

Li-39991 Pa-248  
204091095 2/23/2004  
Bernard J. Youngblood  
Wayne Co. Register of Deeds

\$18.00 DEED  
Receipt #241982  
RECORDED  
BERNARD J. YOUNGBLOOD, REGISTER OF DEED  
WAYNE COUNTY, MI  
\$6.00 REMOVAL FEE

FEB 23 2004

EXAMINED AND APPROVED  
DATE FEB 23 2004  
BY ACL  
DANIEL P. LANE  
PLAT ENGINEER N/C

FIRST AMENDMENT TO MASTER DEED

BROOKSIDE OF LIVONIA CONDOMINIUM  
A RESIDENTIAL CONDOMINIUM  
WAYNE COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 749

THIS FIRST AMENDMENT TO MASTER DEED ("Amendment") is made this February 19, 2000, by WHISPERING CREEK, LLC, a Michigan limited liability company ("Developer"), whose address is 32000 Northwestern Highway, Suite 220, Farmington Hills, Michigan 48334.

RECITALS:

A. Developer, as Developer, made and executed that certain Master Deed dated January 16, 2004 ("Master Deed") creating the Brookside of Livonia Condominium in Livonia, Michigan recorded at Liber 39736, Page 4 Wayne County, Michigan records with respect to the real property described on Exhibit A attached hereto and incorporated herein by reference.

B. Developer desires to amend the Master Deed as more particularly set forth below.

NOW, THEREFORE, in accordance with article X of the Master Deed, upon the recording hereof, the Master Deed shall be amended as follows:

1. All capitalized terms used herein not otherwise defined herein shall have the meanings set forth for the same in the Master Deed.
2. Article VI of the Bylaws is hereby amended to add the following section as Section 20 thereof:

"20. Restrictions on the Estates. Solely with respect to the Units included in the Estates, the following restrictions shall also apply in addition to the balance of the restrictions in this Article:

(a) Unsightly Conditions. It shall be the responsibility of each Co-Owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or ground on such Co-Owner's Unit which shall tend to substantially decrease the beauty of the Condominium as a whole or any specific area thereof. No lawn ornaments, sculptures or statues shall be placed or permitted to remain on any of the Units in the Estates.

(b) Refuse and Stored Materials. No Unit shall be used or maintained as a dumping ground or for outside storage for rubbish, trash, garbage or other materials. Other waste shall be kept in a sanitary container, properly concealed from public view except on days of refuse collection.

(c) Landscaping. Landscaping, including finish grading or sodding of the entire yard of the Units within the Estates, must be completed within six (6) months

WAYNE COUNTY TREASURER  
N Jack 2.23.04

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after date possession of the Unit has been tendered to the Co-Owner thereof; provided, however, any Unit Co-Owner who takes possession of a newly constructed home within the Estates between May 1 and September 1 of any year shall have such landscaping completed within sixty (60) days after the date possession thereof is tendered by Developer to such Co-Owner.

(d) Swimming Pools. In-ground swimming pools shall be permitted, subject to the review and approval of Developer during the Construction and Sales Period and thereafter subject to the approval of the Association. Swimming Pools which rise above ground level shall not be permitted under any circumstances.

(e) Exterior Appearance. The primary color of the exterior of each structure located upon any Unit within the Estates shall not be changed during the Construction and Sales Period and thereafter may be changed only with the prior approval of the Association.

(f) No Agricultural Use. No Unit Co-Owner shall use or permit the use of any side or front yard on such Co-Owner's Unit for any agricultural use.

(g) Sight Distance at Intersection. No fence, wall, hedge, or shrub planting greater than three (3) feet in height above the roadways shall be placed or permitted to remain on any corner Unit within the triangular area formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of a street property line extended. The same sight line limitations shall apply on any Unit within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at least ten (10) feet above the ground, or such greater height as is necessary to prevent obstructions of such sight lines.

(h) Fences and Walls. No fence, wall or similar structure may be erected, grown or maintained on any Unit, except for (i) temporary construction fences, (ii) temporary fences that may be installed at model homes for marketing purpose by Developer, (iii) fences installed around swimming pools by Co-Owners as required by the municipality and as approved by Developer during the Construction and Sales Period and thereafter as approved by the Association, and (iv) retaining walls that are necessary to hold landscaped grades in place. Co-owners may install so-called "invisible" or underground fencing for the containment of pets permitted hereunder.

(i) Satellite Dishes. Satellite dishes of 2' or less in diameter shall be permitted to be affixed to the exterior of any dwelling constructed upon a Unit within the Estates. Satellite dishes of greater than 2' in diameter shall not be permitted."

3. As amended hereby, the Master Deed is hereby restated and republished in its entirety and shall be deemed to be in full force and effect.

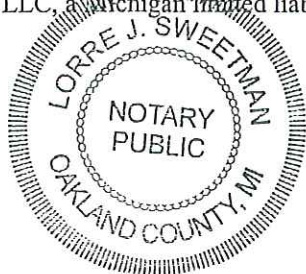
IN WITNESS WHEREOF, Developer has executed this Amendment.

WHISPERING CREEK, LLC,  
a Michigan limited liability company

By: Scott P. Drumm  
Scott P. Drumm, Manager

STATE OF MICHIGAN            )  
  ) SS.  
COUNTY OF OAKLAND        )

The foregoing is hereby acknowledged before me this February 19, 2004 by Scott P. Drumm, Manager of Whispering Creek, LLC, a Michigan limited liability company, on behalf of the company.



Lorre J. Sweetman  
\*  
Notary Public, Oakland County, MICHIGAN  
My commission expires: 8/18/04

\*Type or print name in BLACK INK beneath signature.

Lorre J. Sweetman  
Notary Public - Michigan  
Oakland County  
My Commission Expires Aug. 18, 2004

Drafted by and when recorded return to:

J. Adam Rothstein, Esq.  
Honigman Miller Schwartz and Cohn LLP  
32270 Telegraph Road, Suite 225  
Bingham Farms, Michigan 48025-2457  
(248) 566-8478

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EXHIBIT A

Property located in Livonia, Wayne County, Michigan known as Units 1-104, inclusive, Brookside of Livonia Condominium according to the Master Deed thereof recorded on January 16, 2004 at Liber 39736, Page 4 Wayne County Records.

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