to correct such survey or other errors in such documents.

5. This survey correction, i.e., correction of the legal description of the expansion area, does not materially affect any

rights of any co-owners or mortgagees in the project.

FURTHER AFFIANT SAYETH NOT.

Klark A. Koby
Klark A. Koby

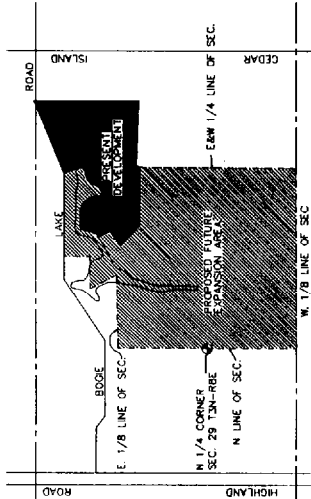
STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 22nd day of September, 1993, before me personally appeared KLARK A. KOBY, Vice President of INNOVATIVE LAND DEVELOPMENTS, INC., a Michigan corporation, to me personally known, who being by me duly sworn, did say that said instrument was signed on behalf of the said corporation by authority of its Board of Directors, and the said KLARK A. KOBY acknowledges the execution of said instrument as the free act and deed of INNOVATIVE LAND DEVELOPMENTS, INC.

Nancy L. Mumma
Nancy L. Mumma, Notary Public
Oakland County, Michigan
My Commission Expires: 1/8/96

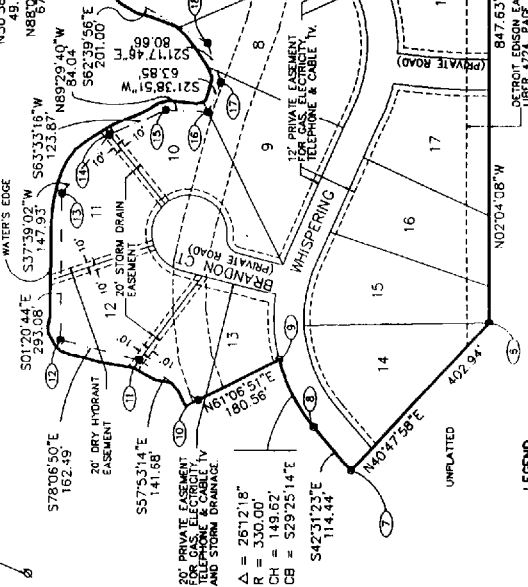
WHISPERING MEADOWS CONDOMINIUM

LOCATED IN SECTION 29, T3N-R8E, WHITE LAKE TOWNSHIP, OAKLAND COUNTY, MICHIGAN



LOCATION MAP (M.T.S.)

BENCH MARK
OF UTILITY POLE ELEVATION
952.38 U.S.C.S. DATUM

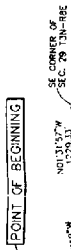
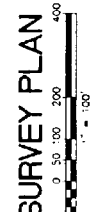


LEGEND

- CONDOMINIUM LIMITS
- UNIT LINES
- PROPOSED UNIT LINES
- PROPOSED FUTURE EXPANSION - M.T.S.
- 5E" MONUMENT
- 30'-00" COORDINATE POINT



SURVEY PLAN



POINT OF BEGINNING

SE CORNER OF SEC. 29 T3N-R8E

N 100° 49' 32" W 49.50'

N 100° 49' 32" W 49.50'

Δ = 042° 4' 58"

R = 1432.39'

CH = 110.37'

CB = S 22° 28' 28" E

POINT CO-ORDINATE TABLE

1	N 2982.89	E 6520.66
2	N 2980.45	E 6467.48
3	N 2977.17	E 6407.96
4	N 2973.03	E 6343.11
5	N 2968.03	E 6273.91
6	N 4742.34	E 4912.81
7	N 5047.37	E 5176.20
8	N 4837.93	E 5377.04
9	N 4919.93	E 5485.14
10	N 4844.52	E 5620.14
11	N 4818.15	E 5771.13
12	N 4742.34	E 5900.59
13	N 4401.02	E 5640.66
14	N 4345.86	E 5569.76
15	N 4345.86	E 5569.76
16	N 4345.86	E 5569.76
17	N 4345.86	E 5569.76
18	N 4345.86	E 5569.76
19	N 4345.86	E 5569.76
20	N 3958.24	E 5774.63
21	N 3958.24	E 5774.63
22	N 3958.24	E 5774.63
23	N 3958.24	E 5774.63
24	N 3958.24	E 5774.63
25	N 3958.24	E 5774.63
26	N 3958.24	E 5774.63
27	N 3958.24	E 5774.63
28	N 3958.24	E 5774.63
29	N 3958.24	E 5774.63
30	N 3958.24	E 5774.63
31	N 3958.24	E 5774.63
32	N 3958.24	E 5774.63
33	N 3958.24	E 5774.63
34	N 3958.24	E 5774.63
35	N 3958.24	E 5774.63
36	N 3958.24	E 5774.63

UNPLATTED

SURVEYOR'S CERTIFICATE

I, JOSEPH A. MIZUNAJIS, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE ABOVE SHOWN AS WHISPERING MEADOWS CONDOMINIUM, OAKLAND COUNTY, SUBDIVISION PLAN NO. 230, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTIES THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED ON THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978. THAT THE BEARINGS, AS SHOWN, ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

DATE 9/17/63
 J. A. Mizunajis
 REGISTERED LAND SURVEYOR
 STATE OF MICHIGAN



CORNERSTONE SURVEYING AND ENGINEERING, INC.
 212 SILVER LAKE ROAD
 FENTON, MICHIGAN 48430

PROPOSED (9-16-83)
CORNERSTONE
 SURVEYING AND ENGINEERING, INC.
 212 SILVER LAKE ROAD
 FENTON, MICHIGAN 48430

LIBRA 14007P6112

LIBER 14016 PG 726

THIRD AMENDMENT TO MASTER DEED
OF
WHISPERING MEADOWS CONDOMINIUM

This Third Amendment to Master Deed is made and executed on the 30th day of September, 1993, by INNOVATIVE LAND DEVELOPMENTS, INC., a Michigan corporation, hereinafter referred to as "Developer", represented herein by its Vice President, Klark Koby, who is fully empowered and qualified to act on behalf of said corporation in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of Public Acts of 1978, as amended) (hereinafter referred to as "Act")

0001 OCT 01 '93 04:19PM
3575 MISC 61.00

W I T N E S S E T H:

WHEREAS, the DEVELOPER of WHISPERING MEADOWS CONDOMINIUM, a condominium project established pursuant to the Master Deed thereof dated October 30, 1992, and recorded November 5, 1992, in Liber 13063, Pages 715 through 740, both inclusive, Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 790, and as amended by First Amendment to Master Deed dated December 17, 1992, and recorded December 18, 1992, in Liber 13191, Pages 785 through 827, and as amended by Second Amendment to Master Deed recorded September 29, 1993, in Liber 14007, Pages 105-112, all inclusive, desires to further amend said Master Deed pursuant to the amendatory powers provided in Article IX of the Master Deed to revise the legal description of Whispering Meadows Condominium and to otherwise comply with the requirements of the Act; and

Handwritten initials/signature

REG/DEEDS PAID
0001 OCT 01 '93 04:19PM
3575 RMT FEE 2.00

WHEREAS, greater than two-thirds of the existing unit owners of Whispering Meadows Condominium have approved this Amendment, which Amendment does materially affect the interests of all unit owners and

Ent Whispering Meadows Condo Assoc # 790
Units 1 thru 36 Ent 12-27-428-000

O.K. - TS

the Developer and their approval is reflected in their executed consents to this Master Deed as set forth below;

NOW, THEREFORE, the Developer and the owners of Whispering Meadows Condominium, upon the recording hereof amend the Master Deed of Whispering Meadows Condominium by the revision of the following provisions:

ARTICLE I OF AMENDMENT

Article II of the Master Deed of Whispering Meadows Condominium shall, upon recordation in the office of the Oakland County Register of Deeds of this Amendment be replaced by the following:

ARTICLE II
LEGAL DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed in the Township of White Lake, Oakland County is described as follows:

Part of the SE 1/4 of Section 29, T3N-R8E, White Lake Township, Oakland County, Michigan, described as: commencing at the southeast corner of said section; thence N 01°31'57" W 1229.33 feet along the centerline of Bogie Lake Road, so-called; thence N 10°53'58" W 466.26 feet to the point of beginning of this description on the centerline of Bogie Lake Road; thence from said point of beginning S87° 54'40" W 1528.74 feet; thence N 00°49'32" W 969.57 feet; thence S 88°16'33" W 45.50 feet; thence N 02°04'08" W 847.63 feet; thence N 40°47'58" E 402.94 feet; thence S 42°31'23" E 114.44 feet; thence on a curve to the right having a radius of 330.00 feet, a central angle of 26°12'18" and a chord bearing and distance of S 29°25'14" E 149.62 feet; thence N 61°06'51" E 180.56 feet to a point on a traverse line along the southwesterly shore of an un-named lake; thence along said traverse line the following twelve courses, S 57°53'14" E 141.68 feet, and S 78°06'50" E 162.49

feet, and S 01°20'44" E 293.08 feet, and S 37°39'02" W 147.93 feet, and S 63°33'16" W 123.87 feet, and N 89°29'40" W 84.04 feet, and S 21°38'51" W 63.85 feet, and S 21°17'46" E 80.66 feet, and continuing along said traverse line, S 62°39'56" E 201.00 feet, and S 28°05'21" E 222.18 feet, and N 88°05'22" E 67.68 feet, and N 50°56'52" E 49.34 feet; thence leaving said traverse line N 87°47'03" E 28.57 feet; thence N 65°19'03" E 160.00 feet to a point on the centerline of said Bogie Lake Road; thence along said centerline the following three courses, S 24°59'56" E 310.28 feet; and S 24°40'57" E 725.56 feet, and on a curve to the right having a radius of 1432.39 feet, a central angle of 04°24'58", and a chord bearing and distance of S 22°28'28" E 110.37 feet to the point of beginning. Said parcel containing 45.85 acres of land more or less including all that land lying between said traverse line and the southwesterly edge of water of said unnamed lake. Said parcel also being subject to and having the use of Bogie Lake Road, so-called. Reserving, however, to the Developer, Innovative Land Developments, Inc., all the subsurface mineral rights to the above-described premises which are not enclosed within a unit as defined in the Master Deed and Exhibit B and to all mineral rights at or below ground level of general common element areas. Such mineral rights reserved to the Developer include, without limitation, all oil and gas rights, rights to lease oil and gas but excluding any right to development of the surface in conjunction with oil and/or gas extraction activities.

In all other respects, other than as hereinabove indicated, the original Master Deed of WHISPERING MEADOWS CONDOMINIUM as recorded, and the First and Second Amendments to same as recorded, including attachments are hereby ratified and affirmed.

SIGNED IN THE PRESENCE OF:

INNOVATIVE LAND DEVELOPMENTS, INC.

Roger R. Hanson
Roger R. Hanson

BY: Clark A. Koby
Clark A. Koby

Nancy L. Mumma
Nancy L. Mumma

ITS: Vice President

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 10 day of SEPT, 1993, before me a notary public in and for said county, appeared KLARK A. KOBY, who is by me known to be the Vice President of INNOVATIVE LAND DEVELOPMENTS, INC. and in such capacity states that he signed the above document on behalf of said Corporation, as he is authorized to do so.

Roger R. Hanson
MELOSTA Roger R. Hanson, Notary Public
Oakland County, Michigan
My Commission Expires: 11/17/96

UNIT 1 CO-OWNER(S):
THIBODEAU BUILDING CO.
BY: _____
ITS: _____

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this _____ day of _____, 1993, before me a notary public in and for said county, appeared _____, an officer of THIBODEAU BUILDING CO., who is by me known to be the owner of Unit 1 of Whispering Meadows Condominium and in such capacity states that he/she signed the above document on behalf of THIBODEAU BUILDING CO. by authority of its Board of Directors, and the said _____ acknowledges the execution of said instrument as the free act and deed of THIBODEAU BUILDING CO.

MELOSTA

Robert R. Hansen
Notary Public
Oakland County, Michigan
My Commission Expires: 11/27/96

UNIT 2 CO-OWNER(S):

Tad Stuart
Tad Stuart
Klark Koby
Klark Koby

John F. Vislay
John F. Vislay

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 11 day of SEPT, 1993, before me a notary public in and for said county, appeared John F. Vislay who is by me known to be the owner of Unit 2 of Whispering Meadows Condominium and in such

capacity states that he signed the above document of his own free act and deed.

MELOSTA

Roger R Hanson
Roger R Hanson, Notary Public
Oakland County, Michigan
My Commission Expires: 11/17/96

UNIT 3 CO-OWNER(S):

Roger R Hanson
Roger R. Hanson
Klark Koby
Klark Koby

Gerald L. Tata
Gerald L. Tata

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 11 day of SEPT, 1993, before me a notary public in and for said county, appeared Gerald L. Tata who is by me known to be the owner of Unit 3 of Whispering Meadows Condominium and in such capacity states that he signed the above document of his own free act and deed.

MELOSTA

Roger R Hanson
Roger R Hanson, Notary Public
Oakland County, Michigan
My Commission Expires: 11/17/96

UNIT 4 CO-OWNER(S):

~~Richard D. Bailey
Richard D. Bailey~~

signed the above document on behalf of INNOVATIVE LAND DEVELOPMENTS, INC. by authority of its Board of Directors, and the said KLARK A. KOBY acknowledges the execution of said instrument as the free act and deed of INNOVATIVE LAND DEVELOPMENTS, INC.

Notary Public, Livingston
My Commission Expires June 9, 1997

Carol Blight
Notary Public
Oakland County, Michigan
My Commission Expires:

Andrea Boomstra
ANDREA BOOMSTRA

UNIT 7 CO-OWNER(S):

Klark Koby
Klark Koby

Vito Vascasseno BY Anthony Vascasseno,
His Attorney in Fact

Carol Blight
CAROL BLIGHT

Rob Sprader
Rob Sprader

Klark Koby
Klark Koby

Carol Blight
CAROL BLIGHT

Matt Sprader
Matt Sprader

Klark Koby
Klark Koby

Carol Blight
CAROL BLIGHT

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)
) LIVINGSTON

On this 2nd day of SEPT. , 1993, before me a notary public in and for said county, appeared Vito Vascasseno who is by me known to be a co-owner of Unit 7 of Whispering Meadows Condominium and in such

capacity states that he signed the above document of his own free act and deed.

CAROL L. BLIGHT
Notary Public, Livingston County, MI
My Commission Expires June 9, 1997

Carol L. Blight
CAROL L. BLIGHT, Notary Public
LIVINGSTON Oakland County, Michigan
My Commission Expires: 6-9-97

STATE OF MICHIGAN)
) SS.
COUNTY OF ~~OAKLAND~~)
) LIVINGSTON

On this 2ND day of SEPT., 1993, before me a notary public in and for said county, appeared Rob Sprader who is by me known to be a co-owner of Unit 7 of Whispering Meadows Condominium and in such capacity states that he signed the above document of his own free act and deed.

CAROL L. BLIGHT
Notary Public, Livingston County, MI
My Commission Expires June 9, 1997

Carol L. Blight
, Notary Public
Oakland County, Michigan
My Commission Expires:

STATE OF MICHIGAN)
) SS.
COUNTY OF ~~OAKLAND~~)
) LIVINGSTON

On this 2ND day of SEPT., 1993, before me a notary public in and for said county, appeared Matt Sprader who is by me known to be a co-owner of Unit 7 of Whispering Meadows Condominium and in such capacity states that he signed the above document of his own free act and deed.

CAROL L. BLIGHT
Notary Public, Livingston County, MI
My Commission Expires June 9, 1997

Carol L. Blight
, Notary Public
Oakland County, Michigan
My Commission Expires:

UNIT 7 CO-OWNER(S):

INNOVATIVE LAND DEVELOPMENTS INC.

BY: Klark A. Koby
Klark A. Koby

ITS: Vice President

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this _____ day of _____, 1993, before me a notary public in and for said county, appeared Klark A. Koby, an officer of INNOVATIVE LAND DEVELOPMENTS, INC., who is by me known to be the owner of Unit 7 of Whispering Meadows Condominium and in such capacity states that he signed the above document on behalf of INNOVATIVE LAND DEVELOPMENTS, INC. by authority of its Board of Directors, and the said KLARK A. KOBY acknowledges the execution of said instrument as the free act and deed of INNOVATIVE LAND DEVELOPMENTS, INC.

Roger R. Hanson
Roger R. Hanson, Notary Public
Oakland County, Michigan
My Commission Expires: 11/7/96

UNIT 8 CO-OWNER(S):

INNOVATIVE LAND DEVELOPMENTS INC.

BY: Klark A. Koby
Klark A. Koby

ITS: Vice President

Roger R. Hanson
Roger R. Hanson
Nancy L. Mumma
Nancy L. Mumma

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 11 day of SEPT, 1993, before me a notary public in and for said county, appeared Klark A. Koby, an officer of INNOVATIVE LAND DEVELOPMENTS, INC., who is by me known to be the owner of Unit 8 of Whispering Meadows Condominium and in such capacity states that he signed the above document on behalf of INNOVATIVE LAND DEVELOPMENTS, INC. by authority of its Board of Directors, and the said KLARK A. KOBY acknowledges the execution of said instrument as the free act and deed of INNOVATIVE LAND DEVELOPMENTS, INC.

MELOSTA
Roger R Hans
Roger R Hansery Notary Public
~~Oakland~~ County, Michigan
My Commission Expires: 11/17/96

UNIT 9 CO-OWNER(S):
INNOVATIVE LAND DEVELOPMENTS INC.

Andrea Boomstra
ANDREA BOOMSTRA
Carol L. Blight
CAROL L. BLIGHT

BY: Klark A. Koby
Klark A. Koby
ITS: Vice President

STATE OF MICHIGAN)
) SS.
COUNTY OF ~~OAKLAND~~
LIVINGSTON)

On this 2ND day of SEPT., 1993, before me a notary public in and for said county, appeared Klark A. Koby, an officer of INNOVATIVE LAND DEVELOPMENTS, INC., who is by me known to be the owner of Unit 9 of Whispering Meadows Condominium and in such capacity states that he

signed the above document on behalf of INNOVATIVE LAND DEVELOPMENTS, INC. by authority of its Board of Directors, and the said KLARK A. KOBY acknowledges the execution of said instrument as the free act and deed of INNOVATIVE LAND DEVELOPMENTS, INC.

CAROL L. BLIGHT
Notary Public, Livingston County
My Commission Expires June 1, 1997

Carol L. Blight
, Notary Public
Oakland County, Michigan
My Commission Expires:

Andrea Boomstra
ANDREA BOOMSTRA
KLARK KOBY
KLARK KOBY
Carol Blight
CAROL BLIGHT
KLARK KOBY
KLARK KOBY
Carol Blight
CAROL BLIGHT
KLARK KOBY
KLARK KOBY
Carol Blight
CAROL BLIGHT

UNIT 10 CO-OWNER(S):

Vito Vascassenno BY Anthony Vascassenno
Vito Vascassenno BY Anthony Vascassenno
His Attorney in Fact

Rob Sprader
Rob Sprader

Matt Sprader
Matt Sprader

STATE OF MICHIGAN)
) SS.
COUNTY OF ~~OAKLAND~~)
) LIVINGSTON

On this 2ND day of SEPT. , 1993, before me a notary public in and for said county, appeared Vito Vascassenno who is by me known to be a co-owner of Unit 10 of Whispering Meadows Condominium and in such

capacity states that he signed the above document of his own free act and deed.

CAROL L. BLIGHT
 Notary Public, Livingston County, MI
 My Commission Expires June 9, 1997
Carol L. Blight
 , Notary Public
 Oakland County, Michigan
 My Commission Expires:

STATE OF MICHIGAN)
) SS.
 COUNTY OF ~~OAKLAND~~)
 LIVINGSTON)

On this 2ND day of SEPT. , 1993, before me a notary public in and for said county, appeared Rob Sprader who is by me known to be a co-owner of Unit 10 of Whispering Meadows Condominium and in such capacity states that he signed the above document of his own free act and deed.

CAROL L. BLIGHT
 Notary Public, Livingston County, MI
 My Commission Expires June 9, 1997
Carol L. Blight
 , Notary Public
 Oakland County, Michigan
 My Commission Expires:

STATE OF MICHIGAN)
) SS.
 COUNTY OF ~~OAKLAND~~)
 LIVINGSTON)

On this 2ND day of SEPT. , 1993, before me a notary public in and for said county, appeared Matt Sprader who is by me known to be a co-owner of Unit 10 of Whispering Meadows Condominium and in such capacity states that he signed the above document of his own free act and deed.

CAROL L. BLIGHT
 Notary Public, Livingston County, MI
 My Commission Expires June 9, 1997
Carol L. Blight
 , Notary Public
 Oakland County, Michigan
 My Commission Expires:

UNIT 10 CO-OWNER(S):

Tad Stuart

Tad Stuart

Klark Koby

Klark Koby

Richard D. Rakestraw

Richard D. Rakestraw

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 11 day of SEPT, 1993, before me a notary public in and for said county, appeared Richard D. Rakestraw who is by me known to be the owner of Unit 11 of Whispering Meadows Condominium and in such capacity states that he signed the above document of his own free act and deed.

MELOSTA

Roger R. Hanson

Roger R. Hanson, Notary Public
Oakland County, Michigan

My Commission Expires: 11/17/96

UNIT 12 CO-OWNER(S):

Roger R. Hanson

Roger R. Hanson

Klark Koby

Klark Koby

Gerald L. Fata

Gerald L. Fata

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 11 day of SEPT, 1993, before me a notary public in and for said county, appeared Gerald L. Fata who is by me known to be the owner of Unit 12 of Whispering Meadows Condominium and in such

capacity states that he signed the above document of his own free act and deed.

MELOSTA Roger R Hanson
Roger R Hanson, Notary Public
Oakland County, Michigan
My Commission Expires: 11/17/96

UNIT 13 CO-OWNER(S):

Roger R Hanson
Roger R. Hanson
Klark Koby
Klark Koby

Terry Campbell
Terry Campbell

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 12 day of SEPT , 1993, before me a notary public in and for said county, appeared Terry Campbell who is by me known to be the owner of Unit 13 of Whispering Meadows Condominium and in such capacity states that he signed the above document of his own free act and deed.

MELOSTA Roger R Hanson
Roger R Hanson, Notary Public
Oakland County, Michigan
My Commission Expires: 11/17/96

UNIT 14 CO-OWNER(S):

Roger R Hanson

Gerald K. Marsh
Gerald K. Marsh

STATE OF MICHIGAN)
COUNTY OF OAKLAND) SS.

On this _____ day of _____, 1993, before me a notary public in and for said county, appeared Gerald K. Marsh who is by me known to be the owner of Unit 14 of Whispering Meadows Condominium and in such capacity states that he signed the above document of his own free act and deed.

Roger R. Hanson
Notary Public
Oakland County, Michigan
My Commission Expires: 11/17/96

UNIT 15 CO-OWNER(S):

INNOVATIVE LAND DEVELOPMENTS INC.

Roger R. Hanson
Roger R. Hanson
Nancy L. Mumma
Nancy L. Mumma

BY: Clark A. Koby
Clark A. Koby
ITS: Vice President

STATE OF MICHIGAN)
COUNTY OF OAKLAND) SS.

On this 11 day of SEPT, 1993, before me a notary public in and for said county, appeared Klark A. Koby, an officer of INNOVATIVE LAND DEVELOPMENTS, INC., who is by me known to be the owner of Unit 15 of Whispering Meadows Condominium and in such capacity states that he signed the above document on behalf of INNOVATIVE LAND DEVELOPMENTS, INC. by authority of its Board of Directors, and the said KLARK A.

UNIT 17 CO-OWNER(S):

INNOVATIVE LAND DEVELOPMENTS INC.

Roger R. Hanson
Roger R. Hanson
Nancy E. Mumma
Nancy E. Mumma

BY: Clark A. Koby
Clark A. Koby
ITS: Vice President

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 11 day of SEPT, 1993, before me a notary public in and for said county, appeared Klark A. Koby, an officer of INNOVATIVE LAND DEVELOPMENTS, INC., who is by me known to be the owner of Unit 17 of Whispering Meadows Condominium and in such capacity states that he signed the above document on behalf of INNOVATIVE LAND DEVELOPMENTS, INC. by authority of its Board of Directors, and the said KLARK A. KOBY acknowledges the execution of said instrument as the free act and deed of INNOVATIVE LAND DEVELOPMENTS, INC.

MELOSTY

Roger R. Hanson
Roger R. Hanson, Notary Public
Oakland County, Michigan
My Commission Expires: 11/17/96

UNIT 18 CO-OWNER(S):

INNOVATIVE LAND DEVELOPMENTS INC.

Roger R. Hanson
Roger R. Hanson
Nancy E. Mumma
Nancy E. Mumma

BY: Clark A. Koby
Clark A. Koby
ITS: Vice President

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 11 day of SEPT, 1993, before me a notary public in and for said county, appeared Klark A. Koby, an officer of INNOVATIVE LAND DEVELOPMENTS, INC., who is by me known to be the owner of Unit 18 of Whispering Meadows Condominium and in such capacity states that he signed the above document on behalf of INNOVATIVE LAND DEVELOPMENTS, INC. by authority of its Board of Directors, and the said KLARK A. KOPY acknowledges the execution of said instrument as the free act and deed of INNOVATIVE LAND DEVELOPMENTS, INC.

Roger R. Hanson
MELOSTA Roger R. Hanson Notary Public
Oakland County, Michigan
My Commission Expires: 11/17/96

UNIT 19 CO-OWNER(S):

FERRIS BUILDING CORP.

BY: Dorin Ferris

ITS: Dorin Ferris PRES

Roger R. Hanson
Roger R. Hanson
Klark Koby
Klark Koby

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 12 day of SEPT, 1993, before me a notary public in and for said county, appeared _____, an officer of FERRIS BUILDING CORP., who is by me known to be the owner of Unit 19 of Whispering Meadows Condominium and in such capacity states that he

signed the above document on behalf of FERRIS BUILDING CORP. by authority of its Board of Directors, and the said acknowledges the execution of said instrument as the free act and deed of FERRIS BUILDING CORP.

Andrea Boomstra
ANDREA BOOMSTRA
MELOSTA

Roger R. Hanson
Roger R. Hanson, Notary Public
Oakland County, Michigan
My Commission Expires: 11/17/96

UNIT 20 CO-OWNER(S):

Clark Kobay
KLARK KOBAY

Robert C. Sprader
Robert C. Sprader

Carol L. Blight
CAROL L. BLIGHT

Matthew C. Sprader
Matthew C. Sprader

Clark Kobay
KLARK KOBAY

Carol L. Blight
CAROL L. BLIGHT

STATE OF MICHIGAN)
) SS.
COUNTY OF ~~OAKLAND~~
 LIVINGSTON

On this 2ND day of SEPT., 1993, before me a notary public in and for said county, appeared Robert C. Sprader who is by me known to be a co-owner of Unit 20 of Whispering Meadows Condominium and in such capacity states that he signed the above document of his own free act and deed.

CAROL L. BLIGHT
Notary Public, Livingston County, MI
My Commission Expires June 9, 1997

Carol L. Blight
CAROL L. BLIGHT, Notary Public
LIVINGSTON ~~Oakland~~ County, Michigan
My Commission Expires:

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this _____ day of _____, 1993, before me a notary public in and for said county, appeared Thomas M. Attard who is by me known to be the owner of Unit 24 of Whispering Meadows Condominium and in such capacity states that he signed the above document of his own free act and deed.

_____, Notary Public
Oakland County, Michigan
My Commission Expires:

UNIT 25 CO-OWNER(S):

Tad Stuart

Tad Stuart

Melvin Dziejic

Melvin Dziejic

Klark Koby

Klark Koby

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 15 day of SEPT, 1993, before me a notary public in and for said county, appeared Melvin Dziejic who is by me known to be the owner of Unit 25 of Whispering Meadows Condominium and in such capacity states that he signed the above document of his own free act and deed.

Tad Stuart

~~ROSCOMMON~~ *TAD STUART*, Notary Public
Oakland County, Michigan
My Commission Expires: 7-25-95

UNIT 26 CO-OWNER(S):

Tad Stuart

Tad Stuart

Christopher J. Swartwout

Christopher Swartwout

Klark Koby

Klark Koby

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 22nd day of September, 1993, before me a notary public in and for said county, appeared Christopher Swartwout who is by me known to be the owner of Unit 26 of Whispering Meadows Condominium and in such capacity states that he signed the above document of his own free act and deed.

Tad Stuart

TAD STUART, Notary Public

205 COMMON Oakland County, Michigan

My Commission Expires: 7-25-95

UNIT 27 CO-OWNER(S):

Michael Muller

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this day of , 1993, before me a notary public in and for said county, appeared Michael Muller who is by me known to be the owner of Unit 27 of Whispering Meadows Condominium and in such

UNIT 29 CO-OWNER(S):

Tad Stuart
Tad Stuart
Klark Koby
Klark Koby

Camella West
~~Donald Adams~~ Camella West

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 10 day of Sept, 1993, before me a notary public in and for said county, appeared ~~Donald Adams~~ Camella West who is by me known to be the owner of Unit 29 of Whispering Meadows Condominium and in such capacity states that he signed the above document of his own free act and deed.

Tad Stuart
TAD STUART, Notary Public
~~ROSCOMMON~~ Oakland County, Michigan
My Commission Expires: 7-25-95

UNIT 30 CO-OWNER(S):

Tad Stuart
Tad Stuart
Klark Koby
Klark Koby

Donald Adams
Donald Adams

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 10 day of SEPT, 1993, before me a notary public in and for said county, appeared Donald Adams who is by me known to be the owner of Unit 30 of Whispering Meadows Condominium and in such

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 12 day of SEPT, 1993, before me a notary public in and for said county, appeared Todd A. Andress who is by me known to be the owner of Unit 31 of Whispering Meadows Condominium and in such capacity states that he signed the above document of his own free act and deed.

Tad Stuart

TAD STUART, Notary Public
Oakland County, Michigan
My Commission Expires: 7-25-95

Rescinded

UNIT 32 CO-OWNER(S):

Harold Kalbfleisch

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this day of , 1993, before me a notary public in and for said county, appeared Harold Kalbfleisch who is by me known to be the owner of Unit 32 of Whispering Meadows Condominium and in such capacity states that he signed the above document of his own free act and deed.

_____, Notary Public
Oakland County, Michigan
My Commission Expires:

UNIT 33 CO-OWNER(S):

Tad Stuart

Tad Stuart

David Gawecki

David Gawecki

Klark Koby

Klark Koby

Tad Stuart

Tad Stuart

Michele Gawecki

Michele Gawecki

Klark Koby

Klark Koby

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 13 day of SEPT, 1993, before me a notary public in and for said county, appeared David Gawecki who is by me known to be a co-owner of Unit 33 of Whispering Meadows Condominium and in such capacity states that he signed the above document of his own free act and deed.

Tad Stuart

Tad Stuart, Notary Public
Roscommon Oakland County, Michigan
My Commission Expires: 7-25-95

~~STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)~~

~~On this 13 day of SEPT, 1993, before me a notary public in and for said county, appeared Michele Gawecki who is by me known to be the owner of Unit 33 of Whispering Meadows Condominium and in such~~

capacity states that she signed the above document of her own free act and deed.

Andree Boomstra
 ANDREA BOOMSTRA

Klark Kobz
 KLARK KOBZ

Carol L. Blight
 CAROL L. BLIGHT

Klark Kobz
 KLARK KOBZ

Carol L. Blight
 CAROL L. BLIGHT

_____, Notary Public
 Oakland County, Michigan
 My Commission Expires: _____

UNIT 34 CO-OWNER(S):

Robert C. Sprader
 Robert C. Sprader

Matthew C. Sprader
 Matthew C. Sprader

STATE OF MICHIGAN)
) SS.
 COUNTY OF ~~OAKLAND~~
 LIVINGSTON

On this 2ND day of SEPT., 1993, before me a notary public in and for said county, appeared Robert C. Sprader who is by me known to be a co-owner of Unit 34 of Whispering Meadows Condominium and in such capacity states that he signed the above document of his own free act and deed.

CAROL L. BLIGHT
 Notary Public, Livingston County, MI
 My Commission Expires June 9, 1997

Carol L. Blight
 CAROL L. BLIGHT, Notary Public
~~Oakland~~ County, Michigan
 My Commission Expires: _____

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 6 day of SEPT, 1993, before me a notary public in and for said county, appeared Matthew C. Sprader who is by me known to be the a co-owner of Unit 34 of Whispering Meadows Condominium and in such capacity states that he signed the above document of his own free act and deed.

_____, Notary Public
Oakland County, Michigan
My Commission Expires:

UNIT 35 CO-OWNER(S):

Tad Stuart

Tad Stuart

Timothy S. Leist

Timothy S. Leist

Klark Koby

Klark Koby

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 9 day of SEPT, 1993, before me a notary public in and for said county, appeared Timothy S. Leist who is by me known to be the owner of Unit 35 of Whispering Meadows Condominium and in such capacity states that he signed the above document of his own free act and deed.

Tad Stuart

TAD STUART, Notary Public
Oakland County, Michigan
My Commission Expires: 7-25-95

(Not common)

UNIT 36 CO-OWNER(S):

Tad Stuart
Tad Stuart

Donald E. Chambers
Donald E. Chambers

Clark Koby
Clark Koby

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 11 day of Sept, 1993, before me a notary public in and for said county, appeared Donald E. Chambers who is by me known to be the owner of Unit 36 of Whispering Meadows Condominium and in such capacity states that he signed the above document of his own free act and deed.

Tad Stuart
TAD STUART, Notary Public
Oakland County, Michigan
My Commission Expires: 7-25-95

Resubmitted

Drafted by and

When Recorded Return to:
JOHN A. STEVENS, ESQ.
Matheson, Parr, Schuler,
Ewald, Ester & Jolly
2555 Crooks Road, Ste. 200
Troy, MI 48084
(313) 643-7900

Amended

LIBER 14368 PC 701

FOURTH AMENDMENT TO MASTER DEED
OF
WHISPERING MEADOWS CONDOMINIUM

This Fourth Amendment to Master Deed is made and executed on the 13th day of January, 1994, by INNOVATIVE LAND DEVELOPMENTS, INC., a Michigan corporation, hereinafter referred to as "Developer", represented herein by its Vice President, Klark Koby, who is fully empowered and qualified to act on behalf of said corporation in pursuance to the provisions of the Michigan Condominium Act (being Act 59 of Public Acts of 1978, as amended) (hereinafter referred to as "Act")

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W I T N E S S E T H:

WHEREAS, the DEVELOPER of WHISPERING MEADOWS CONDOMINIUM a condominium project established pursuant to the Master Deed thereof dated October 30, 1992, and recorded November 5, 1992, in Liber 13063, Pages 715 through 740, both inclusive, Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 790, and as amended by First Amendment to Master Deed dated December 17, 1992, and recorded December 18, 1992, in Liber 13191, Pages 785 through 827, and as amended by Second Amendment to Master Deed recorded September 29, 1993, in Liber 14007, Pages 105-112, all inclusive, and as amended by Third Amendment to Master Deed recorded October 4, 1993, in Liber 14016, Pages 726-753, all inclusive, desires to further amend said Master Deed pursuant to the amendatory powers provided in Articles VIII and IX of the Master Deed to expand the condominium by the

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inclusion of additional land as provided for herein, to revise and

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- 12-29-201-001-NET4*
- 12-29-100-002-NET4*
- 12-29-201-003-NET4*
- 12-29-100-003-NET4*
- 12-29-251-001-NET4*
- 12-29-251-006-NET4*
- 12-29-201-001-NET4*
- 12-29-229-001-NET4*
- 12-29-280-011-NET4*
- 12-29-280-012-NET4*
- 12-29-423-000*

OAKLAND COUNTY TREASURERS OFFICE
HEREBY CERTIFY that there are no TAX LIENS or
TITLES held by the state or any individual against the
within description, and all TAXES on same are paid for
two years previous to the date of this instrument, as
response by the records in the office except as stated.

P. High C7

OK - T. SMITH

D. HIGH SCHOOL, County Treasurer
Oak. Co., Mich. 48806

OK - G.K.

amend the percentages of value to reflect the inclusion of the additional land and units to be created thereon pursuant to Articles V and VIII of the Master Deed, to amend the architectural control restrictions of the Bylaws with respect to new land to be added and otherwise comply with the requirements Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish the property on the land which is described in Article I of this Amendment as part of Whispering Meadows Condominium as a condominium project under the Acts, and does declare that said part of Whispering Meadows Condominium shall, after such establishment be held, conveyed and hypothecated and encumbered, leased, rented, occupied and proved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed and its exhibits, all of which shall be deemed to run with the land and shall be burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in said real property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of said property as part of said condominium project, the Master Deed is hereby amended as follows:

ARTICLE I OF AMENDMENT

Article II of the Master Deed of Whispering Meadows Condominium shall, upon recordation in the office of the Oakland County Register of Deed of this Amendment be replaced by the following:

A parcel of land located in Section 29,
T3N-R8E, White Lake Township, Oakland
County Michigan described as follows:

LIBER 14368 PG 703

Beginning at a point N87°58'38"E 812.96 Feet and S1°35'55"E 60.00 Feet from the North 1/4 corner of said Section 29; thence N87°58'38"E along said North line 506.53 Feet to the East 1/8 line of said section; thence S01°35'55"E along said 1/8 line 1079.20 Feet to a point on the centerline of Cedar Creek so-called; thence along said centerline 604'± to a point which is N65°29'47"E 418.90 Feet from said 1/8 line; Thence S01°33'33"W 505.05 Feet, Thence N86°34'44"E 353.80 Feet to the centerline of Bogie Lake Road as established in the recorded plat of Lakewood Village No. 8, As recorded in Liber 124, Pages 21 & 22, Oakland County Records; thence along the centerline of said Bogie Lake Road the following 5 courses: (1) S01°56'03"W 543.76 Feet and (2) along a curve to the left having a radius of 954.93 Feet, a central angle of 26°56'01", an arc length of 448.89 Feet, and a chord bearing and distance of S11°31'57"E 444.77 Feet, and (3) S24°59'56"E 447.09 Feet, and (4) S24°40'57"E 725.56 Feet, and (5) along a curve to the right having a radius of 1432.39 Feet, a central angle of 04°24'58", an arc length of 110.40 Feet, and a chord bearing and distance of S22°28'28"E 110.37 feet to a point which is N01°31'57" W 1229.33 Feet and N10°53'58"W 466.26 Feet from the southeast corner of Section 29, T3N-R8E; thence leaving said centerline S87°54'40"W 1528.74 Feet; thence N00°49'32"W 969.57 Feet to the E&W 1/4 line of said section; thence S87°50'16"W along said 1/4 line 1064.49 Feet to the center of Section 29; thence continuing along said 1/4 line S87°50'15"W 1343.48 Feet to the West 1/8 line of said section; thence N01°00'46"W along said 1/8 line 1989.79 Feet; thence S80°42'53"E 362.39 Feet; thence N87°49'34"E 60.00 Feet; thence N02°10'26"W 72.27 Feet; thence along a curve to the left having a radius of 360.00 Feet, a central angle of 21°00'53", an arc length of 132.04 Feet, and a chord bearing and distance of N12°40'53"W 131.30 Feet; thence N89°56'07"E 324.60 Feet; thence

S80°59'23"E 155.88 Feet; thence
 S87°25'28"E 179.11 Feet; thence
 S18°33'48"W 303.66 Feet; thence along a
 curve to the right having a radius of
 1022.14 Feet, a central angle of
 03°21'50", an arc length of 60.01 Feet,
 and a chord bearing and distance of
 S71°26'12"E 60.00 Feet; thence
 N18°33'48"E 318.53 Feet; thence
 S88°41'00"E 231.95 Feet; thence
 N02°39'54"W 118.00 Feet; thence
 N87°05'56"E 813.83 Feet; thence
 N02°55'40"W 443.77 Feet to the POINT OF
 BEGINNING. Said parcel containing
 185.45 Acres of land and being subject
 to and having the use of Bogie Lake
 Road, so-called. Reserving, however, to
 the developer, Innovative Land
 Developments, Inc., all the subsurface
 mineral rights to the above described
 premises which are not enclosed within a
 unit as defined in the Master Deed and
 Exhibit B and to all mineral rights at
 or below ground level of general common
 element areas. Such mineral rights
 reserved to the developer include,
 without limitation, all oil and gas
 rights, rights to lease oil and gas but
 excluding any right to development of
 the surface in conjunction with oil
 and/or gas extraction activities.

ARTICLE II OF AMENDMENT

Article III, Section 3 of the Master Deed shall be amended to
 read as follows:

Section 3. The Bylaws. "Bylaws" means Exhibit A hereto and
 any and all amendments thereof recorded in subsequent
 amendments to this Master Deed, being the Bylaws setting
 forth the substantiative rights and obligations of the co-
 owners and required by Section 3(8) of the Act to be
 recorded as part of the Master Deed. The Bylaws shall also
 constitute the Corporate Bylaws of the Association as
 provided for under the Michigan Non-Profit Corporation Act.

ARTICLE III OF AMENDMENT

Article III, Section 8 of the Master Deed, shall be amended to read as follows:

Section 8. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit B hereto and any amendments to Exhibit B recorded in subsequent amendments to the Master Deed.

ARTICLE IV OF AMENDMENT

Article III of the Master Deed shall be amended by the addition of a new Section 17 which shall read as follows:

Section 17. Storm Sewer System. "Storm Sewer System" shall mean any existing storm sewers and any storm sewers which may in the future be installed in the condominium, including all the storm retention easements and storm drain easement shown on Exhibit "B", whether or not such areas are located within the boundaries of a unit.

ARTICLE V OF AMENDMENT

Article IV, Section 1 of the Master Deed, shall be amended to read as follows:

Section 1. General Common Elements. The "General Common Elements" are:

(a) Electrical and telephone. The electrical and telephone transmission mains throughout the project up to the respective transformers for each unit.

(b) Storm Sewers. Any portion of the storm sewer system as previously defined which is not within the boundaries of a unit.

(c) Driveways. The project drives known as "Whispering Meadows Drive", "Stonewood Drive", "Rosewood Parkway", "Sprader Drive", "Brandon Court", "Weber Court", "Todd Court", and "Kyle Court", as reflected on Exhibit B as amended, and any curbs or sidewalks which may be constructed along said drives, until and unless such time as they may be publicly dedicated.

(d) Nature Areas. Those nature areas as designated on Exhibit B as amended including that portion of Cedar Creek and Lake Neva, included within the boundaries of the Condominium shall be general common elements.

(e) Other. Any and all property within the Condominium not otherwise defined as units or limited common elements shall be general common elements of the Condominium.

ARTICLE VI OF AMENDMENT

Article VI of the Master Deed shall be replaced in its entirety with the following:

ARTICLE VI

UNIT DESCRIPTIONS AND PERCENTAGES OF VALUE

Section 1. Description of Units. The first phase of the Condominium consists of thirty-six (36) units. The second phase of the Condominium consists of ninety-six (96) additional units being Units 37 through 132. Each unit in the Condominium project is described in this paragraph with reference to the Condominium Subdivision Plan of Whispering Meadows Condominium and prepared by Cornerstone Engineering and attached hereto as Exhibit B as amended. Each unit shall consist of the space located within unit boundaries as shown in Exhibit B hereto as amended, being delineated with heavy outlines.

Section 2. Percentages of Value. The percentages of value assigned each unit are set forth below. The percentages of value were computed on the basis of comparative characteristics of the units including acreage, location, sale price and roadway access and usage. The percentage of value assigned each unit shall be determinative of each co-owner's respective here of the common elements of the Condominium project, the proportionate share of each respective co-owner and the proceeds and expenses of administration and the value of such co-owner's vote at meetings of the Association of Co-owners.

<u>UNIT</u>	<u>% OF VALUE</u>	<u>UNIT</u>	<u>% OF VALUE</u>	<u>UNIT</u>	<u>% OF VALUE</u>
1.	.5088%	2.	.5546%	3.	.5546%
4.	.6004%	5.	1.0337%	6.	1.0337%
7.	1.0337%	8.	.8755%	9.	1.0337%
10.	1.0337%	11.	1.0337%	12.	1.0337%
13.	1.0337%	14.	1.0337%	15.	.9420%
16.	.9420%	17.	.9420%	18.	.9420%
19.	.9420%	20.	.9420%	21.	.8755%
22.	.6234%	23.	.6234%	24.	.6234%
25.	.6234%	26.	.6234%	27.	.6234%
28.	.6234%	29.	.6234%	30.	.6234%
31.	.6234%	32.	.6234%	33.	.6234%
34.	.6234%	35.	.6692%	36.	.6692%
37.	.6436%	38.	.8067%	39.	.8067%
40.	.8067%	41.	.6434%	42.	.6434%
43.	.6434%	44.	.8067%	45.	.8067%
46.	.8067%	47.	.7586%	48.	.7586%

49.	.7586%	50.	.9214%	51.	.9214%
52.	.9214%	53.	.9214%	54.	.9214%
55.	.9214%	56.	.9214%	57.	.9214%
58.	.9214%	59.	.9214%	60.	.9214%
61.	.9214%	62.	.8755%	63.	.8755%
64.	.8755%	65.	.8755%	66.	.8755%
67.	.8962%	68.	.8962%	69.	.8962%
70.	.8962%	71.	.8962%	72.	.7838%
73.	.7838%	74.	.8962%	75.	.8962%
76.	.3427%	77.	.2293%	78.	.6692%
79.	.6234%	80.	.6234%	81.	.6234%
82.	.6234%	83.	.6234%	84.	.6234%
85.	.6234%	86.	.6234%	87.	.6234%
88.	.6234%	89.	.6234%	90.	.6234%
91.	.6234%	92.	.6234%	93.	.6234%
94.	.6234%	95.	.6234%	96.	.6234%
97.	.6234%	98.	.6234%	99.	.6234%
100.	.6234%	101.	.6234%	102.	.6234%
103.	.6234%	104.	.6234%	105.	.6692%
106.	.6692%	107.	.6692%	108.	.6692%
109.	.6692%	110.	.6692%	111.	.7586%
112.	.7586%	113.	.8067%	114.	.8067%
115.	.8067%	116.	.8067%	117.	.8067%
118.	.8067%	119.	.8067%	120.	.8067%
121.	.8067%	122.	.8503%	123.	.8503%
124.	.8503%	125.	.8067%	126.	.8067%
127.	.8067%	128.	.8067%	129.	.8067%
130.	.8067%	131.	.8067%	132.	.6463%

100.0000%

ARTICLE VII OF AMENDMENT

Article VII of the Master Deed shall be amended by the addition of the following sections:

Section 9. Detroit Edison Easements. As reflected in Exhibit B as amended on sheet 5 of same there is a Detroit Edison easement which runs from north to south through the common elements nature area and over Meadows Drive and Rosewood Parkway, such easement having been given to Detroit Edison for electrical transmission lines.

Section 10. Oil and/or Gas Easement. As reflected on Exhibit B as amended, parallel to the Detroit Edison easement is a 15-foot wide oil and/or gas pipeline easement given to Wolverine Oil and Gas Company for the purpose of transmission of oil or natural gas across the condominium project. This easement runs across Units 72, 132 and 37 as well as portions of the nature area and under Meadows Drive and Rosewood Parkway. The Developer hereby grants to Wolverine Gas and Oil the easement including the right to install in the easement area the pipeline, to inspect it,

maintain it, repair it and replace it and such ingress and egress onto any of the Condominium properties as is necessary to carry on the above functions.

Section 11. Access Easement to Additional Expansion Area. Developer reserves for the benefit of itself, its successors and assigns, an easement over and across any of the roadways in the condominium except Kyle Court, Weber Court, Todd Court and Brandon Court to access the additional expansion area at the northerly boundary of the project as reflected in Exhibit B. Should the additional expansion area reflected on Exhibit B as amended not be developed as a part of this Project, then such area shall be impressed with the obligation of paying a portion of the annual maintenance, repair and replacement expenses for Whispering Meadows' roadways subject to this access easement, being such costs times the fraction 14/132. The owners of the expansion area (but not the Developer while it owns it) shall pay such costs within 90 days of the date such costs and supporting documentation have been submitted to them by Whispering Meadows Association.

Section 12. Storm Drain Easement. The Developer also hereby reserves for the benefit of itself, its successors and assigns and the Association the right to create and install diversion ditches in the nature of drainage swales. As reflected in Exhibit B, as amended, there shall be a 40-foot drain easement running through the nature area between Units 72 and 132 and extending through portions of Unit 81, 82, 83 and 91. Additionally, there shall be a 65 foot storm drain easement between units 58 and 59; a 30 foot storm drain easement between units 64 and 65; a 20 foot storm drain easement between units 41 and 42; and storm drainage swales and retention area easement on and between units 66 and 67, all as described more fully in Exhibit B. Notwithstanding the easement for such diversion ditches, such easements shall be subject to the right of the owner of Unit 82 to install a driveway across such storm drain easement in any configuration approved in writing by the Developer and approved by the Township; Provided, however, that the owner of Unit 82 shall not construct such driveway in any fashion as to impede the flow of water through the drainage swale. Developer hereby grants additional storm drain easements and easements for gas, electricity, telephone, cable TV and storm drainage as same are reflected on Exhibit B, as amended, for Phase II.

Section 13. Restrictive Easement for Preservation and Conservation of Wet Lands. The Developer desires to preserve and protect certain lands within the condominium project designated as wet lands pursuant to the Department of Natural Resources of the State of Michigan and the accompanying vegetation therein as shown in the Condominium Subdivision Plan, attached hereto as Exhibit B, as amended.

Accordingly, while simple title to each Condominium unit shall be vested in the co-owner acquiring same and each co-owner shall have exclusive rights with respect to his "yard area", such portions of the units designated as wet lands in the Condominium Subdivision Plan shall remain substantially in their natural condition for the enjoyment of the owner thereof and for the protection of the property values associated therewith. The designation of natural wet lands referred to herein and shown on the accompanying subdivision plan may only be altered by compliance with all applicable federal, state and local laws relative to wet land preservation and in compliance with the requirements for amendment of this Master Deed.

Specifically, no owner or occupant shall be allowed to change the natural conditions of those areas designated as wet lands by any of the following activities without receiving approval from the proper local and state authorities:

1. the placing of fill materials in wet land area;
2. dredging or removing soil or minerals from the wet land area;
3. construction or development of the wet land other than a possible low-impact activity or use such as those enumerated hereafter;
4. drainage of surface water from a wet land;
5. removal of any trees from any wet land which are greater than 4 inches in diameter at 4 feet above ground level, unless the co-owner can demonstrate to the satisfaction of the Developer or the Architectural Control Committee of the Association that leaving the tree in place will cause unreasonable interference with the purchaser's use of the property or that the tree is diseased in such a manner as to adversely affect the homeowner or other co-owners' properties.

Low impact activities, such as the construction of a deck or floating dock over the wet lands, bird houses, i.e, purple martin houses may be allowed in said areas subject to the Goemaere-Anderson Wet Land Protection Land, 1978 PA 203.

The restrictions enumerated herein shall apply only to those areas designated as wet lands under the terms of the Act and as so described in the Condominium Subdivision Plan. All residential building sites in Whispering Meadows Condominium have sufficient lands which are not included in this restriction or the provisions of the Act for the erection of a single-family residence with attached garage and after compliance with any and all setback and side yard requirements established by White Lake Township.

The restrictions enumerated herein are not severable and shall not expire under any circumstances unless amended or approved by the Michigan Department of Natural Resources and the Township.

Section 14. Flood Plains. Exhibit B, as amended, shows the 100-year plain contour as it extends in this project. No permanent improvement, structure or device may be built within the flood plains area of any unit or limited common element area without prior written application to or approval of the Association's Board of Directors, which shall only be given for applications meeting all state and local flood plain requirements.

Section 15. Restrictions on Grading Plans. No building permit shall be issued for units 49 and 50 until and unless said unit owners have first submitted site grading plans and have had same reviewed and approved by both White Lake Township and the Association.

Section 16. Restrictions on Boat Usage on Lake Neva. Only those unit owners whose units have frontage on Cedar Creek or Lake Neva may maintain or use boats on these water bodies.

ARTICLE VIII OF AMENDMENT

Article VI, Section 3 of the Bylaws being Exhibit A to the Master Deed of Whispering Meadows Condominium shall be replaced with the following language:

Section 3. Architectural Control. The Developer of the Project intends that there shall be a residential dwelling and certain other improvements within the boundaries of each of the Condominium Units in the Project. A Co-owner shall engage the services of a licensed builder to construct improvements (including the residential dwelling) within the boundaries of a Condominium Unit. Developer shall be entitled to require that the builder or Co-owner furnish to the Association adequate security, in Developer's discretion, to protect the Association against costs and expenses which it might incur in connection with the failure to complete construction in a timely and diligent manner in accordance with the approved plans and specifications for the dwelling and its appurtenances. No building, structure or other improvement shall be constructed within a Condominium Unit or elsewhere within the Condominium Project, nor shall any exterior modification be made to any existing buildings, structure or improvement, unless plans and specifications therefor, containing such detail as the Developer may reasonably request, have first been approved

in writing by the Developer. Construction of any building or other improvements must also receive any necessary approvals from the local public authority. 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, the site upon which it is proposed to be constructed and the degree of harmony thereof with the condominium as a whole. The following building restrictions will apply to all units and improvements thereon:

(a) No residential structure with less than a 6/12 roof pitch will be permitted.

(b) No residential structure exceeding two (2) stories in height above grade level will be permitted; however, "tri-level" or "quad-level" structures, as approved by developer shall not constitute a violation of this paragraph.

(c) All residential structures must have an attached garage (minimum - two car).

(d) Single-level ranch-type structures, with basement or crawl space below grade level shall be at least 1700 square feet in size. No ranch shall be constructed on a slab foundation.

(e) Two-level ranch-type structures (one floor above the other with one floor above grade level and open exposed basement) shall be at least 1700 square feet on floor above grade level. Basements of such structures need not be finished basements.

(f) Bi-level residential structures (the lower floor of which is below grade level a maximum of five (5) feet and no more than 1-1/3 stories high) shall be at least 2100 square feet, and both levels shall be completely finished.

(g) Tri-level residential structures (being 1-1/2 stories high above grade level) shall have finished floor area in the two upper floors of at least 1600 square feet.

(h) Quad-level residential structures (being 1-1/2 stories high above grade level) shall have finished floor area in the two upper floors of at least 1600 square feet.

(i) Two story residential structures (two stories above grade level) shall have at least 1,100 square feet at grade level and at least 2000 square feet total area, all finished.

(j) Story-and-a-half residential structures (being two floors above grade level) shall have at least 1850 square feet total with the upper floor at least 1/4 the square foot area of the lower level. Both levels shall be completely finished.

(k) Square foot area shall be computed by including exterior walls, partitions, bay windows, if same reach to the floor and are fully enclosed, heated areas. Attached garages and crawl spaces shall not be so included.

(l) The exterior walls of residential structures, including all enclosed, heated areas and attached garages, breezeways and porches shall be constructed of a minimum of twenty-five percent (25%) nature stone (or brick of equal quality), window areas excluded; the balance may be artificial stone, cedar, white pine, or cypress, (no aluminum or vinyl siding) with an exposure of not less than eight inches (8") to the weather. Vertical tongue-in-groove siding or ornamental plywood may also be used in exterior walls. The Developer shall have the authority to approve any material which, in its opinion, is of comparable or superior quality to those specified above; however, no cinder or concrete blocks shall be used in exterior walls.

(m) No structures of any kind shall be moved or placed upon any lot or building plot. No structures such as trailers, mobile units, basement, tent, shack, garages, barn or other out-buildings shall be constructed, erected, moved or placed on any lot or building plot or used on any lot or building plot at any time, either temporarily or permanently. In the event an owner or occupant shall have a private trailer, truck or commercial vehicle, the same must be housed in a suitable attached garage. The garage must be a minimum of a two-car attached garage. No structure which would qualify for usage as a residence in any area classified or designated as Mobile Home Park Districts shall be permitted upon any lot or building plot.

(n) No above-ground pools may be installed. In-ground pools may be constructed with prior approval of the plans by the Developer or Association. Pools shall be fenced according to White Lake Township.

(o) The exterior of all residential structures, attached garages and breezeways must be completed, including at least two (2) coats of paint, stain, and/or

varnish on all exterior woodwork within nine (9) months from the date of commencement of construction.

(p) No fences other than living shrubs and wood fences of corral or picket-type shall be permitted. Corral or picket-type wood fences may be erected on side and street front lines, providing that such fences shall not exceed forty-two inches (42") in height. No hedge or living shrub will be permitted in front of the front building line in excess of four feet (4") in height.

(q) The Developer shall have control of site grading and development, to control soil erosion, with respect to each unit during its development. Owners shall submit to the Developer a site grading and soil erosion control plan in writing to Developer for approval and no construction shall take place until written approval of said plan is given. Basic landscaping, including finish grading and seeding or sodding and installation of driveways must be completed within nine (9) months after date of occupancy. Concrete or paved driveways only. Lawn and plant areas shall be fertilized with phosphate-free fertilizers.

(r) No satellite dishes or external antennae be allowed unless approved by the Developer or Association.

(s) The design, size, and location of all dog houses and/or kids play houses must be approved in the same manner as in the procedure for approval of residences described above.

(t) Dusk to Dawn lighting plan. - Each unit will be required to have at least one outside light that will go on at Dusk and out at Dawn.

(u) In connection with the Association maintenance of the general common element hillside area in the nature area adjacent to Unit 82, the Association and the owner of Unit 82 shall develop a "hillside maintenance plan" such maintenance of the designated area to be undertaken by the Association as a common expense of the Association.

In the event that Developer shall fail to approve or disapprove or take any other action upon such plans and specifications within thirty (30) days after complete plans and specifications have been delivered to Developer, such approval will not be required; provided, however, that such plans and locations of structures on the Homesite conform to or are in harmony with existing structures in the Condominium, these Bylaws and any zoning or other local laws applicable thereto. If Developer takes action with respect to the plans and specifications within such 30-day period, then the affected Co-owner shall respond appropriately to the Developer's requests until approval shall have been granted. No construction of

any building or improvement pursuant either to express approval properly obtained hereunder or by virtue of failure of action either by the Developer or the Association may be constructed as a precedent or waiver, binding on the Developer, the Association, any Co-owner or any other person as to any other structure or improvement which is proposed to be built.

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. Developer's rights under this Article VI, Section 3 may, in Developer's discretion, be assigned to the Association or other successor to Developer. If these rights are assigned to the Association, an Architectural Control Committee, consisting of 3 persons, only one of which may be a Board member shall be appointed by the Association Board to administer these architectural control provisions. 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.

ARTICLE IX OF AMENDMENT

The Condominium Subdivision Plan, being Exhibit B to the Master Deed shall be amended by the addition of the following sheets:

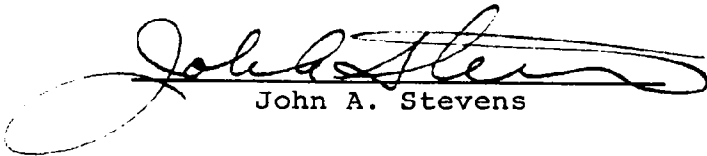
- Sheet 1 being the replacement cover sheet;
- Sheet 5 being the Survey Plan for Units 37 through 132;
- Sheet 6 being the Site Plan for Units 37, 72 though 77 and 132;
- Sheet 7 being the Site Plan for Units 38 though 44, 66 though 71, 79 through 98, and 125 through 131;
- Sheet 8 being the Survey Plan for Units 45 through 65 and 99 through 124;
- Sheet 9 being the Utility Plan for Units 37 through 132;
- Sheet 10 being the Flood Plan for Units 37 through 132.

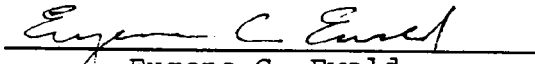
In all other respects other than is herein above indicated the Master Deed of Whispering Meadows Condominium as recorded and the

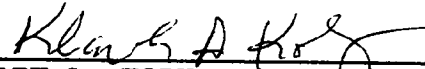
First, Second and Third Amendments the same as recorded including attachments are hereby ratified and affirmed.

Signed in the Presence of:

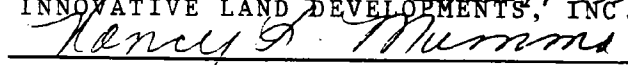
INNOVATIVE LAND DEVELOPMENTS, INC.,
a Michigan corporation


John A. Stevens


Eugene C. Ewald
STATE OF MICHIGAN)
OKLAND COUNTY)SS

BY: 
KLARK A. KOBY, Vice President

Subscribed and sworn to before me that on
this 13th day of January, 1994, KLARK A. KOBY, Vice President of
INNOVATIVE LAND DEVELOPMENTS, INC. executed the above instrument on
behalf of said corporation.


Nancy L. Mumma
Oakland County, Michigan
My Commission Expires: 1/8/96

Drafted by and Return to
JOHN A. STEVENS, ESQ.
MATHESON, PARR, SCHULER,
EWALD, ESTER & JOLLY
2555 Crooks Road, Suite 200
Troy, Michigan 48084
(313) 643-7900

WHISPERING MEADOWS CONDOMINIUM

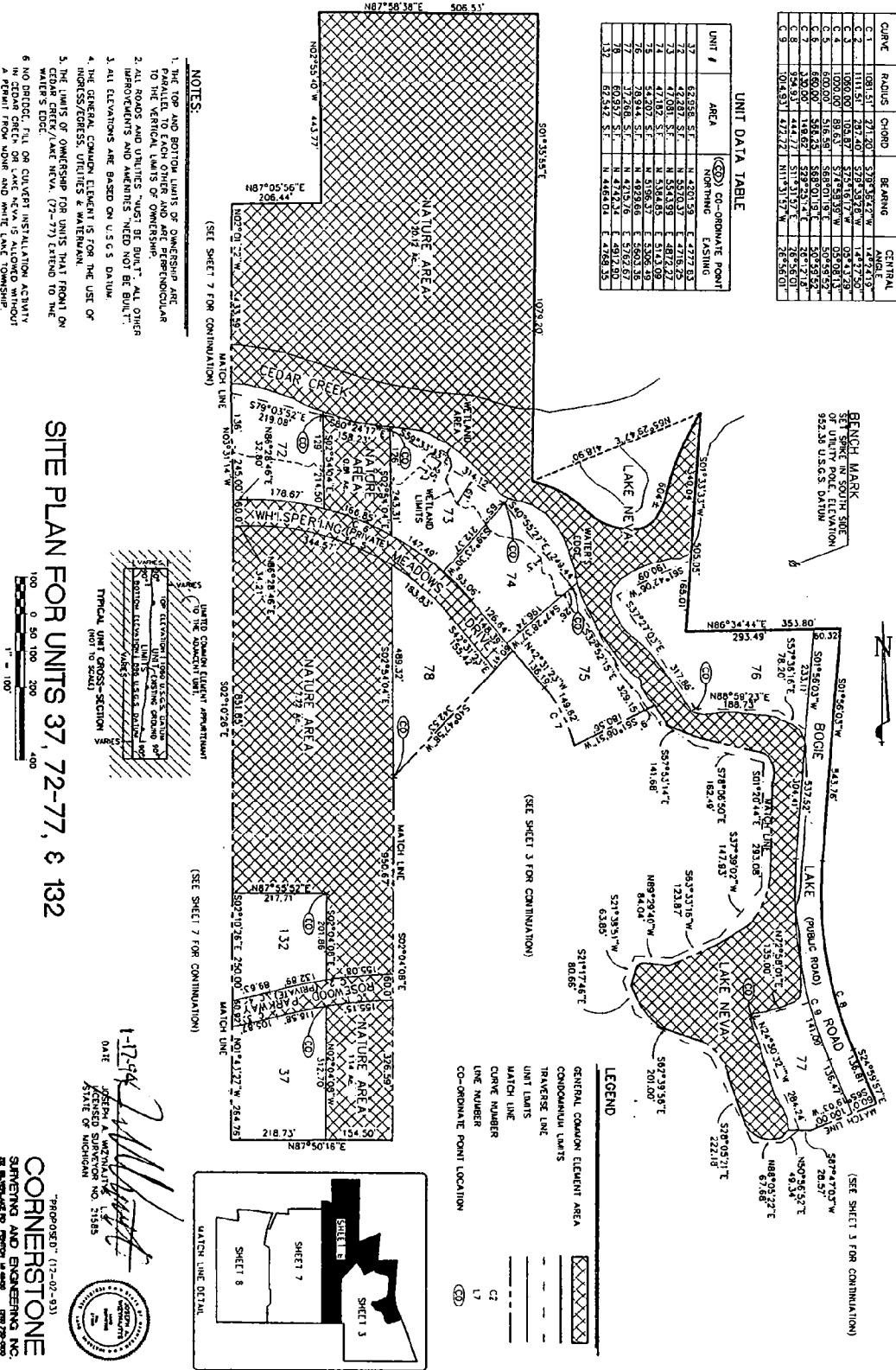
LOCATED IN SECTION 29, 13N-R6E, WHITE LAKE TOWNSHIP, OAKLAND COUNTY, MICHIGAN

CURVE DATA TABLE

CURVE	RADIUS	CHORD	BEARING	CENTRAL ANGLE
C 1	1081.51'	271.20'	S78°35'27"W	147°21'19"
C 2	1115.35'	197.40'	S74°51'16"W	147°21'19"
C 3	1090.00'	89.65'	S74°33'36"W	105°08'13"
C 4	1090.00'	89.65'	S74°33'36"W	105°08'13"
C 5	650.00'	516.50'	S85°00'18"W	50°54'52"
C 6	650.00'	516.50'	S85°00'18"W	50°54'52"
C 7	524.93'	444.77'	S71°31'37"W	38°15'40"
C 8	524.93'	444.77'	S71°31'37"W	38°15'40"
C 9	1014.51'	473.77'	N13°31'57"W	36°54'50"

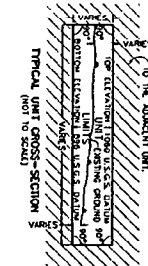
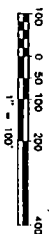
UNIT DATA TABLE

UNIT #	AREA	CO-ORDINATE POINT
37	62,926.51 S.F.	N 4261.53 E 2777.83
72	47,081.51 S.F.	N 5213.95 E 4872.72
73	47,187.51 S.F.	N 5384.85 E 5143.09
74	54,207.51 S.F.	N 5386.37 E 5206.49
75	37,268.51 S.F.	N 4262.66 E 5207.29
76	60,557.51 S.F.	N 4774.31 E 4917.80
132	67,512.51 S.F.	N 4484.01 E 4768.35



- NOTES:
1. THE TOP AND BOTTOM LIMITS OF OWNERSHIP ARE PARALLEL TO EACH OTHER AND ARE PERPENDICULAR TO THE VERTICAL LIMITS OF OWNERSHIP.
 2. ALL ROADS AND UTILITIES MUST BE BUILT AT ALL OTHER APPROVED LOCATIONS AND MARCHES NEED NOT BE BUILT.
 3. ALL ELEVATIONS ARE BASED ON U.S.C.S. DATUM.
 4. THE GENERAL COMMON ELEMENT IS FOR THE USE OF INTERESS/OWNERS, UTILITIES & MAINTENANCE.
 5. THE LIMITS OF OWNERSHIP FOR UNITS THAT FRONT ON CEDAR CREEK/LAKE NEVA (72-77) EXTEND TO THE WATER'S EDGE.
 6. NO DRILL, FILL OR CURVE/INSTALLATION ACTIVITY IS ALLOWED FROM NOW ON WITHOUT A PERMIT FROM NOW ON STATE OF MICHIGAN.

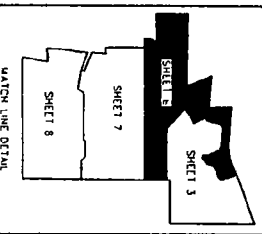
SITE PLAN FOR UNITS 37, 72-77, & 132



PROPOSED (17-02-93)
CORNERSTONE
 SURVEYING AND ENGINEERING INC.
 26 BROADVIEW AVENUE
 ANN ARBOR, MI 48106
 PHONE: 313-769-8800
 FAX: 313-769-8801

DATE: 1-17-94
 BY: [Signature]
 CHECKED BY: [Signature]
 STATE OF MICHIGAN

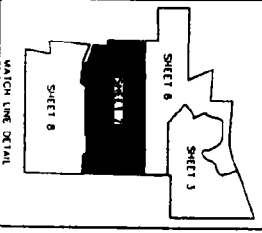
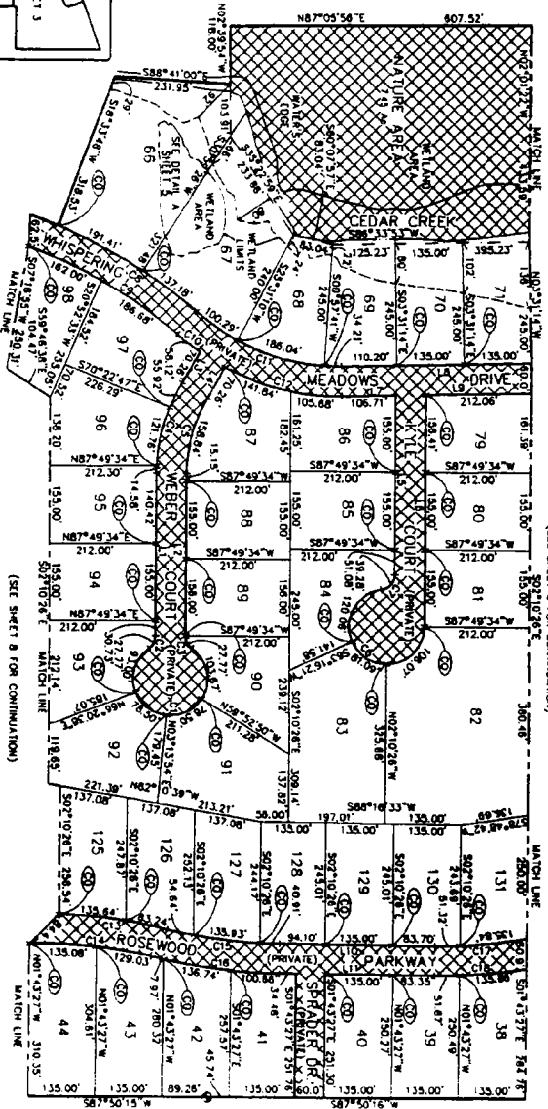
SEAL: [Professional Engineer Seal]



- LEGEND
- GENERAL COMMON ELEMENT AREA
 - CONDOMINIUM LIMITS
 - TRAVELER LIMIT
 - UNIT LIMITS
 - MATCH LINE
 - CURVE NUMBER
 - LINE NUMBER
 - CO-ORDINATE POINT LOCATION

WHISPERING MEADOWS CONDOMINIUM

LOCATED IN SECTION 29, T3N-R9E, WHITE LAKE TOWNSHIP, OAKLAND COUNTY, MICHIGAN
(SEE SHEET 6 FOR CONTINUATION)



- NOTES:**
- 1 THE TOP AND BOTTOM LIMITS OF OWNERSHIP ARE SHOWN BY THE DOTTED LINE.
 - 2 ALL ROADS AND UTILITIES SHALL BE BUILT. ALL OTHER IMPROVEMENTS AND AGREENTS "NEED NOT BE BUILT".
 - 3 ALL ELEVATIONS ARE BASED ON U.S.G.S. DATUM.
 - 4 THE GENERAL COMMON ELEMENT IS FOR THE USE OF WHISPERING MEADOWS UTILITIES & WATERMAIN.
 - 5 THE LIMITS OF OWNERSHIP FOR UNITS THAT FRONT ON CEDAR CREEK/LAKE MEVA, (66-71) EXTEND TO THE WATER'S EDGE.
 - 6 NO DRILL, FILL OR CONVERT INSTALLATION ACTIVITY SHALL BE PERMITTED FROM UNITS INTO THE COMMONS.

CURVE DATA TABLE

CHORD	RADIUS	CHORD BEARING	CENTRAL ANGLE
C1	75.00'	N07°49'12"W	130.00'
C2	80.00'	N07°49'12"W	130.00'
C3	85.00'	N07°49'12"W	130.00'
C4	90.00'	N07°49'12"W	130.00'
C5	95.00'	N07°49'12"W	130.00'
C6	100.00'	N07°49'12"W	130.00'
C7	105.00'	N07°49'12"W	130.00'
C8	110.00'	N07°49'12"W	130.00'
C9	115.00'	N07°49'12"W	130.00'
C10	120.00'	N07°49'12"W	130.00'
C11	125.00'	N07°49'12"W	130.00'
C12	130.00'	N07°49'12"W	130.00'
C13	135.00'	N07°49'12"W	130.00'
C14	140.00'	N07°49'12"W	130.00'
C15	145.00'	N07°49'12"W	130.00'
C16	150.00'	N07°49'12"W	130.00'
C17	155.00'	N07°49'12"W	130.00'
C18	160.00'	N07°49'12"W	130.00'

LINE DATA TABLE

LINE	DISTANCE	BEARING
L1	138.13'	N02°10'28"W
L2	138.13'	N02°10'28"W
L3	138.13'	N02°10'28"W
L4	138.13'	N02°10'28"W
L5	138.13'	N02°10'28"W
L6	138.13'	N02°10'28"W
L7	138.13'	N02°10'28"W
L8	138.13'	N02°10'28"W
L9	138.13'	N02°10'28"W
L10	138.13'	N02°10'28"W
L11	138.13'	N02°10'28"W
L12	138.13'	N02°10'28"W
L13	138.13'	N02°10'28"W

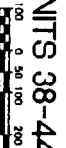
UNIT DATA TABLE

UNIT #	AREA	(CO) CO-ORDINATE POINT
38	1,141.57	N 4180.12 E 4282.10
39	1,141.57	N 4180.12 E 4282.10
40	1,141.57	N 4180.12 E 4282.10
41	1,141.57	N 4180.12 E 4282.10
42	1,141.57	N 4180.12 E 4282.10
43	1,141.57	N 4180.12 E 4282.10
44	1,141.57	N 4180.12 E 4282.10
45	1,141.57	N 4180.12 E 4282.10
46	1,141.57	N 4180.12 E 4282.10
47	1,141.57	N 4180.12 E 4282.10
48	1,141.57	N 4180.12 E 4282.10
49	1,141.57	N 4180.12 E 4282.10
50	1,141.57	N 4180.12 E 4282.10
51	1,141.57	N 4180.12 E 4282.10
52	1,141.57	N 4180.12 E 4282.10
53	1,141.57	N 4180.12 E 4282.10
54	1,141.57	N 4180.12 E 4282.10
55	1,141.57	N 4180.12 E 4282.10
56	1,141.57	N 4180.12 E 4282.10
57	1,141.57	N 4180.12 E 4282.10
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65	1,141.57	N 4180.12 E 4282.10
66	1,141.57	N 4180.12 E 4282.10
67	1,141.57	N 4180.12 E 4282.10
68	1,141.57	N 4180.12 E 4282.10
69	1,141.57	N 4180.12 E 4282.10
70	1,141.57	N 4180.12 E 4282.10
71	1,141.57	N 4180.12 E 4282.10
72	1,141.57	N 4180.12 E 4282.10
73	1,141.57	N 4180.12 E 4282.10
74	1,141.57	N 4180.12 E 4282.10
75	1,141.57	N 4180.12 E 4282.10
76	1,141.57	N 4180.12 E 4282.10
77	1,141.57	N 4180.12 E 4282.10
78	1,141.57	N 4180.12 E 4282.10
79	1,141.57	N 4180.12 E 4282.10
80	1,141.57	N 4180.12 E 4282.10
81	1,141.57	N 4180.12 E 4282.10
82	1,141.57	N 4180.12 E 4282.10
83	1,141.57	N 4180.12 E 4282.10
84	1,141.57	N 4180.12 E 4282.10
85	1,141.57	N 4180.12 E 4282.10
86	1,141.57	N 4180.12 E 4282.10
87	1,141.57	N 4180.12 E 4282.10
88	1,141.57	N 4180.12 E 4282.10
89	1,141.57	N 4180.12 E 4282.10
90	1,141.57	N 4180.12 E 4282.10
91	1,141.57	N 4180.12 E 4282.10
92	1,141.57	N 4180.12 E 4282.10
93	1,141.57	N 4180.12 E 4282.10
94	1,141.57	N 4180.12 E 4282.10
95	1,141.57	N 4180.12 E 4282.10
96	1,141.57	N 4180.12 E 4282.10
97	1,141.57	N 4180.12 E 4282.10
98	1,141.57	N 4180.12 E 4282.10
99	1,141.57	N 4180.12 E 4282.10
100	1,141.57	N 4180.12 E 4282.10
101	1,141.57	N 4180.12 E 4282.10
102	1,141.57	N 4180.12 E 4282.10
103	1,141.57	N 4180.12 E 4282.10
104	1,141.57	N 4180.12 E 4282.10
105	1,141.57	N 4180.12 E 4282.10
106	1,141.57	N 4180.12 E 4282.10
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108	1,141.57	N 4180.12 E 4282.10
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113	1,141.57	N 4180.12 E 4282.10
114	1,141.57	N 4180.12 E 4282.10
115	1,141.57	N 4180.12 E 4282.10
116	1,141.57	N 4180.12 E 4282.10
117	1,141.57	N 4180.12 E 4282.10
118	1,141.57	N 4180.12 E 4282.10
119	1,141.57	N 4180.12 E 4282.10
120	1,141.57	N 4180.12 E 4282.10
121	1,141.57	N 4180.12 E 4282.10
122	1,141.57	N 4180.12 E 4282.10
123	1,141.57	N 4180.12 E 4282.10
124	1,141.57	N 4180.12 E 4282.10
125	1,141.57	N 4180.12 E 4282.10
126	1,141.57	N 4180.12 E 4282.10
127	1,141.57	N 4180.12 E 4282.10
128	1,141.57	N 4180.12 E 4282.10
129	1,141.57	N 4180.12 E 4282.10
130	1,141.57	N 4180.12 E 4282.10
131	1,141.57	N 4180.12 E 4282.10

LEGEND

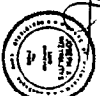
- GENERAL COMMON ELEMENT AREA
- CONDOMINIUM LIMITS
- TRAVELER LINE
- UNIT LIMITS
- MATCH LINE
- CURVE NUMBER
- LINE NUMBER
- CO-ORDINATE POINT LOCATION

SITE PLAN FOR UNITS 38-44, 66-71, 79-98 & 125-131



REGISTERED (11-09-93)
CORNERSTONE
SURVEYING AND ENGINEERING, INC.
1800 W. HAWK DR. SUITE 100
ANN ARBOR, MI 48106
SHEET 6 OF 10 SHEETS

DATE: 11-7-94
BY: [Signature]
CHECKED: [Signature]
SCALE: AS SHOWN



WHISPERING MEADOWS CONDOMINIUM

LOCATED IN SECTION 29, 13N-18E, WHITE LAKE TOWNSHIP, OAKLAND COUNTY, MICHIGAN

LINE DATA TABLE

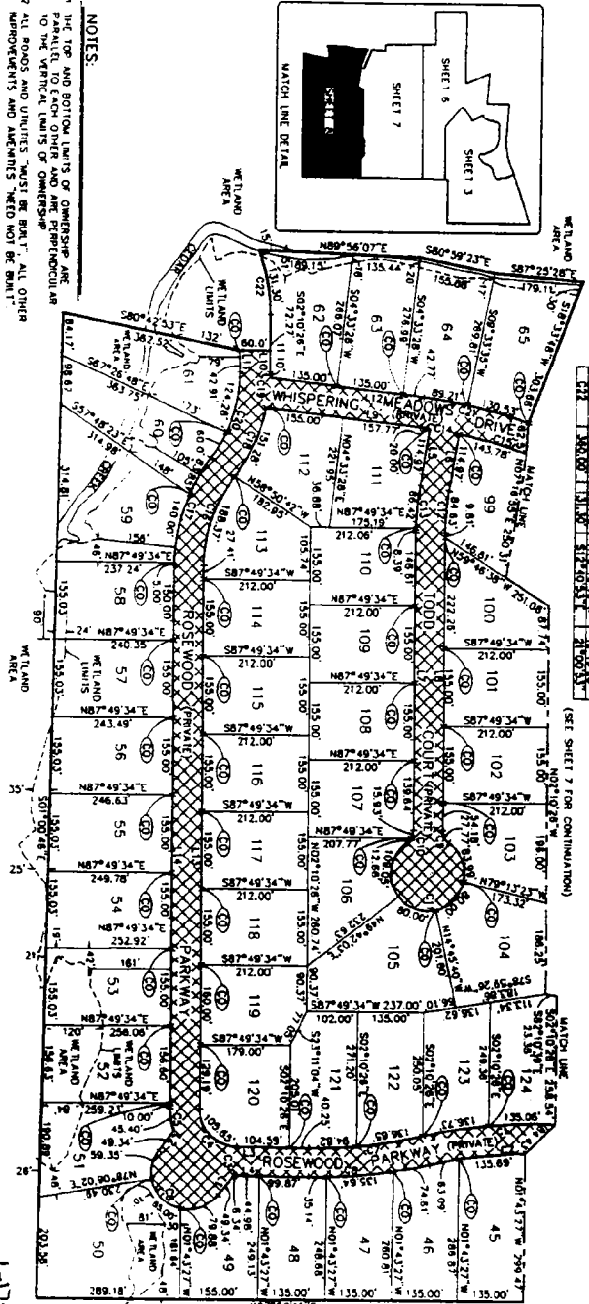
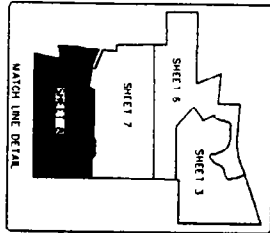
LINE	DISTANCE	BEARING
L1	48.14	S 71° 28' 30" W
L2	144.83	S 88° 11' 00" W
L3	114.87	S 89° 51' 00" W
L4	114.97	S 89° 51' 00" W
L5	114.97	S 89° 51' 00" W
L6	114.97	S 89° 51' 00" W
L7	114.97	S 89° 51' 00" W
L8	114.97	S 89° 51' 00" W
L9	114.97	S 89° 51' 00" W
L10	114.97	S 89° 51' 00" W
L11	114.97	S 89° 51' 00" W
L12	114.97	S 89° 51' 00" W
L13	114.97	S 89° 51' 00" W
L14	114.97	S 89° 51' 00" W

CURVE DATA TABLE

CURVE	RADIUS	CHORD	BEARING	CENTRAL
C1	100.00	211.21	S 89° 51' 00" W	172.91°
C2	100.00	211.21	S 89° 51' 00" W	172.91°
C3	100.00	211.21	S 89° 51' 00" W	172.91°
C4	100.00	211.21	S 89° 51' 00" W	172.91°
C5	100.00	211.21	S 89° 51' 00" W	172.91°
C6	100.00	211.21	S 89° 51' 00" W	172.91°
C7	100.00	211.21	S 89° 51' 00" W	172.91°
C8	100.00	211.21	S 89° 51' 00" W	172.91°
C9	100.00	211.21	S 89° 51' 00" W	172.91°
C10	100.00	211.21	S 89° 51' 00" W	172.91°
C11	100.00	211.21	S 89° 51' 00" W	172.91°
C12	100.00	211.21	S 89° 51' 00" W	172.91°
C13	100.00	211.21	S 89° 51' 00" W	172.91°
C14	100.00	211.21	S 89° 51' 00" W	172.91°
C15	100.00	211.21	S 89° 51' 00" W	172.91°
C16	100.00	211.21	S 89° 51' 00" W	172.91°
C17	100.00	211.21	S 89° 51' 00" W	172.91°
C18	100.00	211.21	S 89° 51' 00" W	172.91°
C19	100.00	211.21	S 89° 51' 00" W	172.91°
C20	100.00	211.21	S 89° 51' 00" W	172.91°

LEGEND

- GENERAL COMMON ELEMENT AREA
- CONDOMINIUM UNITS
- TRANSFER LINE
- UNIT LIMITS
- MATCH LINE
- CURVE NUMBER
- LINE NUMBER
- CO-ORDINATE POINT LOCATION



- NOTES:**
1. THE TOP AND BOTTOM LIMITS OF OWNERSHIP ARE PARALLEL TO EACH OTHER AND ARE PERPENDICULAR TO THE VERTICAL LIMITS OF OWNERSHIP.
 2. ALL ROOMS AND UTILITIES MUST BE BUILT, ALL OTHER APPROVED AND AGREEMENTS MET NOT BE BUILT.
 3. ALL ELEVATIONS ARE BASED ON U.S.C.S. DATA.
 4. THE GENERAL COMMON ELEMENT IS FOR THE USE OF ADDRESS/ADDRESS UTILITIES & WATERMAIN.
 5. A GRADING PLAN SHALL BE REVIEWED AND APPROVED BY WHITE LAKE TOWNSHIP AND THE COMMUNITY DEVELOPMENT DEPARTMENT AND SHALL BE SUBMITTED TO THE BOARD OF ZONING AND PLANNING FOR REVIEW AND APPROVAL.
 6. NO PORTION OF ANY CONVEYANCE SHALL BE MADE WITHOUT A REPRINT FROM WHITE LAKE TOWNSHIP.

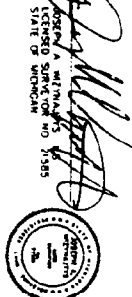
SITE PLAN FOR UNITS 45-65 & 99-124

1" = 100'

0 50 100 200 400

1-17-84
DATE
APPROVED BY
REGISTERED SURVEYOR NO. 3585
STATE OF MICHIGAN

CORNERSTONE
SURVEYING AND ENGINEERING, INC.
1000 W. WASHINGTON ST., SUITE 100
ANN ARBOR, MI 48106-1000
TEL: 734-769-1000
FAX: 734-769-1001
SHEET 8 OF 10 SHEETS



UNIT DATA TABLE

UNIT #	AREA	CO-ORDINATE POINT	NORTHING	EASTING
45	51.28	N 413.44	4323.37	1111.11
46	51.28	N 413.44	4323.37	1111.11
47	51.28	N 413.44	4323.37	1111.11
48	51.28	N 413.44	4323.37	1111.11
49	51.28	N 413.44	4323.37	1111.11
50	51.28	N 413.44	4323.37	1111.11
51	51.28	N 413.44	4323.37	1111.11
52	51.28	N 413.44	4323.37	1111.11
53	51.28	N 413.44	4323.37	1111.11
54	51.28	N 413.44	4323.37	1111.11
55	51.28	N 413.44	4323.37	1111.11
56	51.28	N 413.44	4323.37	1111.11
57	51.28	N 413.44	4323.37	1111.11
58	51.28	N 413.44	4323.37	1111.11
59	51.28	N 413.44	4323.37	1111.11
60	51.28	N 413.44	4323.37	1111.11
61	51.28	N 413.44	4323.37	1111.11
62	51.28	N 413.44	4323.37	1111.11
63	51.28	N 413.44	4323.37	1111.11
64	51.28	N 413.44	4323.37	1111.11
65	51.28	N 413.44	4323.37	1111.11
99	51.28	N 413.44	4323.37	1111.11
100	51.28	N 413.44	4323.37	1111.11
101	51.28	N 413.44	4323.37	1111.11
102	51.28	N 413.44	4323.37	1111.11
103	51.28	N 413.44	4323.37	1111.11
104	51.28	N 413.44	4323.37	1111.11
105	51.28	N 413.44	4323.37	1111.11
106	51.28	N 413.44	4323.37	1111.11
107	51.28	N 413.44	4323.37	1111.11
108	51.28	N 413.44	4323.37	1111.11
109	51.28	N 413.44	4323.37	1111.11
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111	51.28	N 413.44	4323.37	1111.11
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114	51.28	N 413.44	4323.37	1111.11
115	51.28	N 413.44	4323.37	1111.11
116	51.28	N 413.44	4323.37	1111.11
117	51.28	N 413.44	4323.37	1111.11
118	51.28	N 413.44	4323.37	1111.11
119	51.28	N 413.44	4323.37	1111.11
120	51.28	N 413.44	4323.37	1111.11
121	51.28	N 413.44	4323.37	1111.11
122	51.28	N 413.44	4323.37	1111.11
123	51.28	N 413.44	4323.37	1111.11
124	51.28	N 413.44	4323.37	1111.11
47	51.28	N 413.44	4323.37	1111.11
48	51.28	N 413.44	4323.37	1111.11
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55	51.28	N 413.44	4323.37	1111.11
56	51.28	N 413.44	4323.37	1111.11
57	51.28	N 413.44	4323.37	1111.11
58	51.28	N 413.44	4323.37	1111.11
59	51.28	N 413.44	4323.37	1111.11
60	51.28	N 413.44	4323.37	1111.11
61	51.28	N 413.44	4323.37	1111.11
62	51.28	N 413.44	4323.37	1111.11
63	51.28	N 413.44	4323.37	1111.11
64	51.28	N 413.44	4323.37	1111.11
65	51.28	N 413.44	4323.37	1111.11

WHISPERING MEADOWS CONDOMINIUM

LOCATED IN SECTION 29, 13N-R6E, WHITE LAKE TOWNSHIP, OAKLAND COUNTY, MICHIGAN

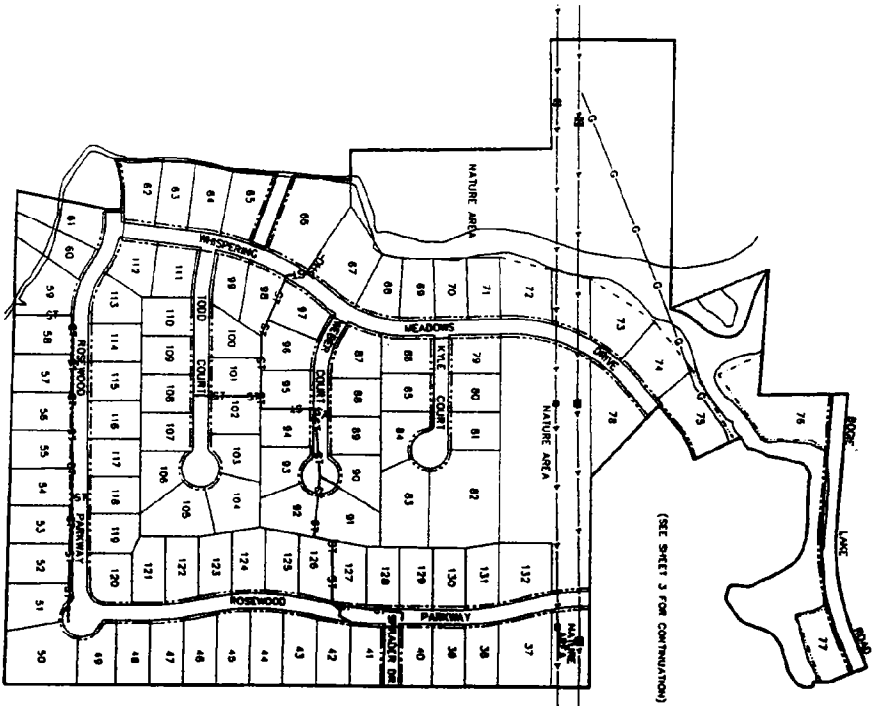


UTILITY SOURCES

DETROIT EDISON
2000 ZND AVENUE
DETROIT MI, 48226
MICHIGAN CONSOLIDATED GAS CO
500 GRESHAM
DETROIT, MICHIGAN
CITY AND TOWNSHIP OF
DAWSON, MI 48423
GREATER MDTA CABLE
2705 DARTON RD
WALLED LAKE, MICHIGAN

NOTES:

1. ALL STORM DRAIN PIPES, MANHOLES AND CATCH BASINS ARE GENERAL COMMON ELEMENT
2. ALL UTILITIES ARE GENERAL COMMON ELEMENT
3. ALL "PER CITY/TOWNSHIP" ASSUMPTIONS ARE GENERAL COMMON ELEMENT

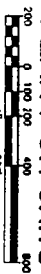


(SEE SHEET 3 FOR CONTINUATION)

LEGEND

- COMMON ELEMENT LIMITS
- UNIT LIMITS
- GAS PIPING
- STORM DRAIN LINE
- DRY HYDRANT LINE
- HIGH VOLTAGE POWER LINES
- GAS, ELECTRIC, TELEPHONE & CABLE (SAME BREAKER)

UTILITY PLAN FOR UNITS 37-132



1-12-94
DATE
[Signature]
REGISTERED SURVEYOR NO. 71585
STATE OF MICHIGAN



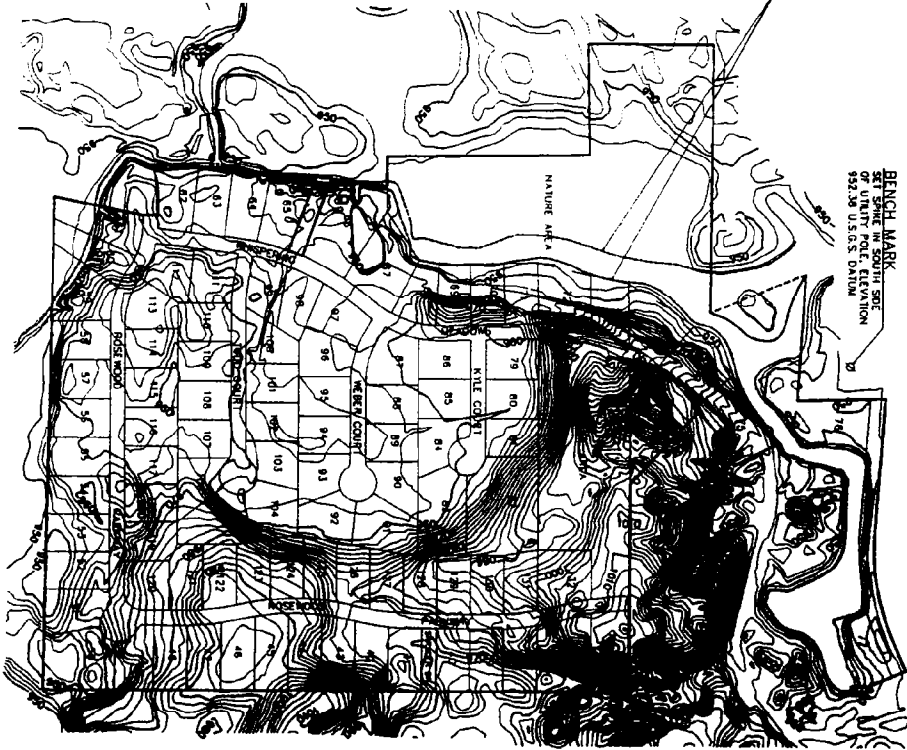
CORNERSTONE
SURVEYING AND ENGINEERING, INC.
10000 W. LANSING RD., SUITE 100
LANSING, MI 48204
TEL: 313-963-1041 FAX: 313-963-1042

WHISPERING MEADOWS CONDOMINIUM

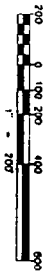
LOCATED IN SECTION 29, T3N-R9E, WHITE LAKE TOWNSHIP, OAKLAND COUNTY, MICHIGAN

100 YEAR FLOOD PLAIN AS ESTABLISHED BY THE NATIONAL FLOOD INSURANCE PROGRAM, COMMUNITY PLAN NUMBER 260479 0010 B

BENCH MARK SET SPINE IN SOUTH SOLE OF UTILITY POLE, ELEVATION 522.28 U.S.S.S. DATUM

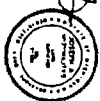


FLOOD PLAIN PLAN FOR UNITS 37-132



- LEGEND**
- CONDOMINIUM LIMITS
 - UNIT LINES
 - 100 YEAR FLOOD PLAIN LINE
 - CONTOUR LINE

1-17-94
 D.W.
 JOHN P. CORNERSTONE
 LICENSED SURVEYOR NO. 21595
 STATE OF MICHIGAN



PREPARED: (11-09-93)
CORNERSTONE
 SURVEYING AND ENGINEERING, INC.
 10000 W. LANSING AVENUE, SUITE 100
 LANSING, MICHIGAN 48204
 PHONE: (313) 487-0300
 FAX: (313) 487-0301
 SHEET 10 OF 10 SHEETS

FIFTH AMENDMENT TO MASTER DEED
OF
WHISPERING MEADOWS CONDOMINIUM

This Fifth Amendment to Master Deed is made and executed on the 26th day of January, 1995, by INNOVATIVE LAND DEVELOPMENTS, INC., a Michigan corporation, hereinafter referred to as "Developer", represented herein by its Vice President, KLARK KOBY, who is fully empowered and qualified to act on behalf of said corporation in pursuance to the provisions of the Michigan Condominium Act (being Act 59 of Public Acts of 1978, as amended) (hereinafter "Act").

W I T N E S S E T H: \$ 17.00 MISCELLANEOUS RECORDING

\$ 2.00 RECONVEYANCE

WHEREAS, the DEVELOPER of WHISPERING MEADOWS CONDOMINIUM, RECEIPT# 183B PAID RECORDED - OAKLAND COUNTY MASTER DEED REGISTERED OF DEEDS condominium project established pursuant to the Master Deed dated October 30, 1992, and recorded November 5, 1992, in Liber 13063, Pages 715 through 740, both inclusive, Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 790, and as amended by First Amendment to Master Deed dated December 17, 1992, and recorded December 18, 1992, in Liber 13191, Pages 785 through 827, and as amended by Second Amendment to Master Deed recorded September 29, 1993, in Liber 14007, Pages 105-112, all inclusive, and as amended by Third Amendment to Master Deed recorded October 4, 1993, in Liber 14016, Pages 726-753, all inclusive, and as further amended by Fourth Amendment to Master Deed dated January 13, 1994, and recorded January 20, 1994, in Liber 14368, Pages 701-722, all inclusive, desires to

Ent: Whispering Meadows Condo.
occp # 790
12-29-428.00

9000790

O.K. - LM

OK - T. SMITH

further amend said Master Deed pursuant to the amendatory powers reserved to the Developer in Article IX, Section 3, of the Master Deed for the purposes of: (1) correcting certain survey errors relative to Units 45-50; (2) correcting survey descriptions of certain storm retention areas; and to otherwise comply with the requirements of the Act;

NOW, THEREFORE, the Developer does, upon the recording hereof, amend the Master Deed of Whispering Meadows Condominium by the following:

ARTICLE I OF AMENDMENT

Sheet 1 of the Condominium Plan of Whispering Meadows Condominium as recorded under the Fourth Amendment to said Master Deed, being the Cover Sheet, is hereby replaced by and shall be superceded by the attached Sheet 1, which shall be the new Cover Sheet and Sheet Index for Exhibit B.

ARTICLE II OF AMENDMENT

Sheet 5 of the Condominium Subdivision Plan of Whispering Meadows Condominium as recorded under the Fourth Amendment to said Master Deed is replaced by and shall be superceded by the attached Sheet 5, which shall be the replacement Survey Plan for Units 37-132, for Exhibit B.


ARTICLE III OF AMENDMENT

Sheet 8 of the Condominium Subdivision Plan of Whispering Meadows Condominium as recorded under the Fourth Amendment to said Master Deed is replaced by and shall be superceded by the attached Sheet 8 which shall be the replacement site plan sheet for Units 45-65 and 99-124 for Exhibit B.

In all other respects other than hereinabove indicated, the Master Deed of Whispering Meadows Condominium as recorded along with

the First, Second, Third and Fourth Amendments to same, as recorded, including attachments, are hereby ratified and affirmed.

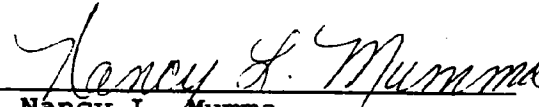
INNOVATIVE LAND DEVELOPMENTS, INC.,
a Michigan corporation



John A. Stevens

BY: 

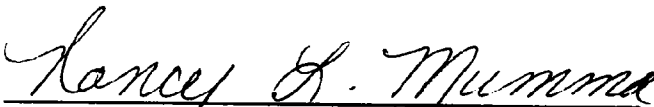
KLARK KOBY, Vice President



Nancy L. Mumma

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 26th day of January ,1995, before me appeared KLARK KOBY, Vice President of INNOVATIVE LAND DEVELOPMENTS, INC., to me personally known, who being by me duly sworn, did say that said instrument was signed on behalf of the said corporation by authority of its Board of Directors, and the said KLARK KOBY acknowledges the execution of the said instrument as the free act and deed of INNOVATIVE LAND DEVELOPMENTS, INC.



Nancy L. Mumma, Notary Public
Oakland County, Michigan
My Commission Expires: 1/8/96

Drafted by and Return to
JOHN A. STEVENS, ESQ.
MATHESON, PARR, SCHULER,
EWALD, ESTER & JOLLY
2555 Crooks Road, Suite 200
Troy, Michigan 48084
(810) 643-7900

WHISPERING MEADOWS CONDOMINIUM

LOCATED IN SECTION 29, 13N-88E, WHITE LAKE TOWNSHIP, OAKLAND COUNTY, MICHIGAN

LINE	BEARING	DISTANCE
1	N 52°59'03"W	160.00
2	S 87°47'03"W	28.57
3	S 57°03'00"W	47.84
4	S 58°05'32"W	87.88
5	N 2°02'00"W	220.00
6	N 2°02'00"W	220.00
7	N 87°47'03"W	28.57
8	N 52°59'03"W	160.00
9	N 52°59'03"W	160.00
10	N 52°59'03"W	160.00
11	N 52°59'03"W	160.00
12	N 52°59'03"W	160.00
13	N 52°59'03"W	160.00
14	N 52°59'03"W	160.00
15	N 52°59'03"W	160.00
16	N 52°59'03"W	160.00
17	N 52°59'03"W	160.00
18	N 52°59'03"W	160.00
19	N 52°59'03"W	160.00
20	N 52°59'03"W	160.00
21	N 52°59'03"W	160.00
22	N 52°59'03"W	160.00
23	N 52°59'03"W	160.00
24	N 52°59'03"W	160.00
25	N 52°59'03"W	160.00
26	N 52°59'03"W	160.00
27	N 52°59'03"W	160.00
28	N 52°59'03"W	160.00
29	N 52°59'03"W	160.00
30	N 52°59'03"W	160.00
31	N 52°59'03"W	160.00
32	N 52°59'03"W	160.00

POINT CO-ORDINATE TABLE

LINE	X	Y
1	6559.13	4686.15
2	6572.06	4686.15
3	6572.06	4686.15
4	6572.06	4686.15
5	6572.06	4686.15
6	6572.06	4686.15
7	6572.06	4686.15
8	6572.06	4686.15
9	6572.06	4686.15
10	6572.06	4686.15
11	6572.06	4686.15
12	6572.06	4686.15
13	6572.06	4686.15
14	6572.06	4686.15
15	6572.06	4686.15
16	6572.06	4686.15
17	6572.06	4686.15
18	6572.06	4686.15
19	6572.06	4686.15
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25	6572.06	4686.15
26	6572.06	4686.15
27	6572.06	4686.15
28	6572.06	4686.15
29	6572.06	4686.15
30	6572.06	4686.15
31	6572.06	4686.15
32	6572.06	4686.15

CURVE DATA TABLE

CURVE	RADIUS	CHORD	BEARING	CENTRAL ANGLE
C1	954.93	444.77	S 11°31'37"E	26°56'01"
C2	361.00	131.96	N 72°43'53"W	31°40'43"
C3	361.00	131.96	N 72°43'53"W	31°40'43"
C4	1032.14	600.00	S 71°26'17"E	33°21'50"

SURVEYOR'S CERTIFICATE

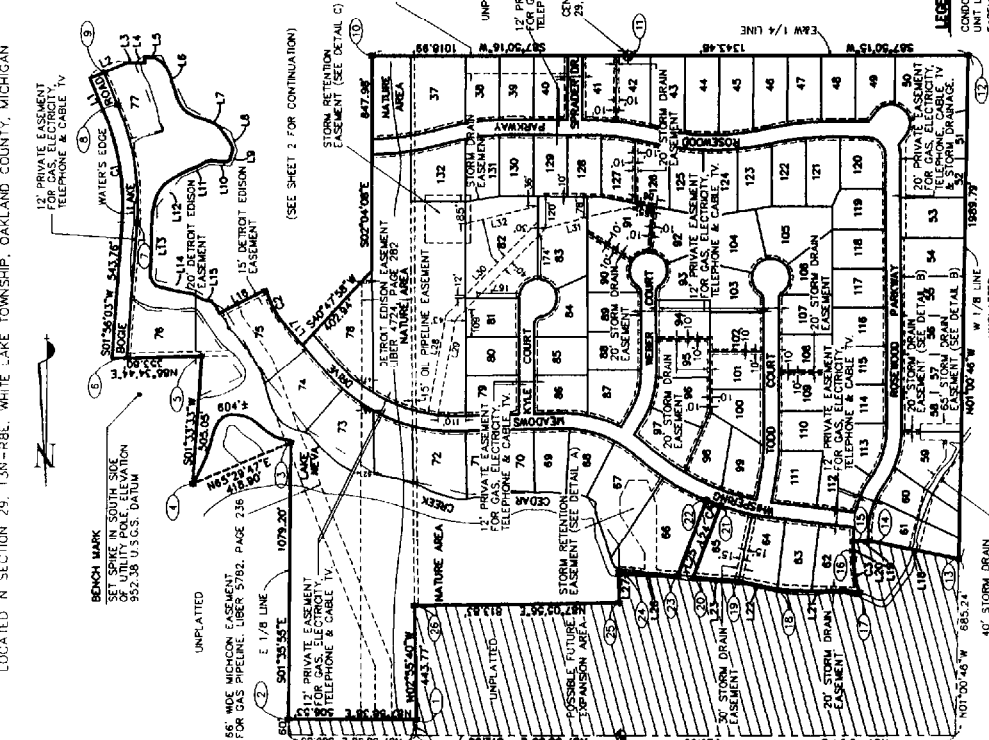
I, GILBERT G. BONHO, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY, THAT I AM A MEMBER OF THE NATIONAL ASSOCIATION OF PROFESSIONAL SURVEYORS AND AM LICENSED UNDER SECTION 142 OF THE PUBLIC ACTS OF 1978. THE DRAWINGS REPRESENT A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND THAT THE BEARINGS AND DISTANCES ARE CORRECT AND THAT THE DIMENSIONS AND BORN MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF THE PUBLIC ACTS OF 1978. THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF THE PUBLIC ACTS OF 1978. THE BEARINGS, AS SHOWN, ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF THE PUBLIC ACTS OF 1978.

Gilbert G. Bonho
 DATE: _____
 GILBERT G. BONHO, P.S.
 LICENSED PROFESSIONAL SURVEYOR NO. 32332
 STATE OF MICHIGAN
 CORNERSTONE SURVEYING AND ENGINEERING, INC.
 FENTON, MICHIGAN 48430

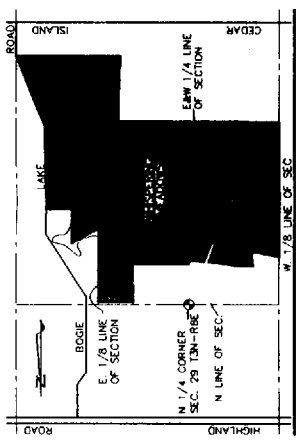
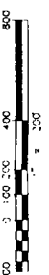


PROPOSED (10-05-94)
CORNERSTONE
 SURVEYING AND ENGINEERING, INC.
 1000 W. WASHINGTON ST., SUITE 200
 FENTON, MI 48430

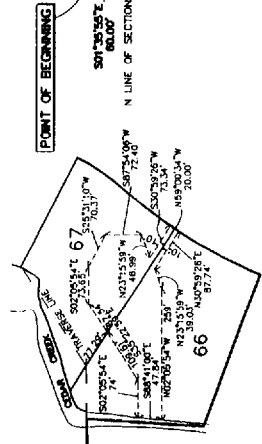
- LEGEND**
- CONDOMINIUM LIMITS
 - EASEMENT LINES
 - PROPOSED FUTURE EXPANSION LIMITS
 - TRAVEL LINE
 - SET MONUMENT
 - CO-ORDINATE POINT



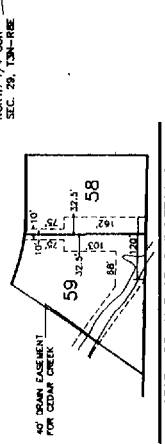
SURVEY PLAN FOR UNITS 37-132



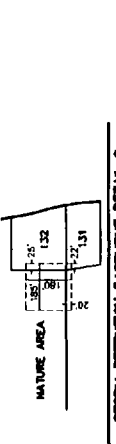
LOCATION MAP (NTS)



STORM RETENTION EASEMENT DETAIL A



STORM DRAIN EASEMENT DETAIL B



MATURE AREA DETAIL C

NOTE: STORM DRAIN EASEMENTS BETWEEN AND ALL UNITS 37-132 ARE CENTERED ON THE UNIT LINE.
 THE 40' STORM DRAIN EASEMENT ON THE MATURE AREA AND UNITS 31 & 32 SHALL BE CENTERED ON THE DIMENSION SHOWN AS CONSOLIDATED.

LIBR# 15228734

WHISPERING MEADOWS CONDOMINIUM

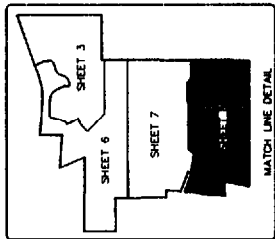
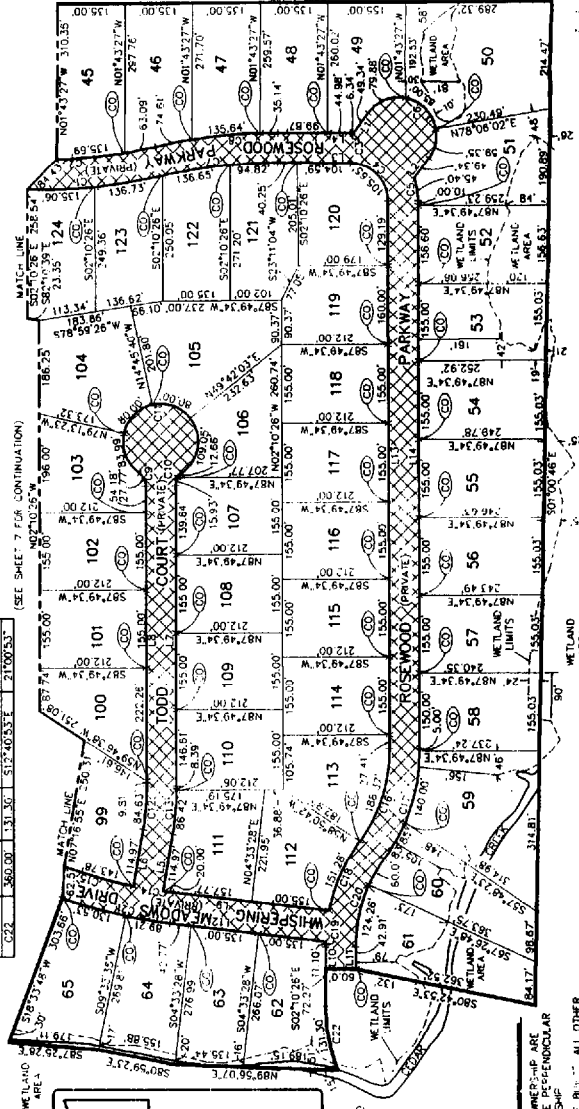
SECTION 29, T3N-R3E WHITE LAKE TOWNSHIP, GAYLAND COUNTY, MICHIGAN

LINE	DISTANCE	BEARING
L1	151.31	S57°47'25"W
L2	49.34	N34°42'55"E
L3	144.85	S88°16'33"E
L4	144.85	S88°16'33"E
L5	114.97	S0°13'08"W
L6	598.25	N0°10'26"W
L7	31.77	S87°16'38"E
L8	31.77	S87°16'38"E
L9	42.91	N0°10'26"W
L10	31.29	S87°16'38"E
L11	1281.80	S85°10'28"W
L12	1281.80	S85°10'28"W
L13	1281.80	S85°10'28"W
L14	1281.80	S85°10'28"W

CURVE	RADIUS	CHORD	BEARING	CENTRAL ANGLE
C1	1000.00	337.74	S87°47'25"W	44.90°
C2	1000.00	392.54	S80°42'14"W	11°23'43"
C3	35.00	6.34	N82°37'15"E	0°41'28"
C4	75.00	105.45	S16°56'37"E	89°31'01"
C5	75.00	105.45	S16°56'37"E	89°31'01"
C6	1000.00	337.74	S55°17'05"E	18°00'00"
C7	1000.00	337.74	S55°17'05"E	18°00'00"
C8	1000.00	244.59	N81°38'28"E	13°16'10"
C9	1000.00	244.59	N81°38'28"E	13°16'10"
C10	35.00	77.77	S25°45'04"E	3°50'00"
C11	35.00	77.77	S25°45'04"E	3°50'00"
C12	500.00	84.62	S02°40'31"W	0°47'35"
C13	500.00	84.62	S02°40'31"W	0°47'35"
C14	500.00	84.62	S02°40'31"W	0°47'35"
C15	500.00	84.62	S02°40'31"W	0°47'35"
C16	300.00	88.37	S15°07'26"W	5°35'44"
C17	300.00	88.37	S15°07'26"W	5°35'44"
C18	300.00	88.37	S15°07'26"W	5°35'44"
C19	300.00	88.37	S15°07'26"W	5°35'44"
C20	300.00	88.37	S15°07'26"W	5°35'44"
C21	1022.14	219.43	N79°16'49"W	17°19'25"
C22	300.00	431.30	S17°40'55"E	21°00'35"

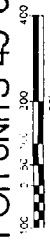
LEGEND

- GENERAL COMMON ELEMENT AREA
- CONDOMINIUM UNITS
- TRaverse LINE
- MATCH LINE
- CURVE NUMBER
- LINE NUMBER
- CO-ORDINATE POINT LOCATION



UNIT #	AREA	CO-ORDINATE POINT (200)	NORTHING	EASTING
45	31,256 S.F.	N 41,254.44	4,442.27	3,442.27
46	34,830 S.F.	N 41,044.99	2,982.27	2,982.27
47	35,000 S.F.	N 40,835.52	2,522.27	2,522.27
48	35,043 S.F.	N 40,626.05	2,062.27	2,062.27
49	35,086 S.F.	N 40,416.58	1,602.27	1,602.27
50	35,129 S.F.	N 40,207.11	1,142.27	1,142.27
51	35,172 S.F.	N 40,000.00	682.27	682.27
52	35,215 S.F.	N 39,792.89	222.27	222.27
53	35,258 S.F.	N 39,585.78	-237.73	-237.73
54	35,301 S.F.	N 39,378.67	-797.73	-797.73
55	35,344 S.F.	N 39,171.56	-1,357.73	-1,357.73
56	35,387 S.F.	N 38,964.45	-1,917.73	-1,917.73
57	35,430 S.F.	N 38,757.34	-2,477.73	-2,477.73
58	35,473 S.F.	N 38,550.23	-3,037.73	-3,037.73
59	35,516 S.F.	N 38,343.12	-3,597.73	-3,597.73
60	35,559 S.F.	N 38,136.01	-4,157.73	-4,157.73
61	35,602 S.F.	N 37,928.90	-4,717.73	-4,717.73
62	35,645 S.F.	N 37,721.79	-5,277.73	-5,277.73
63	35,688 S.F.	N 37,514.68	-5,837.73	-5,837.73
64	35,731 S.F.	N 37,307.57	-6,397.73	-6,397.73
65	35,774 S.F.	N 37,100.46	-6,957.73	-6,957.73
66	35,817 S.F.	N 36,893.35	-7,517.73	-7,517.73
67	35,860 S.F.	N 36,686.24	-8,077.73	-8,077.73
68	35,903 S.F.	N 36,479.13	-8,637.73	-8,637.73
69	35,946 S.F.	N 36,272.02	-9,197.73	-9,197.73
70	35,989 S.F.	N 36,064.91	-9,757.73	-9,757.73
71	36,032 S.F.	N 35,857.80	-10,317.73	-10,317.73
72	36,075 S.F.	N 35,650.69	-10,877.73	-10,877.73
73	36,118 S.F.	N 35,443.58	-11,437.73	-11,437.73
74	36,161 S.F.	N 35,236.47	-11,997.73	-11,997.73
75	36,204 S.F.	N 35,029.36	-12,557.73	-12,557.73
76	36,247 S.F.	N 34,822.25	-13,117.73	-13,117.73
77	36,290 S.F.	N 34,615.14	-13,677.73	-13,677.73
78	36,333 S.F.	N 34,408.03	-14,237.73	-14,237.73
79	36,376 S.F.	N 34,200.92	-14,797.73	-14,797.73
80	36,419 S.F.	N 34,000.00	-15,357.73	-15,357.73
81	36,462 S.F.	N 33,799.08	-15,917.73	-15,917.73
82	36,505 S.F.	N 33,598.17	-16,477.73	-16,477.73
83	36,548 S.F.	N 33,397.26	-17,037.73	-17,037.73
84	36,591 S.F.	N 33,196.35	-17,597.73	-17,597.73
85	36,634 S.F.	N 32,995.44	-18,157.73	-18,157.73
86	36,677 S.F.	N 32,794.53	-18,717.73	-18,717.73
87	36,720 S.F.	N 32,593.62	-19,277.73	-19,277.73
88	36,763 S.F.	N 32,392.71	-19,837.73	-19,837.73
89	36,806 S.F.	N 32,191.80	-20,397.73	-20,397.73
90	36,849 S.F.	N 31,990.89	-20,957.73	-20,957.73
91	36,892 S.F.	N 31,789.98	-21,517.73	-21,517.73
92	36,935 S.F.	N 31,589.07	-22,077.73	-22,077.73
93	36,978 S.F.	N 31,388.16	-22,637.73	-22,637.73
94	37,021 S.F.	N 31,187.25	-23,197.73	-23,197.73
95	37,064 S.F.	N 30,986.34	-23,757.73	-23,757.73
96	37,107 S.F.	N 30,785.43	-24,317.73	-24,317.73
97	37,150 S.F.	N 30,584.52	-24,877.73	-24,877.73
98	37,193 S.F.	N 30,383.61	-25,437.73	-25,437.73
99	37,236 S.F.	N 30,182.70	-25,997.73	-25,997.73
100	37,279 S.F.	N 29,981.79	-26,557.73	-26,557.73
101	37,322 S.F.	N 29,780.88	-27,117.73	-27,117.73
102	37,365 S.F.	N 29,579.97	-27,677.73	-27,677.73
103	37,408 S.F.	N 29,379.06	-28,237.73	-28,237.73
104	37,451 S.F.	N 29,178.15	-28,797.73	-28,797.73
105	37,494 S.F.	N 28,977.24	-29,357.73	-29,357.73
106	37,537 S.F.	N 28,776.33	-29,917.73	-29,917.73
107	37,580 S.F.	N 28,575.42	-30,477.73	-30,477.73
108	37,623 S.F.	N 28,374.51	-31,037.73	-31,037.73
109	37,666 S.F.	N 28,173.60	-31,597.73	-31,597.73
110	37,709 S.F.	N 27,972.69	-32,157.73	-32,157.73
111	37,752 S.F.	N 27,771.78	-32,717.73	-32,717.73
112	37,795 S.F.	N 27,570.87	-33,277.73	-33,277.73
113	37,838 S.F.	N 27,369.96	-33,837.73	-33,837.73
114	37,881 S.F.	N 27,169.05	-34,397.73	-34,397.73
115	37,924 S.F.	N 26,968.14	-34,957.73	-34,957.73
116	37,967 S.F.	N 26,767.23	-35,517.73	-35,517.73
117	38,010 S.F.	N 26,566.32	-36,077.73	-36,077.73
118	38,053 S.F.	N 26,365.41	-36,637.73	-36,637.73
119	38,096 S.F.	N 26,164.50	-37,197.73	-37,197.73
120	38,139 S.F.	N 25,963.59	-37,757.73	-37,757.73
121	38,182 S.F.	N 25,762.68	-38,317.73	-38,317.73
122	38,225 S.F.	N 25,561.77	-38,877.73	-38,877.73
123	38,268 S.F.	N 25,360.86	-39,437.73	-39,437.73
124	38,311 S.F.	N 25,159.95	-39,997.73	-39,997.73

SITE PLAN FOR UNITS 45-65 & 99-124



- NOTES:**
- THE TOP AND BOTTOM LIMITS OF OWNERSHIP ARE PARALLEL TO EACH OTHER AND ARE PERPENDICULAR TO THE VERTICAL LIMITS OF OWNERSHIP.
 - ALL ROADS AND UTILITIES MUST BE BUILT. ALL OTHER IMPROVEMENTS AND AMENITIES "NEED NOT BE BUILT".
 - ALL ELEVATIONS ARE BASED ON A S.P.T. datum.
 - THE GENERAL COMMON ELEMENTS SHALL BE THE USE OF INTERSECTIONS, CURVES, AND TANGENTS.
 - A GRADING PLAN SHALL BE REVIEWED BY THE APPROVED ASSOCIATION FOR UNITS 45 & 99-124. THE ASSOCIATION OF A BUILDING PERMIT TOP ELEVATION IN 5.
 - NO JERSEY BARRIER SHALL BE INSTALLED IN ANY ACTIVITY AREA OR DRIVEWAY.
 - SEWAGE SHALL BE TREATED BY THE PROPERTY OWNER.



PROPOSED: (10-06-94)
CORNERSTONE
 SURVEYING AND ENGINEERING, INC.
 75 W. WATKINS RD., SUITE 100
 EAST LANSING, MICHIGAN 48110
 LICENSE SURVEYOR NO. 21385
 LICENSE ENGINEER NO. 21385

[Signature]
 PROJECT NO. 94-01
 DATE: 10-06-94

15228pc 735

LIBER 17983PC366

JA 14 98 014112

\$ 27.00 MISCELLANEOUS RECORDING
\$ 2.00 REINUMENTATION
14 JAN 98 1:46 P.M. RECEIPT# 209A
PAID RECORDED - OAKLAND COUNTY
LYNN D. ALLEN, CLERK/REGISTER OF DEEDS

SIXTH AMENDMENT TO MASTER DEED
OF
WHISPERING MEADOWS CONDOMINIUM

This Sixth Amendment to Master Deed is made and executed on the 31st day of October, 1997, by INNOVATIVE LAND DEVELOPMENTS, INC., a Michigan corporation, hereinafter referred to as "Developer", represented herein by its President, BRUCE WEBER, who is fully empowered and qualified to act on behalf of said corporation in pursuance to the provisions of the Michigan Condominium Act (being Act 59 of Public Acts of 1978, as amended)(hereinafter "Act").

[Faint official text and stamp]
1-9-98
C. HUGH DOHANY, County Treasurer
Sec. 135, Act 208, 1963 as amended

000001

WITNESSETH:

9000790

WHEREAS, the DEVELOPER of WHISPERING MEADOWS, a residential site condominium project established pursuant to the Master Deed thereof dated October 30, 1992, and recorded November 5, 1992, in Liber 13063, Pages 715 through 740, both inclusive, Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 790, and as amended by First Amendment to Master Deed dated December 17, 1992, and recorded December 18, 1992; in Liber 13191, Pages 785 through 827, and as amended by Second Amendment to Master Deed recorded September 29, 1993, in Liber 14007, Pages 105-112, and as further amended by Third Amendment to Master Deed recorded October 4, 1993, in

[Handwritten signature]

pt.

y 12-29-126-001-Nw1/4 - Occup# 790 O.K. - RC
12-29-428-000 End - Occup# 790 OK - G.K.

LIBER 17983PG367

Liber 14016, Pages 726-753, and as further amended by Fourth Amendment to Master Deed dated January 13, 1994, and recorded January 20, 1994, in Liber 14368, Pages 701-722, and as further amended by Fifth Amendment to Master Deed recorded January 30, 1995, in Liber 15228, Pages 730-735, all of the above inclusive, desires to further amend said Master Deed pursuant to the amendatory powers reserved to the Developer in Article VIII, of the original Master Deed for the purposes of adding Units from the area of future development to the Project; and to otherwise comply with the requirements of the Act;

NOW, THEREFORE, the Developer does, upon the recording hereof, amend the Master Deed of Whispering Meadows Condominium by the following:

ARTICLE I OF AMENDMENT

The legal description of the real property being added to the Project by this amendment which shall comprise Unit 133 is as follows:

gas
A parcel of land located in Whispering Meadows Condominium, Section 29, T3N-R8E, White Lake Township, Oakland County, Michigan. Described as: Beginning at the NW corner of Unit 61 of said Whispering Meadows Condominium; thence N01°00'46"W 142.36 feet; thence N89°44'15"E 388.55 feet; thence along a curve to the right with a radius of 300.00 feet, a central angle of 25°57'31", an arc length of 135.92 feet, and a chord bearing and distance of S12°40'53"E 131.30 feet; thence S02°10'26"E 72.27 feet; thence S87°49'34"W 60.00 feet; thence N80°42'53"W 362.52 feet to the point of beginning. Said parcel contains 1.37 acres of land, more or less, and being subject to any right of way or easements of record.

ARTICLE II OF AMENDMENT

The legal description of the Project as set forth in Article II of the Master Deed shall be replaced by the following:

gas
A parcel of land located in Section 29, T3N-R8E, White Lake Township, Oakland County Michigan described as follows: Beginning at a point N87°58'38"E 812.96 feet and S01°35'55"E 60.00 feet from the north 1/4 corner of Section 29; thence N87°58'38"E along said North Line 506.53 feet to the east 1/8 line

LIRFR 17983PC368

of said section; thence $S01^{\circ}35'55''E$ along said 1/8 line 1079.20 feet to a point on the centerline of Cedar Creek so-called; thence along said centerline 604' to a point which is $N65^{\circ}29'47''E$ 418.90 feet from said 1/8 line; thence $S01^{\circ}33'33''W$ 505.05 feet; thence $N86^{\circ}34'44''E$ 353.80 feet to the centerline of Bogie Lake Road as established in the recorded plat of Lakewood Village No. 8, as recorded in Liber 124, Pages 21 & 22, Oakland County Records; thence along the centerline of said Bogie Lake Road the following 5 courses: (1) $S01^{\circ}56'03''W$ 543.76 feet and (2) along a curve to the left having a radius of 954.93 feet, a central angle of $26^{\circ}56'01''$, an arc length of 448.89 feet, and a chord bearing and distance of $S11^{\circ}31'57''E$ 444.77 feet, and (3) $S24^{\circ}59'56''E$ 447.09 feet, and (4) $S24^{\circ}40'57''E$ 725.56 feet, and (5) along a curve to the right having a radius of 1432.39 feet, a central angle of $04^{\circ}24'58''$, an arch length of 110.40 feet, and a chord bearing and distance of $S22^{\circ}28'28''E$ 110.37 feet to a point which is $N01^{\circ}31'57''W$ 1229.33 feet and $N10^{\circ}53'58''W$ 466.26 feet from the southeast corner of Section 29, T3N-R8E; thence leaving said centerline $S87^{\circ}54'40''W$ 1528.74 feet; thence $N00^{\circ}49'32''W$ 969.57 feet to the E&W 1/4 line of said section; thence $S87^{\circ}50'16''W$ along said 1/4 line 1064.49 feet to the center of Section 29; thence continuing along said 1/4 line $S87^{\circ}50'15''W$ 1343.48 feet to the west 1/8 line of said section; thence $N01^{\circ}00'46''W$ along said 1/8 line 2132.15 feet; thence $N89^{\circ}44'15''E$ 388.55 feet; thence $N89^{\circ}56'07''E$ 324.60 feet; thence $S80^{\circ}59'23''E$ 155.88 feet; thence $S87^{\circ}25'28''E$ 179.11 feet; thence $S18^{\circ}33'48''W$ 303.66 feet; thence along a curve to the right having a radius of 1022.14 feet, a central angle of $03^{\circ}21'50''$, an arch length of 60.01 feet, and a chord bearing and distance of $S71^{\circ}26'12''E$ 60.00 feet; thence $N18^{\circ}33'48''E$ 318.58 feet; thence $S88^{\circ}41'00''E$ 231.95 feet; thence $N02^{\circ}39'54''W$ 118.00 feet; thence $N87^{\circ}05'56''E$ 813.83 feet; thence $N02^{\circ}55'40''W$ 443.77 feet to the point of beginning. Said parcel containing 186.82 acres of land and being subject to Bogie Lake Road so-called. Reserving, however, to the developer, Innovative Land Developments, Inc. all subsurface mineral rights to the above described premises which are not enclosed within a unit as defined in the Master Deed and Exhibit B and to all mineral rights at or below ground level of general common element areas, such mineral rights reserved to the Developer include, without limitation, all oil and gas rights, rights to lease oil and gas but excluding any right to development of the surface in conjunction with oil and/or gas extraction activities.

ARTICLE III

The remaining area of possible future expansion of the Project as set forth in Article VIII of the Master Deed shall be replaced with the following:

A parcel of land located in Section 29, T3N-R8E, White Lake Township, Oakland County, Michigan described as follows: Beginning at the north 1/4 corner of said Section 29; thence N87°58'38"E along the north line of section a distance of 1319.49 feet to the east 1/8 line of Section 29; thence S01°35'55"E along said 1/8 line 60.00 feet; thence S87°58'38"W 506.53 feet; thence S02°55'40"E 443.77 feet; thence S87°05'56"W 813.83 feet; thence S02°39'54"E 118.00 feet; thence N88°41'00"W 231.95 feet; thence S18°33'48"W 318.53 feet; thence along a curve to the left having a radius of 1022.14 feet, a central angle of 03°21'50", an arch length of 60.01 feet, and a chord bearing and distance of N71°26'12"W 60.00 feet; thence N18°33'48"E 303.66 feet; thence N87°25'28"W 179.11 feet; thence N80°59'23"W 155.88 feet; thence S89°56'07"W 324.60 feet; thence S89°44'15"W 388.55 feet to the west 1/8 line of Section 29; thence N01°00'46"W along said 1/8 line 542.88 feet to the north line of said section; thence N87°49'34"E 1320.59 feet along said north line to the point of beginning. Said parcel containing 28.63 acres of land, reserving, however, to the Developer, Innovative Land Developments, Inc., all subsurface mineral rights to the above described premises which are not enclosed within a unit as defined in the Master Deed and Exhibit B and to all mineral rights at or below ground level of general common element areas. Such mineral rights reserved to the Developer include, without limitation, all oil and gas rights, rights to lease oil and gas.

ARTICLE IV OF AMENDMENT

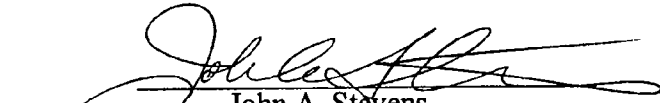
Sheets 1, 5, 7, 8, 9 and 10 of the Condominium Subdivision Plan of Whispering Meadows Condominium are hereby replaced by and shall be superseded by the attached Sheets 1, 5, 7, 8, 9, and 10.

In all other respects other than hereinabove indicated, the Master Deed of Whispering Meadows Condominium as recorded along with the First, Second, Third, Fourth and Fifth

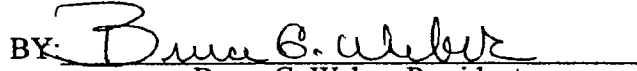
Amendments to same, as recorded, including attachments, are hereby ratified and affirmed.

WITNESSES:

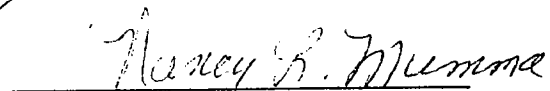
INNOVATIVE LAND DEVELOPMENTS, INC.,
a Michigan corporation



John A. Stevens

BY: 

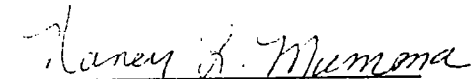
Bruce G. Weber, President



Nancy L. Mumma

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 31st day of October, 1997, before me appeared **BRUCE G. WEBER**, President of **INNOVATIVE LAND DEVELOPMENT, INC.**, to me personally known, who being by me duly sworn, did say that said instrument was signed on behalf of the said corporation by authority of its Board of Directors, and the said **BRUCE G. WEBER** acknowledges the execution of the said instrument as the free act and deed of **INNOVATIVE LAND DEVELOPMENT, INC.**

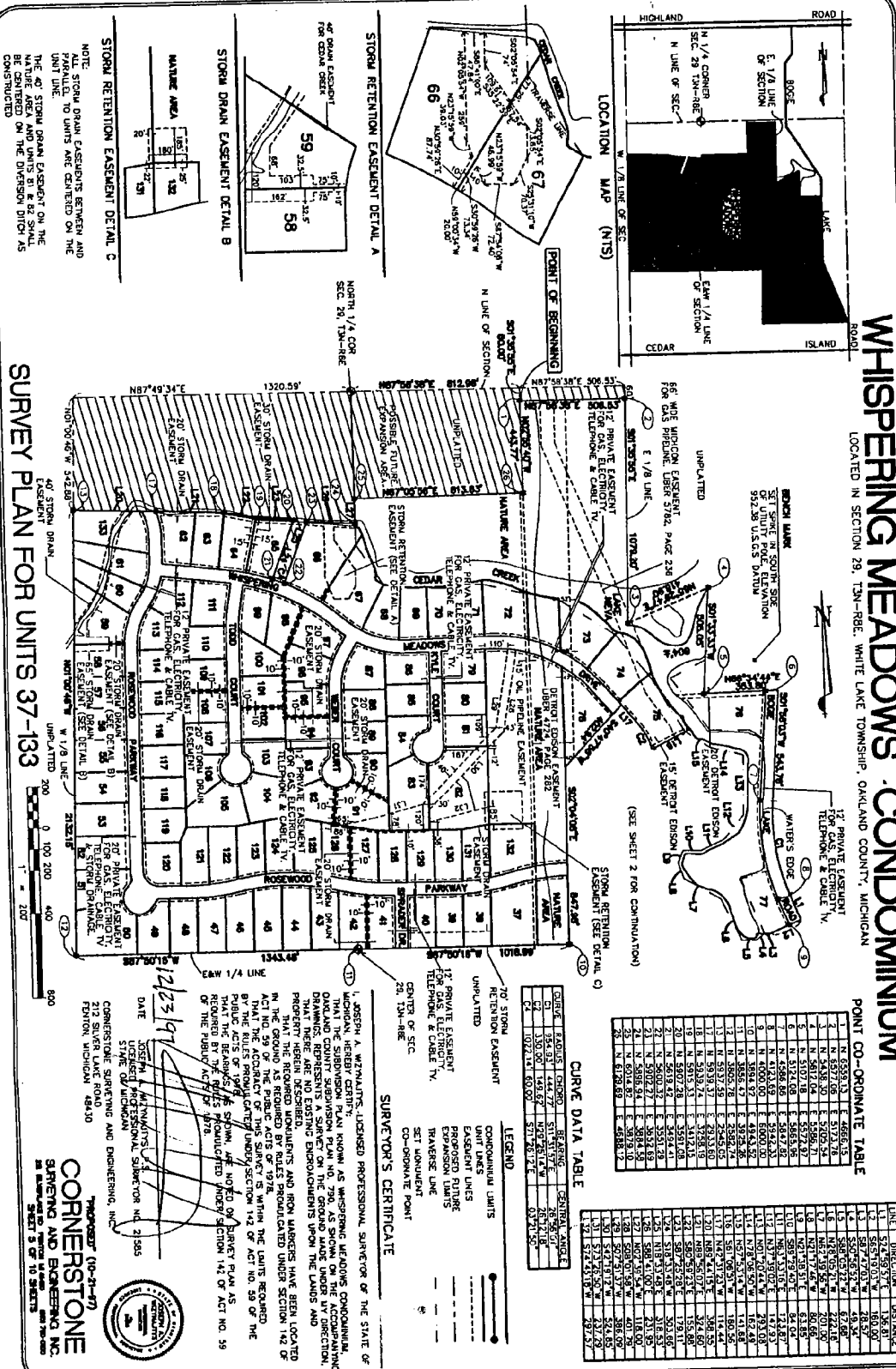


Nancy L. Mumma, Notary Public
Oakland County, Michigan
My Commission Expires: 9/11/00

Drafted by and Return to
JOHN A. STEVENS, ESQ.
MATHESON, PARR, SCHULER,
EWALD & JOLLY, LLP
2555 Crooks Road, Suite 200
Troy, Michigan 48084
(248) 643-7900

WHISPERING MEADOWS CONDOMINIUM

LOCATED IN SECTION 29, T34N-R6E, WHITE LAKE TOWNSHIP, OAKLAND COUNTY, MICHIGAN



SURVEY PLAN FOR UNITS 37-133

STORM RETENTION EASEMENT DETAIL C
NOTE: STORM DRAIN CASINGS BETWEEN AND BETWEEN UNITS ARE CENTERED ON THE UNIT LINE.
THE 40' STORM DRAIN EASEMENT ON THE NATURE AREA AND UNITS B1 & B2 SHALL BE CENTERED ON THE DIVERSION DITCH AS CONSTRUCTED.

STORM RETENTION EASEMENT DETAIL B
NATURE AREA

STORM RETENTION EASEMENT DETAIL A
40' STORM DRAIN EASEMENT FOR CONCRETE DRIVEWAY

POINT OF BEGINNING
N LINE OF SECTION
E 1/8 LINE OF SECTION
W 1/4 LINE OF SECTION

LOCATION MAP (NTS)
HIGHLAND ROAD
CEDAR ROAD
ISLAND ROAD
N 1/4 CORNER OF SECTION
E 1/8 LINE OF SECTION
W 1/4 LINE OF SECTION

LEGEND
CONDOMINIUM UNITS
UNIT LINES
EASEMENT LINES
PROPOSED DRIVEWAYS
CONCRETE DRIVEWAYS
UNPLANTED
12' PRIVATE EASEMENT FOR GAS, ELECTRICITY, TELEPHONE & CABLE TV
15' DETROIT EDISON EASEMENT
20' DETROIT EDISON EASEMENT
60' WIDE MICHIGAN EASEMENT FOR GAS PIPELINE, LIGHT STRUT, PAINT, 230' TELEPHONE & CABLE TV
66' WIDE MICHIGAN EASEMENT FOR GAS PIPELINE, LIGHT STRUT, PAINT, 230' TELEPHONE & CABLE TV
STORM RETENTION EASEMENT
NATURE AREA
WATERING AREA
UNPLANTED

CURVE DATA TABLE

STATION	CHORD	BEARING	CENTRAL ANGLE
1	154.83	S 44° 17' 15" W	78.50°
2	154.83	S 44° 17' 15" W	78.50°
3	154.83	S 44° 17' 15" W	78.50°
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45	154.83	S 44° 17' 15" W	78.50°
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74	154.83	S 44° 17' 15" W	78.50°
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83	154.83	S 44° 17' 15" W	78.50°
84	154.83	S 44° 17' 15" W	78.50°
85	154.83	S 44° 17' 15" W	78.50°
86	154.83	S 44° 17' 15" W	78.50°
87	154.83	S 44° 17' 15" W	78.50°
88	154.83	S 44° 17' 15" W	78.50°
89	154.83	S 44° 17' 15" W	78.50°
90	154.83	S 44° 17' 15" W	78.50°
91	154.83	S 44° 17' 15" W	78.50°
92	154.83	S 44° 17' 15" W	78.50°
93	154.83	S 44° 17' 15" W	78.50°
94	154.83	S 44° 17' 15" W	78.50°
95	154.83	S 44° 17' 15" W	78.50°
96	154.83	S 44° 17' 15" W	78.50°
97	154.83	S 44° 17' 15" W	78.50°
98	154.83	S 44° 17' 15" W	78.50°
99	154.83	S 44° 17' 15" W	78.50°
100	154.83	S 44° 17' 15" W	78.50°

LINE TABLE

LINE	DIRECTION	DISTANCE
1	S 44° 17' 15" W	154.83
2	S 44° 17' 15" W	154.83
3	S 44° 17' 15" W	154.83
4	S 44° 17' 15" W	154.83
5	S 44° 17' 15" W	154.83
6	S 44° 17' 15" W	154.83
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25	S 44° 17' 15" W	154.83
26	S 44° 17' 15" W	154.83
27	S 44° 17' 15" W	154.83
28	S 44° 17' 15" W	154.83
29	S 44° 17' 15" W	154.83
30	S 44° 17' 15" W	154.83
31	S 44° 17' 15" W	154.83
32	S 44° 17' 15" W	154.83
33	S 44° 17' 15" W	154.83
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44	S 44° 17' 15" W	154.83
45	S 44° 17' 15" W	154.83
46	S 44° 17' 15" W	154.83
47	S 44° 17' 15" W	154.83
48	S 44° 17' 15" W	154.83
49	S 44° 17' 15" W	154.83
50	S 44° 17' 15" W	154.83
51	S 44° 17' 15" W	154.83
52	S 44° 17' 15" W	154.83
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65	S 44° 17' 15" W	154.83
66	S 44° 17' 15" W	154.83
67	S 44° 17' 15" W	154.83
68	S 44° 17' 15" W	154.83
69	S 44° 17' 15" W	154.83
70	S 44° 17' 15" W	154.83
71	S 44° 17' 15" W	154.83
72	S 44° 17' 15" W	154.83
73	S 44° 17' 15" W	154.83
74	S 44° 17' 15" W	154.83
75	S 44° 17' 15" W	154.83
76	S 44° 17' 15" W	154.83
77	S 44° 17' 15" W	154.83
78	S 44° 17' 15" W	154.83
79	S 44° 17' 15" W	154.83
80	S 44° 17' 15" W	154.83
81	S 44° 17' 15" W	154.83
82	S 44° 17' 15" W	154.83
83	S 44° 17' 15" W	154.83
84	S 44° 17' 15" W	154.83
85	S 44° 17' 15" W	154.83
86	S 44° 17' 15" W	154.83
87	S 44° 17' 15" W	154.83
88	S 44° 17' 15" W	154.83
89	S 44° 17' 15" W	154.83
90	S 44° 17' 15" W	154.83
91	S 44° 17' 15" W	154.83
92	S 44° 17' 15" W	154.83
93	S 44° 17' 15" W	154.83
94	S 44° 17' 15" W	154.83
95	S 44° 17' 15" W	154.83
96	S 44° 17' 15" W	154.83
97	S 44° 17' 15" W	154.83
98	S 44° 17' 15" W	154.83
99	S 44° 17' 15" W	154.83
100	S 44° 17' 15" W	154.83

DATE 12/23/97

CONCRETE DRIVEWAYS
213 SILVER LAKE ROAD
RENTON, MICHIGAN 48430

CORNERSTONE SURVEYING AND ENGINEERING, INC.
1000 W. 10th St., Suite 100
Grand Rapids, MI 49507
SHEET 5 OF 10 SHEETS

SURVEYOR'S CERTIFICATE
I, JOSEPH A. WYNALINSKI, LICENSED PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT I AM KNOWN AS WHISPERING MEADOWS CONDOMINIUM, AND THAT I HAVE CONDUCTED A SURVEY OF THE GROUND LINES UNDER THE DRAWINGS, REPRESENTING A SURVEY OF THE GROUND LINES UNDER THE DRAWINGS AND THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE DRIVEWAYS AND PARKWAYS. THE REQUIRED DOCUMENTS AND RECORDS HAVE BEEN LOCATED IN THE OFFICE OF THE PUBLIC ACTS DIVISION OF THE STATE OF MICHIGAN, AND THE PUBLIC ACTS OF 1968 AND 1978 HAVE BEEN REVIEWED AND FOUND TO BE IN FULL COMPLIANCE WITH THE REQUIREMENTS OF THE PUBLIC ACTS OF 1968 AND 1978. THE SURVEY PLAN IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY MADE BY ME OR UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE PUBLIC ACTS OF 1968 AND 1978.

WHISPERING MEADOWS CONDOMINIUM

LOCATED IN SECTION 29, T3N-R8E, WHITE LAKE TOWNSHIP, OAKLAND COUNTY, MICHIGAN

- NOTES:**
1. THE TOP AND BOTTOM LIMITS OF CONCRETE ARE INDICATED TO EACH OTHER AND ARE PERPENDICULAR TO EACH OTHER.
 2. ALL ROADS AND UTILITIES MUST BE BUILT TO ALL OTHER APPROVED STANDARDS AND SPECIFICATIONS.
 3. ALL ELEVATIONS ARE BASED ON U.S.G.S. DATUM.
 4. THE GENERAL COMMON ELEMENTS ARE FOR THE USE OF THE CONDOMINIUM UNITS AND ARE TO BE MAINTAINED BY THE GENERAL COMMON ELEMENTS ASSOCIATION.
 5. A GRADING PLAN SHALL BE REVIEWED AND APPROVED BY WHITE LAKE TOWNSHIP AND THE CONDOMINIUM ASSOCIATION BEFORE CONSTRUCTION OF ANY COMMON ELEMENTS.
 6. NO DREDGE, FILL OR SILVERT INSTALLATION ACTIVITY IS ALLOWED IN OR ON THE LAKE NEVA IS ALLOWED WITHOUT A PERMIT FROM MDNR AND WHITE LAKE TOWNSHIP.

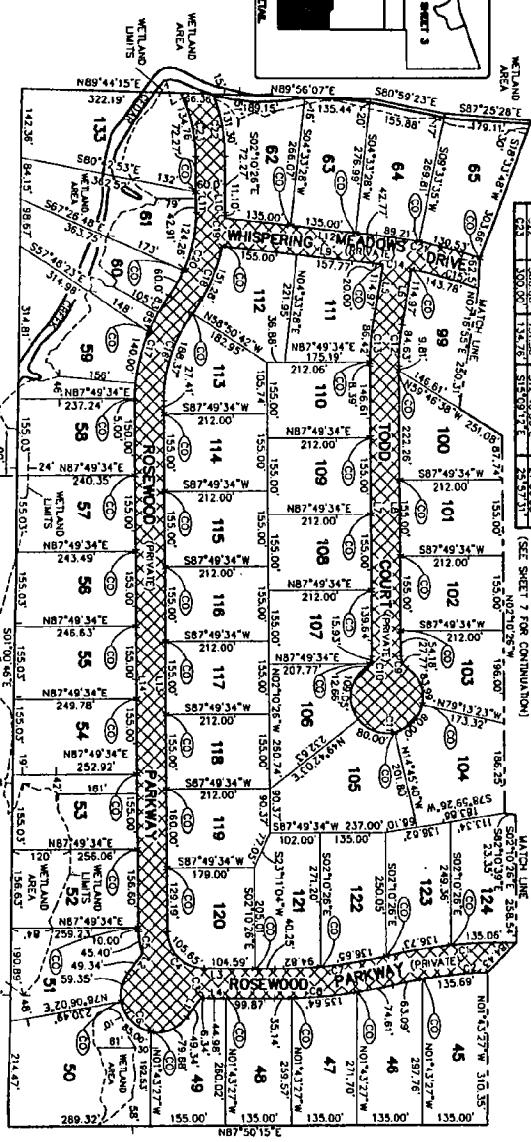
CURVE DATA TABLE

CURVE	RADIUS	CHORD	BEARING	ANGLE	CHORD
C1	1000.00	271.25	S89°27'25"W	114°27'07"	271.25
C2	1000.00	193.56	S88°56'51"W	114°27'07"	193.56
C3	1000.00	106.67	S88°26'27"W	114°27'07"	106.67
C4	1000.00	45.40	S87°56'03"W	114°27'07"	45.40
C5	1000.00	15.00	S87°25'39"W	114°27'07"	15.00
C6	1000.00	15.00	S86°55'15"W	114°27'07"	15.00
C7	1000.00	15.00	S86°24'51"W	114°27'07"	15.00
C8	1000.00	15.00	S85°54'27"W	114°27'07"	15.00
C9	1000.00	15.00	S85°24'03"W	114°27'07"	15.00
C10	1000.00	15.00	S84°53'39"W	114°27'07"	15.00
C11	1000.00	15.00	S84°23'15"W	114°27'07"	15.00
C12	1000.00	15.00	S83°52'51"W	114°27'07"	15.00
C13	1000.00	15.00	S83°22'27"W	114°27'07"	15.00
C14	1000.00	15.00	S82°52'03"W	114°27'07"	15.00
C15	1000.00	15.00	S82°21'39"W	114°27'07"	15.00
C16	1000.00	15.00	S81°51'15"W	114°27'07"	15.00
C17	1000.00	15.00	S81°20'51"W	114°27'07"	15.00
C18	1000.00	15.00	S80°50'27"W	114°27'07"	15.00
C19	1000.00	15.00	S80°20'03"W	114°27'07"	15.00
C20	1000.00	15.00	S79°49'39"W	114°27'07"	15.00
C21	1000.00	15.00	S79°19'15"W	114°27'07"	15.00
C22	1000.00	15.00	S78°48'51"W	114°27'07"	15.00
C23	1000.00	15.00	S78°18'27"W	114°27'07"	15.00

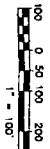
LINE DATA TABLE

LINE	DISTANCE	BEARING
L1	49.34	S14°23'55"W
L2	49.34	S14°23'55"W
L3	144.85	S88°53'37"W
L4	144.85	S88°53'37"W
L5	114.97	S07°20'08"W
L6	514.97	S07°20'08"W
L7	596.23	N06°20'28"W
L8	512.77	S88°28'32"W
L9	512.77	S88°28'32"W
L10	472.81	S07°20'08"W
L11	472.81	S07°20'08"W
L12	312.58	S87°16'27"W
L13	1091.00	N07°10'25"W
L14	1091.00	N07°10'25"W

- LEGEND**
- GENERAL COMMON ELEMENT AREA
 - CONDOMINIUM LIMITS
 - TRAVERSE LINE
 - UNIT LIMITS
 - CLINE NUMBER
 - CH-ORDINATE POINT LOCATION
- C2
 L7



SITE PLAN FOR UNITS 45-65 & 99-124 & 133



UNIT DATA TABLE

UNIT #	AREA	CH-ORDINATE POINT	EASTING	NORTHING
45	41,256.56	N 415°24' E 322.17	1000.00	1000.00
46	36,450.50	N 419°29' E 308.92	1000.00	1000.00
47	35,844.54	N 428°10' E 315.70	1000.00	1000.00
48	35,844.54	N 428°10' E 315.70	1000.00	1000.00
49	35,844.54	N 428°10' E 315.70	1000.00	1000.00
50	65,922.57	N 428°10' E 315.70	1000.00	1000.00
51	41,837.57	N 428°10' E 315.70	1000.00	1000.00
52	36,450.50	N 428°10' E 315.70	1000.00	1000.00
53	36,450.50	N 428°10' E 315.70	1000.00	1000.00
54	36,450.50	N 428°10' E 315.70	1000.00	1000.00
55	36,450.50	N 428°10' E 315.70	1000.00	1000.00
56	36,450.50	N 428°10' E 315.70	1000.00	1000.00
57	36,450.50	N 428°10' E 315.70	1000.00	1000.00
58	36,450.50	N 428°10' E 315.70	1000.00	1000.00
59	36,450.50	N 428°10' E 315.70	1000.00	1000.00
60	36,450.50	N 428°10' E 315.70	1000.00	1000.00
61	48,324.52	N 428°10' E 315.70	1000.00	1000.00
62	39,951.51	N 428°10' E 315.70	1000.00	1000.00
63	38,957.51	N 428°10' E 315.70	1000.00	1000.00
64	43,957.51	N 428°10' E 315.70	1000.00	1000.00
65	43,957.51	N 428°10' E 315.70	1000.00	1000.00
66	39,957.51	N 428°10' E 315.70	1000.00	1000.00
67	39,957.51	N 428°10' E 315.70	1000.00	1000.00
68	39,957.51	N 428°10' E 315.70	1000.00	1000.00
69	39,957.51	N 428°10' E 315.70	1000.00	1000.00
70	39,957.51	N 428°10' E 315.70	1000.00	1000.00
71	39,957.51	N 428°10' E 315.70	1000.00	1000.00
72	39,957.51	N 428°10' E 315.70	1000.00	1000.00
73	39,957.51	N 428°10' E 315.70	1000.00	1000.00
74	39,957.51	N 428°10' E 315.70	1000.00	1000.00
75	39,957.51	N 428°10' E 315.70	1000.00	1000.00
76	39,957.51	N 428°10' E 315.70	1000.00	1000.00
77	39,957.51	N 428°10' E 315.70	1000.00	1000.00
78	39,957.51	N 428°10' E 315.70	1000.00	1000.00
79	39,957.51	N 428°10' E 315.70	1000.00	1000.00
80	39,957.51	N 428°10' E 315.70	1000.00	1000.00
81	39,957.51	N 428°10' E 315.70	1000.00	1000.00
82	39,957.51	N 428°10' E 315.70	1000.00	1000.00
83	39,957.51	N 428°10' E 315.70	1000.00	1000.00
84	39,957.51	N 428°10' E 315.70	1000.00	1000.00
85	39,957.51	N 428°10' E 315.70	1000.00	1000.00
86	39,957.51	N 428°10' E 315.70	1000.00	1000.00
87	39,957.51	N 428°10' E 315.70	1000.00	1000.00
88	39,957.51	N 428°10' E 315.70	1000.00	1000.00
89	39,957.51	N 428°10' E 315.70	1000.00	1000.00
90	39,957.51	N 428°10' E 315.70	1000.00	1000.00
91	39,957.51	N 428°10' E 315.70	1000.00	1000.00
92	39,957.51	N 428°10' E 315.70	1000.00	1000.00
93	39,957.51	N 428°10' E 315.70	1000.00	1000.00
94	39,957.51	N 428°10' E 315.70	1000.00	1000.00
95	39,957.51	N 428°10' E 315.70	1000.00	1000.00
96	39,957.51	N 428°10' E 315.70	1000.00	1000.00
97	39,957.51	N 428°10' E 315.70	1000.00	1000.00
98	39,957.51	N 428°10' E 315.70	1000.00	1000.00
99	39,957.51	N 428°10' E 315.70	1000.00	1000.00
100	39,957.51	N 428°10' E 315.70	1000.00	1000.00
101	39,957.51	N 428°10' E 315.70	1000.00	1000.00
102	39,957.51	N 428°10' E 315.70	1000.00	1000.00
103	39,957.51	N 428°10' E 315.70	1000.00	1000.00
104	39,957.51	N 428°10' E 315.70	1000.00	1000.00
105	39,957.51	N 428°10' E 315.70	1000.00	1000.00
106	39,957.51	N 428°10' E 315.70	1000.00	1000.00
107	39,957.51	N 428°10' E 315.70	1000.00	1000.00
108	39,957.51	N 428°10' E 315.70	1000.00	1000.00
109	39,957.51	N 428°10' E 315.70	1000.00	1000.00
110	39,957.51	N 428°10' E 315.70	1000.00	1000.00
111	39,957.51	N 428°10' E 315.70	1000.00	1000.00
112	39,957.51	N 428°10' E 315.70	1000.00	1000.00
113	39,957.51	N 428°10' E 315.70	1000.00	1000.00
114	39,957.51	N 428°10' E 315.70	1000.00	1000.00
115	39,957.51	N 428°10' E 315.70	1000.00	1000.00
116	39,957.51	N 428°10' E 315.70	1000.00	1000.00
117	39,957.51	N 428°10' E 315.70	1000.00	1000.00
118	39,957.51	N 428°10' E 315.70	1000.00	1000.00
119	39,957.51	N 428°10' E 315.70	1000.00	1000.00
120	39,957.51	N 428°10' E 315.70	1000.00	1000.00
121	39,957.51	N 428°10' E 315.70	1000.00	1000.00
122	39,957.51	N 428°10' E 315.70	1000.00	1000.00
123	39,957.51	N 428°10' E 315.70	1000.00	1000.00
124	39,957.51	N 428°10' E 315.70	1000.00	1000.00
125	39,957.51	N 428°10' E 315.70	1000.00	1000.00
126	39,957.51	N 428°10' E 315.70	1000.00	1000.00
127	39,957.51	N 428°10' E 315.70	1000.00	1000.00
128	39,957.51	N 428°10' E 315.70	1000.00	1000.00
129	39,957.51	N 428°10' E 315.70	1000.00	1000.00
130	39,957.51	N 428°10' E 315.70	1000.00	1000.00
131	39,957.51	N 428°10' E 315.70	1000.00	1000.00
132	39,957.51	N 428°10' E 315.70	1000.00	1000.00
133	39,957.51	N 428°10' E 315.70	1000.00	1000.00

DATE: 12/23/97

DESIGNED BY: [Signature]

DRAWN BY: [Signature]

CHECKED BY: [Signature]

DATE: 12/23/97

DESIGNED BY: [Signature]

DRAWN BY: [Signature]

CHECKED BY: [Signature]

CORNERSTONE (INCORPORATED)
 ARCHITECTURAL AND ENGINEERING INC.
 1000 W. WASHINGTON ST., SUITE 200
 ANN ARBOR, MI 48106
 PHONE: (313) 963-1234
 FAX: (313) 963-1234
 SHEET 8 OF 10 SHEETS

WHISPERING MEADOWS CONDOMINIUM

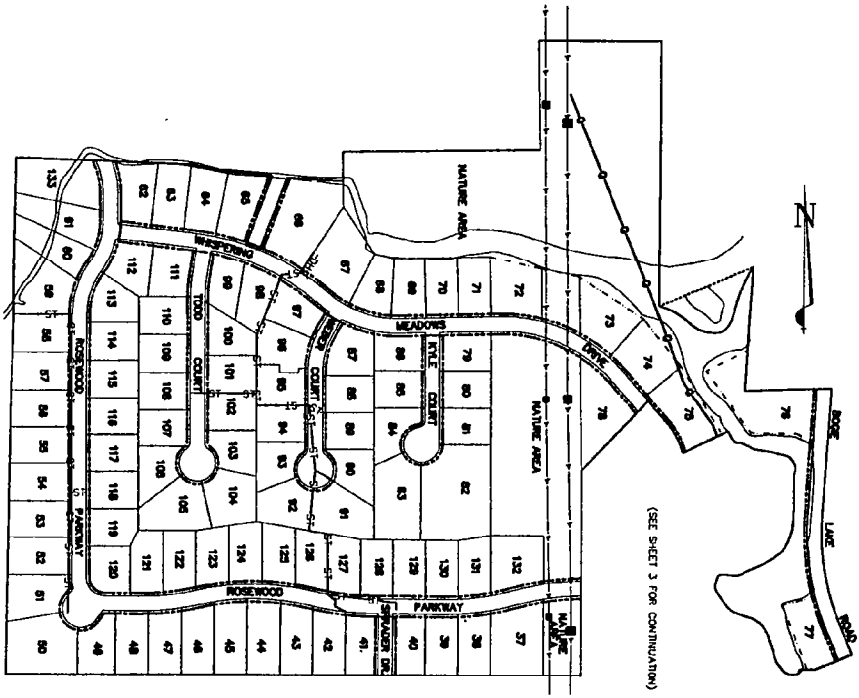
LOCATED IN SECTION 29, T3N-R9E, WHITE LAKE TOWNSHIP, OAKLAND COUNTY, MICHIGAN

UTILITY SOURCES

- DETROIT EDISON
2000 2ND AVENUE
DETROIT MI, 48226
- MICHIGAN CONSOLIDATED GAS CO
500 GRESHAM
DETROIT, MICHIGAN
- QTE
352 DANSON RD
DANSON, MI 48223
- GREATER MEDIA CABLE
200 W. WALKER RD
WALKER MI, MICHIGAN

NOTES:

1. ALL STORAGE, ORGAN PIPES, MANHOLES AND CATCH BASINS ARE GENERAL COMMON ELEMENT.
2. ALL VALVES ARE GENERAL COMMON ELEMENT.
3. ALL DRY HYDRANT ASSEMBLIES ARE GENERAL COMMON ELEMENT.

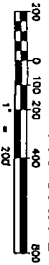


(SEE SHEET 3 FOR CONTINUATION)

LEGEND

- CONDOMINIUM UNITS
- UNIT LIMITS
- GAS PIPELINE
- STORM DRAIN LINE
- DRY HYDRANT LINE
- HIGH VOLTAGE POWER LINES
- GAS, ELECTRIC, TELEPHONE & CABLE (SHARE TRENCH)

UTILITY PLAN FOR UNITS 37-133



DATE: 12/23/97

JOSEPH A. BARRETT, P.E.
REGISTERED PROFESSIONAL ENGINEER
STATE OF MICHIGAN
LICENSE NO. 21585



CORNERSTONE
SURVEYING AND ENGINEERING INC.
10000 W. 11TH AVENUE, SUITE 100
DENVER, CO 80202

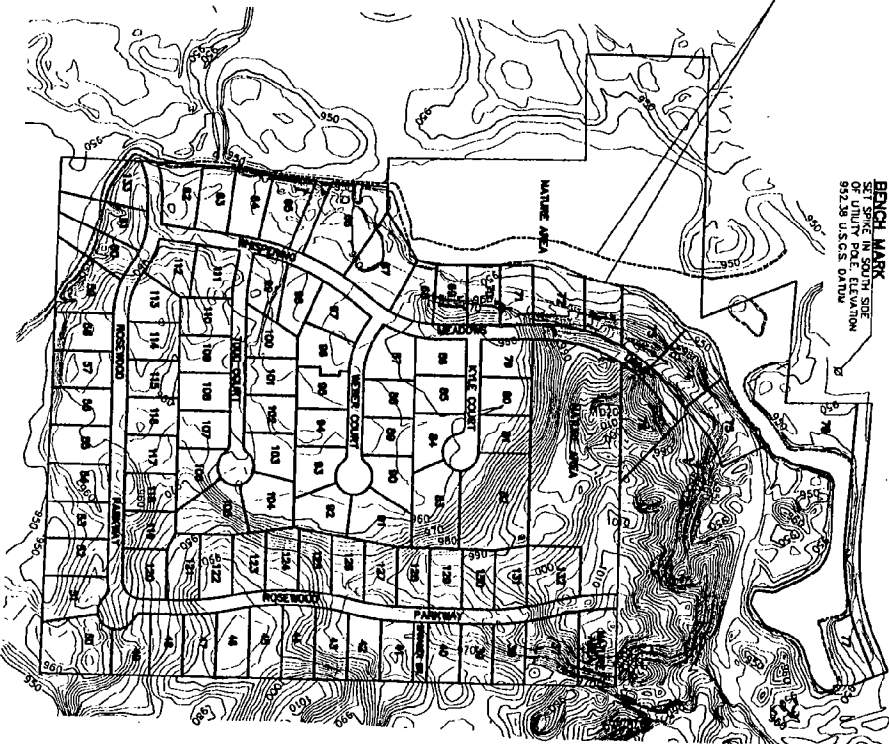
REF: 17983PC376

WHISPERING MEADOWS CONDOMINIUM

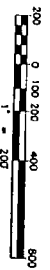
LOCATED IN SECTION 29, T3N-R8E, WHITE LAKE TOWNSHIP, OAKLAND COUNTY, MICHIGAN

100 YEAR FLOOD PLAIN AS ESTABLISHED BY THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD NUMBER COMMUNITY PANEL NUMBER 280479 0010 B

BENCH MARK
ELEVATION
OF UTILITY POLE ELEVATION
952.38 U.S.C.S. DATUM



FLOOD PLAIN PLAN FOR UNITS 37-132



LEGEND

- CONDOMINIUM LIMITS
- UNIT LINES
- 100 YEAR FLOOD PLAIN LINE
- CONTOUR LINE

DATE 12/23/97

JOSEPH W. WINTHALTS
U.S. ENGINEER
PROFESSIONAL SURVEYOR NO. 21845
STATE OF MICHIGAN



REGISTERED (10-21-97)
CORNERSTONE
SURVEYING AND ENGINEERING, INC.
10000 W. HAWTHORNE AVENUE
SUITE 100
ANN ARBOR, MI 48106-1000
PH: 734-769-0000
FAX: 734-769-0001

MATHESON, PARR, SCHULER, EWALD & JOLLY, LLP

FOR FILES

7-18-00

ROBERT A. PARR
TERENCE K. JOLLY
JAMES D. OSMER
JOHN A. STEVENS

OF COUNSEL:
EUGENE C. EWALD
ROBERT D. SCHULER

ATTORNEYS AND COUNSELORS AT LAW
2555 CROOKS ROAD, SUITE 200
TROY, MICHIGAN 48064-4742

(248) 643-7900
FAX (248) 643-0417
e-mail: MPSEJ@aol.com

SUITE 130
39555 ORCHARD HILL PLACE DR.
NOVI, MICHIGAN 48375
(248) 349-8242
GEORGE S. DIXON
1906-1973
ALBERT D. MATHESON
1912-1990
CARNEY D. MATHESON
1901-1997

August 31, 1998

RECEIVED

SEP 1 1998

MEISNER & ASSOCIATES, P.C.

→ MAX ✓

Robert M. Meisner, Esq.
Meisner & Associates, P.C.
30200 Telegraph Rd., Ste. 467
Bingham Farms, MI 48025-4506

Re: Whispering Meadows

Dear Mr. Meisner:

This is in response to your firm's letters of August 17, 1998 and August 27, 1998.

1. Units 95 and 96 Agreements and Documentation. The problem relating to the boundary line between Units 95 and 96 was not of the Developer's making. The Developer and its counsel have spent much time, attention and money trying to assist in resolving this problem in the past, only to meet resistance from the Association. The consent judgment entered by the Charter Township of White Lake and the earlier owners of Lots 95 and 96 directed the defendant to take steps to re-locate the side boundary line between Units 95 and 96. Yet your office has since then ventured the legal opinion that such is not possible based on the current condominium documents. I have forwarded copies of your proposed documentation including the agreement regarding approval of deviation from condominium setback requirements to the Developer, and it is the Developer's position that before it directs me to review such documents or spend any further time on them, that appropriate compensation for that review should come either from the Association or from the owner. We would estimate that based on time necessary to review the documents that sum would be \$500.00. I would note at the outset, however, that the format of the agreement is not recordable and that violates at least one of the express provisions of the agreement.

Robert M. Meisner, Esq.

Page 2

August 31, 1998

2. Sprinkler System and Illumination. We fail to understand upon what legal basis you rely in asserting that the Developer has a responsibility to either "illuminate the common elements or provide an adequate sprinkler apparatus for same." Neither a common sprinkler system nor project illumination were described in the condominium subdivision plan or in the construction plans approved and on file with the Township of White Lake. No requirement to install such was ever made by the Planning Commission as a condition of site plan approval. No representations or promises of same were ever made to any co-owners.

The only circumstances which we surmise lead you to make this demand relate to the island in Stonewood Drive coming off Bogey Lake Road. Before the roads of Whispering Meadows were even located, Oakland County required certain test wells be drilled for water. One of the test wells was located in the area which is now that island. The Developer, solely at its own initiative and under no legal obligation, connected that well with certain piping to Units 1-4 so that the Association, if it chose at its expense, could subsequently install a sprinkler system. Again, I repeat, at no time was any co-owner ever told or promised that this would be an Association wide sprinkler system, that the Developer would put it in, or any other promise of similar kind. Likewise, neither the current condominium documents nor the construction plan require any illumination system to be installed by the Developer. If you feel that you have some legal basis on which to posit the demands made in your August 27, 1998 letter, I would ask that you communicate same to me in a clear and succinct fashion.

3. Seventh Amendment to Master Deed. As requested by your office, a Seventh Amendment to Master Deed was prepared and recorded to correct the errors in the Sixth Amendment, including the unintentional misidentification of the Developer, the legal description and the changed boundaries between Units 95 and 96. Additionally, you will find that Article V of the Amendment restores to the Association the original equal percentages of value found in the original Master Deed. It would appear that through an advertance, these were reformulated in earlier amendments, which, under the Condominium Act, is not permissible. Accordingly, we have corrected that and will assume the Association will have an easier time in governance and allocation of assessments based on equal percentages of value.

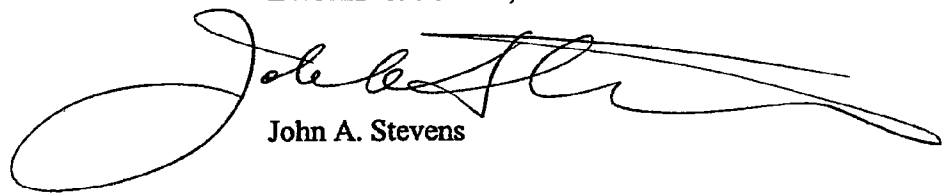
4. Assignment of Architectural Control Rights and Rights Relating to Bylaw Restrictions. This is to give you notice that the Developer is directing the preparation for his execution of an assignment of any and all rights and powers currently vested in the Developer relative to architectural control, approval and/or to any other approval of activities or improvements pursuant to the Restrictions article of the Bylaws of Whispering Meadows. This assignment is being prepared pursuant to the authority reserved in Article X of the Master Deed, will be executed by the Developer and recorded with the Oakland County Register of Deeds. We will forward a copy. Upon recording and forwarding, the Association

Robert M. Meisner, Esq.
Page 3
August 31, 1998

will be totally and fully vested with all such rights and powers and will no longer have the Developer as an excuse for non-enforcement of violations.

Very truly yours,

MATHESON, PARR, SCHULER,
EWALD & JOLLY, LLP

A handwritten signature in black ink, appearing to read "John A. Stevens", with a large, sweeping flourish extending to the right.

John A. Stevens

JAS/nm
Enclosure

Recorded
L. 18746 P 725-73

SEVENTH AMENDMENT TO MASTER DEED
OF
WHISPERING MEADOWS CONDOMINIUM

This Seventh Amendment to Master Deed is made and executed on the 13th day of July, 1998, by INNOVATIVE LAND DEVELOPMENTS, INC., a Michigan corporation, hereinafter referred to as "Developer", represented herein by its President, BRUCE WEBER, who is fully empowered and qualified to act on behalf of said corporation in pursuance to the provisions of the Michigan Condominium Act (being Act 59 of Public Acts of 1978, as amended)(hereinafter "Act").

WITNESSETH:

WHEREAS, the DEVELOPER of WHISPERING MEADOWS, a residential site condominium project established pursuant to the Master Deed thereof dated October 30, 1992, and recorded November 5, 1992, in Liber 13063, Pages 715 through 740, both inclusive, Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 790, and as amended by First Amendment to Master Deed dated December 17, 1992, and recorded December 18, 1992, in Liber 13191, Pages 785 through 827, and as amended by Second Amendment to Master Deed recorded September 29, 1993, in Liber 14007, Pages 105-112, and as further amended by Third Amendment to Master Deed recorded October 4, 1993, in

Liber 14016, Pages 726-753, and as further amended by Fourth Amendment to Master Deed dated January 13, 1994, and recorded January 20, 1994, in Liber 14368, Pages 701-722, and as further amended by Fifth Amendment to Master Deed recorded January 30, 1995, in Liber 15228, Pages 730-735, and Sixth Amendment to master Deed recorded January 14, 1998, in Liber 17983, Pages 366-376, all of the above inclusive, desires to further amend said Master Deed pursuant to the amendatory powers reserved to the Developer in Article VIII, of the original Master Deed for the purposes of correcting certain clerical errors, subdivision plan errors and legal description errors in the Sixth Amendment correcting percentages of value and to otherwise comply with the requirements of the Act;

NOW, THEREFORE, the Developer does, upon the recording hereof, amend the Master Deed of Whispering Meadows Condominium by the following:

ARTICLE I OF AMENDMENT

The legal description of the real property being added to the Project by this amendment which shall comprise Unit 133 is as follows:

A parcel of land located in Whispering Meadows Condominium, Section 29, T3N-R8E, White Lake Township, Oakland County, Michigan. Described as: Beginning at the NW corner of Unit 61 of said Whispering Meadows Condominium; thence N01°00'46"W 142.36 feet; thence N89°44'15"E 388.55 feet; thence along a curve to the right with a radius of 300.00 feet, a central angle of 25°57'31", an arc length of 135.92 feet, and a chord bearing and distance of S12°40'53"E 131.30 feet; thence S02°10'26"E 72.27 feet; thence S87°49'34"W 60.00 feet; thence N80°42'53"W 362.52 feet to the point of beginning. Said parcel contains 1.37 acres of land, more or less, and being subject to any right of way or easements of record.

ARTICLE II OF AMENDMENT

The legal description of the Project as set forth in Article II of the Master Deed shall be replaced by the following:

A parcel of land located in Section 29, T3N-R8E, White Lake Township, Oakland County Michigan described as follows: Beginning at a point N87°58'38"E 812.96 feet and S01°35'55"E 60.00 feet from the north 1/4 corner of Section 29; thence N87°58'38"E along said North Line 506.53 feet to the east 1/8 line of said section; thence S01°35'55"E along said 1/8 line 1079.20 feet to a point on the centerline of Cedar Creek so-called; thence along said centerline 604'± to a point which is N65°29'47"E 418.90 feet from said 1/8 line; thence S01°33'33"W 505.05 feet; thence N86°34'44"E 353.80 feet to the centerline of Bogie Lake Road as established in the recorded plat of Lakewood Village No. 8, as recorded in Liber 124, Pages 21 & 22, Oakland County Records; thence along the centerline of said Bogie Lake Road the following 5 courses: (1) S01°56'03"W 543.76 feet and (2) along a curve to the left having a radius of 954.93 feet, a central angle of 26°56'01", an arc length of 448.89 feet, and a chord bearing and distance of S11°31'57"E 444.77 feet, and (3) S24°59'56"E 447.09 feet, and (4) S24°40'57"E 725.56 feet, and (5) along a curve to the right having a radius of 1432.39 feet, a central angle of 04°24'58", an arch length of 110.40 feet, and a chord bearing and distance of S22°28'28"E 110.37 feet to a point which is N01°31'57"W 1229.33 feet and N10°53'58"W 466.26 feet from the southeast corner of Section 29, T3N-R8E; thence leaving said centerline S87°54'40"W 1528.74 feet; thence N00°49'32"W 969.57 feet to the E&W 1/4 line of said section; thence S87°50'16"W along said 1/4 line 1064.49 feet to the center of Section 29; thence continuing along said 1/4 line S87°50'15"W 1343.48 feet to the west 1/8 line of said section; thence N01°00'46"W along said 1/8 line 2132.15 feet; thence N89°44'15"E 388.55 feet; thence N89°56'07"E 324.60 feet; thence S80°59'23"E 155.88 feet; thence S87°25'28"E 179.11 feet; thence S18°33'48"W 303.66 feet; thence along a curve to the right having a radius of 1022.14 feet, a central angle of 03°21'50", an arch length of 60.01 feet, and a chord bearing and distance of S71°26'12"E 60.00 feet; thence N18°33'48"E 318.58 feet; thence S88°41'00"E 231.95 feet; thence N02°39'54"W 118.00 feet; thence N87°05'56"E 813.83 feet; thence N02°55'40"W 443.77 feet to the point of beginning. Said parcel containing 186.82 acres of land and being subject to Bogie Lake Road so-called. Reserving, however, to the developer, Innovative Land DEVELOPMENTS, Inc. all subsurface mineral rights to the above described premises which are not enclosed within a unit as defined in the Master Deed

and Exhibit B and to all mineral rights at or below ground level of general common element areas, such mineral rights reserved to the Developer include, without limitation, all oil and gas rights, rights to lease oil and gas but excluding any right to DEVELOPMENTS of the surface in conjunction with oil and/or gas extraction activities.

ARTICLE III

The remaining area of possible future expansion of the Project as set forth in Article VIII of the Master Deed shall be replaced with the following:

A parcel of land located in Section 29, T3N-R8E, White Lake Township, Oakland County, Michigan described as follows: Beginning at the north 1/4 corner of said Section 29; thence N87°58'38"E along the north line of section a distance of 1319.49 feet to the east 1/8 line of Section 29; thence S01°35'55"E along said 1/8 line 60.00 feet; thence S87°58'38"W 506.53 feet; thence S02°55'40"E 443.77 feet; thence S87°05'56"W 813.83 feet; thence S02°39'54"E 118.00 feet; thence N88°41'00"W 231.95 feet; thence S18°33'48"W 318.53 feet; thence along a curve to the left having a radius of 1022.14 feet, a central angle of 03°21'50", an arch length of 60.01 feet, and a chord bearing and distance of N71°26'12"W 60.00 feet; thence N18°33'48"E 303.66 feet; thence N87°25'28"W 179.11 feet; thence N80°59'23"W 155.88 feet; thence S89°56'07"W 324.60 feet; thence S89°44'15"W 388.55 feet to the west 1/8 line of Section 29; thence N01°00'46"W along said 1/8 line 542.88 feet to the north line of said section; thence N87°49'34"E 1320.59 feet along said north line to the point of beginning. Said parcel containing 28.63 acres of land, reserving, however, to the Developer, Innovative Land DEVELOPMENTS, Inc., all subsurface mineral rights to the above described premises which are not enclosed within a unit as defined in the Master Deed and Exhibit B and to all mineral rights at or below ground level of general common element areas. Such mineral rights reserved to the Developer include, without limitation, all oil and gas rights, rights to lease oil and gas.

ARTICLE IV OF AMENDMENT

Sheets 1, 5, 7, 8, 9 and 10 of the Condominium Subdivision Plan of Whispering Meadows Condominium are hereby replaced by and shall be superseded by the attached Sheets 1, 5, 7, 8, 9, and 10, all dated June 30, 1998.

ARTICLE V OF AMENDMENT

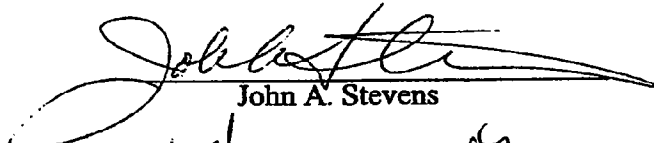
Article VI, Section 2 of the Master Deed shall be replaced with the following:

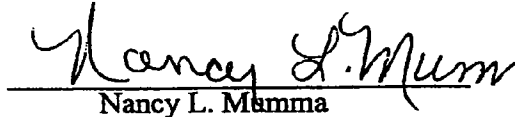
Section 2. Percentages of Value. The percentages of value assigned to each Unit are equal. The percentages of value were computed on the basis of the comparative characteristics of the Units including acreage and price. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium project, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners.

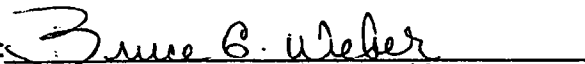
In all other respects other than hereinabove indicated, the Master Deed of Whispering Meadows Condominium as recorded along with the First, Second, Third, Fourth, Fifth and Sixth Amendments to same, as recorded, including attachments, are hereby ratified and affirmed.

WITNESSES:

INNOVATIVE LAND DEVELOPMENTS, INC.,
a Michigan corporation


John A. Stevens


Nancy L. Mamma

BY: 
Bruce G. Weber, President

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 13th day of July, 1998, before me appeared **BRUCE G. WEBER**, President of **INNOVATIVE LAND DEVELOPMENTS, INC.**, to me personally known, who being by me duly sworn, did say that said instrument was signed on behalf of the said corporation by authority

of its Board of Directors, and the said **BRUCE G. WEBER** acknowledges the execution of the said instrument as the free act and deed of **INNOVATIVE LAND DEVELOPMENTS, INC.**

Nancy L. Mumma

Nancy L. Mumma, Notary Public
Oakland County, Michigan
My Commission Expires: 9/11/00

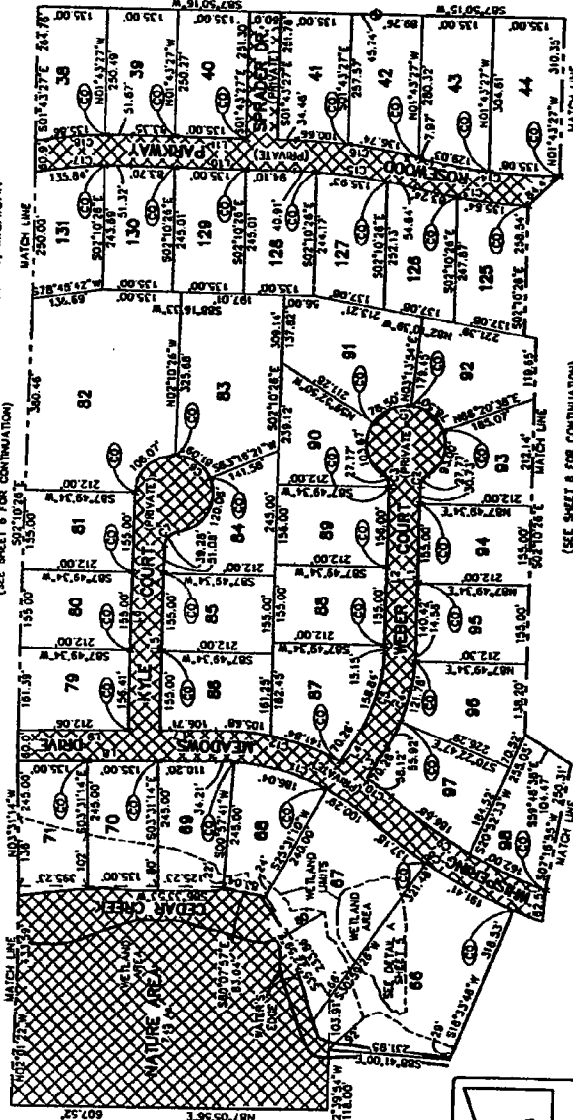
Drafted by and Return to
JOHN A. STEVENS, ESQ.
MATHESON, PARR, SCHULER,
EWALD & JOLLY, LLP
2555 Crooks Road, Suite 200
Troy, Michigan 48084
(248) 643-7900

WHISPERING MEADOWS CONDOMINIUM

LOCATED IN SECTION 29, 13N-88E, WHITE LAKE TOWNSHIP, OAKLAND COUNTY, MICHIGAN
(SEE SHEET 6 FOR CONTINUATION)



UNIT #	AREA	CO-ORDINATE POINT
1	1,123.17	4282.10
2	1,123.17	4282.10
3	1,123.17	4282.10
4	1,123.17	4282.10
5	1,123.17	4282.10
6	1,123.17	4282.10
7	1,123.17	4282.10
8	1,123.17	4282.10
9	1,123.17	4282.10
10	1,123.17	4282.10
11	1,123.17	4282.10
12	1,123.17	4282.10
13	1,123.17	4282.10
14	1,123.17	4282.10
15	1,123.17	4282.10
16	1,123.17	4282.10
17	1,123.17	4282.10
18	1,123.17	4282.10
19	1,123.17	4282.10
20	1,123.17	4282.10
21	1,123.17	4282.10
22	1,123.17	4282.10
23	1,123.17	4282.10
24	1,123.17	4282.10
25	1,123.17	4282.10
26	1,123.17	4282.10
27	1,123.17	4282.10
28	1,123.17	4282.10
29	1,123.17	4282.10
30	1,123.17	4282.10
31	1,123.17	4282.10
32	1,123.17	4282.10
33	1,123.17	4282.10
34	1,123.17	4282.10
35	1,123.17	4282.10
36	1,123.17	4282.10
37	1,123.17	4282.10
38	1,123.17	4282.10
39	1,123.17	4282.10
40	1,123.17	4282.10
41	1,123.17	4282.10
42	1,123.17	4282.10
43	1,123.17	4282.10
44	1,123.17	4282.10



LINE	DISTANCE	BEARING
1	135.00	S01°43'27"E
2	135.00	S01°43'27"E
3	135.00	S01°43'27"E
4	135.00	S01°43'27"E
5	135.00	S01°43'27"E
6	135.00	S01°43'27"E
7	135.00	S01°43'27"E
8	135.00	S01°43'27"E
9	135.00	S01°43'27"E
10	135.00	S01°43'27"E
11	135.00	S01°43'27"E
12	135.00	S01°43'27"E
13	135.00	S01°43'27"E
14	135.00	S01°43'27"E
15	135.00	S01°43'27"E
16	135.00	S01°43'27"E
17	135.00	S01°43'27"E
18	135.00	S01°43'27"E
19	135.00	S01°43'27"E
20	135.00	S01°43'27"E
21	135.00	S01°43'27"E
22	135.00	S01°43'27"E
23	135.00	S01°43'27"E
24	135.00	S01°43'27"E
25	135.00	S01°43'27"E
26	135.00	S01°43'27"E
27	135.00	S01°43'27"E
28	135.00	S01°43'27"E
29	135.00	S01°43'27"E
30	135.00	S01°43'27"E
31	135.00	S01°43'27"E
32	135.00	S01°43'27"E
33	135.00	S01°43'27"E
34	135.00	S01°43'27"E
35	135.00	S01°43'27"E
36	135.00	S01°43'27"E
37	135.00	S01°43'27"E
38	135.00	S01°43'27"E
39	135.00	S01°43'27"E
40	135.00	S01°43'27"E
41	135.00	S01°43'27"E
42	135.00	S01°43'27"E
43	135.00	S01°43'27"E
44	135.00	S01°43'27"E

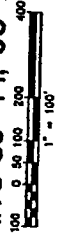
CURVE	ADIUS	CHORD	BEARING	CENTRAL
1	135.00	135.00	S01°43'27"E	180°00'00"
2	135.00	135.00	S01°43'27"E	180°00'00"
3	135.00	135.00	S01°43'27"E	180°00'00"
4	135.00	135.00	S01°43'27"E	180°00'00"
5	135.00	135.00	S01°43'27"E	180°00'00"
6	135.00	135.00	S01°43'27"E	180°00'00"
7	135.00	135.00	S01°43'27"E	180°00'00"
8	135.00	135.00	S01°43'27"E	180°00'00"
9	135.00	135.00	S01°43'27"E	180°00'00"
10	135.00	135.00	S01°43'27"E	180°00'00"
11	135.00	135.00	S01°43'27"E	180°00'00"
12	135.00	135.00	S01°43'27"E	180°00'00"
13	135.00	135.00	S01°43'27"E	180°00'00"
14	135.00	135.00	S01°43'27"E	180°00'00"
15	135.00	135.00	S01°43'27"E	180°00'00"
16	135.00	135.00	S01°43'27"E	180°00'00"
17	135.00	135.00	S01°43'27"E	180°00'00"
18	135.00	135.00	S01°43'27"E	180°00'00"
19	135.00	135.00	S01°43'27"E	180°00'00"
20	135.00	135.00	S01°43'27"E	180°00'00"
21	135.00	135.00	S01°43'27"E	180°00'00"
22	135.00	135.00	S01°43'27"E	180°00'00"
23	135.00	135.00	S01°43'27"E	180°00'00"
24	135.00	135.00	S01°43'27"E	180°00'00"
25	135.00	135.00	S01°43'27"E	180°00'00"
26	135.00	135.00	S01°43'27"E	180°00'00"
27	135.00	135.00	S01°43'27"E	180°00'00"
28	135.00	135.00	S01°43'27"E	180°00'00"
29	135.00	135.00	S01°43'27"E	180°00'00"
30	135.00	135.00	S01°43'27"E	180°00'00"
31	135.00	135.00	S01°43'27"E	180°00'00"
32	135.00	135.00	S01°43'27"E	180°00'00"
33	135.00	135.00	S01°43'27"E	180°00'00"
34	135.00	135.00	S01°43'27"E	180°00'00"
35	135.00	135.00	S01°43'27"E	180°00'00"
36	135.00	135.00	S01°43'27"E	180°00'00"
37	135.00	135.00	S01°43'27"E	180°00'00"
38	135.00	135.00	S01°43'27"E	180°00'00"
39	135.00	135.00	S01°43'27"E	180°00'00"
40	135.00	135.00	S01°43'27"E	180°00'00"
41	135.00	135.00	S01°43'27"E	180°00'00"
42	135.00	135.00	S01°43'27"E	180°00'00"
43	135.00	135.00	S01°43'27"E	180°00'00"
44	135.00	135.00	S01°43'27"E	180°00'00"

- NOTES:
1. THE TOP AND BOTTOM LIMITS OF OWNERSHIP ARE PARALLEL TO EACH OTHER AND ARE PERPENDICULAR TO THE VERTICAL LIMITS OF OWNERSHIP.
 2. ALL ROADS AND UTILITIES MUST BE BUILT. ALL OTHER IMPROVEMENTS AND AMENITIES "NEED NOT BE BUILT".
 3. ALL ELEVATIONS ARE BASED ON U.S.G.S. DATUM.
 4. THE GENERAL COMMON ELEMENT IS FOR THE USE OF HIGHWAY/EXPRESS, UTILITIES & WATERMAIN.
 5. THE LIMITS OF OWNERSHIP FOR UNITS THAT FRONT ON CEDAR CREEK LAKE NEVA. (88-77) EXTEND TO THE WATER'S EDGE.
 6. NO DRUDGE, FILL OR CULVERT INSTALLATION ACTIVITY IN CEDAR CREEK LAKE NEVA IS ALLOWED WITHOUT A PERMIT FROM MOHR WHITE LAKE TOWNSHIP.

LEGEND

[Symbol]	GENERAL COMMON ELEMENT AREA
[Symbol]	CONDOMINIUM LIMITS
[Symbol]	TRAVELER LINE
[Symbol]	UNIT LIMITS
[Symbol]	MATCH LINE
[Symbol]	CURVE NUMBER
[Symbol]	LINE NUMBER
[Symbol]	CO-ORDINATE POINT LOCATION

SITE PLAN FOR UNITS 38-44, 66-71, 79-98 & 125-131



DATE: 6/30/99

BY: [Signature]

REGISTERED PROFESSIONAL SURVEYOR NO. 21855
STATE OF MICHIGAN

CORNERSTONE
SURVEYING AND ENGINEERING, INC.
1000 W. WASHINGTON ST. SUITE 100
ANN ARBOR, MI 48106

WHISPERING MEADOWS CONDOMINIUM

LOCATED IN SECTION 29, 13N-R8E, WHITE LAKE TOWNSHIP, OAKLAND COUNTY, MICHIGAN

NOTES:

1. THE TOP AND BOTTOM LIMITS OF OWNERSHIP ARE PARALLEL TO EACH OTHER AND ARE PERPENDICULAR TO THE VERTICAL LIMITS OF OWNERSHIP.
2. ALL ROADS AND UTILITIES MUST BE BUILT. ALL OTHER IMPROVEMENTS AND AMENITIES NEED NOT BE BUILT.
3. ALL ELEVATIONS ARE BASED ON U.S.G.S. DATUM.
4. THE GENERAL COMMON ELEMENT IS FOR THE USE OF HIGHWAYS/EGRESS, UTILITIES & WATERMAIN.
5. A GRADING PLAN SHALL BE REVIEWED AND APPROVED BY WHITE LAKE TOWNSHIP AND THE CONDOMINIUM ASSOCIATION BEFORE THE ISSUANCE OF A BUILDING PERMIT FOR THESE TWO UNITS.
6. NO DISPOSE, FILL OR GARMENT INSTALLATION ACTIVITY IN CEDAR CREEK OR LAKE MEVA IS ALLOWED WITHOUT A PERMIT FROM MONIE AND WHITE LAKE TOWNSHIP.

CURVE DATA TABLE

CURVE	RADIUS	CHORD	BEARING	CENTRAL ANGLE
C1	100.00	27.74	S77°17'30"W	15.4701°
C2	150.00	38.42	S69°05'00"W	12.9155°
C3	150.00	38.42	N20°55'00"E	12.9155°
C4	150.00	38.42	S69°05'00"W	12.9155°
C5	150.00	38.42	N20°55'00"E	12.9155°
C6	150.00	38.42	S69°05'00"W	12.9155°
C7	150.00	38.42	N20°55'00"E	12.9155°
C8	150.00	38.42	S69°05'00"W	12.9155°
C9	150.00	38.42	N20°55'00"E	12.9155°
C10	150.00	38.42	S69°05'00"W	12.9155°
C11	150.00	38.42	N20°55'00"E	12.9155°
C12	150.00	38.42	S69°05'00"W	12.9155°
C13	150.00	38.42	N20°55'00"E	12.9155°
C14	150.00	38.42	S69°05'00"W	12.9155°
C15	150.00	38.42	N20°55'00"E	12.9155°
C16	150.00	38.42	S69°05'00"W	12.9155°
C17	150.00	38.42	N20°55'00"E	12.9155°
C18	150.00	38.42	S69°05'00"W	12.9155°
C19	150.00	38.42	N20°55'00"E	12.9155°
C20	150.00	38.42	S69°05'00"W	12.9155°
C21	150.00	38.42	N20°55'00"E	12.9155°
C22	150.00	38.42	S69°05'00"W	12.9155°
C23	150.00	38.42	N20°55'00"E	12.9155°
C24	150.00	38.42	S69°05'00"W	12.9155°

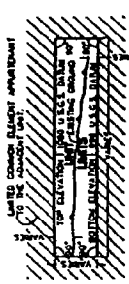
LINE DATA TABLE

LINE	DISTANCE	BEARING
L1	38.42	S77°17'30"W
L2	114.88	S69°05'00"W
L3	114.88	N20°55'00"E
L4	114.88	S69°05'00"W
L5	114.88	N20°55'00"E
L6	114.88	S69°05'00"W
L7	114.88	N20°55'00"E
L8	114.88	S69°05'00"W
L9	114.88	N20°55'00"E
L10	114.88	S69°05'00"W
L11	114.88	N20°55'00"E
L12	114.88	S69°05'00"W
L13	114.88	N20°55'00"E
L14	114.88	S69°05'00"W

LEGEND

- GENERAL COMMON ELEMENT AREA
- CONDOMINIUM LIMITS
- TRAVELER'S LINE
- UNIT LIMITS
- MATCH LINE
- CURVE NUMBER
- LINE NUMBER
- CO-ORDINATE POINT LOCATION

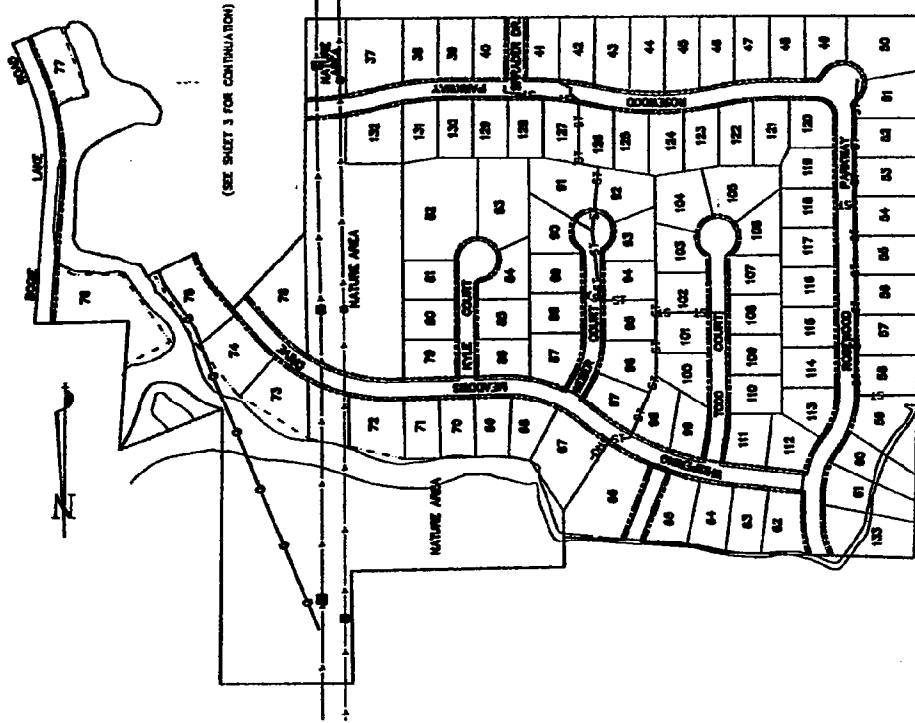
C2
L7



UNIT #	AREA	CO-ORDINATE POINT	BEARING	DISTANCE
1	11.18	N 11.18	0°00'00"	11.18
2	11.18	N 11.18	0°00'00"	11.18
3	11.18	N 11.18	0°00'00"	11.18
4	11.18	N 11.18	0°00'00"	11.18
5	11.18	N 11.18	0°00'00"	11.18
6	11.18	N 11.18	0°00'00"	11.18
7	11.18	N 11.18	0°00'00"	11.18
8	11.18	N 11.18	0°00'00"	11.18
9	11.18	N 11.18	0°00'00"	11.18
10	11.18	N 11.18	0°00'00"	11.18
11	11.18	N 11.18	0°00'00"	11.18
12	11.18	N 11.18	0°00'00"	11.18
13	11.18	N 11.18	0°00'00"	11.18
14	11.18	N 11.18	0°00'00"	11.18
15	11.18	N 11.18	0°00'00"	11.18
16	11.18	N 11.18	0°00'00"	11.18
17	11.18	N 11.18	0°00'00"	11.18
18	11.18	N 11.18	0°00'00"	11.18
19	11.18	N 11.18	0°00'00"	11.18
20	11.18	N 11.18	0°00'00"	11.18
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24	11.18	N 11.18	0°00'00"	11.18
25	11.18	N 11.18	0°00'00"	11.18
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99	11.18	N 11.18	0°00'00"	11.18
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110	11.18	N 11.18	0°00'00"	11.18
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115	11.18	N 11.18	0°00'00"	11.18
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117	11.18	N 11.18	0°00'00"	11.18
118	11.18	N 11.18	0°00'00"	11.18
119	11.18	N 11.18	0°00'00"	11.18
120	11.18	N 11.18	0°00'00"	11.18
121	11.18	N 11.18	0°00'00"	11.18
122	11.18	N 11.18	0°00'00"	11.18
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124	11.18	N 11.18	0°00'00"	11.18
125	11.18	N 11.18	0°00'00"	11.18
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127	11.18	N 11.18	0°00'00"	11.18
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130	11.18	N 11.18	0°00'00"	11.18
131	11.18	N 11.18	0°00'00"	11.18
132	11.18	N 11.18	0°00'00"	11.18
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140	11.18	N 11.18	0°00'00"	11.18
141	11.18	N 11.18	0°00'00"	11.18
142	11.18	N 11.18	0°00'00"	11.18
143	11.18	N 11.18	0°00'00"	11.18
144	11.18	N 11.18	0°00'00"	11.18
145	11.18	N 11.18	0°00'00"	11.18
146	11.18	N 11.18	0°00'00"	11.18
147	11.18	N 11.18	0°00'00"	11.18
148	11.18	N 11.18	0°00'00"	11.18
149	11.18	N 11.18	0°00'00"	11.18
150	11.18	N 11.18	0°00'00"	11.18
151	11.18	N 11.18	0°00'00"	11.18
152	11.18	N 11.18	0°00'00"	11.18
153	11.18	N 11.18	0°00'00"	11.18
154	11.18	N 11.18	0°00'00"	11.18
155	11.18	N 11.18	0°00'00"	11.18
156	11.18	N 11.18	0°00'00"	11.18
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162	11.18	N 11.18	0°00'00"	11.18
163	11.18	N 11.18	0°00'00"	11.18
164	11.18	N 11.18	0°00'00"	11.18
165	11.18	N 11.18	0°00'00"	11.18
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167	11.18	N 11.18	0°00'00"	11.18
168	11.18	N 11.18	0°00'00"	11.18
169	11.18	N 11.18	0°00'00"	11.18
170	11.18			

WHISPERING MEADOWS CONDOMINIUM

LOCATED IN SECTION 29, T3N-R6E, WHITE LAKE TOWNSHIP, OAKLAND COUNTY, MICHIGAN



UTILITY SOURCES

- DETROIT EDISON
2000 2ND AVENUE
DETROIT MI, 48226
- MICHIGAN CONSOLIDATED GAS CO.
500 GREENWOOD
DETROIT, MICHIGAN
- SITE
7363 DAVISON RD
DAVISON, MI 48423
- GREATER MERRA CABLE
1000 W. WASHINGTON
WALLED LAKE, MICHIGAN

NOTES:

1. ALL STORM DRAIN PIPES, MANHOLES AND CATCH BASINS ARE GENERAL COMMON ELEMENT.
2. ALL CULVERTS ARE GENERAL COMMON ELEMENT.
3. ALL DRY HYDRANT ASSEMBLIES ARE GENERAL COMMON ELEMENT.

LEGEND

- CONDOMINIUM LIMITS
- UNIT LIMITS
- GAS PIPELINE
- STORM DRAIN LAKE
- DRY HYDRANT LINE
- HIGH VOLTAGE POWER LINES
- GAS, ELECTRIC, TELEPHONE & CTV (SAME TROUGH)



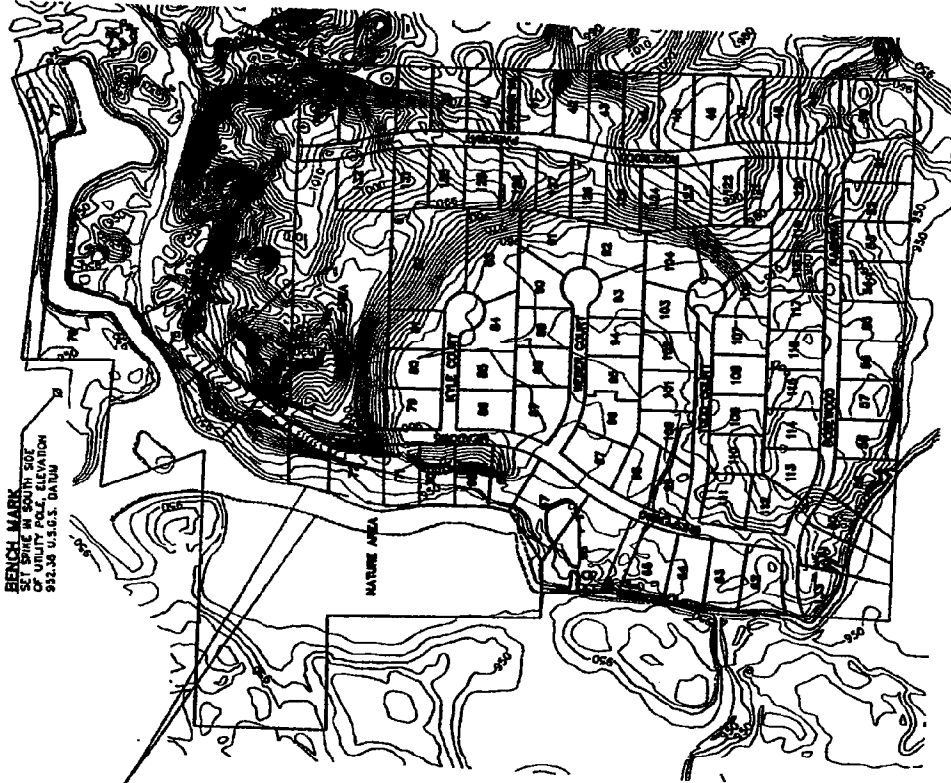
6/30/99 DATE
 JOSEPH A. MATYNIUK P.E.
 LICENSED PROFESSIONAL SURVEYOR NO. 21545
 STATE OF MICHIGAN

REGISTERED (04-01-97)
CORNERSTONE
 SURVEYING AND ENGINEERING, INC.
 10000 WOODLAND AVENUE, SUITE 100
 WALKER, MI 48090

UTILITY PLAN FOR UNITS 37-133

WHISPERING MEADOWS CONDOMINIUM

LOCATED IN SECTION 29, T3N-R8E, WHITE LAKE TOWNSHIP, OAKLAND COUNTY, MICHIGAN



BENCHMARK
SET IN PLACE IN SOUTH CORNER
OF UNIT'S POLE. ELEVATION
932.36 U.S.G.S. DATUM

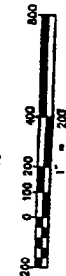
100 YEAR FLOOD PLAN AS
ESTABLISHED BY THE
NATIONAL FLOOD INSURANCE
PROGRAM, 1948. F.I.R.M.
COMMUNITY PANEL NUMBER
280479 0010 B

LEGEND
CONDOMINIUM LIMITS
UNIT LINES
100 YEAR FLOOD PLAN LINE
CONTOUR LINE

DATE 6/21/98
JOSEPH A. MERRILLITS, P.E.
REGISTERED PROFESSIONAL SURVEYOR NO. 21585
STATE OF MICHIGAN



REGISTERED (No. 21-47)
CORNERSTONE
SURVEYING AND ENGINEERING, INC.
10000 W. HAWTHORNE AVE. SUITE 100
TROY, MI 48068



FLOOD PLAN PLAN FOR UNITS 37-132