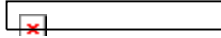
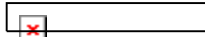


BROOKSIDE OF LIVONIA CONDOMINIUM



THIS MASTER DEED("Master Deed") is made this January 16, 2004, by WHISPERING CREEK,LLC a Michigan limited liability Company ("Developer"), whose address is 32000 Northwestern Highway, Suite 220, Farmington Hills, Michigan 48334.



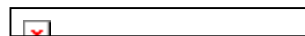
A. Developer desires by recording this Master Deed, together with the Bylaws (defined below) attached hereto as Exhibit A and the Condominium Subdivision Plan (defined below) attached hereto as Exhibit B (both of which are hereby incorporated herein by reference and made a part hereof), to establish 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 condominium project under the provisions of the Act (defined below).

NOW, THEREFORE, Developer, upon the recording hereof, establishes BROOKSIDE OF LIVONIA CONDOMINIUM as a condominium project Under the Act and declares that BROOKSIDE OF LIVONIA CONDOMINIUM shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, 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, the Bylaws and the Condominium Subdivision Plan, and the City of Livonia Agreement (defined below) which calls for the execution and delivery by the City of Livonia and Developer of an easement that shall encumber the Condominium Premises (defined below), all of which shall be deemed to run with the land and shall be a burden and a benefit to Developer, its successors, successors-in-interest and assigns and any persons acquiring or owning an interest in the Condominium Premises and their respective grantees, successors, successors-in-interest heirs, executors, administrators and assigns. In furtherance of the establishment of the Condominium (defined below), it is provided as follows;

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ARTICLE I

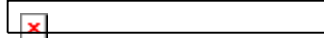


The Condominium shall be known as BROOKSIDE OF LIVONIA CONDOMINIUM, Wayne County.

Condominium Subdivision Plan No. 749. The engineering and architectural plans for the .Project (defined

below) were approved by and are on file with the City of Livonia. The Condominium is established in accordance with the Act. The buildings contained in the Condominium, including the number, boundaries, dimensions and area of each Unit (defined below) therein, are set forth completely in the Condominium Subdivision Plan. The buildings contain individual Units for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element (defined below) of the Condominium Project. Each Co-owner (defined below) 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 Elements of the Condominium Project (defined below).

ARTICLE II



The land which is submitted to the Condominium Project established by this Master Deed is described as follows;

Land situated in the City of Livonia, Wayne County, Michigan, described as:
Condominium:

Part of the West 1/2 of the Northwest fractional 1/2 and the West 1/2 of the Southwest 1/2, Section 3, T1S-R9E, City of Livonia, Wayne County, Michigan, more particularly described as follows:

Commencing at the West 1/4 Corner of Section 3; thence along the West line of Section 3 and the centerline of Farmington Road, N 00°05'30" E, 163.97 feet; thence along the North line of the South 5 acres of the West 1/2 of the Northwest fractional 1/2 of said Section 3, as surveyed, S 89°54'44" E, 60.00 feet, to the POINT OF BEGINNING of the Parcel to be described; thence continuing along said line, S 89°54'44" E, 1264.63 feet; thence along "Folker's Farmington Acres" subdivision as recorded in Liber 61 of Plats, on Page 90 of the Wayne County Records, S 00°06'47" W (platted as S 00°02'30" E), 163.97 feet; thence along the East-West 1/2 line of Section 3, N 89°54'44" W, 0.80 feet, to the Northeast Corner of the West 1/2 of the Southwest 1/2 of Section 3; thence along the East line of the West 1/2 of the Southwest ~ of Section 3, S 00°03'21" E, 651.73 feet; thence S 89°38'01" W, 1264.43 feet; thence along the East Hue of Farmington Road (60 ft. wide 1/2 right-of-way), Due North 661.76 feet, to a point on the East-West v.. line of Section 3; thence continuing along said right-of-way line, N 00°05'30" E, 163.97 feet, to the POINT OF BEGINNING; Containing 23.82 acres, more or less and including the use of the existing Farmington Road. Subject to any easements or restrictions of record.

Easement for Detention Pond:

Part of the Southwest 1/2 of Section 3 T1S-R9E, City of Livonia, Wayne County, Michigan, more particularly described as follows: Commencing at the Southwest corner of said Section 3; thence due North, 1980.00 feet; thence N 89°38'01" E, 682.76 feet; to the Point of Beginning of the Easement to be described; thence N 89°38'01" E, 622.89 feet; thence S 00°02'30" W, 381.89 feet; thence S 87°48'43" W, 156.56 feet; thence N 51°25'46" W, 40.96 feet; thence S 38°34'14" W, 152.66 feet; thence S 51°25'46" E, 15.00 feet; thence S 38°34'14" W, 49.83 feet; thence N 40°38'39" W, 27.09 feet; thence N 01°29'19" W, 19.24 feet; thence N 89°04'15" W, 13.89 feet; thence N 38°34'14" E, 38.52 feet; thence S 51°25'46" E, 15.00 feet; thence N 38°34'14" E, 152.66 feet; thence N 51°25'46" W, 21.40 feet; thence N 19°16'42" W, 253.22; thence N 86°30'50" W, 318.50 feet; thence N 00°11'09" W, 74.15 feet to the point of beginning.

ARTICLE III

DEFINITION

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 Articles of Incorporation and rules and regulations of the BROOKSIDE OF LIVONIA CONDOMINIUM HOMEOWNERS ASSOCIATION, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in BROOKSIDE OF LIVONIA CONDOMINIUM as a

Condominium wherever used in such documents or any other pertinent instruments, the terms set forth

below shall be defined as follows:

1. Act The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended
2. Association. "Association" means BROOKSIDE OF LIVONIA CONDOMINIUM: HOMEOWNERS' 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. Any action required of or permitted to be taken by the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.
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 Nonprofit Corporation Act.
4. City of Livonia Agreement. A certain agreement dated October 6, 2003 between Developer and the City of Livonia regarding storm water discharge and other issues involving the Condominium.
5. Common Elements. "Common Elements," here used without modification, means both the General and Limited Common Elements described in Article N hereof.
6. Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits A and B and all other exhibits hereto, and the Articles of Incorporation and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.
7. 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 BROOKSIDE OF LIVONIA CONDOMINIUM as described above.
8. Condominium Project, Condominium or Project. "Condominium Project", "Condominium or Project" each mean BROOKSIDE OF LIVONIA CONDOMINIUM as a Condominium Project established in conformity with the Act.
9. Condominium Subdivision Plan. Condominium Subdivision Plan means Exhibit B hereto.
10. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe BROOKSIDE OF LIVONIA CONDOMINIUM as a completed Condominium Project and shall reflect the entire land area

added to the Condo miniu m from time to time, and all Units and Comm on Ele ments therein , and which shall express percent ages of value pertine nt to each Unit as finally readjus ted. Such Consol idating Muster Deed, when recorde d in the office of the Wayne County Registe r of Deeds, shall superse de the prev iously recorde d Master Deed for the Condo miniu m and all ame ndm ents ther eto. 11 "Co nstru ction and Sale s Peri od" forth e purp oses of the Con domi nium Doc ume nts and the right s reser ved to the D evel oper there unde r, mea ns the perio d com men cing with the recor ding of the Mast er Dec d

and continuing as long as the Developer OW11S any Unit which it offers for sale or for so long as the Developer is entitled to add Units to the Project under this Master Deed.

12. Co-Owner or Owner: "Co-owner" means a person, firm, corporation, partnership, limited liability company, 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". Developer is a Co-Owner as long as Developer owns one or more Units.

13. Developer: "Developer" means WHISPERING CREEK, LLC, a Michigan limited liability company, 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.

14. Estates: "Estates" refers to anyone or more of the 28 Units identified on the Condominium Subdivision Plan as the "Single Units."

15. First Annual Meeting: "First Annual Meeting" means the initial meeting at which non-developer Co-owners are permitted 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 are conveyed, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of all Units are conveyed, whichever first occurs.

16. 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.

17. Unit or Condominium Unit: "Unit" or "Condominium Unit" each means the enclosed space constituting a single complete residential Unit in BROOKSIDE OF LIVONIA CONDOMINIUM, as such space may be described in the Condominium Subdivision Plan, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

18. Villas: "Villas" refers to anyone or more of the 76 Units identified on the Condominium Subdivision Plan as the "Multi Units" and located within the 19 four-unit buildings identified thereon.

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 to the plural shall also be included where the same would be appropriate and vice versa.

lighting and all other areas within the Condominium not otherwise identified herein as Limited Common Elements or as Units,

(a) Land. The land described

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(b) Electrical. The electrical

meter for each of the Villas as Unit and up to the Unit boundary for each of the Estates Units.

(c) Telephone. The telephone

(d) Mailbox Structure. TH

right to use nor the

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

interior space within any individual mailbox which right to use and interior space is expressly reserved to the Co-Owner of the Unit to which the same is appurtenant).

(e) Gas. The gas distribution system throughout the Project up to the gas meter for each of the Villa Units and up to the unit boundary for each of the Estates Units.

(f) Water. The water distribution system throughout the Project up to the meter for each building within the Villas portion of the Condominium and up to the Unit boundary for each of the Estates Units in the Condominium, and the fire suppression equipment, if any, located within the interior of any of the Villas Units or exterior to any Unit or building.

(g) Sanitary Sewer. The sanitary sewer system throughout the Project up to the point of connections for individual Unit service.

(h) Storm Sewer. The storm sewer system throughout the Project and otherwise appurtenant to the Project located upon premises adjacent to the Condominium Premises.

(i) Telecommunications. The telecommunications system throughout the Project, if and when it may be installed, up to, but not including, connections to provide service to individual Units.

(j) Construction. Solely with respect to the Villas, the foundations, supporting columns, Unit perimeter walls (but not including windows and doors therein), roofs, ceilings, floor construction between Unit levels and chimneys.

(k) Other. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment and the water system 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 the water system, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and the Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any.

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. There are no Limited Common Elements appurtenant to the Estate Units, all Limited Common Elements apply and are appurtenant only to the Villa Units. Such Limited

Common Elements are:

Co-owner of the Unit served thereby as shown on Exhibit B hereto.

owner of the Unit to which it adjoins.

Co-owner of the Unit to which it adjoins.

Condominium Subdivision Plan appurtenant to one of the Villas is restricted in use to the Co-Owner of the Unit to which it adjoins.

other

equipment and

(a) Porch. Each individual porch appurtenant to the Unit.

Accessories related thereto together with the ground surface

(b) Deck. Each individual deck appurtenant to the Unit immediately below the pad, are

(c) Patio. Each individual patio appurtenant to the Unit. Restricted in use to the Co-owner of the Unit

(d) Unit Driveway. Each individual Unit driveway appurtenant to the Unit

which such air conditioner compressors services.

(f) Window Screens

(e) Air Conditioner Compressors. Each individual

and Doors. The windows, screens and doors related to the Villas are restricted in use to the Co-owner of the Unit to which such windows, screens and doors are appurtenant.

(g) Garage Doors. Each garage door to a Villas Unit and its hardware shall be limited to use to the Co-Owner of the Unit serviced thereby.

(h) Interior Surfaces. The interiors surfaces of a Villas Unit and garage perimeter walls, ceiling and floors shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit.

(i) Exterior Lighting. The porch lights of a Villa Unit are limited to the Unit or Units served thereby.

(j) Utility Meters. Utility meters of a Villa Unit are limited to the Unit or Units served thereby.

(k) Electric, Gas and Water. The electric, gas and water systems from the point of the meter into the Villas Unit which they serve are limited to the Units served thereby.

(l) Heating and Cooling Systems. Heating, ventilating and air conditioning elements serving less than all of the Villas Units and located exterior to such Units, including, without limitation, all equipment and duct work related thereto, are limited to the Villas Unit or Units served thereby.

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

(a) General Common Elements. The costs of maintenance, decoration, repair and replacement of all General Common Elements shall be borne by the Association.

(b) Limited Common Elements. The costs of maintenance, decoration, repair and replacement of all Limited Common Elements shall be borne by the Villas Units Co-Owners, prorata among them in equal 1/76TH portions, through the Association, except as follows:

(1) Porches. The costs of maintenance, repair and replacement of all porches referred to in Section 2(a) of this Article shall be borne by the Villas Units Co-Owner through the Association; provided, however, each Unit Co-owner shall be responsible for removal of snow from the porch appurtenant to its Unit.

(2) Decks. The costs of maintenance, repair and replacement of all decks referred to in Section 2(b) of this Article shall be borne by each Unit Co-Owner with respect to the deck appurtenant to its Unit.

(3) Patios. The costs of maintenance, repair and replacement of all patios referred

to in Section 2(c) of this Article shall be borne by the Villas Units Co-Owners through the Association; provided, however, each Unit Co-Owner shall be responsible for removal of snow from the patio appurtenant to its Unit.

services within the Villas Units shall be the responsibility of the Villas Units Co-Owners through the Association.

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(4) Air Conditioner Compressors. The

(5) Windows and Screens. The repair,

(6) Garage Doors. The costs of repair,

thereof shall be borne by the Villas Units Co-Owners through the Association. In cases of Co-owner fault, the periodicity and the material utilized to repair, replace and maintain garage doors, shall be determined solely by the Association which shall be responsible for performance of the work at the expense of the responsible Co-owner.

(7) Interior Surfaces. The costs of decoration and maintenance (but not repair or replacement except in cases of Co-owner fault) of all interior surfaces referred to in Article IV, Section 2(i) above shall be borne by the Co-Owner of each Unit to which such Limited Common Elements are appurtenant.

(8) Exterior Porch Lights. The responsibility for and costs of maintenance, repair and replacement of exterior lights installed by the Developer in the Villas Units shall be borne by the Villas Units Co-Owners through the Association, except that Co-owners shall be responsible for replacement of bulbs. All replacement bulbs shall be clear glass. Co-owners shall not disable nor tamper with lights operated on photo-cells.

(9) Utility Meters. Co-owners shall be responsible for the maintenance of the utility meters which serve their respective Units.

(10) Electric, Gas and Water Systems. Each Villas Co-owner shall be responsible for the maintenance, repair and replacement of the electric, gas and water systems from the point of connection to the meter, into and throughout their respective Units, except to the extent such systems shall be contained within General Common Element walls or floors of the Villas in which case such maintenance, repair and replacement shall be the responsibility of the Villas Units Co-Owners through the Association.

(c) Other. The costs of maintenance, repair and replacement of all General Common Elements other than as described above shall be borne by the Association, and the costs of maintenance, repair and replacement of all Limited Common Elements other than as described above shall be borne by the Villas Units Co-Owners through the Association, subject to any provisions of the Bylaws expressly to the contrary.

(d) Failure of Co-owner to Perform Maintenance Responsibilities. In the event a Co-owner fails to maintain, decorate, repair or replace any items for which he is responsible, the Association (and/or the @ Developer during the Construction and Sales Period) shall have the right, but not the obligation, to take whatever action or actions it deems desirable to so maintain, decorate, repair and replace any of such 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 under this Article IV which are required, in the first instance to be born 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, for enclosure of the lien securing payment and imposition of fines.

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.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of BROOKSIDE OF LIVONIA CONDOMINIUM as Prepared by Boss Engineering. Each Estates Unit shall include all of that space contained within the Unit boundaries as shown on the Condominium Subdivision Plan and delineated thereon with heavy outlines. Each Villas Unit shall include all that space contained within the interior finished unpainted walls and ceilings and from the unfinished sub floor and with respect to each such Unit garage, all that space contained within the unpainted surface of the garage floor, the interior unfinished walls and the uncovered underside of the garage-roof joists or drywall ceiling covering same, all as shown on the floorplans and sections in the Condominium Subdivision Plan and delineated with heavy outlines, and all improvements affixed therein including, but not limited to, paint, wall coverings, cabinets, countertops, mirrors, closet shelving, doors within the Villas Units including unit entry doors, windows, electrical system elements within a Villas Unit including switches and outlets, light fixtures, smoke detectors, plumbing system elements within a Villas Unit including showers, tubs, sinks, faucets and piping and all heating, ventilating and air conditioning elements located within the interior of any Villas Unit.

2. Percentage of Value. The Condominium consists of 104 residential units numbered 1 through 104 inclusive. The percentage of value assigned to each Unit shall be equal. The percentage of value assigned to each Unit shall be determinative of each respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-Owner in the proceeds and the expenses of administration of the Condominium and the value of such Co-owner's vote at meetings of the Association. The total percentage of value of the Project is 100%. The method and formula used by Developer to determine that each Unit should bear 1/104 of the expenses incurred by the Association with respect to the General Common Elements, while the expenses of the Limited Common Elements, except as provided above, shall be borne equally in 1176TH portions by the Villas Units Co-Owners only.

ARTICLE VI

CONSOLIDATION AND OTHER MODIFICATIONS

Notwithstanding any other provision of the Master

Deed or the Bylaws, Units in the Condominium may be consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article. Such change in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

1. By Developer. Developer reserves the sole right during the Construction

and Sales Period and without the consent of any other Co-Owner or any mortgage of any Unit to take the following action:

(a) Consolidate Contiguous

which are separated only by Unit perimeter walls. In connection with such consolidation, Developer may alter or remove all or portions of the

intervening wall, provided that the structural integrity of the building is not affected thereby, and provided that no utility connections serving other Units are disturbed other than temporarily. Such consolidation of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by Law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

(b) Relocate Boundaries. Relocate any boundaries between adjoining Units, separated only by Unit perimeter walls or other Common Elements not necessary for the reasonable use of Units other than those subject to the relocation. In connection with such relocation, Developer may alter or remove all or portions of the intervening wall, provided that the structural integrity of the building is not affected thereby, and provided that no utility connections serving other Units are disturbed other than temporarily. The relocation of such boundaries shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

(c) Amend to Effectuate Modifications. In any amendments resulting from the exercise of the rights reserved to Developer above each portion of the Unit or Units resulting from such consolidation or relocation of boundaries shall be separately identified by number. The percentages of value shall be proportionately readjusted in order to preserve a total value of 100% for the entire Project resulting from such amendment to this Master Deed. Such readjustments shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to describe adequately the Units in the Condominium Project as so modified. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits hereto.

2. by Co-owners. Co-owners of adjoining Units may relocate boundaries between their Units or eliminate boundaries between two or more Units upon written request to and approval by the Association and the Developer during the Construction and Sales Period. Upon receipt of such request, the president of the

Association shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the office of the Wayne County Register of Deeds.

3. Limited Common Elements. Limited Common Elements shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the office of the Wayne County Register of Deeds.

3. Limited Common Elements. Limited Common Elements shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the office of the Wayne County Register of Deeds.

t in accordance with Section 39 of the Act and infurtherance of the rights to consolidate or relocate boundaries described inthis Article.

ARTICLE VII

[Intentionallyomitted.]

ARTICLE VIII

EASEMENTS, RESTRICTIONSAND AGREEMENTS

1. Easementfor Maintenance of Encroachments and Utilities. In the event any portion of a Unit or Common Elementencroaches upon another Unit or Common Element due to shifting, settling ormoving of a building, or due to survey errors, or construction deviations,reciprocal easements shall exist for the maintenance of such encroachment forso long as such encroachment exists, and for maintenance thereof afterrebuilding in the event of any destruction. There shall be easements to,through and over those portions of the land, structures, buildings,improvements, floors and walls (including interior Unit walls and floors)contained therein for the continuing maintenance and repair of all utilitieslines and facilities in the Condominium. There shall existeasements of support with respect to any Unit interior wall and/or floor systemwhich supports a Common Element.

2. EasementsGranted by Developer. Developer reserves the right at any time duringthe Construction and Sales Period togrant easements for utilities over, under and across the Condominium to

appropriate governmental agencies, orpublic utility companies and to transfer title of utilities to governmental agencies or toutility companies, including, but not limited to the easement agreement to beentered into in connection with the City of Livonia Agreement, the samerelating to a regional storm water management system and to premises locatedadjacent to the Condominium Premises. Any such easement or transfer of titlemay be conveyed by the Developer without the consent of any Co-owner, mortgageeor other person and shall be evidenced by an appropriate amendment to thisMaster Deed and to Exhibit B hereto recorded in the Wayne County Records. Allof the Co-Owners and mortgagees of Units and other persons interested or tobecome interested in the Project from time to time shall be deemed to haveirrevocably and unanimously consented to such amendments to this Master Deed asmay be required to effectuate the foregoing grants of easements or transfers oftitle.

3. Grants of Easements by Association. The Association, acting through its lawfullyconstituted Board ofDirectors (including any Board of Directors acting prior to the TransitionalControl Date) shall be empowered and obligated to grant such easements,licenses, rights-of-entry and rights-of-way over, under and across theCondominium Premises for utility purposes, access purposes or other lawfulpurposes as may

be necessary for the benefit of the Condominium, subject, however, to the approval of the Developer during the Construction and SalesP eriod.

4. Easementsfor Maintenance, Repair and Replacement. The Developer, the Association andall public orprivate utility companies shall have such easements over, under, across andthro ugh the Condominium Premises, includi ng all Units

and Common Elements(including Common Elements located with in the interior of any Unit) as may be necessary to develop, construct, market and operate any Units with in the land desc ribed in Article II here of, and also to fulfill any resp onsi

bilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves, fire suppression equipment and other Common Elements located within any Unit or its appurtenant Limited Common Elements. The Association shall have an easement to enter all Units at any time, even without notice in the case of an emergency or reasonably perceived emergency.

5. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Construction 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, broadband 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 contractor 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.

6. City of Livonia Agreement. Developer further reserves the right to make the conveyance and to execute and deliver the easement agreement contemplated by the City of Livonia Agreement, both with respect to regional storm water management system and to premises located adjacent to the Condominium Premises.

7. Lien Rights to the City. The Association shall be responsible for reimbursing the City of Livonia for any maintenance or repair costs incurred by the City of Livonia associated with the storm water detention/retention and outlet facilities serving the Condominium. The City of Livonia shall have the right to impose a lien on each Unit to secure that Unit's prorata share of such reimbursement (such prorata share being the total amount of the reimbursement divided by the total number of Units in the Condominium) in the event the same is not paid by the Association within 30 days after billing therefor.

ARTICLE IX

CONVERTIBLE AREAS

The Condominium is established as a convertible condominium in accordance with the provisions of this

Article:

1. The General Common Elements are designated on the Condominium Subdivision Plan as Convertible Areas within which Units and Common Elements may be expanded and modified and within which Limited Common Elements may be created as provided in this Article IX. The Developer reserves the right, but not an obligation, to convert the Convertible Areas. The maximum number of Units that may be created in the Convertible Areas is zero, although Units may be expanded and modified as provided in this Article IX. The number of Units in the Condominium may decrease, but shall not increase, as a result of the conversion of the Convertible Areas.

2. The Developer reserves the right, in its sole discretion, during a period ending 6 years from the date of recording this Master Deed, to modify the size, location, and configuration of any Unit that it owns in the Condominium, and to make corresponding changes to the Common Elements. The changes in the Common Elements could include (by way of illustration and not limitation) construction of court yards, patios, decks, porches and other amenities on any portion of the Convertible Areas.

3. All improvements constructed or installed within the Convertible Areas described above shall be restricted exclusively to residential use and to such Common Elements as are compatible with residential use. There are no other restrictions upon such improvements except those which are imposed by state law, local ordinances or building authorities.

4. The extent to which any structure erected on any portion of the Convertible Areas is compatible with structures included in the original Master Deed is not limited by this Master Deed but lies solely within the discretion of Developer, subject only to the requirements of local ordinances and building authorities.

5. The consent of any Co-owner shall not be required to convert the Convertible Areas. All of the Co-owners and Mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such conversion of the Convertible Areas and any amendment or amendments to this Master Deed to effectuate the conversion and to any reallocation of Percentages of Value of existing Units which Developer may consider necessary in connection with such an amendment or amendments. All such interested persons irrevocably appoint the Developer or its successors, as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to convert the Convertible Areas. These provisions given notice to all Co-owners, mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

6. All modifications to Units and Common Elements made pursuant to this Article IX shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted, if the Developer deems it to be applicable, in order to preserve a total value of 100% for the entire Condominium resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method and formula described in Article V of this Master Deed. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General Common Elements or Limited Common Elements as may be necessary to describe adequately and service the Units and Common Elements being modified by such amendments. In connection with any such amendments, Developer shall have the right to change the nature of any Common Element previously included in the Condominium for any purpose reasonably necessary to achieve the purposes of this Article IX.

ARTICLE X
AMENDMENT

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

1. Modification of Units or Common Elements. No Unit dimension may be modified in any material adverse way without the consent of the Co-owner and mortgagee of the affected 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 adverse way without the written consent of the Co-owner and mortgagee of the Unit to which the same are appurtenant, except as otherwise expressly provided in this Master Deed or in the Bylaws to the contrary.

2. Mortgagee Consent. Whenever a proposed amendment would materially adversely 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.

3. By Developer. 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 surveyor 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 adversely affect any rights of Co-owners or mortgagees in the Project.

4. Change in Percentage of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and its mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in this Master Deed or in the Bylaws.

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

6. Developer Approval. During the Construction and Sales Period and during the period Developer shall own one or more Units, if longer, the Condominium Documents shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer.

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

8. Amendments for Architectural Purposes. Developer may, without the consent of any Co-owner, or any other person, including any mortgagee, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to alter the floor plans and/or the elevations and/or the exterior architectural appearance of any buildings and/or Units within the Condominium provided that no such amendment shall increase the size of the applicable building footprint as indicated therefor in the Condominium Subdivision Plan.

Notwithstanding any other provision of this Article X, the method or formula used to determine the percentages of value for Units in the Condominium, as described above, and any provisions relating to the ability or terms under which a Co-owner may rent a Unit to others, may not be modified without the consent of each affected Co-owner and mortgagee.

ARTICLE XI

ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by Law, 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 Wayne County Register of Deeds.

IN WITNESS WHEREOF, Developer has executed this Master Deed.


WHISPERING CREEK, LLC,
a Michigan limited liability company

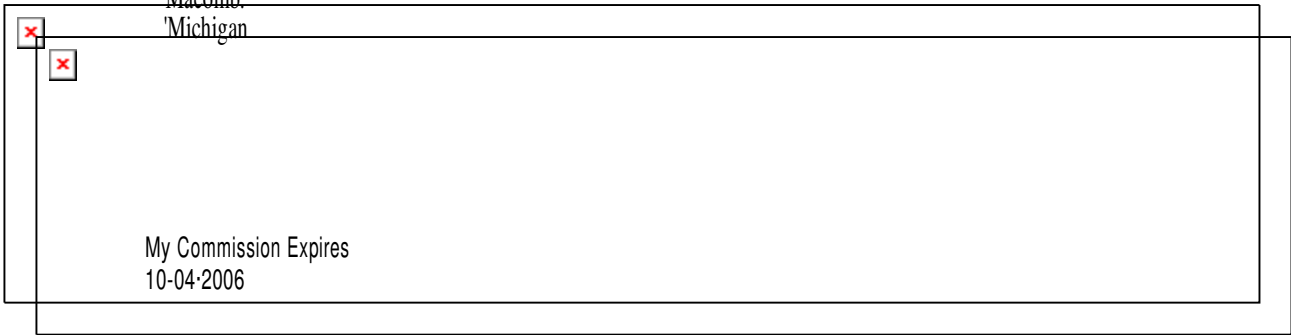
By: 
Scott. Drumm, Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this January 16, 2004, the foregoing Master Deed was acknowledged before me by Scott P. Drumm, a Manager of Whispering Creek, LLC, a Michigan limited liability company, behalf of the company.

Tammie Renee Baldwin
Notary Public County of
Macomb,
Michigan



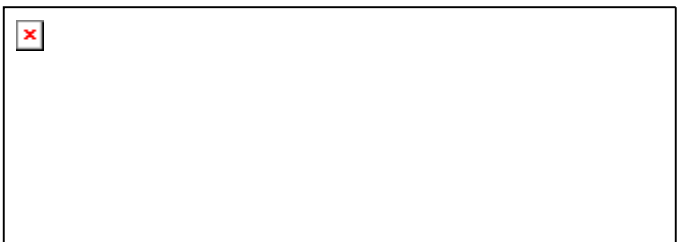


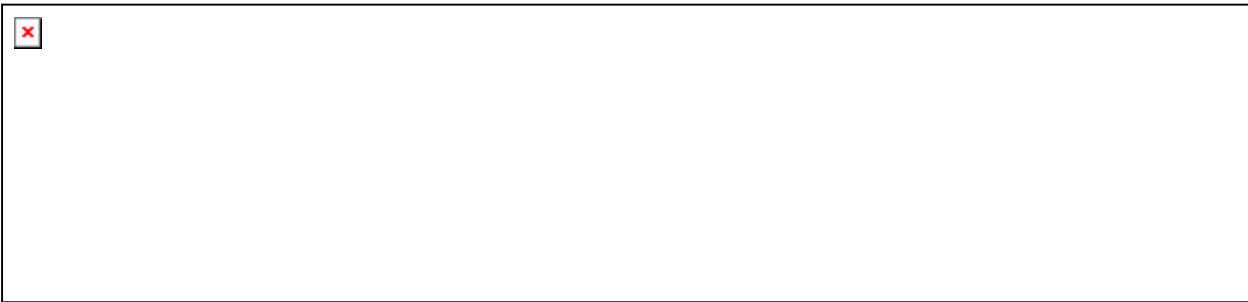
My Commission Expires: 10-4-2006
Notary Public
Macomb County, MI

Exhibit A

ACKNOWLEDGMENT AND SUBORDINATION OF BANK

Comerica Bank, the mortgagee of the real property described in the foregoing Master Deed pursuant to the Continuing Collateral Mortgage dated October 21, 2003, hereby consents to the submission of the real property described in the foregoing Master Deed to the Condominium Project therein described and consents to the recordation of the Master Deed in the land records of the office of the Wayne County Register of Deeds.





JULIE TIDMARSH
Notary Public
Oakland County, MI

*Type or print names in BLACK INK beneath signatures.

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

Re: Private Roads

BROOKSIDE OF LIVONIA CONDOMINIUM

NOTICE TO PURCHASERS AND MORTGAGEE

Re: Private Roads

The roads in Brookside of Livonia Condominium are general common elements and, therefore, will be maintained by the Brookside of Livonia Condominium Homeowners' Association and not by the board of county road commissioners or any other governmental agency.

DEVELOPER

WHISPERINGCREEK, LLC