

Received
ISABELLA COUNTY, MI
04-15-2016 03:18 pm.

201600003122
Filed for Record in
ISABELLA COUNTY, MI
KAREN R. JACKSON
04-15-2016 At 03:22:08 pm.
AMENDMENT 17.00
Liber 1728 Page 818 - 819

201600003122
GERALD JARVIS
8129 PARSHALLVILLE RD
FENTON MI 48430

SECOND AMENDMENT TO WHISPERING PINES COVE SITE CONDOMINIUM MASTER DEED

BFM, LLC, A Michigan limited liability company, by Gerald A. Jarvis, its authorized member, as Developer of WHISPERING PINES COVE SITE CONDOMINIUM, established in accordance with law and pursuant to the Master Deed of said condominium recorded on May 20, 2005, at Liber 1293, pages 0339-0391, Isabella County Records, and First Amendment recorded on February 11, 2011 at Liber 1546 pages 0090-0104 hereby establishes this Second Amendment to the Master Deed, By-Laws and Exhibit B, the Condominium Subdivision Plan, of WHISPERING PINES COVE SITE CONDOMINIUM pursuant to the authority set forth in the Master Deed hereby makes and declares the following amendments:

Article V of the Condominium Bylaws, Exhibit A to the Master Deed is hereby amended as follows:

ARTICLE V RULES AND REGULATIONS

Section 5. Architectural Control and subsections (a) and (b) are deleted in their entirety and shall be replaced by a new section that shall read as follows:

Section 5. Architectural Control and Approvals Required. No building, structure, driveway, fence, wall, or other improvement shall be constructed within a condominium unit or elsewhere within the Condominium Project until the following have been submitted to and approved in writing by the Developer or Architectural Control Committee who shall have 30 days to grant such approval and if the Developer or Architectural Control Committee fails to either approve or reject within said 30 days, the approval shall be conclusively presumed:

(1) A site plan as required by the Village showing the proposed location of each building, structure, or improvement and the proposed location of any driveway or parking area; provided, further, that extensive care shall be taken to preserve as many trees as possible.

(2) Construction and/or architectural plans including dimension floor plans, typical sections and all elevations as well as type, color, samples, etc. of brick, shingles, paint, siding, etc.; The Developer retains the right, in its sole discretion, to require the relocation of any proposed building(s) to otherwise achieve an aesthetic development.

(3) All structures must have a minimum 8/12 roof pitch on at least ninety (90) percent of the structure.

(4) The rejection or modification of any of the above submitted information for proposed locations, plans, or specifications may be made by the Developer upon any ground whatsoever, including purely aesthetic considerations, and shall be at the Developer's sole discretion. Developer also reserves the right to allow for modification of any of the provisions of requirements of this Section 5 in its absolute and sole discretion. In making its determination upon such plans and specifications, the Developer shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is to be constructed, the proposed location within the unit and the location within the unit and the location of structures within adjoining units and the degree of harmony thereof with the condominium as a whole. A copy of all plans, specifications and related data submitted as required above shall be retained by the

Developer for its records. Under no circumstances shall Developer incur any liability to any co-owner, the Association, or any other person for any reason in any way related to the exercise of architectural approval or disapproval reserved to Developer hereunder.

(a) **Construction Materials.** All residences shall have finished exteriors of brick, cultured or natural stone, stucco, wood, vinyl or a combination thereof. All exterior paints, stains and material colors must be shown as a part of the plans submitted for approval and must be approved by Developer. Visible exteriors of cement, slag, cinder block, asbestos siding, concrete, aluminum siding, or unfinished wood siding are prohibited. There shall be no exposed foundations greater than 8 inches. Street and lake elevations shall have some brick or stone.

(b) **Size of Residences.** No residence shall be hereinafter constructed upon any unit of less than the following sizes of finished living areas as calculated on exterior dimensions, exclusive of porches, patios, garages and basements:

All ranch style homes shall have a minimum of 1,650 square feet as computed at grade level and excluding basement area.

All multiple story homes must be a minimum of 1,800 square feet of which 1,200 square feet must be on the first or grade level floor excluding basement areas and porches.

Bi- and/or Tri-Level Homes, as well as mobile home and homes of geodesic dome or similar configurations are prohibited.

All houses must have attached garages that must be two and one half (2 1/2) car or a minimum of 576 square feet or as otherwise required by the Village and may face the street on which the residence fronts. All garages must have a pedestrian door, and, if the garage door faces the street, the garage door shall have approved windows for aesthetics.

Subsection 5 (d) is amended to allow for grass outside of natural areas to be no higher than 4 inches.

Subsection 5 (f) Trash Container and Pick Up is amended to read as follows: All trash shall be placed in a suitable container and kept inside the garage or other fully enclosed area except for short periods of time reasonably necessary to permit collection.

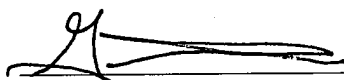
Subsection 6 (k) is amended to read as follows: No recreational vehicles, boats or trailers shall be parked or stored in any garage if such storage would prevent full closure of the door thereto, or elsewhere on the Condominium premises which are visible from any adjoining Unit or from the Common Elements and no snowmobile, all-terrain vehicle or other motorized recreational vehicle shall be operated or stored outside on the condominium premises except this restriction shall not apply to the use or visibility of a recreational vehicle on the lake.

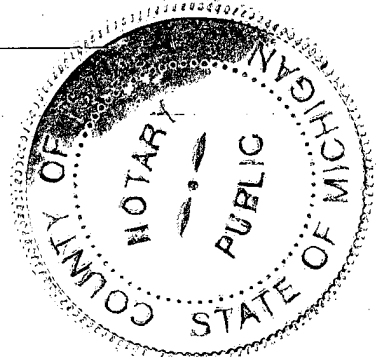
The foregoing Amendments are declared to be consistent with, and authorized as provided in the WHISPERING PINES COVE SITE Condominium Master Deed and Bylaws, as the same may be amended from time to time.

The original Master Deed of WHISPERING PINES COVE SITE CONDOMINIUM, and amendments thereto cited herein including Exhibits A and B to the Master Deed, remain in full force and effect and are hereby acknowledged to be ratified, re-declared, and confirmed.

Prepared by
Michael J. Kehoe
710 E Grand River
Howell, MI 48843

BFM LLC, a Michigan limited liability company, Developer


By: Gerald A. Jarvis, Member

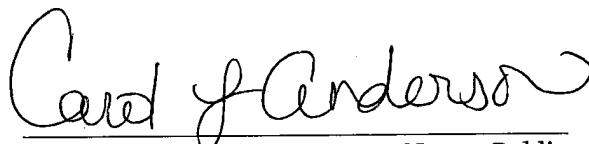


STATE OF MICHIGAN)

COUNTY OF Isabella

The foregoing Second Amendment to the Master Deed of Whispering Pines Condominium was acknowledged before me this 15 day of April, 2016 by Gerald A. Jarvis, member of BFM, LLC and Developer of WHISPERING PINES COVE SITE CONDOMINIUM, on behalf of said limited liability company.

Carol L Anderson
Notary Public Isabella County, MI
Acting in Isabella County, Michigan
My Commission expires on 8/31/2017


Notary Public
County, MI
My Commission Expires _____

