

FIRST AMENDMENT TO
MASTER DEED

WHITESTONE BAY CONDOMINIUM

REPLAT NUMBER 1 OF
ARENAC COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 187

This First Amendment to Master Deed (the "First Amendment") is made and executed on this 9th day of August, 2006, by Whitestone Bay Development, L.L.C., a Michigan limited liability company ("Developer") whose address is 4835 Towne Centre Road, Suite 203, Saginaw, Michigan 48604 and is premised on the following facts and circumstances:

1. On July 14, 2005, Developer executed the Master Deed which establishes the Whitestone Bay Condominium (the "Master Deed").

2. The Master Deed was recorded on August 15, 2005 at Liber 465, Page 812, Arenac County Records, is designated as Arenac County Condominium Subdivision Plan No.187, and covers the property described as follows:

Premises situated in the Township of Whitney, County of Arenac, and State of Michigan, to wit:

Part of the Southeast 1/4 of Section 25, Town 20 North, Range 7 East, being further described as commencing at the South 1/4 corner of said Section; thence North 89°32'28" East, 424.70 feet, along the South Section line, to a point on the Southeasterly right-of-way line of State Highway US-23; thence along the arc of a curve to the right, an arc distance of 754.68 feet, said curve having a radius of 17113.75 feet, chord bearing and distance of North 34°19'07" East, 754.61 feet and central angle of 02°31'36" to the Point of Beginning; thence continuing along the arc of a curve to the right, an arc distance of 404.89 feet, said curve having a radius of 17113.75 feet, chord bearing and distance of North 36°15'35" East, 404.89 feet and central angle of 01°21'20"; thence South

60°41'41" East, 120.12 feet; thence South 29°09'06" West, 282.75 feet, on a traverse line along the Northwestern shore of Lake Huron; thence South 45°32'00" West, 139.19 feet, continuing along said traverse line; thence North 54°23'42" West, 131.80 feet, to the Point of Beginning, containing 1.32 acres, to the traverse line along Lake Huron, it is the intent of this description to include that land between the traverse line and the water's edge of Lake Huron by extending the Northeasterly and Southwesterly property lines Southeasterly to the water's edge;

Also,

Part of the Southeast 1/4 of Section 25, Town 20 North, Range 7 East, being further described as commencing at the South 1/4 corner of said Section; thence North 00°30'00" West, 1056.25 feet along the North-South 1/4 line; thence North 89°25'43" East, 717.71 feet, along the Southerly line of Snow White Subdivision, recorded in Liber 2 of Plats, Page 58, Arenac County Records; thence South 00°50'57" West, 100.00 feet to the Point of Beginning; thence North 89°25'43" East, 212.24 feet; thence along the Northwestern line of US-23 right-of-way, along the arc of a curve to the left, an arc distance of 180.38 feet, said curve having a radius of 17263.75 feet, chord bearing and distance of South 36°28'30" West, 180.38 feet and central angle of 00°35'55"; thence South 89°33'36" West, 102.39 feet; thence North 00°50'57" East, 143.74 feet, to the Point of Beginning, containing 0.52 acres, more or less. Together with a 50 foot wide easement for ingress/egress lying adjacent to and immediately North of the above described parcel. Said Easement to extend Easterly to the Northwestern line of US-23,

3. Developer has the right and power under Section 10.1 of the Master Deed to make pre-conveyance amendments to the Master Deed.

Developer amends the Master Deed as follows:

1. Subparagraph f. of Section 4.2 is amended in its entirety to read as follows:

f. *Parking Spaces.* The interior parking spaces are Limited Common Elements appurtenant to the Units as follows:

Parking Spaces Nos. 1 as depicted on the Condominium Subdivision Plan are Limited Common Elements appurtenant to Unit 1;

Parking Spaces Nos. 2 as depicted on the Condominium Subdivision Plan are Limited Common Elements appurtenant to Unit 2;

Parking Spaces Nos. 3 as depicted on the Condominium Subdivision Plan are Limited Common Elements appurtenant to Unit 3;

Parking Spaces No. 4 as depicted on the Condominium Subdivision Plan are Limited Common Elements appurtenant to Unit 4;

Parking Spaces Nos. 5 as depicted on the Condominium Subdivision Plan are Limited Common Elements appurtenant to Unit 5;

Parking Spaces Nos. 6 as depicted on the Condominium Subdivision Plan are Limited Common Elements appurtenant to Unit 6;

Parking Spaces Nos. 7 as depicted on the Condominium Subdivision Plan are Limited Common Elements appurtenant to Unit 7;

Parking Spaces Nos. 8 as depicted on the Condominium Subdivision Plan are Limited Common Elements appurtenant to Unit 8;

Parking Spaces Nos. 9 as depicted on the Condominium Subdivision Plan are Limited Common Elements appurtenant to Unit 9;

Parking Spaces Nos. 10 as depicted on the Condominium Subdivision Plan are Limited Common Elements appurtenant to Unit 10;

Parking Spaces Nos. 11 as depicted on the Condominium Subdivision Plan are Limited Common Elements appurtenant to Unit 11;

Parking Spaces Nos. 12 as depicted on the Condominium Subdivision Plan are Limited Common Elements appurtenant to Unit 12;

Parking Spaces Nos. 13 as depicted on the Condominium Subdivision Plan are Limited Common Elements appurtenant to Unit 13;

Parking Spaces Nos. 14 as depicted on the Condominium Subdivision Plan are Limited Common Elements appurtenant to Unit 14;

Parking Spaces Nos. 15 as depicted on the Condominium Subdivision Plan are Limited Common Elements appurtenant to Unit 15;

Parking Spaces Nos. 16 as depicted on the Condominium Subdivision Plan are Limited Common Elements appurtenant to Unit 16;

Parking Spaces Nos. 17 as depicted on the Condominium Subdivision Plan are Limited Common Elements appurtenant to Unit 17;

Parking Spaces Nos. 18 as depicted on the Condominium Subdivision Plan are Limited Common Elements appurtenant to Unit 18;

Parking Spaces Nos. 19 as depicted on the Condominium Subdivision Plan are Limited Common Elements appurtenant to Unit 19;

Parking Spaces Nos. 20 as depicted on the Condominium

Subdivision Plan are Limited Common Elements appurtenant to Unit 20;

Parking Spaces Nos. 21 as depicted on the Condominium Subdivision Plan are Limited Common Elements appurtenant to Unit 21;

Parking Spaces Nos. 22 as depicted on the Condominium Subdivision Plan are Limited Common Elements appurtenant to Unit 22;

Parking Spaces Nos. 23 as depicted on the Condominium Subdivision Plan are Limited Common Elements appurtenant to Unit 23;

Parking Spaces Nos. 24 as depicted on the Condominium Subdivision Plan are Limited Common Elements appurtenant to Unit 24;

Parking Spaces Nos. 25 as depicted on the Condominium Subdivision Plan are Limited Common Elements appurtenant to Unit 25;

Parking Spaces Nos. 26 as depicted on the Condominium Subdivision Plan are Limited Common Elements appurtenant to Unit 26;

Parking Spaces Nos. 27 as depicted on the Condominium Subdivision Plan are Limited Common Elements appurtenant to Unit 27;

Parking Spaces Nos. 28 as depicted on the Condominium Subdivision Plan are Limited Common Elements appurtenant to Unit 28;

Parking Spaces Nos. 29 as depicted on the Condominium Subdivision Plan are Limited Common Elements appurtenant to Unit 29;

Parking Spaces Nos. 30 as depicted on the Condominium Subdivision Plan are Limited Common Elements appurtenant to Unit 30;

Parking Spaces Nos. 31 as depicted on the Condominium Subdivision Plan are Limited Common Elements appurtenant to Unit 31;

Parking Spaces Nos. 32 as depicted on the Condominium Subdivision Plan are Limited Common Elements appurtenant to Unit 32;
and

Parking Spaces Nos. 33 as depicted on the Condominium Subdivision Plan are Limited Common Elements appurtenant to Unit 33.

2. Section 7.3 is amended by adding the following subparagraphs:

o. *Window Coverings.* All window curtains, shades or other coverings shall be white or beige when viewed from the exterior of the Building.

p. *Floor Surface.* Hard surface floor materials, other than those originally installed by the Developer, such as wood or ceramic tile, may not be applied to the floor surfaces of any portion of any Unit

unless some form of sound deadening or sound insulation material is installed which has been approved by the Association prior to installation.

3. The Legal Description on the Title Sheet of the Condominium Subdivision Plan attached as Exhibit B to the Master Deed is amended in its entirety to read the same as the legal description set forth in Exhibit "1" to this First Amendment.

4. The Site Plan as depicted on the Site Plan page of the Condominium Subdivision Plan attached as Exhibit B to the Master Deed is amended in its entirety as depicted on Exhibit "2" to this First Amendment.

5. The Utility Plan as depicted on the Utility Plan pages of the Condominium Subdivision Plan attached as Exhibit B to the Master Deed is amended to reflect an additional new underground electrical service crossing US-23 on the south part of the Property.

6. The Basement Plan as depicted on Sheet 5 of the Condominium Subdivision Plan attached as Exhibit B to the Master Deed is amended in its entirety as depicted on Exhibit "3" to this First Amendment in order to depict the elimination of the garages and the renumbering of the parking spaces.

7. The space cubic feet/square feet table depicted on Sheet 6 of the Condominium Subdivision Plan attached as Exhibit B to the Master Deed is amended in its entirety to read as set forth in Exhibit "4" to this First Amendment.

8. The legal description depicted on Exhibit C to the Master Deed is amended in its entirety to read the same as the legal description set forth in Exhibit "1" to this First Amendment.

9. In all other respects the terms of the Master Deed are ratified and confirmed.

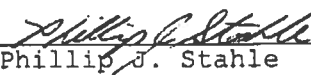
Developer has executed this First Amendment to Master Deed on the day and year first above written.

Whitestone Bay Development, L.L.C.

By: 
Lynn R. Wolgast, Manager

STATE OF MICHIGAN)
COUNTY OF SAGINAW)

Acknowledged before me in Saginaw County, Michigan, on the 26 day of August, 2006 by Lynn R. Wolgast, the Manager of Whitestone Bay Development, L.L.C., a Michigan limited liability company, on behalf of the company.



Phillip J. Stahle
Notary Public,
Saginaw County, Michigan
Acting in Saginaw County, MI
My commission expires: 1-29-2007

PREPARED BY AND AFTER RECORDING RETURN TO:
PHILLIP J. STAHLE, ESQ.
BRAUN KENDRICK FINKBEINER, P.L.C.
4301 Fashion Square Blvd.
Saginaw, Michigan 48603
(989) 498-2100

Exhibit "1"
to First Amendment

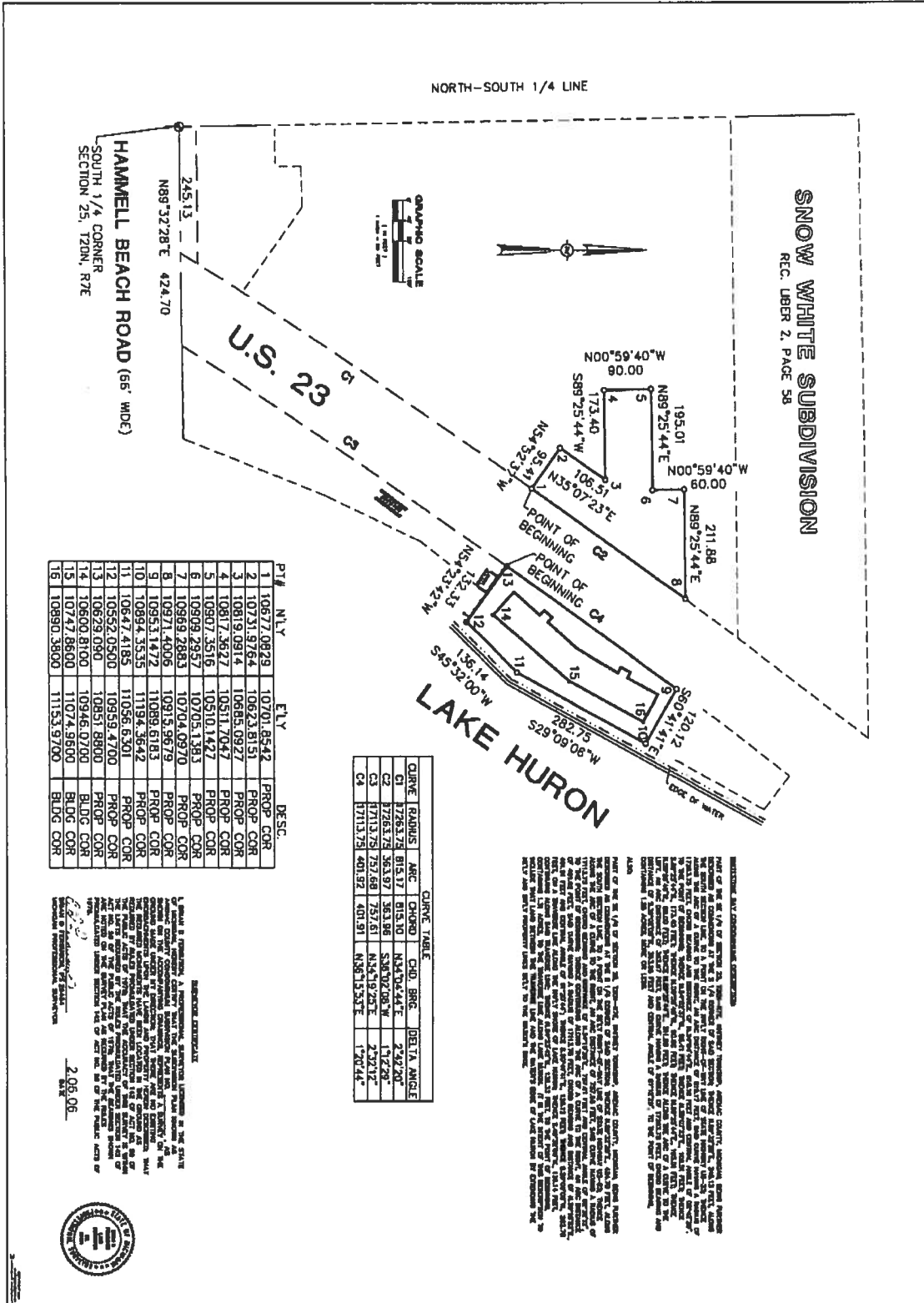
LEGAL DESCRIPTION OF THE PROJECT

The premises situated in the Township of Whitney, County of Arenac, and State of Michigan, described as follows:

Part of the Southeast 1/4 of Section 25, Town 20 North, Range 7 East, being further described as commencing at the South 1/4 corner of said Section; thence North 89°32'28" East, 424.70 feet, along the South Section line, to a point on the Southeasterly right-of-way line of State Highway US-23; thence along the arc of a curve to the right, an arc distance of 757.68 feet, said curve having a radius of 17113.75 feet, chord bearing and distance of North 34°19'25" East 757.61 feet and central angle of 02°32'12" to the Point of Beginning; thence continuing along the arc of a curve to the right, an arc distance of 401.92 feet, said curve having a radius of 17113.75 feet, chord bearing and distance of North 36°15'53" East 401.91 feet and central angle of 01°20'44"; thence South 60°41'41" East 120.12 feet; thence South 29°09'06" West 282.75 feet, on a traverse line along the Northwestern shore of Lake Huron; thence South 45°32'00" West 136.14 feet, continuing along said traverse line; thence North 54°23'42" West 132.33 feet, to the Point of Beginning, containing 1.31 acres, to the traverse line along Lake Huron. It is the intent of this description to include that land between the traverse line and the water's edge of Lake Huron by extending the Northeasterly and Southwesterly property lines Southeasterly to the water's edge,

Also,

Part of the Southeast 1/4 of Section 25, Town 20 North, Range 7 East, being further described as commencing at the South quarter corner of said Section; thence North 89°32'28" East, 245.13 feet, along the South Section line, to a point on the Northwestern right-of-way line of State Highway US-23; thence along the arc of a curve to the right, an arc distance of 815.17 feet, said curve having a radius of 17263.75 feet, chord bearing and distance of North 34°04'44" East, 815.10 feet and central angle of 02°42'20", to the Point of Beginning; thence North 54°52'37" West, 95.41 feet; thence North 35°07'23" East, 106.51 feet; thence South 89°25'44" West, 173.40 feet; thence North 00°59'40" West, 90.00 feet; thence North 89°25'44" East, 195.01 feet; thence North 00°59'40" West, 60.00 feet; thence North 89°25'44" East, 211.88 feet; thence along the arc of a curve to the left, an arc distance of 363.97 feet, said curve having a radius of 17263.75 feet, chord bearing and distance of South 36°02'08" West, 363.96 feet and central angle of 01°12'29" to the Point of Beginning, containing 1.25 acres, more or less. Together with a 50 foot wide easement for ingress/egress lying adjacent to and immediately North of the above described parcel. Said Easement to extend Easterly to the Northwestern line of US-23.



WHITESTONE BAY
CONDOMINIUMS
AU GRES, MICHIGAN

Wolpert
CORPORATION

MAITSON
COMPANY

Hand-drawn floor plan of a building with two wings. The left wing has 10 rooms numbered 3, 7, 10, 1, 8, 5, 12, 9, 9, 9. The right wing has 19 rooms numbered 2, 2, 6, 6, 11, 11, 1, 14, 14, 15, 15, 13, 13, 16, 16, 28, 28, 4, 32, 32, 29, 29, 30, 30, 31, 31, 17, 17, 27, 27, 23, 23, 19, 19. There are two stairwells, one at each end. A 'Mail' box and an 'Elevator' are located between the wings. A 'Pool Room' is indicated near the bottom right.

Exhibit "4"
to First Amendment

<u>Unit Number</u>	<u>Square Feet</u>	<u>Cubic Feet</u>
1	2,019	19,524
2	1,661	16,062
3	1,661	16,062
4	1,967	19,121
5	2,019	19,524
6	1,661	16,062
7	1,661	16,062
8	1,967	19,121
9	2,019	19,524
10	1,661	16,062
11	1,661	16,062
12	1,967	19,121
13	2,019	22,209
14	1,661	18,271
15	1,661	18,271
16	1,967	21,637
17	1,967	19,121
18	1,661	16,062
19	1,661	16,062
20	2,019	19,524
21	1,967	19,121
22	1,661	16,062
23	1,661	16,062
24	2,019	19,524
25	1,967	19,121
26	1,661	16,062
27	1,661	16,062
28	2,019	19,524
29	1,967	21,637
30	1,661	18,271
31	1,661	18,271
32	2,019	22,209

SECOND AMENDMENT TO
MASTER DEED

WHITESTONE BAY CONDOMINIUM

REPLAT NUMBER 2 OF
ARENAC COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 187

This Second Amendment to Master Deed (the "Second Amendment") is made and executed on this 23rd day of February, 2009, by Whitestone Bay Development, L.L.C., a Michigan limited liability company ("Developer") whose address is 4835 Towne Centre Road, Suite 203, Saginaw, Michigan 48604 and is premised on the following facts and circumstances:

1. On July 14, 2005, Developer executed the Master Deed which establishes the Whitestone Bay Condominium (the "Master Deed").
2. The Master Deed was recorded on August 15, 2005 at Liber 465, Page 812, Arenac County Records, and is designated as Arenac County Condominium Subdivision Plan No.187.
3. On August 9, 2006, Developer executed a First Amendment to the Master Deed. The First Amendment to the Master Deed was recorded on August 11, 2006 at Liber 494, Page 145, Arenac County Records.
4. Developer has the right and power under of Section 10.2 of the Master Deed to make amendments to the Master Deed without the consent of any Co-owner or mortgagee if the amendment does not materially alter or change the rights of any Co-owner or mortgagee of a Unit in the Project, including amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners, and enabling the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or the State of Michigan.

5. The Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association have each implemented a requirement that the master deed for a condominium development describe the phases of a condominium development in the event that the condominium is being developed in phases; and Developer desires to amend the Master Deed to satisfy this requirement.

Developer amends the Master Deed as follows:

1. All capitalized terms used in this Second Amendment have the same meaning given to them in the Master Deed unless otherwise noted.

2. Section 1.3 is amended in its entirety to read as follows:

1.3 Project Description. The Project is a residential condominium. The condominium units that may be developed in the Project, including the number, boundaries, dimensions, and area of each unit ("Unit"), are shown on the Condominium Subdivision Plan. Each of the Units is capable of individual use by reason of having its own entrance from and exit to a common element of the Project. The Condominium is being developed in two phases. Phase I consists of Unit 1 to and including Unit 16 together with all of the other improvements shown on the Condominium Subdivision Plan other than Unit 17 to and including Unit 32. Phase II consists of Unit 17 to and including Unit 32; and, as depicted on the Condominium Subdivision Plan, need not be built.

3. In all other respects the terms of the Master Deed, as previously amended by the First Amendment, are ratified and confirmed.

Developer has executed this Second Amendment to Master Deed on the day and year first above written.

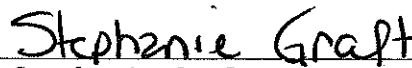
Whitestone Bay Development, L.L.C.

By: 

Lynn R. Wolgast, Manager

STATE OF MICHIGAN)
COUNTY OF SAGINAW)

Acknowledged before me in Saginaw County, Michigan, on the 23 day of February, 2009 by Lynn R. Wolgast, the Manager of Whitestone Bay Development, L.L.C., a Michigan limited liability company, on behalf of the company.


Stephanie Graft

Notary Public,

Saginaw County, Michigan

My commission expires: 23,
June 2012

PREPARED BY AND AFTER RECORDING RETURN TO:
PHILLIP J. STAHL, ESQ.
BRAUN KENDRICK FINKBEINER, P.L.C.
4301 Fashion Square Blvd.
Saginaw, Michigan 48603
(989) 498-2100